

TOWN OF BAY HARBOR ISLANDS

October 13, 2020

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE - VIRTUAL MEETING

This meeting is being held through the Zoom Platform. Members of the Public who wish to participate and/or view the meeting may do so by logging in through the Zoom Platform as follow:

Zoom Link: <https://zoom.us/j/95919137823>

Meeting ID: 959 1913 7823

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099

Meeting ID: 959 1913 7823

Participant ID: Press the # key

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the zoom platform.

Members of the Public can also submit their request to speak and/or comments via e-mail to the Office of the Town Clerk at achang@bayharborislands-fl.gov

CALL TO ORDER: 5:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER’S REPORT:

TOWN ATTORNEY’S REPORT

1. Town Attorney's Request for Closed Meeting Pursuant to §286.011(8), Fla. Statutes to discuss Charge of Discrimination No. EEOC 510-2020-03421 filed with the Equal Employment Opportunity Commission and Settlement Offer Provided by Claimant in connection therewith.
2. **Discussion and possible action** requested by Town Attorney Simone on whether the Town may continue to conduct meetings through the use of Communications Media Technology (CMT) during a State of Emergency after the Governor's Executive Order 2020-69, as extended is set to expire on November 1, 2020. Enclosed is a copy of the Governor's Executive Order 20-246 and the Town Attorney Legal Opinion on the matter.

STAFF RECOMMENDATION: Council Discretion

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

3. **Consideration and Approval** of a request for appointments and re-appointment to the Planning & Zoning Board for the term 2020-2022. Enclosed is a list of Board Members that seek re-appointment and four (4) new requests from residents seeking appointment.

STAFF RECOMMENDATION: Council Discretion

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

4. **Consideration and Approval** of the January 13th, 2020, Regular Council Meeting Minutes. Enclosed is a copy of the Draft Minutes.
5. **Consideration and Approval** of a resolution requested by Council Member Yaffe and co-sponsored by Council Member Leonard recognizing the growing problem of antisemitism in America and calling for the adoption of the International Holocaust Remembrance Alliance (IHRA) working definition of antisemitism as an important educational tool to address it. Enclosed is a copy of proposed resolution.
6. **Consideration and Approval** of a resolution requested by Vice Mayor Fuller urging the Federal Aviation Administration (FAA) to modify flight patterns and altitudes imposed by Nextgen Air Transportation. Enclosed is a copy of the proposed resolution.
7. **Consideration and Approval** of a Memorandum of Understanding (MOU) between the Town and the School Board of Miami-Dade County for the School Based Law Enforcement Officer for the 2020/2021 School year. Enclosed is a copy of the proposed agreement.

8. **Consideration and approval** of a renewal of a Mutual Aid Agreement with the Miami-Dade Schools Police and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.
9. **Consideration and approval** of a renewal of a Mutual Aid Agreement between North Bay Village and the Town of Bay Harbor Islands . Enclosed is a copy of the proposed agreement.
10. **Consideration and approval** of a renewal of a Mutual Aid Agreement between the City of South Miami and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.
11. **Consideration and approval** of a renewal of a Mutual Aid Agreement between the City of Miami and the Town of Bay Harbor Islands. Enclosed is a copy of the proposed agreement.
12. **Consideration and Approval** of a Memorandum of Understanding between the Town and the Dade County Police Benevolent Association to provide a one percent (1%) pay adjustment for sworn law enforcement officers for the performance of their duties substantially dedicated to mitigating or responding to COVID-19 public health emergency. Enclosed is a copy of the Memorandum of Understanding.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

13. **Consideration and Approval** of an ordinance on **first** reading to increase the monthly charge for water service to \$4.81 per one thousand gallons and to increase the minimum monthly service charges for each water meter to \$22.38. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.81 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$22.38; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

14. **Consideration and Approval** of an ordinance on **first** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

15. **Consideration and Approval** of the Collective Bargaining Agreement between the Town and the Dade County Police Benevolent Association, Inc. (PBA). Enclosed is a copy of the Collective Bargaining Agreement.

STAFF RECOMMENDATION: Approval

16. **Consideration and approval** of contract award BHI-206 Remote Monitoring of Main Sanitary Lift Station (SCADA) to Champion Controls in the amount of \$151,441 for the design, implementation and installation of the SCADA system. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

17. **Consideration and approval** of Supplemental Agreement (SA) #1 for CEI services by KCI Technologies, Inc. for additional funding in the amount of \$33,480.00 to provide continuity to complete inspection of the work and close out all documentation necessary to certify BC-154: Broad Causeway Corridor Enhancements. Enclosed is a copy of request from KCI.

STAFF RECOMMENDATION: Approval.

POLL VOTE

18. **Consideration and Approval** of a two-year extension of Contract BHI-183 for Landscape and Irrigation Maintenance with BrightView Landscape Services. Enclosed is Section 3.2 of the Contract and other supporting documents.

STAFF RECOMMENDATION: Approval

DISCUSSION ITEMS:

19. **Discussion and possible action** regarding the process to select and/or appoint a Town Attorney. Enclosed are copies of the proposals submitted on the recent RFP for professional legal services.
20. **Discussion** requested by Council Member Leonard regarding the timeline and process to select a Town Clerk.

ADJOURNMENT: Approximately 8:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 2.

ITEM: Discussion and possible action requested by Town Attorney Simone on whether the Town may continue to conduct meetings through the use of Communications Media Technology (CMT) during a State of Emergency after the Governor's Executive Order 2020-69, as extended is set to expire on November 1, 2020. Enclosed is a copy of the Governor's Executive Order 20-246 and the Town Attorney Legal Opinion on the matter.

DESCRIPTION:

The Town Council will need to decide the format of the November meeting and all future board and committee meetings. Just for the Council's information, the Planning and Zoning Board has great concerns about attending the meetings and wanted to continue the use of CMT if possible.

The Town Attorney has suggested a Hybrid Method to satisfy the Sunshine Law (a quorum of the Council Members appear physically in the Council chambers and the rest of the Council members and the residents attend the meeting using Communications Media Technology (such as Zoom). Or, the use of full CMT during the pandemic.

Also, the Town Council needs to direct the Town Attorney to draft either a Resolution or ordinance to set forth the meeting method.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Frank Simone, Assistant Town Attorney

ATTACHMENTS

1. EO-20-246- Public Meetings
2. 2020.10.05 Memo - Municipal Meetings using CMT after the Governor Executive Order Expires

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-246

(Emergency Management – COVID 19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and amended by Executive Orders 20-179 and 20-193, expires on October 1, 2020, unless extended.

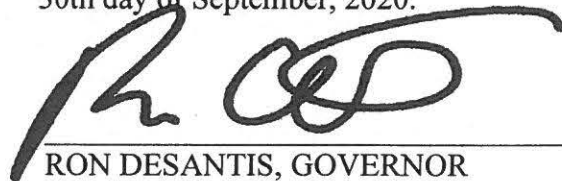
NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and amended by Executive Orders 20-179 and 20-193, subject to the condition of Section 2 below, until 12:01 a.m. November 1, 2020. This order supersedes Section 4 of Executive Order 20-69.

Section 2. This order shall not apply to election canvassing boards.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 30th day of September, 2020.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

OFFICE OF THE GOVERNOR
TALLAHASSEE, FLORIDA

2020 SEP 30 PM 4:50

FILED

FRANK SIMONE P.A.

Law Offices

701 BRICKELL AVENUE
SUITE 1550
MIAMI, FLORIDA 33131

TELEPHONE (305) 221-8000
TELEFAX (305) 357-2510
E-MAIL: frank@franksimone.com
WEBSITE: www.franksimone.com

Date: October 5, 2020

From: Frank C. Simone, Esq., Town Attorney

To: Marlene Siegel, Town Clerk
Maria Lasday, Town Manager

Re: Whether the Town may continue to conduct meetings through the use of Communications Media Technology (“CMT”) during a state of emergency after the Governor’s Executive Order 2020-69 (which expressly authorized the use of CMT to conduct meetings by municipalities), as extended, sunsets on November 1, 2020.

Facts

The Federal Government, the State of Florida, and the Town have declared states of emergencies due to the Novel Coronavirus Disease 2019 (COVID-19), a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza, but with a significantly greater estimated mortality rate. The Center for Disease Control has recommended the use of facial coverings, that persons physically distance from each other by remaining more than six feet (6’) apart (“Physical Distancing”), and that outside gatherings are more favored than inside gatherings.

Since the Governor’s Executive Order 2020-69 (which expressly authorized the use of CMT to conduct meetings by municipalities), the Town Council and the Town’s Planning & Zoning Board have been successfully conducting meetings via CMT since April of 2020 with public participation.

The Town Council Chambers (where Town Council and Town Board meetings occur) is located indoors and lacks adequate space on the dais for Physical Distancing. The gallery also lacks adequate space for Physical Distancing for full resident participation. The Town Council does not want to subject its residents to COVID-19, many of whom are elderly and whom are most susceptible to COVID 19, or otherwise facilitate an outbreak of COVID 19 within the Town due to the requirement that Town residents attend Town Council Meetings and Board Meetings, in person.

Question Presented

This memo addresses the following question: whether the Town may continue to continue to conduct meetings through the use of Communications Media Technology (“CMT”) during a state of emergency after the Governor’s Executive Order 2020-69 (which expressly authorized the use of CMT to conduct meetings by municipalities), as extended, sunsets on November 1, 2020.

Law

Over the years, various Florida Attorney General Opinions have addressed the issue of whether a public official may attend a municipal meeting remotely. As the technology has evolved, so have the opinions.

For example, Attorney General Robert Butterworth issued 92-44 Op. Att’y Gen. (1992) in response to an inquiry from the Hillsborough County attorney opined that the law did not prohibit a commissioner who was undergoing medical treatment from attending a commission meeting via voice and video feed, as well as participating and voting on matters, so long as a quorum of members was physically present. The attorney general noted that use of technology to conduct meetings was “once considered to be experimental and controversial, now commonplace,” and the capability of communications technology had “dramatically improved” in its ability to allow for full remote participation in meetings. The opinion noted that the interactive technology to be used would allow for “extensive participation” by the remote commissioner, including the ability to see and hear all fellow commissioners and the audience. It also observed that the legislature, by adopting F.S. §120.53(6) (currently found at F.S. §120.54(5)(b)(2)), had even ordered all state agencies to draft plans to allow for electronic meetings by stated officials and boards.

92-44 Op. Att’y Gen. (1992) makes no mention of the physical presence standard established in 83-100 Op. Att’y Gen. (1983). Instead, the attorney general concluded that remote electronic attendance would be permitted if 1) a quorum of commissioners was physically present at the meeting, and 2) the remote commissioner was unable to attend due to medical condition. The Attorney General further concluded that any “action taken by the commissioner would be presumptively valid” unless a court found otherwise. This opinion created the “sick + quorum” standard, used in subsequent opinions such as 94-55 Op. Att’y Gen. (1994) (city museum board member) and 98-28 Op. Att’y Gen. (1998) (school board member).

In 02-82 Op. Att’y Gen. (2002), Attorney General Richard Doran was asked whether physically disabled member of the Miami Beach Barrier-Free Environment Committee could appear and vote by electronic means. Following the “sick + quorum” standard, the attorney general sanctioned the electronic attendance. The opinion specifically recognized the argument that, since F.S. §120.54(5)(b)(2) allowed state agencies and their boards to meet and vote via electronic means *regardless* of physical ailments or disabilities, local and regional boards should be allowed the same option because the Florida Constitution addressed them all in the same paragraph discussing open meetings. However, the attorney general, quoting from 98-28 Op. Att’y Gen. (1998), opined:

In 94-55 Op. Att’y Gen. (1994), Attorney General Butterworth advised the Miami Beach City Attorney that an out-of-state member of the Bass Museum board could appear and vote by speaker phone, even though the museum board was not a state agency. The attorney general went on to say the “board may look to the model rules promulgated pursuant to this statute for direction in conducting

telephone meetings” as a way to ensure compliance with the Sunshine Law’s meeting requirement.

06-20 Op. Att’y Gen. (2006), seem to back away from requiring any unique reason to be absent, such as illness, disability, or extraordinary circumstance. Instead, the Hillsborough County Metropolitan Planning Organization (MPO) was advised that it could use video links to link its citizens’ advisory committee (CAC) with the CACs of other MPOs, as long as each committee had a physical quorum present. Of significant interest, this opinion states:

The use of interactive electronic media to increase public participation in meetings and the use of such media to allow members of a board or commission to participate in a duly noticed public meeting does not necessarily raise Sunshine Law issues, but rather implicates the ability of an entity to conduct official business with a quorum.

This opinion, adopting the “any reason + quorum” standard, appears for the first time to acknowledge that the Sunshine Law simply does not define the term “meetings,” and the reality of the modern world is that meetings can and do occur electronically. Noting the right the legislature gave state agencies and boards to meet electronically, the opinion encourages the MPO to seek legislative authorization that would allow regional boards spanning multiple counties to meet.

On March 17, 2020, Governor DeSantis asked the Ashley Moody, the Florida Attorney General for an opinion as to the following question in light of COVID-19:

Whether, and to what extent, local government bodies may utilize teleconferencing and/or other technological means to convene meetings and conduct official business, while still providing public access to those meetings?

The Florida Attorney General, in 20-03 Op. Att’y Gen. (2020), answered the question as follows:

It is my opinion under existing law that, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either (1) a statute permits a quorum to be present by means other than in person, or (2) the in-person requirement for constituting a quorum is lawfully suspended during the state of emergency. If such meetings are conducted by teleconferencing or other technological means, public access must be afforded which permits the public to attend the meeting. That public access may be provided by teleconferencing or technological means.

In in 20-03 Op. Att’y Gen. (2020), Attorney General Moody states that the Sunshine Law neither expressly requires members of the public body to be physically present at public meetings nor the means of holding public meetings. It only requires a “quorum” be “present.” Furthermore, no judicial opinion has held that public meetings cannot be held via CMT. Attorney General Moody went on to state that the prior Attorney General opinions have required a quorum to be physically present as a result of the plain meaning of the terms “quorum” and “present” and based upon a conservative approach out of concern for the validity of actions taken by the public body.

Attorney General Moody did not state how the in-person requirement for constituting a quorum may be lawfully suspended during the state of emergency.

Based upon 20-03 Op. Att’y Gen. (2020), on March 20, 2020, the Governor issued Executive Order 2020-69 (which expressly authorized the use of CMT to conduct meetings by municipalities). The Governor extended Executive Order 2020-69 several times, most recently, on September 30, 2020 through November 1, 2020 through Executive Order 20-246. The Governor issued a memorandum in concert with Executive Order 20-246. In the memorandum, the Governor stated that “[l]ocal government bodies should prepare to meet in person as required by Florida law beginning November 1, 2020.”

In anticipation of Executive Order 20-246 expiring, several municipalities have considered the use of CMT. Certain municipalities have decided to continue to use CMT exclusively, including Wilton Manors and Boynton Beach and have passed such ordinances. Other municipalities are considering the exclusive use of CMT and the hybrid use of CMT -- wherein a quorum of Council Members appear physically in the Council Chambers and the rest of the Council Members and the residents attend the meeting using CMT (“Hybrid Method”). Other municipalities have decided to discontinue the use of CMT, including Miami-Dade County and Aventura (as of September 30, 2020).

Conclusion

Based upon the foregoing, it is the Town Attorney’s opinion that the Town Council may use the Hybrid Method to satisfy the Sunshine Law (a quorum of the Council Members appear physically in the Council chambers and the rest of the Council members and the residents attend the meeting using CMT without any material concern for whether a challenge would “undo any action taken.”

Since Attorney General Moody did not state how the in-person requirement for constituting a quorum may be lawfully suspended during the state of emergency, it is possible that the full use of CMT (as the Town has utilized CMT since Executive Order 20-246) may still be authorized if the Town passed a resolution and ordinance authorizing the use of full CMT during the Town’s current state of emergency. However, the full use of CMT may cause a material concern for whether a challenge would “undo any action taken.”

While the Hybrid Method is the safest of the two (2) methods, we believe that the Courts, who are themselves using full CMT, may likely sustain the use of full CMT during the pandemic. While live meetings are always better in normal circumstances, the safety of persons is and should be the utmost importance of the Florida State legislature, the courts, and the municipalities.

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a request for appointments and re-appointment to the Planning & Zoning Board for the term 2020-2022. Enclosed is a list of Board Members that seek re-appointment and four (4) new requests from residents seeking appointment.

DESCRIPTION:

The Office of the Town Clerk advertise the Planning & Zoning Board vacancies & re-appointments on the Town Newsletter in the months of August and September of 2020.

The following six (6) Board Members are seeking re-appointment:

- Alan Bebchik
- Jed Frankel
- Jerome Gavcovich
- Steven Hurwitz
- Wesley Kean
- Oscar Sklar

New Interested Residents:

- Janet Adler
- Jeri Goodkin Dausey
- Art Krebs
- Itzhak "Zack" Tabak

Applicants to the Planning & Zoning Board must meet the ordinance requirements for professional / resident mix and be appointed by 5 votes. In addition, this year as a one-time event in 2020, three of the seven appointed members appointed by the Town Council (who shall be selected randomly through a lottery type drawing) shall serve on the Planning & Zoning Board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the planning and zoning board for two-year terms.

Enclosed are the requests for re-appointment from the Board Members and four (4) new request from residents that seek to be appointed.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 5-23.01 Town Code
2. PnZ request for re-appointment
3. PNZ - New residents request

Sec. 5-23.01. - Planning and zoning board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

- (a) *Members.* The town council will resign as members of the planning and zoning board. Thereafter, the planning and zoning board shall consist of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the planning and zoning board shall serve on the planning and zoning board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).
- (b) *Staggered board.* The planning and zoning board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the planning and zoning board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the planning and zoning board for two-year terms as set forth in subsection (a), above.
- (c) *Appointment to the planning and zoning board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the planning and zoning board. In order for a candidate to be appointed to the planning and zoning board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.
- (d) *Vacancies.* Should a planning and zoning board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise not be able to serve on the Planning and Zoning Board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b).
- (e) *Removal of members.* The town council, upon the vote of at least five council members, may remove any planning and zoning board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled planning and zoning board meetings or misses five meetings in any 12-month period may be removed from the planning and zoning board.
- (f) *Meetings.* The regularly scheduled planning and zoning board meeting shall occur in the evening on the first Tuesday and third Tuesday of every month or as needed.
- (g) *Officers.* One member shall be elected by the planning and zoning board as chairperson. One member shall be elected by the planning and zoning board as vice-chairperson. The

chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the planning and zoning board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all planning and zoning meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the planning and zoning board to the town council. The town shall provide a secretary for the planning and zoning board and the town clerk shall be the custodian of all records, books, and journals of the planning and zoning board.

- (h) *Quorum.* Four present members shall constitute a quorum.
- (i) *[Rules, regulations.]* The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the planning and zoning board in performance of its duties.

(Ord. No. 840, § 1, 7-14-08; Ord. No. 1022, § 1(Exh. A), 8-13-18)



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

Alan Bebchik

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.

Alan Bebchik

Signature

Alan Bebachik
1331 98 St | Miami, FL 33154
(305) 318-9016 | abebchik@ChicagoBooth.edu

EDUCATION

THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS

Master of Business Administration

Chicago, IL
Sep 2013 – Aug 2015

- Concentrations in Finance, Entrepreneurship and Strategic Management
- Dean's Honor List
- LAUNCH Mentor, Class Ambassador, Real Estate Club, Poker Club

NORTHWESTERN UNIVERSITY

Master of Science in Project Management

Evanston, IL
Sep 2011 – Jun 2012

- GPA 3.70
- Teaching Assistant for Professor Richard Tilghman Construction Management class
- Social Chair for the Master of Science in Project Management program

UNIVERSITY OF FLORIDA

Bachelor of Science in Civil Engineering

Gainesville, FL
Aug 2005 – Dec 2009

- Cum Laude, GPA 3.51
- National Honor Society of Civil Engineers, Society of Hispanic Professional Engineers
- University of Florida Rugby team member

EXPERIENCE

CAPGEMINI

Service Delivery Manager (Acting)

Chicago, IL
Mar 2014 – Present

- Collaborate with the CIO of a major transportation company to support business users through ERP application management; guided team to evaluate and identify opportunities to reduce IT costs by 7%
- Supervise off-shore consulting team to ensure efficient delivery of key performance targets while maintaining contribution margins of over 40%
- Manage ongoing relationship with current clients to ensure client satisfaction with services rendered
- Pitch outsourcing solutions to potential clients and technical decision makers; establish planning guidelines and created governance model; won approval for \$3.5 MM follow-on engagement
- Capgemini top performer in years 2013 and 2014, and awarded excellence performance incentive in year 2014

Senior Application Analyst

Jul 2012 – Mar 2014

- Re-engineered on-boarding process for all of business unit accounts, increasing internal staffing turnaround by 20%
- Coordinated human capital management transition for a leading energy company
- Interacted with clients in a distributed service model and worked daily with team members in India, England and Guatemala
- Co-founded HOLA—first Hispanic employee resource group at Capgemini—and was appointed as national lead
- Completed nine week international training program focused on developing technical and functional consulting skills
- Conducted campus recruiting events, student presentations, and interviews at Northwestern University; resulted in hiring 50 campus hires for our Chicago office
- Mentored new Capgemini employees to help them transition into the company
- Certified in Lean Six Sigma Green Belt; used statistical tools to improve key performance indicators by 10%

BEDECO

Project Manager

Miami, FL
Jan 2010 – Aug 2011

- Managed construction of residential and commercial building projects valued at \$5 MM
- Supervised workers, handled all on-site operations, and ensured in-budget completion of projects
- Estimated project costs, schedules and devised project proposals directly with the General Contractor
- Negotiated with sub-contractors to reduce 10-20% in project costs by value engineering and process optimization

ADDITIONAL

- Native Spanish; fluent Hebrew; conversational Portuguese
- Represented state of Florida in the Collegiate All-Stars Rugby team, including interstate and international matches
- Led Water for People volunteer team on projects in Guatemala; used mobile technology to document, evaluate, and report sanitary conditions in rural Quiche for the World Water Corps
- Managed a 5-member team and coordinated weekly activities for 70 high school students in a Miami community center



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

Jed Frankel

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.

/s/ Jed Frankel

Signature

JED L. FRANKEL, Esq.
Board Certified Specialist in Civil Trial Law by The Florida Bar
(954) 894-8000 x 301 (office)
(954) 684-3404 (cellular)
jfrankel@eisingerlaw.com
jedfrankel@yahoo.com

PRACTICE AREAS	Complex Commercial Litigation; Real Estate Litigation; Corporate Litigation; Condominium and Homeowners Association Law; State and Local Administrative Law; Bar Admissions; Bench and jury trials in State (Florida) and Federal (Southern District of Florida) Courts. Appeals in Florida's First, Third, Fourth & Fifth District Courts of Appeal and Florida Supreme Court and the United States Circuit Court of Appeals for the Eleventh Circuit.	
EXPERIENCE	EISINGER, BROWN, LEWIS, FRANKEL & CHAIET, P.A. Member	Hollywood, FL January, 2006 – present.
	PHILLIPS, EISINGER & BROWN, P.A. Member Associate	Hollywood, FL September, 2002 – December, 2005. September, 1997 – September, 2002.
	LAW OFFICES JEROME H. SHEVIN, P.A. Associate	Miami, FL. September, 1993 – September, 1997.
	VIRGIL HAWKINS CIVIL CLINIC Certified Legal Intern	Gainesville, FL. Fall, 1992.
	LAW OFFICES WILLIAM P. CAGNEY, III, P.A. Summer Clerk	Miami, FL. Summer, 1992.
	FLORIDA INSTITUTIONAL LEGAL SERVICES Volunteer legal researcher	Gainesville, FL. Summer, 1991.
	PROFIT PROTECTION, INC. Writer / Editor / Researcher	Miami, FL. Summers, 1987-1990.
Researched, wrote, and edited educational/compliance materials published for the American Bankers Association.		
EDUCATION	UNIVERSITY OF FLORIDA COLLEGE OF LAW Juris Doctor with Honors	Gainesville, FL. May, 1993.
	• Dean's List, six semesters • James B. Locke Scholarship recipient, 1990 • Council of Ten Teaching Fellow • Certified Legal Intern • Phi Gamma Delta Fraternity Chapter Advisor	
	EMORY UNIVERSITY Bachelor of Arts <i>summa cum laude</i>	Atlanta, GA. May, 1990.
	• Dean's Scholarship recipient, 1986-1990 • Dean's List, seven semesters • Phi Alpha Theta and Pi Sigma Alpha honor societies	

- Phi Gamma Delta Fraternity, Member
- Men's Cross Country and Track Teams, Letter Recipient
- Honors Thesis in History

ADMISSIONS

The Florida Bar (admitted 1993)
 United States District Court for the Southern District of Florida (1994)
 United States Court of Appeals, Eleventh Circuit (1995)

ORGANIZATIONS AND HONORS

The Florida Bar, Member Trial Lawyers and Real Property Sections
 Board Certified in Civil Trial Law, The Florida Bar (2007-2017)
 "AV" (5.0) rated by Martindale-Hubbell
South Florida Legal Guide 2014 "Top Lawyers" Real Estate/Community Associations
South Florida Legal Guide 2013 "Top Lawyers" Real Estate/Community Associations
 2014 *Florida Super Lawyers*
 Dade County Bar Association, Member
 Volunteer, Justice Teaching Program (Florida Supreme Court)
 Board Member, B'nai B'rith Justice Unit 5207.
 Director and Counsel, Tennis4All Foundation, Inc.
 Director and Counsel, Miami Beach Basketball Club, Inc.
 Member, Community Association Institute – South Florida Chapter.
 Member, Aventura/Sunny Isles Beach Chamber of Commerce.
 Member, Bay Harbor Islands Charter and Ordinance Review Committee, 2005 – 07.
 Board Member, Beth Moshe Congregation, 1998 – 2009
 Board Member, Fraternity of Phi Gamma Delta FIU Graduate Ass'n, 1999 -present
 Member, Bay Harbor Development Association, 2002 - 04
 Member, Miami Beach Charter Review Board, 1994 - 96
 Board Member, Miami Beach Junior Chamber of Commerce, 1993 - 96
 Member, Miami Beach Mayor's Committee on Homelessness, 1994
 Assistant Disciplinary Counsel, Fraternity of Phi Gamma Delta, 1994 – present
 Board Member, Emory Alumni Association of South Florida
 Life Member, University of Florida National Alumni Association
 Member, Miami Beach Senior High School Alumni Association
 Miami Beach Taxpayers' Association, 1993-96
 Recipient, 11th Judicial Circuit, Put Something Back Pro Bono Award, 1994-95
 Recipient, 11th Judicial Circuit Certificate of Appreciation, 1998 (Jury Duty)

REPORTED CASES

Bay Holdings v. 2000 Island Boulevard Condominium Ass'n., Inc., 895 So. 2d 1197
 (Fla. 3d DCA 2005).
Monsanto Co. v. Campuzano, 206 F. Supp. 2d 1276 (S.D. Fla. 2002)
Monsanto Co. v. Campuzano, 2002 WL 34382458 (S.D. Fla. 2002)
Resnick v. Uccello Immobilien GMBH, Inc., 227 F. 3d 1347 (11th Cir. 2000)
United States v. Macia, 157 F. Supp. 2d 1369 (S.D. Fla. 2001)
Lamothe v. Bal Harbour 101 Condominium Ass'n., Inc., 2007 WL 781909 (S.D. Fla. 2007)
Arteaga v. Department of Business and Professional Regulation, 54 So. 3d 599
 (Fla. 3d DCA 2011)
Kaine v. D.A. Mortgage, Inc., 998 So. 2d 616 (Fla. 3d DCA 2008)
Cantwell v. The Grand Condominium Association, Inc., 986 So. 2d 611 (Fla. 3d DCA 2008)
The Grand Condominium Association, Inc. v. Cohn, 970 So. 2d 365 (Fla. 3d DCA 2007)
Abraham & Associates, Inc. v. Surrey Holding Corp., 939 So. 2d 332 (Fla. 4th DCA 2006)
Carnero v. National Home Mortgage Corp., 941 So. 2d 395 (Fla. 3d DCA 2006)
United Grand Condominium Owners, Inc. v. The Grand Condominium, 929 So. 2d 24
 (Fla. 3d DCA 2006)
Davies v. Turner, 802 So. 2d 1195 (Fla. 1st DCA 2002)
Holmes v. Posler, 847 So. 2d 583 (Fla. 3d DCA 2003)

Kearns v. 8911 Normandy Beach, Inc., 814 So. 2d 516 (Fla. 3d DCA April 24, 2002)
Florida Tower Condominium, Inc. v. Mindes, 770 So. 2d 210 (Fla. 3d DCA 2000)
Quintana v. Miami Pizza, Inc. 731 So. 2d 824 (Fla. 3d DCA 1999)
BFI Waste Systems v. Waste Solutions, Inc., 727 So. 2d 414 (Fla. 5th DCA 1999)
Martino v. Metropolitan Dade Co., 655 So. 2d 151 (Fla. 3d DCA 1995)

ARBITRATIONS

Portsvieview at the Waterways Condominium Association v. Lichtenstein
Rose v. Villages of King Creek Condominium Association
In re: Lincolnwood Towers (recall arbitration)
Decoplage Condominium Association v. Kreitman
Dostis v. Mar del Plata Condominium Association

PUBLICATIONS

"Operation of Condominiums" and "Regulation of Condominiums" chapters in *Florida Condominium Law 2005* published by Halfmoon, LLC.

ARTICLES

"Documents Should be Closely Reviewed to Avoid 'Clerical' Mistakes", *Daily Business Review*, February 17, 2012.
"Fourth DCA Opens Door to Get Fees for Litigating Fees," *Daily Business Review*, June 1, 2012.
"Courts Weigh Emotional Support Animals Against Homeowner Rules," *Daily Business Review*, July 24, 2012.
"Associations May Collect from Delinquent Homeowners," *Daily Business Review*, January 9, 2013.
"Condo Declarations Are Critical Should Conflict Arise," *Daily Business Review*, March 1, 2013.

PRESENTATIONS

Best Practices for HOA Debt Collection – HOAleader.com Webinar, March 14, 2013 & June 18, 2013
Strategies to Avoid Litigation – Gulfstream Chapter of the American Society of Home Inspectors, 2012
The New Americans With Disabilities Act – BOMA Miami-Dade Chapter, 2011
How to Survive the Foreclosure Crisis – UAI Seminar for Association Board Members, 2010
Collecting Delinquent Accounts – Continental Management Quarterly Update, 2010
Association Collections Update 2009 – CAI Community Association Forum, 2009
Condominiums/Homeowners Associations – Community Association Coalition Meeting, 2008
Real Estate Legal Issues - EWM Realtors Legal Seminar, 2005
Florida Condominium Law – Halfmoon Seminars, 2005
Real Estate Legal Issues – EWM Realtors Legal Seminar, 2004

PERSONAL

Honors Graduate, Miami Beach Senior High (1986)
Interests include photography, golf, Florida Gator sports and history

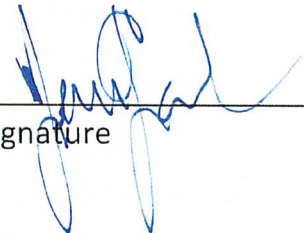


TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

JEROME GAYCOVICH

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.


Signature

JEROME N. GAVCOVICH, R.A.

1251 97 Street, Bay Harbor Islands, Florida 33154

Telephone: (305) 318-0670

PROFESSIONAL LICENSES

Architect, State of Florida, 1998

EDUCATION

UNIVERSITY OF MIAMI
SCHOOL OF BUSINESS ADMINISTRATION, Coral Gables, Florida
MASTER OF BUSINESS ADMINISTRATION, December 1989

UNIVERSITY OF MIAMI
SCHOOL OF ARCHITECTURE, Coral Gables, Florida
BACHELOR OF ARCHITECTURE, May 1988

EMPLOYMENT EXPERIENCE

1/2003 – present

ARCHITECT / PRINCIPAL

JEROME GAVCOVICH, ARCHITECT, Bay Harbor Islands, Florida

- Provide full scope of architectural services for multiple projects and project types, including hi-rise commercial, hi-rise multifamily residential, low-rise multi-family residential, single family residential, office tenant buildout, and residential tenant buildout
- Architectural Consultant to the Firm of Kobi Karp Architecture & Interior Design for multiple projects and project types

6/1991 – 6/2004

PROJECT ARCHITECT / PROJECTS COORDINATOR

RAUL A. SUAREZ-DEL CAMPO, ARCHITECT, Miami, Florida

RSC MANAGEMENT, INC., Miami, Florida

- Coordinate and manage all levels of architectural and construction management projects, including institutional, commercial, and residential
- Coordination of Interior Design and space planning efforts related to several of the architectural projects.
- Performed field inspections and prepared reports of residential properties for Bank for construction loan requisitions and loan approval.
- Aided in development of and implemented an approved disaster relief program/model for several national Church based organizations and federal and local agencies, for Hurricane Andrew in 1992, Great Flood of the Midwest in 1993, Northridge Earthquake in Los Angeles of 1994, Central Pennsylvania Floods of 1995, and Upper Midwest Floods (Red River) of 1997.

8/1992 – 11/1997

FINANCE MANAGER

NATIONAL FIRST FINANCIAL CORP., Miami Beach, Florida

- Managed accounts and prepared reports of accounts for accounts receivable financing firm.

2/1990 – 5/1991

ARCHITECT IN TRAINING

SMITH & SMITH DESIGN CORP., North Miami, Florida

- Coordinate all aspects of residential architectural projects. Prepare complete sets of working drawings, including architectural, structural, and electrical plans.

5/1986 – 8/1988

5/1985 – 8/1985

JUNIOR DRAFTSMAN

ROBERT BLEEMER AND ASSOCIATES, INTERIOR DESIGNERS AND PLANNERS, Miami, Florida

- Coordinated projects through completion, including client and supplier relations, design development, working drawings, field inspections, and research.

3/1988 – 6/1988

DRAFTSMAN

TOMAS L. LOPEZ-GOTTARDI, ARCHITECT, Coral Gables, Florida

- Assisted in the preparation of working drawings and obtained building permits for the Ziff Residence in Miami, Florida

PROFESSIONAL ASSOCIATIONS / VOLUNTEER ACTIVITIES

10/2008 – present

MEMBER OF PLANNING & ZONING BOARD
BAY HARBOR ISLANDS, FLORIDA

6/2007 – 9/2008

MEMBER OF DESIGN REVIEW COMMITTEE
BAY HARBOR ISLANDS, FLORIDA



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

Steven Hurwitz

Name of the Board Member



I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.



I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.

Steven Hurwitz

Signature

Steven Hurwitz

Professional Qualifications

PROFILE

Currently utilizing professional experience and education in the public sector, business and commercial real estate fields to provide added value to, and seamless coordination with, the leasing, management and development team. Also responsible for business development and high level client relations.

EXPERIENCE

2001 - PRESENT

CONTINENTAL REAL ESTATE COMPANIES

Coral Gables, Florida

Position: Principal

- ◆ Hands-on marketing and leasing of various projects; exclusive landlord & tenant representation.
- ◆ Business Development:
 - Transacted over 250,000 SF of office deals annually since 2005
 - Costar Power Broker designate (2005-2013)

SELECTED LANDLORD CLIENTS

- ◆ Bank of America
- ◆ GE
- ◆ Greenstreet Partners
- ◆ Tilia Ventures
- ◆ The Miami Herald
- ◆ Viacom Realty (MTV/Nickelodean)
- ◆ LNR Property Corp
- ◆ General Growth Partners
- ◆ Bayview Financial
- ◆ Steelbridge/Apollo

Professional Qualifications

2000 - 2001

CODINA DEVELOPMENT CORPORATION

Coral Gables, Florida

Position: Project Manager

- ◆ Spearheaded all aspects of real estate development on projects assigned including due diligence, design, construction, leasing and budgeting.
- ◆ Reported directly to the President and Director of Development.
- ◆ Handled reporting to debt and equity partners such as JP Morgan, Prudential, St. Joe, Wachovia and Bank of America.
- ◆ Project management responsibilities for over \$60M of development/construction
- ◆ Completed projects include:
 - 355 Alhambra Plaza, a 255,000 SF Class "A" office tower, Coral Gables, Florida.
 - Westside Plaza III, a 105,000 SF Class "A" office building, Miami, Florida.

1995 - 2000

CITY OF MIAMI BEACH, MAYOR & COMMISSION OFFICE

Miami Beach, Florida

Position: Chief of Staff

- ◆ Manage all office operations including staffing, budgeting and protocol.
- ◆ Monitor performance and coordination of all administrative divisions.
- ◆ Represent the Mayor and Commission to the public, media, business community, dignitaries and public officials.

Professional Qualifications

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY

Miami, Florida

Master of Business Administration, 2000

UNIVERSITY OF WISCONSIN

Madison, Wisconsin

B.A. History, 1994

LICENSES

LICENSED FLORIDA REAL ESTATE BROKER

PROFESSIONAL ACTIVITIES/ORGANIZATIONS

- ◆ Greater Miami Jewish Federation
 - Board Member
 - Chairman, Facilities Committee
 - Miami Beach Jewish Community Center Construction Committee
- ◆ Urban Land Institute (ULI)
 - Vice Chairman
- ◆ Leadership Miami
 - Class of 1998 / 99
- ◆ Costar Power Broker 2005 – 2013

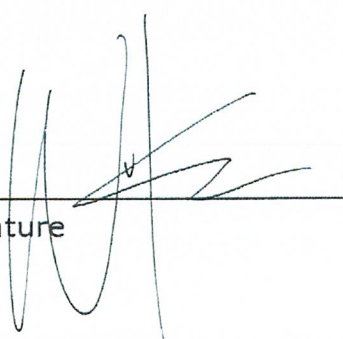


TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

WESLEY KEAN.

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.



Signature



Wesley Kean (*Principal*) founded the award-winning, multi-disciplinary design firm, KoDA in 2015. Before moving to Miami in 2005, Wesley apprenticed under his father, a local builder and carpenter in the Lakes Region of New Hampshire, who remains a key influence in his work today. Wesley is an active member of the American Institute of Architects and a visiting critic at the University of Miami, Florida International University and Miami Dade College. Prior to founding KoDA, Wesley was mentored by renowned architects Terrance Riley and Allan Shulman, as well as landscape architect Raymond Jungles. During this time of mentorship, he collaborated on numerous design projects such as private gardens, retail centers and boutique hotels. Wesley earned a Bachelor of Architecture degree at the University of Miami which included an Urban Design, Architectural Theory and History of Architecture program in Rome, Italy.

Professional Registration:

Registered Architect (Florida) AR97886

Registered Architect (Colorado) AR97886

National Council of Architectural Registration Board (NCARB) 516373

American Institute of Architects (AIA) 38045819

Charity and Community Contribution:

Make A Wish Foundation – Champion

Miami Music Project

Adjunct Professor: University of Miami

Visiting Critic: Florida International University



Kean Office for Design + Architecture, PA (KoDA), Miami Beach FL

Etnia Barcelona

224 NE 2nd Ave, Miami, FL

Completion: December 2016

Construction Cost: \$6,500,000

Scope of Work: The Interior design and space planning for a 4800 SF distribution/retail center for a Barcelona based eyewear brand. Scope of work included space planning, lighting design, life safety design, MEP design and construction management.

Solar Now: Bayfront Circle

Bayfront Park, Miami, FL

Completion Date: TBD

Construction Cost: Withheld upon client request

Scope of Work: The design of a roof-pavilion made of solar panels for the Bayfront Park Amphitheater

APizza Brooklyn

Coral Gables, Florida

Completion: June 2018

Construction Cost: Withheld at clients request

Scope of Work: Architectural space planning, life safety and Interior design of a new restaurant tenant.

Aviation Design Center

Dania Beach Florida 2016

Completion: February 2018

Construction Cost: \$1,200,000

Scope of Work: Architectural and Interior design of a new office building, including procuring city commission and zoning approvals for site plan and a new plat.



Design District Offices

Design District, Miami, FL

Completion: Summer 2017

Construction Cost: Withheld upon client request

Scope of Work: Interior Design/Office Tenant Improvement

Garden House

Bal Harbour, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Ocean Villa

Golden Beach, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Split House

Golden Beach, FL

Completion Date: TBD

Construction Cost: 1,400,000

Scope of Work: Architecture + Interior Design, Landscape design

Tradewinds Residence

Lauderdale By the Sea, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design



Meridian Courtyard

Miami Beach, FL

Completion Date: TBD

Construction Cost: TBD

Scope of Work: Architecture + Interior Design

Peak 4 Residence

Breckenridge, C.O.

Completion Date: Summer, 2018

Construction Cost: 1,200,000

Scope of Work: Architecture + Interior Design

Solar Plaza

Ft. Lauderdale, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

4218 NE 2nd Ave-Mixed use Retail

Miami Design District, Florida

Date of Completion: 2019

Construction Cost: \$15.600.000

Scope of Work: Sub-contracted by K/R Architects to provide Architectural Project Management and consultant services for a 60,000SF mixed use, office above retail building.

Vida at The Point Townhomes (with KZ Architecture)

Aventura, Florida 2018

Date of Completion: 2017

Construction Cost: \$7.500.000



Scope of Work: Project Architect for a new 21,000 SF townhome development. These high-end luxury units have private rear yards and in some cases a rooftop terrace. The project team worked to procure City of Aventura Site Plan Approval for this complex and controversial development.

The Mansions at Acqualina *(with STA Architectural Group)*

Sunny Isles, Florida

Date of Completion: 2015

Construction Cost: \$50,000,000

Scope of Work: Interior Designer/Project Manager for 15,000 SF of common areas within the new high-rise development on Collins Avenue in Sunny Isles. The project team developed the interior design package along with the procurement of design materials for the project.

South Seas Beach House *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$28,000,000

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the existing 9 story 49,635 SF historical oceanfront hotel. The project includes the addition of a new 8 story structure on the West side of the existing hotel to capture the ocean views for a total of 68,950 SF of 118 hotel rooms, increased amenities, an enclosed courtyard and a 2 story pool side cabana.

The Savoy and Arlington Hotels *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$19,000,000

Scope of Work: Lead Designer/Project Manager of the complete restoration and renovation of two historic structures and the addition of four new building components with over 81,000 SF of new residential and commercial space. The overall complex will constitute a 145,000 SF boutique hotel with 134 units.

Collins Plaza Hotel *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$1,500,000

Scope of Work: Project Manager for the complete restoration of a historic lobby retrofitted to contain a new bar and lounge. The project team worked with the owner to procure City of Miami Beach design approval while serving as design & historic preservation consultant.



The Avalon Hotel (with Shulman + Associates)

Miami Beach, Florida 2011

Construction Cost: TBD

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the 23,313 SF historic Ocean Drive hotel. The project includes the transformation of 3 ground floor hotel rooms into an upgraded kitchen and an increase in amenities which include a new lobby, a new green screen trellis over an existing side yard and new window systems.

The Lincoln Theatre (H&M) (with Shulman + Associates)

Miami Beach, Florida 2010

Construction Cost: \$15.600.000

Scope of Work: Project Manager for the renovation, interior remodeling and expansion of a historic building into a retail space. The project team worked with owner to procure City of Miami Beach design approval and later served as Design Consultant for retail tenant *H&M*.

Design Competitions:

"Carnival" A Float for a Community, Barranquilla, CO 2010

Project Team: Wesley Kean

"Downtown" Seaplane Terminal Competition, Miami FL, 2011

Project Team: Wesley Kean, Peter Anselmo, Jose Navalujambo

Honorable Mention

http://www.bustler.net/index.php/article/check_out_the_2010_downtown_miami_entries/

"Reimagining the City" Tropic Magazine, Ft. Lauderdale FL, 2012

Project Team: Wesley Kean, Allan Shulman, Mike Gallea, Brand Gonzalez

Honorable Mention

http://www.powerschram.com/news/pdfs/Tropic_Village%20Scene_article.pdf

Awards + Accolades:

2017 AIA Florida Merit Award of Excellence – Aviation Design Center

2017 Best of Houzz Service Award

2016 AIA Miami Merit Award of Excellence 2016



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

Oscar Sklar

Name of the Board Member

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- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2020-2022.

[Signature]

Signature

Oscar Sklar, AIA
Architect, General Contractor, Real Estate Developer

Education: Pratt University
Brooklyn, NY
Bachelor of Architecture

Registration: Florida, New York, Washington, D.C.
N.C.A.R.B.

Professional Experience:

Sklarchitecture	2001 to Present
Gambach - Sklar Architects	1990 - 2000
Sklar Arkitekts, Inc.	1972 - 1990
William Dorsky & Associates	1970 - 1972
Isaac Sklar & Associates	1969 - 1970
Philip R. Braden & Associates	1967 - 1969
Morris Lapidus & Associates	1965 - 1967

Schools: A-1 Ethel Koger Beckham Elementary School
Kendale Lakes Elementary School Renovations
Royal Green Elementary School Renovations
South Dade Senior High School Renovations
Lehrman Day School Early Childhood Elementary School
Hebrew Academy Campus

Religious Institutions: Cuban Hebrew Congregation of Miami

Community Service: Member – Design & Review Committee –Bay Harbor, Fl.
Vice President, Bay Harbor Development Association
Board of Directors-Pasternak Montessori School- Miami Beach, Fl.
Member of the Boar of Directors, Downtown Miami Partnership
Member, Planning Board, Surfside, Florida
Board of Directors, Cuban Hebrew Congregation of Miami
Board of Education, Temple Emanu-El
Member, Board of Realtors, Miami Beach, Florida
Member, Convention Center Advisory Board, Miami Beach, Fl.
Member, American Institute of Architects, Government Affairs
Member, Greater Miami & The Beaches Hotel Association

Residential: Several Privates Residences

Furniture Showrooms: Casa Bella Showroom, Miami, Florida

Casa Bella Showroom, New York, New York

Single Family Residences: Over 100 Builder Spec Homes

Several Private Custom Homes, Bay Harbor, Bal Harbour,
Surfside, Keystone Point and South Beach, Florida.

**Apartment Buildings
And Condominiums:**

The Terraces, Miami Beach, Florida
Surfside Palms Condominium, Surfside, Florida
Ocean 91 Condominium, Surfside, Florida
Marbella Condominium, Surfside, Florida
Bella Venetia Towers, Miami Beach, Florida
Byron Bay Condominium, Miami Beach, Florida
Byron Park Condominium, Miami Beach, Florida
Abbott Gardens Condominium, Miami Beach, Florida
Bay Harbor 101 Apartments, Bay Harbor, Florida
Champlain Tower East Condominium, Surfside, Florida
Harding Court Condominium, Miami Beach, Florida
Byron 76 Condominium, Miami Beach, Florida
Ocean 73rd Lofts, Miami Beach, Florida

Townhouses:

Lagomar Townhouses, Dade County, Florida
Hollywood Townhouses, Hollywood, Florida
Kotler Townhouses, Bay Harbor, Florida
ECCO- Bay Harbor Islands, Florida

Banks:

Capital Bank

(Now Regions Bank)

Downtown Miami, Florida

Corporate Headquarters Interiors

Fort Lauderdale, Florida

Main Branch, North Bay Village, Florida

Executive Office, North Bay Village, FL

41st Street Branch, Miami Beach, Florida

Kendall, Florida

Oakland Park, Florida

Adams Morgan Branch, Washington, D.C.

Union Federal Bank

(Now Miami Savings Bank)

Downtown Miami, Main Offices

Executive Offices, Miami, Florida

S.W. 8th Street, Miami, Florida

Washington Avenue, Miami Beach, FL

Executive Offices:

Savitt Consultants, Bay Harbor, Florida
Dr. Rauch, Perodontics Offices, Bay Harbor, Florida
Dr. Velasco, Dermatologist Offices, Bay Harbor, Florida
Dr. Scheib, Dermatologist Offices, Bay Harbor, Florida
Dr. Eisner & Baumel, Neurologist Offices, Bay Harbor Fl.

Office Buildings:

Lincoln Center Mall, Miami Beach, Florida
Harbor Plaza, Bay Harbor, Florida
Mc Crory's - Retail Building
Carrion Building, Jewelry Center, Miami, Florida
Capital Plaza I & II - Kendall Dr. Kendall, Fl.
Capital Plaza - Oakland Park, Fl.
KC Property - Bay Harbor Islands, Fl.
1080-1090 Kane Concourse, Bay Harbor Islands, Fl.
Concourse Terrace I & II, Bay Harbor Islands, Fl.

2020 - 2022

**NEW INTERESTED
RESIDENTS
INFORMATION**

Alba Chang

From: Janet Adler <JAdler115@aol.com>
Sent: Thursday, September 10, 2020 4:33 PM
To: Alba Chang
Subject: Volunteering
Attachments: RESUME2020.docx; 2019 resume for Board Vote.docx

Dear Ms. Chang:

Attached you will find a resume of work experience and also my "resume" when I was running for the Board of Directors of Island Pointe where I reside.

I am volunteering for a seat on the Planning and Zoning Board and hope you will put my name under consideration. Should you need to reach me my cell number is the 917 number below and the 212 number is a land line for my company. I can reference just about everyone on the City Council. I look forward to hearing from you.

Sincerely,
Janet

Janet Adler
Janet Adler Realty, Ltd.
212.427.3809
917.834.2246



***Wire Fraud is Real*. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions.** Please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov
From: jadler115@aol.com

Message Score: 34
My Spam Blocking Level: High

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**

[Block](#) this sender
[Block](#) aol.com

This message was delivered because the content filter score did not exceed your filter level.

JANET ADLER
10350 W Bay Harbor Drive
Bay Harbor Islands, Fl. 33154
(212) 427 3809 – (917) 834 2246
Janet@Janetadlerrealty.com

WORK EXPERIENCE

REAL ESTATE BROKER

1995 - present

Janet Adler Real Estate

Janet Adler Real Estate was incorporated in 1995 to accommodate a developing referral business and has consistently had a combination of sales and rentals in the multi millions of dollars both in Manhattan, Brooklyn and Las Vegas, Nevada. Running the company has entailed networking, advertising, establishing pricing, negotiating, having board packages completed in a timely manner, directing open houses and closing the sale. Keeping abreast of the market via classes and literature has been an important function of the job.

SALES ASSOCIATE – ASSOCIATE BROKER

1991 - 1995

Feathered Nest

During the first months at Feathered Nest I developed a sales manual for the company which was given to all of the employees. The following years I learned the buildings, rented a number of apartments, became an associate broker and started to emerge as a sales broker. .

DISTRICT MANAGER

1971 - 1990

ADLER BUSINESS MACHINES

I was the first female District Manager working for a National Company in America. I covered three States; part of New York, all of New Jersey and all of Connecticut. My responsibilities included representing the company to major corporations, assigning dealers to an area and setting their goals. I was also responsible for the training of their salespeople with our product line. I was fortunate to win a number of sales contests which afforded me the opportunity to travel to a number of different Countries. My territory had the largest sale in the history of the company; 7,000 typewriters to The Aetna Insurance Company. During the 21 years I was with Adler Business Machines the company was merged or sold three times. When it was sold to Olivetti the management decided to discontinue all outside sales personnel.

TRAINING COORDINATOR

1969 - 1971

Adler Business Machines

My responsibilities included training the sales people working in the dealerships in the Northeastern States from Vermont to Washington, DC. I represented the company at major conventions and presented new products to the industry and to major accounts. During that time I opened both Sikorsky Aircraft and Xerox Corporation amongst others.

Dear Neighbors,

I am submitting myself as a candidate to run for a position on your board. Being a previous board member in Island Pointe in 2015 and in my NYC coop; along with my 30 years as a Real Estate Broker transacting with hundreds of boards, gives me a unique perspective and experience that I will utilize to help make living in Island Pointe more satisfying and hopefully more financially beneficial.

I moved into the building in 2012 as a full time resident. Most of you know me and my little Maltese, Sizzle, from walks around the building. Some of you know me as the person who started "wine night" and as a member of the group who helped defeat the building "The Wave" from going up to 125'. Some of you will remember that I did the Farmers Market in Bay Harbor. Now I am busy working with the group on 1177 Kane Concourse in an effort to make the builders "stick to the code".

Few of you know that I have my own brokerage in NYC with 5 brokers concentrating on sales and rentals of co-ops and condos in Manhattan. Having daily interactions with boards, board members and policies makes me more than qualified to help make decisions which will best benefit our collective futures.

As you know property values here at Island Pointe have languished while the surrounding properties and real estate country wide are experiencing near peak pricing. However, if we wish to stay viable in the new development real estate market in Bay Harbor we must plan and execute a better future for us all. By creating the highest standard of living we ensure the highest property values. By improving a dozen little things the quality of life goes up and so do property values. I have enough experience to know what works and what may not.

If you'd like to speak with me you can reach me on my cell (917 834 2246), my landline (212 427 3809), or my personal e mail which is JAdler115@aol.com.

Thank you in advance for your consideration.

Sincerely,

Janet Adler

Alba Chang

From: Jeri Goodkin Dausey <Jeri@SBCFL.COM>
Sent: Tuesday, September 8, 2020 8:51 AM
To: Alba Chang
Subject: Planning & Zoning Board
Attachments: JERI_DEE_GOODKIN CV.pdf; Jeri Goodkin Dausey Bio.pdf

Hello Alba,

I would like to volunteer to serve on the Planning & Zoning Board. I have attached my CV and Bio as per the September, 2020 newsletter.

If you should need any additional information, please do not hesitate to email or call me.

Regards and be safe,

Jeri

Jeri Goodkin Dausey

South Beach Construction, Inc.
1111 Kane Concourse, Suite 509
Bay Harbor Islands, Florida 33154
P 305.957.0088 | F 305.359.3389 | M 786.258.0187
E jeri@sbcfl.com | W www.sbcfl.com



Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov

From: jeri@sbcfl.com

Message Score: 50

My Spam Blocking Level: High

High (60): **Pass**

Medium (75): **Pass**

Low (90): **Pass**

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[Block](#) sbcfl.com

This message was delivered because the content filter score did not exceed your filter level.

JERI DEE GOODKIN DAUSEY

WORK EXPERIENCE

11/2004 - Present

South Beach Construction, Inc. & Violation Clinic, Inc. | Miami Beach, Florida 33139
CEO, Qualifying Agent

DUTIES & RESPONSIBILITIES: Responsible for the coordination and supervision of all phases of construction and development for both the commercial division and residential division throughout the United States within the corporate portfolio. Responsible for the overseeing, management and coordination of all consultants, contractors, sub-contractors, and design team. Prepare scope of work, budgets, timelines and interior and exterior specifications.

Responsible for the preparation of condominium documents in conjunction with the attorney as well as the creation a of community development districts to coordinate with all government agencies and their specific requirements. Accounts receivable, accounts payable, budgeting, estimating, back charges, change orders and the coordination of various construction documents required. Processed all applications for payment (provided by each subcontractor) and prepared all back charges and change orders accordingly.

Supervise special construction requirements per specifications provided by engineers and architects. Coordinate and perform punch-list and walk through inspections with the architect, engineer and owner. Responsible for the permitting plans and specifications with the various government agencies. Coordination of revisions, and as-built drawings with the consultant/design profession. Prepare and coordinate with "team" the maintenance manuals, operation manuals and warranty information for distribution to the condominium association or individual tenant. Projects consisted of residential, multi-use ground-up and commercial projects for new construction as well as major renovations and condominium conversions. This also includes Historical renovations and restoration work.

Responsible for technical work in the national, state, federal and local laws, codes, ordinances and regulations through reviewing construction plans and specifications in conjunction with performing inspections on new and existing buildings, structures and properties.

03/2004 – 6/2008

Hudson Capital, LLC, Miami, Florida 33137
Vice President of Development & Construction

DUTIES & RESPONSIBILITIES: Responsible for the coordination and supervision of all phases of construction and development for both the commercial division and residential division throughout the United States within the corporate portfolio. Responsible for the overseeing, management and coordination of all consultants, contractors, sub-contractors, and design team. Prepare scope of work, budgets, timelines and interior and exterior specifications.

Responsible for the preparation of condominium documents in conjunction with the attorney as well as the creation a of community development districts to coordinate with all government agencies and their specific requirements. Accounts receivable, accounts payable, budgeting, estimating, back charges, change orders and the coordination of various construction documents required. Processed all applications for payment (provided by each subcontractor) and prepared all back charges and change orders accordingly.

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Responsible for technical work in the national, state, federal and local laws, codes, ordinances and regulations through reviewing construction plans and specifications in conjunction with performing inspections on new and existing buildings, structures and properties.

JERI DEE GOODKIN DAUSEY

05/1995 - 06/2004

1998-Promoted to Senior Building Inspector

City of Miami Beach Building Department

Building Inspector, Roofing Inspector, Accessibility Inspector

DUTIES & RESPONSIBILITIES: Responsible for technical work in the national, state, federal and local laws, codes, ordinances and regulations through reviewing construction plans and specifications in conjunction with performing inspections on new and existing buildings, structures and properties. Responsible for creating the Enforcement Division within the Building Department and designed, developed and implemented the policies and procedures of the Enforcement Division.

Responsible for inspecting, investigating, preparing and presenting cases before:

City of Miami Beach Special Master: The Special Master is responsible for the providing assistance to the Building Department to obtain compliance of a Notice of violation for owners who violated the City of Miami Beach Municipal Code in conjunction with the South Florida Building Code and the Florida Accessibility Code for Building Construction.

The Construction Trades Qualifying Board: This board is responsible for hearing cases brought to them by The City of Miami Beach on behalf of the owner or a complaint filed by the City of Miami Beach through a Notice of Violation. The Construction Trades Qualifying Board hears cases for local licensed contractors who are not only responsible for complying with the South Florida Building Code but for Chapter 10 of The Metropolitan Municipal Code. Licensed contractors are heard before the board only for willful South Florida Building Code violations.

The Department of Business and Professional Regulation: This state department regulates state and local licensed contractors who violated the South Florida Building Code and Chapter 489 and related chapters of the Florida Statute.

Miami Dade County Unsafe Structures Board: Perform inspections to determine whether the residential or commercial structure is safe in accordance with the guidelines set forth in the South Florida Building Code. Prepared documentation (evaluation, calculations, etc.) to the condition of the structure that was then presented to the board for final determination as to repair or demolish that particular structure.

State Attorney's Office: Prepare cases for unlicensed construction activity for homeowners were victims of unlicensed contractors. Testifies as an expert witness for these cases as well as cases that have been filed previously by Metro Dade County Building & Zoning as a result of the "Hurricane Andrew Task Force".

Board of Rules & Appeals: This Board is responsible for hearing cases brought to them by the City of Miami Beach for willful South Florida Building Code violations. This Board hears cases for State of Florida licensed contractors.

1997 - 06/2005

Town of Surfside

Consultant

DUTIES & RESPONSIBILITIES: Responsible for technical work in the national, state, federal and local laws, codes, ordinances and regulations through reviewing construction plans and specifications in conjunction with performing inspections on new and existing buildings, structures and properties.

1997-1999

ACCESS NOW, INC. (Non-Profit Organization)

Accessibility Inspector & Expert Witness

DUTIES & RESPONSIBILITIES: Responsible for providing accessibility inspections, plan review services and expert witness testimony for complaints received regarding the American Disabilities Act. These inspections and plan review services are performed on both new and existing properties.

JERI DEE GOODKIN DAUSEY

1993-1995

Miami Dade County Building & Zoning

Building Inspector I

Contractor Enforcement Division, Unsafe Structures Division

DUTIES & RESPONSIBILITIES: Responsible for technical work in the national, state, federal and local laws, codes, ordinances and regulations through reviewing construction plans and specifications in conjunction with performing inspections on new and existing buildings, structures and properties.

Performed post hurricane Andrew inspections for both residential and commercial projects. These inspections were generated from complaints from persons who suffered great loss from licensed and unlicensed contractors committing fraudulent acts. These inspections were performed for the State Attorneys' Hurricane Andrew Task Force, Florida Department of Law Enforcement, Department of Business & Professional Regulation, Metro Dade County Police Departments' Hurricane Andrew Task Force as well as Metro Dade County Building & Zoning Contractor Enforcement Division. A complete detailed report and a Notice of Violation were generated outlining the South Florida Building Code violations as well as national, state federal and local laws and ordinance violations. Depending on the type of case, these reports were used in conjunction with expert witness testimony for various types' court proceedings for the different agencies involved as well as the Metro Dade County Construction Trades Qualifying Board. Performed inspections to determine whether the residential or commercial structure is safe in accordance with the guidelines set forth in the South Florida Building Code. Prepared documentation (evaluation, calculations, etc.) to the condition of the structure that was then presented to the Metro Dade County Unsafe Structures Board for final determination.

EDUCATION

1994 -Present	Continuing Education	State of Florida Mandatory Requirement for all Licenses
1986-1987	Construction Academy	General Contractors Preparation Course
1980-1982	Bauder College	Associates of Arts – Interior Design

ACCOMPLISHMENTS & RECOGNITIONS

State of Florida, Certified General Contractor	CGC-041575	Since 1987	Current / Active
State of Florida, Certified Roofing Contractor	CCC-057358	Since 1996	Current / Inactive
State of Florida, Certified Standard Building Inspector	BN-0001367	Since 1994	Current / Active
State of Florida, Certified Roofing Inspector	SRI-0000027	Since 1997	Current / Active
Dade County Board of Rules & Appeals Certification	9819999021085	Since 1994	Current / Active
State of Florida, Real Estate Sales Associate	SL3229848	Since 2010	Current / Active
State of Florida, Community Association Manager	CAM42779	Since 2014	Current / Active
State of Florida, Home Inspector	HI4866	Since 2011	Current / Active
State of Florida, Mold Remediator	MRSR1232	Since 2011	Current / Active
State of Florida, Mold Assessor	MRSA1152	Since 2011	Current / Active
State of Florida, 0620-Public Adjuster All Lines	W431607	Since 2017	Current / Active
State of Florida, Lead Inspector & Renovator/R-118349-09-05189 Certificate 144247		Since 2010	Current / Active
Toxic Substances Control Act Section 402 – Lead Paint Inspector, Renovator, Repair & Painting Activity – 40 CFR Part 745.89			

Broward County Community College, Municipal Fire Inspector - Pending State Examination

State of Florida, Real Estate Broker – Pending State Examination

Operation 300 - Volunteer

National Association of Professional Women - Lifetime Member

Cambridge Who's Who - Lifetime Member Honors Edition

Women in Construction – Lifetime Member

JERI DEE GOODKIN DAUSEY

PROFESSIONAL AFFILIATIONS & TEACHING EXPERIENCE

Order of Eastern Star	2018 - Present	
City of Miami Beach Chamber of Commerce	2014 - Present	Pillar Member
Miami Association of Realtors	2010 - Present	Realtor Associate
South Florida Building Officials Council	1993 - Present	Miami-Dade County Chapter
Building Officials Association of Florida	1993 - Present	State of Florida Chapter
Southern Building Code Congress	1993 - Present	Professional Membership
Jacksonville Chamber of Commerce	2006 - 2008	Trustee Member
United Way - Leadership Program	1999 - 2004	Miami-Dade County
Educational Coordinator Annual Seminar	1993 - 1998	Miami-Dade & Broward
Building Official & Inspectors Association	1993 - 1998	Broward County Chapter
Plumb-Ed	1998 - 1999	Instructor

SKILLS

Effectively handles multiple tasks simultaneously with strong organizational skills and very detailed oriented. Demonstrates ability to acquire and apply knowledge rapidly. Independent worker with minimal supervision and contributes to a team (team player). Computer literate with knowledge of a wide variety of software programs to include but not limited to Microsoft Word, Microsoft Excel, and Microsoft Power Point, Microsoft Project and various construction software.

PERSONAL DATA

Date of Birth: October 13, 1962 - Health: Excellent - Marital Status: Married

CONSTRUCTION PROJECTS ALONG WITH SCOPE OF WORK WILL BE PROVIDED UPON REQUEST
PERSONAL REFERENCES & PROJECTS COMPLETED TO DATE AVAILABLE UPON REQUEST

Jeri Goodkin Dausey

It was not too long ago that a young women entering the workforce generally gravitated toward the proverbial "pink collar" professions and became teachers, nurses and most often receptionists. Today, the sky is the limit, the choices are vast and endless, whether one dreams of piloting a cruise ship or constructing a building, women can succeed in any industry. This is exactly how Jeri Goodkin Dausey molded her career. Well known and respected within the construction and compliance industries, she is continually furthering her education through continuing education courses and is updated on all of the industry standards and laws.

"I started in the construction industry when I was about eight. My father, who is now a retired contractor/developer, would take me to all of his job-sites. I absorbed everything and to this day he will tell you that he never thought I was paying attention. He is my true mentor, and it is because of him that I maintained the family tradition within the construction industry by becoming a fourth generation general contractor on both sides of my family."

With over twenty-five years in the construction industry, 4th generation contractor and several State of Florida licenses and certification, including Certified General Contractor, Certified Building Inspector she brings a wide range of skills and knowledge to South Beach Construction. Prior to venturing into the private sector, she held the position as Senior Building Inspector for approximately ten (10) years with the City of Miami Beach Building Department and is responsible for implementing the violation and special master program. Through her years of extensive education and experience combined with her multifaceted background, she is a unique asset and offers an array of expertise that is truly admirable, by any gender.

"I think that as a woman I do bring a different perspective to the job, having the various licenses and certifications, and a degree in Interior Design, I think that my diverse background is a major asset to my clients."

Alba Chang

From: Art Krebs <artk@constructionart.us>
Sent: Thursday, September 10, 2020 11:18 AM
To: Alba Chang
Subject: Bay Harbor Islands Sustainability Committee
Attachments: AAK 2019.docx

Dear Alba,

Hope this email finds you well.

My name is Art Krebs, resident in Bay Harbor since the 1990's recently returned to the island after over 24 years of being away.

With over 30 year experience in sustainability, I am today the Vice President of Lockett & Farley Development, oldest Architectural and Engineering firm in the country and in charge of Sustainable development globally and also, CEO of Construction Art, top 500 solar contractor worldwide, and a General Contractor (inactive) and Solar contractor in Florida and many other states.

I would be honored to be considered part of the committees for sustainability or planning and zoning. Adding value and decarbonizing communities through energy efficiency is my passion.

Below please find my LinkedIn profile for your review and consideration as well as my curriculum as requested.

<http://linkedin.com/in/art-krebs-4647b816>

Look forward to your response.

Sincerely,

Art Krebs

CEO
www.ConstructionArt.us
(770) 329 4271 cell
(423) 638 8750 fax
(888) 930 2255



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This electronic transmission may contain Confidential Privileged communications and is intended only for the recipient(s) named above. Receipt of this transmission by any person other than the intended recipient does not constitute permission to examine, copy, or distribute this electronic transmission or any attachments thereto and doing so is strictly prohibited. If you receive this electronic transmission in error, please notify the above sender immediately, by either electronic mail message to constructionart@constructionart.us or by telephone to (888) 930-2255. Also, we request that no copies be made of the original electronic transmission and that the transmission and all attachments be destroyed and properly disposed of.

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To: achang@bayharborislands-fl.gov

From: artk@constructionart.us

Message Score: 50

My Spam Blocking Level: High

[Block](#) this sender

[Block](#) constructionart.us

High (60): Pass

Medium (75): Pass

Low (90): Pass

This message was delivered because the content filter score did not exceed your filter level.

ART A. KREBS
9660 W Bay Harbor Dr #3B
Bay Harbor Islands, FL 33154
770-329-4271 • artkrebs@usa.net

SENIOR VICE PRESIDENT OF OPERATIONS

Dynamic professional with over seventeen years experience generating millions of dollars in new revenue, strategically directing all aspects of operations for regional, national, and global corporations. Maximizing ROIs and accelerating productivity, developing and executing high-impact plans. Conducting in-depth analysis into comprehensive processes, identifying and executing innovative, high-quality, and cost-effective solutions..

Strategic Planning • Business Development • Profit Enhancement • Project Management • IT & MIS
Resource Allocation • Process Improvements • Master Manual Writing • Relationship Management
Leadership • Cost Reduction • Finances & Accounting • Operational Analysis • QA • Negotiations

PROFESSIONAL EXPERIENCE

LUCKETT & FARLEY DEVELOPMENT

2016 to present

Senior Vice President of Operations

Direct and Lead all Aspects of Development Projects in the South East Region and overseas. Responsible for the successful analysis, procurement and development of high end sustainable hospitality resorts through operations. Financial analysis, negotiation of contracts, acquisitions, financing, entitlements, construction and Legal procedures.

VERINT SYSTEMS, Alpharetta, GA

2012 – 2015

Principal Solutions Consultant

Workforce and Customer Engagement Optimization consultant providing Global Fortune 100 prospect customers with impacting business solution plans based on Six Sigma discovery procedures which allow identifying areas of strengths and weaknesses within the prospects operational and business processes and bring clear business advantage.

CONSTRUCTION ART, Afton, TN

2008 to Present

Chief Executive Officer

Direct and lead all aspects of energy consulting and implementations providing commercial, residential clients with green analysis, design and implementations. Design and execute renewable energy strategic business plans, generating new business and cultivating current client relationships. Implementing continual process improvements and back office systems.

DIVERSIFIED COMMERCIAL BUILDERS

2005 – 2007

Construction Operations Consultant, Project Manager & Estimator

Design and execute strategic business plans, generating new business and cultivating current client relationships. Analyze operations, develop and implemented process improvements. Complete detailed estimating on pricing, budgets, forecasting, and scheduling for new and existing models, including communications from architects, engineers, and government authorities. Negotiate and manage contracts, performing initial contact, screening, bidding, and closing. Interface with suppliers, procuring all materials and equipment, ensuring high-quality and cost effective purchasing. Allocate resources. Supervise field superintendent, coordinating all daily subs.

- Increased sales 15% and raised profits 50% in 6 months, strategically directing operations.
- Improved profitability substantially and enhanced customer satisfaction, optimizing production, communications, and reporting.
- Designed and launched high-impact back office tools and procedures.

- Researched, procured, and implemented new estimating and accounting systems.

CHARTER COMMUNICATIONS**1995 – 2004***(Formerly Cablevision Communications)***Corporate Project Manager / Internal Consultant**, St. Louis, MO (2000 – 2004)

Standard Procedures and Process Improvement Project Management, Site Consolidation

. Acting Operations Consultant and Liaison on integration efforts between Corporate, Divisional and Inter departmental levels.

- Developed and deployed Charter's master Customer Care Implementation Manual to better support a 6.5M customer base.
 - Construction of sixteen \$12M, 45k sq.ft. 400-seat state of the art contact centers within a 36-month period.
 - Increased call volume capacity by 25% reflected in a 5% revenue growth in '04.
- Developed and executed migration detailed work plans.
 - Migration of 350 offices into 16 contact centers equating to \$23M expense reduction and 16% workforce shrinkage '02 to '03.
- Authored and deployed Customer Care's Troubleshooting Manual.
 - Increased one customer contact resolution by approximately 15% drastically reducing unnecessary truck roll rates by up to 30%.
- Developed and implemented Corporate Standard Procedures.
 - Enforced consistency in customer call handling increasing customer satisfaction by approximately 27%.
- Developed and deployed Standard Performance Metrics on Work Order Accuracy.
 - Provide constancy in performance reporting and enforcement of accountability resulting in approximately 20% increase in work order accuracy.

North Georgia Group Director of Finance / IT Manager, Duluth, GA (1999 – 2000)

Financial Management of the North Georgia operations, integration of back office infrastructure and systems implementation.

- Deployed the first Digital Video On Demand services on DIVA, GI and DST platforms.
 - Creation of new revenue source resulting in approximately 3.9M VOD homes passed in '03.

Accounting Manager / MIS, Miami, FL (1995 – 1998)

Accounting Management and Operational control. Implementation of integrated control procedures, related reporting and information systems management.

- Managed deployment of first High Speed Data services to cable subscribers.
 - Creation of new revenue source of approximately \$50M monthly income and over 1.4M customers by '03.
- Developed and implemented cost reducing procedures, accounting report automation, and inventory laser tracking system.
 - Increased efficiencies in inventory control equating to \$1.2M yearly savings.
- Implemented a 100-user LAN/WAN area network including analog and digital communications.
 - Increased productivity by approximately 35% allowing customer growth rates of up to 12%.

OTHER EXPERIENCE**JDC AMERICA**, Miami, FL**1994 – 1995****Asset Manager** (contract project)

Management of \$25 million real property assets holdings.

- Directed management and analysis of real estate operations.

- Consolidated Inter-company Financial statements, and developed integrated Asset management reporting systems for real estate holding portfolio.

MASTERCRAFT, Homestead, FL

1993 – 1994

Project Manager (contract project)

Directed reconstruction and renovations projects from Hurricane Andrew's aftermath. Contract management, payroll, purchasing, accounts payable, and accounts receivable.

- Integrated accounting and construction estimating systems.
- Designed and implemented computer rooms, communications networks.
- Implemented inventory control procedures, critical path methods, project progress reporting and financial analysis.

PERAMCO, Houston, TX

1992 – 1993

Project Manager (contract project)

Management of a \$12 million construction and land development including planning, budgeting, and contract management.

BEVERLY HILLS HOTEL, Beverly Hills, CA

1991

IT Manager

Management of business networking including Remanco Point of sale systems and consolidation of financial reporting of food and beverage and hotel operations.

TURNBERRY ISLE, Aventura, FL

1986 – 1990

Assistant Controller and Systems Analyst

Integrated back office systems including analysis, design, programming, training, and installation of Accounting, Point of Sale, Hotel back and front office, and Database systems.

LICENSURES & CERTIFICATIONS

Strathmore's Who is Who Worldwide Professional of the Year 2008, 2009 & 2010

NAHB Certified Green Professional • Licensed General Contractor in California, Florida, Virginia, Tennessee, North Carolina • Certified Solar Contractor in Florida • Registered Real Estate Appraiser in Georgia • Advanced Consulting Certification, Morning Star • Victoria International Management Certification • Timberline Project Manager & Estimator Certifications • University of California Irvine, Pre-Law Certification • Cornell University, Ithaca NY Real Estate and Hospitality Certifications

EDUCATION

Bachelor Degree in Finance, Southwest Texas State University, TX

Prelaw Certification, University of California, Irvine

Six Sigma Certified

Advance Consulting Certification, Morningstar Consulting

Victoria International Management Certification, Miami, FL

Markham College, Lima, Peru

LANGUAGES

Fluent in English • Spanish • Basic French • Basic Italian • Basic Portuguese • Basic Japanese

Achievements at Charter Communications

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 - Construction of sixteen \$12M, 45k sq. ft. 400-seat state of the art contact centers within a 36-month period.
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- Implemented a 100-user LAN/WAN area network including analog and digital communications.
 - Increased productivity by approximately 35% allowing customer growth rates of up to 12%.

Alba Chang

From: Zack <ztabak13@gmail.com>
Sent: Thursday, September 10, 2020 1:20 PM
To: Alba Chang
Subject: Volunteer opportunity for The Town of Bay Harbor Islands

Dear Ms. Chang,

I am sending you this email to express my interest in volunteering for the Town of Bay Harbor Islands' Planning & Zoning Board. I am currently employed full time as a Director with RBC Capital Markets and am responsible for construction risk management for our affordable housing group. As demonstrated in my attached resume, I have over 24 years experience in construction and real estate development, as well as a Bachelor's Degree in Civil Engineering.

I am a permanent resident of Bay Harbor Islands. My wife and I have owned a home here for nearly two years and now live here on a full time basis. I am thus very interested in getting involved in the Town's planning and development of real estate.

Please let me know if you need any further information. Also, please note, that my participation is subject to approval by my employer, as all outside activities by employees must be approved by our compliance department.

Thanks so much! I look forward to hearing from you!

Itzhak "Zack" Tabak

[1161 101st ST](#)
[Bay Harbor Islands](#)
[614.357.4148](#)

<Itzhak Tabak Resume 2020.pdf>

Sent from my iPhone

[Total Control Panel](#)

[Login](#)

To: achang@bayharborislands-fl.gov [Remove](#) gmail.com from my allow list
From: ztabak13@gmail.com

You received this message because the domain gmail.com is on your allow list.

Itzhak (“Zack”) Tabak

1161 101st Street, Bay Harbor Islands, FL 33154

Telephone: (614) 357-4148

Email: ztabak13@gmail.com

Skills

- Over 24 years of real estate development and construction experience.
- Extensive knowledge of construction engineering, management and design.
- Wide ranging experience in recommending and negotiating technical solutions to development and construction projects.
- Expertise in affordable multifamily housing to include Low Income Housing Tax Credits (LIHTC) and New Market tax credits.
- Expertise in renewable energy projects such as community and utility scale solar projects, as well as wind turbine projects.

Experience

RBC Capital Markets,

Director, Development Risk Management

November 2006 – Present

- Lead the Development Risk Management team of seven construction professionals to oversee and monitor a billion dollar plus portfolio of affordable multifamily housing projects during the construction/rehabilitation phase of development and financing.
- The team performs construction underwriting review, monitors construction progress, performs site inspections, monitors/approves project funding, completes monthly risk assessments and communicates with real estate developers and senior management.
- As Lead for the team, provide and negotiate technical solutions for construction challenges and problems. Work with internal and external legal teams to modify contracts with general partners to reflect agreed upon solutions.
- Responsible for determining technical feasibility for the firm’s investment in and/or equity syndication of solar and wind turbine projects.

Capmark Finance Inc., Director of Construction, 2002 – 2006

EXXCEL Project Management, Construction Estimator and Business Development, 1999 – 2002

Dublin Building Systems, Construction Estimator, 1997 - 1999

Whiting Turner, Construction Project Engineer, 1996 - 1997

Israeli Defense Forces, Officer, 1984 - 1989

Education

The Ohio State University, Bachelor of Science, Civil Engineering (1996)

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 4.

ITEM: Consideration and Approval of the January 13th, 2020, Regular Council Meeting Minutes. Enclosed is a copy of the Draft Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 1-13-20 reg DRAFT

TOWN OF BAY HARBOR ISLANDS MINUTES OF A REGULAR MEETING

A Regular Meeting of the Town Council was held on Monday, January 13, 2020 at 8:10 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

SPECIAL PRESENTATION:

~~Item 1. Report by Miami-Dade County Commissioner Esteban Bove on the 2020 Census.~~

Item 2. Certificate of Achievement for Excellence in Financial Reporting - Melissa Cruz, Assistant Town Manager/Finance Director

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Leonard requested a future agenda item to discuss a possible membership to attract more films in Town.

Council Member Tricoche would like for the Parks and Recreation Committee to discuss the possibility of artificial turf for the dog parks.

TOWN MANAGER'S REPORT:

- Town new website will go live on Friday.
- Next week will be setting meetings to discuss the re-branding process.
- February 14th, 2020 the Department of Motor Vehicle (DMV) will host a mobile office at the Town's Community Center. This will be done the second Friday of every month.
- Notify Me feature on the Town website will be implemented, for traffic alerts and other emergency notifications.
- Tennis courts are schedule to be re-surfaced.
- The School Board will schedule a date for the Town Council to tour the new facility.
- Next Saturday the Town will host its first Concert Series of the year.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports

Council Member Tricoche congratulated the After-School Program Soccer Teams and was excited with the successful Teen Night Event.

Council Member Reid wished everyone a great new year.

Council Member Salver reported attending the Cape Coral Youth Council Meeting.

Council Member Leonard reminded the Council that today was the first day of the State Legislative Session.

Council Member Yaffe asked for residents to watch for the new bills proposed by the state legislators. He also asked for staff to provide a link to the Florida League of Cities on the new Town website.

Vice Mayor Fuller stated that there was a miscommunication with the event start time and asked for the Town Council to agreed on a start time for events.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W. Bay Harbor Drive, thanked Code Compliance Director Patrick Prendergast for his efforts at the hospital. She also asked why the Police Marine boat isn't being utilized.

Frances Neuhut, 1060 Kane Concourse, came forward and thanked the Town Council for the Business District variance for 1048 Kane Concourse.

Marianne Basabe, 10120 W. Bay Harbor Drive, came forward and was concerned with the school overcrowding and traffic.

COMMITTEE REPORTS:

Item 3. Report from the Parks and Recreation Committee. Kathleen Kennedy, Chair

Parks and Recreation Committee Chair Kathleen Kennedy came forward and thanked Director of Community Service Regine Choute for a great and successful Teen Night Event.

Town Council consensus was to host Teen Night once a month during the school year.

She also reported that the air hockey table was schedule to be deliver by the end of the month.

At this time Items 4a, 5, 6, and 10 were pulled from consent agenda for discussion.

CONSENT AGENDA: (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

Item 4. Approval of the following Meeting Minutes:

b. June 10, 2019 - Regular Council Meeting

Item 7. Approval of an agreement between the Town and David Caserta Government Relations, Inc for consulting services at the state level. Enclosed is a copy of the proposed agreement.

Item 8. Consideration and approval of a renewal of a Mutual Aid Agreement with the Village of Miami Shores Police Department and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

Item 9. Consideration and approval of a renewal of a Mutual Aid Agreement with the City of Sunny Isles Police Department and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

ACTION: Council Member Yaffe made a motion to approve the consent Agenda. Council Member Tricoche seconded the motion and it passed unanimously.

Item 4. Approval of the following Meeting Minutes:

a. May 13, 2019 - Regular Council Meeting

Council Member Reid requested the meeting minutes for May 13th, 2019 provide more details for Item #4.

Item 5. Consideration and Approval of a resolution to appoint Frank C. Simone as the Town Attorney.

Council Member Reid asked which invoices were currently outstanding and requested a future agenda item to pursue a legal demand for the over payment to Attorney Craig Sherman.

Assistant Town Attorney Simone clarified that he has been separated from the Sherman & Sherman Law Firm since 2011.

There was a brief discussion to appoint a Town Attorney; the fraud allegation against Former Town Attorney Craig Sherman; the possibility to add Joseph Geller as an Assistant Town Attorney; a request to advertised a Request for Qualification for the legal services; and the proposed rates from Attorney Simone.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that she was not aware that Assistant Town Attorney Simone was being paid separately.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, felt that the Assistant Town Attorney Simone has been very hard on the residents.

Harry Bruder, 1280 93 Street, came forward and was in favor of Frank Simone appointment as the Town Attorney.

CLOSED PUBLIC COMMENT

ACTION: Mayor Bruder made a motion to appoint Frank Simone as the Town Attorney. Council Member Tricoche seconded the motion and it passed unanimously.

Consensus was for staff to move forward and advertised a Request for Proposals for legal services.

Vice Mayor Fuller requested notification of selection for Assistant Town Attorney.

Item 6. Consideration and Approval of a resolution requested by Council Member Leonard and Co-Sponsored by Vice Mayor Fuller to join the Florida Hate Crimes Coalition.

Eric Ross on behalf of the Anti-defamation League urged the Town Council to consider joining the Florida Hate Crimes Coalition. The coalition currently had 282 members.

ACTION: Council Member Salver made a motion to approve the proposed resolution as presented. Council Member Tricoche seconded the motion and it passed unanimously.

Item 10. Consideration and Approval of the Council meeting dates for the 2020 calendar year.

Council Member Yaffe stated the proposed meeting date for February conflict with the Legislative Action days. He proposed the February regular council meeting be changed to February 18th, 2020.

Consensus was to change the February Regular Council Meeting to Tuesday, February 18th, 2020.

ORDINANCES ON SECOND READING:

Item 11. Consideration and Approval of an ordinance on second reading requested by Council Member Reid amending Section 23-9 of the Town Code to revise the size of living units in the B-1 Business District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE MINIMUM SIZE OF LIVING UNITS IN ALL USE DISTRICTS; AMENDING SECTION 23-9 OF THE ZONING AND PLANNING CODE TO MODIFY REGULATIONS FOR THE SIZE OF LIVING UNITS IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

At this time Mayor Bruder stepped out of the dias.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the recent project approval of 1177 Kane Concourse. She stated that the project did not have a unity of title.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on second reading. Council Member Tricoche seconded the motion and it passed on a 6-1 poll vote, with Council Member Leonard opposed.

Item 12. Consideration and Approval of an ordinance on second reading amending Chapter 20 of the Town Code providing for water meters and sub-meters for potable water that do not utilize the Town sanitary sewage system. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 20 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UTILITIES, BY AMENDING SECTIONS 20-3, AND 20-9 TO PROVIDE FOR THE INSTALLATION, INSPECTION, AND COST OF WATER METERS, WATER SUB-METERS, WATERBOXES, DEPOSITS, AND TAPPING CHARGES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on second reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 13. Consideration and Approval of an ordinance on first reading amending Sections 23-11(B2)(9) and 23-11(C)(8) of the Town Code to modify the interior floor to ceiling height requirements. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE MINIMUM FLOOR TO CEILING INSIDE HEIGHT REQUIREMENTS FOR RESIDENTIAL USES IN THE RM-2 MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT (NON-WATERFRONT) AND THE B-1 BUSINESS DISTRICT; AMENDING CODE SECTIONS 23-11(B2)(9) AND 23-11(C)(8) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR MODIFIED INTERIOR FLOOR TO CEILING HEIGHT REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and requested for the 1177 Project to abide by the new code amendment.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

At this time Council Member Yaffe stepped out of the dias.

Item 14. Consideration and Approval of an ordinance on first reading allowing general employees to participate in the Town's Deferred Retirement Option Plan (DROP). A copy of the proposed ordinance is attached and an impact statement from the Town's actuary, Chuck Carr.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR AN AMENDMENT TO SECTION 16-83, TO PROVIDE FOR PARTICIPATION OF GENERAL EMPLOYEES IN THE DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Salver made a motion to approve the proposed ordinance on first reading. Vice Mayor Fuller seconded the motion and it passed by unanimous poll vote.

Item 15. Consideration and Approval of an ordinance on first reading allowing general employees to purchase service time for previous employment with a governmental entity. Enclosed is a copy of the proposed ordinance, service purchase analysis and impact statement from the Town's pension actuary, Chuck Carr.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT GENERAL EMPLOYEES TO PURCHASE CREDITED SERVICE FOR PRIOR EMPLOYMENT WITH A DIFFERENT PUBLIC EMPLOYER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Reid made a motion to approve the proposed ordinance on first reading. Council Member Salver seconded the motion and it passed by unanimous poll vote.

DEFERRED ITEMS:

TOWN MANAGER ITEMS: (Town business items requiring Council approval)

At this time item # 17 was taken out of order.

Item 17. Approval of a contract award to JVA Engineering Contractor, Inc. in the amount of \$1,088,394.75 for project number BC-150 - Broad Causeway Corridor Enhancements. This amount includes a \$100,000 contingency.

ACTION: Council Member Salver made a motion to award contract to JVA Engineering Contractor, Inc. Council Member Leonard seconded the motion and it passed by unanimous poll vote.

Item 16. Discussion and direction requested by Town Manager Jimenez regarding the Memorandum of Understanding between the Town and the Town of Surfside to share the cost for a new Part Time Employee to administer the Address Verification Plan at the Ruth K. Broad K-8 Center. The original MOU included the Bal Harbour Village but they declined to participate.

At this time Council Member Yaffe and Mayor Bruder returned to the meeting.

ACTION: Council Member Yaffe made a motion to cover 2/3 of the cost for a new Part-Time employee to administer the Address Verification Plan, if the Village of Bal Harbour does not want to participate and pay the \$3,333 portion. Council Member Tricoche seconded the motion and it passed unanimously.

At this time Mayor Bruder left the meeting - 10:07 p.m.

Item 18. Consideration and Approval of a private Transfer of Development Rights (TDR) transaction of one (1) dwelling unit from Rover Real Estate Investments, Inc. (1080 99 Street) to Millenium Ambianta Corporation (9901 W. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

ACTION: Council Member Leonard made a motion to approve the private Transfer of Development Rights transaction. Council Member Tricoche seconded the motion and it passed unanimously.

DISCUSSION ITEMS:

Item 19. Discussion requested by Council Member Reid to limit the metered parking on Kane Concourse. Enclosed is a copy of the Town Code as it relates to Parking Meters.

Council Member Reid would like to alleviate some of the traffic congestion, so visitors and residents don't park in the Business District indefinitely. Would like for staff to provide an analysis on parking feasibility for all of Kane Concourse.

Town Manager Jimenez will report back with an analysis on how to alleviate the parking on Kane Concourse.

Council Member Leonard also requested a future agenda item loading space possibility.

Item 20. Discussion requested by Council Member Elizabeth Tricoche regarding possibly installing lights in the parks to extend their opening until 8 PM.

Council Member Tricoche requested for the Town Council discussion to extend the park hours to 8:00 p.m. only for the East Island. She also requested for staff to provide suggestions and price estimated for the lighting.

Consensus was to bring an ordinance on first reading amending the park hours to 8:00 p.m. for the East Island only. Any park reservation for parties at the Town parks will cease at 6:00 p.m.

There being no further business to discuss meeting was adjourned at 10:18 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a resolution requested by Council Member Yaffe and co-sponsored by Council Member Leonard recognizing the growing problem of antisemitism in America and calling for the adoption of the International Holocaust Remembrance Alliance (IHRA) working definition of antisemitism as an important educational tool to address it. Enclosed is a copy of proposed resolution.

DESCRIPTION:

The proposed resolution is being requested by Council Member Yaffe and Council Member Leonard to adopt the International Holocaust Remembrance Alliance (IHRA) working definition of Antisemitism, which has become the internationally recognized definition used by governments and international organizations.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Robert Yaffe, Council Member
Jordan W. Leonard, Council Member

ATTACHMENTS

1. Reso - IHRA

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, RECOGNIZING THE
GROWING PROBLEM OF ANTISEMITISM IN AMERICA AND
CALLING FOR THE ADOPTION OF THE IHRA WORKING
DEFINITION OF ANTISEMITISM AS AN IMPORTANT
EDUCATIONAL TOOL TO ADDRESS IT.**

WHEREAS, antisemitism, including harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identify, affiliation, or faith, remains a persistent, pervasive, and disturbing problem in American society;

WHEREAS, Jews continue to be a targeted minority in the United States and are consistently the most likely of all religious groups to be victimized by incidents of hate, and such incidents are increasing at an alarming rate;

WHEREAS, the deadliest attack against the American Jewish community took place on October 27, 2018 at the Tree of Life Synagogue in Pittsburgh, Pennsylvania, killing eleven worshippers and injuring several more;

WHEREAS, state officials and institutions have a responsibility to protect citizens from acts of hate and bigotry, including antisemitism, and must be given the tools to do so;

WHEREAS valid monitoring, informed analysis and investigation, and effective policy-making all benefit from accurate and uniform definitions;

WHEREAS, the International Holocaust Remembrance Alliance (IHRA), by consensus vote of its member states, adopted a Working Definition of Antisemitism in May 2016, which has become the internationally recognized, authoritative definition for use by governments and international organizations. That definition reads in full:

“Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

“To guide IHRA in its work, the following examples may serve as illustrations:”

“Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for “why things go wrong.” It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.”

“Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:”

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

“Antisemitic acts are criminal when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).”

“Criminal acts are antisemitic when the targets of attacks, whether they are people or property – such as buildings, schools, places of worship and cemeteries – are selected because they are, or are perceived to be, Jewish or linked to Jews.”

“Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.”

WHEREAS, the IHRA Working Definition has proven to be an essential tool used to determine contemporary manifestations of antisemitism;

WHEREAS, in the United States, the IHRA Working Definition is utilized by various government and law enforcement agencies in monitoring, training, and education, including the U.S. Department of State and the U.S. Department of Education.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section I: The Town Council of the Town of Bay Harbor Islands adopts the non-legally binding International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism, including the eleven contemporary examples.

Section II: The Town Council of the Town of Bay Harbor Islands will ensure that the IHRA Working Definition of Antisemitism is available as an educational resource for the Department of Police and other city agencies responsible for addressing antisemitism and other forms of discrimination.

PASSED and ADOPTED this 13th day of October 2020.

STEPHANIE BRUDER
MAYOR

ATTEST

MARLENE M. SIEGEL
TOWN CLERK

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a resolution requested by Vice Mayor Fuller urging the Federal Aviation Administration (FAA) to modify flight patterns and altitudes imposed by Nextgen Air Transportation. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is being requested by Vice Mayor Fuller urging the Federal Aviation Administration to reverse the Next Generation System flight patterns that have been adopted, as they are having a significant negative impact on the quality of life of the residents of the Town. As a result of the new flight patterns, the Town is experiencing an increase in noise levels, light and air pollution from low-flying aircrafts.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk
Joshua Fuller, Vice Mayor

ATTACHMENTS

1. Resolution Urging Against FAA NextGen Flight Pattern

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF BAY HARBOR ISLANDS, FLORIDA, URGING THE
FEDERAL AVIATION ADMINISTRATION TO MODIFY
FLIGHT PATTERNS AND ALTITUDES IMPOSED BY
NEXTGEN AIR TRANSPORTATION TO PRE-NEXGEN.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida (the “Town”) is charged with the protection of the health, safety and welfare of the Town’s residents;

WHEREAS, the Federal Aviation Administration (“FAA”), as part of its Next Generation Air Transportation System (“NextGen”), has imposed new flight patterns over the Town (“NextGen Flight Patterns”);

WHEREAS, adoption of the NextGen Flight Patterns is having a negative impact on the quality of life for a large number of Miami-Dade County residents, including residents of the Town;

WHEREAS, as a result of the NextGen Flight Patterns, the Town is experiencing a significant increase in noise levels, light and air pollution almost twenty-four (24) hours a day, from low-flying aircraft;

WHEREAS, the Town has received numerous complaints from concerned citizens of the Town directly impacted by the negative effects of the NextGen Flight Patterns;

WHEREAS, any savings realized through NextGen Flight Patterns should be balanced against the growing negative impact on the Town and its residents; and

WHEREAS, the Town urges the FAA to reverse the NextGen Flight Patterns that have been adopted, to pre-NextGen Flight Patterns, as they are having a significant negative impact on the quality of life of the residents of the Town; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA:**

1. Town urges the FAA to reverse the NextGen Flight Patterns that have been adopted, to pre-NextGen Flight Patterns, as they are having a significant negative impact on the quality of life of the residents of the Town.

2. The Town Council directs the Town Clerk to forward a copy of this Resolution to all United States Representatives from Miami-Dade County, Florida’s United States Senators, FAA Administrator Stephen Dickson and FAA Southern Regional Administrator Michael O’Harra.

PASSED AND ADOPTED on this _____ day of _____ 2020.

STEPHANIE BRUDER,
Mayor

ATTEST:

MARLENE SIEGEL,
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.,
Town Attorney

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 7.

ITEM:

Consideration and Approval of a Memorandum of Understanding (MOU) between the Town and the School Board of Miami-Dade County for the School Based Law Enforcement Officer for the 2020/2021 School year. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The School Board of Miami Dade County on behalf of the Miami Dade School Police Department hereby submits the proposed first amendment to the Memorandum of Understanding for School Based Law Enforcement Officers. The proposed amendments are as follow:

- School Based Law Enforcement Officer will be required to complete School Resources Officer Training to be provide by Miami Dade School Police Department prior to the start of each school year.
- The School Board shall provide the Town with funding up to and including the amount of \$70,337.
- The Town agrees to have at least one (1) School Based Law Enforcement Officer during the entirety of each school day.

Enclosed is a copy of the Memorandum of Understanding.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The School Board shall provide BHIPD with funding up to and including the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per school for which an School Based Law Enforcement Officer is assigned.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. SBLEO MOU - First Amendment Renewal Bay Harbor Islands (2019-2021)

**First Amendment and Renewal to the of Memorandum of Understanding
for School Based Law Enforcement Officers**

This First Amendment, made and entered into this _____ day of _____, 2020, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("the School Board"), by and on behalf of the Miami-Dade Schools Police Department ("MDSPD") and the Town of Bay Harbor Islands ("the Town"), by and on behalf of the Bay Harbor Islands Police Department ("BHIPD") (also referred to as "Law Enforcement Agency") (collectively referred to as the "Parties").

WHEREAS, the Parties entered into the Memorandum of Understanding ("MOU") on April 22, 2019, for the placement of BHIPD school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") for a term commencing July 1, 2018, and expiring June 30, 2019.

WHEREAS, by executing this First Amendment to the MOU, the Parties agree and intend to amend certain terms and conditions to the MOU, as more fully set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree the terms and conditions outlined below shall be amended as follows:

Paragraph 6 on page 2 of the MOU, is hereby amended to read as follows:

6. SBLEOs are required to complete School Resource Officer (SRO) training, to be provided by MDSPD prior to the start of each school year, and mental health crisis intervention training (CIT), as specified in Florida Statute Section 1006.12. Each SBLEO participating in covering schools must, prior to the start of each school year, provide a copy of his/her CIT certificate as proof of completion of CIT.

Paragraph 8 on Page 2 of the MOU is hereby amended to read as follows:

8. For each of the School Board's Fiscal Years 2019-2020 and 2020-2021, the School Board shall provide BHIPD with funding up to and including the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per school for which an SBLEO is assigned as indicated in the chart in Paragraph 9. BHIPD shall provide the School Board prorated invoices for services completed. The School Board will only pay the Town's invoices for services completed. The School Board will not pay invoices for future and/or uncompleted services, regardless of the circumstances for non-completion.

Paragraph 9 on Page 2 of the MOU is hereby amended to read as follows:

9. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD SBLEO shall be present at each of the schools indicated in the chart below during the entirety of each school day. For the purposes of this MOU, a "school day" is defined as a week day in which school is in regular session, from the hours of 7:00 AM to 3:00 PM or 8:00 AM to 4:00 PM, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS
0241	K-8	RUTH K. BROAD/BAY HARBOR K-8 CENTER	1155 93 Street
			TOTAL: 1

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the date first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Alberto M. Carvalho, Date Superintendent of Schools or Designee	THE TOWN OF BAY HARBOR ISLANDS BY: _____ Stephanie Bruder Date Mayor
SUBMITTED BY: BY: _____ Edwin Lopez Date MDSPD Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD BY: _____ Assistant School Board Attorney Date	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY BY: _____ Frank Simone Date Attorney for Town

OFFICE OF RISK AND BENEFITS MANAGEMENT BY: _____ Michael G. Fox <i>Date</i> Risk and Benefits Officer	BAY HARBOR ISLANDS POLICE DEPARTMENT BY: _____ Pablo Lima <i>Date</i> Chief of Police
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AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 8.

ITEM: Consideration and approval of a renewal of a Mutual Aid Agreement with the Miami-Dade Schools Police and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations. This Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. Miami-dade schools MOU Updated

**A LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY
COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THE TOWN
OF BAY HARBOR ISLANDS POLICE DEPARTMENT AND THE SCHOOL
BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE SCHOOLS
POLICE DEPARTMENT**

This Mutual Aid Agreement is entered into by and between The Town of Bay Harbor Islands on behalf of The Town of Bay Harbor Islands Police Department and The School Board of Miami-Dade County, Florida by and through The School Police, a political subdivision of the State of Florida hereinafter referred to as the Miami-Dade Schools Police Department.

WHEREAS, the jurisdictions of The Town of Bay Harbor Islands Police Department and the Miami-Dade County School are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under Section 252.34(3), F.S., and (2) continuing, multi-jurisdictional law enforcement problems of a routine law enforcement nature, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS The Town of Bay Harbor Islands Police Department and the Miami Dade Schools Police Department have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance Agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation Agreement of a routine law enforcement nature that crosses jurisdictional lines;

WHEREAS The Town of Bay Harbor Islands Police Department and the Miami Dade Schools Police Department intend this Agreement to be the underlying and governing Agreement in all future Memorandum of Understanding's entered into by both parties;

■ **NOW, THEREFORE**, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provision of this Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency. However, the only time an officer will work outside of their jurisdiction is if mutual aid is preplanned or invoked and the officer is working and being compensated by the department. All off duty events outside of our jurisdiction will have mutual aid invoked and reimbursed by the requesting agency.

The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

II. PROVISIONS FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this Agreement whereby each may request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating sexual misconduct, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.

III. POLICY AND PROCEDURE

- A.** If a party to this Agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's or designee's decision in this regard shall be final.
- B.** Immediate Response for Assistance — In the event of a 315 (Emergency-Assist Other Officer) Dispatch call, officers may respond to assist and provide necessary law enforcement actions unless a supervisor from the responding agency cancels the response.
- C.** Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor at the scene.
- D.** Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
- E.** Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or the Chief of Police that is involved.

IV. COMMAND AND SUPERVISORY RESPONSIBILITY

- A.** The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.
- B.** Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer.

- C.** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his or her designee of the agency employing the officer who is subject to the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain as a minimum: 1) the identity of the complainant; 2) an address where the complaining party can be contacted; 3) the specific allegations; and 4) the identity of the employees accused without regard as to the agency affiliation. If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

V. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

A. Authority of law enforcement officers operating pursuant to this Agreement:

- 1** Members of The Town of Bay Harbor Islands Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- 2** Members of the Miami-Dade Schools Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- 3** If a violation of Florida Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this Agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
- 4** If a felony, misdemeanor, criminal traffic, or other violations of law occurs in the presence of an officer of The Town of Bay Harbor Islands Police Department, and within the jurisdiction of the Miami-Dade County School, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
- 5** If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the Miami-Dade County School, while outside his or her jurisdiction but within The Town of Bay Harbor Islands Police Department jurisdiction, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of a suspect, if the officer is engaged in a close and continuous pursuit or has been contemporaneously requested to render aid or assistance by an officer of The Town of Bay Harbor Islands Police Department.

- 6** If an officer of the Miami-Dade Schools Police Department is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within The Town of Bay Harbor Islands Police Department's jurisdiction, the officer shall request a Town of Bay Harbor Islands Police Department officer for assistance.
 - 7** If a Town of Bay Harbor Islands Police Department officer is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within the jurisdiction of the Miami Dade County School, the officer shall request a Miami-Dade County School Police officer for assistance.
 - 8** Nothing shall prevent an officer of The Town of Bay Harbor Islands Police Department from stopping and detaining a person who commits an observed motor vehicle violation or misdemeanor on The Town of Bay Harbor Islands Police Department property for the purpose of issuing a citation or summons if the suspect is stopped immediately upon exiting the campus. If a custodial arrest off campus grounds is required and is within the Miami-Dade County School, the Miami-Dade Schools Police Department shall be contacted as soon as possible for assistance.
- B.** Each party agrees to furnish necessary equipment, resources and facilities, and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.
 - C.** The agency furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.
 - D.** The agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may reimburse the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this Agreement.
 - E.** All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

VI. INDEMNIFICATION

To the fullest extent permitted by the law, each party engaging in any mutual cooperation and assistance pursuant to this Agreement, shall indemnify and hold harmless the other participating party, and its appointees or employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the other participating party's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the participating party or other persons employed or utilized by the participating party in the performance of this Agreement. Subject to the provisions set forth in Florida Statute Section 768.28, as amended and revised, neither party shall be liable to pay a claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the other participating party. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require both parties to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. .

VII. FORFEITURES

It is recognized that, during the course of the operation of this Agreement, property subject to forfeiture under Sections 932.701-932.707, Florida Statutes (the Florida Contraband Forfeiture Act) may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the Florida Contraband Forfeiture Act less the costs associated with the forfeiture action.

The participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the Florida Contraband Forfeiture Act.

VIII. SCHOOL CRITICAL INCIDENT RESPONSE PLAN

It is recognized that, during the course of the operation of this Agreement, should a critical incident arise, the parties shall adopt the Miami-Dade County School Critical Incident Response Plan, Joint Roundtable on Youth Safety, dated August 13, 2013. This plan promotes cooperation, consistency and a cohesive unified response by law enforcement and emergency service personnel within Miami-Dade County with an intended purpose to successfully resolve a school crisis and prevent injury or loss of life.

IX. INSURANCE

Each party shall maintain insurance coverage or maintain an ongoing self-insurance program in sufficient amounts for the performance of this Agreement including public liability, automobile liability, police professional liability and workers' compensation. If requested, each party shall provide satisfactory proof of the required insurance or ongoing self-insurance program.

X. CONCURRENT JURISDICTION

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

XI. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until five (5) years from the effective date of this Agreement unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

XII. CANCELLATION

This Agreement may be canceled by either party upon delivery or written notice to the other party and such Agreement shall be terminated thirty (30) days after receipt of this notice. Any notice required or permitted under this Agreement, including any notice of cancellation or termination, shall be effective when personally delivered or sent by first-class mail, return receipt requested as follows:

For the Town of Bay Harbor Islands Police Department:
Town of Bay Harbor Islands Police Department
Attn: Pablo Lima, Acting Chief of Police
9665 Bay Harbor Terrace
Bay Harbor Islands, FL. 33154

AS TO THE SCHOOL BOARD:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912 Miami,
Florida 33132

With a copy to:

The Miami Dade County School Police Department
Attn: Chief Edwin Lopez
Address: 6100 NW 2nd Avenue
Miami, Fl 33127

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132
Miami-Dade Schools Police Department

WHEREFORE, the parties hereto cause these Agreements to be signed on the
____Day of_____,2020.

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

(as to the School Board)

Walter J. Harvey
School Board Attorney – Signature
Date_____

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA**

BY: _____Signature
(Superintendent or Designee)

Name Printed

Date_____

SUBMITTED BY:

Chief Edwin Lopez

TOWN OF BAY HARBOR ISLANDS, FLORIDA

BY: _____
(Signature)

Name: _____

Attest: _____

Address: _____

F.E.I.N (IF ORGANIZATION):_____

School Board Employee: Yes No

M-DCPS Employee No. _____

Risk Management Signature Date

TOWN OF BAY HARBOR ISLANDS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(As to the Town of Bay Harbor Islands)

PABLO LIMA
ACTING CHIEF OF POLICE

DATE:_____

MARIA LASDAY
TOWN MANAGER

DATE:_____

FRANK SIMONE
TOWN ATTORNEY

DATE:_____

MARLENE SIEGEL
TOWN CLERK

DATE:_____

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 9.

ITEM: Consideration and approval of a renewal of a Mutual Aid Agreement between North Bay Village and the Town of Bay Harbor Islands . Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations. This Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. North Bay Village Updated

MUTUAL AID AGREEMENT
BETWEEN NORTH BAY VILLAGE
AND THE TOWN OF BAY HARBOR ISLANDS

WITNESSETH

WHEREAS, it is the responsibility of the governments of North Bay Village, Florida, and the Town of Bay Harbor Islands, Florida (collectively, the "Parties") to ensure the public safety of their citizens by providing adequate levels of police service to assess any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department and the Town of Bay Harbor Islands Police Department (collectively, the "Agencies"); and

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations including, but not limited to emergencies as defined under Section 252.34(3), Florida Statutes; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Parties have authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

- (1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and
- (2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

NOW, THEREFORE, BE IT KNOWN that North Bay Village, a political subdivision of the State of Florida and the Town of Bay Harbor Islands, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

The Chief of Police for North Bay Village and the Chief of Police for the Town of Bay Harbor Islands (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

SECTION III: POLICY AND PROCEDURE

- (a) In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head, or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.
- (b) The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.
- (c) Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in the furtherance of this agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- (a) Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of North Bay Village or

Bay Harbor Islands under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

- (b) Each Party agrees to furnish the necessary equipment, resources, and facilities and to render services to each other Party to the Agreement as set forth above; provided however, that no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
- (c) The Agency furnishing any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
- (d) The Agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. However, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits which apply to the activity of such officers, agents or employee of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- (f) Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual

costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

SECTION V: FORFEITURE

It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. Seized property shall be forfeited and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

SECTION VI: INDEMNIFICATION

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

SECTION VII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until the expiration of a period of five (5) years from the date hereof, unless terminated prior thereto by any or all of the Parties herein.

SECTION VII: CANCELLATION

This agreement may be cancelled by any Party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

IN WITNESS WHEREOF, the Parties hereto cause these presents to be signed on the date specified.

RALPH ROSADO
VILLAGE MANAGER
NORTH BAY VILLAGE

Date:_____

CARLOS NORIEGA
CHIEF OF POLICE
NORTH BAY VILLAGE

Date:_____

ATTEST:

ELORA RIERA
VILLAGE CLERK
NORTH BAY VILLAGE

Date:_____

MARIA LASDAY
TOWN MANAGER
TOWN OF BAY HARBOR ISLANDS

Date:_____

PABLO LIMA
ACTING CHIEF OF POLICE
BAY HARBOR ISLANDS

Date:_____

ATTEST:

MARLENE SIEGEL
TOWN CLERK
TOWN OF BAY HARBOR ISLANDS

Date:_____

**JOINT DECLARATION BETWEEN
NORTH BAY VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS
PURSUANT TO A MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by North Bay Village, Florida and the Town of Bay Harbor Islands, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units, e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2020

RALPH ROSADO
VILLAGE MANAGER
NORTH BAY VILLAGE

Date:_____

ATTEST:

ELORA RIERA
VILLAGE CLERK
NORTH BAY VILLAGE

Approved as to form
And legal sufficiency:

DANIEL A. ESPINO
VILLAGE ATTORNEY
NORTH BAY VILLAGE

Date:_____

PABLO LIMA
ACTING CHIEF OF POLICE
BAY HARBOR ISLANDS

Date:_____

ATTEST:

MARLENE SIEGEL
TOWN CLERK
TOWN OF BAY HARBOR ISLANDS

Approved as to form
And legal sufficiency:

FRANK SIMONE
TOWN ATTORNEY
TOWN OF BAY HARBOR ISLANDS

Date:_____

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 10.

ITEM: Consideration and approval of a renewal of a Mutual Aid Agreement between the City of South Miami and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations. This Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

RECOMMENDED ACTION:

Approve.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. South Miami MOU Updated

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE CITY OF SOUTH MIAMI, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this day Of _____ 2020 (Effective Date), by and between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a municipal corporation having its principal office at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, and the City of South Miami, Florida, having its principal office at 6130 Sunset Drive, South Miami, FL 33143, state as follows:

RECITALS

WHEREAS, it is the responsibility of the governments of the City of South Miami, Florida, and the Town of Bay Harbor Islands, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of South Miami Police Department or the Town of Bay Harbor Islands Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of South Miami, Florida, and the Town of Bay Harbor Islands, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of South Miami and the Town of Bay Harbor Islands have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.1223.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of South Miami, Florida, and the Town of Bay Harbor Islands, Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any

assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

SECTION VII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of the City of South Miami and the Town of Bay Harbor Islands, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishes aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties

extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the City of South Miami receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Bay Harbor Islands shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purpose.

(h) Should the Town of Bay Harbor Islands receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of South Miami shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action. Any participating municipality/agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

SECTION IX. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this

agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2018. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI. CANCELLATION

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2020

TOWN OF BAY HARBOR ISLANDS,

CITY OF SOUTH MIAMI, FLORIDA

FLORIDA

PABLO LIMA
ACTING CHIEF OF POLICE

RENE G. LANDA
CHIEF OF POLICE

Date: _____

Date: _____

MARIA LASDAY
TOWN MANAGER

SHARI KAMALI
CITY MANAGER

Date: _____

Date: _____

ATTEST:

MARLENE SIEGEL
TOWN CLERK

Date:_____

SIGNED AS TO FORM,
LANGUAGE

LEGALITY AND EXECUTION
THEREOF

FRANK SIMONE
TOWN ATTORNEY

ATTEST:

NKENGA PAYNE
CITY CLERK

Date:_____

SIGNED AS TO FORM,
LANGUAGE

LEGALITY AND EXECUTION
THEREOF

THOMAS PEPE
CITY ATTORNEY

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 11.

ITEM:

Consideration and **approval** of a renewal of a Mutual Aid Agreement between the City of Miami and the Town of Bay Harbor Islands. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations. This Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. MAA - Town of Bay Harbor Islands_Miami

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI, FLORIDA AND
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this _____ day of _____, 2020 by and between the CITY OF MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 3500 Pan American Drive, Miami, Florida 33133, and the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation having its principal office at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of Miami, Florida, and the Town of Bay Harbor Islands, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the Town of Bay Harbor Islands Police Department; and

WHEREAS, the City of Miami and the Town of Bay Harbor Islands are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and

- (2) Intensive situations including, but not limited to, natural or man-made disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the City of Miami and the Town of Bay Harbor Islands have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the City of Miami, a political subdivision of the State of Florida, and the Town of Bay Harbor Islands, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Bay Harbor Islands for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic

offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Bay Harbor Islands for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and the Town of Bay Harbor Islands for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, areas searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and Town of Bay Harbor Islands for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor

vehicles thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the action taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such

assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absences of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and the Town of Bay Harbor Islands when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and

immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701 – 932.707, Florida Statutes, known as the “Florida Contraband Forfeiture Act,” may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the provisions of the “Florida Contraband Forfeiture Act.”

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until September 1, 2025. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2020.

MARIA D. LASDAY
Town Manager
Town of Bay Harbor Islands
Date: _____

ATTEST:

ARTHUR NORIEGA
City Manager
City of Miami
Date: _____

ATTEST:

MARLENE SIEGEL
Interim Town Clerk
Town of Bay Harbor Islands

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Frank Simone
Town Attorney

PABLO LIMA
Acting Chief of Police
Town of Bay Harbor Islands

TODD B. HANNON
City Clerk
City of Miami

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

VICTORIA MENDEZ
City Attorney

JORGE R. COLINA
Chief of Police
City of Miami

APPROVED AS TO INSURANCE
REQUIREMENTS:

ANN-MARIE SHARPE
Risk Management Director
City of Miami, Florida

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 12.

ITEM:

Consideration and Approval of a Memorandum of Understanding between the Town and the Dade County Police Benevolent Association to provide a one percent (1%) pay adjustment for sworn law enforcement officers for the performance of their duties substantially dedicated to mitigating or responding to COVID-19 public health emergency. Enclosed is a copy of the Memorandum of Understanding.

DESCRIPTION:

The proposed Memorandum of Understanding (MOU) is intended to assist in responding to the COVID-19 public health emergency by providing the available funding to its first responders such as sworn law enforcement personnel. Law enforcement employees shall received a temporary one percent (1%) pay adjustment added to their base pay for the performance of their duties substantially dedicated to mitigating or responding to the COVID-19 public health emergency. The pay adjustment will be retroactive to March 1st, 2020 and will remain in place for as long as the COVID-19 public health emergency remain in effect or December 30, 2020, whichever is earlier.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Marlene Marante Siegel, Town Clerk

ATTACHMENTS

1. BHI Executed 1% MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF BAY HARBOR ISLANDS AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered this ____ day of September, 2020, between the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. ("PBA") and the TOWN OF BAY HARBOR ISLANDS ("Town"), jointly referred to as the ("PARTIES").

WHEREAS, Miami-Dade County and its municipal governments are currently experiencing the effects of the COVID19 pandemic which has been declared a public health emergency; and

WHEREAS, due to the COVID-19 public health emergency first responders have expanded duties with an increased exposure to COVID-19; and

WHEREAS, the Coronavirus Aid, Relief and Economic Securities Act ("CARES") provides a relief fund to State, Local, and Tribal governments which is intended to assist in responding to the COVID-19 public health emergency; and

WHEREAS, the PARTIES are desirous of providing the available funding to its first responders such as sworn law enforcement personnel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES intending to be legally bound do hereby stipulate and agree as follows:

1. Sworn law enforcement employees certified in compliance with the requirements of Chapter 943 Florida Statutes who are members of a bargaining unit covered by a collective bargaining agreement between the Town and the PBA ("Covered Employee"), shall receive a temporary one percent (1%) pay adjustment added to their base pay for the performance of their duties substantially dedicated to mitigating or responding to the COVID-19 public health emergency retroactive to March 1, 2020 as provided in paragraph 2 ("the 1% pay adjustment").
2. Because the funding of this MOU is based on the CARES Act, the 1% pay adjustment provided by this MOU is temporary and shall remain in place for as long as the COVID19 public health emergency declaration remains in effect or December 30, 2020, whichever is earlier. This means that the work for which payment is due under this MOU must be completed on or before the last date of the COVID-19 public health emergency declaration or December 30, 2020, whichever is earlier.
3. The 1% pay adjustment shall be paid for hours physically worked by the Covered Employee dedicated to mitigating or responding to the COVID-19 public health emergency or hours directly related to a COVID-19 absence, if permissible [Families First Coronavirus Response Act (FFCRA) leave, Sick Injury for COVID-19, Workers' Compensation Leave for COVID-19]. The 1% pay adjustment is not subject to be paid if the Covered Employee is not in pay status or on any unworked paid hours including but not limited to Annual Leave, Educational Leave, Jury Duty, Sick Leave (unrelated

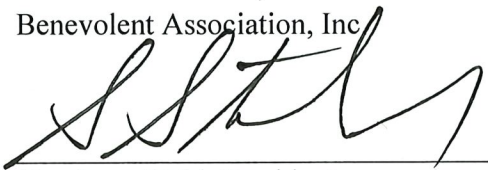
to COVID-19, if permissible), etc. Additionally, the 1% pay adjustment is not to be paid on any leave payouts such as DROP payouts or separation payouts.

4. The 1% pay adjustment shall be pensionable through the Town's local pension plan, and all pension costs associated with the 1% pay adjustment shall also be reimbursed by Miami-Dade County.
5. The Parties recognize that this supplement is being reimbursed to the Village from Miami-Dade County. If for any reason the funding is not provided by the County to the Town, this agreement shall be null and void. The Parties further agree that questions concerning individual eligibility for the 1% shall be presented to the Town Manager, and shall not be subject to a grievance or arbitration under the collective bargaining agreement, nor any other challenge under law.
6. The PARTIES agree and state that no promise, inducement or agreement not expressly contained herein has been made, that this MOU constitutes their entire and final understanding to the subject matter of this agreement, that by entering into this MOU does not constitute a reopening of the collective bargaining agreement between the Parties, and that the terms of this MOU are contractual and not a mere recital.
7. The PARTIES understand that this Memorandum of Understanding and the 1% pay adjustment will be implemented only after ratification by both the PBA's bargaining unit members and the Town of Bay Harbor Islands.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

AGREED TO THIS _____ DAY OF SEPTEMBER, 2020.

For the Dade County Police
Benevolent Association, Inc



Steadman Stahl, President
Dade County PBA



Andrew M. Axelrad, General Counsel
Dade County PBA

For the Town of Bay Harbor Islands.

Marlene M. Siegel, Interim Town Manager

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 13.

ITEM: Consideration and Approval of an ordinance on **first** reading to increase the monthly charge for water service to \$4.81 per one thousand gallons and to increase the minimum monthly service charges for each water meter to \$22.38. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance on first reading is to amend the charges for water service in Town. The proposed increase is from \$4.53 to \$4.81 per one thousand gallons.

In addition, the minimum water service charge for water meter shall be increase from \$21.08 to \$22.38.

Enclosed is a copy the proposed ordinance for first reading.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Melissa Cruz, Assistant Town Manager / Finance Director

ATTACHMENTS

1. Water Rate Increase - FY 20-21 (002)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.81 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$22.38; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its water from Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 6.17% for water services in its preliminary budget; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase water and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, it is necessary for the Town of Bay Harbor Islands to increase the rates which it charges for water services because of higher operating costs;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-5 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

The charges for water service in the Town shall be at the rate of ~~four dollars and fifty-three cents (\$4.53)~~ four dollars and eighty-one cents (\$4.81) per one thousand (1,000) gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

Section 2. Section 20-6 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

There shall be a minimum water service charge for each water meter in the amount of ~~\$21.08~~ \$22.38.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective for all billings rendered after November 1, 2020.

PASSED this 13th day of October, 2020 on first reading.

PASSED AND ADOPTED this _____ day of November, 2020 on second reading.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 14.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance will amend the sewage charges for residential and non-residential users based on the water meter size as outline below.

Water Meter Size	Monthly Base Charge	Proposed Monthly Base Charge
1"	\$84.39	\$87.07
1.5"	\$168.78	\$174.15
2"	\$270.05	\$278.64
3"	\$506.28	\$522.38
4"	\$766.41	\$790.78

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Melissa Cruz, Assistant Town Manager / Finance Director

ATTACHMENTS

1. Sewer Rate Increase - FY 20-21

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 3.18% for sewer services in its preliminary budget and the City of Miami Beach has indicated an unspecified increase in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, the Town of Bay Harbor Islands wishes to increase the rates for sewer service charges in order to fund increased costs for sewage disposal;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-9 is hereby amended to read as follows:

Sec. 20-9. Sewer service- Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential Users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.71~~ \$7.96 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$20.28~~ \$20.92 per living unit regardless of usage.

Non-residential users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.71~~ \$7.96 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	\$84.39	\$87.07
1.5"	\$168.78	\$174.15
2"	\$270.05	\$278.64
3"	\$506.28	\$522.38
4"	\$766.41	\$790.78

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge. tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective for all billings rendered after October 1, 2020.

PASSED ON FIRST READING this 13th day of October 2020.

PASSED AND ADOPTED ON SECOND READING this ____ day of November 2020.

STEPHANIE BRUDER
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 15.

ITEM: Consideration and Approval of the Collective Bargaining Agreement between the Town and the Dade County Police Benevolent Association, Inc. (PBA). Enclosed is a copy of the Collective Bargaining Agreement.

DESCRIPTION:

The proposed Collective Bargaining Agreement between the Town and the Dade County Benevolent Association "PBA" shall be effective October 1st, 2020 through September 30, 2021. Below is a summary of the proposed changes to the Agreement.

- ARTICLE 8 PERSONNEL RECORDS – Added language that officers will be notified of any public records request having to do with them.
- ARTICLE 9 INTERNAL INVESTIGATIONS – added reference to the Law Enforcement Bill of Rights (F.S. 112.532 & F.S. 112.533).
- ARTICLE 11 BASIC WORKWEEK & OVERTIME – Call Backs increased from 2 hours to 3 hours (at OT rate).
- ARTICLE 14 HOLIDAYS
 - Christmas Eve (December 24th) added as a holiday.
 - If shift is on a holiday pay is at 2 times normal rate (was 1 ½ rate).
- ARTICLE 22 SENIORITY – Officer is to bid for shifts, added will also get to bid for the squad (therefore allowing them to select days off).
- ARTICLE 24 OFF DUTY EMPLOYMENT – Town will implement a private entity to run off duty employment and officers will follow policy detailing the off duty responsibilities.
- ARTICLE 26 LAW ENFORCEMENT TRAINING – Added that if range qualification is scheduled on employee's day off officer is paid at 1 ½ rate of pay.
- ARTICLE 28 WAGES
 - 4% wage increase for the year 2020-2021.
 - Annual Clothing allowance increased to \$750 detectives and \$500 to non-detectives.

Enclosed is a copy of the proposed Collective Bargaining Agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

A 4% across-the board increase was budgeted for the 2020/2021 FY for police based on the proposed contract.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Marlene Marante Siegel, Town Clerk
 Maria Lasday, Town Manager

ATTACHMENTS

1. rev.2020-2021 BHI CBA DRAFT with strikes_

~~2017~~ 2020 – ~~2020~~ 2021 COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

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PURPOSE AND INTENT

The general purposes of this Agreement are to provide an Agreement for wages, hours and conditions of employment of the employees covered by this Agreement except as otherwise provided by Constitution, Statute, Charter and Ordinance, to prevent interruption of work and interference with the efficient operation of the Town and performance of Town operations and to provide orderly, prompt, peaceful and equitable procedures for the resolution of differences and the promotion of harmonious relations between the Town and the Association. Upon ratification, the provisions of this Agreement will supersede procedural and operational directives, the Town's policy manual, Administrative Orders and other rules and regulations in conflict herewith. The Town retains the right to establish through Directives, Administrative Orders, or Rules, practices and procedures which do not violate the provisions of this Agreement.

ARTICLE 1. AGREEMENT

1.1 This Agreement is entered into by the TOWN OF BAY HARBOR ISLANDS, hereinafter referred to as the "Town" or the "Employer", and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA" or the "Association".

ARTICLE 2. RECOGNITION

2.1 The Town hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Police Officers, Police Corporals, Police Sergeants and Police Lieutenants.

EXCLUDED: All other employees of the Town of Bay Harbor Islands.

2.2 Employees shall only be required to perform work within the scope of their official duties or duties related to official Town business.

2.3 The Chief of Police shall have the right to appoint individuals to the rank of Corporal. Such appointments shall be within the Chief's sole discretion. Individuals removed from the rank of Corporal shall not have the ability to use the grievance procedure to contest said removal, and/or grieve/contest the removal in any manner. Upon appointment, employees appointed to the rank of Corporal shall be compensated consistent with Article 28, Section 28.8 of this Agreement.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 The Association and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right:

- 3.1.1 To determine the organization of municipal government;
- 3.1.2 To determine the purposes of each of its constituent agencies;
- 3.1.3 To exercise control and discretion over the organization and efficiency of Town operations;
- 3.1.4 To determine the standards of service, the scope of service and the method of service to be offered to the public;
- 3.1.5 To hire and/or otherwise determine the criteria and standards of selection for employment;
- 3.1.6 To fire, demote, suspend or otherwise discipline for just cause;
- 3.1.7 To promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit, subject to Article 12 herein;
- 3.1.8 To transfer employees from location to location and from time to time;
- 3.1.9 To lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- 3.1.10 To rehire employees;
- 3.1.11 To determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 11 herein;
- 3.1.12 To determine the allocation and content of job classification;
- 3.1.13 To formulate and/or amend job descriptions;
- 3.1.14 To establish, change, amend or modify job duties, tasks, responsibilities or requirements;
- 3.1.15 To expand, reduce, alter, combine, assign or cease any job;
- 3.1.16 To establish, change, or modify the number, types and/or grades of positions of employees;
- 3.1.17 To insure that duties within departmental job descriptions, shall be performed by employees;

- 3.1.18 To merge, consolidate, expand, curtail or discontinue operations, temporarily permanently, in whole or in part, whenever in the sole discretion of the Town good business judgment makes such curtailment of discontinuance advisable;
- 3.1.19 To contract and/or subcontract any existing or future work;
- 3.1.20 To determine whether and to what extent the work required in its operation(s) shall be performed by employees covered by this Agreement;
- 3.1.21 To control the use of equipment and property of the Town;
- 3.1.22 To determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- 3.1.23 To schedule and assign the work to the employees and determine the size and composition of the work force;
- 3.1.24 To determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials facilities and equipment;
- 3.1.25 To take whatever action may be necessary to carry out the mission and responsibility of the Town in emergency situations;
- 3.1.26 Subject to Article 19, to formulate, amend, revise and implement policies, rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious; and
- 3.1.27 To require employees to observe and obey the Town's policies, procedures, programs and rules and regulation.

3.2 The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management.

3.3 If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

3.4 The exercise of the above enumerated rights shall not preclude the raising of grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this Agreement or impact upon the present conditions of this Agreement or impact

upon the present conditions of employment, subject to the provisions of the Public Employees Relations Act.

3.5 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the Town and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 4. NON-DISCRIMINATION

4.1 No employee covered by this Agreement will be discriminated against by the Town or the Association with respect to any job benefits or other conditions of employment accruing from this Agreement because of Association activity, race, sex, national origin, religion, physical disability or age.

4.2 Employees shall use the grievance procedure provided in Article 18 for violations of this article prior to filing administrative complaints so long as such action does not prejudice the employee's rights.

ARTICLE 5. ASSOCIATION REPRESENTATIVES

5.1 The Town shall recognize up to two (2) members of the bargaining unit as authorized representatives of the bargaining unit for attendance at sessions to renegotiate an agreement.

5.2 Designation of these authorized representatives shall be made each year in conjunction with any request by the PBA to renegotiate an agreement.

5.3 Two (2) authorized representatives shall attend negotiating sessions without loss of pay and benefits if his/her attendance is required during regular duty hours, and if his/her attendance is specifically authorized by the Chief of Police or his designated representative after manpower availability and operational needs have been met.

5.4 The Town will recognize two (2) representatives from the bargaining unit whose duties shall be to process grievances for members of the bargaining unit who request such representation. These representatives may process such grievances on duty, without loss of pay or benefits, with the express permission of the Chief of Police or his designee, who shall take into account all manpower and service needs. This permission shall not be unreasonably withheld. If scheduling results in both of the representatives working the same shift, only one representative at a time shall be allowed to process grievances. The absence of a representative on any shift shall not be deemed a breach of this Agreement, and any grievance presented during such a shift shall be processed whenever a representative becomes available, either on-duty with approval of Chief of Police or his designee or off-duty.

5.5 Authorized representatives for negotiating sessions and grievance processing shall be appointed by the PBA, and shall be designated in writing to the Chief of Police.

5.6 Except for circumstances and situations mentioned above, authorized representatives and/or other bargaining unit members shall conduct PBA business, attend PBA functions, and otherwise participate in PBA activities on personal, off-duty time.

ARTICLE 6. ASSOCIATION INFORMATION

6.1 The Town will permit the Association to post official notices of the PBA on the existing bulletin board located in the roll call room of the Police Department. Neither the Association nor bargaining unit employees shall post items which might offend, demean, demoralize or in any way impugn the character of any Town employee, department head or elected official. The PBA is responsible for reasonable costs incident to the preparing and posting of Association materials and removing of Association materials from this bulletin board, and for maintaining such board in an orderly condition.

6.2 Upon receipt of a written authorization form from an employee, the Town agrees to deduct the regular Association dues of such employees from his/her pay and remit such deductions to the Association. However, such authorization is revocable at the employee's will upon thirty (30) days written notice to the Town of Bay Harbor Island and the Association.

ARTICLE 7. LEGAL ASSISTANCE

7.1 The Town will undertake the defense of a bargaining unit employee against civil damage suits providing that such suit arose out of actions by the employee in the line of duty. Moreover, in such instance the Town will file proper and appropriate countersuits if such action is in the Town's interests, or if not, the Town will notify the concerned officer that he/she may contact legal counsel regarding the filing of proper and appropriate countersuits.

7.2 Legal representation pursuant to this Article shall be provided for any act or omission of action arising out of the scope of the officer's employment, unless in the case of a tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard of human rights, safety, or property.

ARTICLE 8. PERSONNEL RECORDS

8.1 The Town will maintain the confidentiality of personnel records of employees to the extent permitted by state law and prevailing statutes. Release of employees' records shall only be done by the Town's Records Custodian or designee. Within 24 hours of the request for records being made, employees will receive written notification when their personnel and/or any other file, reports, and/or memorandum, radio communication(s), Body Worn Camera footage and/or GPS information or reports prepared by or related to the employee are reviewed, or requested pursuant to Chapter 119 Florida Statutes by persons or entities other than law enforcement agencies.

8.2 At no time shall the news media be directly or indirectly furnished with the home address, telephone number, and photograph of active or former law enforcement personnel; the home address, telephone number, photograph, and place of employment of the spouse or children of active or former law enforcement personnel; and the name or location of schools attended by the children of active or former law enforcement personnel.

8.3 Except for routine administrative material no paperwork will be inserted in an employee's personnel file without a copy being provided to the employee. Placing a copy in the employee's departmental mailbox is sufficient to satisfy the requirements of this paragraph.

8.4 Upon request, any employee shall have the right to inspect his/her official personnel records wherever kept, during the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. Such inspection shall be conducted while the employee is off duty. The employee shall have the right to obtain from the Town duplicate copies, at the employee's expense, of this record for his/her use.

8.5 Employees shall have the right to add to their Personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information.

8.6 Upon request by the employee, documents in the categories listed below (a through c) shall be removed from an employee's official personnel file by the Town according to the following schedule:

(a) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for similar types of conduct: Five (5) years from date received by employee.

(b) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for dissimilar types of conduct: Five (5) years from date received by employee.

(c) Reprimands: Three (3) years from date received by employee if not followed by a similar action within one (1) year. If similar action does occur during that one year, records of reprimands shall be maintained for the five year period mentioned in (a).

(d) Formal Counseling: Up to three (3) years at the discretion of the Town.
Disputes concerning the time period specified in this paragraph will not be grievable.

NOTE: Removed documents shall be retained by the Town in a separate file. Removed documents may be used by the Town for any administrative action or any lawful purpose.

8.7 Upon request of the affected employee, complaints which are determined to be unfounded or not sustainable will not be inserted in an employee's official personnel file.

ARTICLE 9. INTERNAL INVESTIGATIONS

9.1 Whenever an employee covered by this Agreement has been advised by the Town that he/she is the subject of a formal investigation and thereafter is subject to a formal interrogation for reasons which could lead to disciplinary action, such interrogation will be conducted under the following conditions and shall be consistent with Florida Statute 112.532 and 112.533, the Law Enforcement and Correctional Officers Bill of Rights: (NOTE: A formal investigation shall exist whenever a preliminary investigation, which may include questioning of the affected officer, indicated that disciplinary action is probable.)

- (a) The interrogation will be conducted at a reasonable hour, whenever possible at a time when the employee is on duty, unless of course the seriousness of the investigation is of such an important degree that immediate questioning is required;
- (b) The interrogation will take place at the Police Department or Town Hall, whenever possible and practical based upon the circumstances;
- (c) At the request of the officer who is subject to investigation and interrogation, he/she shall be afforded a reasonable period of time to have a representative of his/her own choice present during the questioning;
- (d) The employee who is subject of the investigation and interrogation will be informed of the name and rank of the person asking the questions and also will be advised of the names and ranks of all persons present during questioning. It is agreed that only one person will question the employee at any time;
- (e) The employee who is subject of the investigation and interrogation, prior to his/her being questioned, will be informed of the nature of the investigation (and the charges against him/her and he/she shall be informed of the name of all persons lodging a complaint against him, and witnesses if any;
- (f) No employee shall be forced to submit to an examination by a polygraph or other mechanical or electronic device (e.g., "PSE") to determine the truth of his/her statement. However, such employee may be asked and may consent to the taking of such an examination;

(g) it is agreed that questioning sessions will be for reasonable periods of time and that break periods will be allowed for the employee to attend to "personal necessities" and rest periods will be allowed when necessary;

(h) The employee under the formal investigation and interrogation will not be subject to offensive language;

(i) The formal interrogation of any employee, including all recess periods, may be recorded by either party;

(j) If the employee who is subject to the investigation is placed under arrest, or if it is likely that he/she will be placed under arrest as a result of the formal interrogation, it is agreed that he/she shall be completely advised of his/her rights prior to the beginning of the formal interrogation.

9.2 If a statement is taken or an interrogation is conducted in violation of the procedures contained in this Article, such violation shall only affect the admissibility of such statement and shall not automatically invalidate any action taken as a result of the statement.

9.3 The employee shall be given an exact copy of any written statement he/she may execute, at no cost to the employee. Upon conclusion of the investigation, the employee will be furnished with a copy of the findings.

9.4 No employee will be compelled to speak or testify before, or be questioned by, any non-governmental agency unless under proper court subpoena, or as directed by the Chief or his designee.

9.5 Whenever possible, the Town will request that citizen complaints be made in writing or that a recorded statement be obtained. An employee will not be disciplined based upon an anonymous complaint unless following a full and fair investigation supported by competent and substantial evidence, it is determined that the complaint is sustained.

ARTICLE 10. DISCIPLINARY MATTERS

10.1 Employees relieved of duty for alleged violations of the law and/or department rules will remain on full salary and allowances until final action is taken by the Town. Such final action shall be any determination by the Chief of Police or his designated representative to demote, suspend, terminate, or otherwise move to affect the pay and benefits of an officer. The Town, in its discretion, may suspend without pay any employee immediately upon the employee being indicted by any grand jury or upon information being filed against him/her by any prosecuting official. Such suspension shall continue until the employee is tried and acquitted, the information or indictment is quashed or dismissed, or a court of competent jurisdiction places the employee in a pre-trial intervention program or withholds adjudication pending rehabilitation, whereupon the particular employee shall be reinstated and entitled to back pay for the period of suspension without pay less any pay withheld by the Town as a result of disciplinary action taken against the employee, and less any sums earned by the person in any other employment during the period of suspension. The Town may terminate the employee at any time it feels the relevant facts warrant such action. When such disciplinary action is taken the procedures in this Agreement shall prevail.

If an employee has been tried and found guilty of a felony or misdemeanor, involving moral turpitude, and his conviction is not reversed, he/she shall automatically forfeit his/her position with the Town and shall not thereafter be eligible for such employment. This rule applies regardless of whether the person is placed on probation or given a suspended sentence.

10.2 Employees shall not be dismissed or disciplined resulting in loss of pay or benefits except for just cause. Discipline shall be administered in accordance with Departmental Directives, as amended from time to time, which are hereby incorporated by reference. However, probationary police officers can be terminated and probationary police **sergeants** and police **lieutenants** can be demoted, without just cause and are not entitled to the procedures set forth in Article 10.4.

10.3 Probationary periods for employees shall be one year. This period may be extended by the Chief of Police at his/her discretion on a one-time basis for no more than ninety (90) days.

10.4 Any employee, other than those excluded under Article 10.2, who has been suspended for two (2) or more days, demoted or terminated for just cause may request arbitration no later than fourteen (14) calendar days after said action has been effectuated or the employee becomes aware of said action. Disciplinary actions with less than two (2) days suspension, including written warnings and reprimands, are not arbitrable and are final.

10.4.1 After giving notice of appeal to binding arbitration to the Town, the Association has thirty (30) days to request the names of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall select an arbitrator from the list provided by method of alternate striking of names, with the Town striking first. The final name in the list shall be the arbitrator.

10.4.2 The fees for such arbitrator and his expenses will be split evenly between the parties. It is contemplated that the Town and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue(s) to be submitted, the Town and the Association shall submit a statement of issue(s) to the arbitrator. In the event of the failure of the parties to so agree, the arbitrator shall confine his consideration to the written statement and issue(s) raised.

10.4.3 The binding award shall be final and binding on both parties.

ARTICLE 11. BASIC WORKWEEK AND OVERTIME

11.1 For employees covered by this Agreement and who are on twelve (12) hour shifts, the basic work cycle shall consist of eighty (80) hours of duty within a fourteen (14) day period. Employees may be assigned to work a cycle which provides for regular work assignments which are more or less than eighty (80) hours within a fourteen (14) day period, provided that the assigned hours worked average eighty (80) hours per fourteen (14) day period over a reasonable period of time, not to exceed three (3) months. Officers who are assigned to a twelve (12) hour duty schedule will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These officers will be given a twelve (12) hour shift off with pay every six (6) weeks. In the event the officer is required to work this shift, they shall be paid at one and one half (1 ½) times their current base rate of pay for all hours worked. The determination to implement a twelve (12), ten (10) and/or eight (8) hour work week rests solely in the discretion of the Chief of Police and is not grievable.

11.2 Those who are on ten (10) and eight (8) hour shifts, will have a work week consisting of seven (7) days and any hours worked in excess of forty (40) hours shall either be paid at one and one half (1 ½) times the employee's regular rate of pay or through compensatory time calculated in the same manner.

All paid leave except sick leave and funeral leave shall be considered hours worked. The choice as to Comp Time or pay shall be made by the employee. Comp Time may be earned and accrued up to a maximum of two hundred and fifty (250) hours per fiscal year. Comp Time may only be used with the prior approval of the Chief of Police or his designee requested through the officer's immediate supervisor. At the end of each fiscal year all accumulated Comp Time hours in excess of 250 hours will be paid to the employee at the rate such Comp Time was earned. Employees may request to be paid for up to fifty (50) hours of Comp Time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month.

11.3 In consideration of the above overtime provisions and compensation at one and half (1 ½) times the employee's straight time rate of pay, it is agreed and understood that compensation for roll call and duty transfer time is included in the basic pay for any shift.

11.4 Except in cases of operational necessity officers will be entitled to at least eight (8) hours off-duty before returning to work.

11.5 When it is necessary for the Town to require an employee to return to work, not within his/her regularly assigned shift, the Town will compensate the employee a minimum of ~~two (2)~~ three (3) hours at the overtime rate of pay.

11.6 Employees shall be provided at least thirty (30) days written notice preceding a regularly scheduled shift rotation in order to make an orderly readjustment to their personal schedules. Employees will be provided reasonable notice based upon the circumstances of an interim temporary shift change required by operational necessity. Shifts shall not be adjusted (i.e., employee sent home early; told to come in late, given a day off) to avoid the payment of overtime already worked by an employee, or to avoid overtime based upon a court appearance. Detectives while on duty, who are temporarily reassigned to patrol duty shall be compensated at one and one half (1 ½) times the employee's regular rate of pay.

11.7 Employees attending court related matters while off-duty and arising from their official duties and capacity shall be entitled to a minimum of four (4) hours overtime. Court minimums will only apply to those court appearances which occur more than one hour from the employee's regularly scheduled shift.

11.8 Employees shall receive travel reimbursement as provided by Florida Statutes.

11.9 Shifts shall be assigned approximately every four (4) months.

ARTICLE 12. PROMOTIONS

12.1 All promotional vacancies in the Sergeant and Lieutenant classifications shall be filled in accordance with the procedures set forth in this Article. Filling of such a vacancy remains in the discretion of the Town.

12.2 Whenever a budgeted promotional vacancy exists in a Sergeant or Lieutenant classification and there is no existing list, the Town agrees to arrange for the administration of a written examination to all qualified candidates. Filling of such a vacancy remains in the discretion of the Town.

12.3 The Employer will announce promotional examinations at least sixty (60) days in advance of said examinations. This announcement will list the areas which the examination will cover and the sources from which the examination questions are drawn as well as all such references and source material available to eligible candidates.

12.4 The Sergeant's examination shall be restricted to non-probationary employees with not less than three years service in sworn law enforcement at least two of which must be in this Department. The Lieutenant's examination shall be restricted to non-probationary employees, with not less than three (3) years service in sworn law enforcement, at least two of which must be in this Department.

12.5 At the time a new promotional examination is given, all eligible employees who wish to be on the new list must take the new examination. No employee will be placed on the new list as a result of previous test scores. The promotional eligibility list shall be of one (1) year duration unless there are fewer than four (4) candidates on such a list. Thereafter, a new promotional examination may be given at the discretion of the Town.

12.6 The promotional process shall consist of two (2) parts: a written examination worth forty percent (40%) of total cumulative score; an oral examination worth sixty percent (60%) of total score.

12.7 Following the successful completion of the written portion of the promotional exam each candidate shall be evaluated by an interview board composed of the Chief of Police, the Town Manager, and two additional representatives who shall be a Chief of Police and a Police Lieutenant mutually acceptable to the Town and the Association.

12.8 A list of eligible candidates shall be compiled in the order of their final cumulative score. If necessary, seniority by classification shall serve as a tie breaker in determining the final eligibility list. All employees shall be notified of their scores.

12.9 The Chief of Police shall be the final authority in determining which officers are to be promoted to Sergeant or Lieutenant; provided only that his choices shall be limited to the highest four (4) scoring candidates, as determined by a combination of scores.

12.10 When appropriate as determined by the Chief of Police, officers promoted to the next higher rank will receive appropriate training during the probationary period.

12.11 Police Officers and Police Sergeants who are promoted shall receive a minimum of a five percent (5%) pay increase at the time of such promotion.

ARTICLE 13. VACATION LEAVE

13.1 Bargaining unit employees shall be entitled to receive forty (40) hours of paid vacation after completing six (6) months of continuous service; eighty (80) additional hours after completion of their first year of service; one-hundred and twenty (120) hours per year of paid vacation each year thereafter; and a total of one-hundred and sixty (160) hours per year of paid vacation after completing ten (10) years of service. Effective October 1, 2002, employees shall receive two-hundred (200) hours per year of paid vacation after completing fifteen (15) years of service; and two-hundred and forty (240) hours per year of paid vacation after completing twenty (20) years of service. Employees will be permitted to accrue up to 120 hours in a "Vacation Bank". The Vacation Bank hours may be carried over from year to year, arrangements should be made so that vacations are taken each year.

13.2 Employees are encouraged to take advantage of the benefits of a vacation leave each year. Vacation days may be carried over to a subsequent year only with the approval of the Town Manager and for a valid reason.

13.3 The dates of all vacation leaves must be approved by the Chief of Police and should be scheduled so as to create a minimum of hardship on the regular work schedule.

13.4 A vacation leave schedule shall be posted by February 1st of each calendar year.

13.5 Each bargaining unit member on their anniversary date shall be credited with twelve (12) hours of Personal Leave. The Personal Leave must be used within one (1) year of the date it was accrued and shall not be carried over to the next year.

ARTICLE 14. HOLIDAYS

14.1. The Town recognizes the following eleven (11) official holidays and birthday holiday* for bargaining unit employees:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
<u>Christmas Eve</u>	<u>December 24th</u>
Christmas Day	December 25th

*Employee's Birthday: May be taken on another date agreed to by the employee and Chief of Police.

14.2. If an employee's shift begins on a holiday, he/she will be paid at a rate of ~~one and one-half (1½)~~ two (2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.3 If an employee's shift begins on Christmas Day and/or Eve or New Year's Day he/she will be paid at the rate of two (2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.4 If the employee's shift begins on a holiday, including Christmas Day and/or Eve or New Year's, and the employee calls in sick, is out of work pursuant to Article 23, or takes bereavement leave as described in Article 15, the provisions of paragraph 14.2 or 14.3 shall be inapplicable.

14.5 If a holiday falls on an employee's regular day off or within a vacation period, he/she shall receive one day's pay in lieu of the holiday or at the option of the Chief of Police and with the employee's consent, he/she may be granted an alternate day off for the holiday.

ARTICLE 15. SICK AND BEREAVEMENT LEAVE

15.1. Approval for sick and bereavement leave remains in the discretion of the Town, however, such approval will not be unreasonably denied.

15.2 Up to two (2) additional days of sick or bereavement leave may be granted for circumstances necessitating out of state travel.

15.3 The benefits of this article shall apply to an employee's immediate family. Immediate family shall be defined as spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, grandfather or grandmother.

15.4 SICK LEAVE POLICY

- a. Sick leave will be accrued at 1 day per month (12 days per year) beginning on the first year of the policy. Every year thereafter days will be earned on a monthly basis.

Note: New bargaining unit members will be prorated by date of hire and will follow the regular schedule in new calendar year.

- b. Each bargaining unit members will have a sick bank of days based on the following formula: one day will be granted for each month of service with the department. All sick days utilized in the bargaining unit member's career will then be deducted from that total leaving that amount of days left to be the officer's sick bank.

Note: Any bargaining unit members in a negative position will be granted one day for each month left in the year from the signing date of the contract.

- c. Upon separation, bargaining unit members in good standing will be allowed to receive payment of half (50%) of their remaining sick leave balance up to a maximum of 90 day payout for unused sick days. (This payout will not be used for pension calculation).

d. Medical Certification (doctor's note) required for 3 or more days of being out sick. Employees will be required to be at their residence during regular duty hours while on sick leave until they return to work.

- Bargaining unit members will notify Desk Officer/Dispatcher when leaving residence on sick leave during regular duty hours and give reason to Desk Officer/Dispatcher for documentation.

e. 3 or more incidents in 6 months period or 5 or more incidents in a 12 months period will result in a bargaining unit members being designated **Chronic Sick**. Sick Leave incidents shall not include Sick Leave used in connection with a child, family member or spouse's illness or injury.

Note: Incident defined as one of more days per sick occurrence.

- **Chronic Sick** designation will cause the following regulation to be enforced:
 1. Review of bargaining unit member's performance records.
 2. Elimination of discretionary OT and work assignments for 90 days upon 1st chronic Sick designation. Note: Full 8 months curtailment of OT on 2nd and/or additional Chronic Sick Designation.
 3. All tour change requests, requests for IVD will only be granted by the CO or XO.
 4. Record of Chronic Sick designation will be placed in the Bargaining Unit Members permanent record file.
 5. Chronic Sick designation will be considered when bargaining unit members is being considered for promotions, discretionary details/positions with the department.
 6. Subject to Medical evaluation to determine fitness for duty by Town chosen physical.

16. EDUCATIONAL ASSISTANCE

16.1 The Town, in its efforts to encourage its bargaining unit members to acquire a greater knowledge in their field of employment during their personal time agrees to bear the cost of required tuition but not matriculation costs, laboratory fees, books and materials for job related educational courses. In order for an employee to be eligible for reimbursement for a particular course, prior approval for the course must have been received from the Town.

16.2 Reimbursement as provided in 16.1 (above) shall be made, in accordance with the following:

Grade A	100% Reimbursement
B	75% Reimbursement
C	50% Reimbursement
D	0% Reimbursement
F	0% Reimbursement
W	0% Reimbursement

16.3 Employees who voluntarily terminate employment or who are discharged from the Town within two (2) years from the end of a course for which reimbursement from the Town has been received shall reimburse the Town for the cost of the course pursuant to 16.4 (below). In the case of a termination no reimbursement shall be required until all appeals of the termination have been exhausted or until the time to take appeals has expired.

16.4 Reimbursement shall be made on a six (6) month pro rata basis rounded to the nearest six (6) month period. For example, if an employee leaves four (4) months after a course begun after October 1, 1996 ends, the employee will reimburse the Town for three-quarters (3/4) of tuition for that course (two (2) years is 100%; four (4) months rounded to the nearest six (6) month period is six (6) months; two (2) years minus six (6) months leaves three-quarters (3/4) of two (2) years). If an employee leaves one (1) year and one (1) month after the course terminates they would reimburse the Town one half (1/2) tuition (one (1) year and one (1) month rounded to the nearest six (6) months is one (1) year; one (1) year is fifty percent (50%) half of two (2) years).

16.5 No employee shall be reimbursed for tuition in excess of two thousand (\$2,000) dollars in any fiscal year.

ARTICLE 17. DRUG AND ALCOHOL TESTING

17.1 The Town and the PBA recognize that employee drug and alcohol abuse has an adverse impact on Town government, the image of the Town employees, the general health, welfare and safety of the employees, and to the general public at large. Therefore, the parties agree that the Police Department shall have the right to require employees to submit to drug and alcohol testing designed to detect the presence of illegal drugs and alcohol.

17.2 Drug is defined as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above mentioned substances. Alcohol includes distilled spirits, wine, malt beverages, and intoxicating liquors.

17.3 The Department will require members of the bargaining unit to submit to drug and alcohol tests under the following circumstances:

17.3.1 The Department may require all members of the bargaining unit who suffer an injury in the line of duty and/or are involved in a car accident to submit to a drug and alcohol test immediately after the accident.

17.3.2 The Department will require all members of the bargaining unit to submit to a drug and/or alcohol test based on its belief that the employee to be tested is under the influence of or possibly using drugs and/or alcohol drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) Observable phenomena while at work, such as direct observation of drug and/or alcohol usage or of the physical symptoms or manifestations of being under the influence of a drug and/or alcohol.
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- (c) A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
- (d) Evidence that an individual has tampered with a drug and/or alcohol test

during employment with the current employer.

(e) Information that an employee has caused, or contributed to, an accident while at work.

(f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Inappropriate employee behavior as described above must be personally observed by a superior officer and witnessed by at least one other employee witness, who may or may not be a superior officer or a police officer.

When confronted by a superior officer, the employee under suspicion will be offered an opportunity to explain to the superior officer, prior to being ordered to take the drug and/or alcohol test, why the aberrant or unusual behavior is noticeable. Drug and/or alcohol testing based upon reasonable suspicion will be conducted only with either the consent of the Police Chief or his/her designee or the consent of the Town Manager or his/her designee. Such approval shall be memorialized in writing and indicate the subject matter of the test, why the test was ordered and listing the specific objective fact(s) constituting "reasonable suspicion." A copy of this written order will be provided to the employee as soon as it is practicable to do so.

Any refusal on the part of the suspected employee to immediately comply with a valid "reasonable suspicion" drug and/or alcohol testing order will result in the immediate causal termination of the employee.

17.3.3 The Department, as part of its medical examination process during pre-employment; during a fitness for duty examination, and during the annual physical examinations, will require the members of the bargaining unit to submit to a drug and alcohol test.

17.3.4 All members of the bargaining unit, at the discretion of the Chief of Police, will be randomly tested for drugs. The selection of the employees to be tested will be made using a neutral software selection program.

17.4 An employee required to submit to a mandatory test for the presence of drugs and/or alcohol shall be entitled to have a PBA or other employee representative present during the test. However, under no circumstances will the drug and/or alcohol test be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

17.5 The following procedures shall apply to the substance abuse testing administered to employees who meet the above stated conditions:

17.5.1 Analysis of specimens will be collected and performed only by laboratories, hospitals or clinics certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow custodial collection protocols and properly maintain legal specimen chain-of-custody. Specimens may include urine, blood, and hair follicle samples.

17.5.2 Specimens shall be drawn or collected at a laboratory, hospital, doctor's office, certified medical facility or even on Town premises by a certified health care professional. If the Town or the collector requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee, and his/her witness should be in existence.

17.5.3 All drug and/or alcohol testing will be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substance shall constitute a **POSITIVE** test result for urine specimens:

Substance	Screening Test	Confirmation
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates (Heroin, Morphine, Codeine)	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Alcohol (Ethanol)	0.02 g/dl	0.04 g/dl (blood specimen only)

17.5.4 Levels found below those set above shall be determined as negative indicators. Tests for other non-presented controlled substances will be in accordance with federal and state government screening and confirmation standards.

17.5.5 All positive initial tests shall be confirmed using gas chromatograph/mass spectrometry or an equivalent or more accurate scientifically accepted method approved by AHCA. The test must also use a different scientific principle from that of the initial test procedure.

17.5.6 A Certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The current MRO for the Town is Kenneth Kaplan, M.D. located at Mount Sinai Medical Center, 4304 Alton Road, First (1st) Floor, Occupational Health Department, Miami Beach, Fl 33140, telephone number, (305) 674-2312. Confirmed positive results will only be communicated to the Town's designated human resources professional after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

17.5.7 Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments.

17.5.8 The following is a list of over the counter and prescription drugs which could alter or affect drug and alcohol test results. Due to the large number of obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all inclusive:

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof).

Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ioanamine, Fastin, Vicks Nasal Inhalers.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine HCl topical solution (Roxanne).

Phencyclidine: Not legal by prescription

Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussiorganidin, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Egic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, Etc.

Benzodiazepines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

Methodone: Dolophine, Metodose, etc.

Propoxyphene: Darvocet, Darvon N. Dolene, etc.

17.6 Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the Town will inform the employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide to the employee or job applicant upon request, a copy of the test results. Within five (5) working days after receiving written notification of a confirmed positive test result, an employee or job applicant may submit information to the Town explaining or contesting the test results and why the results do not constitute a violation of the employer's policy. If the Town disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of positive confirmed test results, the Town will respond to the employee. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the Town's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled. Furthermore, any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this Agreement.

17.7 The results of all tests performed hereunder will be held confidential to the extent permitted by law.

17.8 Any specimens found or admitted to have been adulterated or substituted before, during or after the substance abuse test, will constitute immediate grounds for employee discharge from employment.

17.9 All job applicants and employees have a responsibility to notify the laboratory of any administrative or civil actions brought pursuant to the Drug - Free Workplace Act as found in section 112.0455 of the Florida Statutes.

17.10 The results of such tests shall be handled as if part of an internal affairs investigation, and the employee involved shall be afforded all the rights enumerated in Section 112.532 of the Florida Statutes. The taking of drug and/or alcohol tests from a member of the bargaining unit does not constitute an interrogation within the meaning of Section 112.532 of the Florida Statutes, unless questions are asked at the time the test is taken.

17.11 Disciplinary consequences for having a confirmed positive drug test is the immediate discharge of the employee for cause, and the potential denial of Unemployment Compensation as specified in Sections 440.101 and 440.102 of the Florida Statutes. An employee injured in the line of duty and/or involved in an automobile accident and subsequently confirmed positive for drug and/or alcohol abuse based upon post accident testing will also be terminated from employment and may lose Workers' Compensation benefits.

17.12 An employee who tests positive for alcohol and was not involved in an accident and/or did not suffer an injury in the line of duty while under the influence of alcohol must meet the following conditions to remain employed by the Department:

- (1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the Town.
- (2) During the period the employee is out after a positive alcohol test result, he/she will be placed in a "no-pay" status or they may utilize their accrued vacation leave.

- (3) The employee who had a positive test result and is reinstated must sign a Last Chance Agreement that will specify immediate discharge on a second positive alcohol test.

17.13 Nothing in this Article shall prohibit an employee from voluntarily self- identifying as having a substance abuse problem to either his/her immediate supervisor, Department Head, or an Employee Services Representative, but may not do so just prior to being selected for a drug and/or alcohol test. Requests from employees for assistance in this regard shall remain confidential to the extent permitted by law and shall not be revealed to other employees or members of management without the employee's consent. Employees enrolled in substance abuse programs as outpatients, shall be subject to all Town rules, regulations and job performance standards. The Department will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug and/or alcohol related problem, while under the Department's employ if the employee has not entered an employee assistance program for drug/alcohol related problems, or entered a drug/alcohol rehabilitation program for related problems.

Drug and alcohol abuse are serious personal concerns for many individuals. The Town provides employees in such circumstances with the services of an Employee Assistance Program which may be called to obtain *free, confidential, professional referral assistance*. The program available to employees and utilized by the Town is Horizon Employee Assistance Program.

ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURE

18.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstanding between the parties arising from the application and interpretation of this Agreement.

18.2 A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, excluding disciplinary action (i.e. suspension, demotion, termination) which will be handled in accordance with Article 10.

18.3 Grievances shall be processed in accordance with the following procedure:

Step 1:

The aggrieved employee shall discuss the grievance with his immediate supervisor within seven (7) calendar days of the occurrence which gave rise to this grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the seven (7) day period shall commence running immediately upon the employee's return from such authorized leave. The Association representative may be present to represent the employee. The immediate supervisor shall attempt to correct the problem and/or respond to the employee within ten (10) calendar days. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the time limits provided for the submission of the grievance at Step 1 and signed by the aggrieved employee(s) or the Association representative on their behalf. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. (In the event the Association representative signs said grievance, the employee's name will be listed on the grievance.)

Step 2:

If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if so requested by the employee, shall reduce the grievance to writing and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the time the supervisors response was due in Step 1. The written grievance shall include the contractual provisions being grieved, facts surrounding the grievance, and the remedy requested. The Chief of Police or his designee may meet with the employee, and the Association representative. The Chief of Police or his designee shall respond in writing, ten (10) calendar days from receipt of the grievance.

Step 3:

If the grievance remains unresolved the aggrieved employee may present the written grievance to the Town Manager or his designee within seven (7) calendar days from the time the Chief of Police's response was due in Step 2. The Town Manager or his designee may meet with the employee and the Association representative. The Town Manager or his designee shall respond in writing, within twenty (20) calendar days from receipt of the grievance.

Step 4:

If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Town or the Association may request arbitration on behalf of the employee(s) no later than twenty (20) calendar days after the Town Manager's response is due in Step 3. The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, the parties or their representatives shall jointly request the names of five (5) arbitrators from FMCS. The parties shall select an arbitrator from the list by the method as set forth by FMCS. That arbitration shall be conducted under the rules of the FMCS. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article. It is contemplated that the Employer and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue to be submitted, the Town and the Association shall submit a statement of the issues to the arbitrator.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties. The Employer shall provide the hearing room. Each party shall bear the expenses of its own witnesses, and shall pay one-half the cost of the impartial arbitrator. Parties desiring copies of the transcript of such arbitration shall bear the expense. Nothing in this article shall be construed to prevent any employee from presenting his own grievance, up to but not including a request for arbitration; however, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

18.4 Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

ARTICLE 19. RULES AND REGULATIONS

19.1 It is agreed and understood that the Town and the Police Department currently have rules and regulations governing employment. The Association agrees that said rules and regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the T o , provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious.

19.2 It is agreed and understood that employees wi11 be provided with copies of any rules and regulations which are new and/or which replace, update, and/or supersede the Town's or Department's present rules and regulations.

19.3 The Town shall give a copy of any newly adopted rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association.

ARTICLE 20. SAVINGS CLAUSE

20.1 Should any provisions of this collective bargaining Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request by either party, both parties shall immediately enter into collective bargaining for the purpose of re- negotiating such Article or Section so affected.

ARTICLE 21. PREVAILING RIGHTS

21.1 All job benefits provided for in writing heretofore enjoyed by all the bargaining unit employees who are not specifically provided for or abridged by this Agreement shall continue. The Agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida, Ordinances of the Town of Bay Harbor Islands, or the Rules and Regulations of the Bay Harbor Islands Police Department.

ARTICLE 22.
SENIORITY

22.1 Seniority shall consist of continuous accumulated paid service by classification with The Town. Seniority shall be computed from the date of appointment to the classification and shall accumulate during paid absences because of illness, injury, vacation, military or other authorized leave. In the event bargaining unit employees have the same seniority by classification, seniority shall then be determined in the following descending order: Date of Hire by Department/Date of Hire by Town/Draw Lots.

22.2 Provided operational needs are met, seniority shall be used to determine the following:

- (a) Vacation leave.
- (b) Shift selection and squad which includes days off.
- (c) Off-duty employment rotation assignments.

22.3 Provided operational needs are met and qualifications for selection are equal, seniority shall be a tiebreaker for the following: (a) Assignment of department equipment
(b) Vacancies in specialized units.

22.4 Vacancies in specialized units shall only be filled by non-probationary employees unless non-probationary employees are unqualified or decline the position.

ARTICLE 23. INJURIES IN THE LINE OF DUTY

23.1 If an employee is injured in the line of duty and is entitled as a matter of law to receive Worker's Compensation benefits under Florida's Workers' Compensation Act, the Town will supplement such compensation so that the employee will receive full pay, and he will continue to accrue seniority benefits, for up to ninety (90) calendar days resulting from time lost due to the injury. The ninety (90) day period may be extended for one or more additional periods of up to forty-five (45) calendar days by the Town Manager. The Manager's decision shall not be unreasonable. If the employee receives any other payments from social security, the Town's disability insurance plan, etc., the employee shall immediately report said amounts to the Town and the Town will reduce its supplemental payments to the employee by that amount. It is intended that no employee should ever receive more than his/her full pay.

23.2 If the employee is absent from work for more than one hundred eighty (180) calendar days, and the Town Manager determines that he wants to fill the employee's position he may place the employee on a medical leave of absence for the purpose of further rehabilitation or as a prelude to disability retirement. In that event, the employee will remain eligible for reinstatement to an available and open position for an eighteen (18) month period if, in the determination of the Town Manager, based upon reports of a physician designated by the Town, the employee becomes able to perform the job. The employee may also be examined by his/her own physician. If these physician opinions are different, then the employee would be examined by a third physician that would be selected by the first two physicians and whose determination regarding the employee's return to work capabilities shall be binding. Upon reinstatement, the employee will be returned to the pay step and seniority status in effect at the time full pay by the Town was terminated.

23.3 When so directed by the Town, any employee on disability leave shall present himself/herself to an examination at any reasonable time to any physician designated by the Town. The Town will bear the full expense of said examination. The refusal of any such employee to present himself/herself for an examination will operate to automatically terminate his/her disability leave.

23.4 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Town, as approved by the employee's treating physician, he/she may be required to do so as a condition to receiving the benefits specified in paragraph 23.1.

ARTICLE 24 OFF-DUTY EMPLOYMENT

24.1 The Town agrees that employees working off-duty employment will receive compensation for off duty work according to a fee schedule set by committee comprised of one member appointed by the Chief, one representative of each shift and a PBA representative.

24.2 Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of line of duty injury during such assignment by Workmen's Compensation and Town disability leave coverage.

24.3 When available, the Town will furnish a hand-held radio unit to an employee working an approved off-duty employment detail.

24.4 In addition to the amount paid the employee, the Town shall charge the permittee a surcharge of two dollars (\$2.00) per hour worked.

24.5 The Town agrees to take the appropriate steps to implement and employ a private entity who will be in charge of the off duty program, including but not limited to off duty record keeping, financial tracking and the assignment of officers to off duty employment. The Town agrees to as soon as practicable, prepare a detailed off duty departmental policy delineating the responsibilities of employees and the coordinator(s) regarding off duty employment. Said policy shall be subject to review and approval of the Association prior to its implementation.

ARTICLE 25. UNIFORMS, SAFETY AND EQUIPMENT

25.1 All uniform and equipment benefits provided on a department wide basis shall remain in full force and effect. Employees shall receive replacement items as needed.

25.2 The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and employees understand that the nature of the job environment exposes them to hazardous conditions. The Town will make a reasonable effort to ensure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in this Agreement. Employees will make a conscientious effort to maintain a safe working environment.

25.3 The Town will make a reasonable effort to ensure that equipment it purchases will not jeopardize the health or safety of bargaining unit employees and will be adequately maintained. Employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to ensure equipment is inspected and not subject to abuse.

25.4 The Town will provide all bargaining unit employees with an approved bullet proof vest, which shall be worn by bargaining unit employees when performing patrol duties or as otherwise directed by the Chief of Police.

25.5 Except for instances involving employee negligence, if an employee's personal property is lost or damaged as a consequence of his official duties, (i.e., through physical violence, accident, or assault) and no other reimbursement source is available, the Town, upon approval by the Manager, will reimburse the employee for the replacement of property to a maximum of one hundred percent (100%) of replacement cost or one hundred fifty dollars (\$150.00), whichever is less.

25.6 Vehicles:

A. Upon ratification of this Agreement, the Town shall implement a Take Home Vehicle Program (hereafter referred to as "THVP"). The Chief of Police shall the right and authority to determine the assignment of vehicles. The removal of an assigned vehicle shall be at the Chief's discretion. Vehicle assignments are understood to be based on operational necessity and subject to the THVP policy guidelines and standards that shall be established by the Chief of Police as soon as practicable after (or prior to) the execution of this Agreement.

B. All police vehicles will be equipped with:

- (a) Surgical gloves
- (b) One way resuscitation device
- (c) Disinfectant
- (d) Bargaining unit members will be permitted to carry semi-automatic weapons while on duty and off duty under the following conditions:
 - 1) Those employees wishing to carry semi-automatic weapons will make their selection from a choice of types as determined by the Chief of Police, based upon the recommendation of the Firearms Committee.
 - 2) The weapon must be inspected and certified as safe by an expert designated by the Chief of Police.
 - 3) The employee must be able to disassemble and reassemble the weapon.
 - 4) The Town will provide ammunition for use in the approved semi-automatic weapons.

25.7 A Labor/Management Safety Committee will meet, as needed, to address issues involving employees' safety, accident prevention, etc. Labor Representatives shall not be considered on duty and thus are not entitled to compensation when attending such meetings.

25.8 Any bargaining unit member who retires from the Bay Harbor Police Department with twenty (20) years or more of service shall be presented with and receive his/her retiree badge and their service issued handgun.

ARTICLE 26. LAW ENFORCEMENT TRAINING

26.1 Every employee shall be provided mandatory in-service training as required by Florida Statute Section 943.135. Time spent at such training shall be treated as regular duty hours.

26.2 The Town agrees to schedule two (2) days per year for range qualification. The costs of ammunition and range fees are to be paid by the Town.

26.3 A bargaining unit employee assigned to range qualification on his/her days off shall be paid eight (8) hours ~~straight time~~ at the time and half rate of pay unless such range qualification is assigned within (1) one hour or less of his/her regularly scheduled shift. In such cases, the employee shall be paid a minimum of three (3) hours at the overtime rate. An officer who is assigned to fire at the range on his/her regularly scheduled workday while not actively on duty will be paid a minimum of two (2) hours at the overtime rate of pay. Officers firing while working their regular shift (on duty) are not entitled to any extra compensation. If an officer is assigned to the range during his/her regularly scheduled day off and if such range qualification is not assigned within one hour or less of the end of the officer's scheduled shift, he/she shall receive eight (8) hours straight pay. If an officer is assigned to the range during his/her regularly scheduled day off within one (1) hour or less of his/her regular shift, the officer shall receive a minimum of three (3) hours at the overtime rate.

ARTICLE 27. INSURANCE BENEFITS

27.1 The Town shall provide health insurance for all bargaining unit members.

27.2 The Town shall pay the full coverage premium for each bargaining unit member.

27.3 The Town shall pay sixty-five percent (65%) of the premium toward dependent coverage for bargaining unit members who elect to subscribe to such coverage.

27.4 Employees who voluntarily opt out of the Town's health insurance coverage due to coverage eligibility elsewhere shall receive fifty percent (50%) of the monthly health insurance premium paid by the Town for individual HMO coverage. This will be paid to the employee on a monthly basis.

27.5 The Town shall pay three hundred and seventy-five dollars (\$375.00) per month for each bargaining unit member who retires after October 1, 2005 ("Retirees"), under the normal retirement criteria set forth in the police officers' pension plan until such time as the Retiree reaches age 65. These three hundred and seventy-five dollars (\$375.00) shall be used by the Retiree to pay for his/her health insurance premium. In order to qualify for this benefit, Retirees will be required to complete an annual affidavit certifying that they are not receiving other moneys to pay for their health insurance premiums.

27.6 The Town shall provide each bargaining unit member with fifty thousand dollars (\$50,000.00) in life insurance coverage. The Town shall pay the full cost of the premium.

ARTICLE 28. WAGES

28.1 Employees shall be paid as follows:

A. Covered employees in the rank of officers and detectives shall be paid ~~as follows a~~ 4% pay increase effective the first pay period following the beginning of ~~each~~ fiscal year (October 1, ~~2017, 2018, 2019~~ 2020):

- ~~1st year (2017-2018) — 4% pay increase,~~
- ~~2nd year (2018-2019) — 4% pay increase,~~
- ~~3rd year (2019-2020) — 3% pay increase.~~

B. Covered employees in the ranks of Sergeants shall be paid ~~as follows a~~ 4% pay increase effective the first pay period following the beginning of ~~each~~ fiscal year (October 1, ~~2017, 2018, 2019~~ 2020):

- ~~1st year (2017-2018) — 3.5% pay increase,~~
- ~~2nd year (2018-2019) — 3.5% pay increase,~~
- ~~3rd year (2019-2020) — 4% pay increase.~~

C. Covered employees in the ranks of Lieutenants shall be paid ~~as follows a~~ 4% pay increase effective the first pay period following the beginning of ~~each~~ fiscal year (October 1, ~~2017, 2018, 2019~~ 2020):

- ~~1st year (2017-2018) — 3.5% pay increase,~~
- ~~2nd year (2018-2019) — 4% pay increase,~~
- ~~3rd year (2019-2020) — 4% pay increase.~~

28.2 Longevity Increases - After completing ten (10) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing twelve (12) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing fifteen (15) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salary shall be increased by another five percent (5%). After completing twenty (20) years of

uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing twenty-five (25) years of service employees' base salaries shall be increased by five percent (5%). After completing thirty (30) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%).

28.3 Employees assigned to a position of detective will receive an annual clothing allowance of ~~six hundred~~ seven hundred and fifty dollars (~~\$650.00~~ \$750) which will be paid on a quarterly basis.

28.4 Employees shall receive a twenty (\$20.00) dollar bi-weekly law enforcement allowance/reimbursement.

28.5 Employees who are assigned and work the twelve (12) hours of the second shift for more than thirty (30) consecutive days shall be paid a three percent (3%) night differential for the twelve (12) hours worked.

28.6 Employees assigned to work as detectives shall receive a five percent (5%) differential.

28.7 Employees not assigned to the position of detective shall receive an annual clothing allowance of ~~four hundred~~ five hundred dollars (~~\$400~~ \$500) annually to be paid in the last check of the calendar year.

28.8 Employees appointed to the rank of Corporal, upon appointment, shall receive an increase in base salary of three percent (3%).

28.9 Field Training Unit: Only CJSTC trained and Field Training Officer ("FTO") certified shall receive an increase in base salary of five percent (5%) for the time the FTO is training a new officer. Officers who perform field training duties on a temporary basis are not eligible for FTO pay under this section; "temporary basis" is defined as time amounting to less

than a work week. The Town's payroll department shall be notified by the Chief of Police and/or the Chief's designee of when the FTO assignment commences and when it concludes as to assure that the proper pay adjustments are made.

ARTICLE 29. PENSION

29.1 The town agrees to take the appropriate steps to implement the following benefits to the Police Officer Pension Plan ("Plan") as soon as practicable:

29.1.1 Effective October 1, 2005, employee contribution shall be seven percent (7%) of earnable compensation to the Plan and effective October 1, 2006, employee contribution shall be eight percent (8%) of earnable compensation to the Plan.

29.1.2 The pension multiplier for creditable service rendered on or after October 1, 2014 shall be equal to three point five percent (3.5%) of the monthly average final compensation multiplied by the number of years of creditable service. Bargaining unit employees who elect to receive this benefit shall be required to pay the full eight percent (8%) employee contribution for those years of service. The town agrees to allow the employee up to thirty-six (36) months to pay total eight percent (8%) contribution.

29.2 The employees' pension benefit shall be based on their best three (3) years of service.

29.3 Employees' shall fully vest in the pension plan after five (5) years of creditable service.

29.4 Upon ratification of this Agreement the Town agrees to take the appropriate steps to make the necessary changes to the Town's pension ordinance to include and implement a Deferred Retirement Option Program (hereafter referred to as "DROP") as soon as possible. Upon the execution of this Agreement a committee shall be established for the purpose of initiating a DROP. This committee shall consist of three (3) members: One (1) member to be designated by the Town, one (1) member to be designated by the PBA and one (1) member to be designated pursuant to the mutual agreement of the two initial members designated by the Town and the PBA.

A DROP shall be adopted and administered by the Retirement Board. Participation in the DROP shall be limited to five (5) years. The five (5) year participation period shall be measured from actual retirement of the Participant. Upon entering the DROP, a participant shall elect whether the earnings credited to the Participant's DROP account shall be the actual net investments return realized by the Plan (determined quarterly). Thereafter, on or before

December 1st of each year, Participants shall make an annual irrevocable investment election for the following calendar year between the actual net investment return realized by the Plan. Investment elections shall be in writing and submitted to the Retirement Board. *If a Participant fails to timely submit a written investment election to the Retirement Board, the default investment election for the Participant's DROP account will be the prior year's selection.* The DROP shall contain such other terms and conditions as the Retirement Board deems necessary and appropriate for proper administration of the DROP.

29.5 The Town further agrees to take the appropriate steps to modify the current plan to permit members to purchase up to four (4) years of prior police or military service. The members shall be responsible for the full cost of any years purchased.

Continuous employment shall also include credit for military service occurring prior to a Participant's employment with the Town as well as prior service as a police officer for some other employer as long as the Participant is not entitled to receive a benefit for such other prior service as a police officer provided that the Participant contributed to the Fund the sum that he would have contributed, based upon his salary and the employee contribution rate in effect at the time the service credit is requested, had he been a Participant of the Plan for the years or fractional parts of years for which he/she is requesting credit plus any amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus the payment of costs for all professional services rendered to the Board in connection with the purchase of years of service. Payment by the Participant of the required amount shall be made within six (6) months of his/her request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

ARTICLE 30. TERM OF AGREEMENT

30.1. This Agreement shall become effective immediately after ratification by the Association and approval by the Town Council, and shall remain in effect until September 30, ~~2020~~ 2021 or until a successor Agreement is ratified by the parties.

30.2 It is agreed and understood that this Agreement constitutes the whole Agreement between the Town and the Association, and that after a majority vote of those bargaining unit members voting on the question of ratification and, thereafter, upon the approval of the Town Council, shall become effective as indicated in 30.1 above.

30.3 Agreed to this day ____ of _____, 20~~17~~ 20, between the respective parties through an authorized representative(s) of the Town and the Association.

FOR THE TOWN OF BAY HARBOR ISLANDS:

Marlene Siegel, Interim Town Manager

FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION:

Steadman Stahl, President

Michael Braverman, Esq.
Counsel for DCPBA

Cristina Escobar, Esq.
Counsel for DCPBA

SCHEDULE A

PAY PLAN EFFECTIVE FROM OCTOBER 1, ~~2017~~ 2020 THROUGH SEPTEMBER 30, ~~2018-2021~~

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SCHEDULE B

PAY PLAN EFFECTIVE FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SCHEDULE C

PAY PLAN EFFECTIVE FROM OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 16.

ITEM: Consideration and approval of contract award BHI-206 Remote Monitoring of Main Sanitary Lift Station (SCADA) to Champion Controls in the amount of \$151,441 for the design, implementation and installation of the SCADA system. Enclosed is a copy of the proposal.

DESCRIPTION:

Supervisory Control and Data Acquisition (SCADA) is a computer-based system which allows web-based, remote monitoring of the Town's sewer pumps and ejectors. A SCADA system is, by Miami – Dade County Ordinance Sec. 24-42.2, Subsection 13 (c), required of all municipal sewer systems in Miami-Dade County, and states the following:

(c) A description of the monitoring system for each pump station which shall continuously monitor, report, and transmit information for each pump station. All utility owned or operated sanitary sewer collection systems shall be continuously monitored and recorded at a central location via a SCADA system, or equal. All pump stations shall report a minimum of high-water level, power failure, low battery voltage, and remote signal failure. Pump stations with dry wells or pumps larger than twenty-five (25) horsepower shall also report operating hours after midnight, pump starts, wet well level, high and low level alarm set points, kilowatt power usage based on pump amperage, instantaneous and average station flow based on flow meter or calculated from pump amperage and discharge pressure, discharge pressure, high and low pressure alarm set points, intrusion alarm, and drywell flooding at drywell stations.

Currently, what the Town possesses to meet this requirement is outdated, rudimentary, and only includes a few of the parameters set by the County. More importantly, the Town is not in compliance with the County Ordinance stated and could possibly face a moratorium by not taking action to bring the existing system current. The contract and specifications were written by KCI Technologies, who has a Continuing Services Agreement with the Town, advertised the RFP on May 11, 2020, and bids were opened and read aloud on June 22, 2020. Although fourteen companies showed interest in the RFP by downloading the bid package from the Town's website, only one bid was received from Champion Controls before due date. KCI's analysis of their bid states that because the work is extremely specialized, with a limited number of contractors nationwide, and the need for the Town to comply with the County requirements, Champion Control's bid of \$151,441.000 is reasonable.

Champion Controls is a local company and have performed similar work for Broward County Water and Wastewater Services, The City of Miramar, and Belle Meade, Florida. In addition, I have gathered three positive reference surveys from Cardinal Contractors, Intercounty Engineering, Inc., and Key Largo Wastewater Treatment District, which are included in this package.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This project is included in the approved 2020-2121 Fiscal Year's budget as a Capital Improvement Project.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
BHI-206 SCADA Implementation	10/1/2020	\$151,441.00	535.0-400063.000	BHI-206	\$152,000.00

Submitted By: Douglas Armstrong, Assistant Public Works Director
Marlene Marante Siegel, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. RFP BHI 206 REFERENCE SURVEYS 21SEP20
2. BHI 206 REMOTE MONITORING OF MAIN SANITARY LIFT STATION BIDDER PROPOSAL 22SEP20



TOWN OF BAY HARBOR ISLANDS

RFP Reference Survey

RFQ NO. BHI-206: REMOTE MONITORING OF MAIN SANITARY LIFT STATION

FROM:	JERED PRIMICERIO, POM	TO: DOUGLAS ARMSTRONG, PWD
COMPANY:	July 22nd	DATE: JULY 16, 2020
PHONE:	305-451-4019	TOTAL # OF PAGES: 1
FAX:		PHONE: 305-866-6241 EXT. 111
EMAIL:	Jered.primicerio@icloud.com	EMAIL: darmstrong@bayharborislands-fl.gov
SUBJECT:	REFERENCE WORK FOR SCADA SYSTEM DESIGN, FABRICATION, INSTALLATION, AND STARTUP SUPPORT.	

You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of The Town of Bay harbor Islands Project: SCADA SYSTEM DESIGN , FABRICATION, INSTALLATION, AND STARTUP SUPPORT

COMPANY YOU ARE PROVIDING REFERENCE FOR: CHAMPION CONTROLS, INC.

	INDICATE:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		Yes
2. Did this company have the proper resources and personnel by which to get the job completed?		Yes
3. Were any problems encountered with the company's work performance?		No
4. Were any change orders or contract ammendments issued, other than owner-initiated		No
5. Was the job completed on time, based upon the original established timeline?		Yes
6. Was the job completed within budget, based upon the original established budget?		Yes
7. On a scale of 1 to 10, ten being best, how would you rate the overall work performance, considering professionalism, final product, and personnel?		7.5
8. If the opportunity were to present itself, would you rehire this company?		yes we have!
9. Please provide any additional comments pertinent to this company and the work they performed for you:		

N/A

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:

DOUGLAS ARMSTRONG, PUBLIC WORKS DIRECTOR: darmstrong@bayharborislands-fl.gov

Subject: Reference for BHI-206: Remote Monitoring of Main Sanitary Lift Station (SCADA)

Jered Primicerio

REFERENCE PRINT NAME

REFERENCE SIGNATURE

PLANT OPERATIONS MANAGER

REFERENCE TITLE



TOWN OF BAY HARBOR ISLANDS

RFP Reference Survey

RFQ NO. BHI-206: REMOTE MONITORING OF MAIN SANITARY LIFT STATION

FROM:	Michael Brandao	TO: DOUGLAS ARMSTRONG, PWD
COMPANY:	Cardinal Contractors, Inc.	DATE: JULY 16, 2020
PHONE:	954.587.0520	TOTAL # OF PAGES: 1
FAX:		PHONE: 305-866-6241 EXT. 111
EMAIL:	mbrandao@prim.com	EMAIL: darmstrong@bayharborislands-fl.gov
SUBJECT:	REFERENCE WORK FOR SCADA SYSTEM DESIGN, FABRICATION, INSTALLATION, AND STARTUP SUPPORT.	

You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of The Town of Bay harbor Islands Project: SCADA SYSTEM DESIGN , FABRICATION, INSTALLATION, AND STARTUP SUPPORT

COMPANY YOU ARE PROVIDING REFERENCE FOR: CHAMPION CONTROLS, INC.

	INDICATE:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		yes
2. Did this company have the proper resources and personnel by which to get the job completed?		yes
3. Were any problems encountered with the company's work performance?		no
4. Were any change orders or contract ammendments issued, other than owner-initiated		no
5. Was the job completed on time, based upon the original established timeline?		no
6. Was the job completed within budget, based upon the original established budget		yes
7. On a scale of 1 to 10, ten being best, how would you rate the overall work performance, considering professionalism, final product, and personnel?		10
8. If the opportunity were to present itself, would you rehire this company?		yes

9. Please provide any additional comments pertinent to this company and the work they performed for you:

these comments are based on feedback from our Project Manager that interfaced directly with Champion on the Broward County 3A Pumping Station project which is near completion now.

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:

DOUGLAS ARMSTRONG, PUBLIC WORKS DIRECTOR: darmstrong@bayharborislands-fl.gov

Subject: Reference for BHI-206: Remote Monitoring of Main Sanitary Lift Station (SCADA)

Michael Brandao

REFERENCE PRINT NAME

REFERENCE SIGNATURE

Vice President

REFERENCE TITLE



TOWN OF BAY HARBOR ISLANDS

RFP Reference Survey

RFQ NO. BHI-206: REMOTE MONITORING OF MAIN SANITARY LIFT STATION

FROM:	Shelley McDougale	TO: DOUGLAS ARMSTRONG, PWD
COMPANY:	Intercounty Engineering, Inc.	DATE: JULY 16, 2020
PHONE:	(954) 972-9800 ext 206	TOTAL # OF PAGES: 1
FAX:	(954) 974-0042	PHONE: 305-866-6241 EXT. 111
EMAIL:	smcdougale@intercountyengineering.com	EMAIL: darmstrong@bayharborislands-fl.gov
SUBJECT:	REFERENCE WORK FOR SCADA SYSTEM DESIGN, FABRICATION, INSTALLATION, AND STARTUP SUPPORT.	

You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of The Town of Bay harbor Islands Project: SCADA SYSTEM DESIGN , FABRICATION, INSTALLATION, AND STARTUP SUPPORT

COMPANY YOU ARE PROVIDING REFERENCE FOR: CHAMPION CONTROLS, INC.

	INDICATE:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		Yes
2. Did this company have the proper resources and personnel by which to get the job completed?		Yes
3. Were any problems encountered with the company's work performance?		No
4. Were any change orders or contract ammendments issued, other than owner-initiated		No
5. Was the job completed on time, based upon the original established timeline?		Yes
6. Was the job completed within budget, based upon the original established budget?		Yes
7. On a scale of 1 to 10, ten being best, how would you rate the overall work performance, considering professionalism, final product, and personnel?		10
8. If the opportunity were to present itself, would you rehire this company?		Yes

9. Please provide any additional comments pertinent to this company and the work they performed for you:
We have contracted with Champion Controls for many years on numerous projects. Extremely knowledgeable office and field staff, team players from bidding through completed project. Intercounty Engineering highly recommends Champion Controls.

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:

DOUGLAS ARMSTRONG, PUBLIC WORKS DIRECTOR: darmstrong@bayharborislands-fl.gov
Subject: Reference for BHI-206: Remote Monitoring of Main Sanitary Lift Station (SCADA)

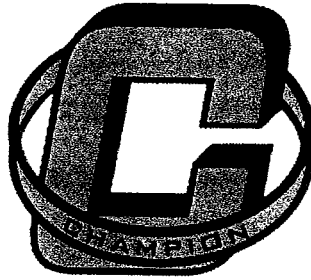
Shelley McDougale

REFERENCE PRINT NAME

Project Coordinator/Office Manager

REFERENCE TITLE

REFERENCE SIGNATURE



PROPOSAL
FOR
REMOTE MONITORING OF MAIN SANITARY LIFT STATION
BHI-206

TOWN OF BAY HARBOR ISLANDS, FLORIDA

PRESENTED

BY

CHAMPION CONTROLS
811 NW 57 PLACE
FORT LAUDERDALE, FL 33309
954-318-3090

COPY #1

BID FORM

<u>Bid Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
No.					
1	Supply and Install SCADA system for main lift station, inclusive of items (a) Through (n), described above.	1	LS	\$ <u>70,498⁰⁰</u>	\$ <u>70,498⁰⁰</u>
2	Optional Bid: Supply and Install SCADA system for the five outlying stations, inclusive of item (a-I), described above. Battery or solar powered devices only.	5	EA	\$ <u>11,679²⁰</u>	\$ <u>58,396⁰⁰</u>
3	Training to use SCADA system.	1	LS	\$ <u>8,780⁰⁰</u>	\$ <u>8,780⁰⁰</u>
4	Contingency (10% OF TOTAL)	1	LS	\$ <u>13,767⁰⁰</u>	\$ <u>13,767⁰⁰</u>
TOTAL BID AMOUNT				\$ <u>151,441⁰⁰</u>	

TOTAL BID AMOUNT (IN WORDS) ONE HUNDRED FIFTY ONE THOUSAND
FOUR HUNDRED & FORTY ONE DOLLARS

VII. QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified in the selected installation methodology will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT Lift Station Control System Supplier
YEAR OF PROJECT 2004-Present
OWNER OF PROJECT Broward County Water & Wastewater Service
LOCATION OF PROJECT Various Sites in Broward County
DESIGN ENGINEER Broward County WWS Engineering
ADDRESS 2555 W. Copans Road, Pompano Beach, FL
SCOPE OF WORK Multi-annual contract to furnish & install LS CP's w/RTU
APPROXIMATE VALUE \$ Over 1,000,000.00
- 2) NAME OF PROJECT East Water Treatment Plant Renovation
YEAR OF PROJECT 2018-2020
OWNER OF PROJECT City of Miramar
LOCATION OF PROJECT 2600 SW 66th Terrace, Miramar, FL
DESIGN ENGINEER Bailey Engineering/ GAI Associates
ADDRESS Pembroke Park
SCOPE OF WORK Full water treatment plant control systems & SCADA
APPROXIMATE VALUE \$ 865,000.00
- 3) NAME OF PROJECT Belle Meade Stormwater Sewer PS
YEAR OF PROJECT 2017-2018
OWNER OF PROJECT City of Miami
LOCATION OF PROJECT Belle Meade, Florida

DESIGN ENGINEER

City of Miami/Champion Controls

ADDRESS

Miami, Florida

SCOPE OF WORK

Design, fabrication, installation of pump station CP & RTU

APPROXIMATE VALUE

\$ 226,100.00

Additional projects and project details provided in the Champion Controls proposal

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work: N/A

1) NAME OF SUBCONTRACTOR _____

2) NAME OF SUBCONTRACTOR _____

3) NAME OF SUBCONTRACTOR _____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which the Notice of Award is received and to be substantially complete within 45 working days and all work within not more than 60 working days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

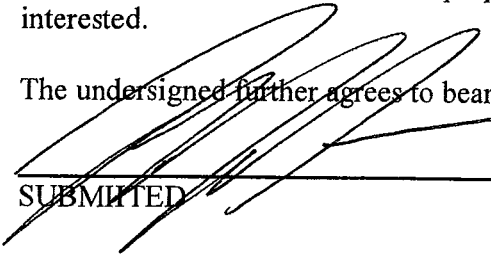
There is enclosed a Bid Guarantee consisting of five percent (5%) of Base Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) working days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.


SUBMITTED _____

Champion Controls, Inc

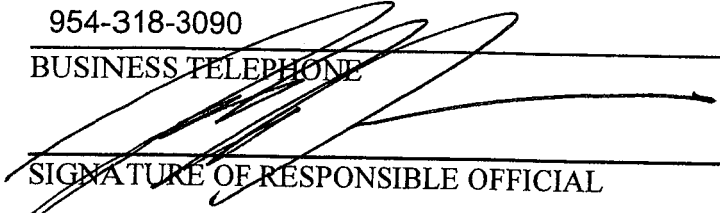
FIRM NAME

811 NW 57 Pl, Fort Lauderdale, FL 33309

BUSINESS ADDRESS

954-318-3090

BUSINESS TELEPHONE


SIGNATURE OF RESPONSIBLE OFFICIAL

Director of Operations

TITLE

Florida

STATE OF INCORPORATION

FULL NAMES & ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE
FOREGOING BID, AS PRINCIPALS:

Marcel Wedderburn

Chantal Wedderburn

Addenda No(s) 1-4 received and attached hereto.

ADDENDUM NO. ONE

DATE: June 2, 2020
DEPARTMENT: Town of Bay Harbor Islands
PROJECT NAME: Remote Monitoring of Main Sanitary Lift Station
CONTRACT NUMBER: BHI-206
SUBMITTAL DATE: June 22, 2020
CONSULTANT COORDINATORS: Joe Gómez, PE (KCI)/ Jorge Leon, PE (STV)

This Addendum is issued to clarify and/or modify the previously issued Low Bid Design-Build Request for Proposal for BHI-206. All requirements of the RFP BHI-206 not modified herein shall remain in full force and effect as originally set forth.

Schedule of Events Change:

Original opening date of bids : July 7, 2020 at 3:00PM.

Revised opening date of bids: June 22, 2020 at 3:00PM.

QUESTIONS:

- Q1. The construction bid spec shows estimated \$700K project which may be appropriate for a construction project (station rehab) The spec, however, calls only for RTU/SCADA system which should be a lower priced category. Can you please clarify if there is any heavy construction involved in this project and/or if the \$700,000 estimate is correct?
- A1. The construction estimate of \$700,000 was not included in the RFP documents. No construction estimate dollar amount was included. No Heavy construction is involved as part of this project.
- Q2. The qualifications for BHI-206 (SCADA) BHI-206 REMOTE MONITORING OF MAIN SANITARY LIFT STATION (SCADA) state "Proposers are required to be pre-qualified in all work types required for the Project.". Please provide us with a list of the pre-qualified contractors.
- A2. No special prequalification is required. The prime contractor must be a Florida licensed general contractor must demonstrate on the bid proposal that it is qualified to perform the advertised work with a minimum of three (3) SCADA system projects completed within the past five years.
- Q3. Can you please ask the engineer to clarify if this is for a complete SCADA system with control capability or simply for the purpose of monitoring?
- A3. Refer to the RFP package for all required information regarding the SCADA System requirements and implementation.
- Q4. Where can we find what the MDWASD Scada requirements are?
- A4. Miami Dade County, FL Code of Ordinances for SCADA Requirement - Sec. 24-42.2. Dated 3/5/2020.

**ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS"
REMAIN UNCHANGED.**

c: Douglas Armstrong, Public Works Director

ADDENDUM NO. TWO

DATE: June 2, 2020
DEPARTMENT: Town of Bay Harbor Islands
PROJECT NAME: Remote Monitoring of Main Sanitary Lift Station
CONTRACT NUMBER: BHI-206
SUBMITTAL DATE: June 22, 2020
CONSULTANT COORDINATORS: Joe Gómez, PE (KCI)/ Jorge Leon, PE (STV)

This Addendum is issued to clarify and/or modify the previously issued Low Bid Design-Build Request for Proposal for BHI-206. All requirements of the RFP BHI-206 not modified herein shall remain in full force and effect as originally set forth.

Schedule of Events Change:

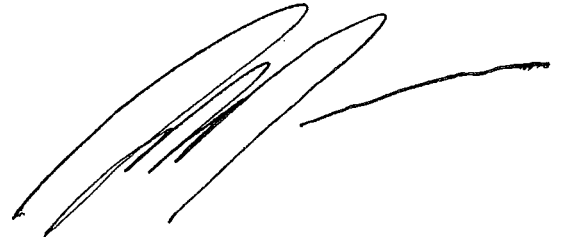
Contractor's wishing to inspect the project facilities associated with this RFP BHI-206 will be allotted thirty (30) minute site visits to view equipment and take photographs. No questions will be accepted verbally or in writing. The purpose of this site visit is for the Contractor to review existing facilities. A Technical Representative will be on-site for the sole purpose of guiding the Contractor through the facilities.

Visits will be scheduled on Wednesday, June 10, 2020 starting at 9:00 AM EDT on a first come first serve basis and will be strictly adhered to with regards to a time limit of thirty (30) minutes.

Contractors are to send an email to darmstrong@bayharborislands-fl.gov with copies to Joe.Gomez@kci.com and Jorge.Leon@stvinc.com requesting a site visit. Email requests will only be accepted until Friday, June 5, 2020 at 3 PM.

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

c: Douglas Armstrong, Public Works Director



ADDENDUM NO. THREE

DATE: June 8, 2020
DEPARTMENT: Town of Bay Harbor Islands
PROJECT NAME: Remote Monitoring of Main Sanitary Lift Station
CONTRACT NUMBER: BHI-206
SUBMITTAL DATE: June 22, 2020
CONSULTANT COORDINATORS: Joe Gómez, PE (KCI)/ Jorge Leon, PE (STV)

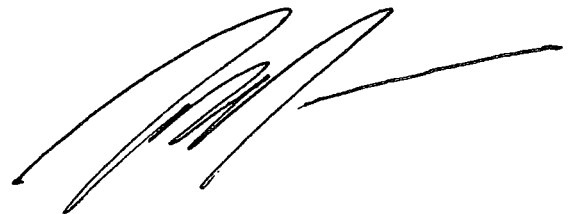
This Addendum is issued to clarify and/or modify the previously issued Low Bid Design-Build Request for Proposal for BHI-206. All requirements of the RFP BHI-206 not modified herein shall remain in full force and effect as originally set forth.

Appendix B (Drawings):

Appendix B (Typical Concept and Existing As-Built Drawings) was omitted from the RFP Documents advertised on May 11, 2020. Appendix B (PDF document) is available on the Town's webpage to download.

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

c: Douglas Armstrong, Public Works Director

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

ADDENDUM NO. FOUR

DATE: June 11, 2020
DEPARTMENT: Town of Bay Harbor Islands
PROJECT NAME: Remote Monitoring of Main Sanitary Lift Station
CONTRACT NUMBER: BHI-206
SUBMITTAL DATE: June 22, 2020
CONSULTANT COORDINATORS: Joe Gómez, PE (KCI)/ Jorge Leon, PE (STV)

This Addendum is issued to clarify and/or modify the previously issued Low Bid Design-Build Request for Proposal for BHI-206. All requirements of the RFP BHI-206 not modified herein shall remain in full force and effect as originally set forth.

Schedule of Events Change:

Contractor's wishing to inspect the project facilities associated with this RFP BHI-206 will be allotted thirty (30) minute site visits to view equipment and take photographs. No questions will be accepted verbally or in writing. The purpose of this site visit is for the Contractor to review existing facilities. A Technical Representative will be on-site for the sole purpose of guiding the Contractor through the facilities.

Visits will be scheduled on Friday, June 12, 2020 starting at 10:00 AM EDT on a first come first serve basis and will be strictly adhered to with regards to a time limit of thirty (30) minutes.

Contractors are to send an email to darmstrong@bayharborislands-fl.gov with copies to Joe.Gomez@kci.com and Jorge.Leon@stvinc.com requesting a site visit. Email requests will only be accepted until Thursday, June 11, 2020 at 3 PM.

Submittal Deadline Extension:

The due date for Bids has been extended from June 22, 2020 to June 29, 2020 by 3:00 PM. No late bids will be accepted.

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

c: Douglas Armstrong, Public Works Director



VIII BID BOND

Bond No. 72276691

KNOW ALL INDIVIDUALS BY THESE PRESENTS, that we,
Champion Controls, Inc. (hereinafter called the Principal), and
(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of
South Dakota with its principal offices in
the City of Chicago, IL and authorized to do business in the State of Florida, and
the Town of Bay Harbor Islands, and having an Agent resident therein, such Agent and Company
acceptable to the Town of Bay Harbor Islands, are held and firmly bound unto the Town of Bay
Harbor Islands (hereinafter called Owner), in the sum of

Five Percent of Amount Bid Dollars (\$ —5%—), good and lawful money of
the United States of America, to be paid upon demand of the said Owner, to which payment well
and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a
proposal to the said Owner for furnishing all necessary labor, materials, equipment,
machinery, tools, apparatus, services, all State Workmen's Compensation and
Unemployment Compensation Taxes incurred in the performance of the contract, and
means of transportation for construction of:

**TOWN OF BAY HARBOR ISLANDS CONTRACT NO. BHI-206:
REMOTE MONITORING OF MAIN SANITARY LIFT STATION (SCADA)**

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a
certified Bidder's check otherwise required to accompany this Proposal in the amount of
five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be
accepted, the Principal shall within ten (10) working days after receipt of notification of
the acceptance thereof, execute a contract in accordance with the Proposal and upon the
terms, conditions and price set forth therein, in the form and manner required by the
Owner and execute sufficient and satisfactory Performance, Payment and Warrantee
Bonds payable to the Town of Bay Harbor Islands, Florida, each in an amount of one
hundred percent (100%) of the total contract price, as indicated in the Proposal, in form
and with security satisfactory to the said Owner, then this obligation to be void, otherwise
to be and remain in full force and virtue in law; and the Surety shall upon failure of the
Principal to comply with any or all of the foregoing requirements within the time
specified above immediately pay to the aforesaid Owner upon demand the amount hereof
in good and lawful money of the United States of America, not as a penalty but as
liquidated damages.

*Western Surety Company

Town of Bay Harbor Islands

Page 18

IN WITNESS WHEREOF, THE _____ said
Champion Controls, Inc. as "Principal" herein has caused these presents to be signed in
its name, by its _____ under its corporation seal, and the said*as "Surety" herein, has
caused these presents to be signed in its name by its Attorney** and attested by its
Witness _____, under its corporate seal, this 29th day of June, A.D., 2020.

ATTEST:

Principal
(Title)

ATTEST:

Coralise Medal, Witness

Champion Controls, Inc.

BY:

(Principal)

Western Surety Company

BY:

Lisa Roseland

(Surety) Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: (407) 786-7770

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of attorney
to sign said Bond).

*Western Surety Company

**In-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey W Reich, Susan L Reich, Kim E Niv, Teresa L Durham, Gloria A Richards, Lisa Roseland, Cheryl Foley, Robert P O'Linn, Sarah K O'Linn, Individually

of Maitland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of July, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 17.

ITEM: Consideration and approval of Supplemental Agreement (SA) #1 for CEI services by KCI Technologies, Inc. for additional funding in the amount of \$33,480.00 to provide continuity to complete inspection of the work and close out all documentation necessary to certify BC-154: Broad Causeway Corridor Enhancements. Enclosed is a copy of request from KCI.

DESCRIPTION:

KCI Technologies was selected to provide Construction Engineering and Inspection (CEI) services for the Town concerning project BHI-154: Broad Causeway Corridor Enhancements. KCI is requesting additional funding to complete these services, because of necessary changes to the project. These changes are included in the attached cover letter and supporting documentation from KCI.

CEI services are not covered under this FDOT LAP-funded project; therefore, the Town has the obligation to pay for these additional services and will be taken from the Causeway Reserve Fund.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This item is not budgeted for the current fiscal year and will require an appropriation from the Causeway Reserve Fund to cover the supplemental cost.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Douglas Armstrong, Assistant Public Works Director
Marlene Marante Siegel, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. KCI REQUEST FOR ADDITIONAL FUNDS FOR SERVICES BC 154 15SEP20



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

5835 Blue Lagoon Drive, Suite 303 • Miami, FL 33126 • Phone 305.477.7667

September 15, 2020

Douglas P. Armstrong
Public Works Director
Town of Bay Harbor Islands
9665 Bay harbor Terrace
Bay Harbor, Florida 33154

**RE: Town of Bay Harbor Islands Professional Engineering & Architectural Services
CEI Services – Task Work Order # 3, Supplemental Agreement (SA) # 1
Project Description – Broad Causeway Corridor Enhancements
FDOT FM # 439906-1-58-01**

Dear Mr. Armstrong:

Pursuant to your conversation with Ramon Llana, EI, Project Administrator for the above referenced project, attached please find our request for additional funds to complete the CEI services. The additional funds are necessary due to necessary changes to the project including:

- Change of final asphalt course from structural to friction and preparing the necessary justification to receive FDOT LAP approval
- Paving of Gas Service Station area and preparing the justification to receive FDOT LAP approval
- Change of specification for the green markings on the designated bikeway from green boxes to complete green painting of the lanes to receive FDOT LAP approval
- Delays in fabrication of the pedestrian railing on the bridge due to a revised detail necessary to connect the LED lighting system.

Based on the above we are requesting an additional 248 hours at the current contract rate for the PA/CSS. The requested additional funds are \$33,480.00 (staff hour and fee estimate attached). These funds will provide continuity to complete the inspection of the work and close out all documentation necessary to certify the project.

Please let me know if you have any questions. We look forward to successful closing out this showcase project for the Town.

With Kind Regards,

KCI TECHNOLOGIES, INC.

Joe Gomez, PE
Digitally signed by Joe Gomez, PE
DN: C=US,
E=Joe.Gomez@kci.com, O=KCI
Technologies, Inc., OU=CM/CEI,
CN=Joe Gomez, PE
Date: 2020.09.15 12:43:50-0400

Joe L. Gómez, PE
CM/CEI Practice Leader

Employee-Owned Since 1988

EXHIBIT - A
TOWN OF BAY HARBOR ISLANDS
TWO NO. 3 - BROAD CAUSEWAY CORRIDOR ENHANCEMENTS
SUPPLEMENTAL AGREEMENT NO. 1

Task Work Order Worksheet
KCI TECHNOLOGIES
September 15, 2020

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES						
Payroll						Total	Total
Classification	PA/CSS					Work	Labor Costs
Contract - Hourly Rates	\$135.00					Hours	
CEI INSPECTION SERVICES	248.00					248.00	
Total Workhours	248.00					248.00	
Sub-Total Dollars- KCI							\$33,480.00
Total Dollars*							\$33,480.00

TWO NO. 3 BROAD CAUSEWAY CORRIDOR ENHANCEMENT- SA NO. 1

POSITION			TOTALS	
	Sept	Oct	Months	Manhours
Project Administrator/CSS (KCI)	1.00	0.50	1.50	248.00
Subtotal Staff-Months	1.00	0.50	1.50	248.00
	0.00	0.00	0.00	

Estimated Start Date:	Sep-20
Estimated Duration (Days):	45 Calendar Days to complete and closeout project
Estimated Duration (Months):	1.5
Estimated Completion Date:	Oct-20

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 18.

ITEM: Consideration and Approval of a two-year extension of Contract BHI-183 for Landscape and Irrigation Maintenance with BrightView Landscape Services. Enclosed is Section 3.2 of the Contract and other supporting documents.

DESCRIPTION:

On September 11, 2017, the Town Council approved the RFP for BHI-183: Landscape and Irrigation Maintenance, awarding the contract to BrightView Landscape Services for a three-year period. The attached Section 3.2 of BHI-183: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL provides for one additional two-year period of service at the same terms, conditions and specifications. Attached is a letter from BrightView stating that all terms, pricing, and conditions shall remain the same as the original contract for the additional two-year period. If approved, the contract extension shall commence on September 30, 2020, and expire on September 30, 2022.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Sufficient funds to cover the cost of this contract are included in the FY 2020-2021 Town of Bay Harbor Islands Budget.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Marlene Marante Siegel, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. BHI 183 LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT SECTION 3.2
2. BRIGHTVIEW REQUEST FOR CONTRACT EXTENSION 09JUN20

SECTION 3

TOWN OF BAY HARBOR ISLANDS INVITATION FOR BIDS FOR LANDSCAPE AND IRRIGATION MAINTENANCE BID #BHI-183

SPECIAL CONDITIONS

3.1: SCOPE OF SERVICES:

The Work covered by the specifications herein shall be landscape and irrigation maintenance services including weeding, mowing, edging, tree and palm pruning, hedge trimming, raking, sweeping, blowing sidewalks, herbicide applications including preventive and corrective applications, fertilization and pest management services using Integrated Pest Management principles, insect control including fire ant control, irrigation system maintenance, monitoring and repair, maintaining and replacing, if necessary, any plants lost due to negligence of the Contractor, seasonal color replacement and daily removal and disposal of all litter, trash and debris.

3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract for one (1) additional two-year period, at the same terms, conditions and specifications. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days of contract expiration date. The contract amount for the specified services, after the second contract year shall be computed and may be adjusted yearly by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index" as "All Items, All Urban Consumers, Miami-Ft. Lauderdale, Florida, 1982-84 = 100", ("CPI"). The Contract for the Specified Services shall be increased in an amount equal to the percentage by which the CPI for the month of August 2019 exceeds the Consumer Price Index for the month of August 2018. The Town Finance Director shall compute all approved CPI adjustments. Notwithstanding the foregoing, the Contract Amount for the third year of the Contract shall not exceed 2.5% of the prior year.

3.3: SCOPE OF WORK

Service Area will be within the Public Areas, including the Public Rights-of-Way and Parks for Bay Harbor Islands, and other select areas as defined on the area maps attached hereto as Exhibits A, B and C.

3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT:

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether federal, State, County, or local and of any agency or such government, which relate to or in any manner affect the performance of this Contract. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act



BRIGHTVIEW LANDSCAPE SERVICES, INC. - 8191 NW 84th St., Medley FL 33166

June 8, 2020

To Douglas Armstrong:

BrightView, Inc. is writing this letter to comply with Section 3.2 of the BHI-183 Landscape and Irrigation contract, *Initial Contract Period and Contract renewal*. In that section, it states that the initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract for one (1) additional two-year period without any changes in price or scope.

Brightview requests that the Town approve the extension of the additional two-year period, which shall contain the same scope, services, and pricing as the initial three-year period. This two-year period shall commence on 9/30/20 and expire on 9/30/2022

We appreciate your partnership and look forward to continuing our relationship over the next several years.

Thank you.

Best Regards,

A handwritten signature in blue ink, appearing to read "D. de la Vega".

Damian de la Vega
Branch Manager

AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 19.

ITEM: Discussion and possible action regarding the process to select and/or appoint a Town Attorney. Enclosed are copies of the proposals submitted on the recent RFP for professional legal services.

DESCRIPTION:

The Office of the Town Clerk re-advertised the Request for Proposals for professional legal services on August 17, 2020. The RFP was advertised on Florida League of Cities, Daily Business Review, and the Florida Bar Journal. **However, the RFP is silent as to the process for selection.**

On September 17th, the Town received a total of seven (7) proposals from the following firms:

Gray Robinson, PA

- Monthly Retainer fee / fixed cap of \$7,500. Thus fee covers an estimated 200 hours of general legal work per month, including travel to any Town Meetings.
- Special matters, litigation, and / or specialized services vary by attorney and range from \$300 to \$500 per hour.

Weiss Serota Helfman Cole & Bierman, P.L.

- Monthly capped fee of \$10,000 which will include handling all of the Town's day-to-day legal matters from elections, sunshine laws, public records, and ethics to procurement and contracts, land use and zoning, code compliance and those listed under the scope of services and skills.
- Litigation, Labor and Employment and limited special project will provided at a rate of \$250.00 per hour.

Frank Simone, P.A.

- Monthly fixed / Flat Fee of \$15,000 per month. The fee shall be adjusted upward by a 3% increase, annually, unless otherwise agreed upon by the Town and Firm.
- Litigation matters will be provided at a rate of \$225.00, per hour.
- The firm will bill the Town for out-of-pocket cost incurred on behalf of the Town, such as delivery and courier charges for outside parties, court reporter expenses (including the cost of transcripts), court cost, expert fees, exhibit costs, and investigation costs.

Shutts & Bowen, LLP

- The firm proposes an annual retainer fee of \$185,000 (divided into 12 monthly payments of \$15,417) to provide non-litigation professional legal services to the Town.
- General Litigation Matters will be provided at a rate of \$365.00 per hour.
- Complex Litigation or Special projects such as matters filed in the US Federal Court, Appellate matters, eminent domain, civil rights discrimination, class action lawsuits, claims or proceedings will be provided at a rate of \$400.00 per hour.
- Reimbursable cost and expenses - the firm will bill the Town for fees associated with filing; recording; certification; registration; all charges for court reporter services; charges for Town approved special vendor copying, data services; special courier services and travel, plus accommodations for Town related matters.

Vose Law Firm, LLP

- Monthly Retainer amount of \$16,000 per month (\$192,000 per year) which will include general legal services, attendance at meetings, all litigation, local bond counsel work and representation of the Town.
- Pre-approved out of pocket cost such as court filing fees, and court reporter fees would be billed to the Town.

Greenspoon Marder

- Flat fee monthly retainer of \$10,000 per month
- General Litigation matters will be provided at a rate of \$225.00 per hour.
- Applicable out-of-pocket cost would be billed to the Town.

Switkes & Zappala, P.A.

- Flat fee annual fee of \$180,000 (\$15,000 monthly services fee) to includes the areas of general counsel; local government law; contract and procurement; labor / employment and planning & zoning land use and other matters.
- Litigation matters will be billed at flat rate of \$200.00 per hour.

Enclosed are copies of the firms proposals.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

The Town budgeted a total amount of \$273,600 for the 2020/2021 Fiscal Year.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
Legal Services - Town Attorney Retainer	10/1/2020	\$0.00	001.5140.400031.000		\$123,600.00
Legal Services - Litigation	10/1/2020	\$0.00	001.5140.400031.000		\$75,000.00
Legal Services - Special Counsel	10/1/2020	\$0.00	001.5140.400031.000		\$75,000.00

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Attorney Summary of RFQs
2. Gray Robinson
3. Weiss Serota HC&B -

4. Frank Simone, PA
5. Shutts & Bowen
6. Vose Law Firm LLP
7. Greenspoon Marder
8. Switkes & Zappala, P.A.

To: Town Council, Bay Harbor Islands

Prepared By: Maria Lasday, Town Manager, Bay Harbor Islands

Date: October 6, 2020

Re: Attorney Summary of RFQs

Firm	# of Attys	# of Attys to be assigned BHI	Cost/Yr.	# of Gov't Entities Past Experience	# of Gov't Entities Current Experience
Vose Law Firm (Located in Winter Park, FL)	8 (5 certified Local gov't)	3 (Becky Vose John Cary Ralf Brooks)	\$192,000/yr. (unlimited and complete [general, attendance at meetings, Litigation, local bond Counsel, representation of enterprise Funds] No Ancillary Billing w/o Prior Approval)	27 govt. entities	11 govt. entities
Greenspoon Marder (Located in Miami FL)	200 nationally (18 locally)	2 (Joseph Geller James Rauh; if needed, Olga Vierira, Jason Silver, & Mayor Francis Saurez)	\$120,000/yr. plus approved out-of-pocket. [Not included litigation, Labor and Employment and bond counsel]	Geller (5 municipalities)	
Frank Simone (Located in Miami, FL)	2	2	\$180,000/yr. [Not included litigation; possible waiver of litigation fees for Frank Simone time]	5	1

Firm	# of Attys	# of Attys to be assigned BHI	Cost/Yr.	# of Gov't Entities Past Experience	# of Gov't Entities Current Experience
Weiss Serota Helfman, Cole & Bierman (Located in Miami, FL)	70	7 (John Quick - lead; other team members David Tolces Brett Schneider Chad Friedman Edward Guedes Jose Arango Chanae Wood)	\$120,000/yr. plus [Not included litigation; labor and employment and special projects]	99	19
GrayRobinson (Located in Miami, FL)	247	1 hourly fees (Gary M. Carmen-lead; Other team Members Julia Mandell A. Protopapadakis Marlene Quintana Gary Resnick Mark Weinberg Richard Danese Joseph Salzverg)	fee/fixed cap \$7,500 for 200 hours (\$250-\$325; lead charges \$325.00/hour)	Numerous	
Shutts & Brown (Located in Fort Lauderdale, FL)	300	2 (Sidney C. Calloway-lead Proposed Asst. Attorney Suzanne M. Driscoll)	\$185,000/yr. plus (ancillary costs additional and \$365 hourly fee for general litigation matters; \$400 hourly fee for complex litigation matters)	Numerous	Numerous

Firm	# of Attys	# of Attys to be assigned BHI	Cost/Yr.	# of Gov't Entities represented (current and former)
Switkes & Zappala, P.A. (Located in Miami Beach, FL)	2	2	\$180,000/yr. (fee includes: General Counsel Local Gov't Law Labor & Employment Contracts & Procurement Planning/Zoning Land Use Forfeiture proceedings)	14

A. TITLE PAGE



Town of Bay Harbor Islands Professional Legal Services RFP BHI-207

September 17, 2020 at 3:00 p.m.

PRESENTED BY:

Gary M. Carman
333 S.E. 2nd Avenue, Suite 3200
Miami, FL 33131
305-913-0357
gary.carman@gray-robinson.com

www.gray-robinson.com

Boca Raton | Fort Lauderdale | Fort Myers | Gainesville | Jacksonville | Key West | Lakeland
Melbourne | Miami | Naples | Orlando | Tallahassee | Tampa | Washington, DC | West Palm Beach

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C. COVER LETTER AND EXECUTIVE SUMMARY

Town of Bay Harbor Islands
Alba L. Chang, CMC, Interim Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

September 17, 2020

Dear Ms. Chang,

It is with great pleasure, that GrayRobinson, P.A. (the "Firm"), submits this response to the Town of Bay Harbor Islands (the "Town") Request for Proposal for Professional Legal Services. We enclose GrayRobinson's response which contains our professional experience, accomplishments, references, and qualifications to serve the Town.

GrayRobinson commits to attending all meetings as requested by the Town. I, Gary M. Carman, am authorized to negotiate terms, render binding decisions, and commit the Firm's resources and will be on call and available for meetings, consultation, advice, and other services as requested by Town leadership and staff. If I am unavailable to attend a particular meeting, an alternate member of the team will attend in my place.

As a child in the late 50s I had the opportunity and privilege of attending Bay Harbor Elementary school and since many years have passed, have continued to admire the growth of the town its stability and the standards of its elected leaders. Now, more than ever, both GrayRobinson and I look forward to serving it. As a Firm with more than 250 attorneys and consultants, we are able to fully perform all work requested by the Town. Throughout our representation of the Town, workloads and schedules of all team members and support staff will be reviewed in accordance with the executed Scope of Services and Engagement Agreement. We will more than adequately fulfill all contractual obligations and take whatever steps may be necessary to complete the task at hand.

GrayRobinson's litigation attorneys are experienced at every level of the court system, including all Florida state courts and all federal courts up through, and including, the U.S. Supreme Court and the Federal Court of Claims. At GrayRobinson, we seek innovative solutions for our clients. As part of our client-centered approach we evaluate all available options to resolve disputes, including negotiation, arbitration, mediation and other creative yet less obvious solutions. GrayRobinson has built its reputation on efficient, cost-effective, persistent and determined representation of its clients.

GrayRobinson certifies that we will, at all times during the term of the agreement, maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

We ask that you respectfully consider our response and the assets of having GrayRobinson professionals represent the Town. We look forward to meeting with you in the future to discuss our qualifications.

With kind personal regards, I remain, very truly yours,



Gary M. Carman
Shareholder
GrayRobinson, P.A.

Firm Background: Brief history of firm

We have forged our own path, and remain committed to keeping small-firm qualities while providing our clients with the extensive resources found at larger firms. GrayRobinson's strength is built upon the collective histories of our offices across the state of Florida and Washington, DC, and our roots run deep in each community we serve.

August 1970

Charles Gray, Richard Adams, Gordon Harris, and Richard Robinson join their practices to become Gray, Adams, Harris & Robinson P.A.

January 1990

The Firm expands its presence on Florida's Space Coast by merging with Kirschenbaum and Peebles, an established Brevard County firm.

January 1996

GrayRobinson merges with the Melbourne firm of Nohrr & Nohrr. A few months later, the Firm moves its Brevard County headquarters to Melbourne.

February 1996

The Firm continues its statewide expansion, establishing an office in Tallahassee to create a permanent presence in Florida's capital and further expand the Firm's state governmental practice.

September 2000

The Firm expands into the Tampa market, merging with Shackleford, Farrior, Stallings & Evans, a firm with nearly a century of history in Tampa. The merger solidifies GrayRobinson's presence along the "Interstate 4 Corridor" - a magnet for a number of new companies and industries.

January 2001

GrayRobinson merges with Lane, Trohn, Bertrand & Vreeland. Formed in 1926, it is one of the largest firms in Lakeland.

December 2003

GrayRobinson establishes its Key West office to serve our neighbors in the southernmost point in the continental United States.

August 2004

GrayRobinson opens its office in Naples to service a growing economy in Southwest Florida, providing services to existing and new clients in the practice areas of health care, land use, and state and local government law.

November 2004

GrayRobinson opens its third new office in 12 months in the Bank of America Tower in downtown Jacksonville. To meet the growing demands of the Jacksonville market, the office originally serviced clients in the areas of commercial and civil litigation, employment law, bankruptcy, and financial restructuring.

June 2005

The Firm opens its 10th office to serve the dynamic marketplace of Fort Lauderdale, planting GrayRobinson in the heart of South Florida's growth.

We have forged our own path,
creating a firm that best
serves our clients and our
communities.

June 2005

The Firm adds a national alcohol beverage and food law practice led by Richard Blau. This addition expands GrayRobinson's capabilities, providing the guidance and resources needed to navigate all tiers and levels of the alcohol beverage and food law industry nationally and internationally.

October 2007

As a clear next step to grow the firm, GrayRobinson continues its strategic expansion across Florida with the opening of its Miami office. The Miami market expansion allows the Firm to respond to clients' needs as well as market trends throughout the state and internationally.

January 2013

GrayRobinson opens its Gainesville office in newly renovated space in the Ayers Technology Plaza in UF's Innovation Square. The move strengthens the Firm's Central Florida presence and intellectual property services provided to tech companies.

April 2013

The Firm strengthens its position in South Florida by officially opening the doors to a new GrayRobinson office in Boca Raton.

September 2015

The Firm expands across South Florida with the opening of its Fort Myers office to better serve a growing number of clients in one of Florida's fastest-growing and innovative cities.

May 2016

Dean Cannon's lobbying firm Capitol Insight joins GrayRobinson's Tallahassee office, creating an unmatched network of professional relationships, lobbying proficiency, and legal background in Florida's capital.

January 2018

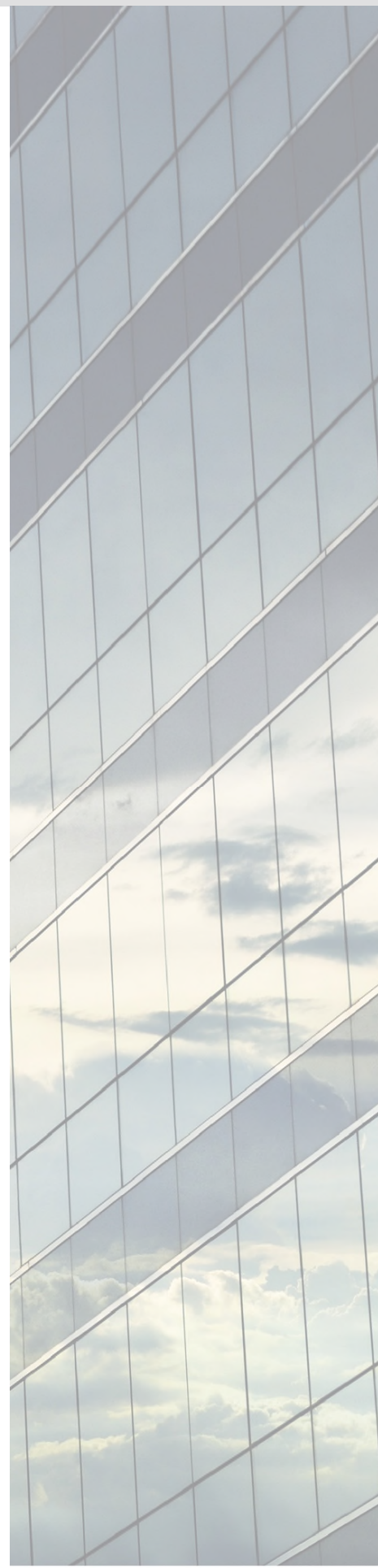
GrayRobinson opens its West Palm Beach office as a direct result of clients' increasing legal needs in the South Florida market, with three prominent litigators from Richman Greer. The new GrayRobinson shareholders include a former Florida Bar president, a recent past president of the Florida Association for Women Lawyers, and a member of The Florida Bar Board of Governors.

February 2019

GrayRobinson acquires Washington, DC based lobbying firm, Eris Group, LLC. The acquisition benefits both firms and their clients; integrating strong federal lobbying experience and helping clients succeed at the intersection of law and politics. The acquisition extends GrayRobinson's capabilities beyond Florida, and expands its capacity to serve clients with federal lobbying needs.

April 2019

GrayRobinson and Thompson, Sizemore, Gonzalez & Hearing (TSG&H) announce a strategic alliance to augment GrayRobinson's employment and labor practice and provide TSG&H with additional resources and administrative support for continued growth. TSG&H brings nine attorneys with a statewide reputation for labor and employment representation in the public and private sectors, to GrayRobinson's Tampa office.



Number of attorneys, including number of partners and associates and areas of specialty.

The following attorney counts are as of June 2020, and do not include independent contractors who may be working with the Firm.

- Total Attorneys: 250
- Total Shareholders: 164
- Total Associates: 40

Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board.

In any firm with hundreds of clients and more than 250 attorneys and consultants throughout 15 offices, there will inevitably be an occasional dispute between the firm and a client. GrayRobinson and its attorneys have a few disputes involving matters that would be entirely irrelevant to the Town's operational and legal needs. GrayRobinson is contesting each of the disputes vigorously and expects to prevail on each or, in the worst case, settle on reasonable terms that will not jeopardize the financial viability of the firm. The Firm is also fully insured with respect to any pending claims. The GrayRobinson team is proud of its reputation for honest, straightforward, ethical dealings with its respective clients. That is our culture, and we will be pleased to bring that culture to the table in the course of being involved in the Town's legal work in Florida.

Describe malpractice insurance coverage: carrier, limits, and exemptions.

GrayRobinson maintains insurance coverage and limits as evidenced by current certificates of coverage found in Section H, Forms and Attachments. Upon award of work to GrayRobinson, custom certificate holder documents will be provided to the Town.

D. PROJECT APPROACH AND UNDERSTANDING

This section shall define the services the firm is proposing to the Town that will best meet the criteria specified in the Scope of Services. State the Firm's project management plan, interpretation of the scope, and technical method of approach

Services Proposed

As a full service law firm, GrayRobinson is uniquely positioned to serve the Town in all areas of law specified in Section 3.3 of the Town's Request for Proposal. We have carefully selected members of the Firm to serve on the Town's legal team, each with specific experience that will benefit the Town.

TEAM LEAD GARY CARMAN has been involved in representing municipalities on issues ranging from development agreements for the City of Hollywood, looking at CRA lending for the City of North Miami Beach, Potential Conflicts of Interest for City Officials, Contamination issues regarding City own land, and dealing zoning and planning issues for the City of Marathon. He is familiar with zoning issues and was a member of the City of Miami's Zoning Board for three years where he reviewed and drafted legislation for various municipalities.

TEAM MEMBER JORGE ESPINOSA has represented South Florida municipalities in disputes involving their trademarks, copyrights and patents as well as in registering their intellectual property. He has also counseled and represented public schools on their legal needs.

TEAM MEMBER JULIA MANDELL has experience in both the private and public sector, having served for more than a decade with the Tampa City Attorney's Office, the last three years as the City Attorney, as an assistant county attorney for Hillsborough County, and in private practice representing government and business clients in a myriad of legal issues relating to real estate and land use, environmental, bankruptcy and real property litigation.

TEAM MEMBER STEPHANIE MARCHMAN represents private and public sector employers in the areas of labor and employment law, civil litigation and government law.

TEAM MEMBER ELIO MARTINEZ has been litigating matters of trademark counterfeiting, trademark infringement, copyright infringement, patent infringement and trade secret misappropriation. His intellectual property experience also extends to helping clients, owners of world renown trademarks, develop and implement anti-piracy efforts in the United States and abroad.

TEAM MEMBER ANASTASIA PROTOPAPADAKIS has 12 years' experience as a government attorney. She currently practices in the areas of local government/municipal defense, commercial litigation, employment law, civil rights law, ADA/Title II and III defense, general tort litigation/personal injury defense, and funeral and cemetery law.

TEAM MEMBER MARLENE QUINTANA is board certified in labor & employment law by the Florida Bar and represents private and public sector employers in both labor and employment law matters.

TEAM MEMBER GARY RESNICK concentrates his practice in the representation of local governments and private clients in government and regulatory affairs, communications and cable law, utilities, charter schools and use of rights-of-way.

TEAM MEMBER MARK WEINBERG has experience representing municipalities in commercial real estate transactions.

TEAM MEMBER RICHARD DANESE has handled a wide variety of areas of complex commercial litigation, including land use and municipality disputes.

TEAM MEMBER JOSEPH SALZVERG has over a decade of experience in Florida's political and public policy arenas, from both the public and private sectors. he has represented public entities, including municipalities, in front of the State of Florida, Miami-Dade County, and other relevant governmental entities. Additionally, Joseph assists local government clients in writing municipal legislation such as ordinances, resolution, and memorials.

ATTORNEY NAME	PRACTICE FOCUS
Gary Carman, Lead	Litigation
Jorge Espinosa	Intellectual Property & Technology
Julia Mandell	Local Government Counsel
Stephanie Marchman	Employment, Collective Bargaining
Elio Martinez	Intellectual Property & Technology
Anastasia Protopapadakis	ADA Compliance, Litigation
Marlene Quintana	Employment, Collective Bargaining
Gary Resnick	Telecom and Local Government Law
Mark Weinberg	Real Estate
Richard Danese	Litigation
Joseph Salzverg	General Local Government and Government Affairs

Project Management Plan

GrayRobinson's Team takes project management to a higher level. By utilizing our legal project management system, our attorneys are able to take a case from start to finish with clear, continual purpose - by design, not reflex. At the onset of a case, our attorneys define the goal, articulate how each step serves to take the matter towards that goal and manage that matter efficiently and effectively to completion.

The GrayRobinson Team will use elements of the following case management strategy to carry out each case by design:



DEFINE

the case objective through our Early Case Assessment;



MAP

each step needed to reach objectives with our innovative Case Plan;



BUDGET

for each step by providing a customized budget that aligns with your Case Plan;



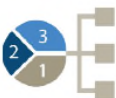
COMMUNICATE

clearly and effectively with the Town by utilizing tailored Case Status Reports.

By utilizing case management strategy, the team lead will serve as a project manager who plays a key role in overseeing each step of the case from inception to completion. The team lead is responsible for the following actions on a given case:



DETERMINING the scope of the case;



COORDINATING efforts and resources needed to meet case objectives;



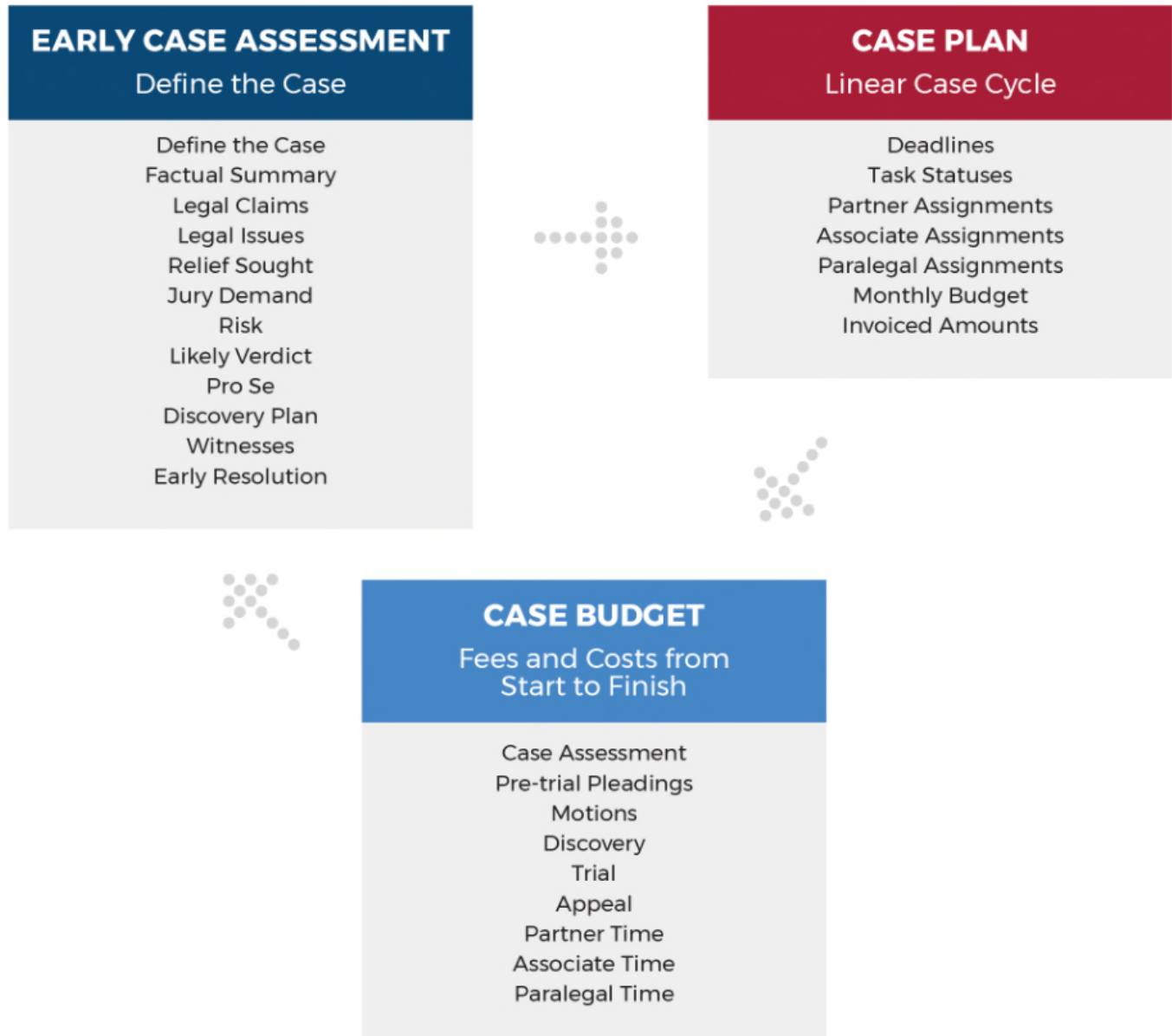
OVERSEEING appropriate and timely communication between the GrayRobinson litigation team, the Town, and any third-party vendors where applicable; and



MANAGING all aspects of the case as outlined by the Case Plan to ensure all objectives are met.

Our Team knows that litigation can present unexpected curveballs. Because of this, we have made a commitment to sustained quality improvement. By adopting this project management method, we are able to improve the quality of our work product by identifying and removing defects and minimizing variability, which means less of the unexpected.

With the utilization of legal project management, our Team will provide the Town with case objectives at the inception of each case. We design a customized Case Plan that paves the way to reach the outlined objectives. We communicate progress with ongoing Case Status Reports, so you can see our actual progress. Lastly, we are dedicated to our quality control commitment, so you are able to avoid surprises.



GrayRobinson litigators have successfully utilized our Legal Project Management System in a number of cases and we have a record of accomplishment to prove our ability to efficiently manage all litigation matters.

Interpretation of Scope

We have reviewed Section 3.1 Scope of Services in the Request for Proposal and can confirm GrayRobinson is prepared to serve the Town as requested.

GrayRobinson has long provided our government clients with effective representation as city/county attorney, and before other government agencies, including municipalities, counties, special districts, the State of Florida and the U.S. Congress. We have served as general counsel and/or special counsel to numerous cities, counties, and public agencies. We have also represented hundreds of clients before governmental entities relating to everything from bidder's protests to complex entitlement and zoning matters, and successfully lobbied at all levels of government.

GrayRobinson attorneys currently serve as city attorney to over a dozen municipalities, and special districts; general counsel to the Florida Citrus Commission; and counsel to the Florida House of Representatives with regard to reapportionment issues. Our attorneys also provide specialized legal counsel to a number of government agencies throughout the state, including the Department of Management Services on employee benefits issues and have represented the State's largest and oldest private children's services agency in negotiating and contracting with the state in the current privatization of child protection services.

REPRESENTATION OF LOCAL GOVERNMENTS

The experience and reputation gained during our years of public service enable us to provide quality legal services to the public sector in the areas of administrative law, environmental and land use law, general government, public finance, procurement, utilities and zoning, to name a few. In addition, members of our public law team have served on the staff of governmental agencies for both state and local governments, providing our clients with a unique perspective and knowledge of local government.

- **GOVERNMENTAL OPERATIONS AND HOME RULE.** Through our representation of counties and municipalities, we have developed experience and depth in all areas of home rule law, drafting contracts ordinances and resolutions, governmental ethics, public-private projects, public records law, public utilities, solid waste, sunshine law, and all other aspects of daily governmental operations.
- **CONSTRUCTION LAW.** The GrayRobinson team is one of the largest construction law departments in the state and has litigated hundreds of millions of dollars in construction disputes ranging from simple construction lien disputes to major public and private works and facilities projects throughout the state.
- **EMINENT DOMAIN AND INVERSE CONDEMNATION.** GrayRobinson has earned a deserved reputation of being innovative and tenacious in our handling of eminent domain and inverse condemnation matters resulting from our handling of thousands of cases on behalf of our public and private clients.
- **EMPLOYMENT AND LABOR LAW.** The Firm's attorneys have extensive employment law and litigation experience, and advise clients in all areas of agency, state and federal law. We also defend employers against equal employment opportunity charges and claims in the investigation and litigation stages and advise clients with respect to administrative actions and claims. The firm has represented Florida public sector employers at the city, county, constitutional officers, school district, community colleges, state universities, authority and special district levels in union elections, collective bargaining, arbitrations and unfair labor practice litigation.

- **ENVIRONMENTAL AND LAND USE LAW.** Our experience as city/county attorney for numerous jurisdictions has generated a sophisticated and wide-ranging practice in the fields of environmental regulation and land use planning. We are recognized throughout the state for our experience and ability in representing both public and private clients in comprehensive planning, environmental permitting, land use, and zoning involving brownfields, “green” development, new development and redevelopment.
- **LEGISLATIVE REPRESENTATION.** We have decades of experience in lobbying the Florida Legislature and state agencies, both offensively and defensively, on behalf of public and private entities. Many of our public law attorneys began their careers as staff to the Florida Legislature, Governor's Office and State agencies, providing our clients with a unique perspective on the most efficient means of meeting their legislative goals. We maintain close relationships with local delegations and political leadership.
- **PROCUREMENT.** We provide legal counsel relating to all aspects of procurement, including assistance in the preparation of bids, RFP's and proposals; contract negotiation; bid protests; appellate review and contract disputes.
- **PUBLIC FINANCE AND TAXATION.** With respect to public finance and taxation, we have represented issuers and underwriters in a variety of local government financings, including dependent and independent special districts.

The Firm developed these skills initially while serving as the Orange County Attorney during the 70s and 80s. Since that time, the Firm has represented governments, businesses and individuals in thousands of federal, state and local matters.

Technical Method of Approach

In representations such as those contemplated by this RFP, GrayRobinson implements a team approach designed to maximize communication and responsiveness without over-staffing. As lead attorney, Gary Carman, shareholder in the Firm's Miami office, will handle oversight of the work done for the Town. Gary will ensure the overall delivery of satisfaction and value to the Town. He is an experienced attorney fully capable of addressing all issues that may arise. Along with Gary, we have identified a team made up of shareholders, associates and paralegals. We believe this team approach will allow us to provide high quality legal services, maintain the flexibility necessary to respond swiftly and thoroughly, and facilitate communication and accountability.

In addition, provide a description of innovative concepts proposed to enhance value, quality, and to control cost and schedule.

Value-added benefits we provide to our clients include the following:

- **TRAINING:** GrayRobinson regularly provides our clients with training sessions for in-house counsel, executive leadership, management, and/or employees at no cost. GrayRobinson attorneys are happy to provide Continuing Legal Education (CLE) and training programs on topics of interest to the Town, via live seminar or webinar.
- **TEMPLATES AND FORM "BANKS":** GrayRobinson attorneys utilize legal form banks for contracts, confidentiality and non-disclosure agreements, motions and pleadings and other documents to minimize duplication of effort and costs to our clients.

- **CONNECTIONS WITH ELECTED OFFICIALS AND INFLUENTIAL POLITICAL LEADERS AND LAWMAKERS:** Our Government Affairs practice group can provide the Trust the immense benefit of our relationships in the Florida state capitol and in Washington, DC, to address specific matters of state and federal interest to the Town.
- **LEVERAGING COMMUNITY LEADER FORUMS.** GrayRobinson hosts internal seminars and Community Leader Forums (CLFs) frequently throughout our offices. We bring together clients, attorneys, lobbyists, political leaders and friends of the Firm to hear high-profile business leaders, community leaders, and elected officials discuss issues of importance to business and to the State of Florida. We can also use these opportunities to introduce Town executives to political leaders.
- **ELECTRONIC ADVISORIES ("E-LERTS") AND LEGAL UPDATES.** GrayRobinson professionals regularly publish Email updates on new case decisions, regulatory issues, and changing legislation that is timely and specific to our clients' industries, locations, and/or business interests.
- **SECURE EXTRANET ACCESS TO BILLING, RESEARCH OR OTHER INFORMATION ONLINE.** Protected Town extranet that can be accessed at any time, from anywhere.

Provide a proposed transition approach and/or strategy for handling current cases or legal matters.

The following steps would be taken in the transition of work to GrayRobinson.

- An initial "off-the-clock" **ORIENTATION MEETING** will be held between the Town's in-house counsel and the GrayRobinson Town Team Lead, Gary Carman. The meeting would include a review of the work, practice expectations based on the Town's administrative guidelines, technology guidelines and standards, database resources, client service expectations, operational practices, communication preferences, etc.
- Written agreements will be executed between GrayRobinson and the Town which fully document the **EXPECTATIONS** of both sides. The agreements will mirror the final decisions made by the Town in relation to this proposal.
- GrayRobinson will provide a document containing the name and contact information of the team members to all applicable Town representatives. The document can contain authorized billing rates as well as a description of each person's roles and responsibilities.
- Before any new work is undertaken, workloads and schedules of all attorneys and support staff on our Team will be reviewed with the Town in accordance with the executed Engagement Agreement.
- GrayRobinson attorneys set **PERFORMANCE MEASUREMENTS** and metrics based on each client's specific needs and requirements. Not all clients are alike and we will provide counsel and support the way the individuals at the Town prefer. Based on the initial orientation meeting with the Town's in-house counsel and Gary Carman, performance and reporting metrics will be set which will measure the satisfaction of the Town moving forward. We will monitor and measure our performance as it relates to the overall client relationship through **REGULAR CLIENT SATISFACTION DISCUSSIONS** and "off-the-clock" performance meetings between the Town and the GrayRobinson team.

E. QUALIFICATION INFORMATION AND ASSIGNED PERSONNEL

a. Provide a current resume of the primary attorney, and support attorneys who will assume the responsibility under this contract. Include certificate of competency, registrations, trainings, awards, memberships, and letters of recommendation. Attach copies of all such licenses issued to the business entity and the Bar Numbers of the primary and support attorneys.

- Complete biographies of the Team are located in 'Appendix 2: Team Biographies.'
- Articles of Incorporation are located in 'Section G.'
- GrayRobinson's SunBiz documentation is immediately below.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
GRAYROBINSON, P.A.

Filing Information

Document Number	602357
FEI/EIN Number	59-1300132
Date Filed	08/26/1970
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/10/2003
Event Effective Date	NONE

Principal Address

301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Changed: 01/11/2001

Mailing Address

P.O. BOX 3068
ORLANDO, FL 32802-3068

Changed: 10/13/2016

Registered Agent Name & Address

Downs, Mayanne
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Name Changed: 10/13/2016

Address Changed: 10/13/2016

Officer/Director Detail

Name & Address

Title Director, Chairman

MARSHALL, BYRD F., Jr.
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Chairman Emeritus

GRAY, J. Charles
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, President

Downs, Mayanne
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Treasurer

Neukamm, Michael E.
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Secretary

Cannon, R. Dean
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Assistant Treasurer

Unger, Jason
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Assistant Secretary

Owen, Borron
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Annual Reports

Report Year	Filed Date
2017	04/18/2017
2017	09/18/2017
2018	03/02/2018

b. Identify any potential conflicts of interest that the Firm might incur while rendering services.

GrayRobinson is not aware of any current potential conflict of interest that might arise from our representation of The Town of Bay Harbor Islands. The Firm will take necessary steps to avoid conflicts of interest in the future. If a potential conflict arises, we will seek a waiver from one or both parties. If for some reason a waiver or agreement cannot be reached, we will address the issue and withdraw, if that is necessary. The honor of representing The Town of Bay Harbor Islands is one that we take seriously, and we will do all that is necessary to ensure The Town of Bay Harbor Islands' interests are not maligned by our concurrent representation of other clients.

F. FIRM REFERENCES AND SIMILAR WORK

This section shall provide the number of years of experience of the Firm in the specified work areas and examples of similar services with applicable reference information, with emphasis on similar government projects and/or services as referenced herein. Respondents must submit a Qualification Statement. Respondents must provide at least three (3) references of work within the last (5) years, preferably from government agencies. Do not include in your references any former or current employee of the Town. Concentrate only on those services rendered by the Firm within the past five (5) years, which mostly match the scope of services.

Please indicate which team members were part of the referenced service and will be a part of the Town's team. In all illustrations of experience, indicate specifically the nature and extent of the work performed by the individuals or firms on prior similar services. The title and a brief description of each project and/or service shall include:

- a. Client Name, Address, Contact, Phone and Fax Numbers and valid e-mail address;
 - b. Project Title;
 - c. Description of work performed, and;
 - d. Year completed.
 - e. Past 5 years copies of executed agreements made between your firm and government entities for general legal services, such service as requested herein, if applicable.
-

Client: City of West Palm Beach
Address: 401 Clematis Street, West Palm Beach, FL 33401
Contact: Kimberly Rothenburg, City Attorney
Phone Number: (561) 822-1360
Fax Number: (561) 822-1486
E-Mail Address: KRothenburg@wpb.org
Project Title: Legal and Government Affairs Services
Description of Work Performed: Government affairs, zoning, election law, eminent domain.
Year Completed: 2014-Present

Client: City of Kissimmee
Address: 101 Church Street, Kissimmee, FL 34741
Contact: Olga Sanchez De Fuentes, City Attorney
Phone Number: (407) 518-2310
Fax Number: (407) 846-8369
E-Mail Address: OSanchezdf@kissimmee.org
Project Title: Legal Services
Description of Work Performed: Litigation, eminent domain, election law, eminent domain.
Year Completed: 1997-Present

Client: Islamorada Village of Islands
Address: 86800 Overseas Highway, Islamorada, FL 33036
Contact: Roget V. Bryan, Village Attorney
Phone Number: (305) 664-6418
Fax Number: (305) 504-8989
E-Mail Address: Roget.Bryan@islamorada.fl.us
Project Title: Legal and Government Affairs Services
Description of Work Performed: Government affairs, zoning, election law, eminent domain.
Year Completed: 2012-Present

G. CORPORATE STANDING AND AUTHORIZED SIGNATORY

Respondent must demonstrate that the company is in good standing and that the person signing this submittal is an Authorized Signatory on behalf of the respondent to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the respondent will be duly bound. If the signatory is not one of the officers listed on the State Certificate, the respondent must provide one of the following forms of evidence of Signatory Town with its response.

GrayRobinson is annually recognized on a state and national level for its financial performance (by *American Lawyer*) and its annual growth (by the *National Law Journal*). As GrayRobinson is a privately owned corporation we do not release our financial statements, but we have included a letter from our banker below for the Town's review.



THE PRIVATE BANK

Julie Wolf

Senior Private Banker
NMLSR ID 1026083

800 N Magnolia Avenue, Suite 900
Z0244-092
Orlando, FL 32803
407-649-5061
Julie.wolf@wellsfargo.com

June 10, 2020

Re: GrayRobinson, P.A.

To Whom It May Concern:

I am writing on behalf of the law firm, GrayRobinson, P.A. The firm, headquartered in Orlando, is a longtime valued client of Wells Fargo Bank, N.A. GrayRobinson has been a client of the Bank for over 49 years. I am the primary contact and Relationship Manager for the firm. The Firm has handled all accounts very satisfactorily at all times. All financial covenants are in compliance and all notes are current and in good standing.

We have enjoyed a significant lending and depository relationship with the firm throughout the years. Please feel free to contact me if I can provide any additional assurances or information regarding GrayRobinson, P.A.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Wolf".

Julie Wolf
Senior Vice President
Senior Private Banker
Legal Specialty Group / The Private Bank

cc: Ivy Rhinehart, CFO

a. A copy of firm's Articles of Incorporation listing the approved signatories of the corporation;

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct
copy of
Certificate of Incorporation

of

GRAY, ADAMS, HARRIS & ROBINSON, PROFESSIONAL ASSOCIATION

a corporation organized and existing under the Laws of the State of Florida,
filed on the 26th day of August, A.D., 19 70, as shown by the records
of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 26th day of August,
A.D. 19 70.



Secretary of State

ARTICLES OF INCORPORATION

OF

GRAY, ADAMS, HARRIS & ROBINSON,
PROFESSIONAL ASSOCIATION

The undersigned subscribers to these Articles of Incorporation, each of whom is a member of the Florida Bar and an attorney duly licensed to practice law in the State of Florida, hereby associate themselves together to form a corporation under the Florida Professional Service Corporation Act, Chapter 621, Florida Statutes, intending thereby to comply with the Integration Rule and By-Laws of the Florida Bar as promulgated by the Supreme Court of Florida.

FILED
AUG 26 9 08 AM '70

ARTICLE I - NAME OF CORPORATION

The name of this corporation shall be GRAY, ADAMS, HARRIS & ROBINSON, PROFESSIONAL ASSOCIATION.

ARTICLE II - GENERAL NATURE OF BUSINESS

The general nature of the business to be transacted by this corporation shall be:

A. To render professional services as attorneys duly licensed to practice law in the State of Florida, but such professional services shall be rendered only through officers, employees and agents of this professional corporation who are duly licensed under the Laws of the State of Florida and who comply with the Integration Rule and By-Laws of the Florida Bar as promulgated by the Supreme Court of Florida.

B. To invest the funds of this corporation in real estate, mortgages, stocks, bonds or any other type of investments, and to own real and personal property necessary for the rendering of such professional services.

C. To do anything necessary and proper for the accomplishment or furtherance of any of the purposes or objects of this corporation enumerated in these Articles of Incorporation, or any amendment thereof, necessary or incidental to the protection and benefit of this corporation; and in general, either alone or in association with other corporations, firms or individuals, to carry on any lawful pursuit necessary or incidental to the accomplishment or furtherance of such purposes or objects of this corporation.

D. It is intended that this corporation may conduct and transact any business lawfully authorized and not prohibited by Chapter 621, Florida Statutes, as the same may be from time to time amended.

ARTICLE III - CAPITAL STOCK

A. The maximum number of shares of capital stock that this corporation is authorized to issue and have outstanding at any one time is Five Thousand (5,000) shares of common stock having a par value of One Dollar (\$1.00) per share.

B. All or any portion of the capital stock may be issued in payment for real or personal property, services, or

any other right or thing having a value, in the judgment of the Board of Directors, at least equivalent to the full value of the stock so to be issued as hereinabove set forth, and when so issued shall become and be fully paid and non-assessable, the same as though paid for in cash; and the Directors shall be the sole judges of the value of any property, right or thing acquired in exchange for capital stock, and their judgment of such value shall be conclusive.

C. Notwithstanding the foregoing, the corporation shall have the right to increase its capital stock either with or without par value, and to provide in the event of such increase the designations, preferences, voting powers or restrictions, or qualifications of voting powers, of such additional stock, in an amendment to its Certificate of Incorporation.

ARTICLE IV - INITIAL CAPITAL

The amount of capital with which this corporation shall begin business is not less than Five Hundred Dollars (\$500.00).

ARTICLE V - TERM OF EXISTENCE

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VI - ADDRESS OF CORPORATION

The initial street address of the principal office of this corporation in the State of Florida will be 401 East Robinson Street, Orlando, Florida. The Board of Directors shall

have the power to establish branch offices, and to move the principal office to any other address in Florida.

ARTICLE VII - BOARD OF DIRECTORS

A. The initial number of Directors of this corporation shall be four.

B. The number of Directors may be increased or diminished from time to time by By-Laws adopted by the stockholders, but shall never be less than three.

C. Any Director may be removed from office by a majority of the stock entitled to vote thereon at any annual or special meeting of the stockholders, for any cause deemed sufficient by such stockholders.

D. In case one or more vacancies shall occur in the Board of Directors by reason of death, resignation or otherwise, the vacancies shall be filled by the stockholders at their next annual meeting or at a special meeting called for the purpose of filling such vacancies.

ARTICLE VIII - INITIAL DIRECTORS AND OFFICERS

The names and street addresses of the initial members of the Board of Directors and officers, each to hold office for the first year of existence of this corporation or until their successors are elected or appointed and have qualified are:

<u>Name</u>	<u>Street Address</u>	<u>Office</u>
J. Charles Gray	401 East Robinson Street Orlando, Florida	President and Director
Richard H. Adams, Jr.	Lake Howell Road Winter Park, Florida	Vice President, Assis tant Treasurer and Director
Gordon H. Harris	316 Fernwood Street Orlando, Florida	Vice President, Assis tant Secretary and Director
Richard M. Robinson	2013 Yorkshire Drive Winter Park, Florida	Treasurer, Secretary and Director

ARTICLE IX - SUBSCRIBERS TO ARTICLES

The following are the names and street addresses of the subscribers to these Articles of Incorporation, each of whom is an attorney duly licensed to practice law in the State of Florida:

<u>Name</u>	<u>Street Address</u>
J. Charles Gray	401 East Robinson Orlando, Florida
Richard H. Adams, Jr.	Lake Howell Road Winter Park, Florida
Gordon H. Harris	316 Fernwood Street Orlando, Florida
Richard M. Robinson	2013 Yorkshire Drive Winter Park, Florida

ARTICLE X - STOCKHOLDERS

Shares of this corporation's capital stock shall be issued only to individuals who are duly licensed to practice law as attorneys in the State of Florida. No stockholder of this corporation may sell or transfer his shares of stock therein

except to another individual who is eligible to be a stockholder of this corporation. No stockholder of this corporation shall enter into a voting trust agreement or any other type of agreement vesting in another person the authority to exercise the voting power of any or all of his shares.

ARTICLE XI - CONTRACTS

No contract or other transaction between this corporation and any other corporation shall be affected by the fact that any Director of this corporation is interested in, or is a Director or officer of, such other corporation, and any Director, individually or jointly, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested; and no contract or other transaction of this corporation with any person, firm or corporation shall be affected by the fact that any Director of this corporation is a party in any way connected with such person, firm or corporation. Any Director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with this corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested, provided that the fact that any contract or other transaction with this corporation is for the benefit of himself or such firm, association or corporation in which he may be interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof.

ARTICLE XII - BY-LAWS

The stockholders of this corporation shall have the sole power to establish, enact, alter or repeal By-Laws for the management of this corporation, and the duties of the officers of this corporation shall be prescribed by such By-Laws. In addition, such By-Laws may include, by unanimous decision of all the stockholders, any regulatory or restrictive provisions regarding the sale, transfer, or other disposition of any of the outstanding shares of stock of this corporation by any of its stockholders, or in the event of the death of any of its stockholders.

ARTICLE XIII- ADDITIONAL CORPORATE POWERS

In furtherance, and not in limitation of the general powers conferred by the Laws of the State of Florida and of the purposes and objects hereinabove stated, this corporation shall have all and singular the following powers:

A. To become associated, by joint venture arrangement or otherwise, with any person, firm or corporation to carry on any professional activity which this corporation has the direct or incidental authority to pursue.

B. At its option, to purchase and acquire any or all of its shares owned and held by any such stockholder as should desire to sell, transfer, or otherwise dispose of his shares, or any or all of its shares owned and held by a stockholder who dies, all in accordance with the By-Laws

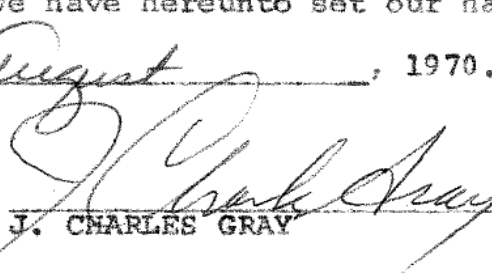
adopted by the stockholders of this corporation or any agreement between the stockholders and the corporation setting forth the terms and conditions of such purchase; provided, however, the capital of this corporation cannot be impaired thereby.

C. To enter into, for the benefit of its employees, deferred compensation plans, as follows: (1) a pension plan, (2) a profit-sharing plan, (3) a thrift and savings plan, or (4) other retirement or incentive compensation plans; provided that none of the foregoing plans shall permit compensation of non-lawyer personnel to be based on a percentage of profits.

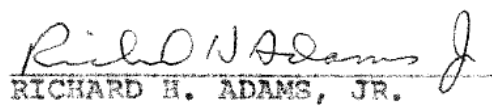
ARTICLE XIV - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a majority of the shares of stock entitled to vote thereon, unless all the Directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 28th day of August, 1970.

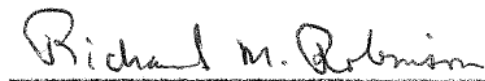

J. CHARLES GRAY

(SEAL)


RICHARD H. ADAMS, JR.

(SEAL)


GORDON H. HARRIS (SEAL)


RICHARD M. ROBINSON (SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared,
J. CHARLES GRAY, RICHARD H. ADAMS, JR., GORDON H. HARRIS and
RICHARD M. ROBINSON, known to me to be the individuals described
in and who executed the foregoing Articles of Incorporation, and
they acknowledged that they subscribed the said instrument for
the uses and purposes set forth therein.

WITNESS my hand and official seal in the County and
State last aforesaid, this 30 day of August,
1970.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1971
Bonded By American Fire & Casualty Co.

602357

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

File 1st

Office Use Only



500023823775

Name
Change
Amend

11/10/03--01020--024 **43.75

RECEIVED
03 NOV 10 AM 11:32
DIVISION OF CORPORATION

FILED
03 NOV 10 PM 2:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
11/10/03

GRAYHARRIS
ATTORNEYS AT LAW

GRAY, HARRIS & ROBINSON

SUITE 600
301 SOUTH BRONOUGH ST. (C
P.O. BOX 11189
TALLAHASSEE, FLORIDA 3230
TFL 850-222-7717
TEL 850-577-9090
FAX 850-222-3494
FAX 850-577-3311
WEB grayharris.com

November 10, 2003

E-MAIL ADDRESS

Division of Corporations
George Firestone Building
409 East Gaines Street
Tallahassee, FL 32301

Via Hand Delivery

To Whom It May Concern:

Enclosed for filing, please find **ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION**, along with a check in the amount of **\$43.75** for the applicable filing fees and a certified copy for the following entity:

GrayRobinson, P.A.
Document Number: 602357

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 222-7717, when the document is ready. Please file **first** the **ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION** before filing the **FICTITIOUS NAME REGISTRATION**. Thank you for your assistance in this matter.

Very truly yours,



Debbie Frost
Office Administrator

/dyf
Enclosures

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GRAY, HARRIS & ROBINSON, P.A.**

FILED
03 NOV 10 PM 2:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, Byrd F. Marshall, Jr., President of GRAY, HARRIS & ROBINSON, P.A., a Florida corporation (the "Corporation"), for and on behalf of the Corporation, hereby executes these Articles of Amendment to the Articles of Incorporation of the Corporation:

ARTICLE FIRST: ARTICLE I of the existing Articles of Incorporation is hereby amended by deleting the existing ARTICLE I in its entirety and restating it as follows:

"ARTICLE I - NAME

The name of this corporation is GrayRobinson, P.A."

ARTICLE SECOND: These Articles of Amendment to the Articles of Incorporation shall become effective upon filing with the Florida Department of State.

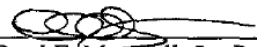
ARTICLE THIRD: The foregoing amendment to the Articles of Incorporation reflected in Article First above was duly adopted and approved by both the Board of Directors and the shareholders of the Corporation on October 20, 2003, and the number of votes cast for the amendment was sufficient for approval.

These Articles of Amendment to the Articles of Incorporation were duly adopted in accordance with Sections 607.1003 and 607.1006 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment
the Articles of Incorporation to be duly executed by its President this _____ day of November
2003.

GRAY, HARRIS & ROBINSON, P.A.,
a Florida corporation

By:


Byrd F. Marshall, Jr., President

b. A letter from a corporate officer listing the members of staff that are authorized signatories for the firm.

GRAY ROBINSON
ATTORNEYS AT LAW

MEMORANDUM OF AUTHORITY

GRAYROBINSON, P.A.

The undersigned officers of GrayRobinson, P.A., do hereby certify that the following named person is a duly appointed representative of GrayRobinson, P.A., holding the office set forth opposite his name below, and is qualified and authorized to act in such capacity and to submit, sign and deliver responses to the Request For Proposal for **Town of Bay Harbor Islands** to which this Authorization Certificate relates (the "RFP"), and related documentation and information, on behalf of GrayRobinson, P.A. The following signature written opposite such individual's name is such individual's genuine signature:

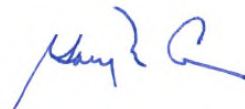
Name

Office

Signature

Gary Carman

Shareholder



The undersigned corporate officer of GrayRobinson, P.A., hereby further certifies that attached hereto as Exhibit A is a true, complete and correct copy of Resolutions adopted by the Board of Directors of GrayRobinson, P.A. authorizing the submission, execution and delivery of its response to the RFP, and as of the date hereof, no corporate action has been taken to further amend, modify or repeal such Resolutions, the same being in full force and effect in the attached form as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Authority effective as of the 12th day of June, 2020.

GRAYROBINSON, P.A.,
a Florida professional association



Dean Cannon
President

And,



Michael E. Neukamm
Director, Treasurer

c. A copy of a resolution listing the members of staff as authorized signatories for the firm and;

Exhibit A

Authorizing Resolutions
Adopted by the Board of Directors of
GrayRobinson, P.A.

(see attached)

**RESOLUTIONS OF GRAYROBINSON, P.A.
ADOPTED AT A BOARD OF DIRECTORS MEETING
JANUARY 14, 2019**

WHEREAS, GrayRobinson, P.A., a Florida professional association (the “Company”) periodically receives requests for proposal, requests for qualifications, and/or requests for information from municipalities, governmental agencies, quasi-governmental agencies, governmental authorities, nonprofit organizations, for-profit businesses, and other organizations (with each referred to herein, collectively with any process or activity related thereto, as an “RFP”); and

WHEREAS, the Company’s Board of Directors desires to clarify and confirm the manner in which the Company’s representatives are authorized to respond to, submit, execute, deliver and otherwise deal with and/or engage in an RFP.

NOW THEREFORE, BE IT RESOLVED, that each of the Company’s President, Vice President, Treasurer, Secretary and Assistant Treasurer (each an “Authorized Officer”), be and each of them hereby is authorized and directed, by and on behalf of the Company, to respond to, submit, execute, deliver and otherwise deal with, engage in and/or approve an RFP and to cause the Company to perform its obligations thereunder, and further, to execute and deliver any and all other instruments, agreements, certificates or other documents that may be required from time to time in connection therewith. The signature of any Authorized Officer on any of the foregoing shall be conclusive evidence as to the approval thereof (and all of the terms and provisions therein) on behalf of the Company.

FURTHER RESOLVED, that any two (2) Authorized Officers, acting together, be and are hereby authorized and directed, by and on behalf of the Company, to designate in writing an attorney or consultant of the Company (any person so designated, an “Authorized Representative”) to respond to, submit, execute, deliver and otherwise deal with, engage in and/or approve an RFP and to cause the Company to perform its obligations thereunder, and further, to execute and deliver any and all other instruments, agreements, certificates or other documents that may be required from time to time in connection therewith. The signature of any two (2) Authorized Officers on a Certificate of Authorization, Incumbency Certificate, Certificate of Designation, or similar certificate that identifies and designates an Authorized Representative shall be conclusive evidence as to the designation of the Company’s authority to such Authorized Representative in connection with the RFP designated therein, and further, the signature of any Authorized Representative on any document, agreement, instrument or certificate delivered in connection with responding to, submitting, executing, delivering and otherwise dealing with and/or engaging in such RFP shall be conclusive evidence as to the approval thereof (and all of the terms and provisions therein) on behalf of the Company.

FURTHER RESOLVED, that any Authorized Officer or Authorized Representative, be, and each hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company (and if requested or required, under its corporate seal duly attested by an officer of the Company) as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions (expressly including without limitation, to cause the Company to remit or pay any fees or costs related thereto).

FURTHER RESOLVED, that in connection with preceding resolutions, any Authorized Officer or Authorized Representative shall be, and hereby is, authorized and directed to furnish to any interested person or entity a copy of the foregoing resolutions, to certify the same and to certify that the provisions of the foregoing resolutions are in conformity with the Articles of Incorporation and Bylaws of the Company and that said resolutions remain in full force and effect.

FURTHER RESOLVED, that the authority given hereunder shall be deemed retroactive, to the extent necessary, in order to carry these resolutions into effect, and in that event, acts performed prior to the adoption of these resolutions but which are necessary or advisable for the carrying of these resolutions into effect, are hereby ratified, confirmed, adopted and approved.

#18579204 v1

H. FORMS AND ATTACHMENTS

Please find the required forms on the pages following.

a. Enclosed forms

DELIVER TO:
Town of Bay Harbor Islands
Office of the Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**REQUEST FOR PROPOSALS
SECTION 5
RESPONDENT SUBMITTAL
FORMS**

**OPENING: September 17, 2020
AT 3:00 P.M.**

NOTE: Town of Bay Harbor Islands is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Issued by: **Office of the Town Clerk**

Date Issued:
**September 17th, 2020
before at 3:00 p.m.**

This Qualification Submittal
Consists of all required forms,
Acknowledgements and Affidavits

Submissions are subject to the Terms and Conditions of this Request for Proposals and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the Town Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

RFQ No. BHI 207

PROFESSIONAL LEGAL SERVICES

Firm Name : GrayRobinson, P.A.

Commodity Code(s):

8111 (legal services)

**RETURN ONE ORIGINAL, FOUR COPIES AND ONE USB OR CD ELECTRONIC COPY OF
QUALIFICATION SUBMITTAL PAGES AND AFFIDAVITS**



b. Respondent must complete, sign as required, and submit the Addenda and all forms in the following Section 6 as part of its submittal, and;

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: GrayRobinson, P.A.

AUTHORIZED SIGNATURE: _____

DATE: 9/15/20

TITLE OF OFFICER: Shareholder

**RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES**

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firm agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

GrayRobinson, P.A.

Street Address:

333 S.E. 2nd Ave., Suite 3200, Miami, Florida 33131

Mailing Address (if different):

Telephone No. 305-416-6880

Fax No. 305-416-6887

Email Address: gary.carman@gray-robinson.com FEIN No. 59-1300132

**By signing this document the Responder agrees to all Terms*

Signature:

(Signature of authorized agent)

Print Name: Gary Carman

Title: Shareholder

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.

GrayRobinson maintains insurance coverage and limits as evidenced by current certificates of coverage found on the following pages. Upon award of work to GrayRobinson, custom certificate holder documents will be provided to The Town of Bay Harbor Islands.

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DESCRIPTIONS (Continued from Page 1)

per form "General Liability Extension Endorsement", form CNA74879XX(1-15).

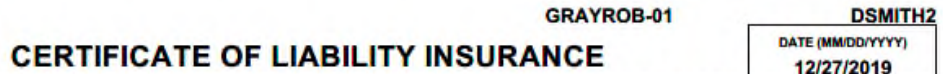
Additional Insured - Primary and Non-Contributory status is granted with respects to General Liability if required by written contract per form "General Liability Extension Endorsement", form CNA74879XX(1-15).

Additional Insured status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Business Auto Coverage Form", form #CA0001 10/13.

Waiver of Subrogation status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Waiver of Transfer Rights of Recovery", form #CA0444 03/10.

Waiver of Subrogation status is granted with respects to Workers Compensation if required by written contract per form "Waiver of Our Rights to Recover From Others Endorsement" form #WC000313.

Umbrella is Follow Form providing excess liability over General Liability, Automobile Liability, and Employer's Liability limits shown.



PRODUCER Hub International Florida 1560 Orange Avenue, Suite 750 Winter Park, FL 32789	CONTACT NAME: Dawn Knight	
	PHONE (A/C, No, Ext): (407) 893-3875	FAX (A/C, No):
	E-MAIL ADDRESS: dawn.knight@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Endurance American Specialty Insurance Company	41718
INSURED GrayRobinson, P.A. 301 E Pine Street, #1400 Orlando, FL 32801	INSURER B : Aspen American Insurance Company	43460
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SIR: \$750,000 Claim, \$1,500,000 Agg Retention -Endurance American Specialty Insurance, 12/21/19-20, NAICS #41718, Policy # LPL10010845602. // \$10M Limit
 xs \$10M: Aspen American Insurance, 12/21/19-20, NAICS #23647, Policy # LX00EYG19. // \$5M Limit xs \$20M: Landmark American Insurance, 12/21/19-20,
 NAICS #33138, Policy # LHZ779920. // \$5M Limit xs \$25M: Endurance American Specialty Insurance, 12/21/19-20, NAICS #41718, Policy # LPX10010846202. // \$10M Limit
 xs \$30M: QBE Insurance Company, 12/21/19-20, NAICS #39217, Policy # QPL0015445.

GrayRobinson, P.A. | 43

APPENDIX 1: BASIS OF COMPENSATION

Proposer shall submit a Proposal for compensation, which should include, the following: a monthly retainer fee, an hourly rate for specialized services and/or a combination of monthly retainer / hourly rate. The firm must outline the following compensation fees with their response:

Firm must include their monthly retainer/fixed fee cap for general services with an explanation of what it covers.

Plus hourly fees for special matters, litigation or specialized services. The hourly rate quoted shall include all salary and compensation, and all overhead expenses, profits and other employee costs including but not limited to clerical and word processing expenses. Proposers must indicate what costs and expenses they proposed to bill in addition to the hourly rate, and the basis for the charges for such expenses, e.g. the basis for any internal reproduction charges.

GrayRobinson proposes a monthly retainer fee/fixed cap of \$7,500.00. This fee covers an estimated 200 hours of general legal work per month, including travel to any Town meetings.

Set forth are the hourly rates for each team member for any special matters, litigation, and/or specialized services.

ATTORNEY	STANDARD HOURLY RATE	DISCOUNTED HOURLY RATE
Gary Carman, Lead	\$560.00	\$325.00
Jorge Espinosa	\$550.00	\$500.00
Julia Mandell	\$425.00	\$315.00
Stephanie Marchman	\$400.00	\$295.00
Elio Martinez	\$500.00	\$450.00
Anastasia Protopapadakis	\$450.00	\$315.00
Marlene Quintana	\$475.00	\$315.00
Gary Resnick	\$450.00	\$350.00
Mark Weinberg	\$475.00	\$300.00
Richard Danese	\$350.00	\$250.00
Joseph Salzverg	\$400.00	\$250.00

In the past, we have successfully employed each of the following alternative fee arrangements and are willing to do so again if the Town wishes. Alternative fee arrangements we have utilized include:

- **VOLUME DISCOUNTS:** an agreed upon discount on the standard billing rate in return for a specified volume of work.
- **PROMPT PAY DISCOUNTS:** an agreed upon discount for bills paid within a set time period.
- **FLAT FEES:** a flat fee for a discrete piece of work.
- **CAPPED FEES:** fees are billed on an hourly basis but may not exceed a specified cap for the matter.
- **FIXED FEES:** a pre-negotiated fee to handle all of our work in a particular subject area for a defined period of time.
- **FEE BRACKETS:** a minimum and maximum attorney fee amount is set at the outset of the matter, exclusive of costs and expenses, for all work performed through completion of the matter. Attorney fees are billed on an hourly basis up to the minimum fee amount. Once the minimum fee amount is reached, the difference between the minimum and maximum fee amount will be paid to the provider.
- **OUTCOME-DEPENDENT PERCENTAGES:** placing a portion of the fee at risk and ultimately paying different percentages of the at-risk fee depending on the outcome of the matter.
- **PERFORMANCE-BASED BONUSES:** discounted hourly rates with the ability to receive a bonus if a favorable outcome is achieved.

Our Chief Financial Officer, Ivy Rhinehart, is available to The Town of Bay Harbor Islands to discuss alternative, creative fee arrangements.

APPENDIX 2: TEAM BIOGRAPHIES

Gary M. Carman

Florida Bar # 179409

Shareholder

gary.carman@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887

Direct: 305-913-0357

3838 Tamiami Trail North

Suite 410

Naples, Florida 34103

Phone: 239-598-3601

Fax: 239-598-3164



Experience

Gary is a shareholder of GrayRobinson and practices out of our Miami, Naples and Tallahassee offices and has been a practicing attorney since 1974. He is AV rated by *Martindale-Hubbell* and a lifetime Fellow of the American Bar Association. He is an experienced litigator in sophisticated commercial litigation. He practices in all federal and state courts, handling complex business litigation, bank related litigation, intellectual property and commercial disputes and media law. He has represented numerous corporations in business disputes including medical practitioner's in the negotiation of health care contracts and terminations. He has negotiated acquisitions and divorces of hospital-based physician practices. Gary also handles Stark related matters, representing physicians in credentialing disputes as well as disciplinary and other matters relating to hospital privileges. He is an excellent listener, providing competent advice, guidance and preventive and creative ideas to avoid litigation. He is an aggressive advocate while tempered by the concerns of the client, both from a business perspective as well as an expense side. During his career, he has handled defamation lawsuits, advised media outlets in various business and licensing issues, disputes and processes. He enjoys working together with clients helping them reach their goals while availing himself of all current laws and opinions. He is an avid follower of the news, reads numerous newspapers and political media and he is familiar with government in the Sunshine and The Florida Records Act. He has served as a special counsel for municipalities and CRA bodies advising them on current projects.

Areas of Practice

- Banking & Finance
- Bankruptcy & Creditors' Rights Law
- Health Care
- Litigation
- Media & First Amendment Law
- Labor & Employment
- Environmental & Sustainability Law
- COVID-19 Task Force
- Corporate

Education

- **Florida State University, B.S.** (1971)
- **University of Miami School of Law, J.D.** (1974)

Admissions

- U.S. Court of Appeal, 5th Circuit
- U.S. Court of Appeals, 11th Circuit
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida

Professional Associations & Memberships

- Dade County Bar Association
 - Courthouse Committee, 2019 - present
- The Florida Bar
 - Health Care Committee
 - Senior Lawyers Committee
 - Member, Litigation Section
- District of Columbia Bar Association
- American Bar Association
 - Lifetime Fellow
- New York State Bar
- Legal Services of Miami
 - Former Board Member

- ALTA
- President's Council of the University of Miami
- 11th Judicial Circuit Grievance Committee
 - Former Member

Civic

- Miami-Dade Chamber of Commerce
- University of Miami School of Law Alumni Association
 - Past President
- City of Miami Zoning Board
 - Former Member
- Miami Coalition
- Greater Miami Chamber of Commerce
- Miami-Dade Courts

Awards & Recognitions

- AV Preeminent™, *Martindale Hubbell*

Jorge Espinosa

Florida Bar # 779032

Shareholder

jorge.espinosa@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887

Direct: 305-913-0386



Experience

Jorge is a shareholder in the Miami office, focusing his practice on domestic and international protection of trademarks, patents, copyrights, trade secrets and related agreements. He litigates complex intellectual property cases throughout the country and conducts enforcement proceedings internationally. He works with clients to develop both short term and long term strategies focused to achieve their goals whether these goals involve the strategic growth of an intellectual property portfolio or the aggressive protection of an existing portfolio. He works extensively with foreign counsel to develop international intellectual property strategies for clients. He has substantial experience serving as local counsel for firms seeking to enforce their client's rights in South Florida and Latin America. He works with Customs and Border Protection to address border seizures and border protection.

Areas of Practice

- Intellectual Property & Technology
- Trademark
- Patent
- International
- Trade Secret, Noncompete and Unfair Competition

Education

- **Florida International University, B.A., (1982)**
- **University of Miami School of Law, J.D. (1988)**

Admissions

- Florida (1988)
- U.S. District Court, Southern and Middle District of Florida, 1992, 1998
- U.S. Court of Federal Claims, 1993
- U.S. Court of Appeals, Federal Circuit, 1994, Eleventh Circuit, 1997
- Court of International Trade, 1997
- U.S. Supreme Court, 1997

Certifications

- Florida Bar
 - Board Certified in Intellectual Property Law

Professional Associations & Memberships

- Florida Bar
 - Intellectual Property Subcommittee
 - International Law Section
- Miami-Dade County Bar Association
- Cuban American Bar Association
- International Trademark Association

Awards & Recognitions

- AV Preeminent™ rated by *Martindale-Hubbell*
- *Best Lawyers in America*, 2005-2011
 - Intellectual Property Law, 2007-2011
- Florida *Super Lawyers*, 2006-2020
- *Florida Trend*, Legal Elite, 2009-2010
- *South Florida Legal Guide*
 - Top Lawyers in South Florida, 2007-2011
 - Top Lawyers by Practice Area-Intellectual Property, 2007
- World Trademark Review, 1000 Best International Trademark Service Providers

Articles & Publications

- “Intellectual Property under a Donald Trump Presidency”, Law360.com

Presentations & Seminars

- “Comparison of U.S. and French Intellectual Property Law,” France Florida Forum, Paris, France
- “Cross Border IP Issues,” Canadian Apparel Federation, Montreal, Canada
- “Intellectual Property Issues in Bankruptcy,” Federal Bar Association
- “Intellectual Property Basics,” The Florida Bar, Young Lawyers Division
- “Old Songs for the New Depression: Counterfeiting and the Gray Market in the New Economy,” Miami-Dade County Bar, Intellectual Property Section
- “Cuba: Technology and IP Negotiations,” United States Southern Military Command

Languages

- Spanish

Julia C. Mandell

Florida Bar # 81442

Shareholder

julia.mandell@gray-robinson.com

401 East Jackson Street

Suite 2700

Tampa, Florida 33602

Phone: 813-273-5000

Fax: 813-273-5145



Experience

As the former Tampa City Attorney, Julia is an experienced local government lawyer, specializing in land use, development and general municipal law. She brings more than 20 years of in house and private practice experience to assist clients in regulatory and public policy matters at the local and state level, including the drafting and enforcement of regulations and interacting with governmental agencies, officers and decision making boards and councils. In addition, Julia has been involved in a variety of litigation matters and contract bid disputes.

Board certified by The Florida Bar in City, County, and Local Government Law, Julia counsels clients on land use, zoning, permitting, real estate, environmental, eminent domain, entitlement, telecommunication and litigation associated within these areas. She also handles procurement, RFPs, contract negotiations with government agencies and public infrastructure projects.

Julia has experience in both the private and public sector, having served for more than a decade with the Tampa City Attorney's Office, the last three years as the City Attorney, as an assistant county attorney for Hillsborough County, and in private practice representing government and business clients in a myriad of legal issues relating to real estate and land use, environmental, bankruptcy and real property litigation.

Julia is a sought out thought leader, who works to translate bureaucracy into meaningful action. She has handled litigation matters including constitutional matters, personal injury and property claims, appellate cases, complex business disputes and collections and foreclosure matters.

Areas of Practice

- Environmental & Sustainability Law
- Litigation
- Government

- Real Estate
- Land Use Law
- COVID-19 Task Force

Background

Julia is a third generation Floridian. She was born in Miami Beach and grew up in the Aventura area. She graduated from North Miami Beach Sr. High in 1988. Following in the family footsteps of her mother and father, she attended the University of Florida, receiving her bachelor's degree with high honors in political science in 1992. Julia then received her J.D. from the University of Florida in 1995, serving on the Journal of Law and Public Policy. After graduation from law school, Julia moved to Tampa. Julia now lives in the up and coming Tampa Heights neighborhood with her two children, Morgan and James.

Education

- **University of Florida, B.A. *high honors*** (1992)
- **University of Florida College of Law, J.D.** (1995)

Admissions

- Florida
- U.S. Court of Appeals, 11th Circuit
- U.S. District Court, Middle District of Florida

Professional Associations & Memberships

- The Florida Bar
 - Board Certified in City, County and Local Government Law
- Mayor Jane Castor, Advisory Team
 - Development Services and Support, Chair

Awards & Recognitions

- *Florida Trend's* "Legal Elite," 2008, 2010-2016

Presentations & Seminars

- Speaker, "Land Use Law," CLE International, August 2015
- Speaker, "Zoning and Land Use in Florida," Lorman Educational Services, November 2004
- Speaker, "Advanced Zoning and Land Use in Florida," Lorman Educational Services, June 2004

Stephanie M. Marchman

Florida Bar # 854301

Shareholder

stephanie.marchman@gray-robinson.com

720 S.W. 2nd Avenue

Suite 106

Gainesville, Florida 32601

Phone: 352-376-6400

Fax: 352-376-6484

Direct: 352-283-1522

401 East Jackson Street

Suite 2700

Tampa, Florida 33602

Phone: 813-273-5000

Fax: 813-273-5145



Experience

Stephanie is a shareholder in GrayRobinson's Gainesville and Tampa offices representing private and public sector employers in the areas of labor and employment law, civil litigation and government law.

After earning her undergraduate and law degrees with honors from the University of Florida, Stephanie served as law clerk to the Honorable William Terrell Hodges in the United States District Court for the Middle District of Florida. Following her clerkship, she practiced with a boutique labor and employment firm in Tampa and then served as an Assistant City Attorney for the City of Gainesville for over a decade.

Stephanie is a member of The Florida Bar Board of Governors, the governing body for Florida's 100,000+ lawyers, Past President of the Eighth Judicial Circuit Bar Association and North Central Florida Chapter of the Federal Bar Association, and Past Chair of The Florida Bar's Federal Court Practice Committee.

Areas of Practice

- Labor & Employment
- Litigation
- Government
- Appellate
- Trade Secret, Noncompete and Unfair Competition

Background

Stephanie was born in Dunedin, Florida, grew up in the Tampa area, and moved to Gainesville to attend the University of Florida. She has lived in Gainesville for 20 years and is married to Brian K. Marchman, Ph.D., Assistant Provost and Director of Distance and Continuing Education at the University of Florida. They are proud parents of two children, Marina and Landon.

Education

- **University of Florida, B.A.** political science (*with honors*, 1999)
- **University of Florida, B.S.** finance (*with honors*, 1999)
 - University of Florida Hall of Fame
 - University of Florida Outstanding Graduating Female Leader
- **University of Florida Levin College of Law, J.D.** (*magna cum laude*, 2004)
 - Center for Governmental Responsibility Public Service Fellow
 - Center on Children and Families Fellow
 - Family Law Certificate
 - Intern to The Honorable Barbara J. Pariente, Supreme Court of Florida
 - Journal of Law and Public Policy

Admissions

- Florida, 2004
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeals, 11th Circuit
- U.S. Supreme Court

Professional Associations & Memberships

- The Florida Bar
 - Board of Governors, Eighth Judicial Circuit Representative, 2017 – present
 - Legislation Committee
 - Program Evaluation Committee
 - Review Committee on Professional Ethics
 - Board Liaison to City, County and Local Government Section Executive Council
 - Board Liaison to Constitutional Judiciary Committee
 - Board Liaison to Federal Court Practice Committee
 - First District Court of Appeal JNC Screening Committee Chair

- Constitutional Judiciary Committee, Member, 2016 - 2017
- Eighth Judicial Circuit Grievance Committee "A", Chair, 2016
- Federal Court Practice Committee, Chair, 2015 – 2016
- Labor and Employment Law Section, Member, 2006 – present
- City, County and Local Government Law Section, Member, 2006 – present
- Eighth Judicial Circuit Bar Association
 - President, 2016 – 2017
 - Board Member, 2013 – 2018
 - Leadership Roundtable – The Eighth Judicial Circuit's Annual Diversity Conference, Chair, 2014 – 2018
- North Central Florida Chapter of the Federal Bar Association, President, 2008 – 2009
- Gerald T. Bennett American Inn of Court, Board Member, 2014 – 2017
- James C. Adkins, Jr. American Inn of Court, Member, 2007 – 2009
- E-Discovery Working Group, Middle District of Florida, Member, 2009
- Society for Human Resource Management, Member, 2007 – present

Awards & Recognitions

- *Florida Trend's* "Legal Elite," Government / Non-Profit Attorney, 2016
- Eighth Judicial Circuit Bar Association President's Award, 2016, 2018
- City Attorney's Office Employee of the Year, 2014
- North Central Florida Chapter of the Federal Bar Association
 - Chapter Service Award, 2012
 - Chapter Activity Presidential Citation for "A Toast to Judge Hodges", 2013
 - Featured Contributor for the Federal Bar Association's First National Women in the Law Conference, 2014
- Boys & Girls Club of the Big Bend Exceptional Volunteer Service Award, 2001
- University of Florida Outstanding Graduating Female Leader, 1999
- University of Florida Hall of Fame, 1999

Civic

- Guardian ad Litem Volunteer, 2000 – 2001, 2003 – 2006, 2018 – present
- Justice Teaching Volunteer, 2006 – present
- UF Innovate | The Hub Advisory Board, 2018 – present
- University of Florida Law Center Association Board of Trustees, 2018 – present
- Gainesville Women's Forum, 2019 – present

Presentations & Seminars

- "CARES Act Guidance from Local Experts," Greater Gainesville Chamber webinar, April 17, 2020
- "PERC- Jurisdiction & Pre-hearing Process", The Florida Bar "Practicing Before State Labor and Employment Agencies" Seminar, March 2020
- "People, Purpose, & Passion: Examining Diversity & Inclusion Panel", University of Florida Inspiring Women Leaders Conference, March 2020
- "Is Arbitration Arbitrary? You Decide", GrayRobinson's Labor and Employment Seminar, November 2019
- "Social Media Policies for Public Employers", Florida Educational Negotiators Meeting, October 2019
- "Labor Impasse Hearings", Florida Municipal Attorneys Association 38th Annual Seminar, July 2019
- "Employee Speech in the Era of Presidential Tweets", Gainesville-Alachua County Employment Seminar, June 2019
- "Abuse Awareness and Prevention", Harden Seminar, May 2019
- "Best Practices in Conducting Police Misconduct Investigations", Government Operations and Liability Committee of the ABA Section of State and Local Government Law Hot Topics Presentation, March 2019
- "The #MeToo Movement and The Bar", Marion County Bar Association Luncheon, February 2019
- "Public Employees Relations Act", 19th Labor and Employment Law Annual Update and Certification Review, January 2019
- "Employment Matters for Startups", UF|Innovate - Sid Martin Incubator, January 2019
- "Affirmative Action Training", City of Gainesville, November 2018
- "What the Bar Should Know About #MeToo", Marion County Bar Association Luncheon, February 2019
- "Public Employee Relations Act", 19th Labor and Employment Law Annual Update and Certification Review, January 2019
- "What Public Employers Should Do in the Wake of #MeToo", The Florida Bar's 44th Annual Public Employment Labor Relations Forum, October 2018
- "What Employers Should Do in the Wake of #MeToo", #MeToo Sexual Harassment Avoidance Seminar, July 2018
- "Conducting Effective Sexual Harassment Investigations in the Wake of the #MeToo Movement", Gainesville-Alachua County Employment Seminar, June 2018
- Co-presenter, "Conducting Effective Internal Investigations", GrayRobinson 21st Annual Employment Law Seminar, Orlando, April 2018
- "Constitutional Revision Commission", Chiefland Rotary, Alachua League of Women Voters, Ocala Chamber of Commerce, Alachua County Citizens Academy, Spring 2018
- "Citizen Involvement in The Florida Bar", Gainesville Rotary, December 2017
- "Labor Arbitrations from the City's Perspective", Public Employment Labor Relations Forum, October 2017
- "Labor Arbitration Basics", Florida Municipal Attorneys Association Annual Conference, July 2017
- "Criminal Background Checks & Second Chances", Gainesville-Alachua County Employment Seminar, June 2017
- "Public Employment Law", The Florida Bar's Basic Employment Law Seminar, April 2017

- Panelist, “Careers and Internships in Public Service”, University of Florida, January 2017
- Panelist, “Women in the Legal Profession”, University of Florida Levin College of Law, October 2016
- Introduction and/or Moderator, Leadership Roundtable, Spring 2014 to 2019
- Panelist, Eighth Judicial Circuit Bar Association and Josiah T. Walls Bar Association Law & Justice Youth Conference, February 2016 and 2015
- “Law Practice in Context”, University of Florida Law School Orientation, August 2014, 2015 and 2016
- “How to Avoid Being Front and Center in a Public Records Lawsuit”, January 2015
- Introduction, Federal Judicial Roundtable at the Florida Bar Convention, June 2014
- Panelist, “Public Sectors Careers”, University of Florida Levin College of Law, January 2014
- Panelist, “Balancing Work and Life”, University of Florida Levin College of Law, October 2013
- “Hot Topics: Considerations When the City Faces Public Records Litigation”, Florida Municipal Attorneys Association Annual Conference, July 2013
- Internal Affairs Process Supervisory Training, Gainesville Police Department, October 2011
- “Firefighters’ & Police Officers’ Bill of Rights”, Florida Municipal Attorneys Association Conference, July 2011
- “Fair Labor Standards Act”, Gainesville-Alachua County Employment Seminar, October 2010
- Underage Drinking Ordinance Training, Gainesville Police Department, February 2009
- Public Records Training for City of Gainesville Employees, April 2009
- Panhandling Ordinance Training, Gainesville Police Department, June 2007

Elio F. Martinez, Jr.

Florida Bar # 501158

Shareholder

elio.martinez@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887

Direct: 305-913-0381

99 M St. SE

Suite 725

Washington, DC 20003

Phone: 202-546-1761

Fax: 202-546-6480



Experience

Elio is a shareholder in the Miami office, focusing his practice on intellectual property litigation, specifically infringement of trademarks, patents and copyrights, as well as protection of trade secrets. He also has extensive experience in commercial litigation and financial services litigation. He has represented lenders in multi-million dollar litigation and work-out of complex troubled loans, and securities brokers in FINRA arbitration hearings. In addition to his trial experience, he has argued numerous appeals.

For more than 30 years, Elio has been litigating matters of trademark counterfeiting, trademark infringement, copyright infringement, patent infringement and trade secret misappropriation. His intellectual property experience also extends to helping clients, owners of world renown trademarks, develop and implement anti-piracy efforts in the United States and abroad. His clients have included many of the best-known brands in the world, as well small businesses seeking to develop and protect their intellectual property.

Elio regularly represents clients in international arbitration proceedings. His fluency in Spanish, coupled with his international background and understanding of the customs and procedures throughout the Americas, provides these clients with a heightened degree of comfort and support when confronting difficult issues and situations. He is also an arbitrator with the American Arbitration Association.

Areas of Practice

- Alternative Dispute Resolution
- Securities Litigation, Arbitration & Regulatory Practice
- International
- Litigation
- Trademark
- Intellectual Property & Technology
- Trade Secret, Noncompete and Unfair Competition
- Class Action Defense Law

Background

Elio has shared his in-depth experience with law students as an adjunct professor of Intellectual Property Law. He has also lectured on matters such as trade secret protection and the effective use of expert witnesses in intellectual property litigation. He has published numerous articles for the American Bar Association and the South Florida Daily Business Review on such subjects as Intellectual Property, Law Firm Management and Mentoring of Younger Attorneys.

Elio has been a speaker before the American Bar Association, the Defense Research Institute and the International Association of Defense Counsel on such topics as ethics, trade secrets, and the use of experts in intellectual property cases.

Education

- **Fordham College, B.A.** (*summa cum laude*, 1982)
 - Phi Beta Kappa
 - In Cursu Honorum
- New York University School of Law, J.D. (1985)

Admissions

- Florida
- District of Columbia
- U.S. District Courts for the Southern and Middle Districts of Florida
- U.S. Court of Appeals for the Eleventh Judicial Circuit
- U.S. Supreme Court

Professional Associations & Memberships

- New York University Alumni Association
 - Vice President

- New York University Law Alumni Association
 - Board Member
- Fordham University Alumni Association, Miami Chapter
 - President
- International Association of Defense Counsel
 - Member
- Defense Research Institute
 - Intellectual Property Litigation Committee
- International Trademark Association
 - Member

Civic

- Casablanca Academy
 - Board Member

Reported Cases

- *Ultra Prods. V. Antec, Inc.*, 2009 U.S. Dist. LEXIS 97498 (M.D. Fla. 2005)
- *Musselman v. Blue Cross & Blue Shield of Ala.*, 2013 U.S. Dist. LEXIS 117828/2013 WL 4496509 (S.D. Fla. 2013)
- *Alpha Tech. USA Corp. v. Northern Dairy Equip., Ltd.*, 2018 U.S. Dist. LEXIS 9328/2018 WL 501598 (M.D. Fla. 2018)
- *Pincus v. Speedpay, Inc.*, 741 Fed. Appx. 720 (11th Cir. 2018)
- *Pincus v. Speedpay, Inc.*, 161 F. Supp. 3d 1150 (S.D. Fla. 2015)

Articles & Publications

- USPTO's Aggressive Policy on Attorney Fees Questioned (Daily Business Review, Sept. 10, 2018)
- New Vegas Hockey Team Battles On After Trademark Denial (Daily Business Review, January 1, 2017)

Awards & Recognitions

- AV Preeminent™ rated by *Martindale-Hubbell*
- Florida *Super Lawyers*, 2015-2020
- *South Florida Legal Guide*, Top Attorney Corporate and Business, 2015-2020

Languages

- Spanish

Anastasia Protopapadakis

Florida Bar # 51426

Shareholder

anastasia.protopapadakis@gray-robinson.com

401 East Las Olas Blvd.

Suite 1000

Fort Lauderdale, Florida 33301

Phone: 954-761-8111

Fax: 954-761-8112

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

P 305-416-6880

F 305-416-6887

D 305-913-6786



Notable Representation

- School Board of Broward County, Outside Litigation Counsel
- Florida League of Cities, Former Outside Litigation Counsel
- *McDaniel v. Sheriff of Palm Beach County, Fla.*, 491 Fed.Appx. 981 (11th Cir. 2012) (affirming summary judgment to government and the district court's imposition of procedural and monetary sanctions on Plaintiff); Case No.: 10-81082-CIV, 2011 WL 6372788 (S.D. Fla., Dec. 20, 2011).
- *Harrington v. City of Key West, Florida*, 2009 WL 1788406 (S.D. Fla. June 23, 2009) (order granting summary judgment in favor of municipality in section 1983 case).
- *Abella v. Simon*, 49 So. 3d 1276 (3d DCA 2010) (per curiam affirmation of summary judgment in favor of defendant in defamation case).
- *Kessler v. Monroe*, 995 So. 2d 505 (3d DCA 2008) (per curiam affirmation of summary judgment in favor of county in employment case).

Awards & Recognitions

- Florida *Super Lawyers*, Rising Star, 2016-2018
- AV Preeminent™ rated by *Martindale-Hubbell*
- *Brickell Magazine*, "Top 20 Professionals Under Forty," 2015

Experience

Anastasia is a shareholder in GrayRobinson's Fort Lauderdale and Miami law firm offices and practices in the areas of local government/municipal defense, commercial litigation, civil rights law, employment law, and ADA/Title III defense. Anastasia has state and federal court experience in both the trial and appellate court levels. She is admitted to practice before the U.S. Appellate Court for the 11th Circuit; U.S. District Courts for the Southern, Middle, and Northern Districts of Florida; and all Florida trial and appellate courts. She is also admitted to practice in the District of Columbia.

For the first five years of her career, Anastasia's practice concentrated solely on municipal defense, defending cities and other municipalities in litigation matters in state, federal and appellate courts. She has defended numerous employment litigation matters, assault and battery cases, defamation cases, section 1981 and 1983 cases, trip/slip and fall cases, eminent domain and inverse condemnation cases and other general tort matters for municipalities. Anastasia has since expanded her practice to the private sector where she defends these same litigation matters for corporate clients. Anastasia also assists many corporate clients through the garnishment process, both in answering writs of garnishment and collecting on judgments through the writ of garnishment process.

Regarding her experience representing school districts, Anastasia currently represents the School Board of Broward County ("the SBBC") in both state and federal court. She also represents the SBBC in administrative matters both before the board and the Division of Administrative Hearing in matters regarding suspension and dismissal of personnel, as well as in appellate matters. In this capacity, she has defended negligence claims, including claims for negligent hiring, retention, and supervision; sexual assault claims; employment discrimination claims; IDEA claims, including claims for a denial of FAPE and requests for accommodation; ADA claims; battery claims; sunshine requests claims; as well as other general litigation/tort matters. She is also part of the District's SBBC's defense team for the Marjorie Stoneman Douglas tragedy.

Regarding her employment litigation experience, Anastasia has defended cases with allegations of race, age, gender, sex, pregnancy, religious and disability discrimination, harassment and/or retaliation claims brought under Title VII and/or the Florida Civil Rights Act, the Americans with Disabilities Act, the Family and Medical Leave Act and federal and state "whistleblower" statutes. She has also defended wage and hour claims brought under the Fair Labor Standards Act, including collective actions and retaliation.

Regarding her experience in defending ADA cases, she has defended corporate and public entities from both Title II and Title III claims. These cases include claims regarding barriers to physical access to physical locations by disabled individuals as well as claims regarding the accessibility of websites and mobile applications to visually impaired and hearing impaired individuals. Anastasia has written several articles regarding website accessibility and has been quoted on the subject by the *Wall Street Journal*.

Practice Areas

- Litigation
- Government
- Labor & Employment
- ADA Defense

- Trade Secret, Noncompete, and Unfair Competition
- Civil Rights Law
- Class Action Defense Law
- Funeral and Cemetery Law
- Religious Organizations
- COVID-19 Task Force

Background

Anastasia was born and raised in South Florida. She graduated *summa cum laude* from the University of Florida in 2004 with a bachelor of science in advertising. In 2007, Anastasia earned her juris doctor from the University of Florida's Levin College of Law. While in law school, she worked as a certified legal intern for the 8th Judicial Circuit State Attorney's Office, prosecuting domestic violence cases. She also served on the University of Florida's Law Alumni Council and was the head student recruiter for the University of Florida Levin College of Law's Student Recruitment Team. Anastasia currently serves as a member of the University of Florida Levin College of Law Alumni Matching Program, which connects newly admitted students to law school alumni and remains active in student recruitment through this program.

Education

- **University of Florida, B.S.** (*summa cum laude*, 2004)
- **University of Florida College of Law, J.D.** (2007)

Languages

- Fluent in Greek
- Conversational Spanish

Admissions

- Florida
- District of Columbia
- U.S. District Court, Northern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeal, 11th Circuit

Professional Associations & Memberships

- The Florida Bar
- Broward County Bar Association
- The District of Columbia Bar

- Leadership Council on Legal Diversity
 - Fellow, 2018

Civic

- Leadership Broward, Class of XXXIV
 - Government and Education Day, Co-Chair, 2016
- American Heart Association South Florida Go Red For Women
 - Young Professionals Group, Chair, 2016
 - Executive Leadership Committee, 2014-2016
- Urban League of Broward County
 - Executive Planning Committee, 2016

Articles & Publications

- "Phased Re-Opening of Hospitality In Florida," *Southern Beverage Journal*, Florida Edition, June 2020
- "A New Variation of the ADA Accessibility Lawsuit That Specifically Targets Hotels and Other Places of Lodging," *Employment Law Alliance Newsletter*, March 2018
- "Accessibility of Places of Public Accommodation Act: An Answer To Our ADA Prayers, or Buyer Beware?" *The Checkoff*, August 2017
- "New ADA Lawsuits Target Businesses," *Inside Counsel*, December 2016
- Co-Author, "Avoiding Litigation: Is Your Website Accessible to Visually, Hearing Impaired?" *Daily Business Review*, October 2016
- "Litigator, Meet Lion: A Miami Lawyer's Travel Adventures Online," *Daily Business Review*, August 2016

Media Mentions

- "Lawsuits Surge Over Websites' Access for the Blind," *The Wall Street Journal*, February 2019
- "Businesses 'Sitting Ducks' for Lawsuits Because Websites Aren't ADA Compliant," WFLA-TV, February 2019
- "ADA Lawsuits Targeting Hotels' Websites For Not Disclosing How Accessible They Are," *Miami Herald*, January 2019
- "Got Access for People with Disabilities Covered? Don't Forget your Website," *The Guardian*, November 2018
- "Florida's Serial ADA Lawsuits: Long Overdue or 'Legal Extortion'," *Daily Business Review*, November 2018
- "Are Floridians Wasting Billions on Litigation? A New Report Says Yes." *Daily Business Review*, October 2018
- "Most Business Websites are Sitting Ducks for ADA Suits, Experts Say," *South Florida Sun-Sentinel*, July 2018
- "Where In The World Is Anastasia Protopapadakis?" *Super Lawyers*, June 2017

- "Judge Backs Making Consumer Websites Accessible to Blind," *Wall Street Journal*, June 2017
- "Companies Face Lawsuits Over Website Accessibility for Blind Users," *The Wall Street Journal*, November 2016
- "Business Websites Battle Litigation Over ADA Compliance," *Tampa Bay Business Journal*, October 2016

Presentations & Seminars

- "Have You Googled It? Website Accessibility under Title II and Title III of the ADA," The Florida Bar, Labor & Employment Section, CLE Webcast, November 20, 2019
- Florida Festivals & Events Association (FFEA) 25th Annual Convention and Tradeshow, August 21, 2019

Marlene Quintana, B.C.S.

Florida Bar # 88358

Shareholder

Statewide Recruiting Director

marlene.quintana@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887

Direct: 305-416-6977



Experience

Marlene Quintana is board certified in Labor & Employment Law by The Florida Bar and represents private and public sector employers in both labor and employment law matters. Marlene has litigated and advised clients in federal civil rights issues (e.g., Title VII, Americans With Disabilities Act, Age Discrimination in Employment Act and Sections 1981-1985) and other federal and state employment matters such as the Family and Medical Leave Act, the Fair Labor Standards Act and the federal and state whistleblower statutes. Marlene also has experience defending clients in federal and state court cases arising under the First and Fourteenth amendments and 42 U.S.C. Section 1983.

Marlene has proven herself to be an effective mediator, having mediated hundreds of federal and state court cases. She is a certified civil circuit mediator and certified in the U.S. District Courts for the Southern and Middle Districts of Florida.

Marlene's lobbying experience includes providing government relations counseling to a diverse group of clients that include nonprofit advocacy organizations and national corporations. Marlene has developed effective legislative strategies, built coalitions and effectively organized grassroots communications.

Not only is Marlene recognized as an extremely effective labor and employment attorney and mediator, but she has given countless hours to advancing causes important to her local community. More than a decade ago she launched the Cuban American Bar Association's (CABA) first mentoring program and later served as President of CABA in 2008. Marlene also chaired the Eleventh Judicial Nominating Commission. Currently, she serves as President of Miami Bridge Youth and Family Services, an organization she has supported in varying capacities for a number of years, including serving as the chair of the organization's annual gala.

Marlene has received numerous accolades for her achievements, including Hispanic Woman of Distinction, the Cuban American Bar Association Presidential Award, named to *HispanicBusiness*' 50 *Influentials* List, the Diversity Council's Most Powerful and Influential Woman Award for Florida as well as being named a top lawyer by *Chambers USA*, *Best Lawyers in America*, *South Florida Legal Guide*, *Florida Trend* and *Super Lawyers*.

Areas of Practice

- Alternative Dispute Resolution
- Cannabis Industry
- COVID-19 Task Force
- Government
- Insurance Defense
- Labor & Employment
- OSHA
- Trade Secret, Noncompete and Unfair Competition
- Government Affairs & Lobbying

Education

- **University of Miami, B.S.**, communications (*cum laude*, 1993)
- **University of Miami School of Law, J.D.** (*cum laude*, 1996)
 - Order of the Coif
 - *InterAmerican Law Review*, Associate Editor, 1995-1996
 - Iron Arrow Honor Society
- Silver Knight Honorable Mention General Scholarship, 1990
- St. Brendan High School Valedictorian, 1990

Admissions

- Florida
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. Court of Appeals, 11th Circuit

Professional Associations & Memberships

- Certified Circuit Civil Mediator
- The Florida Bar
 - Board Certified in Labor and Employment Law
 - Labor and Employment Law Section, Member
 - Executive Council, 2012-2014; 2014-2016
 - Certification Committee, 2004-2010
 - Grievance Committee, Section 11-E, 2015-2018
 - Federal Court Practice Committee, 2010-2013
 - Board of Legal Specialization and Education, 2011-2017

- Annual Convention Committee, 2009-2010
- Board of Governors, Ex-Officio Member, 2006-2008
- Cuban American Bar Association
 - President, 2008; Vice President. 2005-2007
 - Board Member, 2003-2009; Secretary, 2004
- Latin Builders Association
- Dade County Bar Association
- Florida Association for Women Lawyers
- Academy of Florida Management Attorneys, Member
- Judicial Nominating Commission, 11th Circuit, 2008-2012
 - Chair, 2011-2012
 - Vice Chair, 2010-2011
- United States District Court, Southern District of Florida
 - Certified Mediator
 - Ad Hoc Committee on Attorney Admissions, Peer Review, and Attorney Grievance, 2009-2010
 - Ad Hoc Committee on Rules and Procedures
 - Florida's Hispanic Heritage Month Committee
- Federal Magistrate Judge Merit Selection Panel, Member, 2012
- Leadership Council on Legal Diversity, Fellow, 2013

Awards & Recognitions

- AV Preeminent™ rated by *Martindale-Hubbell*
- *Chambers USA*, Labor & Employment, 2015-2020
- *Best Lawyers in America*, 2016-2020
 - Lawyer of the Year, Employment Law – Management, 2019
- *Florida Super Lawyers*, 2007-2020
 - Top 50 Women *Florida Super Lawyers*, 2010-2011
- *Florida Trend*, Legal Elite, 2007-2012, 2015, 2018-2019
- *South Florida Legal Guide*, Top Lawyers, 2013-2018, 2020
- Big Brothers Big Sisters of Miami, "Miracle Maker," 2017
- *Daily Business Review*, 2017 Top 10 Women in Law
- *Miami Herald*, Top Rated Lawyers, South Florida's Legal Leaders, 2015
- *HispanicBusiness*, 50 Influentials List, 2014
- The Florida Diversity Council, Florida's Most Powerful & Influential Woman Award, 2014

- Cuban American Bar Association
 - Presidential Award, 2015
 - "Power of One" Mentoring Award, 2013
- *South Florida Legal Guide*, Up and Comer, 2006-2012
- Cystic Fibrosis Foundation, Outstanding Lawyers of Miami-Dade County, 40 Under 40, 2010
- Florida Association for Women Lawyers, Leader in the Law Award, 2010
- University of Miami School of Law Alumni Leadership Award, 2008
- *Miami Herald*, 20 Successful Professionals under 40

Civic

- Hispanic Woman of Distinction, 2010
- University of Miami School of Law Alumni Association, Director
- Miami Bridge, Board of Directors and Gala Chair
 - President, 2016-present
- Cuban American Bar Association Pro Bono Project, Member, Board of Directors
- March of Dimes Walk America, Member, Steering Committee, 2003-2005
- Amigos for Kids Host Committee, 2002-2007
- Leadership Florida, Class XXVIII
- United Way Women's Leadership Council

Presentations & Seminars

- Co-Chair, The Florida Bar's 19th Labor and Employment Law Annual Update and Certification Review, January 17-18, 2019, Orlando, Florida
- Co-Chair, The Florida Bar's 17th Labor and Employment Law Annual Update and Certification Review, January 26-27, 2017, Kissimmee, Florida
- Co-Chair, 16th Labor and Employment Law Annual Update and Certification Review CLE Program, The Florida Bar, January 28-29, 2016
- "Preparing For & Mediating Employment Cases," Fall Conference, Florida National Employment Lawyers Association, St. Petersburg, Florida, September 4-5, 2015
- "Recent Litigation Trends Under the FLSA", Advanced Labor Topics 2015, The Florida Bar Labor and Employment Section, Sarasota, Florida, May 29-30, 2015
- "Ethics: Pro Bono," 2015 Bench & Bar Conference, February 20, 2015
- "Recent Litigation Trends in Regular Rate of Pay, Bonuses, Commissions and Overtime, and the Latest Claims Arising from the Fair Minimum Wage Act and Tipped Employees Under the FLSA," American Conference Institute, January 29– 30, 2015
- Panel Speaker, "Effective Client Communications," Mediation Panel, University of Miami School of Law, September 25, 2014

- "The Art & Science of Leadership," Florida Diversity and Leadership Conference, Orlando, Florida, April 3, 2014
- Moderator, "The Mediator's Toolbox," The Florida Bar Continuing Legal Education and Labor and Employment Law Section's seminar Navigating the World of ADR, Hollywood, Florida, March 13-14, 2014
- "Best Strategies for Handling Fair Labor Standards Act Litigation by the Plaintiff and the Defendant," Advanced Labor Topics 2012, The Florida Bar Labor and Employment Section, April 13-14, 2012
- "The Search for Qualified Candidates for the Miami-Dade Judiciary," The Judicial Nominating Commission Process, Dade County Bar Association, March 2, 2011
- "Managing Our Most Important Resource: Our Employees," Vila & Son Leaders Forum, July 10, 2009
- "Diversity", Diversity Summit, Dade County Bar Association, March 27, 2009
- *Labor Laws Are Changing, Are You Ready?*, Latin Builders Association Legislative Committee Breakfast Series, Miami, Florida, March 26, 2009
- "Keep Them Coming Back for More: How to Expand Established Client Relationships," Hispanic National Bar Association Midyear Conference, Miami, Florida, March 6, 2009
- "Employment Discrimination Update," Florida Bar Labor and Employment Section, "Say It Right" seminar, Key Biscayne, Florida, September 28, 2007
- "Whistleblowers in the Local Government Setting," 30th Annual Local Government Law in Florida seminar, Bonita Springs, Florida, May 2007
- "Evaluating Discrimination and Termination Lawsuits," Minority Corporate Counsel Association conference, Chicago, Illinois, March 18, 2005
- "Ethics in Employment Law," ABA Section of Labor and Employment Law Midyear Meeting, Key Biscayne, Florida, March 10, 2005

Languages

- Fluent in Spanish

Gary I. Resnick

Florida Bar # 54119

Shareholder

gary.resnick@gray-robinson.com

401 East Las Olas Blvd.

Suite 1000

Fort Lauderdale, Florida 33301

Phone: 954-761-8111

Fax: 954-761-8112



Experience

Gary was born in Newark, New Jersey. After receiving his bachelor's from Bucknell University, Gary attended Rutgers University School of Law, where he received his juris doctor with honors and was editor of *Rutgers Law Journal*. Prior to joining the firm, Gary was the director of law and public policy for MediaOne, one of the nation's largest cable and broadband companies, and was responsible for, among other things, its legal, regulatory, and Florida and federal government affairs programs.

Gary is a shareholder with the firm and concentrates his practice in the representation of local governments and private clients in government and regulatory affairs, communications and cable law, utilities, charter schools and use of rights-of-way.

Areas of Practice

- Communications, Broadband & New Media Law
- Land Use Law
- Cannabis Industry
- Religious Organizations
- Utilities
- Education
- Higher Education
- Real Estate
- Government
- Government Affairs & Lobbying
- COVID-19 Task Force

Education

- **Bucknell University, B.A.** (1982)
- **Rutgers University School of Law, J.D.** (*with honors*, 1985)
 - *Rutgers Law Journal*, Associate Editor, 1984-1985

Admissions

- Florida
- New Jersey
- Pennsylvania
- District of Columbia
- U.S. District Court, Middle District of Florida
- U.S. Court of Appeals, 6th Circuit
- U.S. Court of Appeals, 9th Circuit

Professional Associations & Memberships

- City of Wilton Manors, Florida
 - Mayor, 2008 - 2018
 - City Commissioner, 1998 - 2008, 2018 - Present
- American Red Cross, Broward County Chapter
 - Board of Directors, 2019
- Florida Department of Revenue
 - Communications Services Tax Working Group, Member, 2012 - 2013
- Broward League of Cities
 - President (2009 - 2010)
 - Treasurer
 - Board of Directors
 - Legislative Advocacy Committee, Chair
- Florida League of Cities
 - Board of Directors, 2003 - present
 - Executive Committee, 2009 - 2011
 - Technology Leadership Committee, Chair, 2013
- Florida League of Mayors
 - Board of Directors, 2009 - 2016
- Alzheimer's Family Center, Trustee
 - Vice President of the Board, 2001 - present
- Children's Home Society
 - Board of Directors

- Federal Communications Commission
 - Intergovernmental Advisory Committee, 2004 - 2016
 - Chair, 2014 - 2016
- National Association of Telecommunications Officers and Advisors
 - Board of Directors, 2005 - 2006
- National League of Cities
 - Board of Directors, 2018 - Present
 - Information Technology & Communications Committee
 - Chair, 2017 - 2018
 - Vice Chair, 2016 - 2017
 - Member, 2006 - present
- Florida Chapter of NATOA, Founding Member and President of the Board of Directors
- Multifamily Broadband Council, formerly known as Independent Multi-Family Communications Council
 - Board of Directors, 2009 - present
- The Golden Rule Foundation
 - Community Advisory Council
 - President
- Broward Days
 - Board of Directors, 2016

Awards & Recognitions

- *Best Lawyers in America*, 2020
 - Government Relations Practice, 2020
- National Association of Telecommunications Officers and Advisors (NATOA), Jane E. Lawton Commemorative Award, 2017
- Florida League of Cities, Home Rule Hero Award, 2016-2019
- *South Florida Legal Guide*, Top Attorney in South Florida, 2005-2006, 2008-2010
- National Association of Telecommunications Officers and Advisors, Ovation Award, 2012

Articles & Publications

- "Use of Public Rights-of-Way for Wireless Communications Infrastructure — A Game Changer," *Inside Towers*, December 2016
- "Pressure North Carolina to Change Discriminatory Law," *Sun Sentinel*, April 2016
- "Florida Communications Services Tax and the Digital Subscriber Line: To Tax or Not to Tax?," *The Florida Bar Journal*, April 2003
- "Before All Havoc Breaks Out: The Need for Local Governments to Regulate the Use of Their Rights-of-Way Under Florida's Communications Services Tax Simplification Law, The Agenda City, County & Local Government Law Section," *The Florida Bar Journal*, May 2001

- "Responding to a Cable Operator's Petition for Effective Competition: How One Community Succeeded in Fighting a Petition," *The Agenda*, Published by the City, County, and Local Government Law Section of The Florida Bar, 2004
- "Focusing on States: A Brave New World," *Journal of Municipal Telecommunications Policy*, Winter 2004

Presentations & Seminars

- U.S. Senate Testimony: Testified before the Senate Committee on Commerce, Science and Transportation at the hearing, "Rebuilding Infrastructure in America: Investing in Next Generation Broadband," March 13, 2018.
- U.S. Senate Testimony: Testified before the Senate Committee on Commerce, Science and Transportation at the hearing, "Investing in America's Broadband Infrastructure: Exploring Ways to Reduce Barriers to Deployment," May 3, 2017.
- U.S. Senate Testimony: Testified at the invitation of Senator John Thune, Chairman, and request of Senator William Nelson, Vice Chairman, at the U.S. Senate Committee on Commerce, Science, and Transportation hearing entitled "Removing Barriers to Wireless Broadband Deployment," October 7, 2015.
- "The 411 on 5G/Small Cell (State Law & FCC)," Florida League of Cities' 93rd Annual Conference, August 15-17, 2019
- "The 411 on 5G/Small Cell (State Law & FCC)," National Association of Telecommunications Officers and Advisors (NATOA) eNATOA Webinar, "Wireless Facilities Regulation: What's Left for Locals?," August 12, 2019
- "5G/Small Cell Update (State Law and FCC)," Florida Municipal Attorneys Association Seminar, July 11-13, 2019
- "Update on Florida and Federal Communications Law," The Broward County Bar Association, Government Section, April 2, 2019
- Panelist, Next Century 5G Webinar, April 12, 2018
- "Collocation of Wireless Telecommunications Devices on Utility Poles – The New Law," The Florida Bar Public Utilities Law Committee in collaboration with the Energy Bar Association, "Florida Electric, Renewable and Telecommunications Updates: the Interplay of Federal, State and Local Jurisdictions," Tampa, Florida, October 6, 2017
- "Telecom Update 2017," National Association of Telecommunications Officers and Advisors (NATOA), 2017 Annual Conference, Seattle, Washington, September 14, 2017
- "Attack Of Small Cell Facilities In The Rights Of Way," Florida League of Cities (FLC) Legislative Policy Committee Meeting, July 14, 2017
- "Attack of the Mini Cell Towers in Public Rights-of-Way," Florida Association of Counties Attorneys (FACA) CLE program, Florida Association of Counties (FAC) 2017 Annual Conference and Educational Exposition, Palm Beach, Florida, June 29, 2017
- "Understanding Communication Infrastructure Challenges," Florida League of Cities Legislative Conference, Orlando, FL, December 8, 2016
- "Practical Strategies for Overcoming Obstacles to Infrastructure Deployment," National Telecommunications Cooperative Association (NTCA–The Rural Broadband Association), 2016 Legal Seminar, Miami, FL, October 31, 2016

- "DAS & Small Cell Deployments: Perspectives From Local Government," Wireless Infrastructure Association (WIA) HetNet Expo, Houston, TX, October 26, 2016
- "Telecom Infrastructure: Competing for Access," National Association of Telecommunications Officers and Advisors (NATOA), 2016 Annual Conference, Austin, TX, September 22, 2016
- "Exclusive from Your Top City Officials: Wilton Manors, Oakland Park & Uptown Fort Lauderdale," Greater Fort Lauderdale Chamber of Commerce, September 29, 2016
- "Problem in the Rights of Way: Wireless Siting Concerns," National Association of Telecommunications Officers and Advisors' (NATOA) Webinar, June 21, 2016
- "Community Broadband: Broadband Legislative Update," 15th Anniversary Annual Broadband and PEG Conference, SouthEast Association of Telecommunications Officers & Advisors Conference (SEATOA), St. Augustine, FL, March 15, 2016
- "The Courts, The Hill and The FCC – A Year in Review and Setting the Stage for 2016," National Association of Telecommunications Officers And Advisors' (NATOA) Webinar, December 14, 2015
- "Update on Wireless Communications Facilities," Board of Directors Meeting, The Palm Beach County League of Cities, Inc., West Palm Beach, FL, October 28, 2015
- "Removing Barriers to Wireless Broadband Deployment," The Senate Committee on Commerce, Science and Transportation, Washington, D.C., October 7, 2015
- "The FCC's New Wireless-Service-Facility Rules," Florida Municipal Attorneys Association (FMAA) 34th Annual Seminar, Ft. Lauderdale, Florida, July 9-11, 2015
- "Information Technology and Communications (ITC) Policy and Advocacy Committee Meeting," National League of Cities Congressional City Conference, Washington, D.C., March 8, 2015
- "Charting Our Cities," Greater Fort Lauderdale Chamber of Commerce, Oakland Park Wilton Manors & Uptown Council Luncheon, October 2, 2014
- Panel speaker, "Florida's Model for Communications Regulations," Advanced Communications Law & Policy Institute Summit, New York City, January 15-17, 2014
- "The Courts, The Hill and The FCC – A Year in Review and Setting the Stage for 2014," National Association of Telecommunications Officers and Advisors Webinar, December 2, 2013
- "Implications of the IP Transition for Legal and Regulatory Policy," National Association of Telecommunications Officers and Advisors Annual Conference, Orlando, Florida, September 16, 2013
- "Communications Facilities in Rights of Way," National Association of Telecommunications Officers and Advisors Annual Convention, New Orleans, Louisiana, September 29, 2012
- "Legal Leaders," 2012 Broadband Communities Summit, Dallas, Texas, April 25, 2012
- "Legal Jobs in the Communications Field," University of Miami School of Law, March 5, 2012
- "Walkable Cities Enhancing Communities: Complete Streets Issues and Initiatives," The Broward Metropolitan Planning Organization Seminar, Fort Lauderdale, Florida, May 24, 2011
- Featured Speaker, 8th Annual Broadband Properties Summit, Dallas, Texas, April 28, 2011
- Featured Speaker, 7th Annual Broadband Properties Summit, Dallas, Texas, April 28, 2010

Civic

- Leadership Florida, Class XXXV

Mark S. Weinberg

Florida Bar # 24759

Shareholder

mark.weinberg@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887

3838 Tamiami Trail North

Suite 410

Naples, Florida 34103

Phone: 239-598-3601

Fax: 239-598-3164



Experience

Mark has extensive experience representing individual, corporate and banking clients in complex real estate transactions and commercial lending. He represents clients in the acquisition and disposal of residential and commercial real property, construction loans, commercial leasing and title insurance matters. He also represents developers and investors in their acquisition, development, financing, and disposal of residential and commercial projects throughout Florida. Mark also represents institutional banks and private lenders in commercial financing transactions, loan modifications, loan sale transactions, multi-lender transactions, workouts, forbearance agreements, deed in lieu of foreclosure transactions, short sales and foreclosure proceedings.

Areas of Practice

- Banking & Finance
- Real Estate

Background

Mark S. Weinberg was born in Miami, Florida. He received his B.A. degree in 1991 from Brandeis University in Waltham, Massachusetts. Mark received his J.D. from Whittier College School of Law in May 1994 and was admitted to the Florida Bar in October of that same year.

Representative Experience

- Representation of investment group in the acquisition of a multimillion dollar mortgage loan secured by a shopping center located in Broward County, Florida.
- Representation of investment group in the acquisition of \$7 million shopping center located in Broward County, Florida.
- Representation of institutional bank in the settlement of a foreclosure action of a \$40 million loan secured by a historic hotel in Miami-Dade County, Florida; negotiated and drafted settlement agreement and deed in lieu of foreclosure documents.
- Representation of various institutional banks in multimillion dollar financing transactions secured by commercial real estate and other assets which included drafting of all loan documentation.
- Representation of investment group in its sale of oceanfront land in Sunny Isles Beach for \$20 million and purchase money mortgage financing in the amount of \$13 million.
- Representation of borrowers and negotiation with lenders on loan transactions and modifications.
- Representation of institutional bank in a forbearance, loan modification and restructure of a \$40 million asset based loan.
- Representation of institutional bank in its purchase of a \$11 million commercial mortgage loan secured by a shopping center in Lee County, Florida.
- Representation of institutional bank in a deed in lieu of foreclosure transaction of a \$7.8 million loan secured by a newly constructed condominium project in Key West, Florida.
- Representation of developer that resulted in a settlement in which the lender waived its deficiency claim in exchange for a deed in lieu of foreclosure of a \$14.5 million construction loan secured by a newly constructed condominium project in Fort Lauderdale, Florida.
- Representation of receiver in commercial foreclosure actions throughout Florida.

Education

- **Brandeis University, B.A. (1991)**
 - Dean's List
 - Men's Varsity Tennis Team (Co-Captain)
- **Whittier College School of Law, J.D. (1994)**
 - *Whittier Law Review*

Admissions

- Florida

Professional Associations & Memberships

- The Florida Bar
 - Real Property, Probate and Trust Law Section

- Title Agent for several national title insurance underwriters, including Fidelity National Title Insurance Company, First American Title Insurance Company, Chicago Title Insurance Company and Old Republic National Title Insurance Company
- Florida Fiduciary Forum, Member

Reported Cases

- Case Note, Evans v. United States: *Public Officials Soliciting Campaign Contributions Beware*, 15:4 Whittier L. Rev. 1075 (1994).

Awards & Recognitions

- AV Preeminent, *Martindale-Hubbell*

Richard F. Danese

Florida Bar # 58458

Of Counsel

richard.danese@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887



Experience

Rick has been a member of The Florida Bar since 2008, when he joined GrayRobinson. Since joining the firm he has handled a wide variety of areas of complex commercial litigation, including banking and finance, securities, labor and employment, real estate, probate, bankruptcy litigation, condominium, landlord-tenant, defamation, and land use and municipality disputes.

Areas of Practice

- Banking & Finance
- Media & First Amendment Law
- Real Estate
- Government
- Litigation

Background

Rick was born and raised in Miami, Florida. Rick attended the University of Florida, where he received a bachelor's degree in science and business administration with a major in the computer and information sciences. Rick attended Florida International University College of Law. He has interned for in-house Counsel at Perry Ellis, International in their copyright and trademark department.

Education

- **University of Florida, B.S.B.A.** (computer and information sciences, 2004)
- **University of Seville** (Study Abroad — Seville, Spain, 2006)
- **Florida International University of Law, J.D.** (2008)

- Book Awards, Contracts and Bankruptcy
- Dean's List — 2006, 2007, and 2008

Admissions

- Florida
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida

Professional Associations & Memberships

- The Florida Bar
- Greater Miami Chamber of Commerce, Leadership Miami Program, 2012-2013
- Dade County Bar Association, Member
 - Community Service and Pro Bono Committee, Member
- American Bar Association, Member
- FIU Law Alumni Association
 - Board Member, 2016-2017
- Gator Club of Miami
 - President, 2019-Present
 - Board Member, 2017-2019

Civic

- United Way of Miami-Dade
 - Young Leaders

Joseph R. Salzverg

Florida Bar # 121670

Associate/Government Consultant

Miami/Tallahassee

joseph.salzverg@gray-robinson.com

333 S.E. 2nd Avenue

Suite 3200

Miami, Florida 33131

Phone: 305-416-6880

Fax: 305-416-6887

301 South Bronough Street

Suite 600

Tallahassee, Florida 32301

Phone: 850-577-9090

Fax: 850-577-3311



Experience

Joseph is a Miami native with several years of experience in Florida's political and public policy arenas. He has served as a campaign manager and political consultant to several members of the Miami-Dade Legislative Delegation dating back to the 2010 election cycle. He continues to enjoy very productive relationships with members of the delegation.

Joseph currently lobbies Florida's Legislative and Executive branches of government on issues including appropriations, food manufacturing and distribution, growth management and construction, health care, insurance, local government, regulated industries, and utilities.

He also represents clients before local governments on procurement, land use, and general government matters. Joseph has successfully represented clients before Miami-Dade County and its various agencies, as well as municipalities throughout Broward, Miami-Dade, Monroe, and Palm Beach Counties.

Notably, Joseph assists corporate and non-profit interests in market entrance strategies and community engagement initiatives throughout South Florida. During his representation, he has developed a market entrance and community network strategy for a Fortune 50 company that engages local government and non-profit partners. This strategy has become a national model for similar efforts.

While in law school, Joseph served as a Legislative Analyst on the Regulatory Affairs Committee in the Florida House of Representatives. During this time, he was responsible for researching, analyzing, and drafting proposed legislation related to banking and insurance regulation, business and professions regulation, and energy and utilities regulation. Subsequently, he was a law clerk with the City of Miami, Office of the City Attorney. In that capacity, he handled zoning, land use, municipal legislation, and general government matters.

Areas of Practice

- Administrative & Regulatory
- Government
- Government Affairs & Lobbying
- Land Use Law

Education

- **University of Miami, B.A.** Political Science and Business Administration (2010)
- **Florida State University College of Law, J.D.** (2015)
 - College of Law Cuban American Bar Association
 - Founder, 2012
 - President, 2012 - 2015
 - Jewish Law Student Association
 - Founder, 2012
 - Vice President, 2012 - 2015
 - Peer Advisor, Office of Student Affairs
 - The Justice Raoul G. Cantero, III Diversity Enhancement Scholarship, Recipient

Admissions

- Florida

Professional Associations & Memberships

- The Florida Bar
 - Governmental and Public Policy Advocacy Committee
- Cuban American Bar Association

Languages

- Proficient in Spanish

Awards & Recognitions

- "Lobbying Industry's Rising Star," *Influence Magazine*, 2016
- "30 Under 30 Rising Star," *Florida Politics*, 2014

Civic

- The WOW Center, Board Member, 2019-2020
- James Madison Institute, Leaders Fellowship, 2016-2017

Media Mentions

- "Downtown Development Authority to Seek Baywalk Funds," *Miami Today*, October 3, 2019
- "Downtown Tallies Legislative Wins but Worries About Vetoes," *Miami Today*, June 5, 2019
- "State Rep Provides Housing, Update," *Keys News*, May 9, 2018
- "Santa Fe College Looking to Expand Career Opportunities," WUFT TV/FM, February 14, 2018
- "Longboat Key Gains Exemption from State Utilities Bill," *YourObserver.com*, May 5, 2017
- "Florida LGBT Rights Push Reflects Changing Times," *Reuters*, May 2, 2017
- "Florida House Keeps Chipping Away at 'Liquor Wall,'" *Palm Beach Post*, March 14, 2017

Presentations & Seminars

- "Being a Lawyer in the Modern World," Florida State University College of Law, Cuban American Bar Association, February 18, 2020
- "2019 Florida Legislative Review," Fort Lauderdale Session Wrap Up, May 22, 2019
- "2019 Florida Legislative Review," Miami Session Wrap Up, May 21, 2019
- "Look-Back at 2018 Legislative Session; Look-Ahead to 2019," Florida Section Air & Waste Management Association 54th Annual Conference & Expo, Jupiter, Florida, October 24, 2018
- "2018 Florida Legislative Review," Miami Session Wrap Up, April 10, 2018



REQUEST FOR PROPOSALS NO. BHI-207 TOWN ATTORNEY - PROFESSIONAL LEGAL SERVICES

John Quick
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Miami, FL 33134
Office: (305) 854-0800
Email: jquick@wsh-law.com

September 17, 2020

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JOHN QUICK, PARTNER
jquick@wsh-law.com

September 17, 2020

Town of Bay Harbor Islands
Attention: Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: RFP NO. BHI 207 – Professional Legal Services

Dear Ms. Chang:

The law firm of Weiss Serota Helfman Cole + Bierman, P.L. (the “Firm”) is pleased to submit its proposal to provide Town Attorney services to the Town of Bay Harbor Islands (the “Town”). We are prepared to commit an experienced, hands-on team to provide strategic advice, around-the-clock responsiveness and cost-effective execution in all matters requested by the Town Council, Town Staff, Town Manager and Town Clerk.

We are ideally positioned to represent the Town because of the following:

Full service Government practice and industry know-how. There are few firms in Florida that can match our experience representing government and public entities, Commissioners, City/Town Managers, Mayors, and other quasi-governmental entities. Many municipalities throughout the State seek the benefit of our knowledge and experience. Our Firm currently serves as City Attorney to 19 municipalities across the State and acts as outside or special counsel to more than 80 public entities, including the Town of Bay Harbor Islands. We regularly represent government entities in all facets of local government law, including day-to-day operations, legislative matters, drafting contracts, resolutions and ordinances, civil litigation, labor and employment, pension laws, real estate, redevelopment, and assist the Police Department with any legal matters, among others.

Unrivalled expertise in Municipal Law. We understand that the Town is a multi-million dollar entity with employees, complex regulatory systems, and demanding stakeholders, namely, the residents and businesses within the community. Our municipal lawyers, many of whom have served as in house city or county attorneys, provide sound, top-level legal advice that is essential for the day-to-day function of municipalities. We stay abreast of the latest legislative and judicial developments in municipal law affecting our clients and provide value-added services such as training and continuing education to Commissioners, Board members and other elected officials on Sunshine Law and other public records laws.

Each lawyer in our Firm understands the legal framework within which elected and appointed officials must operate and because we ourselves act as general counsel for many of these public entities, we believe we can offer a professional support system and be an active resource to you and your staff.

We know Bay Harbor Islands. The Firm has represented the Town for a number of years as outside counsel on a variety of issues, including but not limited to labor, zoning, and infrastructure matters. We also have a long-standing relationship with the current Town Attorney, Frank Simone. The Firm is submitting its response in the event the Town wishes to employ someone other than Mr. Simone. Should the Town wish to retain Mr. Simone in his current role, the Firm is happy to discuss ways in which it can collaborate with Mr. Simone to provide additional services.

Dynamic and talented team. We believe in efficient staffing, with each lawyer being given principal responsibility for specific areas maximizing the use of their individual expertise and thus ensuring cost effectiveness. The team will be led by John Quick, who will serve as Town Attorney and manage the relationship with the Town. John has served as general or outside counsel to several municipalities and has served as general counsel to several other local government agencies in South Florida. John is based in the Firm's Miami office and will be available and readily accessible to the Town locally. Our team includes David Tolces, who is Florida Bar Board Certified in City, County and Local Government Law and has previously served as Town Attorney to Loxahatchee Groves, and, Assistant City Attorney for several municipalities in Broward and Palm Beach Counties. David serves or has served as general counsel to several other local governmental agencies across Florida.

The team will also include other members of the Firm who are well-versed in municipal law, including Brett Schneider, Chad Friedman, Edward Guedes, Jose Arango, and Chanae Wood. As you are aware, Brett has served as special counsel to the Town for labor and employment matters since 2007. The Firm has also served as outside counsel to the Town in other matters such as school concurrency and School Board ILA. Due to the depth and breadth of our team, we have the ability to call upon other members of our Firm as additional resources as needed.

As Town Attorney to the Town of Bay Harbor Islands, we work at the direction of the Mayor, Town Council, and Town Staff to pursue its objectives and work with administration to accomplish its objectives and mission. In order to accomplish these objectives, we are proposing a solid working dynamic built on open lines of communication, responsiveness, and appropriate staffing.

By maintaining a regular communication channel, including attending all regular and special meetings, we can ensure continued attention to matters in process, and responsiveness to urgent and emergent circumstances. The Council and the Staff will have constant direct and open access to our lead attorneys, which will be supported by regular coordination meetings. Additionally, management and department heads will have direct and open access to members of our expanded legal team with whom they will be working on specialized matters. This ensures that those closest to a given situation are timely equipped with the know-how, instruments, and decision-making capability to get the job done. We pride ourselves on excellent internal communication within our firm, which allows for a degree of coordination that is simply not possible with a variety of outside attorneys and/or firms.

Other confirmations. Lead attorney, John Quick is authorized to make representations for the Firm and authorized to negotiate terms, render binding decisions and commit the firm's resources. Partner, John Quick's business address is 2525 Ponce de Leon Blvd., Suite 700, Coral Gables, Florida 33134, and can be reached at 305-854-0800 or at jquick@wsh-law.com.

Weiss Serota Helfman Cole & Bierman, P.L. is the product of innovative thinking. In 1991, our founders saw a need in the South Florida legal market for a high-end, boutique firm dedicated to a small number of integrated practice areas. No other firm in Florida can match our experience counseling governments and representing private entities and individuals who do business with governmental entities at all levels of state and local government. Our 70 attorneys regularly

represent governments, elected officials, law enforcement personnel and public entities with an integrated array of professional services including commercial litigation, land-use and real estate law, construction law, telecommunications law, labor and employment law, and government relations, among others. The Firm has offices in Miami, Ft. Lauderdale, Boca Raton and Tampa. For more information, visit www.wsh-law.com.

We confirm we have no pending malpractice claims and/or ethics complaints against the Firm nor are we under review by the State Ethics Board.

As per the RFP, No. BHI-207, the Firm has malpractice insurance with Endurance American Specialty Insurance Company as the carrier and a \$3,000,000.00 limit.

We appreciate the Town's interest in considering our Firm and we look forward to a favorable review of this submittal and remain available to answer any questions you may have.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'John Quick', with a stylized, cursive script and a long horizontal line extending to the right.

John Quick

Project Approach and Understanding

Our approach. As Town Attorneys, we understand the complexities local governments face. We represent dozens of public sector clients, whether administratively or in litigation, along with our personal relationships with key decision-makers, gives us a unique insight that we can leverage to benefit all of our clients. Due to our long-history, we understand the objectives of the Town and accept the Scope of Services mentioned in the RFP.

We are dedicated to delivering top-quality service and cost-effective service. Our team has worked together on similar clients such as Bay Harbor Islands and we carefully staff each matter to minimize fees. Under our proposal, John Quick will serve as the Town Attorney with David Tolces as the Assistant Town Attorney. In addition, the Town will have access to any and all of the attorneys at the Firm. This approach should allow the Town to have a single firm representing it in virtually all of the legal work, thus, ensuring familiarity and consistency in all aspects of the legal department and thereby streamlining costs.

Qualification Information and Assigned Personnel



Partner

jquick@wsh-law.com

2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134
P: (305) 854-0800
F: (305) 854-2323

Practice Areas

- Affairs and Procurement Government
- Municipal Counsel
- Public Sector Land Use and Zoning
- Civilian Oversight and Law Enforcement
- Police Legal Advisement
- Accessibility and accommodations
- Administrative Proceedings
- Appellate
- Civil Rights and Torts
- Complex Commercial
- Constitutional Challenges
- Environmental and Regulatory Challenges
- Governmental Actions and Defense
- Labor and Employment Litigation
- Real Estate, Land Use and Zoning Disputes

Bar Admissions

- Florida, 2003
- U.S. District Court of the Middle District of Florida, 2004

John Quick

John Quick is an innovative and creative thinker who is both a local government attorney and a litigator. In his role as city attorney for municipal clients, John handles land use and zoning matters, statutory and code interpretation issues, ethics concerns, taxation and budget matters, special assessments, police and fire issues, disability accommodations, public development and historic preservation.

John's trial practice experience includes contract disputes, business torts, real estate and construction litigation, bankruptcy and other creditor's rights issues, maritime and aviation litigation, banking and secured transactions, and employment-related litigation before federal and state courts, as well as mediation and arbitration. John's appellate practice includes cases before the Florida Supreme Court, Florida's District Courts of Appeal, and United States Circuit Courts of Appeals. John also handles international litigation, involving the laws of multiple foreign jurisdictions.

John's insights as a former in-house corporate counsel for Royal Caribbean Cruises inform his current work. At Royal Caribbean, he represented the company's subsidiary brands in matters involving bankruptcy and creditor's rights, shipboard and land-based employment and labor defense, premises liability defense, privacy law, intellectual property, and international law. John partnered with Royal Caribbean's revenue and accounting departments to implement strategies and programs to capture and manage potential lost revenue.

Civically, John is a passionate advocate for enhanced community relations and improvement of our society and holds leadership positions in numerous organizations dedicated to those issues. He serves on the Miami-Dade County Commission's 2020 Census Task Force, is Chair of the Miami-Dade County Community Relations Board, and is President of the Parks Foundation of Miami-Dade.

John serves as Independent Counsel to the City of Miami Civilian Investigative Panel, which oversees civilian complaints against police officers. As one of only a few attorneys in Florida to serve as a civilian oversight practitioner, John was recognized as a Certified

- U.S. District Court, Southern District of Florida, 2004
- U.S. District Court for the Northern District of Florida, 2004
- U.S. Court of Appeals, 1st Circuit, 2004

Education

- Boston University School of Law, J.D., 2003
- University of California at Los Angeles, B.A., 2000

Certifications

- Certified Practitioner of Oversight, National Association for Civilian Oversight of Law Enforcement, 2019

Practitioner of Oversight by the National Association for Civilian Oversight of Law Enforcement. One of John's most significant litigation victories resulted in the Florida Supreme Court upholding the validity of civilian oversight of law enforcement in the face of a constitutional challenge. This unanimous decision freed local governments impacted by a previous adverse appellate decision to resume operation of civilian oversight agencies.

John is a Past President of the Friends of the Miami-Dade Public Library and in 2014 brought together community leaders to form the Coalition to Save Our Libraries. His efforts ultimately resulted in an increase of the annual library budget from \$30 million to \$54.4 million, putting an end to four years of budget reductions and marking a turnaround for the library system. Under John's leadership, the Coalition successfully increased the library's budget each year for a total increase of almost \$35 million, thus expanding the library's offerings.

John is a Past Chair of the Eleventh Judicial Circuit Historical Society and served on the Board of Trustees for HistoryMiami. John was also previously appointed by the Miami-Dade County Board of County Commissioners to serve on its Parks & Recreation Citizens' Advisory Committee and was appointed by the Village of Palmetto Bay to serve on its Charter Revision Committee. John was also instrumental in the Town of Cutler Bay's incorporation.

John has been quoted in the Huffington Post, Associated Press, Miami Herald and Sun Sentinel. He has appeared on NPR, Bloomberg Radio, Sirius XM, WPLG and WLRN.

John has also undertaken pro bono representation of individuals in criminal, probate and family law matters.

John's representative matters include:

- Successfully defended multiple Bert J. Harris Act claims on behalf of municipalities.
- Successfully defended a Miami-Dade municipality in an alleged First Amendment violation.
- Successfully defend the development of a large mixed use project in South Miami-Dade anchored by one of the largest retailers in the state.
- Successfully enforced the ownership rights of a large, multibuilding condominium association.

-
- Successfully defended multinational corporate manufacturer of breath-alcohol testing instruments used by Florida law enforcement against declaratory judgment action challenging corporation's ownership of intellectual property associated with the instruments.
 - Successfully represented a large bank in a series of multimillion dollar commercial foreclosures of hotel properties throughout the United States.
 - Successfully represented a large international shipping company in a \$5 million arbitration claim against a former shipping agent.
 - Successfully defended dozens of municipalities throughout Florida against a challenge to the home venue privilege.
 - Successfully prosecuted pension forfeiture matters against police and firefighters engaged in felonious behavior.
 - Successfully enforced contractual mining rights against both corporate defendant and environmental regulators.
 - Successfully asserted a constitutional challenge to a municipal ordinance precluding a private country club from fencing its property.
 - Successfully opposed a competitive bid challenge concerning a municipality's stormwater system.
 - Successfully defended a constitutional challenge to a municipal charter provision allowing for appointment of official to fill vacancy on elected body.
 - Successfully challenged a statewide ballot question as unconstitutional, invalidated an unconstitutional statute, and upheld the constitutional powers granted to various government officials.

Professional Associations and Memberships

- Miami-Dade County 2020 Census Task Force, 2019
- The Parks Foundation of Miami-Dade, President, 2018-present; Board of Trustees, 2017-present
- Miami-Dade County Community Relations Board, Chair, 2018-present; First Vice Chair, 2017-2018; Board Member, 2016-present
- Miami-Dade County Parks & Recreation Citizens' Advisory Committee, Member, 2015-2017
- Friends of the Miami-Dade Public Library, President, 2012-2014; Vice President, 2011-2012; Board of Trustees, 2009-2018

-
- Eleventh Judicial Circuit Historical Society, Chair, 2015-2016; Vice-Chair, 2014-2015; Secretary, 2014; Board of Trustees, 2011-2019
 - Village of Palmetto Bay Charter Review Committee, Member, 2015-2016
 - Miami-Dade County Mayor's Blue Ribbon Task Force for the Miami-Dade Public Library System, Member, 2013- 2014
 - HistoryMiami, Secretary, 2011-2014, 2015-2016; Treasurer, 2014-2015; Board of Trustees, 2009-2016; Education Chair, 2010-2014; Audit Chair, 2014-2016
 - Flagler Street Society, Chair, 2007-2009; Member, 2005-2009

Awards and Recognitions

- South Florida Legal Guide
 - Top Lawyer, 2019 – present
 - Top Up and Comer, 2015-2018
- Florida Super Lawyers, Rising Star, 2009-2011, 2014-2017
- South Florida Business & Wealth, Up and Comer Finalist, 2016 & 2017
- South Florida Legal Guide, Top Lawyers, 2016
- Sun Sentinel Top Workplace Professionals, 2016
- South Florida Business Journal, 40 Under 40, 2015
- Miami-Dade County League of Cities, President's Community Service Award, 2014
- Daily Business Review, Rising Stars 40 Under 40, 2014
- Florida Library Association, Friends, Foundations & Boards Outstanding Member Award, 2014
- Florida Trend's Legal Elite, Up and Comer, 2007-2010

Qualification Information and Assigned Personnel



Partner

dtolces@wsh-law.com

1200 N. Federal Highway
Suite 312
Boca Raton, Florida 33432
P: (561) 835-2111
F: (954) 764-7770

Practice Areas

- Code Enforcement
- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Community Redevelopment Agency (CRA)
- Ethics
- Public Sector Land Conveyances
- Special Governmental Districts
- Affordable Housing
- Public/Private Partnership (P3) Transactions
- Right-of-Way Creation and Expansion
- Special District
- Wireless and Telecommunications
- Construction Contract Drafting and Negotiation
- Business Organizations, Acquisitions and Conveyances

David N. Tolces

David Tolces represents public and private clients in governmental and real estate matters, including property redevelopment, wireless communication facilities, sign code issues, environmental matters, financing of workforce and affordable housing, landlord/tenant relations, and land use and zoning matters.

As a Florida Bar Board Certified lawyer in City, County and Local Government Law, David specializes in representing Community Redevelopment Agencies (CRAs) and public housing authorities. He currently serves as General Counsel for the Lake Worth Beach CRA and the Margate CRA. David also serves as General Counsel for the Broward County Housing Authority, the Deerfield Beach Housing Authority, the Dania Beach Housing Authority, and the Housing Authority of the City of Pompano Beach.

David's landlord/tenant experience includes drafting leases for commercial properties and multi-family apartment developments. He also prosecutes eviction matters on behalf of private and public landlords seeking possession of their leased properties. He has also handled eviction cases for commercial and residential properties.

David represents private clients in commercial and residential real estate transactions. As an authorized title agent, David drafts purchase and sale agreements and oversees the closing of the transaction and the issuance of title policies.

- Drafted legislation for the incorporation of the Town of Loxahatchee Groves, which was approved by the Florida Legislature and the Governor. The incorporation process included working with residents and the Supervisor of Elections to hold the Town's first election, and being retained as the first Town Attorney.
- Represented the Deerfield Beach Housing Authority and its development partner on the financing and rehabilitation of the 100-unit

- Corporate Affairs and Governance
- Accessibility and Accommodations
- Real Estate

Bar Admissions

- Florida, 1989

Education

- University of Florida Levin College of Law, J.D. 1989
- University of Texas at Austin, B.S. in Geological Sciences, 1986

Certifications

- Board Certified in City, County and Local Government Law by The Florida Bar

Palms of Deerfield Apartment complex as residences for the elderly and disabled. Coordinated the conversion of the property from “public housing” to “multi-family elderly and disabled housing.”

- Represented the Lake Worth Beach CRA in the development of requests for proposals for the sale and development of CRA-owned properties and to ensure compliance with the requirements of Chapter 163, Florida Statutes. As a result, the Lake Worth Beach CRA was able to convey several parcels of property in downtown Lake Worth Beach to willing developers, thus increasing assessed values for properties within the Community Redevelopment Area.
- Represented the Hillsboro Inlet District in preparing contracts for services including the reconstruction of the Inlet’s south jetty and acquisition and renovation of equipment.
- Drafted ordinances governing the installation of Small Wireless Communication Facilities in the public rights of way for various municipalities.
- Drafted ordinances to amend municipal sign codes to ensure compliance with *Reed v. Town of Gilbert*.
- Worked with municipalities to draft easements and agreements to provide for placement of public art and other public infrastructure.
- Served as outside counsel in connection with annexation work for the City of Naples many years ago when there was a petition filed to annex Pelican Bay, a large Planned Unit Development.

Professional Associations and Memberships

- Palm Beach County Bar Association, 1993
- Broward County Bar Association, 2003
- Housing and Development Law Institute, 2014

Qualification Information and Assigned Personnel



Brett J. Schneider

Brett Schneider is the Managing Director of the Palm Beach office and chair of the firm's Labor and Employment Division. As a Florida Bar Board Certified attorney in Labor and Employment Law, Brett helps public and private sector employers resolve issues in a prompt and efficient manner.

Partner

Chair of Labor & Employment Group,
Managing Director of Palm Beach
Office

bschneider@wsh-law.com

1200 N. Federal Highway
Suite 312
Boca Raton, Florida 33432
P: (561) 835-2111
F: (954) 764-7770

Practice Areas

- Labor and Employment
- Accessibility and Accommodations
- Administrative Claims and Hearings
- Agreements and Handbooks
- Collective Bargaining
- Counseling and Risk Management Services
- Drug Testing
- Employee Training
- Labor Arbitrations and Related Administrative Hearings
- Litigation
- Occupational Safety and Health
- Restrictive Covenants
- Unemployment Claims
- Wage and Hour Claims and Audits
- Workers Compensation
- Workplace Investigation
- Labor and Employment Litigation

Brett represents public sector employers in negotiating collective bargaining agreements, labor impasse proceedings, unfair labor practice proceedings and labor arbitrations. As workplace issues continue to evolve, he advises clients on employee drug testing (particularly with the legalization of medical marijuana in Florida), sexual harassment and employee medical issues. Brett provides pragmatic advice in line with his clients' business objectives.

Brett handles employment litigation for public and private employers in matters arising under federal, state and local employment laws such as Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA) and the Florida Civil Rights Act (FCRA). Brett defends employers in wage and hour suits brought under the Fair Labor Standards Act (FLSA) and has successfully guided clients through Department of Labor Wage & Hour Audits. He also represents employers before federal, state and local administrative agencies such as the U.S. Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB) and the Florida Public Employees Relations Commission (PERC).

Certified by the HR Certification Institute and by the Society for Human Resource Management, Brett advises employers on human resources issues including personnel policies and procedures, discipline and discharge matters, drug and alcohol testing, employee privacy rights and educational and training programs for managers and supervisors. He works

Bar Admissions

- Florida, 2005
- New York, 1999
- District of Columbia, 2000
- U.S. District Court for the Southern District of Florida, 2005
- U.S. District Court for the Middle District of Florida, 2006
- U.S. District Court for the Southern District of New York, 2001
- U.S. District Court for the Eastern District of New York, 2002
- U.S. District Court for the Western District of New York, 2003
- U.S. Court of Appeals for the 11th Circuit, 2005

Education

- George Washington University Law School, J.D., *cum laude*, 1999
 - Journal of International Law & Economics
- University of Maryland, B.A., Government and Politics, *with honors*, 1996
 - Honors: Golden Key National Honor Society

closely with employers to ensure that their practices comply with federal, state and local laws.

Brett is a frequent speaker on labor and employment law and human resources matters, including the impact of the legalization of medical marijuana on Florida employers, the #metoo movement, and workplace violence.

Brett previously practiced labor and employment law at large national law firms in Washington D.C. and New York.

Professional & Community Involvement

- Human Resource Association of Broward County, 2008-present; Past-President, 2015; President, 2014; President-Elect, 2013; Legislative Affairs Director, 2011-2012
- The Cooperative Feeding Program, Board Member, 2010-2014
- Jewish Federation of South Palm Beach County, Young Adult Division, Board member, 2012-2014
- University of Maryland South Florida Alumni Association, 2010-Present
- Anti-Defamation League, Glass Leadership Institute, 2008
- Leadership Broward Foundation, Class XXIV, 2005-2006
- South Florida Touchdown Club Foundation, Board Secretary, 2005-2006

Awards & Recognition

- South Florida Legal Guide Top Lawyer, 2020
- Palm Beach Illustrated Top Lawyer- Labor & Employment 2019
- Florida Super Lawyers, 2018-present
- Florida Trend's Legal Elite, 2018-2019
- AV Preeminent Rating, Martindale-Hubbell, 2017-present
- South Florida Business Journal, Power Leaders in Law & Accounting, 2017
- Super Lawyers, Florida Rising Star, 2011-2014
- South Florida Legal Guide, Top Up and Comer, 2009

Qualification Information and Assigned Personnel



Chad S. Friedman

Chad Friedman represents developers and governmental entities in land use, zoning and general government matters. He is also a leader in the field of Property Assessed Clean Energy (PACE) programs.

Chad represents local governments in the drafting, adoption, and implementation of land development regulations, including green regulations. In addition, he represents local governments in comprehensive plan amendment and quasi-judicial hearings (variances, site plans, rezoning, and special exceptions). Chad has also successfully defended governmental entities, such as the Village of Key Biscayne and Town of Cutler Bay, in land use litigation.

On the private sector side, Chad helps developers and private property owners navigate the intricacies of the development review process. Over the years, he has assisted many private clients in securing the necessary development permits and other approvals required for the development of property.

Chad is a leader in the creation of PACE programs pursuant to Section 163.08 of the Florida Statutes. Chad helped to create the Green Corridor PACE District, a partnership of local governments that provides funding to property owners for energy efficient, renewable energy, and wind resistant improvements to their property. To date, the program has funded over \$500 million in improvements.

Chad serves as legal counsel to the Green Corridor PACE District and assists private entities in the creation of other PACE programs across the State of Florida.

Chad is a frequent author and speaker on the subject of growth management and local government law and is a former Co-Chair of the Dade County Bar Association's Environmental and Land Use Committee.

Professional Associations and Memberships

- Dade County Bar Association, Co-Chair Environmental and Land Use Section
- Young Lawyers Section

Partner

Co-Chair of Municipal Counsel
Practice Group
cfriedman@wsh-law.com

2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134
P: (305) 854-0800
F: (305) 854-2323

Practice Areas

- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Capital Improvement, Infrastructure Development & Project Management
- Utilities
- Affordable Housing
- Environmental
- Public/Private Partnership (P3) Transactions
- Private Sector Land Use and Zoning
- Environmental and Regulatory Challenges

Bar Admissions

- Florida, 2004

Education

- Stetson University College of Law, J.D., *cum laude*, 2004

-
- University of Florida, BSBA, with honors, 2001
 - Jackson Health System General Obligations Bond Citizens' Advisory Committee

Awards and Recognitions

- Florida Super Lawyers, Rising Star, 2009-2018
- Daily Business Review's Professional Excellence Awards, On the Rise, 2017
- Brickell Magazine, Top 20 Professionals Under Forty, 2016
- Attorneys' Title Insurance Fund, Excellence in Land Use Planning
- William F. Blews Pro Bono Service Award

Qualification Information and Assigned Personnel



Chanae L. Wood

Chanae L. Wood is a municipal and land use attorney with a particular interest in issues dealing with First Amendment, medical marijuana and hemp laws. Chanae serves as the Chair of the firm's Diversity and Inclusion Program Committee.

A magna cum laude graduate of St. Thomas University School of Law, Chanae clerked for the Honorable Judge Marcia G. Cooke in the U.S. District Court for the Southern District of Florida. During law school, she was selected as the first black Editor-in-Chief of the St. Thomas Law Review. Her article, "Black and Poor: The Grave Consequences of *Utah v. Strieff*," was published in the Review's "Voice of the Voiceless" Anniversary Issue. As a trial team member, Chanae competed in the 2018 ABA Labor and Employment National Trial Competition. She and her teammates were named National Champions – beating teams from UC Hastings College of Law and Harvard Law School. She also served as President of the Black Law Students Association, during which time the organization was bestowed the coveted Student Organization of the Year Award.

Prior to law school, Chanae worked for Miami-Dade County Commissioner Barbara J. Jordan as a Commission aide and for Florida State Senator Oscar Braynon, II as a legislative aide. She also interned for Congresswoman Federica Wilson in Washington D.C.

Associate

cwood@wsh-law.com

200 East Broward Blvd., Suite 1900

Fort Lauderdale, FL

P: (954) 763-4242

Practice Areas

- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Wireless Communications
- Land Use and Zoning
- Constitutional Challenges
- Governmental Actions and Defense
- Real Estate, Land Use and Zoning Disputes

Bar Admissions

- Florida, 2018

Education

- St. Thomas University School of Law, J.D., 2018
 - CALI Book Awards: Legal Research & Writing, Advanced Legal Research & Writing, Advanced Legal Skills; Dean's List (all semesters); Pro Bono Commendation, Over 100 service hours
- University of Florida, 2013

Professional Associations and Memberships

- Wilkie D. Ferguson Jr. Bar Association, Group I Director, 2020-2021 Executive Board
- Gwen S. Cherry Black Women Lawyers Association, 2016 – Present
- American Planning Association, Broward Section, 2019-2020 Member At-Large
- St. Thomas University School of Law Young Lawyer's Division Council, 2019 – Present
- Miami Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

Awards and Recognitions

- Bachelor of Science Degree in Family, Youth, & Community Sciences and minors in Public Leadership and International Studies & Humanitarian Assistance

- University of Florida Association of Black Alumni South Florida Chapter, Gator Greats Gator First Award, February 2019
- First Black Law Review Editor-in-Chief, Certificate of Recognition, Miami-Dade County, 2017

Publications

- “Black and Poor: The Grave Consequences of Utah v. Strieff,” St. Thomas Law Review, 2017

Press Mentions

- Beyond Statements: A Call to Action After the Death of George Floyd”, Daily Business Review, June 2020

Qualification Information and Assigned Personnel



Partner

eguedes@wsh-law.com

2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134
P: (305) 854-0800
F: (305) 854-2323

Practice Areas

- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Civilian Oversight of Law Enforcement
- Elections
- Litigation
- Private Sector Land Use and Zoning
- Appellate
- Civil Rights and Torts
- Complex Commercial
- Constitutional Challenges
- Family and Matrimonial Law
- Governmental Actions and Defense
- Labor and Employment Litigation

Bar Admissions

- Florida, 1988
- U.S. Supreme Court, 1998
- U.S. Court of Appeals, Eleventh Circuit, 1996
- U.S. District Court, Southern District of Florida, 1999

Edward G. Guedes

A Fellow of the prestigious American Academy of Appellate Lawyers and ranked by Chambers USA in appellate law, Ed Guedes is widely known for his representation of business and government clients in high-stakes appeals. His in-depth knowledge and experience were further recognized when he was nominated in 2008 to fill a vacancy on the Florida Supreme Court.

Ed is also Board Certified in Appellate Practice by the Florida Bar. He has litigated dozens of appeal before the Florida Supreme Court, Florida's district courts of appeal and the U.S. Courts of Appeals in a wide variety of matters, including medical malpractice, premises liability, probate, First Amendment and constitutional litigation, family law, state and federal administrative rule-making and regulation, home rule authority and preemption, election law, civil rights, land use and zoning, intellectual property and labor and employment issues.

Ed's clients span a diverse range of industries, from a national supermarket chain to local governments. He works with each client to develop cost-effective litigation strategies that clarify and shape the law, ultimately advancing their broader business goals.

Ed represented more than 40 city and county governments in defending a \$200 million federal class action lawsuit involving red-light camera programs across Florida. His successful strategy in numerous state court proceedings, which culminated in a unanimous Florida Supreme Court decision upholding the legality of the programs, led to a decisive dismissal of the class action. In another appellate victory, Ed represented the manufacturer of the breath-alcohol testing instrument used in Florida in a legal battle over the company's source code. Ed's strategic approach to trial court and appellate proceedings led to a change in existing case law in Florida and establishing new precedent, when the Florida Supreme Court issued a unanimous decision in his client's favor.

Ed is regularly quoted in the media on his high-profile cases. As a Fellow of the American Academy of Appellate Lawyers, he belongs to an exclusive group of only 350

- U.S. Court of Appeals, Ninth Circuit, 2010

Education

- Harvard University Law School, J.D., 1988
- Amherst College, B.A. in English, magna cum laude, 1985
- John Woodruff Simpson Fellowship for the Study of Law

Languages

- French
- Italian
- Spanish

attorneys who practice at the highest standards of appellate advocacy in the country.

When he is not practicing law, Ed can be found singing with the choir at Miami Beach's St. Patrick's Catholic Church.

Representative Matters

- Chief appellate and trial support counsel for a national supermarket chain concerning all of their premises liability cases in South Florida.
- Obtained favorable unanimous decision from Florida Supreme Court restricting the subpoena power of Florida trial courts to compel out-of-state corporations to produce valuable proprietary documents in Florida and overturning adverse intermediate appellate decisions being applied throughout the state.
- Overturned on appeal multi-million dollar jury verdict against plastic surgeon in medical malpractice claim asserting negligent design and execution of procedures.
- Successfully defended multinational corporate manufacturer of breath-alcohol testing instruments used by law enforcement throughout the State of Florida against declaratory judgment action challenging corporation's ownership of intellectual property associated with the instruments.
- Successfully defended at trial and through appeal to the United States Supreme Court a municipal charter provision setting forth an oath of office for elected officials. The oath was challenged on First Amendment grounds because it required the office holder to swear or affirm to support the constitutions and governments of the United States and the State of Florida.
- Successfully litigated on behalf of State and local governmental entities concerning the interpretation of vested rights statute conferring development rights on owners of more than 12,000 residential lots in the Florida Keys and affecting all Areas of Critical State Concern throughout the State of Florida.
- Successfully litigated and defended on appeal multi-million dollar class action for unpaid overtime waged under the Fair Labor Standards Act.

-
- Upheld multi-million dollar ad valorem tax exemption for municipal marina competing with privately owned marinas.
 - Successfully defended against constitutional challenge authority of local governmental entity to regulate and restrict ownership of animals within community.
 - Overturned on appeal a multi-million premises liability verdict with directions to enter directed verdict in favor of his client.
 - Successfully asserted a constitutional challenge to a municipal ordinance precluding private country club from fencing its property over the objections of surrounding neighbors, who asserted a historical right to a view onto and across the club property.
 - Successfully defended constitutional challenge to municipal charter provision allowing for appointment of official to fill vacancy on elected body.
 - Overturned on appeal denial of development approval for 300-unit trailer park in South Miami-Dade County.
 - Overturned on appeal to the Eleventh Circuit Court of Appeals lower court's injunction halting all limestone mining in the Lake Belt region of South Florida.
 - Overturned on appeal order requiring privately owned hospital under contract with local government to comply with Florida's public records laws.
 - In case of first impression interpreting statutory burdens of proof, overturned on appeal adverse discovery order requiring supermarket chain to review and divulge tens of thousands of records for more than 1,000 stores.
 - Successfully represented the Cuban American Bar Association as amicus curiae in en banc proceedings before the Eleventh Circuit Court of Appeals in connection with a panel opinion that had vacated the conviction of five Cuban spies operating in South Florida.
 - Wide-ranging experience defending at trial and on appeal against civil rights claims asserted under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the American with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and the Florida Civil Rights Act of 1992.

Professional Associations and Memberships

- Florida Supreme Court Historical Society, President, 2017-2019; Vice-President, 2014-2017; Executive Committee, 2014-present; Board of Trustees, 2011-present
- The Florida Bar Appellate Court Rules Committee, 2000-2006
- The Florida Bar ACRC Civil Rules Subcommittee, Chair, 2005-2006
- The Florida Bar ACRC Amicus Curiae Subcommittee, Chair, 2004-2005; Vice-Chair, 2002-2003
- Dade County Bar Association Appellate Court Committee, Chair, 2003-2004; Vice-Chair, 2002-2003
- Third District Court of Appeal 50th Anniversary Committee, Co-Chair, 2004-2007
- Third District Court of Appeal Historical Society, Founder, 2007; Board Member, 2007-2012
- Cuban American Bar Association, 1990-present
- Federal Bar Association, South Florida Chapter, 2009-2012
- 11th Judicial Circuit Historical Society, Centennial Celebration Committee of 100, 2009-2011
- Defense Research Institute, Retail and Hospitality Committee, 2010-2014

Awards and Recognitions

- Chambers USA and Partners, Litigation: Appellate – Florida, 2016-present
- Fellow, American Academy of Appellate Lawyers, 2019-present
- U.S. News/Best Lawyers, Appellate Practice, 2008-present
- Florida Super Lawyers, 2006-present
- South Florida Legal Guide, Top Lawyers, 2013-present
- Florida Trend's Legal Elite, 2007, 2013-2014
- Martindale-Hubbell AV Preeminent Rating
- South Florida Business Journal, Best of the Bar, 2003

Qualification Information and Assigned Personnel



Jose Arango

Jose L. Arango represents local government entities in code enforcement, building code and general government law. As a former Assistant City Attorney for the City of Miami, Jose uses his extensive knowledge and experience in municipal law to ensure that compliance is achieved throughout all stages of a project's planning and development.

Jose also drafts legislation and amendments to municipal codes, legal opinions for municipalities, and municipal contracts including land use agreements and professional service agreements.

While serving as an Assistant City Attorney with the City of Miami, Jose worked in the divisions of General Government, Land Use, Transactions and General Litigation. He also served as counsel for the Emergency Operations Center for the City of Miami.

Partner

jarango@wsh-law.com

2525 Ponce de Leon Blvd., Suite 700

Coral Gables, FL 33134

P: (305) 854-0800

Practice Areas

- Code Enforcement
- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Community Redevelopment Agency (CRA)
- Corporate Affairs and Governance
- Exit Planning

Professional Associations and Memberships

- Cuban American Bar Association
- The Florida Bar, Eleventh Circuit Grievance Committee "E," Vice-Chair
- The Florida Bar, City, County & Local Government Law Section

Bar Admissions

- Florida, 2007
Bar No. 43194

Education

- St. Thomas University School of Law, J.D., 2006
- Florida State University, B.A., 2001

Firm References and Similar Work Completed

We currently serve as Attorney for the below municipalities.

1. **Village of Pinecrest:**

Yocelyn Galiano

Village Manager

12645 Pinecrest Parkway

Pinecrest, FL 33156

Email: ygaliano@pinecrest-fl.gov

Office: (305) 234-2131

Team members: John Quick, Brett Schneider, Chad Friedman, Edward Guedes, Jose Arango, Chanae Wood

2. **City of Aventura**

Ron Wasson

City Manager

19200 West Country Club Drive

Aventura, FL 33180

Email: rwasson@cityofaventura.com

Office: (305) 466-8910

Team members: John Quick, David Tolces, Brett Schneider, Edward Guedes, Chanae Wood

3. **Town of Cutler Bay**

Rafael Casals, CFM

Town Manager

Cutler Bay Town Center

10720 Caribbean Blvd. Suite 105

Cutler Bay, Florida 33189

Email: RCasals@cutlerbay-fl.gov

Office: (305) 234-4262

Team members: John Quick, Brett Schneider, Edward Guedes, Jose Arango, Chad Friedman

Corporate Standing and Authorized Signatory



JOSEPH H. SEROTA
FOUNDING PARTNER
JSerota@wsh-law.com

September 17, 2020

VIA Hand-Delivery

Town of Bay Harbor Islands
Attention: Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

**Re: Letter of Interest
RFP NO. BHI - 207 Professional Legal Services**

Dear Mayor Bruder and Town Council Members:

In response to the Town of Bay Harbor Islands' ("Town") Request for Proposal Bid # BHI 207, Section G, Corporate Standing and Authorized Signatory, Weiss Serota Helfman Cole & Bierman, P.L. ("Firm") hereby authorizes John J. Quick as its Authorized Signatory on its behalf.

Enclosed is the Florida Division of Corporations' certificate of good standing for the Firm.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'J. Serota', written over a circular blue ink stamp or seal.

Joseph H. Serota

State of Florida

Department of State

I certify from the records of this office that WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. is a limited liability company organized under the laws of the State of Florida, filed on December 27, 2006, effective January 1, 2007.

The document number of this limited liability company is L06000122611.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 16, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of June, 2020*



Randy Lee
Secretary of State

Tracking Number: 3861930431CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Forms and Attachments

DELIVER TO:

Town of Bay Harbor Islands
Office of the Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**REQUEST FOR PROPOSALS
SECTION 5
RESPONDENT SUBMITTAL
FORMS**

**OPENING: September 17, 2020
AT 3:00 P.M.**

NOTE: Town of Bay Harbor Islands is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Issued by: **Office of the Town Clerk**

Date Issued:
**September 17th, 2020
before at 3:00 p.m.**

This Qualification Submittal
**Consists of all required forms,
Acknowledgements and Affidavits**

Submissions are subject to the Terms and Conditions of this Request for Proposals and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the Town Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

RFQ No. BHI 207

PROFESSIONAL LEGAL SERVICES

Firm Name Weiss Serota Helfman Cole & Bierman, P.L.

Commodity Code(s): _____

**RETURN ONE ORIGINAL, FOUR COPIES AND ONE USB OR CD ELECTRONIC COPY OF
QUALIFICATION SUBMITTAL PAGES AND AFFIDAVITS**

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: Weiss Serota Helfman Cole & Bierman, P.L.

AUTHORIZED SIGNATURE:  **DATE:** September 14, 2020

TITLE OF OFFICER: Partner

**RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES**

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firms agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name: **Weiss Serota Helfman Cole & Bierman, P.L.**

2525 Ponce de Leon Blvd., Suite 700, Coral Gables, FL 33134

Street Address:

Mailing Address (if different):

Telephone No. 305-854-0800 Fax No. 305-854-2323

Email Address: jquick@wsh-law.com FEIN No. 2 / 0 - 8 / 1 / 1 / 2 / 4 / 0 / 3

****By signing this document the Responder agrees to all Terms***

Signature:



(Signature of authorized agent)

Print Name: John Quick

Title: Partner

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.



OLD REPUBLIC PROFESSIONAL LIABILITY, INC.

191 North Wacker Drive, Suite 1000, Chicago, Illinois 60606-1905 | T: (312) 750-8800

June 16, 2020 9:52 AM

Lisa Bielecki
Gemini Risk Partners LLC
300 S. Old Woodward Avenue
Birmingham, MI 48009

Stephanie N. Fagin
Vice President
312.750.8802
sfagin@oldrepublicpro.com
www.oldrepublicpro.com

Assigned Policy Number: ORPRO 44600
Previous Policy Number: ORPRO 42337

Temporary and Conditional Binder of Insurance

Old Republic Professional Liability, Inc., on behalf of the Old Republic Insurance Company ("Company"), hereby binds the insurance stipulated herein in accordance with the terms, conditions and limitations of the policy forms in use by the Company. This binder is issued in reliance upon the statements made in the application, any materials submitted with the application and public statements and filings by the Named Insured. This binder is a temporary insurance contract, subject to the conditions stated below. Please read this binder carefully, including all attachments.

Named Insured: Weiss Serota Helfman Cole & Bierman, P.L.

Address: 2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134

Type of Insurance:	Excess Professional Liability
Policy Period:	06/24/2020 12:01 am to 06/24/2021 12:01 am local time at the above address.
Premium:	\$42,900
Commission:	9.00%
Extended Reporting Period:	Bilateral for 12 months @ 100% additional premium.

Limit of Liability Each Claim and Aggregate for the Policy Period
\$2,000,000 excess of \$3,000,000

Layer	The above Limit of Liability is in Excess of Coverage Provided By	Each Claim and Aggregate for the Policy Period
Primary	Endurance American Specialty Insurance Company	\$3,000,000

Policy Forms: [All-in-one Policy Forms PDF](#)

- Policy Jacket
- [Excess Policy \(ORUG-61\)](#)
- [Amendment of Warranty - Florida Only \(E4066-2FL\)](#)
- [Florida Cancellation and Nonrenewal \(E4066-3FL\)](#)
- [Amendment of Claims - Florida Only \(E4066-4FL\)](#)
- [Producer Countersignature Endorsement - Florida Only \(E4066-5FL\)](#)
- [Sublimit Depletion Amendment \(E4068\)](#)
- [Amendment to Section VI.C. - Notices \(E4074\)](#)
- [Nuclear Energy Liability Exclusion Endorsement - Broad Form \(E5000\)](#)
- [Application Reliance Endorsement](#)

Conditions

The insurance stipulated herein is subject to our receipt and approval of the following materials or information:

1. Complete copy of primary policy.
2. Answer Question 13.b on the Sompco application, by June 23, 2020.

Important Notice

This binder may be canceled by the Named Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be canceled by the Company by written notice to the Named Insured in accordance with policy conditions. This binder is canceled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the rules and rates in use by the Company. We may change or withdraw this binder if there is a material change in the risk, including notice of claim or circumstances submitted or changes to the underlying terms, prior to the effective date of coverage, or if any materials or information requested above do not meet with our approval.



Stephanie N. Fagin
Vice President

Lawyers Professional Liability
Binder for Weiss Serota Helfman Cole & Bierman, P.L.

June 16, 2020

To: Lisa Bielecki
Gemini Risk Partners, LLC
39572 Woodward Avenue
Bloomfield Hills, MI 48304

From: Marylinn Gravis
AVP, Underwriter
US Sompo Pro
mgravis@sompo-intl.com
646-867-7323

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

Dear Lisa,

We are pleased to offer the following Binder:

Named Insured: Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Ste. 700
Coral Gables, FL 33134

Predecessor Firm(s): Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
Weiss, Serota & Helfman, P.A.
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.

Insurer: Endurance American Specialty Insurance Company
Non-Admitted Paper
A.M. Best Rating: A+XV
Standard & Poor's Credit Rating: A+ (Strong)

Policy Form: Premier Lawyers Professional Liability Insurance
Form Number: LPL 0238 0815

Policy Period: From: June 24, 2020 To: June 24, 2021
(12:01 AM Standard Time on both dates at the address of the **Named Insured**.)

Policy Number: LPL10003941607

Coverages for the Policy:

Coverage		Limit of Liability:
A.	Lawyers Professional Liability	\$3,000,000
B.	Maximum Total Policy Period Aggregate Limit of Liability	\$3,000,000

(Including Claim Expenses)

Self-Insured Retention(s):

Each Claim
\$100,000

Premium:

\$158,000

Producer is responsible for the payment and handling of any and all applicable Surplus Lines Taxes, Fees and Filings in the home state.

Policy Forms and Endorsements:

Number	Title
SN 9048 0914 FL	SN - Florida
LPL 0013 0815	Premier Lawyers Professional Liability Insurance Policy Declarations
IL 0001 0114 FL	Florida Declarations Addendum
IL 0101 0712	Forms and Endorsement Schedule
IL 1001 0712	Continuity Amendment
IL 1001 0712	Lateral Hire Endorsement
IL 1001 0712	Amend Definition of Insured
LPL 0306 0416	Consent to Settle Amendment (50/50)
LPL 0309 0416	Extended Reporting Period Endorsement
LPL 0312 0516	Management Committee Knowledge Endorsement
LPL 0305 0120	Named Insured Choice of Counsel Endorsement
MEO 0503 1012	Nuclear Energy Liability Exclusion
MEO 1354 1012	Self Insured Retention Amendment for Arbitration or Mediation
IL 1301 0712	Service of Suit
LPL 0238 0815	Premier Lawyers Professional Liability Insurance Policy
IL 1008 0114	Signature Page
PN 0001 0712	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

Minimum Earned Premium:

25%

Commission:

20%

Retroactive Date:

Full Prior Acts

Prior and Pending Litigation Date:

4/24/2013

Disciplinary Proceeding Coverage:

Each Disciplinary Proceeding:	\$25,000
Disciplinary Proceeding Policy Period Aggregate:	\$50,000
Disciplinary Proceeding Self-insured Retention:	\$2,500

Binder Expires On: Upon Policy Issuance

Terms and
Conditions:

- 1 This binder is strictly conditioned upon no material change in the risk occurring between the date of the proposal letter and the inception date of the proposed policy (including any claim or notice of circumstances which may be reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal, replacement or excess of). In the event of such change in risk the Insurer may, at its sole discretion, modify and/or withdraw this proposal.

Subjectivities:

	<u>Item</u>	<u>Due Date</u>
1.	Fully completed, signed and dated Surplus Lines Form.	Prior to Issuance
2.	Completion of LPL Supplemental Questions (attached)	Prior to Issuance

Notwithstanding the payment of any premium, this binder shall be considered a temporary and conditional binder and is expressly contingent upon receipt, review and acceptance of the subjectivities listed above. We must receive all of the items identified above by the Due Date listed above. If all of these items are not received within and accepted by us on or before that date, this temporary binder will, unless otherwise provided by law, automatically expire without further notice or action.



Marylinn Gravis
AVP, Underwriter
US Sampo Pro



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISK STRATEGIES COMPANY/PHS 21228943 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:																					
INSURED WEISS, SEROTA, HELFMAN, PASTORIZA, COLE & BONISKE, PL 200 E BROWARD BLVD STE 1900 FORT LAUDERDALE FL 33301-1949	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Hartford Accident and Indemnity Company</td><td>22357</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Accident and Indemnity Company	22357	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG												
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)												
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			21 WEC AJ4308	11/19/2019	11/19/2020	<table border="1"> <tr> <td>X</td><td>PER STATUTE</td><td>OTH-ER</td></tr> <tr> <td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr> <td>E.L. DISEASE -EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	X	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE -EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000
X	PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT		\$1,000,000																	
E.L. DISEASE -EA EMPLOYEE		\$1,000,000																	
E.L. DISEASE - POLICY LIMIT		\$1,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

PROOF OF INSURANCE ONLY
PROOF OF INSURANCE ONLY
Ft Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133	CONTACT NAME: PHONE (A/C, No, Ext): (305) 446-2271 FAX (A/C, No): (305) 448-3127 E-MAIL ADDRESS: MIA-Certificates@risk-strategies.com
INSURED Weiss, Serota, Helfman, Cole & Bierman PL 200 E Broward Blvd Ste 1900 Fort Lauderdale FL 33301	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins. Co. NAIC # 11000 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER: CL19111338747****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			21SBABV7690	11/19/2019	11/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			21SBABV7690	11/19/2019	11/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			21SBABV7690	11/19/2019	11/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	21WECAJ4308	11/19/2019	11/19/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/MARPER

M B Christian

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Annex A: Fees and Organizational Chart

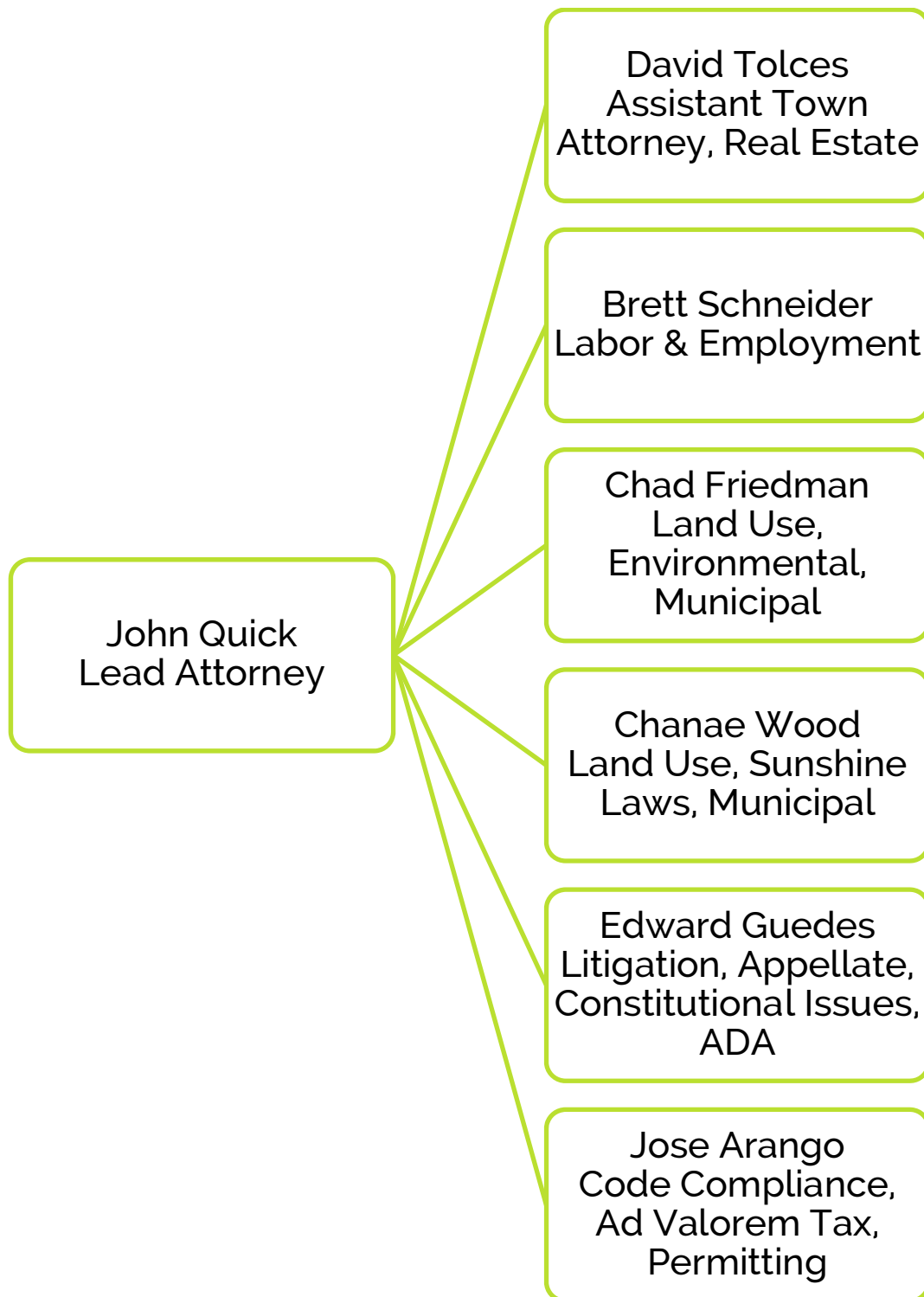
We are very enthusiastic about the opportunity of working with the Town and are prepared to be flexible as to our fees. Our Firm is open to having a fiscally conscious and conservative hybrid arrangement of a flat rate for general services and an hourly rate for specialized services.

Our proposal is as follows:

We propose a monthly-capped fee of \$10,000 which will include all legal work for the Town, with only very limited exclusions for litigation, labor and employment and special projects. The flat fee includes handling all of the Town's day-to-day legal matters from elections, sunshine laws, public records, and ethics to procurement and contracts, land use and zoning, code compliance and environmental, police matters, telecommunications, and those listed under the Scope of Services and Skills. The flat fee includes all telephone calls, emails, teleconferences, and video conferences with individual Town Commissioners, Town Council Members, Town Manager, and administrative staff as well as attending all regular Town Council meetings on the 2nd Monday of the month and any special meetings, including those stated in the RFP. Additionally, included in the flat fee will be the Other Legal Services in the RFP.

For litigation, labor and employment and limited special projects, we will charge an hourly rate of \$250.00/hour for all attorney time.

Annex A: Fees and Organizational Chart (cont.)



Annex B: Governmental Experience

Our Governmental Clients

Our Firm has been engaged and an active participant in the growth and development of the following governmental entities or agencies.

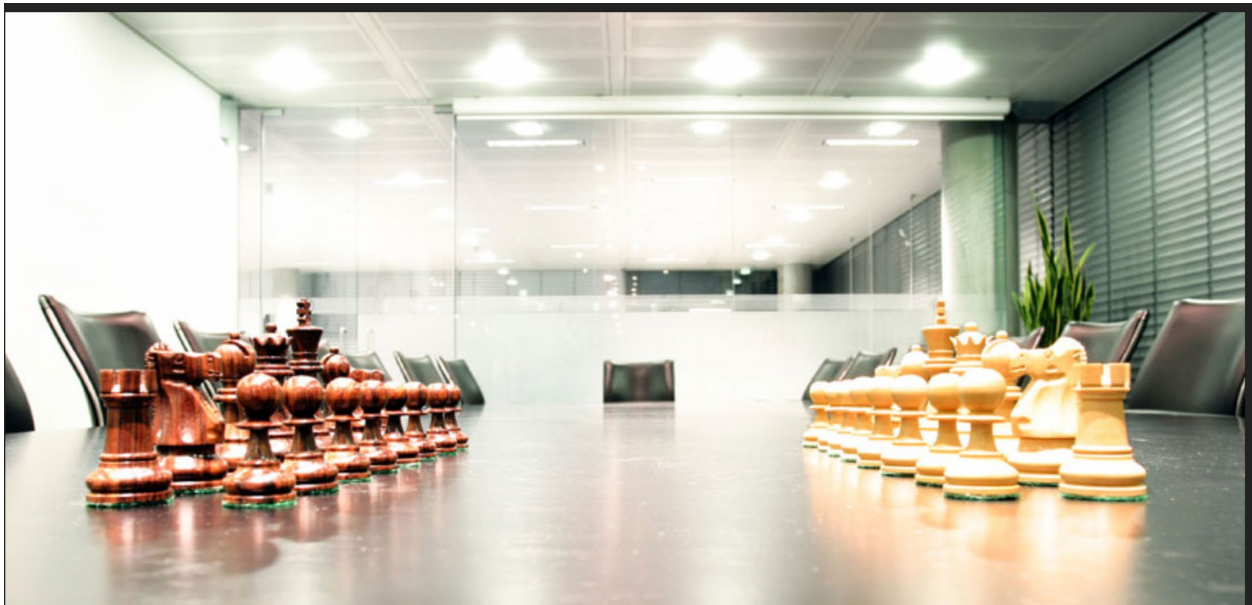
- Broward County Housing Authority
- Broward Metropolitan Planning Organization
- City of Aventura
- City of Boca Raton
- City of Clermont
- City of Clewiston
- City of Deerfield CRA
- City of Delray Beach
- City of Doral
- City of Florida City
- City of Groveland
- City of Haines City
- City of Hallandale Beach
- City of Homestead
- City of Homestead
- City of Lake Worth Beach
- City of Lakeland
- City of Lauderdale Lakes
- City of Lighthouse Point
- City of Margate
- City of Miami
- City of Miami Gardens
- City of Miramar
- City of North Miami
- City of Oldsmar
- City of Opa Locka
- City of Parkland
- City of Riviera Beach
- City of Sebastian
- City of South Miami
- City of South Pasadena
- City of Sunrise
- City of Tamarac
- City of Temple Terrace
- Dania Beach Community Redevelopment Agency
- Florida League of Cities
- Glades Panel
- Hillsboro Inlet District
- Hillsborough County
- Broward County Planning Council
- City of Apopka
- City of Bradenton
- City of Dania Beach
- City of Deerfield Beach
- City of Dunedin
- City of Florida City
- City of Fort Lauderdale
- City of Fort Pierce
- City of Hollywood
- City of Lauderhill
- City of Marco Island
- City of Miami Beach
- City of Miramar
- City of Naples
- City of North Miami Beach
- City of North Port
- City of Parkland
- City of Plant City
- City of Pompano Beach
- City of Port Richey
- City of Port St. Lucie
- City of Sarasota
- City of South Pasadena
- City of St. Petersburg
- City of Sunny Isles
- City of Sweetwater
- City of West Palm Beach
- City of West Park
- City of Weston
- City of Miami Civilian Investigative Panel
- Cooper City
- County of Osceola
- Delray Beach Housing Authority
- Delray Beach Housing Group
- Green Cove Springs
- Lauderhill Housing Authority
- School District of Lee County
- Manatee County

-
- Homestead Housing Authority
 - Lake Worth Beach CRA
 - Miami Shores Village
 - Miami-Dade County School Board
 - Miami-Dade Expressway Authority
 - Palm Beach Transportation Planning Agency
 - Plantation Acres Improvement District
 - Pompano Beach CRA
 - Sarasota County
 - Sarasota County School Board
 - Space Coast Transportation Planning Organization
 - Town of Cutler Bay
 - Town of Davie
 - Town of Davie CRA
 - Town of Kenneth City
 - Town of Malabar
 - Town of Manalapan
 - Village of Bal Harbour
 - Village of Indian Creek
 - Village of Miami Shores
 - Village of North Palm Beach
 - Village of Virginia Gardens
 - Martin County
 - Miami Dade College
 - North Collier Fire Control and Rescue District
 - Pembroke Pines
 - Sarasota/Manatee Metropolitan Planning Organization
 - School Board of Broward County
 - St. Lucie County
 - Town of Bay Harbor Islands
 - Town of Golden Beach
 - Town of Indian Lantana
 - Town of Lantana
 - Town of Lauderdale-By-The-Sea
 - Town of Medley
 - Town of Miami Lakes
 - Town of Palm Beach
 - Town of Surfside
 - Village of Islands Islamorada
 - Village of Key Biscayne
 - Village of Palmetto Bay
 - Village of Pinecrest
 - Village of Royal Palm Beach

A. TITLE PAGE

**RESPONSE TO PROPOSAL NUMBER BHI-207
PROFESSIONAL LEGAL SERVICES**

FRANK SIMONE P.A.
Law Offices



Submitted on September 15, 2020 by:

FRANK SIMONE, P.A.
Frank C. Simone, Esq., CFP®
701 Brickell Avenue
Suite 1550
Miami, FL 33131
Ph: 305.221.8000
Email: Frank@franksimone.com

FRANK SIMONE P.A. 701 BRICKELL AVENUE . SUITE 1550 . MIAMI, FLORIDA 33131 . TELEPHONE (305) 221-8000
Law Offices

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C. Cover Letter and Executive Summary.

FRANK SIMONE P.A.

Law Offices

701 BRICKELL AVENUE
SUITE 1550
MIAMI, FLORIDA 33131

TELEPHONE (305) 221-8000
TELEFAX (305) 357-2510
E-MAIL: frank@franksimone.com
WEBSITE: www.franksimone.com

September 15, 2020
Via Hand Delivery

Town of Bay Harbor Islands
Attention: Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Re: Response to Request for Proposal. Professional Legal Services.
No. BHI-207**

Dear Marlene:

It has been my pleasure to successfully represent the interests of Town of Bay Harbor Islands ("Town") for over twenty (20) years.¹ During this time, I have developed a deep understanding of the Town, its history and culture, its staff, committees, boards, special masters, and residents. I have had the pleasure of working with the Town Council and staff in drafting many of the Town's charter revisions, ordinances, and resolutions. The Town has largely avoided litigation and contested matters for which other similarly situated municipalities have had to defend and litigate at great cost. In the few instances for which litigation has been necessary, I have successfully prosecuted and defended such actions on behalf of the Town in both trial and appellate courts.

For over twenty (20) years, I have attended almost every single Town Council meeting, Planning and Zoning Board meeting, Special Master hearing, special meetings, and other meetings. In short, I have great institutional knowledge of the Town and hope to continue to utilize this institutional knowledge for the benefit of the Town and its residents.

I am delighted to reintroduce Frank Simone, P.A., myself, and John Cunill, Esq. to the Town through this response to Request for Proposals for Professional Legal Services ("RFP").

¹ I have represented the Town through Frank Simone, PA from July 2011 to November 2019 as the Assistant Town Attorney and from November 2019 to the present as the Town Attorney.

History of Firm

In 2011, Frank Simone, P.A. (“FSPA”) was formed for two (2) purposes. First, to provide legal services that exceed client’s expectations. And, second to be of service -- both to clients and the community. In connection with being of service to the community, FSPA established an endowment at a central Florida high school and a 501(c)(3) Charity that provides scholarships to high school students and other charities. To date, more than twelve (12) scholarships have been awarded and one grant. The last scholarship was awarded to a Marjory Stoneman Douglas student who just won the Silver Knight Award. In addition to scholarships and the grant, in September of 2020, we purchased and donated laptop computers to twelve (12) high school seniors in Overtown who were in danger of being left behind from e-learning in the digital divide. FSPA has also provided numerous contributions to other charities.

Prior to law school, I worked with Barnett Bank and Walt Disney Company’s management teams, including their legal departments. I have incorporated this management experience into everything that FSPA does. After law school and during my twenty-three (23) years of legal practice, I have had the pleasure of successfully representing several other municipal clients, including Homestead, Cutler Bay, North Bay Village, and Bal Harbour.²

Prior to law school, John Cunill served in the United States Army Reserves and, thereafter, as a police officer, for 19 years. John has represented police officers and municipalities in connection with various law enforcement matters and has experience in municipal election matters, administrative proceedings, and special master hearings, among other municipal matters. During John’s seven (7) years of legal practice, John has also successfully represented the City of Miami as outside counsel and the City of Sweetwater.

FSPA has represented several private and publicly traded companies, including banks and financial institutions, property and real estate companies, aviation companies, investment and capital firms (including REITS and private equity firms), law firms, accounting firms, insurance companies, medical practices, technology firms, and manufacturing and engineering firms, among many others, in corporate matters) and litigation matters. Such corporate matters include the drafting and review of various contracts and agreements, securities and bond offerings, mergers and acquisitions, licensing, intellectual property, restrictive covenants, zoning and land use, and human resources (labor and employment) matters.

FSPA has litigated well over 200 matters in federal and state courts and agencies (including through trial and on appeal) in municipal, commercial, insurance, and labor and employment matters, among many other matters. All of this experience has been and will continue to be used for the Town’s benefit.

Current Workload

In addition to representing the Town, I represent only three (3) other clients. I am presently a principal of and general counsel for KW Property Management, LLC (a condominium and

² Many of these representations were a result of Weiss Serota recommending my services to their clients, primarily in connection with conflict matters.

homeowners association property management firm), Rivergate KW Management, LLC (a multifamily property management firm), and Bizpurch, LLC (an entity that purchases and operates companies). Collectively, our companies have in excess of 2,200 team members. As general counsel, and with the assistance of our support staff, paralegals, and staff counsel, I oversee the Human Resources team and Recruiting team and perform, among other services, drafting, reviewing, and revising all contracts and agreements, overseeing and working on all insurance matters, employee benefit matters, governmental compliance matters, licensing matters, labor and employment matters, and all litigation, arbitration, and government agency matters (including EEOC, HUD, and FCHR) relating thereto, among many other functions and matters.

FSPA is not accepting any other clients. To date, FSPA has had no issue successfully providing services to our few clients (including the Town) given staffing levels as set forth above and below.

Personnel and Capability to Represent the Town

FSPA presently has two (2) assistants, Veronica and Gabby, a paralegal, Donna, and myself. FSPA's staff is largely dedicated to work on the Town as our other companies have their own staff at our corporate offices as set forth above. If additional assistance is necessary, I have access to our staff counsel, a paralegal, assistants, and human resources team. Additionally, John has two highly skilled attorneys and support staff at his office that can provide assistance, if necessary.

Frank Simone will be the assigned Town Attorney and will attend all meetings as set forth in the attached proposed retainer agreement. John Cunill will be the assigned Assistant Town Attorney and will attend all Town Council meetings and any other meeting at which his presence is needed, especially those that involve police matters.

Since becoming the Town Attorney, among other successful tasks, we successfully resolved: 1) flood-plane issues for several multi-family properties that were already built and, in so doing, avoided hundreds of thousands of dollars of potential litigation fees and damages; and 2) the Cone & Graham litigation (and waived close to \$11,000 of attorneys' fees as a courtesy to the Town).

We have the ability, capability, and personnel to complete all projects on-time (as has been done for years) within the flat rate as set forth below. We have the financial stability to perform all services (even without the payment of the flat rate for months on end) and have had such financial stability since the day that FSPA was established.

Understanding of and Commitment to the Work

We have thoroughly reviewed the contents of the RFP. We are ready, willing and able to perform the services required of the Assistant Town Attorney and Town Attorney, as set forth in the RFP's scope of work. FSPA is and will remain licensed and in good standing to perform the scope of work.

Scope of Work and Proposal for Compensation

The scope of the work to be provided (as set forth in Section 2 of the RFP) is incorporated in the proposed retainer agreement. The proposed retainer agreement provides the Town with a flat rate for all services to the Town, except for litigation matters, in the amount of \$15,000.00, per month (and which amount includes all Westlaw Research Expenses).³

This flat fee retainer would constitute a savings of \$18,600.00 in 2021 based upon budgeted legal fees (as set forth in the July proposed budget), excluding attorneys' fees for litigation matters. It is also less than what the Town paid for all Town Attorney services two (2) years ago. While we cannot include attorneys' fees for litigation matters in our flat rate for a variety of reasons⁴, we would expect to waive attorneys' fees for litigation matters going forward, as appropriate, for Frank Simone's time.

No Malpractice Claims or Ethics Complaints

Neither FSPA nor I have ever been the recipient of a malpractice claim (or even an allegation of malpractice), ethics complaint, or any investigation, or questioning. Since 2011, FSPA has had a Lawyers Professional Liability Policy with Florida Lawyers Mutual Insurance Company in the amount of \$1,000,000.00 with a deductible of \$5,000.00.

Respectfully submitted,⁵

FRANK SIMONE, P.A.

By: Frank Simone
Frank C. Simone, Esq., CFP®

cc: John Cunill, Esq.

³ While this flat fee amount is far less than the market rate, it is an increase in our present rate as a result of the additional Scope of Work required by the RFP, to wit: labor and employment legal services and police matter services (which were previously handled by other law firms) and for which police matter work, John Cunill was retained.

⁴ Which includes an incentive not to resolve matters that can be resolved without litigation and an inability to collect reasonable attorneys' fees as a prevailing party.

⁵ FSPA's response to this RFP is based upon the performance of all services for the Town based upon the personnel set forth above, with John and I performing all work as the Assistant Town Attorney and the Town Attorney, respectively, as set forth in the proposed retainer agreement. However, in the event that the Town would like to engage a large firm and retain my institutional knowledge, the undersigned would be willing to serve as the Town Attorney along with Weiss Serota under a different financial arrangement than as set forth in the proposed retainer agreement. I have worked with Weiss Serota for years and have provided services to several of their clients at their request. I have also worked with Weiss Serota in various matters for the Town. They are highly competent and a pleasure to work with. This offer only applies to Weiss Serota. In the event that the Town did not want to use my services at all, I would respectfully suggest that the Town engage Weiss Serota. I have nothing to gain from this suggestion. It is just my professional recommendation having worked and interacted with many firms that provide municipal work. Whenever my engagement with the Town ends, I do not intend to provide legal services to any other municipality whether for Weiss Serota or otherwise.

D. Project Approach and Understanding

The Services that FSPA is proposing to the Town that will best meet the criteria specified in the Scope of Services are set forth in the attached proposed retainer.

The innovative concepts proposed to enhance value, quality, and to control costs and schedule is a flat rate that includes all Westlaw Legal Research expenses. The Town will be able to and stay well within budget for all legal services and the amount proposed is less than what the Town paid for all Town Attorney services two (2) years ago. Also, the Town will receive the benefit of our use of Westlaw Legal Research at no additional cost. Such costs tend to be in excess of hundreds of dollars per month.

Since FSPA is already the Town Attorney, no transition or transition plan is necessary.

E. Qualification Information and Assigned Personnel

Resumes of Frank Simone and John Cunill are attached hereto.

No Conflict(s)

There are no conflicts based upon our representation of the Town.

F. Firm References and Similar Work Completed

I have successfully represented municipal clients for over twenty (20) years of my twenty-three (23) year legal career. Other than the Town, I have had the pleasure of successfully representing Homestead, Cutler Bay, North Bay Village, Miami Lakes, and Bal Harbour.

1. Matters for other municipalities include:

Homestead. Represented Homestead in connection with drafting an RFP for curbside recyclables collection and processing services and the negotiation and drafting of the contract for the selected bidder.

Contact was Xintia Rubio-Rojas, CPPB
Procurement & Contract Services Division
(305) 224-6833
xrubio@cityofhomestead.com

Cutler Bay. Represented Cutler Bay in connection with various code enforcement matters pending against their sitting Mayor. All services were provided through Weiss Serota, as special counsel.

North Bay Village. Represented North Bay Village in connection with all aspects of a bid protest concerning a RFP for a solid waste collection and disposal services.

Contact was Daniel L. Abbot,
City Attorney
(954) 763-4242

Bal Harbour. Represented Bal Harbor in connection with the drafting and issuance of a multi-million dollar RFP for solid wastes services, together with the negotiation, drafting and revisions to the contract for the winning bidder.

Contact was Jorge M. Gonzalez,
Village Manager
305.866.4633
manager@balharbourfl.gov
and the Village's hired Consultant

John has represented Sweetwater in various municipal matters including police related matters. He has also represented the City of Miami in connection with police related matters.

City of Sweetwater Contact is Ralph Ventura, Chief of Staff.
(305) 221.0411 ext 1205. Rventura@cityofsweetwater.gov

2. References

In addition to the contacts set forth above and the present and former staff of the Town, the following persons can provide the Town with the quality of our services:

Municipal.

Stan Price, Esq.
Sprice@bilzin.com
305.250.2374

I have worked with Stan for many years in connection with the Town and other clients.

Richard Weiss, Esq.
rweiss@wsh-law.com
954.763.4242

I have worked with Richard for many years in connection with the Town and other clients, including the clients of Weiss Serota.

Private/Business.

Federico Flores
CEO, Alliance Aviation, Inc
fflores@alliance-training.com
786.423.8588

Provided various corporate and litigation services to Alliance Aviation, Inc and other entities owned or controlled by Mr. Flores

Felipe Fons
Director, Bright Capital (USA Firm).
FelipeJFons@brightcapital.us
786.397.1528

Provided various corporate and litigation services to Mr. Fons, Bright Capital, and other entities owned or controlled by Mr. Fons.

Jack Partagas,
former CFO of Florida Community Bank and
current president of Able Scaffold
jack_w_partagas@yahoo.com
305.992.3990

Provided various legal services to Florida Community Bank and Able Scaffold.

Joe Marzouca
Former CEO of Floridian Community Bank
joemarzo@bellsouth.net

Provided various corporate and litigation legal services to Floridian Community Bank in all aspects of banking and corporate law.

Marc Goldstein, Esq.
markgoldsteinattorney@gmail.com
305.342.4839

Mr. Goldstein is an outstanding attorney that I have litigated against. He has provided legal services to one or more Town Council members.

G. Corporate Standing and Authorized Signatory

FSPA is a Florida corporation established in 2011 that is in good standing. Frank Simone, as the president of FSPA, is the only authorized signatory of FSPA.

H. Forms and Attachments

- 1. Frank Simone Resume**
- 2. John Cunill Resume**
- 3. Proposed Retainer Agreement**
- 4. Respondent Submittal Forms**
 - a. Acknowledgement of Addenda**
 - b. Certification Form**

H. 1.

Frank C. Simone, Esq., CFP®
FRANK SIMONE, P.A.

305.221.8000
frank@franksimone.com

Frank Simone is the founding member of the firm specializing in government and municipal law and business (commercial) law.

Experience

Frank Simone has provided various legal services to municipalities in Miami-Dade County, including Bay Harbor Islands, Homestead, Cutler Bay, North Bay Village, and Bal Harbour. Frank Simone has served as the Assistant Town Attorney and the Town Attorney of Bay Harbor Islands for over two (2) decades.

Services to municipalities include, but are not limited to, drafting ordinances, resolutions, requests for proposals, contracts and agreements, providing legal counsel to town/city/village councils, boards, committees, and staff in all aspects of municipal and government law including, but not limited to, real estate, labor and employment, special master matters, code enforcement matters, land use matters, committee matters, and litigation matters.

Frank Simone has also provided various legal services to businesses in various transactional services as outside counsel and as general counsel including, not limited to, corporate formation, corporate administration, documents, contracts and agreements (including non-compete agreements, leases, stock purchase and sale agreements, asset sale agreements, etc.), corporate sales, mergers, acquisitions, and succession plans, asset protection, mortgage securitization and mortgage purchase and sale agreements, bond and stock offerings, estate, gift and generation skipping planning and transfers (including family limited partnerships, irrevocable trusts, grantor trusts, charitable lead trusts, GRATS, GRUTS, etc.).

In addition to transactional work, Frank Simone, has successfully litigated countless disputes for its clients in Arbitration and State and Federal trial and appellate courts in the areas, among others: Banking Law, Breach of Contract, Commercial and Civil Disputes, Commercial Foreclosures and Receiver Proceedings, Employment Law, Land Use, Municipal Law, Probate and Will Challenges, Intellectual Property, and Real Estate.

Frank Simone has appeared on local news programs (ABC, NBC, FOX, and CBS), on national news programs (The O'Reilly Factor), and radio shows providing insight on various legal matters.

Frank Simone has written articles for various publications and has lectured on many of the areas of law for which he practices, including recent webinars on best practices in the age of the Coronavirus.

Frank Simone has various reported appellate decisions, after litigation appeals in various state and federal courts, including in the 11th Circuit Court of Appeal and a jurisdictional brief in the United States Supreme Court.

Frank Simone is a principal of and general counsel for KW PROPERTY MANAGEMENT, LLC (a condominium and homeowners association property management firm), RIVERGATE KW

MANAGEMENT, LLC (a multifamily property management firm), and BIZPURCH, LLC (a company that purchases and operates companies). Frank Simone has developed, merged, and sold other companies.

Charitable Causes

Frank Simone has established an endowment at a central Florida high school and a 501(c)(3) Charity (S.H.I.N.E. Networking, Inc.) that provide scholarships to high school students. To date, more than twelve (12) scholarships have been awarded from the endowment and charity and one grant. The last scholarship was awarded to a Marjory Stoneman Douglas student who just won the Silver Knight Award. In addition to scholarships, in September of 2020, we purchased and donated laptop computers to twelve (12) high school seniors in Overtown who were in danger of being left behind from e-learning in the digital divide. Frank Simone is also active in and provides various contributions to other charities, including Steps for Success, Families for Fragile X, and various religious based charities.

Education and Designations

Presently working toward SHRM Certification (Society for Human Resources Management).

University of Miami. Certified Financial Planning. 2008.

St. Thomas University. JD 1997

Troy University. BS 1994

John Cunill

1000 Brickell Ave. Ste 720

Miami, FL 33131

Phone: 305.381.9999

Email: john@acdfirm.com

Mission Statement	Quality work stands the test of time so always provide your best product.	
Legal Experience	Attorney with experience in Municipal Law, Election Law, Administrative Proceedings, Special Master Hearings and Law Enforcement Issues. My practice includes litigating challenges to election results, challenges to the qualification of candidates, litigating ordinances and municipal codes, litigating labor issues relating to City employees and Civil Service employees, reviewing City and Village Charters, drafting attorney opinion letters and appearing at Special Master Hearings.	
Bar Admittance	State of Florida United States District Court Southern District of Florida United States District Court for the District of Puerto Rico	
Courts Litigated	United State Federal Courts Second District Court of Appeals Third district Court of Appeals Florida State Courts	
Professional Memberships	Florida Bar Association Federal Bar Association Dade County Bar Association Cuban American Bar Association American Bar Association Military Pro Bono Project Florida Bar Section City County & Local Govt Law Florida Bar Section Environmental & Land Use Law	
Committees	City of Miami Homeland Defense Neighborhood Improvement Bond Program Oversight Board. (Board was dissolved upon termination of Bond).	
Education	B.A. Degree Florida International University Juris Doctorate St. Thomas University School of Law	2009 2012

H. 3. Proposed Retainer Agreement

PROPOSED RETAINER AGREEMENT

September 15, 2020

Town of Bay Harbor Islands
ATTN: Maria Lasday, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Bay Harbor Islands. Legal Representation as Town Attorney.

Dear Maria:

This letter will serve as a retainer agreement confirming Frank Simone, P.A.'s ("Firm") agreement to represent the Town of Bay Harbor Island ("Town") with Frank C. Simone, Esq. serving as the Town Attorney and John Cunill, Esq. serving as the Assistant Town Attorney.

1. Legal Services. The Town engages the Firm. Firm will provide all legal services to the Town customarily performed by the Town Attorney and Assistant Town Attorney as required by the Town Charter and Ordinances and as directed by the Town Council and Town Manager ("Legal Services"). Legal Services shall include:
 - a. Draft and review matters for inclusion in all Town Council meetings, review of the agenda and exhibits for all Town Council meetings, attendance at all Town Council meetings, and the preparation of all documents and approvals required by all Town Council meetings, including all memoranda, contracts, communications, ordinances, and resolutions;
 - b. Draft and review matters for inclusion in all Planning & Zoning Board meetings, review of the agenda and exhibits for all Planning & Zoning Board meetings, attendance at all Planning & Zoning Board meetings that require the preparation of one or more resolutions, and the preparation of all documents and approvals required by such Planning & Zoning Board meetings, including all resolutions;
 - c. Draft and review matters for inclusion in all Special Master hearings, review of the agenda and exhibits for all Special Master hearings, attend meetings with Code Enforcement to prepare for Special Master hearings, attendance at all Special

Master hearings, and the preparation of all documents and communications required by such Special Master hearings;

- d. Draft and review matters for inclusion in all Litigation Committee meetings, review of the agenda and exhibits for all Litigation Committee meetings, attend meetings with Administration to prepare for Litigation Committee meetings, attendance at all Litigation Committee meetings, and the preparation of all documents and communications required by such Litigation Committee meetings;
 - e. Attend telephone conferences, video conferences, and meetings with the Town Manager and Town Administration and prepare all documents, memoranda, communications, and contracts required by such meetings, including all email communications;
 - f. Attend telephone conferences, video conferences, and meetings with third parties, on behalf of the Town, and prepare all documents, memoranda, communications, and contracts required by such meetings, including all email communications;
 - g. Attend telephone conferences and meetings with individual Town Council members, including all email communications;
 - h. Assist special counsel retained by the Town and insurance counsel assigned to the Town by the Town's insurance carrier, including attendance at hearings, all email communications, telephone conferences, and attendance at meetings;
 - i. Represent the Town's interests in all ethics matters under the Miami-Dade County Ethics Code, including attendance at witness statements, hearings, and proceedings, and the preparation of all documents and responses requested, required, or otherwise advisable, including all email communications;
 - j. Represent the Town's interest in all labor and employment matters;
 - k. Represent the town's interest in connection with all police matters, including collective bargaining agreements.
 - l. Other routine matters requested by the Town Manager or the Town Council (and as set forth in RFP BHI-207 – Scope of Services); and
 - m. Westlaw Legal Research, including both the time of research and cost of the Firm's Westlaw Charges.
2. Fee for Legal Services. Firm will provide the Legal Services for a fixed or flat fee of \$15,000.00, per month ("Fee"), except for Litigation Matters. Beginning on the one (1) year anniversary of this retainer agreement, the Fee shall be adjusted upward by a 3% increase, annually, unless otherwise agreed upon by the Town and Firm.

3. Litigation Matters and Fee for Litigation Matters. The Legal Services shall not include matters for which the Town engages special counsel and for litigation matters. Litigation matters shall include all adversarial matters for which the Town is a party or is otherwise required to respond to legal process in all trial courts, appellate courts, administrative tribunals, and arbitrations (“Litigation Matters”). Services for Litigation Matters shall be provided at a discounted rate of \$225.00, per hour.
4. Costs. In addition to the Fee for Legal Services, the Firm will bill the Town for out-of-pocket costs incurred on behalf of the Town, such as delivery and courier charges for outside parties, court reporter expenses (including the costs of transcripts), court costs, expert fees, exhibit costs, and investigation costs. Westlaw Research Charges, however, are included in the Fee.
5. Payment of Fee and Costs. Invoices will be submitted on a monthly basis and will be due and payable within ten (10) days from receipt. Firm reserves its right to cease providing legal services if an invoice remains unpaid for more than 30 days after it is received.
6. Termination of Retainer Agreement. The Town, at any time, may choose to terminate this retainer agreement with or without cause pursuant to the Town Charter and shall only be liable for attorneys’ fees and costs incurred through the date of termination. Firm shall have the right to withdraw from representing the Town for cause if we disagree about the course of action that should be pursued (“Cause”). Firm shall provide the Town with written notice of termination no less than ninety (90) days from the date of termination, if Firm wishes to withdraw for any reason other than for Cause.
7. Commencement of Services. The Services and Fee for Services shall commence effective _____, 2020.

If you are in agreement with the matters contained herein, please sign and date this letter below in the space provided and return a copy by e-mail.

Thank you.

Sincerely yours,

FRANK SIMONE, P.A.

By: Frank Simone
FRANK C. SIMONE, ESQ. CFP®

Acknowledgement and Agreement.

Having been duly authorized by an affirmative vote of the council members of the Town Council, the undersigned has read this retainer and on behalf of the Town of Bay Harbor Islands, agrees to the terms set forth herein.

AGREED AND ACCEPTED this ____ day of _____, 2020

TOWN OF BAY HARBOR ISLANDS

By: _____
Maria Lasday, Town Manager

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQFIRM NAME: FRANK SIMONE, P.A.AUTHORIZED SIGNATURE: [Signature], Pres DATE: 9/14/20TITLE OF OFFICER: PresidentRESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firm agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

FRANK Simone, P.A.

Street Address:

701 Brickell Ave, Suite 1550

Mailing Address (if different):

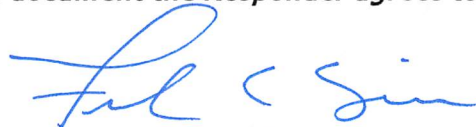
Miami, FL 33131

Telephone No. 305.221.8000 Fax No.

Email Address: Frank@FrankSimone.com FEIN No. 4/52/43/07/42

***By signing this document the Responder agrees to all Terms**

Signature:



(Signature of authorized agent)

Print Name: Frank Simone

Title: President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.



A. PROPOSAL TO TOWN OF BAY HARBOR ISLANDS

REQUEST FOR PROPOSALS NO. BHI-207 PROFESSIONAL LEGAL SERVICES

SEPTEMBER 1, 2020

PROPOSED BY:

SIDNEY C. CALLOWAY, ESQ., B.C.S.

PARTNER

BOARD CERTIFIED, CIVIL TRIAL LAW

200 EAST BROWARD BOULEVARD, SUITE 2100

FORT LAUDERDALE, FL 33301

(954) 847-3833

(954) 888-3063 (FAX)

SCALLOWAY@SHUTTS.COM

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September 1, 2020

VIA HANDDELIVERY

Town of Bay Harbor Islands,
Office of City Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Request for Proposals No. BHI-207, Professional Legal Services

On behalf of the Shutts & Bowen law firm ("Shutts" or "Firm") and myself, personally allow this letter to convey the Firm's sincere interest in responding to the Town of Bay Harbor Islands' ("Town") Request for Proposals No. BHI-207, Professional Legal Services ("RFP"). I am especially pleased to engage in this opportunity for providing 21st century-based, high quality professional legal services to the Town Council and Town Manager.

C1. Summary of Services and Exceptions. I have reviewed the RFP, and acknowledge the Firm's understanding that the legal services to be provided under the RFP, unless specifically excepted, shall include those services identified and described in the Scope of Services/Technical Specifications as set forth on pages 10 through 13 of the RFP. Of such services, the Firm hereby excludes from its Proposal the following professional legal services:

1. Labor and Employment Legal Services;
2. Collective Bargaining,
3. Taxation;
4. Errors and Omissions;
5. Financial Matters, and;
6. Bond Counsel.

Excepting the above-referred items specifically excepted from the Proposal, the Firm is fully capable and prepared to provide legal representation to the Town in the areas of professional legal services described in Section 3.1 (Scope of Services); 3.2 (Skills), 3.3 (items 1-15, 17-19); Additional Services/Procurement and Contract Legal Services (1-11); and Other Legal Services (1-4, 6, 8-11).

C2. Capacity to Perform/Representation. As you may know, Shutts is Florida's longest operating full-service law firm, with almost 300 attorneys and 300 support professionals well positioned in the major business markets throughout the State of Florida. With the exception of inescapable global economic reaches in the Caribbean, South America and

Central America, Shutts focuses almost entirely on the Florida market. The Firm is superbly poised with abundant capacity to represent the Town of Bay Harbor Islands in the full complement of legal services described in its Proposal.

C3. Representation of Good Standing and Required Licenses. Please also note that Shutts warrants and represents that the Firm and its individual attorneys will maintain all required federal, state and local licensures, certifications and permits necessary to perform the professional legal services under its Proposal. The Firm attorneys, including the partners and associates assigned to the proposed representation are licensed and are members in good standing with The Florida Bar.

C4. Authorization. Kindly permit this cover letter and attached Proposal to serve as Shutts' formal Proposal to the RFP No. BHI - 207, Professional Legal Services. As one of the Firm's 88 equity partners, I have authority to make all such representations proffered in this Proposal. For your information, my complete contact information is contained on this correspondence.

C5. Law Firm History and Background. Shutts is a Florida Limited Liability Partnership with an active business license to practice. The Shutts partnership consists of 88 equity partners, including myself. Since 1910, Shutts has built a tradition of providing quality legal services for its public and private institutional client base on matters pertaining to state and local governments. Shutts has a diverse history as an exclusive statewide law firm. That is to say, for the past 110 years and including the present, the firm's legacy has been built on its exclusive focus as the premier Florida- based full service law firm. Shutts has more than a century of applied legal expertise in the public sector - local and regional public agencies, including a litany of Florida counties and city governments, regional water management districts, school districts boards, constitutional office holders, as well as the myriad of Florida's state agencies. At the same time, Shutts' private industry client base includes valued and deep relationships with entities ranging from startup and mid-market businesses to Fortune 100 and international companies.

Both our public and private industry clients benefit heavily from Shutts' understanding of local government, regional, and state government. The firm's expertise and knowledge is not by happenstance, but is sustained by more than a century old legacy of individual firm attorneys who spend thousands of hours each year working in either volunteer, appointed or elected public service.

Past and present Shutts attorneys have served as federal and state court judges, U.S. Attorneys, State Lt. Governor, U.S. Senator, Members of Congress, Members of the Florida

Legislature, County Commissioners, Mayors, President of The Florida Bar, Judicial Nominating Commissions, County Attorneys, City Attorneys, Assistant Attorneys General, General Counsel of the Florida House of Representatives, General Counsel to the Florida Governor, Counsel to the Florida Department of Environmental Protection, Counsel to the Department of Economic Opportunity (“DEO”), Florida Transportation Commission, as well as in leadership positions in a wide variety of civic and charitable organizations, water management districts, regional planning councils, hospital boards and special districts.

C6. Description of Firm Partnership and Legal Service Capacity. Today, with nearly 300 partners and associate attorneys and well established in the Am Law 200, Shutts continues to provide sophisticated legal services by leveraging the highest level of professional talent to achieve and resolve specific client objectives. The firm has full-service capacity to represent its clients anywhere in the State of Florida with established offices in Fort Lauderdale, Miami, West Palm Beach, Orlando, Tampa, Sarasota, Jacksonville, and Tallahassee. Shutts’ legal service capacity is supported by 300 support professionals ranging from paralegals, legal assistants, account management, and a technology services group which provides 24/7 management and defense of cyber-security related matters.

Shutts’ predominance in Florida’s large law firm market is undergirded with attorneys specializing in over thirty (30) practice areas, which include the following:

Administrative Law and Licensing	Creditors Rights and Bankruptcy	Intellectual Property
Anti-Money Laundering	Cybersecurity and Data Privacy	International Dispute Resolution
Antitrust	Eminent Domain	Labor and Employment
Appellate	Environmental	Land-Use and Zoning
Class-Action	Financial Services	Licensing
Commercial Leasing	Government Contracts	Litigation
Commercial Lending	Government law	Public Finance
Complex Loan Workouts	Health Law and Life Sciences	Real Estate
Community associations	Hospitality	Security Frauds Litigation
Construction	Immigration	Taxation
Corporate	Insurance	White-Collar Criminal Defense
Government Investigations		

For purposes of the firm's response to this RFP, Shutts' representation and provision of legal services will be performed from its Miami and Fort Lauderdale offices.

With particular contemplation of the Town's RFP No. BHI – 207 I have assembled a team of highly motivated legal professionals with relevant experience and resources to provide you with the most comprehensive and economically effective legal services required to meet the full range of the Town's legal service needs.

C7. Description of Malpractice Insurance Coverage and Statement of Claims. Shutts & Bowen maintains professional liability coverage at all times, in the unlikely event that a malpractice claim is filed. Our current policy by ALAS has been updated as of January 6, 2020 (Policy ALA#1569). A copy of our coverage page is included with this Proposal (in Section H). Currently there are no pending actions by State Ethics Boards, no pending Florida Bar claims and no material malpractice claims against the firm or individual attorneys.

We are prepared to discuss our proposal in greater detail with the Town at its convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sidney C. Calloway", is written over a horizontal line.

Sidney C. Calloway,

Partner

Enclosures

D. PROJECT APPROACH TO PROVIDING LEGAL SERVICES AND UNDERSTANDING.

D.1 DESCRIPTION OF PROPOSED PROFESSIONAL LEGAL SERVICES. The firm proposes to represent the Town as its Town Attorney, that is, the chief legal officer of the Town working under the direction and control of the Town Council and further serving as legal counsel to the Town Manager and designated staff. Shutts recognizes that its representation as Town Attorney will include preparation/revision of contracts, and ordinances, resolutions, development agreement, responsibility for litigation matters, memorandums, opinions which fundamentally promote and protect the Town's best interests. The Firm's proposal further recognizes that the Town Attorney will attend all regular or workshop meetings of the Town Council as well as meetings of the Town's Planning and Zoning Board or advisory board. The Town Attorney is also the primary authority for review of state and federal legislation that may affect the town, as well as enforcing the Town's Code of Ordinances. The primary attorney and attorneys supporting this Proposal, are qualified by experience, skill and expertise on all areas of complex local government law, including:

- Procurement/Administrative Law
- Commercial Litigation
- Election Law
- City, County, Local Government Law
- Ad Valorem Taxes
- Public Infrastructure, Franchise Law
- Economic Development/Redevelopment Law
- Land Use and Zoning Law
- Development, Impact Fees
- Platting, Migration and Agreements
- Charter Review, Amendments and Ballot Preparation
- Legislative Drafting, Governmental Policies and Procedure
- Legislative and Executive Analysis
- Code Enforcement, Business Compliance
- Eminent Domain/Inverse Condemnation
- Police/Constitutional Issues
- Telecommunications
- Federal, State Grant Regulations
- Government-in-the-Sunshine Law, Public Records, Ethics for Public Officers

Except as the excluded items referenced in the Cover Letter, Shutts shall also perform the legal services and provide representation in the following matters described in section 3.3 of the RFP:

- Items 1-15, 17-19 (pages 11 and 12).

- Additional services include procurement and contracting services; Items 1-11 (page 12).
- Other Legal Services; Items 1-4, 6, and 8-11 (page 13).

D.2 APPROACH METHODOLOGY FOR REPRESENTATION AS TOWN ATTORNEY. The 21st century demands of both global and local/regional competitive forces require an “all hands-on deck” approach for improving the quality of life of Town residents and building a sustainable path to long-term growth. To that end, Shutts believes that the expertise and role of the Town Attorney should be a working, engaged, and proactive team member and resource to the Town Council and Town Manager. Fundamentally, our core approach as the Town attorney is to establish a working attorney-client relationship driven by the Firm’s historic reputation for providing superior and cost efficient, mission-driven legal representation, underscored by several key principles of value-added service:

- The Mayor and Town Council are the only public policy makers for the Town.
- The Town Attorney will align with the policy and vision of the Town Council.
- A clear understanding of the Town’s legal challenges and opportunities.
- Established positive track record of local government attorney-client relations, high ethical standards, effective communications, time management, and responsiveness to the client.
- Extensive inter-agency expertise and experience as between city, county, and local, and state public agencies, including close working relationships with Florida Department of Transportation, School Districts of Miami-Dade and Broward County, Miami-Dade County Commission, City of Miami, City of Miami Beach, Florida Department of Economic Opportunity, Office of the Governor, and other municipal and regional governments throughout South Florida and the State.
- Extensive working relationships in the South Florida private industry sectors relating to banking, finance, insurance, real estate and economic development, commercial and business transactions.
- Strong roots in the business, civic and cultural life of the communities served by the Town, as well as a deep commitment to cultural and workforce diversity.

D.3 PROPOSED TOWN ATTORNEY AND SUPPORT ATTORNEYS. Shutts proposes Sidney C. Calloway, B.C.S., as the Town Attorney. Mr. Calloway is a partner and Co-Chair of the Firm’s Government Law Practice Group. He is a Florida Bar Board Certified

Specialist in Civil Trial Law, a distinction accorded to less than 2% of Florida's lawyers and has been a Martindale-Hubbell AV[®] rated attorney for well over 15 years. Mr. Calloway currently serves as City Attorney for another municipality, and also represents several other municipalities and public agencies on a host of public interest matters involving local economic development and redevelopment. Over the past 32 years, he has served as lead trial counsel in more than 120 complex jury trials involving real estate, land use and zoning, eminent domain, CERCLA, and telecommunications and construction defects. As the Town Attorney, Mr. Calloway will be the primary provider of legal counsel and representation to the Town Council, however he will be supported by Suzanne Driscoll, another Firm partner with 30 years of litigation and expertise in representing local government, as the proposed Assistant Town Attorney. As additional support to Mr. Calloway and Ms. Driscoll several other Firm partners and associates that have been selected on the basis of their individual practice expertise and availability to provide high quality legal representation to the Town. Mr. Calloway will have primary responsibility to assign, manage and supervise all Town matters to other members of the Shutts support team on an as needed basis.

Mr. Calloway will be principally responsible for representing the Town Council at meetings, including workshops, committees or other meetings as requested by the Town Council or the Town Manager. His primary role is to provide legal counsel to the Town Council on legislative matters, which may include appropriate legal advice, counsel or written legal opinions as requested.

When formally authorized, Mr. Calloway will prosecute and defend the Town on civil complaints, suits, or controversies in which the Town is named as a party. He may also represent a Town employee or elected official named in the lawsuit as a result of the execution of such employee's or elected official's performance of duties on behalf of the Town. Mr. Calloway shall be responsible for drafting and/or reviewing ordinances, resolutions, agreements, charter amendments, correspondence, and such other legal documents as may be necessary to promote and protect the Town's legal interest. If necessary, Mr. Calloway will also attend the Town's Planning and Zoning meetings and/or workshops and will provide limited legal consultation on specifically designated Town insurance matters.

At the direction of the Town Manager, Mr. Calloway will also provide legal representation, advice or opinions on matters pertaining to the official duties of Town staff. This specifically includes all real estate acquisition matters pertaining to

the review and preparation of deeds easements and title searches. Overall Mr. Calloway will provide legal analysis and review of a given scenario in which the laws, regulations or rules can reasonably be construed impact the Town's interests, or such other legal research upon the request of a member of the Town Council or Town Manager, (including other Town Staff), or other Town constituted advisory boards or committees, provided such request is coordinated through the Town Manager.

D.4 APPROACH FOR TRANSITION TO TOWN ATTORNEY. The critical aspects of a transition of the Town Attorney's professional legal services responsibilities from the current Town Attorney to Shutts is essentially two-fold. First, the transfer of all ongoing legal work with minimal disruption to the Town's day-to-day operations and legal interests. To accomplish this objective, Shutts strongly recommends that the incumbent Town Attorney be required to provide the Town with (a) a written document identifying all present and past attorney-client matters, including date of origin, matter type and description of work involved, closing date (if any), opposing counsel (if any), and identification of the matter as either an active litigation, non-active litigation, or non-litigation client matter; (b) a written status memorandum for each active client matter, which sufficiently describes the matter and procedural history, identification of all substantive legal and factual issues, identification of any critical deadlines and court orders; and (c) cooperation for the timely and orderly transfer of all client matter files/documents prior to formal departure/substitution date. For each active-litigation matter requiring a court approval for substitution of counsel, the incumbent Town Attorney should be directed to cooperate, prepare, and execute a joint motion stipulating to substitution of counsel, including executed client consent form, and the proposed order.

Second, Shutts further recommends that the incumbent Town be directed to meet and confer with Shutts to discuss the transfer of the Town's client matters, including any currently pending or threatened litigation relating to the Town.

D.5 TRANSITION APPROACH TO HANDLING CURRENT CASE AND MATTERS. For each of the practice areas identified and referenced in the Firm's Description of Proposed Professional Legal Services, Shutts proposes a highly trained, experienced partner to jointly maximize the opportunity for successfully achieving specific client objectives. This approach is used thousands of times per year to the benefit of our current public sector and private industry clients. We will not reinvent the wheel but rather focus on responding timely and efficiently to meet the needs of the Town with the highest

quality legal services. Following the selection of the Firm as the Town Attorney and transition process, Mr. Calloway will work expeditiously to accomplish the following:

- Coordinate the preparation of all internally assigned matter files by Town Department service areas, and designate assignment of such cases or matters to the specific Firm attorney assigned to support this representation;
- Assignments to Firm attorneys will further be immediately subjected to an additional follow-up analysis and case/matter assessment, all of which will be reviewed by the Town Attorney;
- For all non-litigation matters, the Town Attorney will, after a final status communication from the incumbent Town Attorney, follow up such communication with an initial assessment by the Town Attorney, or the assigned attorney;
- For all legal matters, the Town Attorney will endeavor to be personally accessible, timely and prompt in responding to the Town Council and the Town Manager. Mr. Calloway will be exclusively responsible for managing, supervising and ensuring the timely and faithful performance of all assignments relating to the Town legal needs. He is available to the Town Council and Town Manager on reasonable notice 24/7.

D.6 PLAN TO ENHANCE VALUE WITH PROACTIVE TRAINING WORKSHOPS AND SEMINARS. At the earliest opportune time, the Town Attorney will confer with the Town Manager to identify specific areas of interests and assess the need to conduct formal or informal in-service training or workshops to enhance the Town Council and Town staff's knowledge and job-related performance. Such workshop and seminars include such topics as:

- Florida Public Records and Government in the Sunshine
- Florida Ethics Law for Public Officials
- Florida Ethics Code of for Public Officers and Employee
- Town Council and Staff Role and Responsibilities in Quasi-Judicial Proceedings
- Effective Code Enforcement

During the ongoing course of this representation the Town Attorney will provide the Town Council, Town Manager and Department Staff with such written or other electronic materials as may be deemed pertinent to the interests of each.

E. QUALIFICATIONS INFORMATION AND ASSIGNED SUPPORT ATTORNEYS.

E.1 RESUME FOR SIDNEY C. CALLOWAY-PROPOSED TOWN ATTORNEY



SIDNEY C. CALLOWAY, B.C.S.

Partner
Board Certified, Civil Trial Law
SCalloway@shutts.com
Phone: 1-954-847-3833
Fax: 954-888-3063

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Sidney C. Calloway, Esquire is a partner at Shutts & Bowen LLP and Co-Chair of the Government Law Practice Group. A longtime Martindale-Hubbell AV[®]-rated lawyer, Sidney is a Leadership Florida Cornerstone XXX member and is a Florida Bar Board Certified Specialist in Civil Trial Law, a distinction accorded to less than 2% of Florida's lawyers. His practice includes complex, high-exposure litigation, with expertise in eminent domain and land use and zoning matters. Sidney is the Chair of the Urban League of Broward County and currently serves on the Board of Directors for the Port Everglades Association and the BB&T/Trust Bank Advisory Board. He is a former Vice-Chair of the Florida Transportation Commission and member of the Judicial Nominating Commission for the Seventeenth Judicial Circuit for Broward County, Florida.

Sidney has been recognized by *Florida Super Lawyers* in Civil Litigation Defense. He focuses his practice in complex, high exposure commercial litigation in state and federal court. He represents private sector clients and public agencies and has served as lead counsel in more than 120 complex jury trials involving real estate, land use and zoning, eminent domain, CERCLA, and telecommunications and construction defects. Mr. Calloway also provides legal counsel to counsels corporate and other commercial clients on governance matters, risk management, compliance and governmental affairs matters with state, regional and local government agencies.

EDUCATION

- Washington University, St. Louis, J.D., 1988
- Florida State, B.A., 1985

PRACTICE AREAS

LITIGATION
EMINENT DOMAIN/ INVERSE
CONDEMNATION
LAND USE AND ZONING
GOVERNMENT LAW

INDUSTRIES

REAL ESTATE
LOCAL, COUNTY AND
GOVERNMENT

BAR ADMISSIONS

FLORIDA

COURT ADMISSIONS

- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida
- U.S. District Court for the District of Columbia

PROFESSIONAL AND CIVIC ACTIVITIES

- National Bar Association
- Broward County Bar Association
- T.J. Reddick Bar Association Former Chair, Greater Fort Lauderdale Chamber of Commerce
- Former Chair, Committee on Transportation & Infrastructure, Greater Fort Lauderdale Chamber of Commerce
- Vice Chair, Board of Directors, Early Leaning Coalition of Broward County
- Regional Business Alliance
- State Commissions on Legislative Reform of Judicial Administration

ACCOLADES

- Martindale-Hubbell AV® Preeminent™ Rated, 5.0 out of 5.0
- Florida's Trailblazers and First Black Lawyers, Volume II
- South Florida's Most Powerful and Influential Black Leaders in Business and Industry, *Legacy South Florida*, 2017
- Distinguished Service Award, Delta Sigma Theta, 2010
- Onyx Award for community service, *Onyx Magazine*, 2008
- Margaret Roach Humanitarian Award, Urban League of Broward County, 2007

PRESENTATIONS

- *Black Excellence*, Keynote Address, Young Professionals Network, Urban League of Broward County (June, 2020)
- *Leveraging Productivity in a Down Economic Market, a Guide for Law Firm Associates* (May 2020)
- Panelist, *The Path to Partnership*, Mentoring Program Panel, Nova Southeastern University, Shepard Broad College of Law (November 2, 2018)
- Speaker, *What Are You Selling: A Lawyer's Guide for Business*

Development, Broward County Bar Association Raising the Bar Family Law Seminar (April 13, 2018)

- Speaker, *What Are You Selling: A Professional's Guide to Business Development* (2018)
- Speaker, *Double Discrimination: The Adversity Faced by Female Minority Attorneys and How to Stop It*, Broward County Bar Association Young Lawyers Section, Annual Diversity Luncheon (February 8, 2018)
- Moderator, Economic Development: Small Business Big Impact panel, Urban League of Broward County Stakeholder Meeting (November 14, 2016)

E.2 RESUME FOR SUZANNE DRISCOLL- PROPOSED ASSISTANT TOWN ATTORNEY



SUZANNE M. DRISCOLL

Partner

SDriscoll@shutts.com

Phone: 1-954-847-3825

Fax: 954- 888-3077

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Suzanne M. Driscoll is a partner in the Government Law Practice Group at Shutts & Bowen LLP. She received her B.A. in Sociology in 1986 and her Juris Doctorate in 1989, both from the University of Miami. Suzanne is a Martindale-Hubbell AV Preeminent Rated 5.0 litigator whose experience includes more than 50 jury trials.

Since 1998, Suzanne has been in private practice with the Law Firm of Shutts & Bowen LLP where she has represented a host of public and private clients in condemnation matters. In addition to the Florida Department of Transportation, her more recent governmental clients include the Central Florida Expressway Authority and Osceola County. She and her partners recently completed the acquisition of more than 600 property interests necessary for the construction of the 25 mile Wekiva Parkway through Orange and Lake Counties. Her private client list includes national drug and restaurant chains as well as small privately

PRACTICE AREA

GOVERNMENT LAW
EMINENT DOMAIN/INVERSE
CONDEMNATION

BAR ADMISSIONS

FLORIDA

owned businesses.

In addition to her trial expertise, Suzanne is also experienced in appellate work. She has both defended and prosecuted appeals in condemnation cases.

Community and Professional Involvement

Suzanne has a long history of mentoring students and young lawyers. For more than 5 years, she served as the Mock Trial and Moot Court "coach" for Fort Lauderdale High School's Law Magnet Program. More than 10 of her former students are either in law school or have graduated and become attorneys. She recently served on the Board of Directors for HANDY (Helping Abused Neglected Disadvantaged Youth) where she chaired the Scholars' Committee raising hundreds of thousands of dollars for college scholarships for students in foster care.

EDUCATION

- University of Miami School of Law, J.D., 1989
- University of Miami, B.A., Sociology, 1986

COURT ADMISSIONS

- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida

PROFESSIONAL AND CIVIC ACTIVITIES

- Florida Supreme Court Certified Circuit Mediator
- Florida Bar Association, Eminent Domain Committee
- Association of Eminent Domain Professionals
- Broward County Bar Association
- Orange County Bar Association

RECOGNITION

- Martindale-Hubbell AV® Preeminent Rated, 5.0 out of 5.0

PRESENTATIONS

- Speaker, Continuing Legal Education (CLE) International

IN THE NEWS

- Quoted in Miami New Times article: ["Keys residents say FDOT is](#)

stealing their land and threatening their unique vibe,” August 12, 2015

- Quoted in Keys News article: “Business owner files suit over road dispute,” March 4, 2015
- Quoted in The Florida Bar News article: “Lawyer-run program for foster children alters lives,” September 1, 2014

E.3 RESUMES FOR SUPPORT ATTORNEYS. The team of partners and associates who will perform on assignment from Mr. Calloway on a matter specific basis and their relevant practice area are identified as follows:

- **SIDNEY C. CALLOWAY**, Land Use and Zoning, Government Law and Civil Trial Law
- **SUZANNE DRISCOLL** – Government Law, Litigation, Land Use and Appellate Law
- **BRENDAN A. BARRY** – Real Estate, Leasing, Commercial Finance
- **MIRANDA LUNDEEN SOTO** – Civil Trial Litigation
- **DAVID COVIELLO** - Land Use and Zoning
- **JOSEPH M. GOLDSTEIN** – Government Law, Administrative Law, Procurement
- **ROCHELLE HALL** – Local Government Law, Business Litigation
- **JODI-ANN TILLMAN** – Local Government Law, Intellectual Property Rights
- **DANIEL R. LAZARO** – Insurance and Constitutional Rights Claims
- **JOSH RUBIN** – Business and Commercial Litigation
- **DEBORAH A. GETZOFF** – Real Estate, Environmental Law
- **BRITTANY BUSTILLO** – Real Estate and Telecommunication Leasing
- **KADEEM RICKETTS** – Corporate Finance, Health Law
- **DANA GOLDMAN** – Real Estate and Development
- **DOUGLAS M. KRAMER** – Civil Litigation, Dispute Resolution
- **JAMIE B. WASSERMAN** – Business Litigation, Ad Valorem Challenges, Health Law

E.4 LAW FIRM BUSINESS LICENSES AND ATTORNEY BAR NUMBERS. Please see Section H (Enclosed Forms) for copies of licenses issued to the Firm as a business entity. The City of Tallahassee does not require said certificates from the Firm, and is therefore not included.

Included below are The Florida Bar Numbers of the primary and support attorneys:

- **SIDNEY C. CALLOWAY, PROPOSED TOWN ATTORNEY – 0790982**
- **SUZANNE DRISCOLL, PROPOSED ASSISTANT TOWN ATTORNEY – 827797**
- **BRENDAN A. BARRY – 33545**
- **MIRANDA LUNDEEN SOTO – 63963**
- **DAVID COVIELLO – 11825**
- **JOSEPH M. GOLDSTEIN – 820880**
- **ROCHELLE HALL – 1018573**
- **JODI-ANN TILLMAN – 1022214**
- **DANIEL R. LAZARO – 99021**
- **JOSH RUBIN – 114124**
- **DEBORAH A. GETZOFF – 237655**
- **BRITTANY BUSTILLO – 84919**
- **KADEEM RICKETTS – 1015694**
- **DANA GOLDMAN – 784478**
- **DOUGLAS M. KRAMER – 243086**
- **JAMIE B. WASSERMAN – 68513**

E.5 STATEMENT ON POTENTIAL CONFLICTS OF INTEREST. Neither Mr. Calloway nor the Firm has a potential or actual conflict that would materially limit or impede his or the Firm's ability to serve as the Town Attorney.

E.6 ADDITIONAL PARTNERS AND ASSOCIATES RESUMES.



BRENDAN ALOYSIUS BARRY

Partner

BBarry@shutts.com

Phone: 1-954-847-3884

Fax: 954-524-5506

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Brendan Aloysius Barry is a partner in the Ft. Lauderdale office of Shutts & Bowen LLP, where he is a member of the Real Estate Practice Group.

A Martindale-Hubbell AV® rated attorney, Brendan has been recognized by *Florida Super Lawyers* in Mergers and Acquisitions and is Florida Bar Board Certified in Real Estate.

He represents owners, developers and lenders in the acquisition, development, finance, leasing and disposition of corporate assets and commercial real estate and has extensive experience in securitized lending, syndications, workouts, restructures, and foreclosures.

As a member of the Board of Directors of the Port Everglades Association, Brendan regularly consults port-related businesses and business owners in commercial matters. He is also a member of the Boys and Girls Club of Broward County, and a member of the Off-Road Vehicle Advisory Committee of the Big Cypress National Preserve and a past member of the Audit Committee of the Broward County School Board.

PRACTICE AREA

COMMERCIAL LENDING
CUBA TASK FORCE
REAL ESTATE
HOSPITALITY
CORPORATE

INDUSTRIES

REAL ESTATE
FINANCIAL SERVICES
CONSTRUCTION
CARGO/PORT SERVICES

BAR ADMISSIONS

FLORIDA
MAINE

EDUCATION

- New York Law School, J.D., 1994
- Florida Atlantic University, B.A., 1991

COURT ADMISSIONS

- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida
- U.S. Supreme Court

PROFESSIONAL AND CIVIC ACTIVITIES

- Board Member, Fish Florida
- Board Member, Port Everglades Association
- Broward County School Board
 - Audit Committee (2014-2019)
- New York Law School, Board of Directors, Alumni Association
- Off-Road Vehicle Advisory Committee, Big Cypress National Preserve

RECOGNITION

- Florida Bar Board Certified in Real Estate
- Martindale-Hubbell AV® Rated
- *Best Lawyers in America*®, Real Estate Law, 2018, 2019, 2020
- *Florida Super Lawyers*, Mergers & Acquisitions, 2009

PUBLICATIONS

- "[South Florida Should Urge Passage of Water Resources Bill to Help Port Everglades](#)," *Daily Business Review*, July 25, 2016
- "[Running Doesn't Just Promote Health; It Advances Networking](#)," *Daily Business Review*, February 5, 2016
- "[Questions to Ask in Getting Ready for a Post-Panamax World](#)," *Daily Business Review*, November 23, 2015
- "[Keep your eyes on Cuba as big business comes to Port Everglades](#)," *Sun-Sentinel*, August 25, 2015



MIRANDA LUNDEEN SOTO

Partner

MLundeenSoto@shutts.com

Phone: 1-305-347-7326

Fax: 305-347-7985

200 South Biscayne
Boulevard, Suite 4100
Miami, FL 33131

Miranda Lundeen Soto is a partner in the Miami office of Shutts & Bowen LLP, where she is a member of the Business Litigation Practice Group.

Miranda is Florida Bar Board Certified in Civil Trial Law and has tried more than 50 cases, bench and jury trials. Her practice includes from commercial and business disputes, professional and legal malpractice claims, product liability, complex fraud matters, public policy matters, cases of first impression, high-stakes personal injury cases, franchisee/franchisor litigation, trust and estate litigation and premises liability at the state and federal levels.

Miranda began her career as an Assistant State Attorney in the Miami-Dade County State Attorney's office. Miranda was Lead Counsel for Allstate's Miami and Ft. Myers legal offices.

For a list of Miranda's Representative Matters, please click [here](#).

EDUCATION

- Drake University School of Law, J.D., 2002
- University of Alabama, B.A., 1998

PROFESSIONAL AND CIVIC ACTIVITIES

- Judicial Nominating Commission, Commissioner for 11th Judicial Circuit (July 1, 2019-July 1, 2023)
- Drake Law School Board of Counselors
- American Board of Trial Advocates (ABOTA)
 - National Board Representative, Miami Chapter
- Federalist Society, Miami Chapter
- League of Prosecutors, Miami Chapter
- The Florida Bar, Grievance Committee Member (2016-2019)

PRACTICE AREA

LITIGATION

BAR ADMISSIONS

FLORIDA

COURT ADMISSIONS

U.S. DISTRICT COURT FOR THE
MIDDLE DISTRICT OF FLORIDA

U.S. DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

- Claims and Litigation Management Alliance, Insurance Fraud Committee
- Dade County Bar Association
 - Board of Directors
- Defense Research Institute
- Florida Association for Women Lawyers
- American Bar Association
 - Faculty Member
 - Section of Litigation
 - Professional Liability Litigation Committee
 - Attorney's Liability Subcommittee, Co-Chair
- International Association of Defense Counsel
- Federation of Defense & Corporate Counsel
 - Trial Masters Program, Vice-Chair, 2018-2019
 - Trial Tactics, Practice and Procedures, Vice-Chair, 2018-2020
 - Products Liability, Vice Chair, 2019-2020
 - Membership State Representative from Florida, 2018-2020
- Judge for *Legal Eagle* mock trial, University of Miami (2014)

RECOGNITION

- Board Certified in Civil Trial, The Florida Bar
- Technology Master Advocate, FDCC
- Women of Distinction, "Legal Maverick Award for 10-30 Years in Practice Group," Dade County Bar Association (2018)
- *The Best Lawyers in America*
- AV Preeminent, Martindale-Hubbell®
 - AV Preeminent, Judicial Edition
- Top Up & Comer, *South Florida Legal Guide* (2015-2018)
- Rising Star, *Super Lawyers* (2010, 2012-2016)
- "Legal Lion," *Law360* (2015)
- *The Legal 500* (2015)
- Nominated Finalist, Claims and Litigation Management Alliance for Outside Counsel of the Year Award (2014)
- Miami's Top 10 Litigators, Dade County Bar Association (2013)
- Recognition by *American Registry* (2011-2018)
 - American's Most Honored Professionals (2015-2018)
- Florida Trend, Florida Legal Elite, Civil Trial (2011, 2016-2019)
- Legal Luminary Award, "Top Legal Malpractice Attorney," Dade County Bar Association (2017)



DAVID J. COVIELLO

Partner

DCoviello@shutts.com

Phone: 1-305-415-9437

200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131

David Coviello is a partner in the Miami office of Shutts & Bowen LLP, where he is a member of the Land Use & Zoning Practice Group.

David assists developers, property owners and other clients in obtaining approval of zoning and land use permits for their projects. He handles real estate development and zoning matters, including complex, comprehensive planning issues, development agreements for large-scale mixed-use projects, zoning and land use due diligence, as well as code compliance and licensing matters.

David is experienced in working with municipalities, planning commissions, and city councils. He served as the mayor of the Village of Biscayne Park, having received the highest number of votes in his first municipal election. David previously served as a law clerk to Chief Justice Francis M. McDonald of the Supreme Court of Connecticut, and is also a member of the Connecticut Bar.

EDUCATION

- Vermont Law School, J.D., 1999
- University of Connecticut, B.S., Natural Resource Management and Engineering, 1996

PROFESSIONAL AND CIVIC ACTIVITIES

- Village of Biscayne Park Mayor (Commissioned December 2013 - December 2016)
- Miami Theater Center Board of Directors
- Greater Miami Shores Chamber of Commerce Board of Directors
- Miami-Dade County League of Cities, Annexation and Incorporation Task Force

PRACTICE AREA

LAND USE AND ZONING
REAL ESTATE

INDUSTRIES

REAL ESTATE
HOSPITALITY

BAR ADMISSIONS

FLORIDA
CONNECTICUT



JOSEPH M. GOLDSTEIN

Partner

JGoldstein@shutts.com

Phone: 1-954-847-3837 (Ft. Lauderdale) 1-850-241-1717 (Tallahassee)

Fax: 954-888-3066

215 South Monroe Street, Suite 804
Tallahassee, FL 32301

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Joseph M. Goldstein is the Managing Partner of the Fort Lauderdale office of Shutts & Bowen LLP, where he is a member of the Business Litigation Practice Group. Joseph also practices out of the Tallahassee office.

A Martindale-Hubbell AV® rated attorney, Joseph is among the less than one percent of attorneys who are Florida Bar Board Certified in Business Litigation. He has been recognized as a "Lawyer of the Year" by *Best Lawyers in America*®, listed as a "Power Leader" by *South Florida Business Journal* as well as the "Top Lawyers in South Florida" by *South Florida Legal Guide*. Joseph regularly represents defense companies, technology firms, construction firms and government service providers in their business disputes and government bid protests. His practice focuses on business litigation; government contracts, including bid protests; litigation involving non-competition agreements; and real estate related disputes.

A former Assistant General Counsel for the federal government, Joseph has experience in government contracting law and is well known within local and state procurement divisions. He has also been a part-time hearing officer for Broward County for bid protests and debarment hearings under the Broward County Procurement Code. He is a former member of the City of Plantation Planning & Zoning Board. The American Bar Association's Public Contract Law Section appointed Joseph to Vice-Chair of the State and Local Procurement Division.

PRACTICE AREA

LICENSING
GOVERNMENT CONTRACTS
LITIGATION
CONSTRUCTION
ADMINISTRATIVE LAW AND
LICENSING
HEALTH LAW & LIFE SCIENCES

BAR ADMISSIONS

FLORIDA

EDUCATION

- Georgetown University Law Center, LL.M., Tax, with distinction, 1994
- Nova University, J.D., *magna cum laude*, 1989

- Cornell University, B.S., Urban and Regional Studies, 1986

COURT ADMISSIONS

- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Northern District of Florida
- U.S. Tax Court
- U.S. Court of Federal Claims

PROFESSIONAL AND CIVIC ACTIVITIES

- American Bar Association
 - Vice Chair, Past or Present State and Local Procurement Division
 - Vice Chair, State and Local Bid Protest Committee
 - Co-Chair, State Law Database Coordination
- Broward County Bar Association
 - Board Director
 - Bench and Bar Committee Member
- Former Chair, Florida Bar 17th Judicial Circuit Grievance Committee "D"
- Former Chair, Leadership Broward Foundation
- Board Director, Broward Public Library Foundation
 - Former Chair
- Board Director, Broward Workshop
 - Co-Chair, Business Advocacy Committee
- Board Director, Friends of WLRN
 - Second Vice Chair

RECOGNITION

- Florida Bar Board Certified in Business Litigation
- Martindale-Hubbell AV® Preeminent Rated, 5.0 out of 5.0
- *South Florida Business Journal*, Power Leaders 250, 2019
- *South Florida Business Journal*, Power Leaders, 2018
- *South Florida Business Journal*, Power Leaders in Law, 2017
- *South Florida Business Journal*, Power Leaders in Law & Accounting, 2016
- *Best Lawyers in America®*, Administrative Law, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020
- *Best Lawyers in America®*
 - Administrative/Regulatory Law "Lawyer of the Year" 2014
 - Administrative/Regulatory Law, 2020

- *South Florida Business Journal*: "Power Leader" in South Florida, 2014
- *South Florida Legal Guide*, "Top Lawyers," 2007-2019
- *Florida Super Lawyers*, Business Litigation, 2006, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2019
- *Florida Trend's Legal Elite*, 2014, 2017, 2019

PUBLICATIONS

- Author, Practitioner Insights, "Government Employee May be qui tam Relator Under Federal but not State False Claims Act"
- Florida State Procurement Handbook
- Author, Chapter on Florida Procurement Law, American Bar Association, Section of Public Contract Law, "Guide to State Procurement, a 50-State Primer on Purchasing Laws, Processes and Procedures."
- Government Contracts Update - Changes to Broward County Bid Protest Rules: The Good, The Bad, and The Ugly



ROCHELLE A. HALL

Associate

RHall@shutts.com

Phone: 1-305-347-7320

Fax: 305-415-9841

200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131

Rochelle A. Hall is an attorney in the Miami office of Shutts & Bowen LLP, where she is a member of the Business Litigation practice group. Rochelle focuses her practice on business litigation and insurance matters.

PRACTICE AREA

COMMERCIAL & BUSINESS
LITIGATION

Rochelle has experience representing insurance carriers and other corporations in trial and appellate matters. She focuses on representing insurance carriers throughout the litigation process related to coverage, liability, and bad faith claims. Rochelle has experience in the use of social media and online content in the defense and prosecution of litigation and representing clients utilizing insurance carriers for liability coverage.

While in law school, Rochelle was an Executive Notes Editor for the *Global Studies Law Review* as well as the Professional Development Chair for the Black Law Student's Association. Outside of her practice, Rochelle is dedicated to volunteering with nonprofit organizations and supporting diversity in the legal field.

EDUCATION

- Washington University School of Law, J.D., 2019
 - 1L/LLM Client Interviewing and Counseling Competition, Winner
 - Negotiation Competition, Winner
 - Washington University Global Studies Law Review, Executive Notes Editor
- Florida State University, B.S., Economics, Philosophy, *magna cum laude*, 2016

COURT ADMISSIONS

- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Northern District of Florida



JODI-ANN TILLMAN

Associate

JTillman@shutts.com

Phone: 1-561-671-5822

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Jodi-Ann Tillman is an attorney in the Fort Lauderdale office of Shutts & Bowen LLP, where she is a member of the Intellectual Property practice group.

Jodi concentrates her practice in the areas of copyright and trademark transactional work; trademark counseling and strategy, clearance, prosecution and enforcement; and the management of multi-national trademark portfolios in a wide range of industries. In addition, she represents clients in intellectual property disputes before the U.S. Trademark Trial and Appeal Board, in domain name disputes, and in federal court litigation.

PRACTICE AREA

LOCAL GOVERNMENT LAW
INTELLECTUAL PROPERTY
RIGHTS

BAR ADMISSIONS

FLORIDA

EDUCATION

- Nova Southeastern University, Shepard Broad College of Law, J.D., cum laude, 2020
 - ILSA Journal of International and Comparative Law, Articles Editor
 - Federal Bar Association NSU Chapter, Chair
 - Research Assistant for Professor Areto Imoukhuede, Constitutional Law
- Nova Southeastern University, Huizenga College of Business & Entrepreneurship, M.B.A., 2013
 - Graduate Student Government Association, Business Program Senator
- Nova Southeastern University, B.S., Legal Studies, 2011
 - Phi Alpha Delta Pre-Law Society



DANIEL R. LAZARO

Senior Associate

DLazaro@shutts.com

Phone: 1-305-347-7377

Fax: 305-347-7878

200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131

Daniel R. Lazaro is a senior associate in the Miami office of Shutts & Bowen LLP, where he is a member of the Insurance Practice Group.

Dan concentrates his practice on complex insurance coverage and civil litigation cases. Throughout his career, Dan has successfully represented clients in areas such as property, casualty, collateral protection, life, disability, ERISA, professional liability, directors and officers, commercial general liability, employment practices liability, and automobile. His representative experience includes representing government officials, prison personnel, and police officers in the defense of constitutional rights claims, a Fortune 200 energy company in multiple wrongful death actions, a foreign corporation seeking to collect a judgment, and an individual in a code enforcement hearing.

Dan interned with Senior United States District Judge Paul C. Huck in Miami and the Florida Department of Health Regional General Counsel's Office in Gainesville. During law school, he served as Vice President of the Florida Moot Court Team, when he received numerous awards for brief writing, oral advocacy, and contributions to the team.

EDUCATION

- University of Florida Levin College of Law, J.D., 2012
- University of Miami Business School, B.B.A., Business Administration, *cum laude*, 2009

PROFESSIONAL AND CIVIC ACTIVITIES

- The University of Florida Law Alumni Council

PRACTICE AREA

INSURANCE

COURT ADMISSIONS

U.S. DISTRICT COURT FOR THE
MIDDLE DISTRICT OF FLORIDA

U.S. DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

U.S. DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA

U.S. COURT OF APPEALS FOR THE
ELEVENTH CIRCUIT



JOSH A. RUBIN

Associate

JRubin@shutts.com

Phone: 1-954-847-3873

Fax: 954-527-7917

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Josh A. Rubin is an associate in the Fort Lauderdale office of Shutts & Bowen LLP, where he is a member of the Business Litigation Practice Group.

Josh focuses his practice in the areas of business, banking, real estate and healthcare. He has represented small businesses, individuals and Fortune 500 companies in various commercial matters, including real estate disputes, business torts, contract disputes, and healthcare issues.

PRACTICE AREA

COMMERCIAL AND BUSINESS
LITIGATION

BAR ADMISSIONS

FLORIDA

EDUCATION

- University of Florida Levin College of Law, *cum laude*, 2014
 - Articles Editor, Florida Law Review
 - Teachers Assistant, Legal Research and Writing, Appellate Advocacy
- University of Florida, B.S., Finance, *cum laude*, 2010

COURT ADMISSIONS

- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Southern District of Florida

PROFESSIONAL AND CIVIC ACTIVITIES

- Orange County Bar Association Young Lawyers Section
- Urban Land Institute Young Leaders Group, *Co-Chair*, *Crowdfunding Speaker Series*
- Orlando Health Foundation Young Philanthropists, *Chairman*, *Winnie Palmer Hospital*



DEBORAH A. GETZOFF

Partner

DGetzoff@shutts.com

Phone: 1-813-227-8136

Fax: 813-227-8236

4301 West Boy Scout Boulevard, Suite 300
Tampa, FL 33607

Deborah Getzoff is a partner in the Tampa office of Shutts & Bowen LLP, where she is a member of the Real Estate Practice Group.

Deborah has more than 35 years of environmental and administrative law experience in both the private and public sectors.

She has had extensive experience representing developers, hotels, beach communities and condominiums in the permitting of land development projects, beach and coastal construction/protection projects, and marinas before state and federal environmental agencies. Deborah has negotiated issuance of state and federal permits for large-scale developments involving impacts to wetlands, water quality and endangered and threatened species. She has obtained permits and state lands approvals for hotels, beach construction, coastal protection structures, and marina projects.

Deborah served as Director of The Florida Department of Environmental Protection's Southwest District Office from 1999-2011 where she managed permitting and compliance activities for Water, Waste, Air and Environmental Resource wetland programs in a twelve-county area. She had previously served as Deputy General Counsel for Permitting at the Florida Department of Environmental Protection.

EDUCATION

- University of Florida-Levin College of Law, J.D., 1977
- Indiana University, B.A., 1973

COURT ADMISSIONS

- U.S. District Court for the Middle District of Florida

PRACTICE AREA

LICENSING
REAL ESTATE
ENVIRONMENTAL
ADMINISTRATIVE LAW AND
LICENSING

INDUSTRIES

REAL ESTATE
GOVERNMENT

BAR ADMISSIONS

FLORIDA

PROFESSIONAL AND CIVIC ACTIVITIES

- The Florida Bar
 - Environmental and Land Use Law Section, Member
 - Administrative Law Section, Member
- The American Bar Association
 - Section of Environment, Energy and Resources, Member
- Tampa Bay Watch, Inc.
 - Member, Advisory Board
- City of Tallahassee-Leon County Board of Adjustment and Appeals
 - Chairperson, 1991-1994

PRESENTATIONS

- Florida Shore & Beach Preservation Association, 62nd Annual Conference, 2019: "Coastal Law Update: Case & Final Orders Concerning Florida Beaches"
- Florida Chamber Annual Environmental Summer School, 1986-2019
 - "FDEP Regulatory Update"
 - "Coastal Construction Control Line Permitting"
 - "Federal Wetlands Permitting"
- American Bar Association Webinar, May 2015: "Looking Out to Sea: Resurging Interest in Seawater Desalination Projects Face the Twin Specters of Technical Challenges and Permitting Complexity"
- National Association of Environmental Professionals Annual Conference, 2014: "Implementing Numeric Nutrient Criteria"



BRITTANY BUSTILLO

Partner

BBustillo@shutts.com

Phone: 1-813-227-8180

Fax: 813-227-8236

4301 West Boy Scout Boulevard, Suite 300
Tampa, FL 33607

Brittany Bustillo is a Partner in the Tampa office of Shutts & Bowen LLP, where she is a member of the Real Estate Practice Group.

Brittany represents public and private companies and individuals in a broad range of business and real estate matters. She focuses her real estate practice on general real estate matters; property acquisition and development; commercial leasing; title insurance; and telecommunication leasing.

EDUCATION

- University of Florida College of Law, L.L.M. in Taxation, 2011
- University of Florida College of Law, J.D., 2010
- University of Florida Warrington College of Business, M.S. Accounting, 2010
- University of Florida Warrington College of Business, B.S. Accounting, 2006

PROFESSIONAL AND CIVIC ACTIVITIES

- Big Brothers Big Sisters
- Hillsborough County Bar Association

PRACTICE AREA

REAL ESTATE

COMMERCIAL LENDING

INDUSTRIES

REAL ESTATE

BAR ADMISSIONS

FLORIDA

ALABAMA



KADEEM K. RICKETTS

Associate

KadeemRicketts@shutts.com

Phone: 1-561-650-8558

Fax: 561-671-5907

525 Okeechobee Boulevard, Suite 1100
West Palm Beach, FL 33401

Kadeem Ricketts is an Associate in the West Palm Beach office of Shutts & Bowen, where he is a member of the Corporate Practice Group.

Prior to practicing law, Kadeem spent time as an Analyst at a St. Louis, Missouri-based private equity firm focused on investments in the food & beverage industry. He also worked as an Associate at an early-stage venture capital firm in St. Louis.

PRACTICE AREA

CORPORATE

HEALTH LAW & LIFE SCIENCES

PRIVATE FUNDS

BAR ADMISSIONS

FLORIDA

EDUCATION

- Washington University School of Law, J.D., 2018
 - *Washington University Jurisprudence Review*
 - Executive Articles Editor, 2016 – 2017
- Washington University Olin Business School, M.B.A., Corporate Finance, 2018
- Florida Atlantic University Honors College, B.A., Liberal Arts and Sciences, *magna cum laude*, 2014

PROFESSIONAL AND CIVIC ACTIVITIES

- Member, FAU Harriet L. Wilkes Honors College Alumni Board
- Member, American Health Lawyers Association

PUBLICATIONS

- “Creditors Beware – Bankruptcy Courts May Now Hold Creditors in Contempt,” *Daily Business Review*, 2018



DANA ROBIN GOLDMAN

Of Counsel

DGoldman@shutts.com

Phone: 1-305-347-7391

200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131

Dana Goldman is of counsel in the Miami office of Shutts & Bowen, where she is a member of the Real Estate Practice Group.

Dana represents national and regional homebuilders with the development of their condominiums and planned development communities, including covenant drafting, special disclosures, Division of Florida Condominiums, Timeshares and Mobile Homes (Condominium) and Consumer Finance Protection Bureau (Interstate Land Sales Full Disclosure Act) filings and secondary mortgage market financing.

Dana is currently serving a two-year term as Commissioner for the City of Sunny Isles Beach, Florida.

PRACTICE AREA

REAL ESTATE

INDUSTRIES

REAL ESTATE

BAR ADMISSIONS

FLORIDA

DISTRICT OF COLUMBIA

EDUCATION

- George Washington University Law School, J.D.
- Brandeis University, A.B., *magna cum laude*

PROFESSIONAL AND CIVIC ACTIVITIES

- Vice Mayor, City of Sunny Isles Beach, Florida
- Former City Commissioner, Seat 3, City of Sunny Isles Beach, Florida
- Former Chairperson, Citizens Advisory Committee, City of Sunny Isles Beach, Florida
- Board of Directors, Miami-Dade County League of Cities
- Florida League of Cities, Utilities, Natural Resources and Public Works Legislative Policy Committee

- Interim Advisory Board, American Flood Coalition
- Florida Licensed Real Estate Broker
- Florida Licensed Mortgage Loan Originator
- Member, Real Property, Probate and Trust Law Section of the Florida Bar, Condominium & Planned Development Committee
- Title Agent for Fidelity Title Insurance Company and the Attorneys Title Insurance Fund

PRESENTATIONS

- Moderator, "Condo Corruption - What is the Municipal Response?", Miami-Dade County League of Cities Best Practices Conference (October 18, 2018)



DOUGLAS M. KRAMER

Partner

DKramer@shutts.com

Phone: 1-305-379-9111

Fax: 305-347-7772

200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131

Douglas M. Kramer is a partner in the Miami office of Shutts & Bowen LLP, where he is a member of the International Dispute Resolution Practice Group.

A Martindale-Hubbell AV® rated civil litigation and trial attorney, Doug has more than 30 years of experience providing counsel and guidance to clients in a variety of disputes. He has extensive experience handling real estate, insurance and business matters, including resolving disputes involving agreements, leases, shareholder relationships, creditor's rights issues, and liens and foreclosures. He also litigates business tort claims, including those alleging fraud or misrepresentation, intentional interference with business contracts or relationships and conversion.

Doug regularly represents owners and operators of regional and outlet malls, office buildings, warehouses, multi-family developments and other real property. He has also represented business owners and managers, as well as financial institutions and other owners and servicers of commercial paper.

Prior to entering private practice, Doug was a law clerk to the Honorable Justice Arthur J. England, Jr., of the Supreme Court of Florida. He taught at the University of Miami School of Law and was a member of the *Law Review* as a law student.

EDUCATION

- University of Miami School of Law, J.D., *cum laude*
- Emory University, B.A.

PRACTICE AREA

INTERNATIONAL
DISPUTE RESOLUTION
LITIGATION

BAR ADMISSIONS

FLORIDA

RECOGNITION

MARTINDALE-HUBBELL
AV® PREEMINENT RATED,
5.0 OUT OF 5.0



JAMIE B. WASSERMAN

Partner

JWasserman@shutts.com

Phone: 1-954-847-3814

Fax: 954-527-7932

200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

Jamie B. Wasserman is a partner in the Ft. Lauderdale office of Shutts & Bowen LLP, where she is a member of the Business Litigation Practice Group.

Jamie has been recognized as a "Rising Star" in Business Litigation by *Florida Super Lawyers* and the *Daily Business Review*. She regularly represents physicians, physician group practices, and licensed healthcare facilities in business and corporate litigation and arbitration matters. She also represents developers, commercial landlords, and lenders in real estate litigation matters and partners or members of legal entities in business disputes. She is experienced in representing taxpayers in ad valorem tax challenges. Jamie is also experienced in drafting employment agreements, including non-competition and non-solicitation agreements.

While studying at Nova Southeastern University Shepard Broad Law Center, Jamie was an Associate Editor of the *Nova Law Review* and received Book Awards for Legal Research and Writing. Prior to entering law school, she interned for the Office of Senator Arlen Specter in Pittsburgh, Pennsylvania, and Washington, D.C.

EDUCATION

- Nova Southeastern University, J.D., *magna cum laude*, 2009
- University of Wisconsin, B.A., Communication Arts, 2006

COURT ADMISSIONS

- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Southern District of Florida

PRACTICE AREA

LITIGATION
HEALTH LAW & LIFE
SCIENCES

BAR ADMISSIONS

FLORIDA

PROFESSIONAL AND CIVIC ACTIVITIES

- Board of Directors, Leadership Broward Foundation, 2019-2020
- Class XXXVII, Leadership Broward Foundation
- Member, Florida Bar Health Law Section
 - Executive Council Nominating Committee
 - Chair, Young Lawyers Subcommittee
 - Co-Chair, Membership Committee/Networking Subcommittee
- Member, American Health Lawyers Association
- Former Board Member, Parent Organization for Nadel Center for Early Childhood Education, Congregation B'nai Israel
- Former Committee Member, Young Member Advisory Committee, Woodfield Country Club

RECOGNITION

- *On the Rise*, Daily Business Review, 2018
- *Florida Super Lawyers*, Rising Star, Business Litigation, 2013, 2014, 2015, 2016, 2018, 2019
- *South Florida Legal Guide*, Top Up & Comer, 2019

F. QUALIFICATIONS, EXPERIENCE AND REFERENCES.

F.1 EXPERIENCE IN MUNICIPAL AND LOCAL GOVERNMENT. Mr. Calloway represents public agency and private industry clients. He has served as lead trial counsel in well over 140 plus complex jury trials involving real estate, land use and zoning, eminent domain, CERCLA, and telecommunications and construction defects. He has been certified by the Florida Supreme Court for Mediation and alternative dispute resolution. Mr. Calloway has successfully conducted several hundred mediations and settlements on behalf of his clients. He has provided legal counsel to both municipal and other public sector clients on a broad range of local government law matters including Florida law on public records, Florida Sunshine law, open meetings, and the code of ethics for public officers and employees. He has also provided advice and workshops on the Broward County's Ordinance relating to the Code of Ethics for elected, appointed officials and public employees. Mr. Calloway has expertise on matters of code enforcement, public lien and foreclosure, community redevelopment agency (CRA), land use and zoning, risk management, regulatory compliance and organizational governance. A representative list of his local government client base includes:

PUBLIC CLIENT	REPRESENTATION SCOPE
City of Lauderdale Lakes NW 36th Street, Lauderdale Lakes, FL 33319 Attorneys Involved: Sidney C. Calloway, Suzanne Driscoll, Rochelle Hall, Jodi Tillman, Josh Rubin PHIL ALLEYNE, CITY MANAGER, CITY OF LAUDERDALE LAKES - 4300, (954) 535-2817_ PHILA@LAUDERDALELAKES.ORG	City Attorney, November 2018 to Present – Legislative advice and counsel, drafting resolution, ordinance, amendment to land development regulations, contracts, development and franchise agreement, elections services agreement, development; vendor and inter-local agreement, and document preparation; quasi-judicial proceedings; planning and zoning; opinions and interpretation of Code of Ordinance and Land Development Regulation; code enforcement and lien prosecution; litigation, legislative bill analysis, emergency orders, and municipal ordinance prosecution.
City of Tamarac - 7525 NW 88th Avenue Tamarac, FL 33321 Attorneys Involved: Sidney C. Calloway	Special Outside Counsel, 7/2017- April/2018 – Economic Development– Represent City of Tamarac in negotiating for FPL Easement Agreement and City request for use of utility easement ROW area for off-site drainage requirement for mixed use residential redevelopment project for and real estate development; land acquisition for public park expansion.

MICHAEL CERNECH, CITY MANAGER, (954) 597-3510-O; (954) 597-3520- F; Michael.cernech@tamarac.org	
City of Tamarac - 7525 NW 88th Avenue Tamarac, FL 33321 MICHAEL CERNECH, CITY MANAGER, (954) 597-3510-O; (954) 597-3520- F; Michael.cernech@tamarac.org	Special Outside Eminent Domain Counsel, 6/2019- January 2020 – Public Parks/Infrastructure- Represent City of Tamarac in acquisitions of commercial and residentially zoned parcels for expansion of public park and development of public infrastructure
City of Florida City - City Hall 404 West Palm Drive Florida City, FL 33034 Attorneys Involved: Sidney C. Calloway, Suzanne Driscoll, Jodi Tillman REGINE MONESTIME, CITY ATTORNEY, (305) 790-7710; monestime.regine@gmail.com	Special Counsel, 8/2018- Present – Represent City as in acquisition of numerous residential and commercially zoned properties need for economic development, expansion of local right of way and incentive for private affordable housing project within CRA boundaries.
City Sunny Isles Beach - Sunny Isles Beach Government Center 18070 Collins Avenue Sunny Isles Beach, FL 33160 Attorneys Involved: Sidney C. Calloway, Suzanne Driscoll, Jodi Tillman HANS OTTINOT, FORMER CITY ATTORNEY, 786) 202-1136; hottinot@rkcenters.com	Special Eminent Domain Counsel, 2/2007– 8/2016- Represent City in eminent domain acquisition in numerous parcels for public parks, pedestrian bridge facility and pedestrian right of way
Broward County Clerk of Courts – 201 SE 6th Street Fort Lauderdale, FL 33301 Attorneys Involved: Sidney Calloway, Josh Rubin, Renee Gonzalez Alison Churly-Davis, General Counsel; (954) 831-5849;	Special Counsel; 11/2016 to Present - Represent Broward Clerk of Courts in number of employment related matters; litigation defense, Chapter 86 and inter-agency disputes.

achurlydavis@browardclerk.org	
State of Florida, ACHA – 2727 Mahan Drive Tallahassee, FL 32308 Attorneys Involved: Joe Goldstein, Sidney C. Calloway	Lead Litigator, Region 2, 2/2017-5/2018 - Represented Florida Agency for Healthcare Administration in defense of bid protest of award in Statewide Medicaid Managed Care/Management Medical Assistance Procurement
City of Hallandale Beach – 400 South Federal Highway Hallandale Beach, FL 33009 Attorney Involved: Sidney C. Calloway Mayor Joy Cooper, City of Hallandale Beach (954) 457-1300-O;(954)457-1454-F; jcooper@hallandalebeachfl.gov	Special Litigation/Eminent Domain Counsel, 4/2014 – 3/2017 - Represent City in numerous land acquisition projects for economic redevelopment and public fire station development
Central Florida Expressway Authority – 4974 Orl Tower Road Orlando, FL 32807 Attorneys Involved: Sidney C. Calloway, Suzanne Driscoll Laura Kelly, Executive Director 4974 ORL Tower Road, Orlando FL (407) 690-5000	Special Eminent Domain Counsel, 1/2013 – 12/2017 – 50+ agriculturally zoned residential and commercial properties for multi-county/regional metropolitan beltway (Wekiva Parkway) expansion in Orange County, Florida
S. Fla. Regional Transp. Authority / Tri-Rail – 801 NW 33rd Street Pompano Beach, FL 33064 Attorneys Involved: Sidney C. Calloway, Joe Goldstein TERESA J. MOORE, ESQ., GENERAL COUNSEL - SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 801 N.W. 33rd Street, Pompano Beach, FL 33064, (954) 788-7972, MOORET@SFRTA.FL.GOV	Special Counsel, 11/2010 to Present – Procurement Defense Litigation, Environmental Analysis, Land Use Entitlement Analysis.

F.2 OTHER MUNICIPAL/LOCAL GOVERNMENT EXPERIENCE. Mr. Calloway has leveraged his 31 years of litigation, land use and governmental affairs expertise to represent municipal and other local government agencies and private sector on matters requiring a variety of governmental approvals and entitlements. A representative sample of such approvals and entitlements include:

USE	ENTITLEMENT WORK	PUBLIC AGENCY
Franchise – Solid Waste	Represent City’s interest in negotiation and drafting of ordinance approving solid waste collection and disposal	City of Lauderdale Lakes
Zoning in Progress/Moratorium	Represent City’s interest in drafting Zoning in Progress Ordinance, Administrative Order for Funeral Homes and Mortuaries	City of Lauderdale Lakes
Online Auto Sales	Represent City’s interest in approval of Conditional Use Application	City of Lauderdale Lakes
Single Family Estate Home Project	Represented City’s interest in approving 77 single family homes, including Site Plan	City of Lauderdale Lakes
Condominium Project	Represented City’s interest in approving 62-unit condominium project, including Site Plan Application, Variance Application, Rezoning Application and Plat Application and Development Agreement	City of Lauderdale Lakes
Hotel	DRC, Site Plan Approval, Finding of Essentially Built Out DRI, Public Emergency Access Easement	City of Tamarac
Hotel	DRC, Conditional Use, Approval of Amendment to Notation on Plat	City of Miramar
Hotel	DRC, Commission Request for Review	City of Fort Lauderdale
Off-Site Drainage	Represent City in negotiating use of Property Encumbered by FPL Easement Agreement for Public-Private Development Project	City of Tamarac
Retail Business	Variance approval for beer/wine sales within distance separation	City of Fort Lauderdale
Commercial Gas Station	Negotiate City Code Enforcement Lien Payment	City of Deerfield Beach
Private Culinary Arts University	Draft, Negotiate Statutorily Mandated Campus Development Agreement with City	City of North Miami
Cellular Communications	Draft, Negotiate Cellular Co- Location Agreements	City of Sunrise, City of Margate
Telecommunications	Litigation on County Imposed Moratorium for Cell-Tower Uses	Miami-Dade County
Church	Litigation on Violation of RLUIPA	Broward County

Janitorial Cleaning Service	Negotiation Maintenance of Long- Term Consultant Service Agreement	Florida Turnpike Enterprise
Master Land Plan	Negotiate Public Private Partnership Agreement for	FDOT
Public Private Development	Development of Park and Ride Facilities	FDOT
Medical Office	Approval of Site Plan for Geriatric Use	City of Fort Lauderdale
Church- Ancillary Food Service	Negotiate Reinstatement of License to Operate Ancillary Food Service Operation	Broward County

F.3 DESCRIPTION AND HISTORY OF FIRM’S LOCAL GOVERNMENT REPRESENTATION. In addition to Mr. Calloway’s direct representation of public agencies, a representative sample of the Firm’s overall public agency and local government experience also includes:

State Department of Administration	Orange County Government
State Agency for Health Care Administration	City of West Palm Beach
City of Hallandale Beach	Miami Dade School District
State Department of Transportation	City of Delray Beach
City of Winter Park	City of Lynn Haven
City of Sanford	City of West Melbourne
City of Fort Lauderdale, CRA	Florida Atlantic University
City of Hollywood, CRA	City of Orlando
City of Vero Beach	School Board of Broward County
City of Fort Lauderdale	Town of Highland Beach
Seminole County Government	City of Indiatlantic
South Florida Water Management District	City of Wellington
Miami-Dade County Housing Finance Authority	Broward County Legislative Delegation

G. CERTIFICATE OF GOOD STANDING AND AUTHORIZED SIGNATORY.

G.1 The Firm attorneys, including the partners and associates assigned to the proposed representation are licensed and are members in good standing with the Florida Bar. Please find the signed authorization by the Firm for the execution of the RFP in Section H.

H. FEE PROPOSAL, FORMS AND ATTACHMENTS.

H.1 FEE PROPOSAL. The Firm proposes a basis of compensation which consists of (a) a monthly retainer/fixed fee, (b) an advance agreement on the hourly billing rate for professional legal services in general litigation matters, and (c) an advance agreement on the hourly billing rate for professional legal services in complex litigation matters or special projects.

The Firm proposes this Alternative Fee Arrangement (AFA) because we believe it is the most cost-efficient and practical approach for providing the broad array of day-to-day legal services required to represent the full spectrum of the Town's legal interest, excepting litigation matters. To support our approach, we have undertaken a review of certain public records relating to the Town's recent budgeted and actual annual expenditures for legal services. We have considered those records along with our own internal due diligence and understanding of industry best practice for providing high quality legal services for a public agency. We are also aware of the Town's projected budget for legal services.

The fundamental objective of our proposed AFA is two-fold. First, we intend to demonstrate a fundamentally significant upgrade to the Town Council's and Town Manager's working relationship with the Town Attorney within the first year. How you may ask? – By focusing on the relationship. This means having a partner-level experienced Town Attorney aligning its representation with the Town Council. It also means a functional, *working* relationship with your Town Manager and executive management staff and, when necessary, accessing the Firm's cadre of partners for advice, counsel and productive work outcomes. Our historical experience and industry practice confirm our credence that ensuring the availability and use of experienced partners mean we get it done right the first time. The result will also increase the firm's working efficiency and productivity, which ultimately is targeted to earning the Town Council's trust and satisfaction.

Shutts can deliver robust, high quality professional legal services while at the same time adhering to Town Council budgetary objectives. To that end, our AFA begins with a working projection of the legal services costs, which is based on a comparative review of the Town's four (4) year and three (3) year trend for legal services.

H.2 FEE PROPOSAL FOR NON-LITIGATION LEGAL SERVICES. The Firm proposes an annual retainer fee of \$185,000 (divided into 12 monthly payments of \$15,417) to provide for the following comprehensive scope of **non-litigation professional legal services** to the Town:

1. **GENERAL LEGAL SERVICES.** Representation of Mayor and Town Council, Town Manager and respective departments consistent with Town's Charter to include:
 - a. Legislative work associated with the Town Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analysis;
 - b. Preparation of oral or written opinions on legal matters as required by the Town Council and/or Town Manager;
 - c. Negotiation and preparation of agreements, leases, contracts, or similar documents;
 - d. Review and comment on contract forms between the Town and independent contractors;
 - e. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager;
 - f. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required;
 - g. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Council or Town Manager;
 - h. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice;

- i. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution;
- j. Maintenance of legal files and provision to the Town Manager of copies of all correspondence and of all pleadings and orders in all litigation the firm is handling for the Town;
- k. Keeping the Town Council and Town Manager informed of legislation or judicial opinions that have potential to impact the Town;
- l. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town is represented by the Town's insurance carriers;
- m. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town; and
- n. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Council.

2. **SPECIFIC LEGAL SERVICES.** Representation of the Town on specific matters to include:

- a. Attend all workshop Council as well as Planning and Zoning meetings or other citizen board advisory meetings/workshops, all regular Council meetings on the second (2nd) Monday of each month, and all special Council meetings when requested by the Town Council or Town Manager;
- b. Attend Town Planning and Zoning advisory board meetings as requested in order to counsel the members thereof on legal matters confronting the board or committee as requested by the Town Manager;

H.3 AGREED HOURLY RATE FOR LEGAL SERVICES IN GENERAL LITIGATION MATTERS. For the proposed contract year, the firm proposes to provide a stable advance agreement on its blended hourly billing rates for general litigation services that may arise in its representation of the Town. While the firm's standard hourly billing rates for partners engaged in litigation practices are substantially beyond the rates generally paid by most of the Firm's public sector clients, the hourly billing rate for litigation matters covered under this Proposal is set to \$365.00 per hour. This rate is roughly 20% less than what the proposed Town Attorney currently receives from other public sector clients. The general litigation matters covered by this section of the Fee Proposal include:

- 1. The Firm will defend all legal and administrative challenges brought against

the Town;

2. The Firm will prosecute formerly authorized legal actions on behalf of the Town;
3. The Firm will represent the Town in all existing or known pending case matters in which the Town is a party, excepting any federal or multi-part or other complex civil court cases;
4. The Firm will represent the Town in all future case matters which are similar in type and style to those existing actions or proceeding in which the Town is a party, excepting any federal court cases, or multi-part or other complex civil court cases; and
5. The Firm will represent the Town in all municipal prosecutions, code enforcement matters, or other ordinance violations; commercial/non-residential mortgage foreclosures, and lien enforcements.

H.4 AGREED HOURLY RATES FOR LEGAL SERVICES IN COMPLEX LITIGATION OR SPECIAL PROJECTS.

For the proposed contract years 1 through 3 and two option years, the firm proposes to provide a stable advance agreement on its blended hourly billing rates for complex litigation or special project matters that may be required in its representation of the Town. While the firm's standard hourly billing rates for partners engaged in complex litigation practices are substantially beyond the rates generally paid by most of the Firm's public sector clients, the hourly billing rate for litigation matters covered under this Proposal is set to \$400.00 per hour.

Complex litigation or special projects litigation are not included for purposes of the Firm's Response to the RFP. The firm and the Town may reach a separate written engagement on a matter specific basis, however in the event the Firm is selected as the Town Attorney, it will agree in advance to an hourly billing rate of \$400 for prosecuting or defending any such complex litigation claims, cases or actions. Complex litigation specifically includes the following:

1. Any matter filed in the United States Federal Court
2. Any appellate matters
3. Eminent Domain
4. Civil Rights Discrimination
5. Class Action lawsuits
6. Multi-party actions, claims or proceedings

H.5 REIMBURSABLE COSTS AND EXPENSES. The Fee Proposal includes the Town's agreement that the Town, not the Firm, shall be responsible for payment of items typically referred to as "costs", which include:

1. All fees associated with filing, recording, certification, registration, expended or incurred by the firm on the Town's behalf;
2. All charges for court reporter services;
3. All charges for Town approved special vendor copying, mounting and data services;
4. All charges for Town approved special courier services; and
5. Travel, plus accommodations for Town related matters.

H.6 ENCLOSED FORMS (AS FOLLOWS):

- Addenda and RFP Respondent Submittal Forms
- Signatory Authorization for Sidney Calloway
- Office and City Licenses for:
 - City of Miami
 - Miami-Dade County
 - City of Fort Lauderdale
 - Broward County
 - West Palm Beach
 - Palm Beach County
 - City of Sarasota
 - Sarasota County
 - City of Tampa
 - Hillsborough County
 - Jacksonville/Duval County
- Proof of Professional Insurance
- Certificate of Good Standing

DELIVER TO:
Town of Bay Harbor Islands
Office of the Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**REQUEST FOR PROPOSALS
SECTION 5
RESPONDENT SUBMITTAL
FORMS**

**OPENING: September 17, 2020
AT 3:00 P.M.**

NOTE: Town of Bay Harbor Islands is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Issued by: **Office of the Town Clerk**

Date Issued:
**September 17th, 2020
before at 3:00 p.m.**

This Qualification Submittal
Consists of all required forms,
Acknowledgements and Affidavits

Submissions are subject to the Terms and Conditions of this Request for Proposals and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the Town Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

RFQ No. BHI 207

PROFESSIONAL LEGAL SERVICES

Firm Name : Shutts & Bowen LLP

Commodity Code(s): _____

**RETURN ONE ORIGINAL, FOUR COPIES AND ONE USB OR CD ELECTRONIC COPY OF
QUALIFICATION SUBMITTAL PAGES AND AFFIDAVITS**

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: Shutts & Bowen LLP

AUTHORIZED SIGNATURE: _____

DATE: September 1, 2020

TITLE OF OFFICER: Partner

RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firms agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

Shutts & Bowen LLP

Street Address:

200 South Biscayne Boulevard, Suite 4100, Miami, Florida 33131

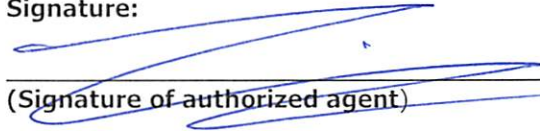
Mailing Address (if different):

Telephone No. 305-358-6300 Fax No. 305-381-9982

Email Address: SCalloway@shutts.com FEIN No. 5 / 9 - 0 / 4 / 4 / 7 / 1 / 2 / 2

** By signing this document the Responder agrees to all Terms*

Signature:



(Signature of authorized agent)

Print Name: Sidney C. Calloway

Title: Partner

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.



JONATHAN COHEN
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131
DIRECT (305) 379-9173
FAX (305) 347-7873
EMAIL jcohen@shutts.com

September 1, 2020

Town of Bay Harbor Islands
Office of Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Shutts & Bowen Authorized Signatory for Request for Proposals No. BHI-207, Professional Legal Services

To whom it may concern:

As it pertains to the above-referenced matter, please be advised that Sidney C. Calloway is authorized by Shutts & Bowen LLP, a Florida Limited Liability Partnership, to execute the firm's Proposal to RFP No. BHI-207.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in blue ink that reads "Jonathan Cohen". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Jonathan Cohen
General Counsel

JC/rxw

MIADOCS 20361291 | FIRM.0000



City of Miami

POST THIS DOCUMENT IN A CONSPICUOUS PLACE
NOT TRANSFERABLE OR VALID AT ANOTHER ADDRESS
UNLESS APPROVED BY THE FINANCE DEPARTMENT,
CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130,
PHONE (305)416-1918.

**THIS IS NOT A BILL
DO NOT PAY**

Effective Year Oct. 1 2019 Thru Sep. 30 2020

RECEIPT FOR Shutts & Bowen LLP

ISSUED Oct 01, 2019 TOTAL FEE PAID **116.00**

ACCOUNT NUMBER **138026**
RECEIPT NUMBER **171962**
NAME OF BUSINESS **Shutts & Bowen LLP**
DBA
LOCATION **200 S BISCAYNE BLVD 4100**

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: **ATTORNEY PA CORP,PART & FIRM**

Adele Valencia
Code Compliance Director

2020

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law.

This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein.

The document indicates payment of the business tax receipt only.

002566

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

3692804

BUSINESS NAME/LOCATION
SHUTTS & BOWEN LLP
200 S BISCAYNE BLVD 4100
MIAMI FL 33131

RECEIPT NO.
RENEWAL
3857639

**EXPIRES
SEPTEMBER 30, 2020**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SHUTTS & BOWEN LLP

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED
BY TAX COLLECTOR

Employee(s) 250

\$1125.00 07/23/2019
CHECK21-19-066526

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 987830 Business Name: BAGLIEBTER, GARY MARC
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 699517 Fee:

BAGLIEBTER, GARY MARC
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 9055631 Business Name: BARRY, BRENDAN ALOYSIUS
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 696277 Fee:

BARRY, BRENDAN ALOYSIUS
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID:

1801447

Business Address:

200 E BROWARD BLVD # 2100

Tax Category:

ATTORNEY AT LAW

Business Name:

BATISTA, DAVID O

Fee:

Tax#: 710514

BATISTA, DAVID O
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020**



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1602614 Business Name: BITRAN, ALAMEA D
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 747294 Fee:

BITRAN, ALAMEA D
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 989359 Business Name: CALLOWAY, SIDNEY C Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 668210

CALLOWAY, SIDNEY C
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 987402 Business Name: DRISCOLL, SUZANNE M
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 699170 Fee:

DRISCOLL, SUZANNE M
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 2595 Business Name: EMAS, MARSHALL J Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 626713

EMAS, MARSHALL J
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1802668 Business Name: FANNING, J PAUL Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 753108

FANNING, J PAUL
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301-1972

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 988789 Business Name: GOLDSTEIN, JOSEPH M Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 696322

GOLDSTEIN, JOSEPH M
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1001559 Business Name: KRUMBEIN, SANDRA ELIZABETH
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 718142 Fee:

KRUMBEIN, SANDRA ELIZABETH
SHUTTS & BOWN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1801448 Business Name: LEVY, SARA Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 724184

LEVY, SARA
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020**



100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1200087 Business Name: MIRON, JOSHUA DANIEL Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 736621

MIRON, JOSHUA DANIEL
SHUTT'S & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020**



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 988790 Business Name: O'SHEEHAN, EDWARD J Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 693647

O'SHEEHAN, EDWARD J
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1602612 Business Name: RUBIN, JOSH A Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 747292

RUBIN, JOSH A
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID:

1202120

Business Address:

200 E BROWARD BLVD # 2100

Tax Category:

ATTORNEY AT LAW

Business Name:

SCHWARTZ, ANDREW

Fee:

Tax#: 738439

SCHWARTZ, ANDREW
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1702997 Business Name: STACKER, EDWIN Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 732776

STACKER, EDWIN
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301-1972

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE





CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1501889 Business Name: WASSERMAN, JAMIE B Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 744510

WASSERMAN, JAMIE B
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1302085 Business Name: WESSEL, AMY M Fee:
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: ATTORNEY AT LAW Tax#: 740768

WESSEL, AMY M
SHUTTS & BOWEN LLP
200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

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CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1802888 Business Name: SHUTTS & BOWEN LLP
Business Address: 200 E BROWARD BLVD # 2100
Tax Category: PROFESSIONAL OFC (ADMINISTRATION) Tax#: 753247 Fee:

SHUTTS & BOWEN LLP

200 E BROWARD BLVD # 2100
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE



115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

Receipt #: 100-2159
ATTORNEY (LAW OFFICE)
Business Type:

Business Opened:08/03/1998
State/County/Cert/Reg:820880
Exemption Code:

	Rooms	Seats	Employees	Machines	Professionals
10					

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.



BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL

Contractors must send proof of current Broward County Certificate of Competency or State License.

The following must present a current state license, registration or exempt letter: automobile repair, ballroom dancing, detectives, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.

The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers. Auto Body/Paint/Repair must also submit State MV license.

If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.

TRANSFER OF OWNERSHIP/NAME OF BUSINESS/BUSINESS LOCATION

Your request for changes will not be processed without the transfer fee, which is 10% of the base annual fee, not less than \$3.00 or more than \$25.00.

Submit current receipt with your changes indicated in the spaces provided below.

If you cannot submit the current receipt, please fill out affidavit for transfer. The form may be found at:
<http://www.co.broward.fl.us/revenue/rvic0506.pdf>

Businesses regulated by the State or local agencies, must show correction of name or address before the Business Tax Receipt can be transferred.

- | | | |
|--|---|--|
| 1. New ownership/Name of Business
(submit current receipt and fee) | 2. New business location
(submit current receipt and fee) | 3. Mailing address change only
(no fee required) |
|--|---|--|



WEST PALM BEACH

Development Services

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000003274
SHUTTS & BOWEN LLP
525 OKEECHOBEE BLVD # 1100

LAW FIRM *ALL PROFESSIONALS
TO BE LICENSED INDIVIDUALLY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
22338	541110	OFFICE OF LAWYER	86.81
TOTAL➡			86.81
** PAID			86.81
			** BAL **
			0.00

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UNTIL FUNDS ARE COLLECTED**

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000031900
RIKKI LOBER BAGATELL
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD # 420761
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
62639	541111	LAWYER	173.64
TOTAL➡			173.64
** PAID			173.64
			** BAL **
			0.00

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**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

0000023411
JOSEPH W BAIN
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

ATTORNEY W/SHUTTS & BOWEN
LLP
BAR CARD #0860360

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
49757	541111	LAWYER	173.64
TOTAL➡			173.64

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** PAID

173.64

** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

0000040380
ADAM IAN BREGMAN
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

ATTORNEY W/ SHUTTS & BOWEN
LLP
FL BAR 93724

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
77405	541111	LAWYER	173.64
TOTAL➡			173.64

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** PAID

173.64

** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000043750
KRISTINA M CANDIDO
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD#176044
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
83333	541111	LAWYER	173.64
TOTAL➡			173.64

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** PAID 173.64 ** BAL ** 0.00

**EXPIRES
SEPTEMBER 30,
2020**



CITY OF WEST PALM BEACH
2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE
CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000017290
MATTHEW ROSS CHAIT
525 OKEECHOBEE BLVD # 1100

ATTORNEY/0017657
SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
40504	541111	LAWYER	173.64
TOTAL➡			173.64
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** PAID			173.64

**EXPIRES
SEPTEMBER 30,
2020**

** BAL ** 0.00



CITY OF WEST PALM BEACH
2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE
CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000026358
ERIC C CHRISTU
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD # 434647
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
54086	541111	LAWYER	173.64
TOTAL➡			173.64
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**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000012307
ROSEMARY E DAILEY
525 OKEECHOBEE BLVD # 1100

ATTORNEY
BAR CARD #0634328

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
34003	541111	LAWYER	173.64
TOTAL →			173.64

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** PAID

173.64

** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Third-Party Services

8110022200
JAMES A FARRELL
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

FL BAR #339024/1982
SHUTTS & BOWEN

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
5788	541111	LAWYER	173.64
TOTAL➡			173.64

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** PAID 173.64 ** BAL ** 0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

8110018900
DAVID GART
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

FL BAR
SHUTTS & BOWEN

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
5776	541111	LAWYER	173.64
TOTAL➡			173.64

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** PAID

173.64

** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

0000051955
STEVEN MARK GREENBERG
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

ATTORNEY BAR CARD# 173924
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
97317	541111	LAWYER	217.05
TOTAL➡			217.05

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UNTIL FUNDS ARE COLLECTED**

** PAID 217.05 ** BAL ** 0.00

**EXPIRES
SEPTEMBER 30,
2020**



CITY OF WEST PALM BEACH
2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000031901
JONATHAN PHILLIP HART
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD#55982
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
62640	541111	LAWYER	173.64
TOTAL➡			173.64

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** PAID

173.64

** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

0000010328
HANK JACKSON
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

ATTORNEY BAR CARD # 866717
SHUTTS & BOWEN

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
5718	541111	LAWYER	173.64
TOTAL➡			173.64

**THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED**

** PAID

173.64 ** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

0000034222
ELIZABETH M JONES
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

ATTORNEY
FOR SHUTTS AND BOWEN

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
66451	541111	LAWYER	173.64
TOTAL➡			173.64

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UNTIL FUNDS ARE COLLECTED**

** PAID

173.64 ** BAL **

0.00

**EXPIRES
SEPTEMBER 30,
2020**



WEST PALM BEACH

Development Services

0000042012
JENNIFER KYPREOS
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

ATTORNEY # 634549
W/DHUTTS & BOWEN

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
80329	541111	LAWYER	173.64
TOTAL➡			173.64

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173.64

** BAL **

0.00

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WEST PALM BEACH

Development Services

0000040381
PATRICIA A LEONARD
525 OKEECHOBEE BLVD # 1100

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

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CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

ATTORNEY W/ SHUTTS & BOWEN
LLP
FL BAR # 65455

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
77406	541111	LAWYER	173.64
TOTAL→			173.64

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P.O. BOX 3147, WEST PALM BEACH, FL. 33402

8110010500
ARTHUR J MENOR
525 OKEECHOBEE BLVD # 1100

FL BAR #305642/1980
SHUTTS & BOWEN

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
5690	541111	LAWYER	173.64
TOTAL➡			173.64

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2019 to 2020 BUSINESS RECEIPT

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P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000026359
TIMOTHY E MONAGHAN
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD #699871
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
54087	541111	LAWYER	173.64
TOTAL➡			173.64
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0000051959
MICHAEL A MUNOZ
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD# 1003076
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
97321	541111	LAWYER	217.05
TOTAL➡			217.05
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** PAID			217.05
			** BAL **
			0.00

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P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000051950
ERIC J NEUMANN
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD # 118829
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
97311	541111	LAWYER	217.05
TOTAL➡			217.05
** PAID			217.05
			** BAL **
			0.00

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2019 to 2020 BUSINESS RECEIPT

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P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000021355
HARVEY EUGENE OYER III
525 OKEECHOBEE BLVD # 1100

ATTORNEY W/ SHUTTS & BOWEN
LIC # 0154024

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
46628	541111	LAWYER	173.64
TOTAL➡			173.64

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Development Services

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

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CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000026356
STEVEN R PARSON
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD #351903
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
54084	541111	LAWYER	173.64
TOTAL →			173.64

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P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000007115
BARBARA P RICHARDSON
525 OKEECHOBEE BLVD # 1100

ATTY #364908
FIRM: SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
5711	541111	LAWYER	173.64
TOTAL →			173.64
** PAID			173.64

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0000051954
KADEEM G E RICKETTS
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD# 1015694
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
97316	541111	LAWYER	217.05
TOTAL➡			217.05

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0000041352
ROBERTO RODRIGUEZ
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD#102820
W/SHUTTS & BOWEN

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
79190	541111	LAWYER	173.64
TOTAL➡			173.64
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			** BAL **
			0.00

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0000020955
MATTHEW S SACKEL
525 OKEECHOBEE BLVD # 1100

ATTORNEY # 0017903
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
46013	541111	LAWYER	173.64
TOTAL➡			173.64

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2019 to 2020 BUSINESS RECEIPT

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P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000051957
ALEXANDER W SCHNEIDER
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD#121671
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
97318	541111	LAWYER	217.05
TOTAL ➡			217.05
** PAID			217.05
			** BAL **
			0.00

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CITY OF WEST PALM BEACH
2019 to 2020 BUSINESS RECEIPT

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CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

8110125500
NEIL SHOTER
525 OKEECHOBEE BLVD # 1100

FL BAR#006810/1995
SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
4812	541111	LAWYER	173.64
TOTAL➡			173.64

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0000043749
SEAN M SMITH
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD#112742
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
83332	541111	LAWYER	173.64
TOTAL➡			173.64
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Development Services

CITY OF WEST PALM BEACH

2019 to 2020 BUSINESS RECEIPT

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CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000014239
JOHN CARL STRICKROOT JR
525 OKEECHOBEE BLVD # 1100

BAR# 769339
WORKING W/SHUTTS & BOWEN III

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
36441	541111	LAWYER	173.64
TOTAL →			173.64

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2019 to 2020 BUSINESS RECEIPT

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0000017664
SHELLY WALD
525 OKEECHOBEE BLVD # 1100

ATTY FL BAR 145823 WITH
SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
41010	541111	LAWYER	173.64
TOTAL➡			173.64
** PAID			173.64
			** BAL **
			0.00

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0000051953
DEVON A WOOLARD
525 OKEECHOBEE BLVD # 1100

ATTORNEY BAR CARD# 112780
W/SHUTTS & BOWEN LLP

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
97315	541111	LAWYER	217.05
TOTAL➡			217.05
** PAID			217.05
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****LOCATED AT****

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WEST PALM BEACH, FL 33401-
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0028 LAW FIRM	SHUTTS AND BOWEN LLP		U19.706265 - 09/18/19	\$66.00	B40128079

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906270
EXPIRES: SEPTEMBER 30, 2020

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WEST PALM BEACH, FL 33401-
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	BAGATELL RIKKI LOBER	420761	U19.706265 - 09/18/19	\$43.00	B40152772

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525 OKEECHOBEE BLVD STE 1100
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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201466469
EXPIRES: SEPTEMBER 30, 2020**

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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	BAIN JOSEPH WILLIAM	FL860360	U19.706265 - 09/18/19	\$43.00	B40164692

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525 OKEECHOBEE BLVD STE 1100
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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016090224
EXPIRES: SEPTEMBER 30, 2020**

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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	BREGMAN ADAM IAN	FL93724	U19.706265 - 09/18/19	\$43.00	B40164697

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016090218
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	CANDIDO KRISTINA MARIE	176044	U19.706265 - 09/18/19	\$43.00	B40169211

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2017098473
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	CHAIT MATTHEW ROSS	0017657	U19.706265 - 09/18/19	\$43.00	B40128076

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906300
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	CHRISTU ERIC C	434647	U19.706265 - 09/18/19	\$43.00	B40143762

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525 OKEECHOBEE BLVD STE 1100
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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201142597
EXPIRES: SEPTEMBER 30, 2020**

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WEST PALM BEACH, FL 33401-5006

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	DAILEY ROSEMARY	634328	U19.706265 - 09/18/19	\$43.00	B40128064

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906305
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5006

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	FARRELL JAMES A	339024	U19.706265 - 09/18/19	\$43.00	B40128065

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906298
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	GART DAVID A	272337	U19.706265 - 09/18/19	\$43.00	B40128074

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200906315
EXPIRES: SEPTEMBER 30, 2020**

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**525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-
0000**

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	GREENBERG STEVEN MARK	173924	U19.720464 - 09/25/19	\$43.00	B40191297

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525 OKEECHOBEE BLVD STE 1100
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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2019122019
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

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1100
WEST PALM BEACH, FL 33401-
6351**

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	JACKSON HANKLIN	866717	U19.706265 - 09/18/19	\$43.00	B40131675

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201000945
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	HART JONATHAN PHILLIP	55982	U19.706265 - 09/18/19	\$43.00	B40152771

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WEST PALM BEACH, FL 33401-6351

B3 - 15

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201466471
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	JONES ELIZABETH MARY	84177	U19.706265 - 09/18/19	\$43.00	B40156980

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201475426
EXPIRES: SEPTEMBER 30, 2020

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****LOCATED AT****

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WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	KYPREOS JENNIFER L D	634549	U19.706265 - 09/18/19	\$43.00	B40166125

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016093796
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	LEONARD PATRICIA ANNE	FL65455	U19.706265 - 09/18/19	\$43.00	B40164695

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016090221
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	MENOR ARTHUR J	305642	U19.706265 - 09/18/19	\$43.00	B40128075

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B3 - 13

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200906312
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	MONAGHAN TIMOTHY E	699871	U19.706265 - 09/18/19	\$43.00	B40143761

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201142599
EXPIRES: SEPTEMBER 30, 2020**

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www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

525 OKEECHOBEE BLVD #1100
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	MUNOZ MICHAEL ANDREW	1003076	U19.720464 - 09/25/19	\$43.00	B40191300

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WEST PALM BEACH, FL 33401-6351

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2019122024
EXPIRES: SEPTEMBER 30, 2020

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www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	NEUMANN ERIC JOHN	118829	U19.720464 - 09/25/19	\$43.00	B40191306

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2019122029
EXPIRES: SEPTEMBER 30, 2020**

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www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	OYER HARVEY E III	0154024	U19.706265 - 09/18/19	\$43.00	B40128077

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906285
EXPIRES: SEPTEMBER 30, 2020

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****LOCATED AT****

**525 OKEECHOBEE BLVD #1100
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	PARSON STEVEN R	0000026356	U19.706265 - 09/18/19	\$43.00	B40143763

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201142595
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

**525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401**

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	RICHARDSON BARBARA P	364908	U19.706265 - 09/18/19	\$43.00	B40128059

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200906302
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

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WEST PALM BEACH, FL 33401-
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	RICKETTS KADEEM GEORGE ERIC	1015694	U19.720464 - 09/25/19	\$43.00	B40191303

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2019122025
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

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WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	RODRIGUEZ ROBERTO	102820	U19.706265 - 09/18/19	\$43.00	B40165638

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016092043
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	SACKEL MATTHEW S	0017903	U19.706265 - 09/18/19	\$43.00	B40126060

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200906301
EXPIRES: SEPTEMBER 30, 2020**

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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	SCHNEIDER ALEXANDER W	121671	U19.720464 - 09/25/19	\$43.00	B40191304

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2019122026
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	SHOTER NEIL B	68810	U19.706265 - 09/18/19	\$43.00	B40128063

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200906308
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	SMITH SEAN MICHAEL	112742	U19.706265 - 09/18/19	\$43.00	B40169212

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**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2017098471
EXPIRES: SEPTEMBER 30, 2020**

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	STRICKROOT JOHN CARL JR	0769339	U19.706265 - 09/18/19	\$43.00	B40128061

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906299
EXPIRES: SEPTEMBER 30, 2020

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0028 LAW FIRM	WALD SHELLY		U19.706265 - 09/18/19	\$66.00	B40128079

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200906270
EXPIRES: SEPTEMBER 30, 2020

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****LOCATED AT****

525 OKEECHOBEE BLVD #1100
WEST PALM BEACH, FL 33401-
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TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0052 ATTORNEY	WOOLARD DEVON ALEXANDRA	112780	U19.720464 - 09/25/19	\$43.00	B40191305

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525 OKEECHOBEE BLVD STE 1100
WEST PALM BEACH, FL 33401-6351

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STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2019122027
EXPIRES: SEPTEMBER 30, 2020

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City of Sarasota Local Business Tax Division

Local Business Tax Receipt

Tax Receipt Number: 20-003840



CITY OF SARASOTA

FLORIDA

LPS Corporate Services Inc
DBA: LPS Corporate Services Inc
1858 Ringling Blvd Suite 300
Sarasota, FL 34236

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Business Types: BUSINESS OFFICE

Fee: \$68.43
Issue Date: October 25, 2019
Effective Date: October 1, 2019
Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Local Business Tax Receipt

Tax Receipt Number: 20-003841



CITY OF SARASOTA

FLORIDA

Shutts & Bowen LLP

DBA: Shutts & Bowen LLP

1858 Ringling Blvd Suite 300

Sarasota, FL 34236

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Business Types: BUSINESS OFFICE

Fee: \$68.43

Issue Date: October 25, 2019

Effective Date: October 1, 2019

Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Professional Tax Receipt

Tax Receipt Number: 20-003842



CITY OF SARASOTA

FLORIDA

**Ashley S Hodson Esq
1858 Ringling Blvd Suite 300, Shutts & Bowen LLP
Sarasota, FL 34236**

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Professional License Type: Lawyer

Fee: \$94.50

Issue Date: October 25, 2019

Effective Date: October 1, 2019

Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Professional Tax Receipt

Tax Receipt Number: 20-003848



CITY OF SARASOTA

FLORIDA

**Charla M Burchett Esq
1858 Ringling Blvd Suite 300, Shutts & Bowen LLP
Sarasota, FL 34236**

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Professional License Type: Lawyer

Fee: \$94.50

Issue Date: October 25, 2019

Effective Date: October 1, 2019

Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Professional Tax Receipt

Tax Receipt Number: 20-003843



CITY OF SARASOTA

FLORIDA

**John Patterson Esq
1858 Ringling Blvd Suite 300, Shutts & Bowen LLP
Sarasota, FL 34236**

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Professional License Type: Lawyer

Fee: \$94.50
Issue Date: October 25, 2019
Effective Date: October 1, 2019
Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Professional Tax Receipt

Tax Receipt Number: 20-003844



CITY OF SARASOTA

FLORIDA

**E Zachary Rans Esq
1858 Ringling Blvd Suite 300, Shutts & Bowen LLP
Sarasota, FL 34236**

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Professional License Type: Lawyer

Fee: \$94.50

Issue Date: October 25, 2019

Effective Date: October 1, 2019

Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Professional Tax Receipt

Tax Receipt Number: 20-003846



CITY OF SARASOTA

FLORIDA

Michael Siegel Esq
1858 Ringling Blvd Suite 300, Shutts & Bowen LLP
Sarasota, FL 34236

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Professional License Type: Lawyer

Fee: \$94.50
Issue Date: October 25, 2019
Effective Date: October 1, 2019
Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

City of Sarasota Local Business Tax Division

Professional Tax Receipt

Tax Receipt Number: 20-003847



CITY OF SARASOTA

FLORIDA

**Leah J Zammit Esq
1858 Ringling Blvd Suite 300, Shutts and Bowen LLP
Sarasota, FL 34236**

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Professional License Type: Lawyer

Fee: \$94.50
Issue Date: October 25, 2019
Effective Date: October 1, 2019
Expiration Date: September 30, 2020

City of Sarasota Local Business Tax Division

Sarasota County Business Tax Receipt

2019-20

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No. 990010128702

Business Type:

ATTORNEY

Business Address:

LEAH ZAMMIT
1858 RINGLING BLVD 300
SARASOTA FL 34236

PAID: 5018367.0001 7/17/2019 \$25,00

ZAMMIT LEAH

SHUTTS & BOWEN LLP
1858 RINGLING BLVD STE 300 SARASOTA FL 34236

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Sarasota County Tax Collector
Barbara Ford-Coates
101 S. Washington Blvd., Sarasota, FL 34236
(941) 861-8300, option 3
www.SarasotaTaxCollector.com
Info@SarasotaTaxCollector.com

Valid until 9/30/2020

Sarasota County Business Tax Receipt

2019-20

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No. 9900010021041

Business Type: ATTORNEY

Business Address: BURCHETT CHARLA
1858 RINGLING BLVD
SARASOTA FL 34236

PAID: 6025685,0001 9/27/2019 \$25,00

BURCHETT CHARLA M
1858 RINGLING BLVD STE 300
SARASOTA, FL 34236

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Valid until 9/30/2020

Sarasota County Business Tax Receipt

2019-20

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Account No. 9900010021469

Business Type: ATTORNEY

Business Address: JOHN C PATTERSON
1858 RINGLING BLVD
SARASOTA FL 34236

PAID: 6025685,0002 9/27/2019 \$25,00

PATTERSON JOHN C

SHUTTS & BOWEN LLP
1858 RINGLING BLVD SUITE 300 SARASOTA, FL 34236

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Valid until 9/30/2020

Sarasota County Business Tax Receipt

2019-20

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Account No. 990010116701

Business Type: ATTORNEY

Business Address: E ZACHARY RANS
1858 RINGLING BLVD
SARASOTA FL 34236

PAID: 6025685,0003 9/27/2019 \$25,00

RANS E ZACHARY

1858 RINGLING BLVD 300
SARASOTA FL 34236

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Sarasota County Tax Collector
Barbara Ford-Coates
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Info@SarasotaTaxCollector.com

Valid until 9/30/2020

Sarasota County Business Tax Receipt

2019-20

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No. 9900010061275

Business Type: ATTORNEY

Business Address: MICHAEL E SIEGEL
1858 RINGLING BLVD
SARASOTA FL 34236

PAID: 6025685,0005 9/27/2019 \$25,00

SIEGEL MICHAEL E
1858 RINGLING BLVD SUITE 300
SARASOTA FL 34236

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Sarasota County Tax Collector
Barbara Ford-Coates
101 S. Washington Blvd., Sarasota, FL 34236
(941) 861-8300, option 3
www.SarasotaTaxCollector.com
Info@SarasotaTaxCollector.com

Valid until 9/30/2020



Sarasota County Tax Collector
Barbara Ford-Coates

Site Provided by...
governmentmax.com 1.11

Business Tax



Business Name
1 of 1

Details

Tax Payment

Last Update: 6/23/2020 2:00:30 PM EDT

Searches

- Account Number
- Business Type
- Business Name**
- Owner Name

Site Functions

- Property Taxes
- Business Tax**
- Contact Us
- Home
- Property Appraiser
- Tax Track Login
- Welcome

Business Tax

Account Number	New Business Date	Tax Year
990010129239	7/30/2018	2020

Business Address
ASHLEY HODSON
1858 RINGLING BLVD
SARASOTA FL 34236

Mailing Address
HODSON ASHLEY
1858 RINGLING BLVD 300
SARASOTA FL 34236

Units 1

Status ****ACTIVE****

Business Type
ATTORNEY

Tax Amount	\$25.00
Late Fee	\$37.50

If Paid By

Amount Due

Receipt # 2020190809		Control No. 091526	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address SHUTTS & BOWEN LLP ATTN LAUREN L STRICKER 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		Business Name and Location LAUREN L STRICKER 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		PAID	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	

Receipt # 2020190809		Control No. 905291	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN ERIC E PAGE 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		ERIC E PAGE 905291 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 849190	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	
Business Name and Address SHUTTS & BOWEN LLP ATTN BRITTANY BUSTILLO 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		Business Name and Location BRITTANY BUSTILLO 84919 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 932320	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		PAID	
Business Name and Address SHUTTS & BOWEN LLP ATTN LAUREN A KIRKPATRICK 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		Business Name and Location LAUREN A TAYLOR BAR 93232 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Receipt # 2020190809		Control No. 032294	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN ERIK R MATHENEY 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		ERIK R MATHENEY 5411 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 786365	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		PAID	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		S ELIZABETH KING 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	

Receipt # 2020190809		Control No. 014290	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN CHARLES M STEVENSON 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		CHARLES M STEVENSON 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 791544	
For Period Commencing		JULY 1ST, 2019 and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019 Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		ALYSSA CORY 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 015134	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
Business Name and Address		Business Name and Location	
SHUTTS AND BOWEN LLP ATTN R ALAN HIGBEE 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		ROBERT A HIGBEE 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 014455	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019 Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	
Business Name and Address SHUTTS & BOWEN LLP ATTN ADAM S WOODRUFF 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location ADAM S WOODRUFF 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 176834	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		PAID	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN DANIEL HERNANDEZ 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		DANIEL HERNANDEZ 176834 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Receipt # 2020190809		Control No. 102090	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN JORDAN G LEE 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		JORDAN G LEE 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 003283	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS AND BOWEN LLP ATTN DAVID A GEMUNDER 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		DAVID A GEMUNDER 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 121646	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		STEPHEN JOSEPH PUTNOKI-HIGGINS 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 055757	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
PAID			
Business Name and Address SHUTTS AND BOWEN LLP ATTN ERIC S ADAMS 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location ERIC S ADAMS 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Receipt # 2020190809		Control No. 770028	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019 Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address SHUTTS AND BOWEN LLP ATTN MATTHEW BLACKSHEAR 4301 W BOY SCOUT BLVD #300 TAMPA, FL 33607-5716		Business Name and Location MATTHEW BLACKSHEAR 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		PAID	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	

Receipt # 2020190809		Control No. 708610	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN JAMES P TERPENING III 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		JAMES P TERPENING III 70861 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 711199	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		DEBORAH GETZOFF 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 745152			
For Period Commencing		JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.					
Classification	Description			Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY			\$10.00 \$289.40	
CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION By: TCD					
Business Name and Address			Business Name and Location		
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716			MEREDITH DELCAMP 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607		

Receipt # 2020190809		Control No. 555790	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		PAID	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN TIMOTHY DANIEL WOODWARD 4301 W BOY SCOUT BLVD #300 TAMPA, FL 33607-5716		TIMOTHY DANIEL WOODWARD 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Receipt # 2020190809		Control No. 966920	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address SHUTTS & BOWEN LLP ATTN OLGA PINA 4301 W BOY SCOUT BLVD #300 TAMPA, FL 33607-5716		Business Name and Location OLGA PINA 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		PAID	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	

Receipt # 2020190809		Control No. 575388	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		RACIEL PEREZ 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 002473	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		FREDERICK S WERDINE 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 014651	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
PAID			
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN: STEVEN K BARBER 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		STEVEN K BARBER 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Receipt # 2020190809		Control No. 819960	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN ELLA ALIZA SHENHAV 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		ELLA ALIZA SHENHAV 81996 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 908160	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN TIRSO M CARREJA 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		TIRSO MANUEL CARREJA JR 90816 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 868701	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION		By: TCD	
Business Name and Address SHUTTS & BOWEN LLP ATTN MICHAEL PAUL SILVER 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location MICHAEL PAUL SILVER 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 784477	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		GARRETT TOZIER 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 305062	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		PAID	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		WILLIAM MORGAN WOODS 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

Receipt # 2020190809		Control No. 470725	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		PAID	
Business Name and Address SHUTTS AND BOWEN LLP ATTN SALLY T WOODWARD 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location SALLY T WOODWARD 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		By: TCD	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

Receipt # 2020190809		Control No. 008914	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		PAID	
Business Name and Address SHUTTS & BOWEN LLP ATTN CHRISTOPHER HAMILTON 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location CHRISTOPHER HAMILTON 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		By: TCD	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

Receipt # 2020190809		Control No. 022411	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		AMANDA B BUFFINTON 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 069364	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
		PAID	
Business Name and Address SHUTTS & BOWEN LLP ATTN LEE E NELSON 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location LEE E NELSON 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION By: TCD	

Receipt # 2020190809		Control No. 042477	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019 Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN LONNIE L SIMPSON 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		LONNIE L SIMPSON 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 081989	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address SHUTTS & BOWEN LLP ATTN RYAN C REINERT 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location RYAN C REINERT 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	

PAID

Receipt # 2020190809		Control No. 338787	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP ATTN KRISTIN K MORRIS 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		KRISTIN KRAMER MORRIS 96065 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 333249	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
		CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION	
		By: TCD	
Business Name and Address SHUTTS & BOWEN LLP ATTN SUZANNE Y LABRIT 4301 W BOY SCOUT BLVD SUITE 300 TAMPA, FL 33607-5716		Business Name and Location SUZANNE Y LABRIT 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

Receipt # 2020190809		Control No. 001359	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No.	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		MEREDITH A FREEMAN 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 2020190809		Control No. 350090	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Dated 08/09/2019	
Application No.			
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
993000 107000	ADMIN HANDLING FEE ATTORNEY	\$10.00 \$289.40	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		WOODROW POLLACK 4301 W BOY SCOUT BLVD #300 TAMPA FL 33607	

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: TCD

PAID

Receipt # 1125445		Control No. 1000836	
For Period Commencing JULY 1ST, 2019		and ending September 30, 2020	
Total: \$299.40		Application No. 864381	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$289.40 \$10.00	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 W BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		MELANIE SENOSIAIN 4301 W BOY SCOUT Blvd SUITE 300 TAMPA FL 33607	
CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION		By: TCD	

Receipt # 1127643		Control No. 1000925	
For Period Commencing		APRIL 1ST, 2020 and ending September 30, 2020	
Total: \$154.70		Dated 04/22/2020 Application No. 867767	
This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.			
Classification	Description	Amount	
107000 993000	ATTORNEY ADMIN HANDLING FEE	\$144.70 \$10.00	
Business Name and Address		Business Name and Location	
SHUTTS & BOWEN LLP 4301 BOY SCOUT BLVD STE 300 TAMPA, FL 33607-5716		CATHERINE SELM 4301 W BOY SCOUT Blvd SUITE 300 TAMPA FL 33607	
CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION		By: TCD	

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

1

ACCOUNT NO.
60526
NEW BUSINESS

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
118904	

BUSINESS SENOSIAIN MELANIE BRITT
4301 W BOY SCOUT BL STE 300
TAMPA, FL 33607

2019 - 2020

NAME MELANIE SENOSIAIN
MAILING C/O LAWANNA VOCI
ADDRESS 4301 W BOY SCOUT BL STE 300
TAMPA, FL 33607

Paid 19-658-002235
04/21/2020 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
218124
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
26802	

BUSINESS POLLACK WOODROW HEATH
4301 W BOY SCOUT BL STE 300
TAMPA, FL 33602

NAME POLLACK WOODROW HEATH
4301 W BOY SCOUT BL STE 300
MAILING TAMPA, FL 33602
ADDRESS

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE
273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
27717
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	106142

BUSINESS PEREZ RACIEL
4301 W. BOY SCOUT BLVD. - STE 300
TAMPA, FL 33607

NAME PEREZ RACIEL
4301 W. BOY SCOUT BLVD. - STE 300
MAILING TAMPA, FL 33607
ADDRESS

Paid 18-622-002483
08/16/2019 40.00

2019 - 2020

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

192211

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	908142

BUSINESS NELSON LEE E
4301 W BOY SCOUT BLVD SUITE 300
TAMPA, FL 33607

2019 - 2020

NAME NELSON LEE E
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
223901
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
868701

BUSINESS SILVER MICHAEL P
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

NAME SILVER MICHAEL P
MAILING 4301 W BOY SCOUT BLVD
SUITE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

1

ACCOUNT NO.
52570
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
104834

TOZIER GARRETT ANDREW
BUSINESS 4301 W BOY SCOUT BLVD #300
TAMPA, FL 33607

GARRETT TOZIER
NAME C/O LAWANNA VOCI
MAILING 4301 W BOY SCOUT BLVD #300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019-2020

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

1

ACCOUNT NO.
29644
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
93655	

BUSINESS WOODS MORGAN WILLIAM
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607-5712

NAME WOODS MORGAN WILLIAM
C/O SHUTTS & BOWEN ATTN LAWANNA VOCI
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607-5712

2019-2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
17400
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
486868

BUSINESS **WOODWARD TIMOTHY DANIEL**
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME **WOODWARD TIMOTHY DANIEL**
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

17392

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	70861

BUSINESS TERPENING III JAMES P
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

2019-2020

NAME TERPENING III JAMES P
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020
OCC. CODE 260.026000 OFFICE

ACCOUNT NO.
17402
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS SHUTTS & BOWEN LLP
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME SHUTTS & BOWEN LLP
4301 W BOY SCOUT BLVD STE 300
MAILING TAMPA, FL 33607
ADDRESS

2019 - 2020

Paid 18-622-002483
08/16/2019 30.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO.

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
17375
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
84919

BUSTILLO BRITTANY
BUSINESS 4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

BUSTILLO BRITTANY
NAME 4301 W BOY SCOUT BLVD STE 300
MAILING TAMPA, FL 33607
ADDRESS

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

223996

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	10209

BUSINESS LEE JORDAN G
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

2019 - 2020

NAME LEE JORDAN G
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

OCC. CODE

273.000000 ATTORNEY-AT-LAW

EXPIRES SEPTEMBER 30, 2020

273466

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
81996	

BUSINESS SHENHAV ELLA ALIZA
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME SHENHAV ELLA ALIZA
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE
273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
17379
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
93232

BUSINESS TAYLOR LAUREN AMY
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME TAYLOR LAUREN AMY
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
223904
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
17502

BUSINESS WOODRUFF ADAM SCOTT
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

NAME ADAM S WOODRUFF
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

ACCOUNT NO.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
178209
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
905291

BUSINESS PAGE ERIC E
4301 BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME PAGE ERIC E
MAILING 4301 BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019-2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO.

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE

273.000000 ATTORNEY-AT-LAW

180387
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
789291	

BUSINESS WOODWARD SALLY
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

2019 - 2020

NAME WOODWARD SALLY
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

61524
RENEWAL

OCC. CODE

273.000000 ATTORNEY-AT-LAW

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
490261

BUSINESS GEMUNDER DAVID AUSTIN
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

2019 - 2020

NAME GEMUNDER DAVID AUSTIN
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
230543
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
70762

BUSINESS STEVENSON CHARLES MARK
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

NAME STEVENSON CHARLES MARK
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

2019-2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

ACCOUNT NO.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

46937

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	1003643

BUSINESS FELTNER KASEY AUSTIN
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME KASEY A FELTNER
SHUTTS & BOWEN LLP
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 **HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT** **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE

273.000000 ATTORNEY-AT-LAW

235342

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	81989

BUSINESS REINERT RYAN CHRISTOPHER
4301 W BOY SCOUT BLVD 33607
TAMPA, FL 33607

2019 - 2020

NAME REINERT RYAN CHRISTOPHER
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE
273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
180592
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	339318

BUSINESS HIGBEE R ALAN
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

NAME HIGBEE R ALAN
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

2019 - 2020

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

ACCOUNT NO.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE
273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
19207
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
614483

BUSINESS WERDINE FREDERICK S
4301 WEST BOY SCOUT BLVD SUITE 300
TAMPA, FL 33607

NAME WERDINE FREDERICK S
4301 WEST BOY SCOUT BLVD SUITE 300
MAILING TAMPA, FL 33607
ADDRESS

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE
273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
159445
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
771651	

BUSINESS FREEMAN MEREDITH A
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME FREEMAN MEREDITH A
4301 W BOY SCOUT BLVD STE 300
MAILING TAMPA, FL 33607
ADDRESS

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

ACCOUNT NO.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

242479

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
821871	

BUSINESS
SIMPSON LONNIE LLOYD
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

2019 - 2020

NAME
MAILING
ADDRESS
SIMPSON LONNIE LLOYD
4301 W BOY SCOUT BLVD SUITE 300
TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2020**

OCC. CODE

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
121260
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
5411

BUSINESS MATHENEY ERIK R
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME MATHENEY ERIK R
4301 W BOY SCOUT BLVD STE 300
MAILING TAMPA, FL 33607
ADDRESS

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019-2020

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

257740

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
632694	

BUSINESS
BLACKSHEAR MATTHEW THOMAS
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

2019-2020

NAME
MAILING
ADDRESS
BLACKSHEAR MATTHEW THOMAS
4301 WEST BOY SCOUT BLVD SUITE 300
TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
27735
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
121646

BUSINESS PUTNOKI-HIGGINS, STEPHEN
4301 W. BOY SCOUT BOULEVARD, SUITE
300
TAMPA, FL 33607

NAME STEPHEN PUTNOKI-HIGGINS
MAILING 4301 W. BOY SCOUT BOULEVARD, SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020

2019 - 2020

HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

5352

RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	361933

BUSINESS BARBER STEVEN K
4301 BOY SCOUT BLVD 300
TAMPA, FL 33607

2019 - 2020

NAME BARBER STEVEN K
MAILING 4301 BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
17388
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
91526

BUSINESS STRICKER LAUREN LOUISE
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME STRICKER LAUREN LOUISE
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2019-2020

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
198057
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
16242	

BUSINESS DELCAMP MEREDITH SACKETT
4301 W BOY SCOUT BL STE 300
TAMPA, FL 33607

NAME DELCAMP MEREDITH SACKETT
MAILING 4301 W BOY SCOUT BL STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2020**
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
105760
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
569054

BUSINESS BUFFINTON AMANDA BENNETT
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME BUFFINTON AMANDA BENNETT
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

276497

RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00

98527

BUSINESS HAMILTON CHRISTOPHER FREDERICK
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

2019 - 2020

NAME HAMILTON CHRISTOPHER FREDERICK
SHUTTS & BOWEN LLC
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
18089
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
966290

BUSINESS PINA OLGA M
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME PINA OLGA M
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019-2020

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
256429
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
96065

BUSINESS MORRIS KRISTIN KRAMER
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME MORRIS KRISTIN KRAMER
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019-2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
17376
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
90816

BUSINESS CARREJA JR TIRSO MANUEL
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME CARREJA JR TIRSO MANUEL
MAILING 4301 W BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
17378
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
176834

BUSINESS HERNANDEZ DANIEL
4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME HERNANDEZ DANIEL
4301 W BOY SCOUT BLVD STE 300
MAILING TAMPA, FL 33607
ADDRESS

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019-2020

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
212987
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
661104	

BUSINESS LABRIT SUZANNE Y
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

NAME LABRIT SUZANNE Y
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

2019-2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE

EXPIRES SEPTEMBER 30, 2020

273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
25994
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
90476

BUSINESS ADAMS ERIC S
4301 W BOY SCOUT BLVD 300
TAMPA, FL 33607

NAME ADAMS ERIC S
MAILING 4301 W BOY SCOUT BLVD SUITE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2019-2020

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020
OCC. CODE 273.000000 ATTORNEY-AT-LAW

ACCOUNT NO.
44672
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
237655

BUSINESS GETZOFF DEBORAH A
4301 WEST BOY SCOUT BLVD STE 300
TAMPA, FL 33607

NAME C/O LAWANNA VOCI
MAILING 4301 WEST BOY SCOUT BLVD STE 300
ADDRESS TAMPA, FL 33607

2019 - 2020

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT ANT ANT

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2020

OCC. CODE
273.000000 ATTORNEY-AT-LAW

1

ACCOUNT NO.
55670
NEW BUSINESS

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 10.00
118150

BUSINESS CORY ALYSSA LYNN
4301 W BOY SCOUT BL STE 300
TAMPA, FL 33607

NAME ALYSSA LYNN CORY
C/O LAWANNA VOCI, OFFICE ADMINISTRATOR
MAILING 4301 WEST BOY SCOUT BL STE 300
ADDRESS TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

2019 - 2020

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

OCC. CODE

273.000000 ATTORNEY-AT-LAW

52760
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	10.00
	122031

BUSINESS KING ELIZABETH S
4301 WEST BOY SCOUT BLVD SUITE
300
TAMPA, FL 33607

2019 - 2020

NAME S. ELIZABETH KING
MAILING C/O: LAWANNA VOCI
ADDRESS 4301 W BOY SCOUT BLVD STE 300
TAMPA, FL 33607

Paid 18-622-002483
08/16/2019 40.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

**2019-2020 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

SHUTTS & BOWEN LLP
SHUTTS & BOWEN LLP
1022 PARK ST
STE 308
JACKSONVILLE, FL 32204

ACCOUNT NUMBER: 261061
BUSINESS NAME: SHUTTS & BOWEN LLP
PHYSICAL ADDRESS: 1022 PARK ST STE 308
JACKSONVILLE, FL 32204

CLASSIFICATION CODE: 323079 - PUBLIC SERVICE OR REPAIR, NOT SPEC

STATE LICENSE NO:

COUNTY TAX:	13.75
MUNICIPAL TAX:	51.25
TOTAL TAX:	65.00

VALID UNTIL September 30, 2020

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.

CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4141449.0003-0003 Y02 07/25/2019 65.00

**2019-2020 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

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FOSTER, JESSICA
SHUTTS & BOWEN LLP
1022 PARK ST
STE 308
JACKSONVILLE, FL 32204

ACCOUNT NUMBER: 261059
BUSINESS NAME: FOSTER, JESSICA
PHYSICAL ADDRESS: 1022 PARK ST STE 308
JACKSONVILLE, FL 32204

CLASSIFICATION CODE: 322005 - ATTORNEY

STATE LICENSE NO: 117721

COUNTY TAX:	30.00
MUNICIPAL TAX:	100.00
TOTAL TAX:	130.00

VALID UNTIL September 30, 2020*****ATTENTION*******THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.**

CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4141449.0001-0001 Y02 07/25/2019 130.00

**2019-2020 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

GILLIS, HAROLD T
SHUTTS & BOWEN LLP
1022 PARK ST
STE 308
JACKSONVILLE, FL 32204

ACCOUNT NUMBER: 50833
BUSINESS NAME: GILLIS, HAROLD T
PHYSICAL ADDRESS: 1022 PARK ST STE 308
JACKSONVILLE, FL 32204

CLASSIFICATION CODE: 322005 - ATTORNEY

STATE LICENSE NO:

COUNTY TAX: 30.00
MUNICIPAL TAX: 100.00
TOTAL TAX: 130.00

VALID UNTIL September 30, 2020

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.

CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4141449.0002-0002 Y02 07/25/2019 130.00

**2019-2020 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

VANLEEUEWEN, SUZANNE M
SHUTTS & BOWEN LLP
1022 PARK ST
STE 308
JACKSONVILLE, FL 32204

ACCOUNT NUMBER: 183225
BUSINESS NAME: VANLEEUEWEN, SUZANNE M
PHYSICAL ADDRESS: 1022 PARK ST STE 308
JACKSONVILLE, FL 32204

CLASSIFICATION CODE: 322005 - ATTORNEY

STATE LICENSE NO: 0070986

COUNTY TAX:	30.00
MUNICIPAL TAX:	100.00
TOTAL TAX:	130.00

VALID UNTIL September 30, 2020*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-4141449.0004-0004 Y02 07/25/2019 130.00

**2019-2020 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

YORK, JEFFREY S
BALCH & BINGHAM LLP
1022 PARK ST
STE 308
JACKSONVILLE, FL 32204

ACCOUNT NUMBER: 17527
BUSINESS NAME: YORK, JEFFREY S
PHYSICAL ADDRESS: 1022 PARK ST STE 308
JACKSONVILLE, FL 32204

CLASSIFICATION CODE: 322005 - ATTORNEY

STATE LICENSE NO:

COUNTY TAX: 30.00
MUNICIPAL TAX: 100.00
TOTAL TAX: 130.00

VALID UNTIL September 30, 2020

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.

CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4141449.0005-0005 Y02 07/25/2019 130.00



January 6, 2020

Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Shutts & Bowen LLP has Professional Liability Coverage under Policy ALA#1569 with an annual limit of \$50,000,000 per claim and \$100,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2020 to January 1, 2021.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

By: Anne M. Mahoney Date: 1/6/20
Anne M. Mahoney
Assistant Director of Underwriting

State of Florida



Department of State

I certify from the records of this office that SHUTTS & BOWEN LLP is a partnership.

I further certify that said partnership filed a Statement of Qualification on December 18, 1998. The document number assigned to this statement is LLP980000339.

I further certify that the status of said partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-seventh day of September, 2018



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

TAB A

PROPOSAL FOR
TOWN ATTORNEY SERVICES
FOR
BAY HARBOR ISLANDS, FLORIDA

BY



Contact Persons:

Gretchen R. H. "Becky" Vose, Esq.
Wade C. Vose, Esq.[†]
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789
Phone: 407-645-3735
Toll-Free: 1-866-789-VOSE
Fax - 407-628-5670
E-mail: wvose@voselaw.com
Web: www.voselaw.com

[†]Wade Vose - Board Certified
in City, County and Local
Government Law



Dated: September 15, 2020

TAB B

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September 15, 2020

Mayor and Town Commissioners
Town of Bay Harbor Islands
Town Hall
1 Bobby Green Plaza
Bay Harbor Islands, Florida 33823
c/o Town Manager's Office

**Re: Cover Letter and Executive Summary
Town Attorney Services for the Town of Bay Harbor Islands**

Dear Mayor and Town Council Members:

Overview of Firm and Local Government Representation Experience

It is with pleasure that the Vose Law Firm LLP makes this proposal to provide Town Attorney legal services to the Town of Bay Harbor Islands. Our firm and its attorneys have long histories of representing local governmental entities. Our founding partner began her local governmental practice in 1973, and our firm has followed in her footsteps. All eight (8) of the attorneys of our firm specialize in local government representation and have extensive local government, land development, and litigation experience. Five (5) of our attorneys are Board Certified by the Florida Bar in the area of City, County, and Local Government Law.

Our attorneys have provided legal counsel to well over one hundred (100) Florida local governmental agencies, including holding the position and serving as City Attorney, Town Attorney, Village Attorney, and County Attorney for twenty-seven (27) different Florida local governments, and having collective local government, land development, and litigation experience of approximately two hundred (200) years. Our firm is made up of four partners and four of counsel attorneys, all of whom specialize in local government representation.

Current Local Governmental Clients of Firm

Our firm currently serves as City Attorney for the cities of Cocoa Beach, Anna Maria, Bunnell, Brooksville, Daytona Beach Shores, Village Attorney for the Village of Indiantown, Town Attorney for the Town of Oakland, and County Attorney for Okeechobee County. Our attorneys also serve as Special Magistrate for the cities of St. Augustine, Satellite Beach, and Davenport. The Vose Law Firm has a fast-paced and active practice; however, rest assured that we have the time, ability, desire, commitment,

and passion to provide prompt, high quality legal services to the Town of Bay Harbor Islands as its Town Attorney at an affordable price.

Our firm has a particular expertise in representing tourist destination municipalities that also have stable high end residential populations, such as the City of Anna Maria, the City of Cocoa Beach, and the City of Daytona Beach Shores, which we represent as City Attorney.

Attorneys Assigned to Represent Bay Harbor Islands

If chosen to represent the Town of Bay Harbor Islands, it is proposed that the Vose Law Firm will be the Town Attorney, with joint responsibility in Becky Vose, John Cary and Ralf Brooks for managing the relationship with the Town, and attending Town Council and other Town meetings. This collaborative approach to our representation of local government clients has historically worked extremely well to ensure uninterrupted, thorough, and expert representation of our local government clients.

In addition, the other five highly experienced local government attorneys will always be available to the Town of Bay Harbor Islands if needed. It is common that similar issues arise in multiple local governments, and our clients benefit, both financially and substantively from the collaborative representation by multiple attorneys in our firm. The axiom, “two heads are better than one,” is almost always true, and eight heads are even better!

At any time, the full resources of the Vose Law Firm will be available to the Town of Bay Harbor Islands. That includes the active involvement and representation by eight (8) highly experienced and competent lawyers of the firm. The depth of field and legal expertise as to local government representation will be the best available in Florida. Based on our firm’s broad experience in local government representation and representation of municipalities, we feel that our firm is uniquely well qualified to fulfill the duties of Town Attorney for the Town of Bay Harbor Islands.

Proposed Compensation

The Vose Law Firm proposes to provide unlimited, and complete Town Attorney legal services to the Town of Bay Harbor Islands for the monthly retainer amount of \$16,000 per month (\$192,000 per year). That lump sum fee would include general legal services, attendance at meetings, all litigation, local bond counsel work, and representation of the Town’s enterprise funds, but does not include Risk Management (insurance defense), Special Magistrate Services (which legally cannot be provided by either an inside or outside Town Attorney due to conflict issues), and general bond counsel work. This proposal would be \$12,800 under the 2019-2020 FY budget, and \$62,850 under the proposed 2020-2021 FY budget, and would provide budgetary certainty for the Town as to legal fees.

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned in the next paragraph), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter.

Our flat fee proposal would give complete budgetary certainty as to the Town Attorney expenses of the Town, including litigation, while providing unlimited access to the best local government legal talent available in the state.

Hiring our firm on a flat fee is the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the municipality. Those are the times when legal expenses can get out of hand if the municipality is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation fees each month to ensure budgetary certainty and prevent the frightening experience of out of control legal costs.

The attorneys of the Vose Law Firm have realized over the years that an all-inclusive retainer results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by governmental staff. The end result in having the municipality’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm wish to truly be a part of the Town of Bay Harbor Islands and work diligently to keep the Town out of trouble, and ensure the smooth running of the Town without unnecessary litigation or problems.

Because of our extensive local government attorney experience, we have a thorough understanding of the work to be done for the Town of Bay Harbor Islands and we make a positive commitment to the Town to perform the work in accordance with the terms of this response to RFP.

Due to our unique billing arrangement of fixed fee billing, with no extra legal fees, there will never be any hesitancy on the part of elected officials or staff to contact our attorneys as to each and every matter in which there may be a legal issue involved. Many municipalities with attorneys who charge an hourly rate can suffer “sticker shock” when unexpected litigation occurs and legal fees get extremely high. Our fixed fee structure protects our municipal clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be very helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a town with a fixed fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a “leg-up” in the negotiations.

Technological Capabilities

The Vose Law Firm is an industry leader with respect to technological abilities. The firm's attorneys are all available for telephonic or video conferencing meetings when it will serve the needs of the city. All of the firm's attorneys have cell phones and laptop computers with access to a secure enterprise-grade cloud-based file server platform (the Box.com platform, used by Fortune 500 companies worldwide) that allows them to access files from anywhere with Wi-Fi or 4G cell phone signal, and to securely share those files with our clients. This means that no matter where the attorney is physically located at any given moment, he or she can access critical client files and email or share them with town staff.

Additionally, the COVID-19 pandemic has caused local governments to rethink how to hold public meetings without in-person contact, while still meeting legal open meeting requirements. The attorneys at the Vose Law Firm have worked together to skillfully guide their local government clients in this time of uncertainty. We have worked with county and municipal administrators to set up online meetings that meet the needs of the client while also ensuring public access and participation when necessary. Our technological knowledge and capabilities have enabled our clients to continue operating without the need for in-person meetings.

We encourage our clients to contact us as soon as there is a legal issue that needs attorney consideration. We are available by email or telephone when needed by our clients at all time, seven days a week. Our attorneys strive to be as responsive as possible to our clients in order to avoid inadvertent false starts or litigation.

Law Firm Location

Although Vose Law Firm's main office is in Winter Park, this would not present an impediment to providing legal services to the Town of Bay Harbor Islands. As illustrated on the Map of Local Government Clients on page 13 of this proposal, the attorneys of our firm are used to traveling significant distances to serve our clients. In addition, the attorneys of our firm live in a variety of locations throughout Florida, from the panhandle to south Florida. In fact, there are numerous advantages to a municipality in hiring a truly "out of town" law firm to be town attorney. The Vose Law Firm will definitely never have a conflict of interest with the Town of Bay Harbor Islands. Our firm never has, and never will, represent landowners or potential commercial interests in Bay Harbor Islands. The attorneys of our firm are essentially immune from pressure that might come to bear upon attorneys and firms with practices located closer to Bay Harbor Islands.

Summary of Individual Attorneys' Local Government Experience

(Resumes later in Proposal)

Becky Vose is the Founding Partner of the Vose Law Firm. She is currently the

Co-City Attorney of Cocoa Beach in Brevard County, the City Attorney of Anna Maria in Manatee County, and Town Attorney for Oakland in Orange County. Ms. Vose graduated number one in her law school class at the University of Florida in 1973, where she was Senior Class President, Chairperson of the Council of Ten, and on the editorial staff of the Law Review. She began her career as an Assistant City Attorney for Orlando and has continuously practiced local government law, land development law, and litigation for 47 years, and has served as City Attorney for eleven (11) Florida cities, as well as representing numerous other local government entities. Becky Vose was also the founding partner of the Orlando branch office of Shutts & Bowen, a statewide law firm which was the first law firm in the City of Miami, before founding the Vose Law Firm.

Ralf Brookes is Board Certified by the Florida Bar in the area of City, County and Local Government Law, and has been practicing local government law for the last 32 years. Ralf has served as City Attorney for the cities of Madeira Beach, St. Pete Beach, and Bradenton Beach, and Town Attorney for Yankeetown, Florida. He has also represented Monroe County (the "Florida Keys") as Land Use Litigation Counsel in state and federal courts, and serve as counsel for Monroe County's Growth Management Division, Planning Department, Planning Commission and Code Enforcement. He also prepared and defended Monroe County's vacation rental ordinance, noise ordinances, resolutions and land development regulations, development agreements, comprehensive plan amendments. He also represented Sarasota County as an Assistant County Attorney where he advised the Board of County Commissioners; Planning Commission, Planning, Natural Resources, Code Enforcement, Solid Waste Departments, interagency and interlocal agreements Pollution Control. Ralf's undergraduate degree in Marine Sciences and Geology is from the University of Miami, and his law school degree is from the University of Florida. He is a frequent speaker and presenter before many lawyer and non-lawyer groups on such topics as noise ordinances, growth management, environmental permitting, administrative law, land use, and litigation.

John Cary has been licensed by the Florida Bar since 2009 and currently serves as City Attorney for the City of Daytona Beach Shores, Assistant County Attorney for Okeechobee County, Assistant City Attorney for the City of Bunnell in Flagler County, Assistant City Attorney for the City of Cocoa Beach in Brevard County, Assistant City Attorney for the City of Anna Maria, Assistant City Attorney for the City of Brooksville, Assistant Town Attorney for the City of Oakland, and Assistant Village Attorney for the Village of Indiantown. Prior to joining the firm, Mr. Cary served as the in-house Assistant City Attorney for the City of St. Augustine, where he served as the primary advisor to both the Planning and Zoning Board and the Code Enforcement Board, as well as being the advisor to the city's police department. Mr. Cary has extensive experience with the state government, having served in all three branches: as Chief of Professions at the Department of Business and Professional Regulation, as Senior Supervising Attorney for the Office of Court Education at the Office of the State Courts Administrator, and as an attorney for the House of Representatives Judiciary Committee. He began his legal career with the City of Ocala. Prior to law school, Mr. Cary served as an officer in the United States Air Force, where he served as Crew Commander at Cavalier Air Force Station in

North Dakota, as the Chief of Training at Cape Canaveral Air Force Station in Brevard County, and as a trainee at the Officer Space Prerequisite Training school at Vandenberg Air Force Base in California. In addition to his law degree from Florida State University, he has a Master's in Public Administration (MPA) from the University of Central Florida and a bachelor's in Geography and Planning from the University of Akron, in Ohio.

Wade Vose is Board Certified by the Florida Bar in the area of City, County and Local Government Law, and is the managing partner of the Vose Law Firm. He has been continuously practicing local government law for the last 16 years after graduating from law school with honors from the University of Florida. He is currently the County Attorney for Okeechobee County, Village Attorney for the Village of Indiantown (the State of Florida's most recently incorporated municipality, in Martin County), City Attorney for the City of Bunnell in Flagler County, Co-City Attorney for Cocoa Beach in Brevard County, General Counsel to Seminole County Supervisor of Elections, Special Magistrate for the City of Satellite Beach and Counsel to the Pinellas County County Attorney Oversight Committee. Mr. Vose currently serves as the General Counsel to the Alachua County Charter Review Commission, and previously served as General Counsel to the Pinellas County Charter Review Commission, General Counsel to the Orange County Charter Review Commission (twice), General Counsel to the Clay County Charter Review Commission, and General Counsel to the Brevard County Charter Review Commission.

Nancy Stuparich has been licensed by The Florida Bar since 1987 and currently serves as City Attorney for the City of Brooksville in Hernando County, Assistant City Attorney for the City of Anna Maria, Assistant City Attorney for the City of Cocoa Beach, Assistant City Attorney for the City of Bunnell and Special Magistrate for the City of Davenport. She formerly served as County Attorney of DeSoto County, Assistant County Attorney for Escambia County, Assistant General Counsel to the Florida League of Cities, Attorney for the Marco Island Planning Board, Land Use and Environment Special Magistrate for Lake County, Florida Staff Attorney to the Second District Court of Appeals, and Director of Growth Management for Escambia County. In addition to having a law degree from the University of Florida, Ms. Stuparich has masters degrees (MPA and MSP) in Public Administration and Urban Planning from Florida State University.

Karen Consalo is Board Certified by the Florida Bar in the area of City, County and Local Government Law, and holds a Certification in Land Use and Environmental Law from the University of Florida. Karen is a former Assistant City Attorney for the City of Orlando where she was the lead in-house attorney for land development, environmental, and aviation matters. Karen is also a former Assistant County Attorney for Seminole County where she was the lead in-house attorney for planning and development, conservation, and code enforcement, as well as litigation and appellate counsel. She assisted in formulation and drafting of legislation and agreements relating to land development and conservation matters. Karen also is Special Magistrate for the City of Casselberry, and is the former Special Magistrate for the Town of Oakland.

Lonnie Groot is Board Certified by the Florida Bar in the area of City, County and Local Government Law and has been a member of the Florida Bar since 1978. Lonnie held the position of in-house City Attorney for Palm Coast, and has served as primary legal counsel for the cities of Sanford, Daytona Beach Shores, Lake Helen, and Mount Dora. He is also the Special Magistrate for Seminole County. In addition he has represented the Seminole County Supervisor of Elections, Seminole Community College, the Orange/Seminole County Wastewater Transmission Authority, Seminole County, Oviedo, Lake Mary, Casselberry, DeLand, Orange City, Lake Helen, Lake County, Maitland, Edgewood, Titusville, and Citrus County. In addition, Lonnie served as the Deputy County Attorney/ Assistant County Attorney for Seminole County, and served as General Counsel for the Seminole County Expressway Authority. He also represented and advised the Seminole County Clerk of the Circuit Court, Supervisor of Elections, Tax Collector, Property Appraiser, Code Enforcement Board, Canvassing Board, Metropolitan Transportation Agency and the City of Lake Mary.

Kimberly Kopp is Board Certified by the Florida Bar in the area of City, County and Local Government Law. Kim represents local governments in land use, real estate and other local government matters. She regularly works with community development staff, attends City Council and County Commission meetings, meetings of land planning agencies, and code enforcement meetings. She advises local government staff and governing bodies on complicated real estate, land use, building and construction, and code enforcement matters, and she handles matters in litigation. She also provides assistance to local governments related to public records, sunshine law, and ethics issues. She have also served as a hearing officer for a County's contractor licensing board, and as a special magistrate for code enforcement.

Based on our firm's broad experience in local government, land development, and litigation representation, and representation of municipalities, we have a full understanding of the scope of work expected of the Bay Harbor Islands Town Attorney. Because of our particular experience representing coastal tourist towns such as the City of Anna Maria, the City of Daytona Beach Shores and the City of Cocoa Beach, we feel that our firm is uniquely well qualified to fulfill the duties of Town Attorney for the Town of Bay Harbor Islands.

General Information about Law Firm/Required Statements

All attorneys in our firm are licensed by and in good standing with The Florida Bar, and five of our attorneys are Board Certified by the Florida Bar in the area of City, County and Local Government Law. In both 2009 and 2010, the Vose Law Firm was honored by being named "Reader's Choice - Best Law Firm" by the readers of the Orlando Business Journal. The Vose Law Firm is rated A-V by Martindale-Hubbell, which is the highest rating awarded by that legal directory, and the firm has been listed in Martindale-Hubbell's Register of Pre-Eminent Lawyers.

As requested in the Request for Proposals, the undersigned attorney, Gretchen R. H. "Becky" Vose, who owns a 51% interest in Vose Law Firm, LLP, hereby states that the persons in the law firm who are authorized signatories for the firm to sign bids and proposals, and to negotiate and/or sign contracts, agreements, amendments and related documents for which Vose Law Firm, LLP will be duly bound are Gretchen R. H. "Becky" Vose and Wade C. Vose. The conversion document filed with the State of Florida from Vose Law Firm, LLC to Vose Law Firm, LLP in 2008, stating the partners in the firm is attached hereto in the forms section. Becky's business address is 324 W. Morse Boulevard, Winter Park, Florida, 32789, and her cell phone number is 407-448-0111. Our firm warrants and represents that at all times during the term of the agreement with the Town of Bay Harbor Islands, our firm, and the attorneys of our firm will maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services. The attorneys of our firm have had no malpractice claims or ethics complaints over the last five years. Our firm has malpractice insurance in the amount of \$2,000,000 per occurrence with CNA. The coverage is acceptable to all of our current clients, but the firm is willing and able to increase coverage if requested by the Town of Bay Harbor Islands.

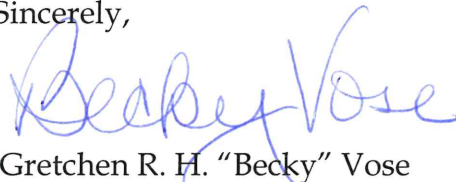
Conclusion

We would be honored and thrilled to provide Town Attorney services for the Town of Bay Harbor Islands, and the attorneys of the Vose Law Firm are ready, willing and able to immediately take over the representation of the Town. Because of our particular experience representing coastal tourist towns which are also the home towns of thousands of wonderful full time residents, including the City of Daytona Beach Shores, the City of Cocoa Beach and the City of Anna Maria, we feel that our firm is uniquely well qualified to fulfill the duties of Town Attorney for the Town of Bay Harbor Islands. Because of our extensive local government, land development, and litigation experience, we are used to taking over the legal representation of a municipality upon a moment's notice, without the municipality or the firm missing a beat.

We assure you that if chosen, we will perform the Town's legal work in a timely and professional manner, and you will be exceptionally satisfied with our legal services.

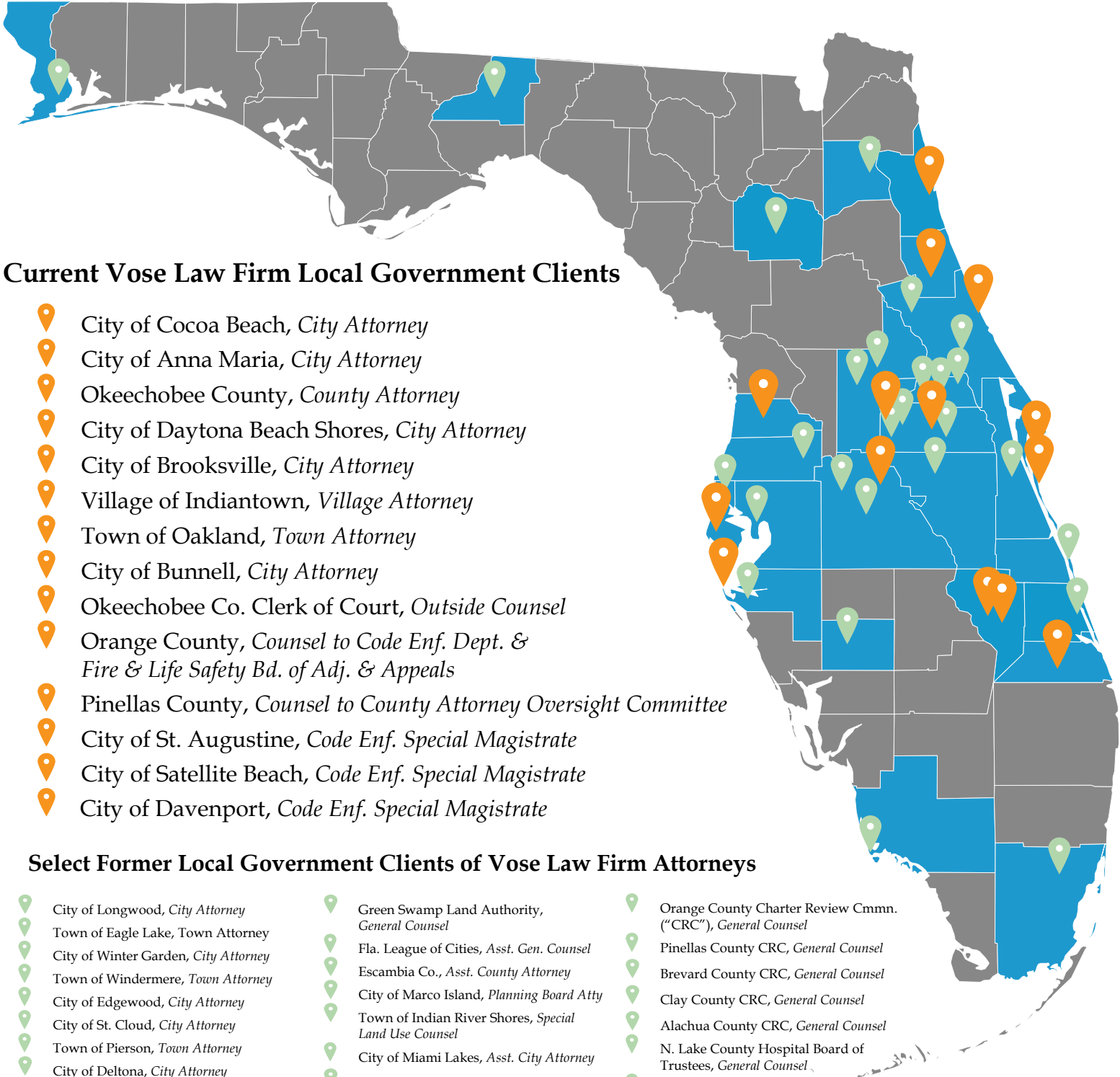
Thank you in advance for your review and consideration of our proposal.

Sincerely,



Gretchen R. H. "Becky" Vose
Founding Partner
Vose Law Firm, LLP

Current & Former Local Government Clients



Current Vose Law Firm Local Government Clients

- City of Cocoa Beach, *City Attorney*
- City of Anna Maria, *City Attorney*
- Okeechobee County, *County Attorney*
- City of Daytona Beach Shores, *City Attorney*
- City of Brooksville, *City Attorney*
- Village of Indiantown, *Village Attorney*
- Town of Oakland, *Town Attorney*
- City of Bunnell, *City Attorney*
- Okeechobee Co. Clerk of Court, *Outside Counsel*
- Orange County, *Counsel to Code Enf. Dept. & Fire & Life Safety Bd. of Adj. & Appeals*
- Pinellas County, *Counsel to County Attorney Oversight Committee*
- City of St. Augustine, *Code Enf. Special Magistrate*
- City of Satellite Beach, *Code Enf. Special Magistrate*
- City of Davenport, *Code Enf. Special Magistrate*

Select Former Local Government Clients of Vose Law Firm Attorneys

- | | | |
|--|--|--|
| City of Longwood, <i>City Attorney</i> | Green Swamp Land Authority, <i>General Counsel</i> | Orange County Charter Review Cmmn. ("CRC"), <i>General Counsel</i> |
| Town of Eagle Lake, <i>Town Attorney</i> | Fla. League of Cities, <i>Asst. Gen. Counsel</i> | Pinellas County CRC, <i>General Counsel</i> |
| City of Winter Garden, <i>City Attorney</i> | Escambia Co., <i>Asst. County Attorney</i> | Brevard County CRC, <i>General Counsel</i> |
| Town of Windermere, <i>Town Attorney</i> | City of Marco Island, <i>Planning Board Atty</i> | Clay County CRC, <i>General Counsel</i> |
| City of Edgewood, <i>City Attorney</i> | Town of Indian River Shores, <i>Special Land Use Counsel</i> | Alachua County CRC, <i>General Counsel</i> |
| City of St. Cloud, <i>City Attorney</i> | City of Miami Lakes, <i>Asst. City Attorney</i> | N. Lake County Hospital Board of Trustees, <i>General Counsel</i> |
| Town of Pierson, <i>Town Attorney</i> | Lake County, <i>Land Use Special Magistrate</i> | Lake County, <i>VAB Magistrate</i> |
| City of Deltona, <i>City Attorney</i> | City of Ft. Pierce, <i>Special Invest. Counsel</i> | Hillsborough Co., <i>VAB Magistrate</i> |
| City of Dade City, <i>City Attorney</i> | Sem. Co. Tax Collector, <i>General Counsel</i> | |
| DeSoto County, <i>County Attorney</i> | | |
| Sem. Co. Supv. of Elections, <i>Gen. Counsel</i> | | |

Project Approach and Understanding

The most important services a municipal attorney can provide are: i) timely, accurate and thorough legal services that meet the needs of the municipality; and ii) proactive resolution of pending claims to prevent future claims against the municipality. There are a myriad of ways to accomplish these dual goals, and the attorneys of the Vose Law Firm are skilled in achieving excellent results for their clients, and in keeping their clients out of unnecessary litigation.

One way that the attorneys of the Vose Law Firm ensure timely, accurate, and thorough legal services for their clients is the use of a collaborative approach to the rendering of services. The attorneys and paralegals of the firm have regular weekly meetings to discuss pending issues and cases. As new issues arise, informal meetings are held on a daily basis to discuss them. In this way, at any one time, more than one attorney in the firm is fully cognizant of outstanding issues. In the unlikely event that the attorney who is primarily responsible to a client is unavailable to deal with an emergency situation, there will always be a back-up attorney to provide the needed services. Opinions rendered by the attorneys of the firm are typically reviewed by another attorney in the firm before such opinion is issued. All legal services are driven by client need.

If chosen to represent the Town of Bay Harbor Islands, it is proposed that the Vose Law Firm will be the town attorney, with joint responsibility in Becky Vose, John Cary, and Ralf Brookes for managing the relationship with the Town and attending Town Council and other town meetings. The other five attorneys of our firm will also be available to weigh in on Town of Bay Harbor Islands matters whenever needed. This collaborative approach to our representation of local government clients has historically worked extremely well to ensure uninterrupted, thorough, and expert representation of our local government clients.

At any time, the full resources of the Vose Law Firm will be available to the Town of Bay Harbor Islands. That includes the active involvement and representation by eight (8) highly experienced and competent lawyers of the firm. The depth of field and legal expertise as to local government representation will be the best available in Florida. Based on our firm's broad experience in local government representation and representation of municipalities, we feel that our firm is uniquely well qualified to fulfill the duties of Town Attorney for the Town of Bay Harbor Islands.

The collaborative approach to municipal attorney services proposed for the Town of Bay Harbor Islands is the same manner and approach utilized by the firm in its representation of Okeechobee County, the City of Cocoa Beach, the City of Daytona Beach Shores, the City of Anna Maria, the City of Brooksville, the Village of Indiantown, the

City of Bunnell, the Town of Oakland, and Orange County. It is common that similar issues arise in multiple local governments, and our clients benefit, both financially and substantively from the collaborative representation by multiple attorneys in our firm. The axiom, “two heads are better than one,” is almost always true, and four heads are even better!

Examples of Vose Law Firm’s Approach to Providing Municipal Attorney Legal Services

An example of proactive and client-centered legal work provided by the Vose Law Firm was for the City of Anna Maria when the firm took over as City Attorney in 2015. Anna Maria had been told by its previous city attorney that there was nothing that could be done about the burgeoning problems with vacation rentals that were plaguing the city. Approximately half of the beloved “bungalows” in Anna Maria that had been the historic residence of choice in the over hundred-year history of that city had already been torn down, and been replaced with what the native Anna Maria citizens pejoratively referred to as “McMansions”. Most “McMansions” held vacation rentals that housed up to 22 people each on small (50’ x 100’) bungalow lot. The problems with vacations rentals were tearing the city apart. At the direction of the Anna Maria City Commission the attorneys of the Vose Law Firm drafted a comprehensive vacation rental ordinance that imposed reasonable, but strict, restrictions on vacation rentals. The Vose Law Firm successfully defended the ordinance in three different court challenges, and settled with \$0 paid to any claimants, over 100 Bert Harris claims. Now, three years later, the city has the vacation rental issues completely resolved to the satisfaction of the city commission, city residents, and vacation rental owners and agents.

An example of proactive and aggressive litigation technique that greatly benefitted a former local government client of the Vose Law Firm is the *Manji v. City of Deltona* case. When the Vose Law Firm became the city attorney of Deltona, (a city with a population of over 87,000), the firm inherited numerous lawsuits. One of those cases was the *Manji* case, which was an inverse condemnation action in which there was a claim of damages against the city in excess of \$1 Million. The case had been pending for seven years, and five different attorneys had worked on it for the city, but there had been little substantive progress on the case during that time.

After thoroughly reviewing the case, and talking with the City Manager, the Vose Law Firm recommended noticing the case for trial, and at the same time making an offer of judgment of \$50,000. This was approved by the City Commission. The offer of judgment was declined by the plaintiffs and Becky Vose tried the case in a two day trial. The city won the case, and the court found that the city had no liability whatsoever. The Vose Law Firm then filed a motion to assess fees and costs against the plaintiffs based on the offer of judgment, and at mediation of that motion, **the plaintiffs agreed to pay the City of Deltona \$100,000**, even though the legal fees charged to Deltona by the Vose Law Firm were approximately one-third of that amount. Soon after this successful result, several other cases that had been languishing under previous Deltona city attorneys were

quickly and advantageously resolved by the Vose Law Firm through negotiation and mediations.

Another recent example of the Vose Law Firm's successful local government representation is litigation involving a proposed RaceTrac service station in the Town of Oakland. Oakland had held firm in its position to prevent direct access from State Road 50 to the site of the proposed RaceTrac, and instead required access via a signalized side street. This was in spite of RaceTrac having received a conditional permit for the state road access from the FDOT. After being turned down by the town, the owner of the property to be utilized by RaceTrac, represented by the Lowndes Drosdick law firm, filed a petition for certiorari in the Orange County Circuit Court and litigation ensued. The Vose Law Firm was successful in that litigation and the court ruled that the Town of Oakland had the right to deny direct access from a state road despite a conditional permit from the FDOT.

The Vose Law Firm has extensive experience in representation of local governments while keeping fees within budgetary limits. The attorneys of the Vose Law Firm are mindful of the economic constraints under which local governments operate. Historically our firm has never had any problem adhering to budgetary restraints set by its local government clients.

The attorneys of our firm also understand that a governmental entity that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the governmental entity while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm's belief that our best interests are inexorably tied to the best interests of our clients. If our clients benefit, so do we.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time and ability to provide prompt, high quality legal services to the Town of Bay Harbor Islands. Because of our extensive history performing municipal attorney work, the attorneys of the Vose Law Firm have a thorough understanding of the scope of work that will be required of the Town Attorney of Bay Harbor Islands.

TAB E

QUALIFICATION INFORMATION AND ASSIGNED PERSONNEL

GRETCHEN R. H. ("BECKY") VOSE

Senior Partner and Founder, Vose Law Firm, LLP

324 West Morse Blvd.

Winter Park, Florida 32789

Telephone: (407) 645-3735

Cell: (407) 448-0111

Facsimile: (407) 628-5670

Email: bvose@voselaw.com



EDUCATION AND BAR DATA

Law Degree:	J.D. with High Honors. 1973 University of Florida College of Law Gainesville, Florida
Grade Average:	3.6 (four point system) Number 1 in Class
Undergraduate Degree:	B.A. in English with High Honors. 1970 Emory University, Atlanta, Georgia
Member/Admitted:	Florida Bar – Member in Good Standing since December 14, 1973 – Bar No. 169913 U.S. District Court, Middle District of Florida U.S. Fifth Circuit Court of Appeals U.S. Eleventh Circuit Court of Appeals U.S. Court of Appeals for Federal Circuit Orange County Bar Association
Rated:	AV by Martindale-Hubbell (highest rating awarded) Listed in Martindale-Hubbell Bar Register of Preeminent Lawyers

BAR RELATED ACTIVITIES AND HONORS

City, County & Local Government Law Section of Florida Bar
Chairperson, Women in Law Committee, Orange County Bar Association
Fee Arbitration Committee, Orange County Bar Association
Central Florida Association of Women Lawyers
Member, Eminent Domain Committees, Florida Bar and American Bar
Volunteer Guardian Ad Litem Orange Co. Legal Aid Soc. - Cited for Exceptional Service
Volunteer to Homeless Advocacy Program of Orange County Bar – Cited for Exceptional Service

LAW SCHOOL POSITIONS AND HONORS

Editorial Board, University of Florida Law Review
Order of the Coif
University of Florida Law School, Senior Class President
Law Center Scholarship
Chairperson of Council of Ten
Verdict staff
Judicial Intern
Foundation Press Award
Co-chairman from Florida Bar Law Student Division to Young Lawyers Section Bar Review Study Course Committee

PUBLICATIONS

Politics Proof Estate Planning & Asset Protection (Book – Published Jan. 2009 by HamiltonBlaine) A guide to shielding your family, businesses, and assets from the legal and financial chaos brought on by 21st Century politics.

Environmental Survival Kit for Real Estate Professionals (Book and disk. Purchased in the 1990's by the Florida Board of Realtors to be used for continuing education purposes.)

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City Attorney, Orlando, Florida
Managing Partner/ Chairperson, Real Estate Department, Shutts & Bowen Orlando office
Senior Partner, Vose Law Firm, LLP
City Attorney, City of Cocoa Beach
City Attorney, City of Anna Maria
City Attorney, City of Brooksville
City Attorney, City of Winter Garden
City Attorney, City of Edgewood
City Attorney, City of St. Cloud
City Attorney, City of Eagle Lake
City Attorney, City of Longwood
City Attorney, City of Windermere
City Attorney, City of Deltona
Town Attorney, Town of Oakland
General Counsel for North Lake County Hospital Board of Trustees
Attorney for City of Orlando Code Enforcement Board
Special Counsel to City of Orlando as to Eminent Domain matters
Special Counsel to City of Ocoee
Special Counsel to City of Casselberry
Special Counsel to Orange County Sheriff's Office
City Prosecutor for City of Orlando
City Prosecutor for City of Edgewood

City Prosecutor for City of Winter Garden
Special Counsel to Orange County as to Code Enforcement Foreclosures
Special Counsel to Orange County as to Environmental Claims
Special Litigation Counsel to Orange County Property Appraiser
General Counsel for Green Swamp Land Authority
Counsel to Orange County Fire and Life Safety Code Board of Adjustments and Appeals
Special Counsel to Orange County as to §1983 Civil Rights Litigation
Eminent Domain Mediation Services for:
 Florida Department of Transportation
 Florida Turnpike Authority
 Seminole County
 Orange County
 Hillsborough County
 Lake County
 Polk County
Certified Circuit Court Mediator
Nominated for Appointment to Fifth District Court of Appeal

BIOGRAPHICAL SKETCH

GRETCHEN R. H. ("BECKY") VOSE

Ms. Vose graduated first in her law school class at the University of Florida College of Law, in 1973. While a law student, she was Senior Class President, Chairperson of the Council of Ten, on the editorial board of the University of Florida Law Review, recipient for three years of a Law Center Scholarship, recipient of the Foundation Press Award, member of the Verdict (law school newspaper) staff, and served as a Judicial Intern. Upon graduation, Ms. Vose was tapped for membership in Order of the Coif.

In 1973, Ms. Vose was admitted to the Florida Bar and began her legal career as an Assistant City Attorney for Orlando. Thereafter she formed the law firm that is the predecessor to the Vose Law Firm. In 1981, Ms. Vose was recruited by Shutts & Bowen to open a branch office in Orlando. Ms. Vose opened the office and served as its first managing partner and partner in charge of the Real Estate Department. While at Shutts & Bowen, Ms. Vose was honored by being nominated by the Judicial Nominating Commission for a seat on the Fifth District Court of Appeal. After 10 years of partnership in Shutts & Bowen, Ms. Vose withdrew from that firm and moved her law practice to Winter Park.

Over the years, Ms. Vose represented numerous large corporate entities, such as Walgreens, BellSouth Telecommunications, Regions Bank, and M&I Bank, innumerable smaller and regional corporations, individuals, and governmental agencies. Ms. Vose has held the positions of City Attorney for the cities of Cocoa Beach, Anna Maria, Daytona Beach Shores, Brooksville, Winter Garden, Edgewood, Longwood, Windermere, Oakland, Eagle Lake, St. Cloud, and Deltona, and has also done major work for Orange County government as to matters ranging from complex environmental litigation and the defense of §1983 Civil Rights claims. She also represented the Orange County Property Appraiser (OCPA) in a multi-year complex intellectual property lawsuit about the software utilized by the Property Appraiser's office.

Ms. Vose has taught at numerous continuing legal education seminars and presentations to other attorneys. In addition, Ms. Vose has regularly presented seminars and instructional sessions for employees and officials of both private and governmental clients. Both Ms. Vose and the Vose Law Firm are rated A-V, which is the highest rating given by Martindale-Hubbell. Ms. Vose and the Vose Law Firm have also been listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers. The Vose Law Firm was honored by being named "Reader's Choice - Best Law Firm, 2009" and "Reader's Choice - Best Law Firm, 2010", by the readers of the Orlando Business Journal.

RALF BROOKES

Of Counsel, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: rbrookes@voselaw.com



EDUCATION AND BAR DATA

Legal	University of Florida College of Law Gainesville, FL, Juris Doctorate (J.D.), 1988 Jessup's Cup Moot Court Team UF Law Center for Governmental Responsibility Fellowship
Undergraduate	University of Miami, Coral Gables, FL Bachelor of Science Degree, Marine Sciences & Geology (B.S. 1985)
Admitted/Member	Florida Bar - Admitted and Member in Good Standing since 1988 - Bar No. 778362 U.S. District Court, Southern District of Florida U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida Admin. Law Section - Florida Bar - Executive Council, 1991-1999 City, County, and Local Government Law Section - Florida Bar Environmental & Land Use Law Section - Florida Bar, Executive Council, 1993-2001 Florida Municipal Attorney's Association Member
Speaker/Presenter	Florida Municipal Attorney's Association • Noise Ordinances • The Florida Chamber of Commerce • Growth Management Short Course • Environmental Permitting Short Course • The Florida Bar, Continuing Legal Education (CLE) Programs • City, County and Local Government Section of the Florida Bar • Environmental and Land Use Law Section of the Florida Bar • Administrative Law Section of the Florida Bar • University of Florida Law program, speaker and guest lecturer • Continuing Legal Education, CLE-International Programs,

- Dealing With Government
- Litigating Land Use and Takings Claims
- Defending Local Government Land Use Denials
- Regulatory Takings under the U.S. and Florida Constitution
- Wetlands Regulations
- Southwest Florida Chamber of Commerce
- “Issues 08” Southwest Florida Legislative Delegation
- A Sustainable Southwest Florida: Creating a Vision. Participant City Attorney

PROFESSIONAL EXPERIENCE

CITY ATTORNEY EXPERIENCE:

Town of Yankeetown, Florida, (Levy County, pop. 760) City Attorney 2006 – present
 City of Madeira Beach, Florida (Pinellas County, pop. 4,406) City Attorney 2017-2020
 City of St Pete Beach, Florida (Pinellas County, pop. 10,086) City Attorney 2007-2008
 City of Bradenton Beach Florida, (Manatee County, pop.1,536) 2004 – 2009

As City/Town Attorney: Meet with and advise City Manager and Departments; Municipal Law; Contracts, RFQs/RFPs; Disputes, Litigation, Comprehensive Plan Amendments, Land Development Code Amendments and review of development application, variances, planned developments, development agreements; legislation, ordinances, audits, sunshine law, public records law; grants, government and public works projects.

COUNTY ATTORNEY EXPERIENCE:

Monroe County (the “Florida Keys”): Land Use Litigation Counsel (1992-1998) Representing Monroe County Florida in land use litigation in state and federal courts, serve as counsel for Growth Management Division, counsel for Planning Department, Planning Commission and Code Enforcement; prepared and defended vacation rental ordinance, noise ordinances, resolutions and land development regulations, development agreements, comprehensive plan amendments, defended Monroe County in state and federal court.

Sarasota County Assistant County Attorney (1990 – 1992). Advise County Attorney, Board of County Commissioners of Sarasota County; Planning Commission, Planning, Natural Resources, Code Enforcement, Solid Waste Departments, interagency and interlocal agreements; Pollution Control

LAW SCHOOL TEACHING

University of Florida Law School – Conservation Clinic and Environmental and Land Use Law Program, **Practitioner in Residence 2013** under direction of Professors Ankersen, Flournoy and Hamann

Florida Gulf Coast University (FGCU) - Adjunct Professor Environmental Law (2005 – 2014), Environmental & Land Use Law Masters of Public Administration Program PAD 5620.

MEDIATOR/ARBITRATOR/ALTERNATIVE DISPUTE RESOLUTION

- **Mediator and Special Magistrate/Master, Fla. Stat. 70.51 Land Use & Dispute Resolution Act:** Alternative dispute resolution process for land use applications
- **Florida Court Appointed Arbitrator** – Florida Supreme Court Approved Training

JOHN M. CARY

Partner, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (321) 324-3530
Facsimile: (407) 628-5670
Email: jcary@voselaw.com



EDUCATION AND BAR DATA

Law Degree:	J.D., 2009 Florida State University College of Law Tallahassee, Florida
Master's Degree:	MPA, 2004 University of Central Florida Orlando, Florida
Undergrad Degree:	B.A. in Geography and Planning, 2001 University of Akron Akron, Ohio
Member/Admitted:	Florida Bar – Admitted and member in good standing since 2009 – Bar No. 68441 Michigan Bar – Admitted 2010 (inactive) – Bar No. P74524 Colorado – Admitted 2011 (inactive) – Registration No. 43337

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
St. Johns County Bar Association
Brevard County Bar Association
St. Augustine Inn of Court
Federalist Society – Jacksonville chapter
Rotary Club of St. Augustine - Sunrise

MILITARY SERVICE

United States Air Force Officer 2001-2006
Cavalier Air Force Station, ND - Missile Warning Crew Commander 2005-2006
Cape Canaveral Air Force Station, FL - Chief of Training 2001-2005
Vandenberg Air Force Base, CA – Space and Missile Operations Training 2001

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

City Attorney, City of Daytona Beach Shores
Assistant County Attorney, Okeechobee County
Assistant City Attorney, City of Cocoa Beach
Assistant City Attorney, City of Brooksville
Assistant City Attorney, City of Anna Maria
Assistant City Attorney, City of Bunnell
Assistant Town Attorney, Town of Oakland
Assistant Village Attorney, Village of Indiantown
Assistant City Attorney, City of St. Augustine
Special Magistrate, City of St. Augustine
Senior Supervising Attorney, Office of Court Education, Florida Office of State Courts
Administrator
Chief Attorney of Professions, Florida Department of Business and Professional
Regulation
Attorney, Judiciary Committee, Florida House of Representatives
Chief Compliance Official, City of Ocala

BIOGRAPHICAL SKETCH

JOHN CARY

Mr. Cary received his Bachelors of Arts (BA) degree from the University of Akron in Akron, Ohio. He received his Master's of Public Administration (MPA) from the University of Central Florida, taking courses focusing on Urban and Regional Planning. He received his Juris Doctor (JD) from the Florida State University School of Law in 2009, following five years as a Space and Missile Operations officer in the United States Air Force, where he was stationed at Cavalier Air Force Station, North Dakota, Cape Canaveral Air Force Station, Florida, and Vandenberg Air Force Base, California.

Mr. Cary was inspired to attend law school while taking the Land Use and Planning Law course in the final semester of his MPA degree. While he enjoyed planning and zoning and transportation issues, he really loved the legal aspects of land use. In law school, he took as many land use and local government-related courses as he could.

Mr. Cary began his legal career with the City of Ocala as the Chief Compliance Official. He then went on to serve in all three branches of the state government as an attorney for the House of Representatives Judiciary Committee, the Chief Attorney of Professions for the Department of Business and Professional Regulation, and the Senior Supervising Attorney/Operations Manager for Court Education in the Office of State Courts Administrator.

Mr. Cary then returned to his roots as a local government attorney, becoming the Assistant City Attorney for the City of St. Augustine. In addition to assisting the City Attorney in all manner of legal matters, Mr. Cary served as the advisor to the Planning and Zoning Board, the Code Enforcement, Adjustments and Appeals Board, the Lincolnville Community Redevelopment Agency, the Civil Service Board, and as police advisor to the St. Augustine Police Department. Mr. Cary prosecuted all municipal code violations as well as coordinated and assisted outside counsel in multiple litigation matters involving the City and represents the City in all Land Use and Environmental Dispute Resolution petitions.

Mr. Cary is now a partner at the Vose Law Firm, where he serves as City Attorney for Daytona Beach Shores, and as assistant city/county attorney for each of the firm's local government clients. Additionally, Mr. Cary was recently selected by the City of St. Augustine to serve as its Special Magistrate. Mr. Cary is a member of the Florida Bar, in addition to being licensed to practice law in Michigan and Colorado. He lives in St. Augustine and is a member of the local bar association in St. John's County, the St. Augustine Inn of Court, and the St. Augustine Sunrise Rotary Club.

WADE CHRISTOPHER VOSE

Managing Partner, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (321) 299-2289
Facsimile: (407) 628-5670
Email: wvose@voselaw.com



EDUCATION AND BAR DATA

Legal	University of Florida College of Law Gainesville, FL J.D. with Honors, May 2003 Book Awards: Environmental Law Intellectual Property Law Family Law Recipient of the Levin College of Law Leonard Scholarship
Undergraduate	University of Florida Gainesville, FL B.A. in Political Science, with Honors, May 2000 National Merit Scholar / Florida Academic Scholar Omicron Delta Kappa Leadership Honorary
Preparatory	Bishop Moore Catholic High School Orlando, FL Graduated with Highest Honors, May 1996 Student Body President Valedictorian
Admitted	Florida Bar – Admitted and Member in Good Standing since 2003 – Bar No. 685021 U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida Orange County Bar Association City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar
Certification	Board Certified in City, County and Local Government Law

PROFESSIONAL EXPERIENCE

Vose Law Firm LLP (Winter Park, FL)

Partner – As partner in an AV-rated law firm focusing in local government representation, real estate and development law, and complex business litigation, responsible for every segment of the representation and litigation process, including representation of government boards, client counseling, evaluation of claims and defenses, development of litigation strategies, preparation of pleadings, discovery, motions, and memoranda, and argument before trial and appellate courts. January 2004 to present.

Okeechobee County Board of County Commissioners (Okeechobee, FL)

County Attorney – As County Attorney for the only county strategically located in both Florida's Treasure Coast and Florida's Heartland, responsible for protecting the legal interests of Okeechobee County by providing comprehensive and quality legal services to the Board of County Commissioners, the County Administrator, and Department Heads, providing legal advice to the Board of County Commissioners and other county boards at public meetings, drafting county ordinances and resolutions, drafting and reviewing county contracts, and conducting litigation on behalf of the County. November 2019 to present.

Village of Indiantown, Florida (Indiantown, FL)

Village Attorney – As Village Attorney to Florida's newest municipality, just formed at the end of 2017, responsible for providing legal advice to the Village Council, Village Manager, Village boards and staff as the Village charts its own course, drafting ordinances, resolutions, and agreements, handling real estate transactions, and conducting litigation on behalf of the Village. September 2018 to present.

City of Cocoa Beach, Florida (Cocoa Beach, FL)

City Attorney – Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Cocoa Beach, a vibrant beach city on a barrier island off the east coast of Florida. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. July 2017 to present.

City of Bunnell, Florida (Bunnell, FL)

City Attorney – As City Attorney for this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City. October 2013 to present.

City of Anna Maria, Florida (Anna Maria, FL)

City Attorney – Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Anna Maria, an idyllic coastal city on Anna Maria Island in the Gulf of Mexico. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. March 2015 to present.

2020 Alachua County Charter Review Commission (Gainesville, FL)

General Counsel – As General Counsel to the commission empowered by the Alachua County Charter to review and propose amendments to the Alachua County Charter, responsible for advising the 2020 Alachua County Charter Review Commission (“CRC”) as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2019 to present.

Seminole County Supervisor of Elections (Sanford, FL)

General Counsel – Responsible for providing legal advice and representation concerning compliance with all statutory and regulatory requirements relating to the rights and duties of Supervisor of Elections under Florida law, legal representation with respect to interactions with the Florida Division of Elections, legal representation relating to the Seminole County budgeting and budget amendment processes, representation, advice, and preparation of proposed legislation relating to legislative affairs matters meetings with legislators, legislative and administrative staff, concerning legislative affairs matters, and all other related matters as requested by the Supervisor of Elections. February 2019 to present.

Town of Pierson, Florida (Pierson, FL)

Town Attorney – As Town Attorney for the Town of Pierson, a small Volusia County town known as the “Fern Capital of the World,” responsible for providing legal advice to the Town Council and other Town boards at public meetings, advising all Town staff, drafting ordinances and resolutions, and conducting litigation on behalf of the Town. June 2015 to January 2020.

Pinellas County, Florida (Clearwater, FL)

Counsel, County Attorney Oversight Committee – The County Attorney Oversight Committee is a unique collegial body created pursuant to Section 4.02 of the Pinellas County Charter, consisting of the seven members of the Pinellas County Commission, plus the five Pinellas County constitutional officers (Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court), organized to select, terminate, and annually review, the Pinellas County Attorney. As Counsel to the Committee, responsible for providing outside and impartial legal advice throughout its process of selection, termination, and annual

review of the Pinellas County Attorney. February 2017 to present.

City of Satellite Beach, Florida (Satellite Beach, FL)

Special Magistrate – As the first Code Enforcement Special Magistrate for the City of Satellite Beach, a coastal city located near Patrick Air Force Base in Brevard County, responsible for serving as an impartial magistrate to adjudicate violations of the City of Satellite Beach code of ordinances. February 2017 to present.

Seminole County Tax Collector (Sanford, FL)

Outside Counsel – Responsible for providing legal advice and representation concerning compliance with all statutory and regulatory requirements relating to the rights and duties of Tax Collector under Florida law, initiating, maintaining, and defending lawsuits on behalf of the Tax Collector, land use and construction law matters relating to the siting, construction and maintenance of branch offices, labor law matters relating to Tax Collector employees, legal representation relating to statutorily-governed interactions with the Seminole County Property Appraiser and the Seminole County Clerk of the Circuit Court, legal representation relating to Department of Revenue budgeting and budget amendment processes, representation, advice, and preparation of proposed legislation relating to legislative affairs matters, and all other related matters as requested by the Tax Collector. January 2017 to April 2019.

City of Deltona, Florida (Deltona, FL)

Chief Assistant City Attorney – Vose Law Firm and its Founding Partner, Becky Vose, served for over half a decade as City Attorney to the City of Deltona, an 87,000 resident community in Volusia County. As Chief Assistant City Attorney, responsible for providing legal advice to City Commission and other City boards at public meetings, as necessary, drafting of city ordinances and ordinance amendments, and litigation on behalf of the City. June 2011 to February 2017.

2016 Orange County Charter Review Commission (Orlando, FL)

General Counsel – As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2016 Orange County Charter Review Commission (“CRC”) as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. March 2015 to November 2016.

2016 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel – As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the

Pinellas County Charter, responsible for advising the 2016 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2015 to November 2016.

2016 Brevard County Charter Review Commission (Viera, FL)

General Counsel - As General Counsel to the commission empowered by the Brevard County Charter to review and propose amendments to the Brevard County Charter, responsible for advising the 2016 Brevard County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2015 to November 2016.

2018 Clay County Charter Review Commission (Green Cove Springs, FL)

General Counsel - As General Counsel to the commission empowered by the Clay County Charter to review and propose amendments to the Clay County Charter, responsible for advising the 2018 Clay County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. December 2017 to July 2018.

2012 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2012 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. August 2011 to November 2012.

Eighth Judicial Circuit State Attorney's Office (Gainesville, FL)

Certified Legal Intern - Responsible for prosecution of criminal cases as the sole Certified Legal Intern in the Bradford County, Florida office of the Eighth Circuit State Attorney's Office. January 2003 to May 2003.

Ninth Judicial Circuit of Florida (Orlando, FL)

Judicial Law Clerk - Clerked for Circuit Judge Walter Komanski. Responsible for conducting legal research, drafting legal memoranda, final judgments and other judicial orders, and assisting the judge throughout a variety of trials and hearings. May 2001 to August 2001.

PROFESSIONAL ACTIVITIES, AWARDS, AND COMMUNITY INVOLVEMENT

Orange County Government

Authority Member - Orange County Industrial Development Authority (November 2014 to May 2018) - Serve as one of five governing members of an industrial development authority responsible for issuing industrial development revenue bonds for the purpose of financing the costs of industrial or manufacturing plants, research and development parks, agricultural processing or storage facilities, warehousing or distribution facilities, headquarters facilities, tourism facilities, educational facilities, commercial projects in enterprise zones, and health care facilities.

Chairman - Neighborhood Grants Advisory Board (Chairman - Oct. 2008 to Oct. 2009, Vice Chairman - Oct. 2007 to Oct. 2008, Member - Aug. 2006 to May 2011) - Responsible for approving criteria for neighborhood grant programs, overseeing the application review process, approval of recommended grant recipients, hearing appeals from grant applications, and monitoring progress of grant recipients.

Board Member - Orange Blossom Trail Development Board (August 2007 to Oct. 2010) - Responsible for promoting the economic, social, and aesthetic revitalization of the south Orange Blossom Trail area.

City of Maitland

Member - Board of Zoning Adjustment (November 2014 to December 2016) - Responsible for reviewing requests for variances from the regulations of each City of Maitland zoning district as they relate to area, size of structures, yards and open spaces, heights, etc., with the only appeal of their rulings to the Orange County Circuit Court.

Orlando Business Journal

Forty Under 40, Class of 2009 - Recipient of the Orlando Business Journal's prestigious Forty Under 40 Award, spotlighting forty of the Central Florida region's top young business and civic leaders who demonstrate consistent, outstanding professional achievement and a commitment to community service.

"Reader's Choice - Best Law Firm, 2009 & 2010" - Voted by the readers of the Orlando Business Journal.

The Federalist Society - Orlando Lawyer Division

Vice President (2003 to 2008) - The Federalist Society is an organization of 25,000 lawyers, law students, and scholars dedicated to the purpose of sponsoring fair, serious, and open debate about the proper role of the courts, the rule of law, and the need to enhance individual freedom.

Winter Park Chamber of Commerce

Member, Government Affairs Committee - Member of the Winter Park Chamber

committee responsible for advocacy on behalf of the Winter Park business community at the local and state level and educating Chamber membership about current affairs effecting the Winter Park business community.

BusinessForce - Orlando Regional Chamber of Commerce

Alumnus, Class 1 - Central Florida Political Leadership Institute - Member of the exclusive 25-person inaugural class of Business Force's Political Leadership Institute, a program designed to identify and equip Central Florida's next generation of elected leaders before they formally choose to run for a specific public office.

Rotary Club of Winter Park

Member of Board of Directors (July 2011 to June 2012)

Leadership Winter Park

Class Member, Class 20 (September 2009 to August 2010)

Leadership Orlando

Alumnus, Class 72 (March 2007 to October 2007)

Leadership Apopka

Alumnus, Class 1 (January 2008 to November 2008)

Orange County Bar Association

Committee Member - Young Lawyers Oath of Admissions Committee (June 2004 to September 2005)

Tiger Bay Club of Central Florida

Member (January 2005 to present)

Apopka Beach Area Chamber of Commerce

Businessman of the Year 2008-2009

Chairman - Apopka Beach Area Political Alliance (Apopka Chamber PAC) (August 2008 to February 2012)

Chairman - Issues & Government Affairs Committee (August 2007 to August 2009)

Member of Board of Directors (June 2007 to February 2012)

KAREN Z. CONSALO

Of Counsel, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: kconsalo@voselaw.com



EDUCATION

BOSTON UNIVERSITY SCHOOL OF LAW (2020)

Legum Magister (LL.M.) with Honors

International Business Law with Concentration in Environmental and Energy Law

- Named Boston University LL.M. Scholar and Recipient of Merit-Based Boston University LL.M. Scholar scholarship
- Environmental law courses taken through Vermont Law School

UNIVERSITY OF FLORIDA COLLEGE OF LAW (2000)

Juris Doctorate (J.D.) with Honors

Certificate in Land Use and Environmental Law

CERTIFICATIONS / MEMBERSHIPS

Florida Bar Certification in City, County, and Local Government Law (2010)

University of Florida College of Law Certification in Land Use and Environmental Law (2000)

United States District Court for the Middle District of Florida (2010)

Florida Bar (2000)

LOCAL GOVERNMENT LEGAL EXPERIENCE

City of Orlando, Florida, Assistant City Attorney. I was the lead in-house attorney for land development, environmental, and aviation matters. My tasks included drafting legislation and agreements relating to land development, environmental, and aviation matters; advising staff and board members during public hearings; litigation and appellate work; preparation of all documentation related to Orlando's Community Development Districts and Developments of Regional Impact; drafting Comprehensive Plan amendments and rezoning ordinances; reviewing aviation-related bond documentation; and serving as an advisor to Mayor Dyer at Aviation Authority meetings.

Seminole County Government, Assistant County Attorney. I was the lead in-house attorney for planning and development, conservation, and code enforcement, as well as litigation and appellate counsel. I assisted in formulation and drafting of legislation and agreements relating to land development and conservation matters. This included drafting the majority of the Comprehensive Plan amendments and rezoning ordinances. I engaged in frequent collaborations with County staff and elected officials and advised such parties at private meetings and public

hearings. During my term with Seminole County, I also established and supervised the legal internship program and worked in collaboration with the Seminole County Sheriff's Office, the U.S. Department of Housing and Urban Development, and the Federal Bureau of Investigation on various criminal issues relating to County staff and residents.

Special Magistrate to the City of Casselberry, Florida. Conduct quasi-judicial hearings and adjudicate city code violations and fines.

Special Magistrate to the Town of Oakland, Florida. Conduct quasi-judicial hearings and adjudicate town code violations and fines.

Florida Supreme Court, Legal Intern. I reviewed briefs and drafted legal opinions regarding jurisdictional issues for Justice Peggy Quince.

Florida Department of Environmental Protection, Florida Bar Foundation Fellow. I served as a research assistant regarding various environmental and water law issues.

University of Florida, Center for Government Responsibility, Clinic Participant. I assisted in establishment of a Community Redevelopment Agency and Community Redevelopment Area in order to alleviate blight and enhance existing historic development in the coastal city of Cedar Key, Florida.

University of Florida College of Law, Teaching Assistant. I assisted first year law students in legal research and writing assignments. I also graded papers and advised students.

LAW REVIEW, LAW JOURNAL, AND BOOK CHAPTER PUBLICATIONS

- Karen Z. Consalo, *With the Best of Intentions: First Amendment Pitfalls for Government Regulation of Signage and Noise*, 46 STETSON L. REV. 533 (2017). This law review article reviews the current status of First Amendment protections on signage and noise and recommends best drafting practices for governments to ensure their regulations comport with Constitutional requirements.
- Karen Z. Consalo, *Selling Florida's Water Up the River*, 31 FLA. ST. J. LAND USE & ENVTL. L. 69 (2015). This journal article (published in 2017) provides an in-depth review of the overuse and misallocation of fresh water supplies in Florida by the very government agency tasked to protect these Public Trust resources.
- Karen Consalo & Max Forgey, *Best Practices for Local Government Land Use Decision-making: A Non-Legislative Approach*, FLORIDA PLANNING MAGAZINE (Fall 2016). This peer reviewed article illustrates problems plaguing Florida's legislative and quasi-judicial land use processes and provides a legislative model for ensuring more efficient and citizen-friendly hearing processes.
- Editor of *Ch. 14: Administrative Law* in RANSFORD PYLE & CAROL BAST, FOUNDATIONS OF LAW: CASES, COMMENTARY, AND ETHICS (6th ed. 2017).

- Karen Z. Consalo, *Decision by Judge or Jury? Alternatives to Traditional Code Enforcement Boards*, 89 THE FLORIDA BAR JOURNAL 64 (2015). This peer reviewed article examines the political and legal concerns involved in use of citizen boards to enforce code enforcement violations, impose fines, and authorize foreclosure of liens and recommends replacement of such boards with special magistrates.

NANCY ANN M. STUPARICH

Partner, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: nstuparich@voselaw.com



EDUCATION

Florida State University, B.A., cum laude, 1982. (Government/International Affairs)
University of Florida, J.D., 1985 (Law)
Florida State University, MPA & MSP, 1997 (Public Administration/Urban Planning)

PROFESSIONAL POSITIONS

Admitted and in good standing with the Florida Bar since 1987 – bar no. 646342.

Public Sector Representation:

City Attorney, Brooksville, Florida. Primary attorney of the Vose Law Firm responsible for representation of the City of Brooksville, Florida, as required by contract, including but not limited to attendance at all public meetings of the Brooksville City Council, Brooksville appointed boards and committees; drafting ordinances, resolutions, contracts; working with Charter Officers and city staff on issues that arise; monitoring pending insurance claims; working with outside counsel; and other duties as needed.

City Attorney, Dade City, Florida. Primary attorney of the Vose Law Firm formerly responsible for representation of the City of Dade City, Florida, as required by contract, including but not limited to attendance at all public meetings of the Dade City Commission, Dade City appointed boards and committees; drafting ordinances, resolutions, contracts; working with Charter Officers and city staff on issues that arise; monitoring pending insurance claims; working with outside counsel; and other duties as needed.

County Attorney, DeSoto County, Florida. Responsibilities included independently providing legal services to the DeSoto County Board of County Commissioners; participation in public hearings; drafting ordinances and negotiation of contracts; defending the county in litigation matters; working with outside legal counsel; and other duties as needed.

Assistant City Attorney, City of Anna Maria, Florida. Responsibilities include handling

of 112 Bert J. Harris claims filed relating to recently enacted restrictions on occupancy of Vacation Rentals. So far over 80 of the claims have been settled at no monetary cost to the City, and it is anticipated that the remainder of the claims will be similarly settled.

Assistant County Attorney, Escambia County, Florida. Responsibilities included representing the county on general local government matters; drafting ordinances, resolutions and contracts; coordination of real estate acquisition and disposal; serving as the attorney to the Board of Adjustment and the Escambia County Canvassing Board; responding to questions from staff and County Commissioners regarding local government issues; and other projects as assigned by the County Attorney.

Assistant General Counsel, Florida League of Cities. Responsibilities included legislative lobbying; serving as a liaison to the Governor's Property Rights Study Commission II; general legal research concerning municipal issues; preparing appellate briefs; preparing the Florida Municipal Attorneys Newsletter; assisting in purchase of headquarters building; serving as staff to the Juvenile Justice/Criminal Policy Committee; responding to correspondence and questions from member city officials; and other duties as assigned.

Director Growth Management, Escambia County, Florida. Responsibilities included directing and managing the Escambia County Department of Growth Management, which at the time consisted of the Divisions of Development Services (development order approval), Long-Range Planning (county-wide growth management planning) and Technical Services (management functions); presentations to the Board of County Commissioners and other public groups; and other duties as assigned by the County Administrator.

Of Counsel, Weiss, Serota, Helfman, Pastoriza, Cole, & Boniske, P.L. Responsibilities included providing legal services to various municipalities regarding land use and local government matters; representing quasi-judicial boards; drafting ordinances and resolutions; researching municipal codes, and other duties as assigned.

Staff Attorney, Second District Court of Appeal. Responsibilities included preparing legal memoranda; reviewing appellate briefs and pleadings; presenting oral argument waived cases to panels of three appellate judges; and assisting in drafting & proofing appellate opinions for the Honorable Judge John Scheb (deceased.).

Trial Court Law Clerk, 10th Judicial Circuit. Responsibilities included reviewing civil complaints and pleadings; preparing legal memoranda and providing assistance to several circuit civil judges on complex litigation; and other duties as assigned.

Private Sector Representation:

General Counsel, Maruti Fleet Management, Inc. Responsibilities included management

of pending insurance claims with adjusters, mediation and settlement of pending litigation, contract review, personnel issues, business development; other duties as required.

Risk Manager, Florida Lawyers Mutual Insurance Company. Responsibilities included developing and delivering a risk management service to insured attorneys to avoid potential legal malpractice claims; presentation of continuing legal education seminars to attorneys; drafting a risk management newsletter and digital risk alerts; other duties as required.

Associate, Freeman, Haber, Rojas & Stanham, LLP. Responsibilities included closing real estate transactions involving primarily foreign clients; drafting corporate documents, agreements and real estate documents; review of title and land use issues; review of commercial leases; supervision of paralegals; legal research; and other duties as assigned.

Underwriting Counsel, Attorneys Title Insurance Fund, Inc. Responsibilities included identifying and resolving title defects; teaching attorneys and paralegals real estate closing procedures using ATIDS and DoubleTime software program; publication of legal articles for THE FUND CONCEPT; speaking and participating as a panelist at the Fund's Annual Assembly and Affiliate Assembly; and other duties as assigned.

Title Attorney, Lawyers Title Insurance Corporation. Responsibilities included coordinating and closing commercial real estate transactions; reviewing and preparing real estate documents in conjunction with the issuance of title insurance; responding to underwriting questions; and other duties as assigned.

PROFESSIONAL, COMMUNITY AFFILIATIONS, PUBLICATIONS & ACTIVITIES:

CURRENT: Appointed member of the 18th Judicial Circuit Unauthorized Practice of Law Committee "B"; appointed member of The Florida Bar Standing Committee on Professionalism; member of Impact Lake County; member of the South Lake Chamber of Commerce Economic and Policy Committee, member of the Lake County Wellness Way Leadership Committee. **FORMER:** Florida Land Use & Environmental Dispute Resolution Special Magistrate for Lake County, Florida, member of the City of Clermont Community Redevelopment Association graduate of the City of Oviedo Citizens Police Academy, member of the Executive Council of the City, County and Local Government Section of The Florida Bar; member of the LOMAS Advisory Board; The Florida Bar Convention Committee; former member of The Florida Bar Senior Committee, The Florida Bar Diversity Committee and other bar committees; Certified Circuit Court Mediator (24865R); participant in the Hillsborough County Guardian Ad Litem Program; co-chair of the International Energy Conference, Rio de Janeiro, Brazil, member of Leadership Miami; member of the Northwest Florida Water Management District Board and chair of the Board's Lands Committee and Secretary to the Board; member of the American Planning Association; chair of the Organizing Committee for

the Quietwater Thunder Formula One/Two Power Boat Grand Prix Race, Pensacola Sports Association (1999); graduate Leadership Pensacola; adjunct professor, University of West Florida, Legal Administration Program; member, Junior League of Pensacola; sustainer in Miami Junior League; graduate, City of Pensacola Citizens Police Academy; graduate, Escambia County Sheriff's Citizens Law Enforcement Academy; member of Five Flags Rotary International; member of Panhandle Tiger Bay Club; commissioner, City of Pensacola Planning Board; member Escambia and Santa Rosa County Bar Association; member of Pensacola Runners Association, race director, 1997 Downtown Christmas 5K Run & inaugural 1998 PRA Downtown Christmas Parade Dash; co-author of "Private Property Rights: Regulating the Regulators" published in The Florida Bar Journal, January 1996; Tallahassee Women Lawyers Board Member (1993-1995); **PERSONAL:** single; raised in Tampa, Florida; runner/triathlete, member of 50 States Marathon Club, finisher of the Great Floridian Triathlon (Clermont, Florida).

LONNIE N. GROOT

Of Counsel, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: lgroot@voselaw.com



EDUCATION AND CERTIFICATION

Florida State University College of Law, Juris Doctor degree, 1976
Florida State University, BS, (Criminology Major/Government Minor) 1973
Board Certified by The Florida Bar - City, County, and Local Government Law
Completed Special Master's Training with the Florida Conflict Resolution Consortium.
Completed Circuit Mediator Training
Attended numerous continuing legal education courses on local government law, growth management law, land use law, administrative and environmental law and numerous other subjects
Army Lawyer, Judge Advocate General's Corps, Graduate of Judge Advocate General's School, Charlottesville, Virginia.

PROFESSIONAL EXPERIENCE

Emphasis in municipal law, governmental and land use law
City Attorney, City of Palm Coast, Florida
Served as primary legal counsel to:
Sanford, Oviedo, Daytona Beach Shores, Lake Helen, Mount Dora
Special magistrate for Seminole County
Legal expert review panel for the Brevard County, Florida Charter review issues
Land use and planning expert for Gadsden County
Counsel to Seminole County Supervisor of Elections, Seminole Community College, the Orange/Seminole County Wastewater Transmission Authority, Seminole County, Sanford, Oviedo, Lake Mary, Casselberry, DeLand, Daytona Beach Shores, Orange City, Lake Helen, Lake County, Maitland, Edgewood, Palm Coast, Titusville, and Citrus County. Appointed Acting City Manager of Oviedo for a period of two months. Served as Acting City Manager for Sanford on two occasions. Served as one of the three attorneys serving on the legal expert review panel for the Brevard County Charter Review Commission.

Partner, Shutts & Bowen, LLP. Specializing in land use, governmental affairs, and real property matters. City Attorney for the City of Lake Helen. Represented the Florida Republican Party in litigation involving Seminole County and Martin County after the 2000 Presidential Election.

Deputy County Attorney/Assistant County Attorney, Seminole County, Florida. Served as General Counsel for the Seminole County Expressway Authority. In addition to representing the Board of County Commissioners of Seminole County, represented and advised, from time-to-time, the Clerk of Circuit Court, Supervisor of Elections, Seminole County Tax Collector, Seminole County Property Appraiser, Seminole County Code Enforcement Board, Seminole

County Canvassing Board, Metropolitan Transportation Agency and the City of Lake Mary.

While with Seminole County, had major involvement in major land use/comprehensive planning cases, drafted major parts of the Seminole County Comprehensive Plan and implementing land development regulations, and was lead counsel to all of the County's planning and land use departments and divisions.

COMMUNITY INVOLVEMENT, PUBLIC SERVICE

Appointed by Governor Crist to serve on the East Central Florida Regional Planning Council. Former member of the Board of Directors of Boys and Girls Club of Volusia/Flagler. Very active in Florida Law Related Education programs including membership on Board of Directors of Florida Law Related Education, Inc. Former member of Sanford Housing Authority, City of Deltona City Manager Selection Committee, numerous Volusia County School committees, three time County Council appointee to the Deltona Municipal Services District Advisory Board, County Council appointee to the Forever Volusia Natural Lands Acquisition Committee, and City of Deltona Charter Review Commission. Volunteer Mediator, Seminole County Bar Association, Board of Advisors, Boston Avenue School for the Handicapped (DeLand, Florida), Board of Directors, Southwest Volusia County YMCA, and various other *ad hoc* activities.

AWARDS

President's Volunteer Service Award (2010); National Association of Counties Award for Innovative Litigation Strategies in Eminent Domain Litigation (1997); George Washington Medals of Honor, 1983 and 1984 (Freedom's Foundation of Valley Forge, Pennsylvania); Army Commendation Medal, 1985 (U.S. Army Missile Command); Meritorious Service Medal, 1982 (XVIII Airborne Corps); Army of Occupation Medal, 1983 (Berlin); Army Service Ribbon, 1979 (JAG School); and various other certificates and commendations for job performance and public service.

PUBLICATIONS

"Suspension and Recall of Municipal Officials," 2002 Florida Municipal Attorneys Annual Seminar; column in Brechner Report; Article "Fights Between The Family; Watch Your Steps!" (regarding Chapter 164, Florida Statutes), County Attorney's Newsletter (August, 1990); Article "Comprehensive Planning: "Local Zoning and the DRI Process," 11th Annual Local Government Law in Florida Seminar (The Florida Bar, 1988). Numerous newspaper articles on law and public policy subjects. Drafted Model Specification for Sexual Harassment Charge, U.S. Army "Trial Counsel Journal" (1983).

PERSONAL

Born September 6, 1950, Tampa, Florida
Married with seven daughters

KIMBERLY R. KOPP

Of Counsel, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: kkopp@voselaw.com



EDUCATION AND CERTIFICATIONS

Hofstra University School of Law, Hempstead, New York

Juris Doctor, May 2002; GPA 3.347; Class Rank: Top 25%

Honors: Full Tuition Scholarship; Professor John J. Regan Memorial endowed Distinguished Academic Scholarship; *Hofstra Labor & Employment Law Journal*, Articles Editor; Winner of the 2001 Peggy Browning Fund Internship at the National Labor Relations Board for the 29th Region
University of Miami, Coral Gables, Florida

B.A. in Political Science, Minor in English; June 1999; **Honors:** Dean's List

Board Certified by The Florida Bar – City, County, and Local Government Law

LEED AP (Leadership in Energy and Environmental Design Accredited Professional)

Member of in good standing of Florida Bar; Bar No. 0684511. Also admitted to Bar of New York.

LEGAL EXPERIENCE

I represent local governments in land use, real estate and other local government matters. I regularly work with community development staff, attend City Council and County Commission meetings, meetings of land planning agencies, and code enforcement meetings. I advise local government staff and governing bodies on complicated real estate, land use, building and construction, and code enforcement matters, and I handle or assist with matters in litigation. I also provide assistance to local governments related to public records, sunshine law, and ethics issues. I have also served as a hearing officer for a County's contractor licensing board, and as a special magistrate for code enforcement.

Garganese, Weiss & D'Agresta, Orlando, Florida. *Assistant City Attorney*, March 2014 - December 2016, and December 2009 - October 2011 (before and after brief move to South Florida). Worked as an assistant city/town attorney for various municipalities in Florida. Provided general legal counsel to municipalities in various areas including land use, planning and development, real estate, ad valorem tax issues, contract negotiations and drafting, sunshine law, public records, construction, utility and public works, and matters in litigation. Performed complex legal research and drafted ordinances, resolutions, contracts and other legal documentation and memoranda. Attended or provided legal advice at meetings of various city councils, city commissions, charter commissions, planning and zoning boards, boards of adjustment, code enforcement boards, community appearance boards, and other public meetings.

Akerman Senterfitt, Orlando, Florida, *Associate*, Jan. 2008-July 2009. Represented commercial clients including land developers, homebuilders, and other corporate entities in land use matters and real estate matters. Represented clients before various municipal boards. Assisted in

negotiation and drafting of complex commercial real estate contracts and land use entitlement documentation. Worked on ad valorem tax exemptions. Maintained regular and consistent contact with clients.

Seminole County Attorney's Office, Sanford, Florida, *Assistant County Attorney*. August 2004-December 2007. Provided legal counsel in land use matters to County's Planning and Development Department regarding compliance with County's Land Development Code, Florida Building Code, and Comprehensive Plan, as well as state and federal law. Assisted with land use matters in litigation. Drafted land use ordinances, various easements, deeds, legal memoranda and briefs. Attended and provided legal counsel at planning and zoning board and board of adjustment meetings.

Jaspan Schlesinger LLP, Garden City, New York, *Associate*, August 2002-February 2004.

Acted as general counsel to various municipalities, including public school districts, public libraries, and a village. Performed intricate legal research and prepared legal memoranda encompassing issues in the fields of land use, real estate, education and special education, labor and employment, district elections, and budget and spending issues. Drafted pleadings, motions, and appellate briefs for matters in litigation.

MEMBER PROFILE

Gretchen Rebecca Holzer Vose "Becky"

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:

169913

Mail Address:

Vose Law Firm LLP
324 W Morse Blvd
Winter Park, FL 32789-4294
Office: **407-645-3735**
Fax: 407-628-5670

Email:

bvose@voselaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/169913>

vCard:

County:

Orange

Circuit:

09

Admitted:

12/14/1973

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law, 1973

Sections:

City, County & Local Govt Law

Federal Courts:

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Fifth Circuit

U.S. Supreme Court

U.S. District Court, Middle District of Florida

State Courts:

Florida

Firm:

Vose Law Firm LLP

Firm Size:

2-5

Firm Position:

Partner/Shareholder

Firm Website:<http://voselaw.com>

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MEMBER PROFILE

John M Cary

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

68441

Mail Address:

Vose Law Firm
324 W Morse Blvd
Winter Park, FL 32789-4294
Office: **407-645-3735**
Fax: 407-628-5670

Email:

jcary@voselaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/68441>

vCard:**County:**

Orange

Circuit:

09

Admitted:

10/05/2009

10-Year Discipline History:

None

Law School:

Florida State University College of Law, 2009

Sections:City, County & Local Govt Law

Firm:Vose Law Firm

Firm Size:2-5

Firm Position:Partner/Shareholder

Firm Website:<http://voselaw.com>

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MEMBER PROFILE

Ralf Gunars Brookes

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:

778362

Mail Address:

Ralf Brookes Attorney
1217 Cape Coral Pkwy E # 107
Cape Coral, FL 33904-9604

Office: **239-910-5464**

Cell: **239-910-5464**

Fax: 866-341-6086

Email:

ralf@ralfbrookesattorney.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/778362>

vCard:

County:

Lee

Circuit:

20

Admitted:

11/04/1988

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law, 1988

Board Certifications:

Area	Year
City, County and Local Government Law	2004

Sections:

Administrative Law
City, County & Local Govt Law
Environmental & Land Use Law

Practice Areas:

Administrative
Appellate Practice
Arbitration
City/County/Local Government
Civil Litigation
Dispute Resolution
Environmental and Land Use
Environmental and Natural Resources
Government
Government Administration and Regulation
Government and Administrative
Government and Public Policy
Government Contracts
Law and Government/Procurement
Litigation/Trial Advocacy/Advocacy
Mediation
Public Interest
Real Estate/Land Development

State and Federal Government and Administrative Practice

Sustainable International Development

Toxic Torts

Trial

Zoning, Planning and Land Use

Federal Courts:

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Southern District of Florida

State Courts:

Florida

Firm:

Ralf Brookes Attorney

Firm Website:

<http://www.RalfBrookesAttorney.com>

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MEMBER PROFILE

Wade Christopher Vose

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:

685021

Mail Address:

Vose Law Firm LLP
324 W Morse Blvd
Winter Park, FL 32789-4294

Office: **407-645-3735**

Fax: 407-628-5670

Email:

wwose@voselaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/685021>

vCard:

County:

Orange

Circuit:09

Admitted:09/17/2003

10-Year Discipline History:None

Law School:University of Florida, Fredric G. Levin College of Law, 2003

Board Certifications:

Area	Year
City, County and Local Government Law	2018

Sections:

City, County & Local Govt Law
Environmental & Land Use Law
Real Property, Probate & Trust

Practice Areas:

Business
City/County/Local Government
Commercial Litigation
Contracts
Corporate
Election, Campaign and Political
Real Estate/Land Development
Zoning, Planning and Land Use

Federal Courts:

U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida

State Courts:Florida

Firm:

Vose Law Firm LLP

Firm Size:

2-5

Firm Position:

Partner/Shareholder

Firm Website:

<http://voselaw.com>

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MEMBER PROFILE

Nancy Ann M Stuparich

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:

646342

Mail Address:

Vose Law Firm LLP
324 W Morse Blvd
Winter Park, FL 32789-4294

Office: **407-645-3735**

Cell: **407-645-3735**

Fax: 407-628-5670

Physical Address:

324 W Morse Blvd
Winter Park, FL 32789-4294

Office: **407-645-3735**

Cell: **407-645-3735**

Fax: 407-628-5670

Email:

nstuparich@voselaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/646342>

vCard:**County:**

Orange

Circuit:

09

Admitted:

04/21/1987

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law

Sections:

Animal Law

City, County & Local Govt Law

Environmental & Land Use Law

Firm:

Vose Law Firm LLP

Firm Size:

2-5

Firm Position:

Partner/Shareholder

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MEMBER PROFILE

Karen Zagrodny Consalo

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:

326770

Mail Address:

The Consalo Law Firm, P.A.
1238 E Concord St
Orlando, FL 32803-5453
Office: **407-616-4200**

Email:

karen@consalolaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/326770>

vCard:

County:

Orange

Circuit:

09

Admitted:

09/15/2000

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law, 2000

Advanced Degrees:

Area	Degree
Banking, Corporate, and Finance Law/Financial Services/Securities	Boston University School of Law, LL.M.

Board Certifications:

Area	Year
City, County and Local Government Law	2010

Practice Areas:

Administrative
Appellate Practice
Aviation
Bankruptcy
City/County/Local Government
Constitutional
Election, Campaign and Political
Environmental and Land Use
Environmental and Natural Resources
Governance and Rule of Law
Government
Government Administration and Regulation
Government and Administrative
Law and Government/Procurement
Real Estate/Land Development

State and Federal Government and Administrative Practice

Urban Affairs/Urban Studies

Zoning, Planning and Land Use

Federal Courts:

U.S. District Court, Middle District of Florida

State Courts:

Florida

Firm:

The Consalo Law Firm, P.A.

Firm Size:

2-5

Firm Position:

Managing Partner

Firm Website:

<http://www.consalolaw.com>

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MEMBER PROFILE

Lonnie Neil Groot "Lonnie"

Member in Good Standing

Eligible to Practice Law in Florida



Bar Number:

266094

Mail Address:

Lonnie N. Groot, P.L.
3047 S Atlantic Ave Apt 1103
Daytona Beach Shores, FL 32118-6126
Office: **386-748-3685**

Email:

lonniegrootlaw@gmail.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/266094>

vCard:

County:

Volusia

Circuit:

07

Admitted:

12/05/1978

10-Year Discipline History:

None

Law School:

Florida State University College of Law, 1976

Board Certifications:

Area	Year
City, County and Local Government Law	2008

Sections:

City, County & Local Govt Law

Government Lawyer

Practice Areas:

Administrative

Appellate Practice

City/County/Local Government

Civil Litigation

Civil Rights

Constitutional

Construction

Contracts

Education

Election, Campaign and Political

Eminent Domain

Employee Benefits

Environmental and Land Use

Environmental and Natural Resources

Equal Opportunities

Estate Planning

Governance and Rule of Law
Government
Government Administration and Regulation
Government and Administrative
Government and Public Policy
Government Contracts
Labor and Employment
Law and Government/Procurement
Military/Veteran
Public Finance and Bonds
Public Interest
Public Utilities
Real Estate
Real Estate/Land Development
State and Federal Government and Administrative Practice
Urban Affairs/Urban Studies
Zoning, Planning and Land Use

Federal Courts:

U.S. Court of Appeals for the Eleventh Circuit
U.S. Court of Appeals for the Armed Forces
U.S. Court of Federal Claims
U.S. Court of International Trade
U.S. Supreme Court
U.S. Tax Court
U.S. District Court, Middle District of Florida

State Courts:

Florida

Firm:

Lonnie N. Groot, P.L.

Firm Size:

1

Firm Position:

Private Law Practice

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MEMBER PROFILE

Kimberly Romano Kopp

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

684511

Mail Address:

Romano Kopp Law, P.A.

PO Box 445

Destin, FL 32541-0445

Office: **407-430-7070**

Cell: **407-430-7070**

Email:

kkopp@romanokopplaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/684511>

vCard:**County:**

Walton

Circuit:

01

Admitted:

10/24/2003

10-Year Discipline History:

None

Law School:

Hofstra University School of Law, 2002

Board Certifications:

Area	Year
City, County and Local Government Law	2016

Sections:

City, County & Local Govt Law
Environmental & Land Use Law

Practice Areas:

City/County/Local Government
Real Estate/Land Development

Federal Courts:

U.S. District Court, Northern District of Florida

State Courts:

Florida
New York

Firm:

Romano Kopp Law, P.A.

Firm Position:

Private Law Practice

Firm Website:

<http://www.romanokopplaw.com>

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

TAB F(a)

References

City Attorney, City of Cocoa Beach (2017 to present)

Work performed – All legal work for city

Primarily performed by Becky Vose and Wade Vose

City of Cocoa Beach

P.O. Box 322430

Cocoa Beach, FL 32932-2430

Fax: 321-868-3226

References: **Ben Malik, Mayor (P) 321-794-6668**
 bmalik@cityofcocoabeach.com

Jim McKnight, City Manager (P) 321-868-3201
jmcknight@cityofcocoabeach.com

City Attorney, City of Anna Maria (2015 to present)

Work Performed – All legal work for city

Primarily performed by Becky Vose and Wade Vose

City of Anna Maria

10005 Gulf Drive

Post Office Box 779

Anna Maria, FL 34216-0779

Fax: (941) 708-6134

Reference: **Dan Murphy, Mayor (P) 941-708-6130 ext. 124**

City Attorney, City of Brooksville (2017 to present)

Work Performed – All legal work for city

Primarily performed by Wade Vose and Becky Vose

City of Brooksville

201 Howell Avenue

Brooksville, FL 34601

Fax: (352) 544-5424

Reference: **Mark Kutney, City Manager (P) 352-540-3810**

Assistant City Attorney, City of St. Augustine (2018-2020)

Work Performed: Substantial portion of work for City

Performed by John Cary

City of St. Augustine

75 King Street

Post Office Box 210

St. Augustine, Florida 32085

Fax: (904) 825-1051

Reference:

Nancy Sikes-Kline, City Commissioner (P) 904-806-6203

NSikesKline@citystaug.com

Town Attorney, Town of Yankeetown (2006 to present)

Work Performed: All legal work for Town

Performed by Ralf Brookes

Town of Yankeetown

6241 Harmony Lane

Yankeetown, Florida 34498

Fax: Town does not use Fax

References:

Jack H Schofield II, Mayor (P) 352-447-2511

ymayor@bellsouth.net

Sherri MacDonald, Town Clerk/Treasurer/Administrator

(P) 352-447-2511

yankeetownadm@bellsouth.net

Similar Work Completed

- A. *Attend and provide advice as directed by the City Manager or City Council and attend and provide advice and counsel at City Council meetings, and other meetings of City boards including, but not limited to, Planning and Zoning Board and other advisory boards or committees to the City Council, as directed by the City Manager.*

The Vose Law Firm regularly attends meetings and advises County and City Commissions and Councils, as well as other boards, including Planning and Zoning and other advisory boards and committees, for each of the counties and cities that we represent. We strive to get out in front of issues and encourage open communication and dialogue from city administration and board members. The Vose Law Firm regularly advises clients on the following matters:

- *Attendance and legal representation at City Council, City Commission, County Commission, and other board meetings*
- *The "Sunshine Law" and "Public Records Law"*
- *The ethical standards of elected and appointed officials and employees*
- *Home Rule*
- *Exercise of police power*
- *Practices and procedures of local governments*
- *Legislative vs. Quasi-judicial matters*
- *Voting conflicts*
- *Full and public disclosure of financial interest*
- *Other matters relating to public service as an elected official*
- *All other areas of municipal law*

The Vose Law Firm and its attorneys have provided such counsel to the myriad of local governmental agencies represented by them over the years when holding the following positions:

- 1) City Attorney, Cocoa Beach, Florida
- 2) City Attorney, Anna Maria, Florida
- 3) City Attorney, Brooksville, Florida
- 4) City Attorney, Dade City, Florida
- 5) City Attorney, Deltona, Florida
- 6) City Attorney, Edgewood, Florida
- 7) City Attorney, St. Cloud, Florida
- 8) City Attorney, Eagle Lake, Florida
- 9) City Attorney, Longwood, Florida

- 10) City Attorney, Daytona Beach Shores
- 11) County Attorney, Okeechobee County, Florida
- 12) Town Attorney, Windermere, Florida
- 13) Town Attorney, Oakland, Florida
- 14) City Attorney, Winter Garden, Florida
- 15) County Attorney, DeSoto County, Florida
- 16) City Attorney, Bunnell, Florida
- 17) Town Attorney, Pierson, Florida
- 18) Village Attorney, Indiantown, Florida
- 19) General Counsel to the Seminole County Supervisor of Elections
- 20) General Counsel to the Seminole County Tax Collector
- 21) General Counsel to the Pinellas County County Attorney Oversight Committee
- 22) Special Counsel to City of Indian River Shores to rewrite Land Development Code
- 23) Assistant City Attorney Marco Island, Florida
- 24) Assistant City Attorney Miami Lakes, Florida
- 25) Assistant City Attorney, City of St. Augustine
- 26) City Prosecutor for City of Orlando
- 27) City Prosecutor for City of Edgewood
- 28) City Prosecutor for City of Winter Garden
- 29) City Prosecutor for the City of St. Augustine
- 30) Counsel to the City of Bradenton as to Charter matters
- 31) General Counsel to 2016 Orange County Charter Review Commission
- 32) General Counsel to 2015-2016 Pinellas County Charter Review Commission
- 33) General Counsel to 2015-2016 Brevard County Charter Review Commission
- 34) General Counsel to 2018 Clay County Charter Review Commission
- 35) Counsel to the City of Cocoa Beach Charter Review Committee
- 36) Counsel to the City of Bunnell Charter Review Committee
- 37) Counsel to the City of Deltona Charter Review Committee
- 38) Counsel to the Dade City Charter Review Committee
- 39) Counsel to the City of Longwood Charter Review Committee
- 40) Counsel to the City of Winter Garden Charter Review Committee
- 41) Counsel to the City of St. Cloud Charter Review Committee
- 42) Counsel to the Town of Pierson Charter Review Committee
- 43) Counsel to the Town of Oakland Charter Review Committee
- 44) Counsel to the Town of Edgewood Charter Review Committee
- 45) Counsel to City of Orlando Civil Service Board
- 46) Counsel to Eagle Lake Planning and Zoning Board
- 47) General Counsel for Green Swamp Land Authority
- 48) Special Counsel to City of Ocoee
- 49) Counsel to the City of Cocoa Planning and Zoning Board
- 50) Counsel to City of St. Cloud Planning and Zoning Board
- 51) Counsel to the Escambia County Planning Board
- 52) Special Counsel to City of Casselberry

- 53) Counsel to the City of Cocoa Beach CRA
- 54) Counsel to City of Orlando Historic Preservation Board
- 55) Counsel to the City of Deltona Collective Bargaining Committee
- 56) Counsel to the City of Cocoa Beach Board of Adjustment
- 57) Counsel to the City of Brooksville Planning Commission
- 58) Special Counsel to Orange County as to Environmental Claims
- 59) Counsel to the Dade City Planning Board, Vose Law Firm
- 60) Counsel to the City of Orlando Zoning Board
- 61) Counsel to the City of Deltona Planning and Zoning Board
- 62) Counsel to City of Orlando Board of Adjustments
- 63) Counsel to City of St. Cloud Civil Service Board
- 64) Counsel to the City of St. Cloud Code Enforcement Board
- 65) Counsel to the City of St. Augustine Code Enforcement Board
- 66) Special Litigation Counsel to Orange County Property Appraiser
- 67) Counsel to City of Longwood Code Enforcement Board
- 68) Attorney for Orange County Fire & Life Safety Code Board of Adjustments & Appeals
- 69) Counsel to City of Longwood Planning and Zoning Board
- 70) Counsel to the City of St. Augustine Planning and Zoning Board (John)
- 71) Counsel to City of St. Cloud Pension Board
- 72) Counsel to the City of Orlando Board of Adjustments and Appeals
- 73) Special Counsel to Orange County as to §1983 Civil Rights Litigation
- 74) Attorney to the Orange County Code Enforcement Department
- 75) Special Counsel to the Orange County Sheriff's Office
- 76) Special Counsel to the Town of Oakland as to land development and litigation matters
- 77) Attorney for North Lake County Hospital Board of Trustees
- 78) Special Counsel to City of DeLand
- 79) Conflict Counsel/Special Counsel for City of Largo
- 80) Special Counsel to City of Orlando as to Eminent Domain matters
- 81) Special Counsel to Orange County as to Code Enforcement Foreclosures
- 82) Special Magistrate to the Lake County Value Adjustment Board
- 83) Special Magistrate to the Hillsborough County Value Adjustment Board
- 84) Special Magistrate to the City of Satellite Beach
- 85) Special Magistrate to the City of Davenport
- 86) Special Magistrate to the City of St. Augustine
- 87) Land Use Special Magistrate to Lake County
- 88) Special Counsel to the Orange County School Board as to eminent domain matters
- 89) Eminent Domain Mediation Services for Florida Turnpike Authority, FDOT, Seminole County, Orange County, Hillsborough County, Lake County, Polk County
- 90) Florida State Court Administrator, Office of Court Education
- 91) Florida Department of Business and Professional Regulation

92) Florida House of Representatives

B. Attend and provide advice and counsel at City staff meetings as directed by the City Manager.

One aspect of getting in front of issues involves having an open dialog with the City Manager about issues that will come before the Council in future meetings. We will attend staff meetings as requested to ensure proper preparation for City Council meetings. We also encourage Council members and staff to call, text, or email us about any concerns they may have about an agenda item. Some issues require research or preparation, and we strive to resolve all relevant issues prior to the meeting so that the agenda item doesn't need to be pulled due to a legal concern.

C. Prepare drafts or revision to ordinances and resolutions, including review and recommended revision(s) to existing resolutions and ordinances.

Our firm regularly drafts ordinances and resolutions for our local government clients. We also advise clients as to when new ordinances or resolutions may be necessary. We will draft or review every ordinance or resolution before it goes onto the agenda to ensure quality and legal sufficiency.

D. Assist City staff in preparation of contracts including, but not limited to, construction projects, as well as other areas of municipal law.

The attorneys of Vose Law Firm have extensive experience drafting a plethora of legal documents (routine and specialized) on virtually all subjects dealt with by local government agencies. We hold a license for unlimited access to AIA documents if those are desired to be used by the city in certain instances.

E. Address legal issues affecting financial matters of the City, including user fees, impact fees, franchise fees, and special assessments.

Virtually all of our municipal governmental clients over the last 45+ years have received extensive assistance from the attorneys of our firm on financial matters, including, but not limited to, user fees, impact fees, and special assessments.

F. Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed.

The attorneys of the Vose Law Firm regularly review, then assist and advise their local government clients on purchasing and procurement matters, development review applications, all agenda items, and any other legal issues that arise in the course of the representation of the governmental entities we represent.

G. Address and advise City in community development issues including, but not limited to, land use law, Florida's Comprehensive Growth Management Act, zoning, code enforcement, areas swales, development agreements, development orders, developments of regional impact, and condemnation.

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of virtually all their municipal clients over the years, and have also represented numerous private clients before various local governmental agencies. Becky Vose has been representing local governments for over 45 years and has handled all manner of land use, zoning, CRAs, and other such matters. John Cary was the primary attorney representing the Planning and Zoning Board and the Code Enforcement Board as an in-house attorney for the City of St. Augustine, and, in addition to having a law degree from Florida State University, Mr. Cary has a master's degree (MPA) in Public Administration with an emphasis on Urban and Regional Planning from the University of Central Florida. While at St. Augustine, he worked with Planning staff to update the city's comprehensive plan through the Evaluation and Appraisal Review (EAR) process, and represented the city in a 70.51 mediation that resulted in a settlement that maintained a critical zoning classification in the city's historic district.

The attorneys of the Vose Law Firm have extensive experience writing and interpreting zoning and land use ordinances and dealing with Florida's Comprehensive Growth Management Act, zoning, redevelopment districts, code enforcement, development agreements, development orders, developments of regional impact, and enterprise zones. The Vose Law Firm completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients as well as private clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

H. Address and advise City in utility taxes and utility franchise agreements as they relate to Florida municipalities.

The Vose Law Firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the municipal clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the "take over" of the St. Cloud electrical system by the OUC. The firm is currently negotiating a new franchise agreement with Duke Energy for electrical service to the Town of Oakland.

I. Address and advise City on special assessments and special assessment collections and liens.

The Vose Law Firm has provided general legal services in the areas of special assessments and special assessment collection and liens for each of the cities represented by the firm. In addition, the firm did extensive work for the City of Longwood in reviewing and collecting long over-due special assessments, and the firm has represented Orange County as to CEB lien foreclosures and settlements for the last 25 years.

J. Represent the City in litigation.

The Vose Law Firm has handled litigation for all local governments represented by the firm. The firm currently is handling certain civil litigation for Okeechobee County, litigation for the City of Brooksville, and land use litigation for the City of Cocoa Beach. Becky Vose recently won a hotly contested inverse condemnation case which had been pending for seven years. Prior attorneys for that city had repeatedly delayed the trial of that case. When Ms. Vose was appointed City Attorney, she fast-tracked the case, and went to trial. The judgment in the case was completely in favor of the City of Deltona, and eliminated a possible liability of the City of approximately \$1 Million. The Vose Law Firm was successful in recovering \$100,000 for the reimbursement to the City of Deltona of costs, expert witness fees, and attorney's fees against the losing parties in that suit.

K. Address and advise City in the additional following areas: Sunshine Law and public records law; home rule; exercise of police power; practice and procedures before local government land use issues, legislative, and quasi-judicial bodies; and all other areas of municipal law.

The Vose Law Firm regularly advises clients on the matters above as part of its day to day practice. These are among the most common questions facing local government officials, and as City Attorney, we encourage City staff and officials, including not just the City Council, but also board members for advisory boards, to contact us if they have any questions about any of these matters. Additionally, we remain in regular contact with city staff to advise staff on the law as well as providing opinions on best practices and procedures.

L. The City Attorney shall be expected to make a reasonable effort to respond to requests from City Council or City staff within the time period required by the City.

The attorneys at the Vose Law Firm are aware that advising local governments is not strictly an 8 to 5 affair. It is our practice to answer every phone call from a client immediately unless we are in another meeting or in court. When possible, we text the person calling if we are not immediately available to let the caller know when to expect a return call. If something cannot wait, typically it will be easy for a client to reach out to another attorney in the firm and get answers to questions. We are available after hours and on weekends as well, whether for meetings or for situations that are time sensitive.

Additionally, the following is a summary of specific qualifications of the Vose Law Firm in local government representation:

I) Representation of local governments in diverse litigation in state, federal and appellate courts, and Alternative Dispute Resolution experience.

All of the attorneys of the Vose Law Firm have significant experience with alternative dispute resolution techniques. Becky Vose became certified as a certified circuit court mediator in the 1990s and has mediated hundreds of cases, most of which involved at least one governmental agency.

II) Condemnation (Eminent Domain) under Florida law

The Vose Law Firm's eminent domain experience includes the full range of eminent domain practice including initial pre-litigation advice and drafting of resolutions, preparation of all pleadings, numerous contested as well as uncontested Order of Taking hearings, settlement negotiations and drafting of settlement documents, mediations, jury trials, and appeals. In addition, they have extensive experience dealing with issues of public use, incidental private use, necessity, inverse condemnation, business damages, severance damages, damages to non-profit entities, historically significant properties, cost to cure, consolidation of parcels, and down-zoning issues. The firm has recently successfully completed eminent domain proceedings for the City of Deltona.

As both an Assistant City Attorney for Orlando and as Special Counsel to the City of Orlando, Ms. Vose represented the City of Orlando for over 15 years in eminent domain litigation. During that time, she represented the City as to numerous acquisitions including rights-of-way, pedestrian walkways, park lands, land for parking areas, easements for sewage transmission lines, sites for public utility facilities, as well as many other public use projects. As Special Counsel to the City, she handled on a contract basis the acquisition of the property for the Gertrude Walk pedestrian walkway through downtown Orlando as well as the City of Orlando Arena property, (Phases II and III). Ms. Vose also has extensive experience as counsel to property owners of condemned land, and has acted as a certified circuit court mediator in over 100 eminent domain mediations.

III) Counsel and legal services to local government pension boards, and work with employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans

The attorneys of the Vose Law Firm have provided legal services to the Cities of Winter Garden, Longwood, Deltona, Edgewood, Eagle Lake, and St. Cloud relating to employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans.

IV) Utility taxes and utility franchise agreements as they relate to Florida municipalities

V) All aspects of construction law and public works (water and waste water) issues

The attorneys of the Vose Law Firm have extensive experience representing both public and private clients as to virtually all aspects of public works matters, including water and waste water issues, construction law including, but not limited to regulatory compliance, bid solicitations, bid protests, construction contracts, construction litigation, warranty issues, delay damages, etc. The firm has provided extensive legal services as to Public Works (water and waste water) issues for each city represented by the firm.

VI) The creation and administration of Tax Increment Financing Districts (CRAs)

The Vose Law Firm provided legal services to the cities of Cocoa Beach, Dade City, Winter Garden, Longwood, Edgewood, Deltona, Bunnell, and St. Cloud relating to Tax Increment Financing Districts (CRAs). In addition, as general counsel for the North Lake County Hospital Board of Trustees, the firm had significant experience challenging the authority of municipal tax increment financing districts from imposing charges on the special taxing district.

VII) Environmental law including representation before and negotiations with, various State and Federal regulatory agencies

The attorneys of Vose Law Firm have represented public and private clients with regard to environmental matters in conjunction with governmental representation and private real estate practice. As counsel to the Green Swamp Land Authority, such representation included extensive dealings with the Florida Department of Environmental Protection, the Department of Community Affairs, and two water management districts. While an Assistant City Attorney for Orlando, Ms. Vose worked on the permitting for the Iron Bridge Road Sewage Treatment Plant and for various drainage and other public works projects. As the City Attorney for Longwood, the firm represented the City in matters relating to a RCRA site on City property and was responsible for negotiations with the Florida Department of Environmental Regulation, [now the Florida Department of Environmental Protection (DEP)], and for matters relating to negotiations with the environmental company hired to evaluate the clean-up of the property.

The attorneys of Vose Law Firm have been extensively involved in the permitting of various environmental features have also represented numerous property owners in negotiations with the FDEP and in litigation over environmental contamination issues. Ms. Vose co-authored the book, *Environmental Survival Kit for Realty Professionals*, a book designed to protect realty professionals from losses due to environmental problems. The Florida Board of Realtors purchased the rights to such publication for purposes of including the publication among its educational materials.

VIII) Collective bargaining/Labor Law

The Vose Law Firm has represented local governments it has represented as to numerous collective bargaining matters. The attorneys of the firm recently handled the collective bargaining negotiations for the City of Deltona relating to the negotiations with I.A.F.F. Local 2913, and recently successfully concluded collective bargaining negotiations with the Fraternal Order of Police on behalf the City of Bunnell. The attorneys of the firm are now beginning the bargaining process for the fire union at the City of Brooksville. The attorneys of the Vose Law Firm also have extensive experience representing their cities in labor arbitrations, unfair labor practices issues, and general issues relating to employment law.

IX) Municipal and County Charters

The Vose Law Firm and its attorneys have extensive experience in representing cities and counties with regard to charter government, including but not limited to charter amendments, charter review, and the interaction of municipal and county ordinances under governing county charter provisions. Notably, Wade Vose and Vose Law Firm LLP have twice served as General Counsel to the Orange County Charter Review Commission, joining former Orange County Mayor and U.S. Senator Mel Martinez as the only other attorney to have served twice as General Counsel to the Orange County Charter Review Commission. Mr. Vose prepared the ballot title, ballot summary, and amended charter language for each of the 2012 and 2016 CRC-initiated charter amendments, with a specific focus on both clarity of the ballot language for the voter, and strict compliance with the exacting standards of Section 101.161, Fla. Stat. and the extensive specialized case law governing the wording of ballot referenda.

In 2013-2014, Mr. Vose served as counsel to the City of Bunnell Charter Review Committee, which was engaged in a comprehensive review of its city charter. Mr. Vose provided substantial legal and procedural guidance to that committee throughout its deliberations, resulting in Mr. Vose preparing the ballot titles, ballot summaries, and charter amendment language for seven (7) charter referendum questions placed on the municipal ballot. In 2014, Mr. Vose also served as counsel and facilitator to the City of Deltona Charter Review Committee, which resulted in three (3) charter referendum questions prepared by Mr. Vose placed on the municipal ballot. Mr. Vose recently completed assisting the Town of Pierson with a comprehensive review and rewrite of its town charter, which had not been revised or modernized since 1929.

Mr. Vose and the Vose Law Firm also served as General Counsel to the 2016 Pinellas County (home of St. Petersburg, Clearwater, and Largo) Charter Review Commission, notably the formative first time that CRC has chosen an attorney unaffiliated with the Pinellas County Attorney's Office. Pinellas County is the most urbanized county in the State of Florida, and Mr. Vose and the Vose Law Firm represented that CRC as it reconsidered the balance of power between the County and its 24 municipalities, as well as between the County and its constitutional officers. In addition, Mr. Vose and the Vose Law Firm served as General Counsel to the 2016 Brevard County Charter Review

Commission.

X) Municipal Bonds

The Vose Law Firm and its attorneys have extensive experience representing municipalities in a variety of municipal bond matters as local bond counsel. The firm has the appropriate expertise to work hand in hand with professional bond counsel and financial consultants to accomplish bonding for a variety of municipal purposes.

XI) Representation of Cities relating to gambling issues and "Internet Cafes"

The Vose Law Firm and its attorneys have represented local governments in matters relating to gambling and Internet Cafes. Both the cities of Bunnell and Deltona have faced numerous issues as to illicit gambling activities in the city limits and the Vose Law Firm has provided expert legal services which successfully addressed those issues.

XII) Medical Marijuana issues

The attorneys of the Vose Law Firm have made numerous presentations on the subject of medical marijuana and the appropriate manner for local governments to deal with matters related to that subject. Wade Vose has made numerous public presentations to groups of local government officials on this subject, and has been on several television presentations on this issue. Both Wade Vose and Becky Vose have drafted medical marijuana ordinances for the respective cities they represent. Each municipality has dealt with the issue in a different way dependent upon the respective concerns of each of the local governments represented.

XIII) Bert J. Harris Act matters

The attorneys of the Vose Law Firm are currently heavily involved in Bert J. Harris litigation. The City of Anna Maria has received in the last year over 100 Bert J. Harris claims and all three local government lawyers at the Vose Law Firm have been actively involved in handling those claims. Those claims have been settled with no financial payments by the City.

XIV) Vacation Rental Issues

The City of Anna Maria hired the Vose Law Firm as its City Attorney in the middle of its life and death struggle with Vacation Rentals that were about to "take over" the City. The Vose Law Firm drafted one of the State of Florida's first Vacation Rental Ordinances and successfully defended that ordinance (which evolved over time) in five different legal challenges. The City of Anna Maria has one of the few Vacation Rental Ordinances that has withstood multiple legal challenges, and the City is now flourishing with well-regulated Vacation Rentals. The Vose Law Firm is currently writing a Vacation Rental

Ordinance for the City of Cocoa Beach, which has very different concerns regarding Vacation Rentals.

XV) Forfeiture

The attorneys of the Vose Law Firm have handled extensive forfeiture matters for the cities it has represent over the years. However, due to recent changes in legislation, the firm's local government clients are not as inclined to file forfeitures due to prohibitively high costs involved (unrelated to legal expenses).

XVI) Pension matters

The attorneys of the Vose Law Firm regularly interface with pension counsel representing various pension boards and give their cities legal advice regarding the effect pension matters will have on the municipal entity. The firm is now representing the City of Brooksville regarding the closing of a pension plan after the disbandment of that city's police department.

XVII) Other specific local government experience not listed above

The Vose Law Firm has also represented cities relating to the following matters:

- i) Civil rights defense – USCA, Title VII litigation
- ii) Litigation relating to qualifications for election
- iii) Redistricting to comply with Federal Court Orders
- iv) Disputes between governmental entities relating to zoning and land use
- v) Intergovernmental agreements
- vi) FEMA reimbursement issues
- vii) Labor law, employee disputes, and employee discharge hearings
- viii) Historic Preservation
- ix) Construction Industry Board of Appeals – establishment and representation
- x) Public Employee Relations Commission hearings and appeals
- xi) Adult entertainment and bookstore ordinances; bingo regulation
- xii) Trap, Neuter, Release feral cat control
- xiii) Plasmapheresis facility regulation
- xiv) Arbor ordinances and regulation
- xv) Sexual harassment litigation
- xvi) Age discrimination litigation
- xvii) Police legal advisor issues
- xviii) Alarm ordinance regulation
- xix) Cable TV regulation
- xx) Cell phone tower regulations
- xxi) Leasing of public property for private use

- xxii) Local counsel for bond issues
- xxiii) Land banking for future public use
- xxiv) Federal grant applications and administration
- xxv) Defense of inverse condemnation claims due to restrictive zoning
- xxvi) Marina leases
- xxvii) Sale/lease back agreements for city
- xxviii) Code Enforcement foreclosures
- xxix) Annexation disputes
- xxx) Noise ordinances
- xxxi) Inverse condemnation actions relating to environmental damages
- xxxii) Residential Prison Diversion Programs
- xxxiii) Mortgage Foreclosure Registration
- xxxiv) Rental Regulatory Ordinances
- xxxv) HUD Uniform Relocation Act requirements
- xxxvi) Construction Regulation Boards
- xxxvii) ADA compliance issues
- xxxviii) Customary Beach Use Ordinances
- xxxix) Declarations of Emergency
- xl) Dogs on the beach regulations and ordinance

CITY OF ANNA MARIA
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY

THIS AGREEMENT is made by and between the CITY OF ANNA MARIA, FLORIDA, hereinafter the "City," and Vose Law Firm LLP, hereinafter referred to as the "City Attorney."

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice the profession of law in the State of Florida; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desired to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the City Charter of the City of Anna Maria provides that the Mayor, with the approval of the City Commission, may appoint a City Attorney; and

WHEREAS, the Mayor has appointed the Vose Law Firm, LLP to be the City Attorney, and the City Commission has approved that appointment.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney shall perform the services provided in Section 5.06 of the City of Anna Maria City Charter, as well as provide such additional services for the City as deemed appropriate by the Mayor, and shall serve in the position of City Attorney unless removed by the Mayor at the Mayor's discretion.

2. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar. The City Attorney may cause its partners, associates and paralegals to assist the City, as needed, but all such assistance shall be provided under the supervision of the City Attorney.

3. The City Attorney shall be compensated at the monthly rate of \$7,500.00, for general non-litigation legal services, and shall be paid hourly for court litigation and adversarial administrative litigation, including but not limited to the defense of Bert Harris claims, and acting as a corporate representative of the City pursuant to Fla. R. Civ. P. 1.310(b)(6). For such litigation services, the City Attorney shall be compensated at the rate of \$150 per hour for attorney time, and \$95 per hour for paralegal time. There shall be no additional charges for travel time or travel expenses. With regard to other expenses, the City Attorney shall transmit invoices in the name of the City for services such as court reporter services, filing fees, delivery fees, etc., to the City for payment in accordance with its normative processes and procedures, or alternatively will pay for such services and be reimbursed by the City without mark-up or multiplier.

4. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument to bind the parties set forth herein.

ATTEST:

Diane L. Percycoc
Diane Percycoc, City Clerk

CITY OF ANNA MARIA

Dan Murphy
Dan Murphy

VOSE LAW FIRM, LLP

Gretchen R. H. "Becky" Vose, Esq.

 VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

June 4, 2019

Carl Callahan, Administrator
City of Bradenton
101 Old Main St. W.
Bradenton, Florida 34205-7865

RE: Engagement Letter – Representation of the City of Bradenton as Conflict Counsel

Dear Mr. Callahan:

Based upon recent discussions with Bradenton Acting City Attorney Scott Rudacille, we understand that he has recommended that Bradenton retain our firm to represent the City of Bradenton as Conflict Counsel in the event a conflict arises in his firm's representation of the City. We would be happy to represent the City in this capacity upon the terms set forth herein.

We understand that we will not provide any legal services to the City of Bradenton unless and until we receive specific direction from either your office or Mr. Rudacille's office that such representation is needed. We will, of course, do our own conflict check at that time, and we will proceed with the representation of the City if we have no conflicts.

For work assigned to us, our firm will bill the City of Bradenton at our governmental hourly rates for attorneys which are currently \$225.00/hour for Gretchen R. H. Vose, Wade C. Vose, and Nancy Stuparich. We will also utilize paralegals where possible; and their hourly rates currently are \$100.00/hour. These rates will not be changed without the City's prior written approval. It is understood that the hourly time charges include, but are not limited to: preparation of filings, court appearances, telephone conferences, office conferences, legal research, review of file materials and documents sent and received, drafting of instruments, office memoranda and correspondence, and other legal services as needed.

Additionally, you will be responsible for all Costs incurred by us on the City's behalf (herein collectively "Costs"). Costs will include, but are not limited to filing fees, court reporter fees, and other necessary disbursements or other out of pocket expenses such as photocopying beyond mere incidental photocopying, and Federal Express/UPS charges as needed.

Please note that the scope of the representation covered by this engagement letter consists of only the representation relating to the above-referenced matters and does not exceed the boundaries of the matters described above. In the event that additional legal services outside the scope of this engagement letter are needed and requested by the City, an additional engagement letter will need to be executed, describing said additional legal services. Our representation pursuant to this Agreement shall become effective upon our acceptance of employment as set forth below.

COUNSEL TO EXTRAORDINARY GOVERNMENTS, BUSINESSES & LEADERS WORLDWIDE SINCE 1973

324 W. MORSE BOULEVARD • WINTER PARK, FLORIDA 32789
TELEPHONE: (407) 645-3735 • FACSIMILE: (407) 628-5670 • TOLL FREE: (866) 789-VOSE
INTERNATIONAL TEL. (LONDON, ENGLAND): +44 (0)20 3355 1473 • INTERNET: WWW.VOSELAW.COM

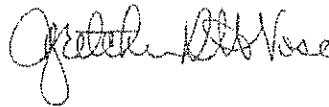
Carl Callahan, Administrator
City of Bradenton
June 4, 2019
Page 2 of 2

If the terms of representation set forth in this letter are acceptable to the City, we request that you sign the original and return it to our office by facsimile transmission or scan and e-mail to us. Unless and until we receive the signed copy of this letter, we may elect not to undertake any work on the City's behalf.

Your cooperation in matters referred to us for legal representation is very important. Specifically, you must keep us informed of all relevant facts and circumstances relating to any assigned work and respond promptly to all calls and papers sent to you.

We look forward to working with you in the future. Please do not hesitate to give us a call at any time should you have any comments or questions about our representation.

Sincerely,

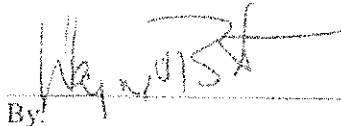


Gretchen R. H. Vose, Partner

ACKNOWLEDGMENT OF DESIRE TO EMPLOY FIRM

The City understands and agrees to the terms set forth above and does hereby employ the Firm's services in accordance with the same.

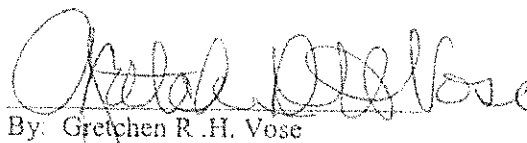
City of Bradenton, Florida


By: _____

Date: 6-19-19

ACCEPTANCE OF EMPLOYMENT BY FIRM

Vose Law Firm LLP


By: Gretchen R. H. Vose

Date: 6-20-19

 **VOSE LAW FIRM LLP**
ATTORNEYS & COUNSELORS AT LAW

CITY OF BROOKSVILLE
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY

THIS AGREEMENT is made and entered into this 25th day of September, 2017, by and between the CITY OF BROOKSVILLE, FLORIDA, hereinafter the "City," and Vose Law Firm LLP, hereinafter referred to as the "City Attorney."

WITNESSETH

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice law in the State of Florida; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desires to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of City Attorney as defined in the Charter and Code of Ordinances of the City; and

WHEREAS, Section 2-143 of the Code of Ordinances of the City provides that "[t]he city council may, from time to time, by resolution fix the regular compensation of the city attorney at a sum commensurate with the duties which may be imposed upon him by the Charter and by the city council, provided that all special or unusual services required of the city attorney, the fee for which is not otherwise prescribed in the Charter, may be specially compensated as the city council may see fit to provide."

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable

pc: Attorney/Vse
9/25/17

consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney has been selected by and shall serve under the City Council as set forth in Section 2-141 of the Code of Ordinances of the City of Brooksville. The City Attorney shall work *with* the City Manager and the City Staff, but shall work *for* and shall be accountable *to* the City Council.

2. The City Attorney has been appointed by the City Council as set forth in Section 2-141 of the Code of Ordinances of the City of Brooksville, and may be terminated with or without cause by a majority of the membership of the City Council. Should the City Attorney terminate the contract, it shall give no less than sixty (60) days advance written notice.

3. The City Attorney shall represent the City as its City Attorney in all of its legal matters which have historically (in the last few years) been handled by its then City Attorney, The Hogan Law Firm. This would include all legal matters except for insurance defense (covered by the City's insurance company), labor services (covered by Allen, Norton & Blue), pension board representation, Housing Authority representation, and primary bond counsel (the City Attorney would serve as local bond counsel).

4. The City Attorney shall provide for the prosecution and defense of litigation on behalf of the City and provide legal services to the City Council, the City Manager, City departments and City boards, committees and agencies, and shall monitor litigation involving the City which is being handled by other counsel. The City Attorney shall attend all City Council meetings as requested and, as needed, workshops and other meetings of the City and its boards, committees and agencies. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the City Council or as are prescribed for city

attorneys under Federal and State laws. The City Attorney shall assist the City Council in its development of policy, but shall not engage in policy matters in its own accord. The City Attorney shall address individual legal inquiries of all members of the City Council, but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law. The City Attorney shall take such action, under its discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate response to legal inquiries.

5. Should the City Attorney have an unavoidable conflict, (none of which are anticipated, and which the City Attorney agrees not to intentionally create), the City Attorney shall assist the City in retaining appropriate legal counsel for the matter in which the conflict exists.

6. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar. The City Attorney may cause its partners and associates to assist the City, as needed, but all such assistance shall be provided under the supervision of the City Attorney and only by attorneys who are members in good standing of The Florida Bar.

7. The City Attorney shall develop a City Attorney's part of the City's Web site in order to assist the City and the citizens of the City, but shall not serve as a legal representative of the general public. The City Attorney shall be available as appropriate for legal workshops for the City and its boards, committees and agencies to discuss pending City legal issues and to provide for adequate training for the members of such bodies and City staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City. The City Attorney is encouraged to be involved in local events and activities, but shall not be involved in City political campaigns.

8. The City Attorney shall be compensated at the monthly rate of \$12,500.00, which will be paid in arrears by the City in accordance with its normative processes and procedures, and such rate of pay shall be adopted by Resolution as required by Section 2-143 of the Code of Ordinances of the City of Brooksville. This compensation shall cover all general and litigation legal services, and there shall be no additional charges for travel time, travel expenses, or legal research tools such as Westlaw or Lexis. With regard to other out of pocket expenses, (such as court reporter fees, or filing fees), the City Attorney may transmit invoices in the name of the City for services to the City for payment in accordance with its normative processes and procedures, or may advance such expenses and separately bill the City therefor. Partial months of service shall be compensated based upon a daily rate determined by dividing the monthly rate by the number of days in the month and multiplying such quotient by the number of calendar days included in the term of the agreement.

9. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

10. Pursuant to Florida Statutes, Section 119.0701, the City Attorney agrees to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.
- c) 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 contract term and following completion of the contract if the City Attorney does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the City Attorney or keep and maintain public records required by the City to perform the service. If the City Attorney transfers all public records to the City upon completion of the contract, the City Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorney keeps and maintains public records upon completion

of the contract, the City Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

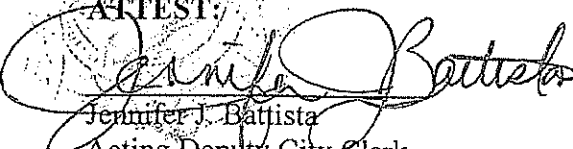
IF THE CITY ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY HALL
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
352-540-3816
JBATTISTA@CITYOFBROOKSVILLE.US**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this

instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

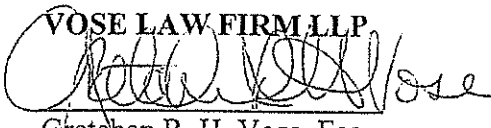
ATTEST:


Jennifer J. Battista
Acting Deputy City Clerk

CITY OF BROOKSVILLE


Robert B. Battista
Mayor

VOSE LAW FIRM LLP


Gretchen R. H. Vose, Esq.

**CITY OF BUNNELL/CITY ATTORNEY
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY**

THIS AGREEMENT is made and entered into this 28th day of October, 2013, by and between the CITY OF BUNNELL, FLORIDA, hereinafter the "City," and Vose Law Firm LLP, hereinafter referred to as the "City Attorney."

WITNESSETH

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice the profession of law in the State of Florida; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desired to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the *City Charter of the City of Bunnell* requires that the City engage the City Attorney by contract; and

WHEREAS, the City desires to assign the duties of legal officer of the City to the City Attorney; and

WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of legal officer of the City,

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney shall represent the City in all of its legal matters and serve the City as its chief legal officer as is normative for the position of City Attorney in a Florida municipal government. The City Attorney has been selected by and shall serve under the City Commission as set forth in Section 3.01D of the *City Charter of the City of Bunnell*.

2. Should the City Attorney have an unavoidable conflict (none of which are anticipated), the City Attorney shall assist the City in retaining appropriate legal counsel for the matter in which the conflict exists.

3. The City Attorney shall provide for the prosecution and defense of legal causes in behalf of the City and provide legal services to the City Commission, the City Manager, City departments and City boards commissions, committees and agencies. The City Attorney shall attend all City Commission meetings and, as needed, workshops and other meetings of the City and its boards, commissions, committees and agencies. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the City Commission or as are prescribed for city attorneys under Federal and State laws. The City Attorney shall assist the City Commission in its development of policy, but shall not engage in policy matters in his own accord. The City Attorney shall address individual legal inquiries of all members of the City Commission, but shall serve the City Commission as a corporate body and the local governing body of the City under controlling Florida law. The City Attorney shall take such action, under his discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate response to legal inquiries.

4. The City Attorney has been appointed by the City Commission as set forth in Section 3.01D of the *City Charter of the City of Bunnell* and may be terminated with or without cause by a majority of the membership of the City Commission.

5. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar. The City Attorney may cause its partners and associates to assist the City, as needed, but all such assistance shall be provided under the supervision of the City Attorney and only by attorneys who are a member in good standing of The Florida Bar.

6. The City Attorney shall develop a City Attorney's part of the City's Web site in order to assist the City and the citizens of the City, but shall not serve as a legal representative of the general public. The City Attorney shall schedule as appropriate legal workshops for the City and its boards, commissions, committees and agencies to discuss pending City legal issues and to provide for adequate training for the members of such bodies and City staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City. The City Attorney is encouraged to be involved in local events and activities, but shall not be involved in City political campaigns.

7. The City Attorney shall be compensated at the monthly rate of \$7,000.00, that will be paid by the City in accordance with its normative processes and procedures. This compensation shall cover all general and litigation legal services, and there shall be no additional charges for travel time or travel expenses. With regard to other expenses, the City Attorney shall transmit invoices in the name of the City for services

such as court reporter services, filing fees, delivery fees, etc., to the City for payment in accordance with its normative processes and procedures.

8. The office expenses and procurement of legal materials of the City Attorney shall be borne by the City Attorney unless the City requires specific and specialized material solely for the use of the City which, in such event, shall be specifically listed on an invoice.

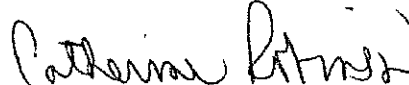
9. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

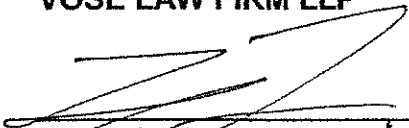
ATTEST:


Sandra Bolser
City Clerk

CITY OF BUNNELL


Catherine Robinson
Mayor

VOSE LAW FIRM LLP


Wade C. Vose, Esq.

CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

This Contract is made upon the signing of the parties by and between the City Commission of the City of Cocoa Beach, Florida, hereinafter referred to as the City, and authorized to do business in the State of Florida, and Vose Law Firm LLP authorized to do business in the State of Florida, hereinafter referred to as the Contractor or Firm, whose address is 324 West Morse Blvd., Winter Park FL., 32789, hereinafter referred to as the Contractor. In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor will provide legal services for the City of Cocoa Beach as more specifically set forth in **Exhibit A, Scope of Work**, of this Contract, attached hereto and by reference, made part of the contract.

ARTICLE 1-TERM OF CONTRACT

This contract shall become effective upon the date of the last signature and shall continue for a period of five (5) years through June 30, 2022 unless either party chooses to exercise its rights under **Article 26, Termination**.

This Contract is renewable thereafter for additional two (2) year periods by mutual agreement unless either party shall advise the other party otherwise not less than ninety (90) days prior to contract expiration.

The initial term and the renewal term are subject to a formal annual performance review by the City Commission and the City Manager. Should the performance of the firm be found to be unsatisfactory the contract may be terminated by the City with notice.

This contract may be terminated by either party, with or without cause, upon ninety (90) days' notice. The conditions of **Article 26, Termination** apply.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City Manager of Cocoa Beach, or his/her designees, who shall act as the City's representative during the performance of this Contract. The Contract Administrator(s) for the Contractor are Gretchen R. H. Vose Esq. and Wade C. Vose Esq. who will serve as the City Attorney pursuant to this Contract.

Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Services**, attached hereto, and, by reference, made part of the contract.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The City shall pay the Contractor for professional services in accordance with **Exhibit B, Fee Schedule**, attached hereto, and, by reference, made part of the contract

Invoices received from the Contractor pursuant to this Contract will be attested and approved by the City's Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment in accordance with established procedures.

Invoices not in accordance with the terms of the contract will be returned to the Contractor for correction.

The Contractor is required to enroll in the City's e-payables program or any other payment program of the City's choice.

Additional services shall be at the rates as set forth in **Exhibit B, Fee Schedule**.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Cocoa Beach.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 7 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000/incident
Auto Liability	\$ 1,000,000 per person/incident
Professional Liability	\$ 1,000,000/incident
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of his occupational license(s) to the Chief Financial Officer (CFO). Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms except for the Professional Liability policy, which is Claims Made. The Contractor's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured. The Contractor shall be responsible for all deductibles. The Contractor must notify the City of any material changes in coverage. The Contractor must maintain the coverage limits described above.

CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby contracts and agrees to indemnify and save harmless and defend the City, its agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any act or omission of the Contractor, its agents, servants, representatives, or employees in the performance of this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable.

Pursuant to and to the extent authorized by Section 111.07 and 111.071, Florida Statutes (1997), the City shall defend the action of the Contractor as City Attorney.

ARTICLE 9 - SAFETY

Intentionally omitted

ARTICLE 10 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 11 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug free workplace.

ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 13 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 14 - ARREARS

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field and that all licensing and professional certifications required are maintained during the term of the Contract. The Contractor shall represent no private individual or legal entity before the City in any proceeding matter.

ARTICLE 16- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Contractor provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. This information shall be provided at least sixty (60) days prior to the target date for assignment by the Contractor.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remains its property and may be reproduced and reused at the discretion of the City.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Contractor whether at the completion of work, or at any other time, shall become the exclusive property of the City.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

ARTICLE 18- INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 19 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

Any attorney of the firm with whom the Contractor is affiliated may provide legal representation under this Contract to the City, its officers, and employees. The Contractor may refer work under this Contract to attorneys in the Contractor's law firm and other law firms when, in the judgment of the Contractor, such referral will serve the best interest of the City and with the City Manager's approval.

The Contractor may from time-to-time be directed by the City Commission or City Manager to purchase goods and services from third party contractors in relation to handling of legal matters. On such occasions when the costs are expected to exceed one thousand (\$ 1,000) dollars, the Contractor shall not proceed until documentation specifying the scope of work and estimated cost and it is confirmed that the procurement will comply with City purchasing procedures.

ARTICLE 20 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 21 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 22 - ACCESS AND AUDITS

The Contractor shall maintain records on City matters to substantiate all invoiced amounts. Said records will be available to the City during the Contractor's normal business hours for a period of one (1) year after the Contractor's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and taxes) incurred herein. Should such an audit by the City reveal monies owed to the City, the Contractor shall reimburse the City for the principal overcharge amount owed the City plus interest accrued at the prime interest rate published in the Wall Street Journal on the date of such discovery. Said interest rate shall apply to the principal overcharge amount revealed in the audit for the period from the original payment due date(s) to the payment by the Contractor of all monies owed. In the event the audit reveals monies owed the City in excess of five (5) percent of the average annual fee paid, the Contractor shall also reimburse the City for the cost of the audit.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor, and may be implemented only after this agreement has been amended in writing.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Original : James P. McKnight
City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430
james.mcknight@cityofcocoaabeach.com

Copy : Loredana Kalaghchy
City Clerk
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430
lkalaghchy@cityofcocoaabeach.com

Notices sent to the Contractor shall be mailed to:

Original : Wade C. Vose, Esq.
Vose Law firm LLP
324 West Morse Blvd.
Winter Park FL 32789
wvose@voselaw.com

Copy : Gretchen R. H. Vose Esq.
Vose Law firm LLP
324 West Morse Blvd.
Winter Park FL 32789
bvose@voselaw.com

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 26 - TERMINATION

This Contract may be terminated without cause by the Contractor or City upon ninety (90) days prior written notice by either party to the other. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

ARTICLE 27 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 28 - REMEDIES

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this agreement shall be in Brevard County, Florida.

No remedy herein conferred upon any party is 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 given hereunder or 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 further exercise thereof.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 - UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

ARTICLE 31 – USE OF E - VERIFY:

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

ARTICLE 32 – PUBLIC RECORDS

Pursuant to Florida Statutes, Section 119.0701, Contractor agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City Hall - First Floor
2 S. Orlando Ave.
P.O. Box 322430
Cocoa Beach, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM,**

SIGNATURE PAGE FOLLOWS

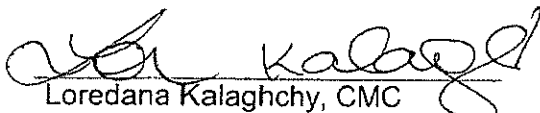
**CITY OF COCOA BEACH
CONTRACT FOR LEGAL SERVICES**

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

By:


Loredana Kalaghchy, CMC
City Clerk
City of Cocoa Beach

06-15-17
Date:

Witness :

By:

Date:

Signature:

By:


Ben Malik
Mayor
City of Cocoa Beach

06-15-17
Date:

Contractor Signature:

By:

Vose Law firm LLP


Gretchen R. H. Vose Esq.
Vose Law firm LLP
324 Morse Blvd.
Winter Park FL 32789

6/15/17
Date:

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

EXHIBIT A SCOPE OF SERVICES

This Contract is for professional legal services; by the terms of this Contract the City appoints Gretchen R. H. Vose Esq. and Wade C. Vose Esq. as City Attorney(s). The duties of the City Attorney are governed by Section 4.04 of the City Charter, as amended from time to time, and the services specified herein.

CITY BOARDS

The City Attorney shall attend City Committee meetings or other meetings as requested by the City Commission or the City Manager when items under consideration warrant legal input. Their regular meeting schedules are as follows:

	TIME	DAYS
CRA Board	6:00 PM	First and Third Thursday
City Commission	7:00 PM	First and Third Thursday
Planning Board	5:30 PM	First Monday
Code Enforcement	9:00 AM	On call
Board of Adjustment	5:30 PM	Third Wednesday

NOTE:

Each Board has the ability to change meeting times and/or meeting days if the board deems it necessary. The above schedule is correct as of June 1, 2017.

The above Boards meet in City Hall. However, a Board may move its meeting place if circumstances warrant such a move.

Meetings scheduled near holidays may be cancelled. The number of cancelled meetings may vary by year.

The City Attorney shall represent the Commission and each of these Boards, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Commission and Boards if requested.

If requested, the City Attorney will draft and/ or review ordinances, charter amendments, resolutions, contracts, and correspondence; provide legal consultation on some City insurance matters; provide legal advice or written opinions to the City staff on matters related to their official duties and provide legal advice and/or facilitate meetings of the Charter Review Committee.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

EXHIBIT A SCOPE OF SERVICES (Continued)

SERVICES OF OTHER ATTORNEYS

Other attorney services are allowed as follows:

- As specifically enumerated in RFP CB 17 -005 (Section V, paragraph 2). These matters are generally coordinated by the City Manager or designee. In addition, the City may retain or has retained outside counsel for the following:
 - Negotiation of union contracts & other labor matters
 - Bond/loan counsel
 - Counsel for Red Light Photo matters
 - Counsel on certain Confiscated Property Fund matters
 - The City's Pension Boards have their own attorneys
 - Other specialized matters as appropriate
- The Florida League of Cities Municipal Insurance Trust (FMIT) currently provides the City's automobile liability and general liability insurance coverage. Some legal matters will be handled by the FMIT staff. The City Attorney involvement will be coordinated by the City Manager or designee.

REPORTS

On a quarterly basis, the City Attorney will provide a brief written report on litigation and/or other significant matters/projects dealt with in the previous quarter. These reports are due by the 15th day subsequent to the end of a given quarter. These reports are intended for City Commission and City Manager use.

<u>Quarter</u>	<u>Report due Date</u>
October 1 - December 31	January 15
January 1 - March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15

The City Manager or designee will provide direction regarding format etc. This contract will begin in the month of July 2017. The initial report would be for the July – September quarter and would be due on October 15, 2017.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

EXHIBIT A SCOPE OF SERVICES (Continued)

LEGAL REPRESENTATION:

As required by the City Commission, the City Attorney shall prosecute and defend the City on all civil complaints, suits or controversies in which the City is a party, including the Board of Adjustment and Code Enforcement Board in legal proceedings. Specifically, the City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage or at the request of the Commission or City staff when otherwise required to protect the City's interests. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner.

As requested by the City Manager, the City Attorney will provide the City staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title searches.

The staff will make the decisions with regard to selection of appraisers, listing agents, closing agents or other services required.

As requested by City staff, Board Chairmen or City Commissioners, the City Attorney will review situations in which laws, regulations or rules can reasonably be construed to impact the City's interests.

The City Attorney will perform other legal research and provide legal advice as requested by the City Commission, Board members or City staff. All such requests must be coordinated through the Office of the City Manager.

The City Attorney will be available to consult with City Commissioners, board members, and City staff by phone during normal working hours, and will make an effort to be available during non-working hours for time sensitive or emergency situations.

If requested by the City Manager, the City Attorney will promptly notify the City Manager of contacts with City staff or Board member in whatever method requested by the City Manager (i.e. e-mail, phone call, text, etc.), and the City Manager may direct that work requested by City staff or Board member not be done, at the discretion of the City Manager.

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**CITY OF COCOA BEACH
CONTRACT FOR LEGAL SERVICES**

**EXHIBIT A
SCOPE OF SERVICES
(Continued)**

LEGAL REPRESENTATION (CONTINUED):

The City Attorney is to maintain files per the City's Records Management Ordinance, and provide the City Manager or designee (as risk manager) and the City Clerk copies of all pertinent pleadings and orders in all litigation that the City Attorney is handling.

IN ADDITION, CITY ATTORNEY SHALL:

Review of City contracts for legal sufficiency.

Review of various state grant and/or interlocal agreements requiring an attorney signature.

Review of Clean Water State Revolving Loan requiring an attorney signature.

Review of agreements obligating the City for external debt and requiring an attorney signature.

Letter of representation regarding the City's legal status required as a part of the City's annual financial audit.

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CITY OF COCOA BEACH CONTRACT FOR LEGAL SERVICES

EXHIBIT B FEE SCHEDULE

FEES AND COSTS ARE PAYABLE AS FOLLOWS:

LEGAL FEES

All legal services as described herein, including general legal services, special projects, and litigation, will be provided for a monthly all-inclusive retainer amount of twenty thousand six hundred (\$ 20,600) dollars, payable in arrears. Partial months shall be prorated on a daily basis. City Attorney shall provide a monthly log of all City of Cocoa Beach work with the monthly invoice.

If the epayables system or any other payment system required by the City results in a lower fee for the City Attorney invoices, the monthly fee above will be reduced accordingly.

City Attorney shall separately track fees and costs relating to any work that may be the basis for reimbursement of "fees for city costs" as referenced in Section 4-04 of the Cocoa Beach City Code. When reimbursed to the City, such fees and costs shall be retained by the City, and not paid to the City Attorney in addition to the lump sum monthly retainer amount. Such fees shall be reported to the City on a monthly basis by the City Attorney with a description of the work done, and the person/entity to be charged by the City.

The monthly retainer above and the annual fiscal year cap are all inclusive of both legal and non-legal support services of any and every kind whatever. Rates above are inclusive of all overhead.

All fees under this agreement are subject to an annual (i. e. annual fiscal year) cap of two hundred fifty (\$ 250,000) thousand dollars. Because this contract will be effective in July 2017, the cap for FY 2017 will be prorated accordingly.

All fees are fixed at the above rates for the initial five (5) year period of the contract. If the contract is renewed for an additional time period a "fee re-opener" is permitted.

COSTS

Out of pocket costs would be charged at cost, with no mark-up or multiplier. There would be no separately billed copying charges unless copies are made through a third party copying firm and preauthorized by the City Manager. There would be no charge for travel time or travel expenses, and no charge for Westlaw or Lexis fees. No "overhead factor" would be charged. There would be no charge for telephone calls, word processing, clerical or secretarial services. All reimbursable costs must be approved by the City Manager prior to their incurrence and billing.

**CITY OF COCOA BEACH
CONTRACT FOR LEGAL SERVICES**

**EXHIBIT B
FEE SCHEDULE
(Continued)**

SALES TAX

The City is exempted from payment of State of Florida sales and use tax and Federal excise tax. The Contractor, however, shall not be exempted from paying State of Florida sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the City. The Contractor shall not use the City's exemption number in securing such materials. The Contractor shall be responsible for and liable for the payment of all its Social Security, Medicare and other taxes resulting from the Contract.

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**AGREEMENT FOR CODE ENFORCEMENT
SPECIAL MAGISTRATE SERVICES
CITY OF DAVENPORT**

THIS AGREEMENT is made and entered into on this 7th day of May, 2018, by and between the City of Davenport located at 1 S. Allapaha Avenue, Davenport, Florida 33837, hereinafter referred to as the "City," and Vose Law Firm, LLP, located at 324 W. Morse Blvd., Winter Park, Florida 32789, for the services of Nancy Stuparich, Esq., hereinafter referred to as the "Special Magistrate."

WHEREAS, the City desires to obtain the services of a special magistrate to adjudicate code enforcement matters in the City and issued RFQ 17-03 to solicit responses from qualified attorneys; and

WHEREAS, the Special Magistrate provided a Response to the Request for Proposal 17-03, a copy of which is attached as Exhibit "A"; and

WHEREAS, the City and Special Magistrate desire to enter into this Agreement so as to set forth the terms and conditions upon which Special Magistrate will provide services to the City.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1. **TERM.** The term of this agreement shall begin on the 7 day of May, 2018, and shall continue for a two year term, renewable by mutual consent of the parties for two additional twelve month periods.
2. **SCOPE OF SERVICES.** The Special Magistrate will provide the City with professional services relating to code enforcement issues in accordance with Florida Law, the City of Davenport Code of Ordinances and as provided in Section 5.0 of RFQ 17-03, a copy of which is attached as Exhibit "B."
3. **COMPENSATION.** City shall compensate the Special Magistrate for services rendered as follows:
 - a. Fees associated with professional services will be billed at an hourly rate of \$150 and \$70 per hour for paralegal time.
 - b. Out of pocket costs will be charged at cost, with no mark-up or multiplier. There would be no separately billed copying charges unless copies are made through a third party copying firm. There would be no charge for travel time and no charge for Westlaw or Lexis fees.
 - c. Fees will be billed monthly based on the hours of work performed.
 - d. Billing will be due no later than the fifteenth day of each month.

4. **EXPERIENCE & COMPETENCY.** Special Magistrate represents to the City that she has relevant experience and competency to deliver the services identified herein as stated in the Response to Request for Proposal 17-03 attached as Exhibit "A."

5. **INDEPENDENT CONTRACTOR.** It is agreed that Special Magistrate is providing the services pursuant to this agreement as an independent contractor and is not an employee of the City. Special Magistrate shall not be eligible to receive any benefits otherwise provided to employees of the City.

6. **INDEMNIFICATION.** Special Magistrate agrees to defend, indemnify and hold City harmless for any and all claims, losses or injuries that may arise out of or result from Special Magistrate's actions or omissions of action relating to the services to be performed under the terms of this agreement.

7. **TERMINATION.** The City or Special Magistrate may terminate this agreement for any or no cause with thirty (30) days written notice. In the event of termination, Special Magistrate will be paid for all services rendered to the date of termination. At conclusion, City shall be entitled to all files created and maintained pursuant to this agreement.

8. **LIMITATION ON REPRESENTATION.** During the term of this appointment the Special Magistrate shall not act as an agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of the CITY.

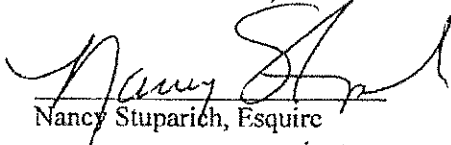
9. **STATUTORY REQUIRED PROVISION.** Pursuant to Florida Statutes, Section 119.0701, Special Magistrate agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR (SPECIAL MAGISTRATE) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-419-3300, ext. 125 RCASTILLO@MYDAVENPORT.ORG, 1 S. ALLAPAHA AVENUE, DAVENPORT, FL 33837.

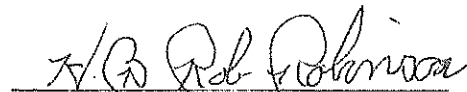
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

VOSE LAW FIRM, LLP


Nancy Stuparich, Esquire

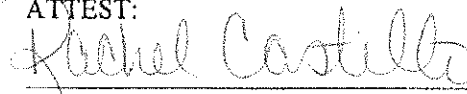
Date: 4-30-18

CITY OF DAVENPORT, FLORIDA

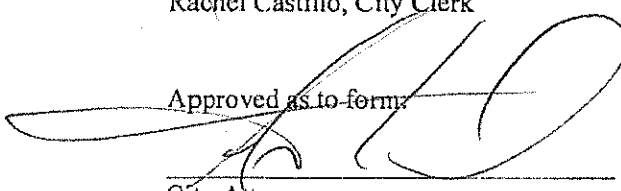

H.B. "Rob" Robinson, Mayor

Date: 5-7-18

ATTEST:


Rachel Castillo, City Clerk

Approved as to form:


City Attorney

CITY OF DAYTONA BEACH SHORES
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY

THIS CONTRACT is made and entered into this 1st day of June, 2020, by and between the CITY OF DAYTONA BEACH SHORES, FLORIDA, hereinafter the "City," and VOSE LAW FIRM LLP, hereinafter referred to as the "City Attorney."

WITNESSETH

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice law in the State of Florida, and each of the attorneys is also a member in good standing of the Volusia County Bar Association; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desires to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of City Attorney as defined in the Charter and Code of Ordinances of the City; and

WHEREAS, Article IV, "City Attorney," of the Charter of the City of Daytona Beach Shores, provides:

ARTICLE IV. - CITY ATTORNEY

Sec. 4.01. - Duties and responsibilities.

The city council shall appoint a city attorney who shall act as the legal adviser to, and attorney and counselor for the city and all of its elected and appointed officers, all departments and divisions of the city government, and all regulatory and advisory boards in all legal matters relating to their official duties. The city attorney shall prepare and/or review all contracts, bonds and other instruments in which the municipality is concerned, and shall endorse on each his or her approval of the form and correctness thereof.

Sec. 4.02. - Assistant city attorneys and city prosecutor.

The city council may authorize the city attorney to employ one or more assistants, a city prosecutor, and to engage special counsel where the circumstances of a particular case warrant, subject to the approval of the terms of the contract by the council as to compensation and the services to be rendered.

Sec. 4.03. - Qualification and appointment of city attorney.

The city attorney and any assistant city attorney shall be licensed to practice law in the State of Florida, and shall be a member of the Volusia County Bar Association in good standing. He or she shall not be required to be a registered elector residing in the municipality. He or she shall be appointed by the city council for an indefinite term by a four-fifths vote of the council; shall serve at the pleasure of the city council and shall be compensated as determined by the council. In addition to the specific duties imposed under this article, the city council may assign additional professional duties to the city attorney so long as they are not inconsistent with general law or this charter. The city attorney may be removed at any time by four-fifths vote of the full council.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney has been selected by and shall serve under the City Council as set forth in Article IV of the City's Charter. The City Attorney shall work *with* the City Manager and the City Staff, but shall work *for* and shall be accountable *to* the City Council.

2. The City Attorney has been appointed by the City Council as set forth in Article IV of the City's Charter, and may be removed at any time by a four-fifths vote of the full City Council. Should the City Attorney terminate the contract, it shall give no less than sixty (60) days advance written notice.

3. The City Attorney shall represent the City as its City Attorney in all of its legal matters except for insurance defense (covered by the City's insurance company), and primary bond counsel, (the City Attorney would serve as local bond counsel).

4. The City Attorney shall provide for the prosecution and defense of litigation on behalf of the City and provide legal services to the City Council, the City Manager, City departments and City boards, committees and agencies, and shall monitor litigation involving the City which is being handled by other counsel. The City Attorney shall attend all City Council meetings as requested and, as needed, workshops and other meetings of the City and its boards, committees and agencies. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the City Council or as are prescribed for city attorneys under Federal and State laws. The City Attorney shall assist the City Council in its development of policy, but shall not engage in policy matters in its own accord. The City Attorney shall address individual legal inquiries of all members of the City Council, but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law. The City Attorney shall take such action, under its discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate response to legal inquiries.

5. Should the City Attorney have an unavoidable conflict, (none of which are anticipated, and which the City Attorney agrees not to intentionally create), the City Attorney shall assist the City in retaining appropriate legal counsel for the matter in which the conflict exists.

6. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar and of the Volusia County Bar Association.

7. The City Attorney shall be available as appropriate for legal workshops for the City and its boards, committees and agencies to discuss pending City legal issues and to provide for adequate training for the members of such bodies and City staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City. The City Attorney is encouraged to be involved in local events and activities, but shall not be involved in City political campaigns.

8. The City Attorney shall be compensated at the monthly rate of \$8,750.00, which will be paid in arrears by the City in accordance with its normative processes and procedures. No itemization of specific work performed shall be required or provided. This compensation shall cover all general and litigation legal services, and there shall be no additional charges for travel time, travel expenses, or legal research tools such as Westlaw or Lexis. With regard to other out of pocket expenses, (such as court reporter fees, or filing fees), the City Attorney may transmit invoices in the name of the City for services to the City for payment in accordance with its normative processes and procedures, or may advance such expenses and separately bill the City therefor. Partial months of service shall be compensated based upon a daily rate determined by dividing the monthly rate by the number of days in the month and multiplying such quotient by the number of calendar days included in the term of the contract.

9. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

10. Pursuant to Florida Statutes, Section 119.0701, the City Attorney agrees to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.
- c) 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 contract term and following completion of the contract if the City Attorney does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the City Attorney or keep and maintain public records required by the City to perform the service. If the City Attorney transfers all public records to the

City upon completion of the contract, the City Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorney keeps and maintains public records upon completion of the contract, the City Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CITY ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

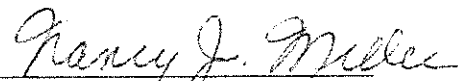
**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

ATTEST:

CITY OF DAYTONA BEACH SHORES

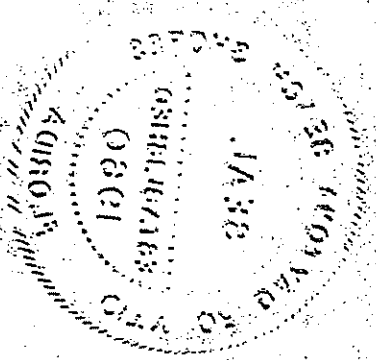

Cheri Schwab, City Clerk


Nancy J. Miller, Mayor


Michael T. Booker, City Manager

VOSE LAW FIRM LLP

Gretchen R. H. Vose, Esq.





RESOLUTION No. 034-2018

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF INDIANTOWN, FLORIDA APPROVING A
CONTRACT FOR SERVICES WITH A VILLAGE ATTORNEY;
PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.**

WHEREAS, pursuant to Section 5(2), Chapter 2017-195, Laws of Florida, which is the Charter of the Village of Indiantown, Florida, there shall be a Village Attorney who shall be the chief legal advisor of the Village; and

WHEREAS, such village attorney shall serve at the pleasure of the village council, and shall carry out the duties and responsibilities provided by law and by act of the village council.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. VILLAGE ATTORNEY; CONTRACT APPROVED. The Village Attorney Contract with Wade C. Vose, Esquire of the Vose Law Firm, LLP., attached hereto as Exhibit "A" is hereby approved.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption. However, the Contract shall take effect on September 1, 2018.

Council Member Stone offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member Clarke, and upon being put to a vote, the vote was as follows:

--ALL SIGNATURES ON NEXT PAGE --

RES. 034-2018 APPROVING VILLAGE ATTORNEY CONTRACT

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR	X			
GUYTON STONE, VICE MAYOR	X			
JACKIE GARY CLARKE, COUNCIL MEMBER	X			
ANTHONY J. DOWLING, COUNCIL MEMBER	X			
JANET HERNANDEZ, COUNCIL MEMBER	X			

ADOPTED this 23rd day of August, 2018.

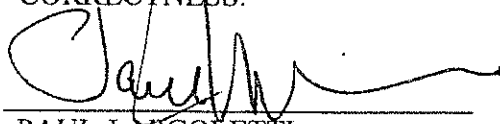
ATTEST:


CHERIE WHITE
VILLAGE CLERK

VILLAGE OF INDIANTOWN, FLORIDA


SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:


PAUL J. NICOLETTI
VILLAGE ATTORNEY



VILLAGE OF INDIANTOWN, FLORIDA

VILLAGE ATTORNEY CONTRACT

IN CONSIDERATION of the mutual agreements and promises herein, the **VILLAGE OF INDIANTOWN**, Florida, a municipal corporation ("Village"), contracts for legal services with WADE C. VOSE, of the Vose Law Firm, LLP, Winter Park, Florida ("Vose") as **Village Attorney**, on an "at will" basis, beginning on September 1, 2018, and terminating or expiring as provided herein.

1. **LEGAL REPRESENTATION AND PROFESSIONAL FEE.** As Village Attorney, Vose shall use his best efforts to represent the Village, and he shall be responsible directly to the Village Council as provided in the Village Charter, and he shall work with the Village Manager, Village staff, and consultants, as required by the Village Council, and in accordance with applicable laws and ordinances. Vose estimates that he will spend not less than 60 hours per month on Village business. Upon the Effective Date, Vose shall provide all legal services for the Village of Indiantown including general legal services, attendance at meetings, litigation, local bond counsel work, labor and employment law, and representation of its enterprise funds, but not including insurance defense and general bond counsel work, for the monthly retainer of \$12,000 per month, (\$144,000 per year). Out of pocket costs (such as court filing fees, and court reporter fees), will be billed at cost, with no mark-up or multiplier. There will be no separately billed copying charges unless copies are made through a third party copying firm, and if needed, that will be cleared in advance with the Village Manager. There will be no charge for travel time, telephone, facsimile or word processing charges, and no charge for Westlaw, Lexis, or other legal research fees. No "overhead factor" will be charged.
2. **VEHICLE.** Vose agrees to utilize his personally owned or leased vehicle in the performance of Village Attorney duties, at no extra charge to the Village.
3. **NON-EXCLUSIVE CONTRACT.** The parties agree that this is a non-exclusive Contract and Vose may accept any and all non-conflicting legal representations. Vose affirmatively discloses to the Village that he serves as a general counsel for several municipalities in Florida, and that this in no way will prevent him from performing his role as Village Attorney, or from negotiating with Martin County for County-provided services.
4. **SUBSTITUTE LEGAL COUNSEL.** This Contract is for legal services, and it may not be sub-contracted, assigned, or transferred by Vose, except that Vose, may

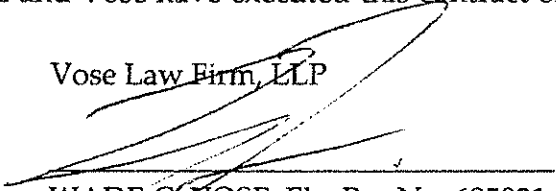
VILLAGE of INDIANTOWN, Florida
Wade C. Vose - Village Attorney Contract

occasionally provide for temporary substitute counsel for the Village, from within his law firm, or in the event that his law firm is conflicted out of representing the Village on a given matter, he may substitute suitable counsel at customary hourly rates, due to the rare event of a conflict of interest, or conflict of time or day. Such appointment of substitute counsel may be canceled by the Village Council at any time.

5. **TERMINATION.** The Village Council may terminate this Contract without cause at any time, upon 30 days notice. Vose may voluntarily terminate this contract upon at least 45 days written notice, and he shall be paid for all billable time outstanding on a pro rata basis.
6. **MISCELLANEOUS.** This Contract is the entire agreement between the parties, and no prior oral or written agreement shall supersede it. This Contract may be amended only in a writing approved by each party. This Contract is not intended to be an employment contract or to confer the status of "employee" upon Vose. Vose understands and agrees that the Contract is "performance-based" meaning that Vose will set the dates, times, and hours of operation and performance, with the understanding that public meetings and availability to the Village Council and staff are a priority of the Village Council. Vose understands and agrees there are no employment benefits associated with this Contract, and Vose shall be responsible for the payment of all taxes related to the income derived from this Contract.
7. **EFFECTIVE DATE.** Notwithstanding the date the Contract is signed or approved by the Village Council, it shall become effective as of 12:01 AM on September 1, 2018.

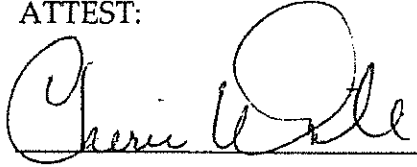
IN WITNESS WHEREOF, the Village and Vose have executed this contract on the 23rd day of August, 2018.

Vose Law Firm, LLP


WADE C. VOSE, Fla. Bar No: 685021
General Partner

VILLAGE of INDIANTOWN, Florida
Wade C. Vose - Village Attorney Contract

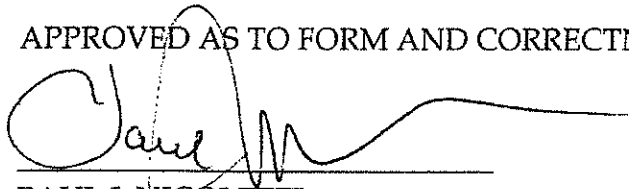
ATTEST:


CHERIE WHITE
VILLAGE CLERK

VILLAGE OF INDIANTOWN, FLORIDA


SUSAN G. THOMAS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


PAUL J. NICOLETTI
VILLAGE ATTORNEY



VILLAGE ATTORNEY MEETING 7/18/18

REVIEWED ALL 8 APPLICATIONS, ARE RECOMMENDING
STOTT/ANDRAY (TORCIVIA, DONCON, GODDARD)

WADE VOSE/BECKY VOSE

GARY BRAZONBURG

AS FIRMS/INDIVIDUALS TO INTERVIEW,
WITHOUT ANY RANKING.

John 7/18/18

Sam 7/18/18

Mark 7/18/18

2018 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT
FEE IS \$25.00! REPORT DUE BY MAY 1, 2018

FILED

2018 APR -9 AM 10:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

REGISTRATION # LLP0900000005

1. Name and Mailing Address

VOSE LAW FIRM LLP

324 W. MORSE BLVD.
WINTER PARK, FL 32789

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2.

LLP #

LLP180001448-8
04/09/18--01033--006 **25.00

CR2E029 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt., etc.

City State Zip Code

3. Principal Place of Business Address

324 W. MORSE BLVD.
WINTER PARK, FL 32789

4. New Principal Office Address, if Applicable:

Suite, Apt., etc.

City State Zip Code

5. Federal Employee Identification Number

59-3724747

Applied For

Not Applicable

6. Certificate of Status Desired:

☐ \$8.75 Additional Fee Required

7. Name and Address of Registered Agent

KAPROW, PHILIP S
324 W. MORSE BLVD.
WINTER PARK, FL 32789

D DUNLAP

APR 09 2018

8. New Name and/or Address of Registered Agent:

Wade C. Vose

Name

324 W. Morse Blvd.

Street Address (P.O. Box Number is Not Acceptable)

Winter Park FL 32789

City

Zip Code

9. New Registered Agent's Signature, if Changed

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE.

4/5/18
Date

10. General Partner's Signature (REQUIRED)

The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE: _____

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER.

E-mail Address: wvose@voselaw.com

(To be used for future annual report notifications)

4/5/18
Date

407-645-3735
Cell Phone #

VILLAGE ATTORNEY – POSITION VACANCY

REQUEST FOR PROPOSALS:

VILLAGE ATTORNEY: The Village of Indiantown, Martin County, is seeking an individual or firm for the position as Village Attorney. The Village, was created by The Florida Legislature on December 31, 2017, and elected a 5 member Village Council on March 13, 2018, which began meeting on March 21, 2018. The Village operates under a council-manager charter, with council members elected at large for four year terms. Two current council members will have short terms, with the next election occurring in August, 2020, while three council members will continue to 2022. The Village Council currently meets on the 2nd and 4th Thursday evenings at 6:30 PM, and the workload is anticipated at about 50 billable hours per month. The Interim Village Attorney is Paul J. Nicoletti, pnicoletti@indiantown.org and he is retiring (again). The Village Charter is available at Ch. 2017-195, Laws of Florida. The Village has a population of about 6,500 and is about 13 square miles in area. Interested attorneys will find application instructions at www.indiantown.org

The ideal Village Attorney candidate will have at least five years of legal experience as a city, county, or local government attorney, or assistant attorney, and significant work in the public sector. Working knowledge and experience in contract formation and negotiation, public liability, litigation, labor and human resources, land use, government finance, economic development and redevelopment, strategic planning, and technology are all desirable.

INSTRUCTIONS:

Please email all information to: HR@indiantown.org; or in the alternative, mail or deliver the following, for receipt no later than July 13, 2018, to:

Village of Indiantown
ATTN: Village Attorney Search
PO Box 398
16550 SW Warfield Blvd.
Indiantown, FL 34956-0398

Please note the Village Office is currently in the Martin County Indiantown Annex, and is only open on Thursdays and Fridays from 9:00 AM to 5:00 PM.

VILLAGE ATTORNEY – POSITION VACANCY

1. **A Letter of Interest**, addressed to the Mayor and Village Council, indicating the following:

- Experience as an attorney
- Experience as a municipal attorney, specifically noting if applicant is Board Certified in City, County and Local Government Law by The Florida Bar
- Availability to serve in position
- Potential or actual conflicts of interest
- Any other relevant factors known to the applicant
- Proposed hourly rate of compensation
- Proposed administrative fees or other costs
- Detailed reasons why applicant should be chosen

2. **An up-to-date detailed Resume**, including at a minimum:

- All Education
- All Work Experience
- Bar Memberships and Participation
- Memberships in other organizations
- Representative Clients

3. A copy of current **Professional Liability Insurance Coverage Page**
4. A recent (within 5 years) **writing sample to a trial court, appellate court, or tribunal; or an opinion written as a municipal magistrate; or similar scholarly legal writing, completely authored by the Applicant.**
5. **A signed statement** indicating any Bar discipline sustained, or Court sanctions (including Contempt) levied, against the applicant or any member of his or her firm, including the dates, the basis for the action, and the discipline or sanctions levied. **Applicants should also include a statement indicating that no discipline has been sustained or sanctions levied, if the case.**

wanting to move to Indiantown... however, it is a part-time position, so they would be moving their practice here.

If either of you can think of anyplace else we should place the ad, please let me know. The Village Council will meet this Thursday evening, and I will ask them to adopt a motion confirming our appointments. I'll be in touch soon, but the schedule is found below. If any of those dates don't work for you, we may be able to wiggle them a little:

SELECTION PROCESS:

June 14, 2018 Village Council authorizes advertisement for Village Attorney position

June 28, 2018 Village Council appoints an **Applicant Review Committee** composed of 2 municipal attorneys, and 1 elected official

July 13, 2018 All applications received

July 18, 2018 Applicant Review Committee (ARC) meets to review proposals

July 26, 2018 ARC Reports to Village Council (VC); VC gives recommendation on number of applicants to interview

August 14 – 15 VC interviews Applicants; VC selects an Applicant

August 16, 2018 Interim Village Attorney negotiates with selected Applicant

August 23, 2018 VC appoints new Village Attorney

With my regards,

Paul

Paul J. Nicoletti | Village Attorney
Village of Indiantown
PO Box 398

VILLAGE ATTORNEY APPLICANT REVIEW

FIRM	VOSE LAW FIRM LLP	JOHN J. ANASTASIO	WILLIAM T. TOOHEY PLLC	TORCIVIA, DONLON, GODDEAU & ANSAY, PA	CALDWELL PACETTI EDWARDS SCOECH & VIATOR LLP	WEISS SEROTA HELFMAN COLE & BIERMAN; AND DAVIS & ASHTON, PA	FOX MCCLUSKEY BUSH ROBISON PLLC	BRANDENBURG & ASSOCS.
OFFICE LOCATION	Winter Park, FL 407-645-3735	Stuart, FL 772-286-3336	Palm City, FL 516-509-1372	West Palm Beach, FL 561-686-8700	West Palm Beach, FL 561-655-0620	Box Ration, FL 561-835-2111	Stuart, FL	North Palm Beach, FL 561-799-1414
LAWYERS ASSIGNED:	WADE C. VOSE GRETCHEN VOSE	JOHN ANASTASIO	BILL TOOHEY	R. BRIAN SHUTT* CAROLYN ANSAY* PAMALA RYAN*	WILLIAM P. DONEY CHARLES SCOECH FRANK S. PALEN**	MATTHEW RAMENDA MILTON COLLINS SUSAN TREWARTHEN* / ** BRETT SCHNEIDER*** KEITH DAVIS* JENNIFER ASHTON	TYSON WATERS****	GARY M. BRANDENBURG
LAWYERS IN FIRM	4	1	1	9	9	70 + 2	7	1
BAR DISCIPLINE	NONE	YES, 4 CASES	NONE	NONE	NONE	NONE	NONE	NONE
MUNICIPAL EXPERIENCE MUNICIPAL CLIENTS (as GENERAL COUNSEL)	EXTENSIVE	LIMITED, NEW JERSEY	LIMITED, NEW YORK	EXTENSIVE 8	EXTENSIVE	EXTENSIVE 7 + 9	LIMITED: 2.5 YRS MARTIN COUNTY 0	EXTENSIVE 2 (Pahokee & Clewiston)
OVERALL EXPERIENCE	EXTENSIVE	BROAD; 70 APPEALS	BROAD; POLICE LIEUT.	EXTENSIVE; UTILITIES	EXTENSIVE	EXTENSIVE	BROAD; REAL ESTATE	EXTENSIVE
CONFLICTS	NONE	UNSTATED	NONE	NONE	NONE	NONE	NONE	NONE
LEGAL WRITING	YES, SCHOLARLY	YES, AGGRESSIVE	YES, SCHOLARLY	YES, PROFICIENT	YES, SCHOLARLY	YES, PROFICIENT	NOT SUBMITTED	YES, PROFICIENT
HOURLY RATE OR	NOT OFFERED	\$200-\$275 /HR	\$165 /HR	\$200/HR + 3% ANNUAL	\$200/\$275/\$100/HR	\$200/HR or	\$300/HR	AS BUDGETED
MONTHLY RATE	\$12,000/MO	NOT OFFERED	NOT OFFERED	\$12,000/MO = 60 HRS	NOT OFFERED	\$15,000/MO	NOT OFFERED	\$12,000/MO = 60 HRS
ADDITIONAL FEES	NONE, EXCEPT DIRECT COSTS	NOT STATED	NONE, EXCEPT DIRECT COSTS	NONE, EXCEPT DIRECT COSTS	ALL EXPENSES TO BE CHARGED	ALL EXPENSES TO BE CHARGED	ALL EXPENSES TO BE CHARGED	NONE, EXCEPT DIRECT COSTS
AVAILABILITY	IMMEDIATE	IMMEDIATE	IMMEDIATE	IMMEDIATE	IMMEDIATE	IMMEDIATE	4TH THURS CONFLICT	IMMEDIATE
RELEVANT FACTORS	SOUTH FLORIDA EXPERIENCE	MARTIN COUNTY EXPERIENCE	MARTIN COUNTY EXPERIENCE	TREASURE COAST EXPERIENCE	TREASURE COAST EXPERIENCE	TREASURE COAST EXPERIENCE	MARTIN COUNTY & MC SCHOOL BOARD EXPERIENCE	FORMER COUNTY ATTORNEY FOR INDIAN RIVER & PALM BEACH LIVES IN PALM CITY
REASONS FOR APPLYING	DEPTH, EXPERTISE	BLUEPRINT	AVAILABILITY	TEAM APPROACH	DEPTH, EXPERTISE	JOINT VENTURE	AVAILABILITY	WELL-SUITED
RESUME(S)	YES	YES		YES	YES	YES	YES	YES
PROF. LIABILITY INS	\$2 MIL	NO	\$1 MIL	\$1 MIL	\$2 MIL	\$3 MIL (WEISS); 2 (DAVIS)	\$4 MIL	\$1 MIL
* LOCAL GOVT BOARD CERTIFIED ATTORNEY								
** AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP)								
*** LABOR & EMPLOYMENT BOARD CERTIFIED ATTORNEY								
**** REAL ESTATE BOARD CERTIFIED ATTORNEY								

TOWN OF OAKLAND
CONTRACT FOR LEGAL SERVICES AS TOWN ATTORNEY

THIS AGREEMENT is made and entered into this 9~~th~~ day of October, 2018, by and between the TOWN OF OAKLAND, FLORIDA, hereinafter the "Town," and Vose Law Firm LLP, hereinafter referred to as the "Town Attorney."

WITNESSETH

WHEREAS, the Town Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice law in the State of Florida; and

WHEREAS, the Town is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the Town desires to retain the Town Attorney to provide legal services as Town Attorney for the Town; and

WHEREAS, the Town Attorney has agreed to serve in such capacity for the Town and perform the duties of Town Attorney as defined in the Charter and Code of Ordinances of the Town; and

WHEREAS, Section 3-7, "Town Attorney" of the Charter of the Town provides that "[b]y majority vote, the Town Commission shall appoint an individual attorney or law firm to act as the Town Attorney under such terms, conditions, and compensation as may be established by the Commission. The Town Attorney shall report to the Commission and may be removed by majority vote of the Commission either upon the recommendation of the Mayor or upon the Commission's own motion."

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the Town and the Town Attorney agree as follows:

1. The Town Attorney has been selected by and shall serve under the Town Commission as set forth in Section 3-7 of the Code of Ordinances of the Town of Oakland. The Town Attorney shall work *with* the Town Manager and the Town Staff, but shall work *for* and shall be accountable *to* the Town Commission.

2. The Town Attorney has been appointed by the Town Commission as set forth in Section 3-7 of the Code of Ordinances of the Town of Oakland, and may be terminated with or without cause by a majority of the membership of the Town Commission. Should the Town Attorney terminate the contract, it shall give no less than sixty (60) days advance written notice unless permitted to give shorter notice by the Town Commission.

3. The Town Attorney shall represent the Town as its Town Attorney in all of its legal matters except for insurance defense (covered by the Town's insurance company), and primary bond counsel (the Town Attorney would serve as local bond counsel).

4. The Town Attorney shall provide for the prosecution and defense of litigation on behalf of the Town and provide legal services to the Town Commission, the Town Manager, Town departments and Town boards, committees and agencies, and shall monitor litigation involving the Town which is being handled by other counsel. The Town Attorney shall attend all Town Commission meetings as requested and, as needed, workshops and other meetings of the Town and its boards, committees and agencies. The Town Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the Town Commission or as are prescribed for Town attorneys under Federal and State laws. The Town Attorney shall assist the Town Commission in its development of policy, but shall not engage in

policy matters in its own accord. The Town Attorney shall address individual legal inquiries of all members of the Town Commission, but shall serve the Town Commission as a corporate body and the local governing body of the Town under controlling Florida law. The Town Attorney shall take such action, under its discretion and under controlling law, to provide the Town with appropriate legal guidance and appropriate response to legal inquiries.

5. Should the Town Attorney have an unavoidable conflict, (none of which are anticipated, and which the Town Attorney agrees not to intentionally create), the Town Attorney shall assist the Town in retaining appropriate legal counsel for the matter in which the conflict exists.

6. The attorneys providing services on behalf of the Town Attorney shall be members in good standing of The Florida Bar. The Town Attorney may cause its partners and associates to assist the Town, as needed, but all such assistance shall be provided under the supervision of the Town Attorney and only by attorneys who are members in good standing of The Florida Bar.

7. The Town Attorney shall not serve as a legal representative of the general public of the Town. The Town Attorney shall be available as appropriate for legal workshops for the Town and its boards, committees and agencies to discuss pending Town legal issues and to provide for adequate training for the members of such bodies and Town staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the Town. The Town Attorney is encouraged to be involved in local events and activities, but shall not be involved in Town political campaigns.

8. The Town Attorney shall be compensated at the monthly rate of \$3,500.00, which will be paid in arrears by the Town in accordance with its normative processes and procedures.

This compensation shall cover all general and litigation legal services, (except for pass-through legal services provided for hereinafter), and there shall be no additional charges for legal research tools such as Westlaw or Lexis. With regard to other out of pocket expenses, (such as court reporter fees, or filing fees), the Town Attorney may transmit invoices in the name of the Town for services to the Town for payment in accordance with its normative processes and procedures, or may advance such expenses and separately bill the Town therefor. Partial months of service shall be compensated based upon a daily rate determined by dividing the monthly rate by the number of days in the month and multiplying such quotient by the number of calendar days included in the term of the agreement. It is recognized that many legal services are required to assist the Town in land development and related matters that are covered by the Town's pass-through ordinance (Ord. # 2014-01) wherein developers and permit applicants pay the expenses of the Town's attorney. The Town Attorney will continue to bill pass-through legal fees in the manner that such attorney has billed such pass-through legal services in the past. Such legal fees shall be in addition to the fees provided herein for the general legal services provided to the Town.

9. The Town Attorney shall take all actions that reflect highly upon the Town and shall act in a manner that advances the Town and its programs, projects and activities.

10. Pursuant to Florida Statutes, Section 119.0701, the Town Attorney agrees to:

- a) Keep and maintain public records required by the Town to perform the service.
- b) Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Town's procedures or as otherwise provided by law.
- c) 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 contract term and following completion of the contract if the Town Attorney does not transfer the records to the Town.

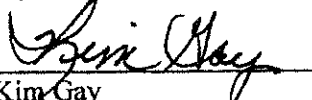
d) Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Town Attorney or keep and maintain public records required by the Town to perform the service. If the Town Attorney transfers all public records to the Town upon completion of the contract, the Town Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Town Attorney keeps and maintains public records upon completion of the contract, the Town Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

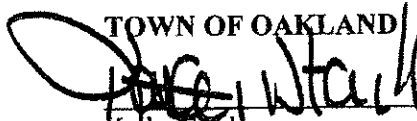
IF THE TOWN ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWN ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

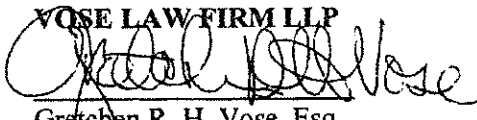
**TOWN HALL
220 N. TUBB STREET
P.O. BOX 98
OAKLAND, FL 34760-0098
407-656-1117, EXT. 2104
kgay@oaklandfl.gov**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

ATTEST:


Kim Gay
Town Clerk

TOWN OF OAKLAND

Kathy Stark
Mayor

VOSE LAW FIRM LLP

Gretchen R. H. Vose, Esq.

INDEPENDENT CONTRACTOR'S AGREEMENT

(Continuing Services)

THIS AGREEMENT made and entered into this ____ day of November, 2019, by and between OKEECHOBEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and VOSE LAW FIRM LLP, a Florida Partnership, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the CONTRACTOR is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice law in the State of Florida; and

WHEREAS, the COUNTY is in need of legal services in order to serve the public and provide quality county governance; and

WHEREAS, the COUNTY desires to retain the CONTRACTOR to provide legal services as County Attorney for Okeechobee County; and

WHEREAS, the CONTRACTOR has agreed to provide legal services as more particularly hereinafter described and under the terms and conditions set forth in this Agreement as well as the "Bid Documents" defined in Section 3.f. below and attached as Exhibit A.

NOW, THEREFORE, in consideration of the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the COUNTY and the CONTRACTOR agree as follows:

1. **Recitals.** THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** THAT the parties hereby agree to the following specific provisions:
 - a. **Description of Work.** CONTRACTOR has been selected by and shall serve at the pleasure of the COUNTY. The CONTRACTOR shall work with the County Administrator and the County Staff, but shall work for and shall be accountable to the Board of County Commissioners. CONTRACTOR shall serve the COUNTY as its County Attorney and represent it in all of its legal matters, except for insurance defense (covered by the County's insurance company), and primary bond counsel (in which matters the County Attorney shall monitor such litigation, and serve as local bond counsel, respectively). More particularly, these services shall be all inclusive unless there is a special exclusion, and shall include:

- (1) Attendance at all regular Commission meetings on the 2nd and 4th Thursday of each month, or on an alternate date, as may be changed by the Board of County Commissioners from time to time, at 9:00 a.m., to render legal assistance, opinions and advice as required.
- (2) Attendance at all Planning Board/Board of Adjustments and Appeals meetings, as needed after review of agenda and consultation with Community Development Director.
- (3) Attendance at all hearings of the Code Enforcement Special Magistrate, as needed after review of agenda and consultation with Code Enforcement Supervisor.
- (4) Attendance at all County Staff meetings.
- (5) Attendance at all Construction Industry Licensing Board meetings, as needed after review of agenda and consultation with Community Development Director.
- (6) Attendance at Board of County Commissioner Workshops, Special Meetings and other meetings, as needed after review of agenda and consultation with County Administrator.
- (7) Service as attorney to the Canvassing Board.
- (8) Representation of the COUNTY in legal matters, including initiating and defending lawsuits on behalf of the COUNTY, such as: appeals, civil lawsuits, evictions, administrative proceedings; and in county court hearings such as: animal control, and code enforcement, and coordinate with others as needed, with any concerns regarding legal issues.
- (9) Acting as liaison with other legal activities under the jurisdiction of the COUNTY.
- (10) Provision of legal advice and general consulting, as requested by the Board of County Commissioners, the County Administrator and the department heads, offices and employees, on legal issues raised, or as required.
- (11) Preparation of all Ordinances and Resolutions and special legislative acts or other legal documents or review for legal sufficiency, as requested, prior to submission to the Board of County Commissioners.
- (12) Preparation of all county contracts or review for legal sufficiency, as requested, before submission to the Board of County Commissioners for action.
- (13) Preparation of annual audit letter regarding litigation cases involving the COUNTY.
- (14) CONTRACTOR shall provide, at a minimum, an additional attorney within the firm who shall have competent experience in governmental affairs, in particular county government law to be able to attend such functions and attend to such matters as enumerated above in

this contract when the primary representative of CONTRACTOR is unavailable or unable to attend same.

- (15) Serve as the COUNTY'S primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated herein.
- (16) Representation of the COUNTY in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the COUNTY is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Board of County Commissioners, and representation of the County in other matters, not specifically enumerated herein, at the request of the Board of County Commissioner or County Administrator.
- (17) Legislative work associated with the Board of County Commissioner meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents, including providing assessments of legal likelihoods in support of COUNTY risk analyses.
- (18) Preparation of oral or written opinions, advice and guidance on legal matters as required by the Board of County Commissioners and/or County Administrator.
- (19) Negotiation and preparation of agreements, leases, contracts, or similar documents.
- (20) Review and comment on contract forms between the COUNTY and independent contractors.
- (21) When requested by the Board of County Commissioners or by the County Administrator, performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
- (22) Provision of legal counseling, guidance and opinions to the County Administrator and the Department Directors regarding the operations of the COUNTY.
- (23) Participation in meetings and/or telephone conferences with the County Administrator and/or County Staff as designated by the County Administrator, as required.
- (24) Preparation and/or review of ordinances, resolutions, documents and documents that are pertaining to COUNTY matters upon request by the Board of County Commissioners or County Administrator.
- (25) Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements, utility franchise agreements, referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal

instruments, liability situations, grant guidelines, pension laws, arbitration, collective bargaining, and other matters as necessary requiring legal advice.

- (26) Interpretation of the COUNTY'S Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.
 - (27) Maintenance of legal files and provision to the County Administrator of copies of all correspondence, and of all pleadings and orders in all litigation the CONTRACTOR is handling for the COUNTY.
 - (28) Keeping the Board of County Commissioners and County Administrator informed of legislation or judicial opinions that have potential to impact the COUNTY.
 - (29) Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the COUNTY.
 - (30) The CONTRACTOR shall perform such other professional duties as may be required by ordinance, resolution or motion of the Board of County Commissioners or as are prescribed for county attorneys under Federal and State laws. The CONTRACTOR shall take such action, under its discretion and under controlling law, to provide the COUNTY with appropriate legal guidance and appropriate response to legal inquiries.
 - (31) The CONTRACTOR shall be available as appropriate for legal workshops for the COUNTY and its boards, committees and agencies to discuss pending COUNTY legal issues and to provide for adequate training for the members of such bodies and County staff to ensure, to the maximum extent practicable, a high quality and high functioning county government for the COUNTY. The CONTRACTOR is encouraged to be involved in local events and activities, but shall not be involved in COUNTY political campaigns.
 - (32) The CONTRACTOR shall take all actions that reflect highly upon the COUNTY and shall act in a manner that advances the COUNTY and its programs, projects and activities.
- b. **Payment.** The CONTRACTOR shall be compensated at the monthly rate of \$17,000.00, which will be paid in arrears by the COUNTY in accordance with its normative processes and procedures on or before the first (1st) of each month. This compensation shall cover all general and litigation legal services, and there shall be no additional charges for travel time, travel expenses, miscellaneous expenses (phone, fax, courier, books, dues, tuition, copier rental, etc.), or legal research tools such as Westlaw or Lexis. With regard to pre-approved out of pocket costs, (such as court filing fees, process server fees, witness fees, and court reporter fees), the CONTRACTOR may transmit invoices in the name of the COUNTY for such expenses (at cost, with no mark-up or multiplier) to the County Administrator for payment in accordance with its normative processes and procedures, or may advance such expenses and separately bill the COUNTY therefor. There shall be no separately billed copying charges unless copies are made through a third-party copying firm, and if needed, shall be cleared in advance with the County

Administrator. Partial months of service shall be compensated based upon a daily rate determined by dividing the monthly rate by the number of days in the month and multiplying such quotient by the number of calendar days included in the term of the agreement

- c. **Term.** The term of this Agreement shall begin on November 8, 2019 and continue until either party gives proper notice of Termination.
- d. **Termination.** The CONTRACTOR has been appointed by the Board of County Commissioners, and may be terminated with or without cause at any time by a majority of the membership of the Board of County Commissioners. Should the CONTRACTOR terminate the Agreement, it shall give no less than sixty (60) days advance written notice.
- e. **Project management.** The Contract Manager for CONTRACTOR shall be: Wade C. Vose, Esq. The Contract Manager for the COUNTY shall be: Robbie L. Chartier, County Administrator.
 - i. With the exception of requests for legal services issued by the Board of County Commissioners acting as a body, the County Administrator or designee shall act as a “gatekeeper” for the County in requesting the services or assistance of the CONTRACTOR, coordinating the flow of work to the CONTRACTOR, and establishing the relative priorities to be placed by the CONTRACTOR on each task for which the assistance of the CONTRACTOR is required. No member of the County’s staff may require the efforts of the CONTRACTOR on the behalf of the COUNTY unless expressly authorized by the County Administrator. Notwithstanding the foregoing, any member of the Board of County Commissioners may request legal services and opinions of the CONTRACTOR regarding COUNTY matters upon approval of the Board of County Commissioners.
- f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:
 - i. To COUNTY: Okeechobee County Board of County Commissioners, Attention: County Administrator, 304 NW 2nd Street, Okeechobee, Florida 34972;
 - ii. To CONTRACTOR: Vose Law Firm, LLP., Attention: Wade C. Vose, Esq., Managing Partner, 324 W. Morse Boulevard, Winter Park, Florida 32789.
- g. **Insurance.**
 - i. The CONTRACTOR shall maintain in effect during the term of this agreement, as prescribed in the Bid Documents, and all extensions and amendments thereof, certain insurance coverage as set forth below,. The CONTRACTOR shall maintain the following insurance coverage in the following amounts:
 - i. Commercial General Liability Insurance including Contractual Liability Insurance \$300,000 each occurrence; if such CGL insurance contains a general aggregate limit, it shall apply separately to this service in the amount of \$600,000; CGL insurance must be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury, fire damage liability

- must be included at \$100,000.00.
- ii. Worker's Compensation (unless exempt) with Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
- iii. Professional Liability Coverage: The attorney or firm shall purchase and maintain at the attorney or firm's expense Lawyer's Professional Liability coverage insuring the Legal Provider against liability arising out of acts or omissions in the furnishing of professional legal services pursuant to this agreement for the minimum limits of liability of \$1,000,000.
- iv. CONTRACTOR shall furnish the COUNTY Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf, before beginning its performance under this Agreement and the County shall be specifically included as an additional insured or loss payee on all policies except Worker's Compensation. In the event insurance coverage expires prior to the completion of this agreement, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the COUNTY before commencement of any work activities.
- v. Said insurance coverage procured by CONTRACTOR as required herein shall be considered, and CONTRACTOR agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and that any other insurance, or self-insurance available to CONTRACTOR shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
- vi. Nothing herein shall be construed to extend COUNTY'S liability beyond that provided in section 768.28, Florida Statutes.

3. **General Provisions.** That the parties hereby agree to the following general provisions:

- a. **Representation of the Contractor.** CONTRACTOR represents that it has technical expertise and training to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the legal profession.
 - i. The attorneys providing services on behalf of the CONTRACTOR shall be members in good standing of The Florida Bar. The CONTRACTOR may cause its partners, associates, and other attorneys to assist the COUNTY, as needed, but all such assistance shall be provided under the supervision of the lead County Attorney and only by attorneys who are members in good standing of The Florida Bar. The CONTRACTOR hereby designates **Wade C. Vose, Esq.** as the lead County Attorney pursuant to this Agreement.
- b. **Representation of the County.** The COUNTY represents that it is duly organized and existing as a political subdivision of the State of Florida. Further, the COUNTY has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the services to be provided.

c. **Personal Nature of Agreement.** CONTRACTOR hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expertise and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR shall not assign or delegate any rights or duties hereunder without the specific written consent of the COUNTY. In the event CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR shall obtain the written approval of the COUNTY Project Manager prior to engaging such subcontractor or professional associate.

d. **Independent Contractor.**

- i. It is specifically agreed that CONTRACTOR is deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of the COUNTY. It is further agreed that no agent, employee, or servant of CONTRACTOR shall be deemed to be the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONTRACTOR, the CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The COUNTY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR shall bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

e. **Indemnification.**

- i. CONTRACTOR shall indemnify and hold the COUNTY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the COUNTY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This shall include persons

employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR shall further indemnify the COUNTY against any claim that any product purchased or licensed by the COUNTY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. The parties agree that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the COUNTY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy.

- ii. That in the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY shall give notice thereof to CONTRACTOR which notice shall be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. That the indemnification provisions of this paragraph shall survive the termination of this Agreement.
 - iv. Nothing herein shall be construed to extend the COUNTY's liability beyond that provided in section 768.28, Florida Statutes.
- f. **Bid Documents.** Any request for proposals (RFP), request for qualifications (RFQ), bid specifications, or other similar documents issued for this service by the COUNTY, together with any addenda, are considered the "Bid Documents" and are hereby incorporated into this contract by reference. CONTRACTOR agrees to abide by all the terms, conditions and requirements of the Bid Documents which are declared to be a material part of this Agreement and attached as Exhibit A.
- g. **Conflicts.** Should the CONTRACTOR have an unavoidable conflict of interest, (none of which are anticipated, and which the CONTRACTOR agrees to not intentionally create), the CONTRACTOR shall assist the COUNTY in retaining appropriate legal counsel for the matter in which the conflict exists.

h. Public Records.

- i. The CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under COUNTY's procedures or as otherwise provided by law.
 3. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of the physical form, made or received in connection with this Agreement.
- iii. Should CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon CONTRACTOR.
- iv. CONTRACTOR consents to the COUNTY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR shall pay all court costs and reasonable attorney's fees incurred by COUNTY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY
ADMINISTRATOR, AT 863-763-6441, EXT 1; 304 NW 2ND STREET,
ROOM 123 OKEECHOBEE, FL 34972**

4. Miscellaneous Provisions. THAT the parties hereby agree to the following miscellaneous provisions:

- a. **Non-Discrimination.** That CONTRACTOR shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement. CONTRACTOR shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized County representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Compliance with Laws.** The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.
- f. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.

- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials shall not be construed to operate as a waiver of any of the COUNTY's rights under this Agreement, or of any cause of action the COUNTY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- j. **Amendment.** This Agreement may be amended only with the written approval of the parties.
- k. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida and shall be governed in accordance with the laws of the State of Florida. Okeechobee County, Florida, shall be the venue of any action thereon.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

OKEECHOBEE COUNTY, a political
Subdivision of the State of Florida

By:

[Signature], CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

11/7/2019

ATTEST:

[Signature]
SHARON ROBERTSON, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

VOSE LAW FIRM, LLP

By:

[Signature]
WADE C. VOSE, ESQ., Managing Partner

ATTEST:

[Signature]
Secretary

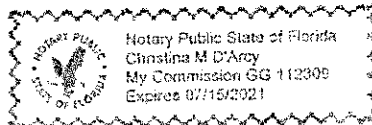
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ___ day of November, 2019, by
WADE C. VOSE, as Managing Partner and authorized agent of VOSE LAW FIRM, LLP, ___ who is
personally known to me or ___ who has produced _____ as identification.

Signature of Notary Public- State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:





CODE ENFORCEMENT SPECIAL MAGISTRATE AGREEMENT

THIS AGREEMENT, is made between the CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, whose address is: P.O. Box 210, St. Augustine, Florida 32085-0210 (hereinafter referred to as "CITY"), and VOSE LAW FIRM LLP, whose address is: 324 West Morse Boulevard, Winter Park, Florida 32789 (hereinafter referred to as "SPECIAL MAGISTRATE").

WHEREAS, City of St. Augustine Ordinance 2019-47 requires the CITY to appoint a special magistrate with all the authority, duties, and powers of the Code Enforcement Board provided in section 162.08, Florida Statutes; and

WHEREAS, City of St. Augustine Ordinance 2019-47 requires the appointed special magistrate to be an attorney who is in good standing with the Florida Bar; and

WHEREAS, the CITY desires to contract for the services of special magistrate contained herein (the "Work"), as such services will inure to the benefit of the citizens of the City of St. Augustine.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and SPECIAL MAGISTRATE agree as follows:

1. SPECIAL MAGISTRATE warrants that he or she is an attorney who is in good standing with the Florida Bar Association.

2. SPECIAL MAGISTRATE will perform the duties assigned to him or her as defined in City of St. Augustine Ordinance 2019-47 and other applicable ordinances.

3. The CITY shall compensate SPECIAL MAGISTRATE at the rate of Two Thousand Dollars (\$2,000.00) per day of hearings. A day of hearings shall mean a day set by the CITY to hear code enforcement violations in which an agenda is followed and noticed to the public. Any task completed outside of the hearing that is germane to that day of hearings, including without limitations, reviewing the documents related to the matters to be heard and drafting and signing orders, shall be considered part of the day of hearings and shall not be separately compensated. The CITY shall compensate SPECIAL MAGISTRATE at the hourly rate for an emergency hearing requested by the CITY. The CITY shall pay SPECIAL MAGISTRATE the rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour for his or her services, not related to code enforcement hearings. Travel time, expenses, and costs of performing the services shall not be reported and are not reimbursable.

4. The term of this Agreement shall be from April 29, 2020 through September 30, 2022. This Agreement may be extended by mutual agreement of both parties.

5. The parties deem the services to be provided by SPECIAL MAGISTRATE are personal in nature and shall not be assigned.

6. The CITY or SPECIAL MAGISTRATE may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

7. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the CITY and SPECIAL MAGISTRATE, other than that of independent parties contracting with each other solely for the purpose of effectuating

the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

8. This Agreement contains all of the terms and provisions agreed upon by the parties. Any alterations, variations, amendments, waivers, or modifications must be in writing and duly executed by the parties.

GENERAL TERMS AND CONDITIONS:

A. Fund Availability.

This Agreement is deemed effective only to the extent that funds are available. The CITY abides by the provisions set forth in the Florida Statutes and the City Charter relative to the appropriation of funds.

B. Prompt Payment Act.

Payment due hereunder shall be made by the CITY to SPECIAL MAGISTRATE in accordance with the Florida Local Government Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

The CITY requires a Local Business Tax Receipt (formerly Occupational License) be held by SPECIAL MAGISTRATE. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state or city.

D. Permits, Licenses, Fees or Taxes.

Any permits, licenses, or fees required will be the responsibility of the SPECIAL MAGISTRATE. The CITY will not entertain separate payment for these items. The CITY does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from this Agreement.

E. Governing Laws and Venue.

This Agreement shall be consistent with, and be governed by, the ordinances of the CITY, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in St. Johns County, Florida.

F. Indemnification.

The parties recognize that SPECIAL MAGISTRATE is an independent contractor. SPECIAL MAGISTRATE agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of SPECIAL MAGISTRATE, its officers, employees, agents, and representatives. SPECIAL MAGISTRATE'S liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of SPECIAL MAGISTRATE against the CITY,

and SPECIAL MAGISTRATE hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. In addition, SPECIAL MAGISTRATE agrees to assume liability for and indemnify, hold harmless and defend the CITY, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of CITY'S violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with SPECIAL MAGISTRATE'S licensing of any software, hardware, uploads or downloads delivered to the CITY pursuant to this Agreement and/or arising out of the negligent or deliberate act or omission of SPECIAL MAGISTRATE, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Insurance.

The SPECIAL MAGISTRATE shall not commence any work until he or she has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage. Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.

The SPECIAL MAGISTRATE'S insurance, and the insurance of any other party bound to the SPECIAL MAGISTRATE, shall be considered primary. The CITY'S insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any SPECIAL MAGISTRATE contains deductible(s), penalty(s) or self-insured retention(s), the SPECIAL MAGISTRATE whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the CITY for the SPECIAL MAGISTRATE'S insurance must be received within five (5) days of Notification of Selection and at time of signing this Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the SPECIAL MAGISTRATE.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the CITY.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the CITY as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or

equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured SPECIAL MAGISTRATE, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of the Work. Accordingly, at the time of submission of final application for payment, SPECIAL MAGISTRATE shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the CITY to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in SPECIAL MAGISTRATE'S coverage based on the evidence of insurance provided by the SPECIAL MAGISTRATE shall not be construed as a waiver by the CITY of SPECIAL MAGISTRATE'S obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit SPECIAL MAGISTRATE'S liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of SPECIAL MAGISTRATE'S right under any policy with higher limits, and no policy maintained by the SPECIAL MAGISTRATE shall be construed as limiting the type, quality or quantity of insurance coverage that SPECIAL MAGISTRATE should maintain. SPECIAL MAGISTRATE shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of SPECIAL MAGISTRATE to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible

If the insurance of any SPECIAL MAGISTRATE contains deductible(s), penalty(s) or self-insured retention(s), the SPECIAL MAGISTRATE whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured SPECIAL MAGISTRATE, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;

- Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverages required in this Article;
- If requested by the CITY, the SPECIAL MAGISTRATE shall furnish complete copies of the insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the SPECIAL MAGISTRATE or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the SPECIAL MAGISTRATE'S obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The SPECIAL MAGISTRATE shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his or her employees connected with the Work. Such insurance shall comply with the Florida Workers' Compensation Law.

The SPECIAL MAGISTRATE shall purchase and maintain at the SPECIAL MAGISTRATE'S expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Agreement. The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes
and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident \$100,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the SPECIAL MAGISTRATE.

In case any class of contract for the Work is not protected under the Workers' Compensation statute, the SPECIAL MAGISTRATE shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

Liability Insurance

The SPECIAL MAGISTRATE shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him or herself or by anyone directly or indirectly employed by him or her, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The SPECIAL MAGISTRATE shall purchase and maintain at the SPECIAL MAGISTRATE'S expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable).

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (<i>any one fire</i>)	\$50,000
Medical Expense Limit (<i>any one person</i>)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (<i>other than Products & Completed Operations</i>) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all the Work to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent Special Magistrates, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Professional Liability Insurance

During the term of this Agreement, the SPECIAL MAGISTRATE will carry professional liability insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the SPECIAL MAGISTRATE. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.

COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-4207
Email: recordsrequest@citystaug.com
Mailing Address: City of St. Augustine
Public Records Custodian
Darlene Galambos, City Clerk
P.O. Box 210
St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the 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.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

* * * SIGNATURES APPEAR ON THE FOLLOWING PAGE * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th
day of April, 2020.

VOSE LAW FIRM LLP

Witness:

Barbara A. Swann

Print: Barbara A. Swann

Witness:

Jennifer C.A. Vose

Print: Jennifer C.A. Vose

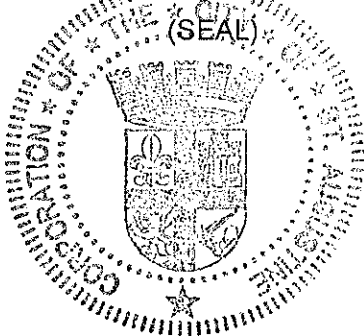
Wade Vose

Print: Wade Vose

Title: Managing Partner

ATTEST:

By: [Signature]
for Darlene Galambos, City Clerk



CITY OF ST. AUGUSTINE, FLORIDA

By: [Signature]
John P. Regan, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
CITY ATTORNEY

Basis of Compensation (Fee Proposal)

Flat Fee Proposal

The Vose Law Firm proposes to provide unlimited, and complete Town Attorney legal services to the Town of Bay Harbor Islands for the monthly retainer amount of \$16,000 per month (\$192,000 per year). That lump sum fee would include general legal services, attendance at meetings, all litigation, local bond counsel work, and representation of the Town's enterprise funds, but does not include Risk Management (insurance defense), Special Magistrate Services (which legally cannot be provided by either an inside or outside Town Attorney due to conflict issues), and general bond counsel work. **This proposal would be \$12,800 under the 2019-2020 FY budget, and \$62,850 under the proposed 2020-2021 FY budget, and would provide budgetary certainty for the Town as to legal fees.**

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned in the next paragraph), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter.

Pre-approved out of pocket costs, (such as court filing fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier. There would be no separately billed copying charges unless copies are made through a third party copying firm, and if needed, that would be cleared in advance with the appropriate Town official.

Our flat fee proposal would give complete budgetary certainty as to the Town Attorney expenses of the Town, including litigation, while providing unlimited access to the best local government legal talent available in the state.

Hiring our firm on a flat fee is the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the municipality. Those are the times when legal expenses can get out of hand if the municipality is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation fees each month to ensure budgetary certainty and prevent the frightening experience of out of control legal costs.

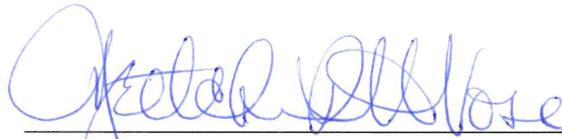
This arrangement would provide budgetary certainty and would result in the Town of Bay Harbor Islands having *unlimited* access to and support from four highly skilled and experienced local government, land development, and litigation attorneys. This arrangement would take the fear of litigation costs out of the equation when third parties threaten litigation if the governmental entity does not meet the demands of that third party.

The attorneys of the Vose Law Firm have realized over the years that an all-inclusive retainer results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by governmental staff. The end result in having the municipality’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm wish to truly be a part of the Town of Bay Harbor Islands and work diligently to keep the Town out of trouble, and ensure the smooth running of the Town without unnecessary litigation or problems.

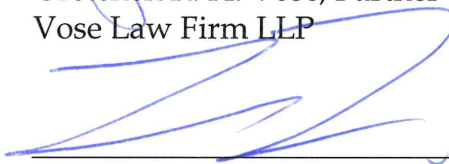
The attorneys of our firm also understand that a municipality that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the municipality while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm’s belief that our best interests are inexorably tied to the best interests of our clients. If our clients benefit, so do we.

Corporate Standing and Authorized Signatory

Gretchen Vose is a Partner in Vose Law Firm LLP, a Florida limited liability partnership, as evidenced by the Partnership Registration Statement on file with the Florida Department of State, Division of Corporations, enclosed herein together with the Certificate of Conversion for Vose Law Firm LLP. Also enclosed is a printout of the Partnership Detail for Vose Law Firm LLP from SunBiz.org. Also enclosed is Vose Law Firm LLP's 2020 Limited Liability Partnership Annual Report, listing the undersigned, Wade C. Vose, as a Partner in Vose Law Firm LLP, a Florida limited liability partnership. The undersigned, Wade C. Vose, hereby certifies that Gretchen Vose is a Partner in Vose Law Firm LLP, a Florida limited liability partnership, and an authorized signatory for Vose Law Firm LLP in all matters.



Gretchen R. H. Vose, Partner
Vose Law Firm LLP



Wade C. Vose, Partner
Vose Law Firm LLP

Certificate of Conversion

For

"Other Organization"

Into

Florida Partnership

This Certificate of Conversion **and attached Partnership Registration Statement** are submitted to convert the following **"Other Organization"** into a **Florida Partnership** in accordance with s.620.8914, Florida Statutes.

1. The name of the "Other Organization" immediately prior to the filing of this Certificate of Conversion is:

Vose Law Firm, LLC

(Enter Name of Other Organization)

601-8475

2. The "Other Organization" is a Limited Liability Company

(Enter entity type. Example: corporation, limited liability company, sole proprietorship, limited partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida

(Enter state, or if a non-U.S. entity, the name of the country)

on March 22, 2001

(Enter date "Other Organization" was first organized, formed or incorporated)

3. The name of the Florida Partnership as set forth in the **attached Partnership Registration Statement**:

Vose Law Firm LLP

(Enter Name of Florida Partnership)

4. The conversion was approved as required by Chapter 620, F.S., and was approved in such a manner that complied with the converting organization's governing law.

5. If not effective on the date of filing, enter the effective date: _____
(The effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Page 1 of 2

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 DEC 31 PM 1:37

FILED

Signed this 29th day of December, 20 08

Signature of a General Partner or Authorized Person for General Partnership:

Signature: [Signature]
Printed Name: Wade C. Vose Title: Partner

Signature(s) on behalf of Other Business Entity: [See below for required signature(s).]

Signature: [Signature]
Printed Name: Gretchen R. H. Vose Title: Managing Member

Signature: [Signature]
Printed Name: Wade C. Vose Title: Managing Member

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

If Florida Limited Liability Company:

Signature of a Member or Authorized Representative.

All others:

Signature of an authorized person.

Fees:

Partnership Registration Statement:	\$50.00
Certificate of Conversion:	\$25.00
Certified Copy:	\$52.50 (Optional)
Certificate of Status:	\$8.75 (Optional)

FILED
2008 DEC 31 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PARTNERSHIP REGISTRATION STATEMENT

1. Vose Law Firm LLP
(Name of Partnership)

2. Florida 3. 59-3724747
(State/County of Formation) (FID Number)

4. 324 W. Morse Boulevard, Winter Park, Florida 32789
(Street Address of Chief Executive Office)

5. 324 W. Morse Boulevard, Winter Park, Florida 32789
(Street Address of Principal Office in Florida, if applicable)

6. In accordance with s. 620.8105(1)(c)(1 & 2), Florida Statutes, required partner information is provided in one of the following options:

- ☐ Attached is a list of the names and mailing addresses of ALL partners and Florida Registration Numbers, if other than individuals, or:
- ☒ The name and street address of the agent in Florida who shall maintain a list of the names and addresses of all partners:

**INDIVIDUAL NAME & FLORIDA
STREET ADDRESS OF
FLORIDA AGENT**

**IF OTHER THAN
FLORIDA REGISTRATION
NUMBER**

Gretchen R. H. Vose

324 W. Morse Boulevard

Winter Park, FL 32789

If any of the partners are other than individuals, its entity name and Florida Registration Number must be listed below:

Partner Entity Name

Florida Document Number

2008 DEC 31 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

7. Effective date, if other than the date of filing: _____
(Effective date cannot be prior to the date of filing nor more than 90 days after the date of filing)

The execution of this statement as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

Signed this 29th day of December 2008.

Signatures of TWO Partners:

Gretchen R. H. Vose
Wade C. Vose

Typed or printed names of partners signing above: Gretchen R. H. Vose

Wade C. Vose

Filing Fee:	\$50.00
Certified copy:	\$52.50 (optional)
Certificate of Status:	\$ 8.75 (optional)

Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

GP0900000007

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



0001000000100

GP0900000007

12/31/08--01069--019 **100.00

2008 DEC 31 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

T. CLINE

JAN - 5 2009

EXAMINER

[Previous on List](#)[Next on List](#)[Return to List](#)[Filing History](#)[No Authority Info](#)[No Partner Info](#)[No Name History](#)

Partnership Name Search

Partnership Detail

Limited Liability Partnership Name

VOSE LAW FIRM LLP

Principal Address

324 W. MORSE BLVD.
WINTER PARK, FL 32789
Change Date: NONE

Filing Information

Document Number	LLP090000005
FEI/EIN Number	593724747
File Date	12/31/2008
State	FL
Total Pages	14
Pages in Original Filing	2
Florida Partners	NONE
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

VOSE WADE C
324 W. MORSE BLVD.
WINTER PARK, FL 32789

Document Images

[12/31/2008 -- LLP](#)[06/10/2020 -- LLP Business Report](#)[03/29/2019 -- LLP Business Report](#)[04/09/2018 -- LLP Business Report](#)

04/21/2017 -- LLP Business Report	View image in PDF format
04/14/2016 -- LLP Business Report	View image in PDF format
02/13/2015 -- LLP Business Report	View image in PDF format
03/27/2014 -- LLP Business Report	View image in PDF format
03/20/2013 -- LLP Business Report	View image in PDF format
04/03/2012 -- LLP Business Report	View image in PDF format
05/04/2011 -- LLP Business Report	View image in PDF format
02/25/2010 -- LLP Business Report	View image in PDF format
03/31/2009 -- LLP Business Report	View image in PDF format

[Previous on List](#)[Next on List](#)[Return to List](#)[Filing History](#)[No Authority Info](#)[No Partner Info](#)[No Name History](#)

Partnership Name Search

Florida Department of State, Division of Corporations

2020 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT
FEE IS \$25.00! REPORT DUE BY SEPTEMBER 25, 2015

FILED

SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

2020 JUN 10 AM 8:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

REGISTRATION # LLP0900000005

1. Name and Mailing Address

VOSE LAW FIRM LLP

324 W. MORSE BLVD.
WINTER PARK, FL 32789

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2

LLP #

LLP200001713-1
06/10/20--01001--022 **\$25.00
CR2E029 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt #, etc.

City State Zip Code

3. Principal Place of Business Address

324 W. MORSE BLVD.
WINTER PARK, FL 32789

4. New Principal Office Address, if Applicable:

Suite, Apt #, etc.

City State Zip Code

5. Federal Employee Identification Number

59-3724747

Applied For

Not Applicable

6. Certificate of Status Desired:

☐ \$8.75 Additional Fee Required

7. Name and Address of Registered Agent

VOSE, WADE C
324 W. MORSE BLVD.
WINTER PARK, FL 32789

8. New Name and/or Address of Registered Agent:

Name

Street Address (P.O. Box Number is Not Acceptable)

FL

City Zip Code

9. New Registered Agent's Signature, if Changed

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE.

Wade C. Vose, Partner

6/8/20
Date

10. General Partner's Signature (REQUIRED)

The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE:

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER.

Wade C. Vose

6/8/20
Date

(407) 645-3735
Daytime Phone #

E-mail Address:

(To be used for future annual report notifications)

TAB H

Forms and Attachments

DELIVER TO:

Town of Bay Harbor Islands
Office of the Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**REQUEST FOR PROPOSALS
SECTION 5
RESPONDENT SUBMITTAL
FORMS**

**OPENING: September 17, 2020
AT 3:00 P.M.**

NOTE: Town of Bay Harbor Islands is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Issued by: **Office of the Town Clerk**

Date Issued:
**September 17th, 2020
before at 3:00 p.m.**

This Qualification Submittal
Consists of all required forms,
Acknowledgements and Affidavits

Submissions are subject to the Terms and Conditions of this Request for Proposals and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the Town Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

RFQ No. BHI 207

PROFESSIONAL LEGAL SERVICES

Firm Name

Vose Law Firm LLP

Commodity Code(s):

NIGP #961-49-00/ NAICS #541-110

**RETURN ONE ORIGINAL, FOUR COPIES AND ONE USB OR CD ELECTRONIC COPY OF
QUALIFICATION SUBMITTAL PAGES AND AFFIDAVITS**

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

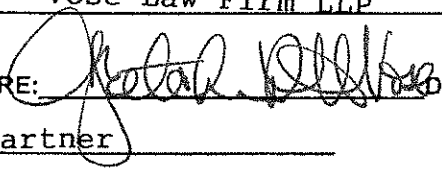
Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: Vose Law Firm LLP

AUTHORIZED SIGNATURE:  DATE: 9-15-20

TITLE OF OFFICER: Partner

RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firms agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

Vose Law Firm LLP

Street Address:

324 W. Morse Blvd., Winter Park, FL 32789

Mailing Address (if different):

Same

Telephone No. (407) 645-3735 Fax No. (407) 628-5670

Email Address: bvose@voselaw.com FEIN No. 5/9-3/7/2/4/7/7

**By signing this document the Responder agrees to all Terms*

Signature:


(Signature of authorized agent)

Print Name: Gretchen RH Vose

Title: Partner

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.



LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

<u>Agency:</u> 700324	<u>Branch:</u> 912	<u>Policy Number:</u> 169671583	Insurance is provided by Continental Casualty Company, 151 North Franklin Street Chicago IL 60606 A Stock Insurance Company.
--------------------------	-----------------------	------------------------------------	--

1. NAMED INSURED AND ADDRESS:

Vose Law Firm, LLP
324 West Morse Boulevard
Winter Park, FL 32789

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 01/01/2020

Expiration: 01/01/2021

at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:*Inclusive of Claims Expenses*

Each Claim: \$2,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:*Inclusive of Claims Expenses*

Aggregate: \$10,000

5. POLICY PREMIUM:

Annual Premium:	\$12,617.00
-----------------	-------------

Total Amount:	\$12,617.00
---------------	-------------

Includes CNA Risk Control Credit of	\$ 0.00
-------------------------------------	---------

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), CNA-82437-XX (Ed. 06/2015), G-118016-ACC (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118039-A09 (Ed. 09/2012), G-118065-A09 (Ed. 06/2015)

7. WHO TO CONTACT:

To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

11/06/2019

Date



Continental Casualty Company
151 North Franklin Street
Chicago, IL -60606

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 169671583

Name of Each Lawyer

Gretchen R Vose

Nancy Stuparich

Wade C Vose

Named Individual Retroactive Date

Full Prior Acts

08/30/2016

01/19/2004

PREMIER BUSINESSOWNERS POLICY**PREMIER OFFICE
PROPERTY DECLARATIONS**

Policy Period:

From 06-19-20 To 06-19-21

Policy Number: **ACP BPOD5994966379**

Description of Premises Number: **001** Building Number: **001** Construction: **MASONRY NON-COMBUST**
 Premises Address **324 W MORSE BLVD** WINTER PARK FL 32789-4294
 Premises ID
 Occupancy **OL** Classification: **ATTORNEYS**

Described as: **ATTORNEYS - OFFICE-NO PL UNITS 324-326**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$ 1,000** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE
Building -	NOT PROVIDED
Business Personal Property - Replacement cost	\$97,500
ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.	
Business Income - ALS - 12 Months - 72 Hour Waiting Period - 60 Day Ordinary Payroll Limit	INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - 72 Hour Waiting Period	INCLUDED
Equipment Breakdown	INCLUDED
Automatic Increase in Insurance - Building	NOT PROVIDED
Automatic Increase in Insurance - Business Personal Property	2.9%
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	\$5,000

OPTIONAL INCREASED LIMITS

	Included Limit	Additional Limit
Account Receivable	\$25,000	\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000	\$25,000
Forgery and Alteration	\$10,000	\$10,000
Money and Securities - Inside the Premises	\$10,000	\$10,000
Outside the Premises (Limited)	\$10,000	\$10,000
Outdoor Signs	\$2,500	\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000	\$10,000
Business Personal Property Away From Premises	\$15,000	\$15,000
Business Personal Property Away From Premises - Transit	\$15,000	\$15,000
Electronic Data	\$10,000	\$10,000
Interruption of Computer Operations	\$10,000	\$10,000
Building Property of Others	\$10,000	\$10,000

OPTIONAL COVERAGES - Other frequently purchased coverage options.

Employee Dishonesty	NOT PROVIDED
Ordinance or Law - 1 - Loss to Undamaged Portion	NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction	NOT PROVIDED
Ordinance or Law Broadened	NOT PROVIDED
Condominium Commercial Unit-Owners Optional Coverage - Loss Assessment	\$25,000
Condominium Commercial Unit-Owners Optional Coverage - Miscellaneous Real Property	\$175,000
Hurricane Deductible - PB5442 - 02%	INCLUDED
Sinkhole Loss Coverage	INCLUDED

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired.

See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **NOT APPLICABLE****PB 81 01 (04-11)****DEPOSITORS INSURANCE COMPANY**

Page 1 of 2

DIRECT BILL L8BY

DRJ

INSURED COPY

UID Z1

45 03682

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

LIABILITY DECLARATIONS

Policy Period:

Policy Number: **ACP BPOD 5994966379**

From **06-19-20** To **06-19-21**

LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Medical Payments Coverage Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	\$300,000
Personal and Advertising Injury	Per Person Or Organization	\$1,000,000
Products — Completed Operations Aggregate	All Occurrences	\$2,000,000
General Aggregate (Other than Products — Completed Operations)	All Occurrences	\$2,000,000

AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage	Included in Each Occurrence Limit of Insurance
Nonowned Auto Liability Coverage	Included in Each Occurrence Limit of Insurance

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

FORMS AND ENDORSEMENTS SUMMARY

Policy Period:

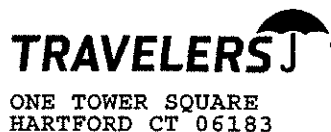
Policy Number: ACP BPOD 5994966379

From 06-19-20 To 06-19-21

FORM NUMBER	TITLE
LI0021	0101 NUCLEAR ENERGY LIABILITY EXCLUSION
PB0002	1114 PREMIER BUSINESSOWNERS
PB0006	1114 PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM
PB0009	1114 PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
PB0311	0113 SINKHOLE LOSS COVERAGE - FLORIDA
PB0404	0101 HIRED AUTO AND NON-OWNED AUTO LIABILITY
PB0412	0101 LIMITATION OF COVERAGE TO DESIGNATED PREMISES
PB0448	1114 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
PB1703	0101 CONDOMINIUM COMMERCIAL UNIT-OWNERS OPTIONAL COVERAGE
PB1751	0708 CONDOMINIUM COMMERCIAL UNIT - OWNERS COV
PB2998	0908 EXCLUSION - VIOLATION OF CONSUMER PROTECTION STATUTES
PB2999	0215 EXCLUSION - FUNGI OR BACTERIA
PB5442	0708 PERCENTAGE DEDUCTIBLE - HURRICANE - FLOR
PB9009	1114 FLORIDA AMENDATORY ENDORSEMENT
PB0497	0707 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO U
PB1504	1114 ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
PB0523	0715 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PB6004	0411 ADDITIONAL INSURED -SERVICES PERFORMED O
PB1203	0101 LOSS PAYABLE PROVISIONS

IMPORTANT NOTICES

IN7404	0107	IMPORTANT FLOOD INSURANCE NOTICE
IN7429	1215	FLORIDA CUSTOMER SERVICE INFORMATION
IN7437	0708	FLORIDA DEPART. OF REVENUE REQUIRES INS. CO. TO COLLECT SURC
IN7438	0708	EMERGENCY MGMT., PREPAREDNESS, AND ASSISTANCE TRUST FUND FL
IN7440	0708	FLORIDA BUILDING CODE EFFECTIVENESS GRADING
IN6903	1111	FL BUSINESSOWNERS CO-PAY AND WINDSTORM DEDUCTIBLE NOTICE
IN7653	0112	NOTICE OF CHANGE IN POLICY TERMS COMMERCIAL GENERAL LIABILIT
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-2J324601-20-42-G

RENEWAL OF (UB-2J324601-19-42-G)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA
A Stock Company

NCCI CO CODE: 13439

1.

INSURED:

VOSE LAW FIRM LLC
324 W. MORSE BLVD
WINTER PARK, FL 32789

PRODUCER:

BALDWIN KRISTYN SHERMAN
PO BOX 2879
TAMPA, FL 33601-2879

Insured is A LIMITED LIABILITY COMPANY

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-16-20 to 06-16-21 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
FL

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	100,000	Each Accident
Bodily Injury by Disease:	\$	500,000	Policy Limit
Bodily Injury by Disease:	\$	100,000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE GA HI IA ID IL IN KS KY LA MA MD ME MI MN
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI
WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY

DATE OF ISSUE: 04-22-20 SD

OFFICE: TAMPA FL 247

PRODUCER: BALDWIN KRISTYN SHERMAN 84145

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-2J324601-20-42-G

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
-----------------	---------	--	---------------------------------------	--------------------------------

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 8111 NAICS: 541110

	STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM \$	959
PREMIUM DISCOUNT	NONE
0900-09 EXPENSE CONSTANT	160
TERRORISM	51
TOTAL ESTIMATED PREMIUM	1170
TAXES AND SURCHARGES	12
DEPOSIT AMOUNT DUE	1182

Minimum Premium: \$ 174

DATE OF ISSUE: 04-22-20 SD

OFFICE: TAMPA FL 247

PRODUCER: BALDWIN KRYSTYN SHERMAN 84145

COUNTERSIGNED-AGENT

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: UB-2J324601-20-42-G

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

INSURED'S NAME: VOSE LAW FIRM LLC

13439-FL

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001				
FEIN 593724747 ENTITY CD 001 00				

VOSE LAW FIRM LLC

527 WEKIVA COMMONS CIR
APOPKA , FL 32712
NAICS: 541110

LAW OFFICE-ALL EMPLOYEES & C, M, D	8820	506639.00	0.14	709
		WAIVER PREMIUM BASIS		ESTIMATED ANNUAL PREMIUM
CLASSIFICATION	CODE-JOB NBR		RATE	
SPECIFIC WAIVER OF SUBROGATION SEE ENDT WC 00 03 13 00 -001	0930-001	12	0.030	0
SPECIFIC WAIVER OF SUBROGATION SEE ENDT WC 00 03 13 00 -002	0930-002	12	0.030	0
SPECIFIC WAIVER OF SUBROGATION SEE ENDT WC 00 03 13 00 -003	0930-003	12	0.030	0
BALANCE TO WAIVER MINIMUM PREMIUM	0930	250		

FL MANUAL PREMIUM \$ 709

WAIVER OF SUBROGATION	\$	0
BALANCE TO WAIVER MINIMUM		250
TOTAL PREMIUM SUBJECT TO EXPERIENCE MOD.		959
EXPERIENCE MODIFICATION: MODIFIED PREMIUM		959
EXPENSE CONSTANT(0900)		160
TERRORISM(9740)		51
TOTAL ESTIMATED PREMIUM		1170
1.00% FL WORKERS COMP INS GUARANTY ASSOCIATION SURCHARGE		12
TOTAL PREMIUM		1182
DEPOSIT AMOUNT DUE		1182

DATE OF ISSUE: 04-22-20 SD

SCHEDULE NO: 1 OF 1

POLICY NUMBER: UB-2J324601-20-42-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 09 06 07 A - 001	FL WC INS GUARANTY ASSOC SURCH NOTIFIC
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 03 13 00 - 002	WAIVER OF OUR RIGHT TO RECOVER
WC 00 03 13 00 - 003	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 09 04 03 B - 001	FL TRIPRA ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 09 03 03 00 - 001	FL EMPLRS LIAB COVERAGE ENDT
WC 09 04 02 A - 001	FL EXP RATING MOD FACTOR ENDORSEMENT
WC 09 04 07 00 - 001	FL NON-COOPERATION WITH PREM AUDIT ENDT
WC 09 06 06 00 - 001	FL EMPLOYMENT AND WAGE INFORMATION REL.

GreenspoonMarder^{LLP}

Serving Fortune
500
and Beyond

Am Law
200
Full-Service Firm

More Than
200
Attorneys

888.491.1120
www.gmlaw.com



Locally Grown, National Reach.

Prepared for Town of Bay Harbor Islands

**RFP No. BHI-207 “Town Attorney – Professional Legal Services”
September 8, 2020**

600 Brickell Avenue, Suite 3600, Miami, FL 33131
Joseph S. Geller, Esq. • joseph.geller@gmlaw.com • 954-491-1120

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**TAB 2:
COVER LETTER AND
EXECUTIVE SUMMARY**

COVER LETTER

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: RFP No. BHI-207 Professional Legal Services

Dear Mayor, Councilmembers, and Town Manager:

On behalf of Greenspoon Marder, LLP, we are pleased to submit this proposal to provide professional legal services to the Town of Bay Harbor Islands.

Mr. Joseph S. Geller, Esq., would be the lead Town Attorney, with a team of attorneys from our Government and Government Relations Division and others to assist him in providing legal services to the Village. The designated secondary attorney would be James Rauh, a partner with the firm, or, in his absence, Olga Vieira, a partner with the firm, or Jason Silver, an associate with the firm. Also, a recent addition to our firm is Mayor Francis Suarez of the City of Miami, who has extensive experience in local government. Mr. Geller and his team propose to serve as contracted legal counsel and provide all legal services traditionally provided by the Town Attorney's Office. For any matter that requires specialized legal assistance, Mr. Geller will draw on specialists at Greenspoon Marder who practice in those areas of law, or, where desired or necessary, outside counsel. We positively affirm that Mr. Geller and his team can perform the work required in an efficient and timely manner, including all items mentioned in the Scope of Work in the RFP, including Labor and Employment services through our Labor and Employment Department, as detailed herein. The work of the Town will be considered a top priority by Greenspoon Marder.

Greenspoon Marder LLP has more than 200 attorneys practicing across 11 offices in Florida and 25 throughout the U.S. in numerous areas of practice. This size and diversity of our firm are our greatest strengths. With our diverse staff of attorneys offering varying perspectives, backgrounds and areas of expertise, we are able to effectively, efficiently and economically address our clients' legal needs. It is this diversity, along with the strong academic training, experience, and performance of our attorneys, that allows us to bring to our representation of the Town, a keen understanding of the political, economic, and environmental climate within which the Town must operate. Greenspoon Marder enjoys a solid reputation, ranked among the *American Lawyer's* Am Law 200; rated "AV Preeminent" by the prestigious Martindale Hubbell Law Directory; and "Best Law Firms" by *U.S. News & World Report*.

Our Firm prides itself on our excellent reputation locally and nationally. The predecessor firm to Greenspoon Marder LLP, which is a Florida Limited Liability Partnership which has been in existence for almost three (3) years, was known as Greenspoon Marder, PA, which dates back to the early 1980's. The principal location for service to the Town of Bay Harbor Islands will be the firm's Brickell office, approximately 10 miles from the Town Hall, which typically has 18 attorneys and 18 staff assigned, and supplemented by the Ft. Lauderdale office, and other offices as needed.

COVER LETTER

The Firm's extensive experience in municipal law and government law will benefit the Town, and give it strong, steady, and consistent legal representation. Mr. Geller, and our Firm, will provide high quality municipal law services.

Greenspoon Marder is pleased to be able to offer you an effective, efficient manner to organize your Town legal services. We believe that the Town would be best served by having its legal services contracted to our firm. We are prepared to demonstrate our compliance with your requested insurance coverage as a condition of our agreement with you. We are prepared to work with existing counsel to insure a smooth and rapid transition of all matters to our firm.

Our proposal is for Greenspoon Marder to provide Town Attorney Services on a flat fee monthly retainer basis plus approved applicable out-of-pocket costs, with hourly or negotiated charges for non-retainer work like litigation, Labor and Employment services, and bond counsel. The details of what is covered under the flat retainer are consistent with the usual day-to-day responsibilities of a Town Attorney as they are currently being performed and as outlined in the current retainer agreement and Resolution approving that. The monthly retainer would be in the same amount currently being paid to the Town Attorney, which I understand to be \$10,000 per month. General litigation would also be at the current rate, which I understand to be \$225 per hour. Except for unforeseen circumstances, or where the Town prefers, we would provide all of these services in-house, as our multidisciplinary capabilities should be ample to assist with whatever is needed. If the Town prefers a different arrangement, we would be happy to discuss the matter with you to come to a mutually satisfactory agreement.

Joseph S. Geller has practiced law for over 40 years, including over 25 years providing service as a municipal attorney to Florida municipalities. He has been the principal attorney for five (5) different municipalities and has assisted many others. His service in elected office, his long career as an attorney with multiple concentrations, and his extensive municipal experience for many entities combine with his reputation for fairness, integrity and good judgment to enable him to help the Village of El Portal to achieve its goals. Mr. Geller is currently completing his third term serving in the Florida House of Representatives, representing District 100, having been elected in November 2014, and re-elected without opposition in November 2016, and again in November 2018, and most recently in 2020 to begin a fourth and final term. Perhaps more importantly, Mr. Geller served as Mayor of the City of North Bay Village, having been elected in November 2004, and re-elected without opposition in November 2006. This service as a municipal elected official gives Mr. Geller a unique insight into the functioning of municipal government. In addition, his legislative service has given him special insight and ability in legislative interpretation.

We are qualified to serve as the Town's Attorney because of the breadth and depth of our knowledge and experience in municipal law. Greenspoon Marder's government and government relations attorneys represent, and have represented, a broad cross-section of public sector clients, including: Florida counties, villages, cities, towns, and school districts; the Florida Department of Transportation; and other governmental boards and commissions. Our attorneys have also held or hold elective office at the Municipal and Legislative level, and we have represented clients at all levels of government, in front of Courts, and at the Municipal, County, Legislative, and State Agency level. We have also represented many individual municipal officials.

There are no ethics complaints against any Greenspoon Marder attorneys proposed in this solicitation within the last 10 years, nor are there any potential conflicts of interests or ethical considerations relating to the proposed representation. There have been no malpractice claims against any Greenspoon Marder attorneys proposed in this solicitation within the last 10 years. At present, Greenspoon Marder does not represent any municipalities as their General Counsel/ City Attorney, although Greenspoon Marder represents numerous municipalities for bonds or bond counsel purposes.

COVER LETTER

In closing, it gives us great pleasure to submit this proposal to the Town for your consideration. Mr. Geller and the Greenspoon Marder team are truly excited by the opportunity to serve the Town, with the full resources and expertise available to us. We look forward to discussing this matter further with you, and hopefully to your favorable consideration.

Sincerely,

Greenspoon Marder LLP

By: _____

Joseph S. Geller, Esq.

Partner

600 Brickell Avenue, Suite 3600, Miami, FL 33131

Joseph.Geller@gmlaw.com

954-491-1120

**TAB 3: PROJECT APPROACH
AND UNDERSTANDING**

OUR APPROACH

In providing legal services, it is important to recognize that a Town Attorney has many functions. The Town Council selects the Town Attorney, and the Town Attorney is primarily responsible to the Town Council and its members to assist them in properly performing their duties and responsibilities to the citizens. At the same time, on a day-to-day basis, the Town Attorney also represents the Town Administration, headed of course by the Town Manager. It is important that employees of the Town, from the Town Manager through to line service personnel, are provided with timely and accurate information as to their legal duties and responsibilities, so that those duties and Town can be performed in an efficient and effective manner. The Town Attorney must be available to all of the officials and staff of the Town to enable them to assist the citizens of the Town of Bay Harbor Islands in having government meet their needs. The Town Attorney and the Town Manager must have a collaborative relationship where both parties can rely upon each other to help the Town Council achieve their goals for the Town. Regular communication, consultation and trust are essential to this relationship.

It is important to remember that the role of the Town Attorney, both in relationship to the Manager and staff, and even more so in relationship to the Mayor and Town Council, is that of advisor and facilitator. While the Manager is a decision-maker, in matters of administration, and the Town Council are decision-makers, in deciding the policies which the Town will follow and the goals it will seek to achieve on behalf of the citizens, the Town Attorney is principally a counselor to the decision-makers, notwithstanding his direct responsibility in the areas of his own authority. It may be said that, while the decision-makers, the elected officials and Manager (within his authority), decide what is to be done, the role of the Town Attorney is to advise them how to do what they want to do, both as to the dictates of the law and as to practical methods of achieving their goals. It is not enough to identify potential problems; the Town Attorney must be a proactive problem solver, identifying not just challenges, but specific methods of overcoming those problems to achieve the results that will allow the Town to move forward.

The Town Attorney must always be mindful that it is the Town Council who have been selected by their neighbors to improve the quality of life of the citizens of the Town. It is the Town Council who have knocked on the doors and attended the citizen's forums and neighborhood meetings to learn what is on the minds of their fellow citizens. It is the Town Council who have been entrusted by their neighbors with the responsibility of making decisions on difficult and complex issues which are vital to the future of the Town of Bay Harbor Islands. As someone who has sat on both sides of the dais, as attorney and as Mayor, the proposed lead counsel, Joseph S. Geller, is keenly aware of this division of authority, and of the responsibility of the Town Attorney to assist the Town Council in keeping their commitments to their fellow citizens, and in achieving their goals to make the Town of Bay Harbor Islands an even greater place to live, work and play.

It is contemplated that Joseph S. Geller would attend all meetings of the Town Council, other meetings requested by the Mayor, Councilmembers and the Town Manager, and otherwise attend at such meetings and events as would normally be attended by a Town Attorney for the good of the Town, whenever possible. In addition, as set forth above, Mr. Geller would be available by mobile phone and email on a 24/7 basis in the event of an emergency, or if the need should arise. Other counsel from Greenspoon Marder would also be available as needed or in the event of a schedule conflict.

We specifically assure the Town that the firm is able to undertake all of those areas of work set forth in the Scope of Work section of the RFP. As set forth in detail in the material following this section, both in the abbreviated (Tab 4) and expanded (Tab 7) attorney biographies, and in the Practice Area Experience (Tab 4) and Greenspoon Marder Information (Tab 6) sections, we demonstrate the experience of the firm in all of the requested areas. We are happy to answer any specific questions which may be requested at any time.

OFFICE LOCATIONS

Main Locations

Boca Raton

2255 Glades Road
Suite 400-E
Boca Raton, FL 33431
Phone:(561) 994-2212

Las Vegas

3993 Howard Hughes Parkway
Suite 400
Las Vegas, NV 89169
Phone:(702) 978-4251

New York

590 Madison Avenue
Suite 1800
New York, NY 10022
Phone:(212) 524-5000

Tallahassee

215 South Monroe Street
Suite 530
Tallahassee, FL 32301
Phone:(888) 491-1120

Denver

1144 15th Street
Suite 2700
Denver, CO 80202
Phone:(303) 741-1111

Los Angeles

1875 Century Park East
Suite 1900
Los Angeles, CA 90067
Phone:(323) 880-4520

Orlando

201 East Pine Street
Suite 500
Orlando, FL 32801
Phone:(407) 425-6559

Tampa

401 East Jackson Street
Suite 3650
Tampa, FL 33602
Phone:(813) 769-7020

Edison

343 Thornall Street
6th Floor
Edison, NJ 08837
Phone:(732) 494-4800

Miami

600 Brickell Avenue
Suite 3600
Miami, FL 33131
Phone:(305) 789-2770

Portland

1211 SW 5th Avenue
Suite 2850
Portland, OR 97204
Phone:(503) 227-2805

West Palm Beach

525 Okeechobee Boulevard
Suite 900
West Palm Beach, FL 33401
Phone:(561) 227-2370

Fort Lauderdale

200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301
Phone:(954) 491-1120

Naples

5133 Castello Drive
Suite 2
Naples, FL 34103
Phone:(239) 659-1100

Scottsdale

8585 East Hartford Drive
Suite 700
Scottsdale, AZ 85255
Phone:(480) 779-1401

Toll Free Number (888) 491-1120

Satellite Locations

Albuquerque, NM

500 Marquette Avenue NW
Suite 1286
Albuquerque, NM 87102
Phone:(888) 491-1120

Merrick Pointe, Miami, FL

3850 Bird Road
Suite 602
Miami, FL 33146
Phone:(305) 789-2784

Nevada City

116 Union Alley
Nevada City, CA 95959
Phone:(530) 470-8509

Washington, D.C.

700 Pennsylvania Avenue SE
Second Floor
Washington, D.C., 20003
Phone:(888) 491-1120

Cypress Creek, Fort Lauderdale, FL

100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309
Phone:(954) 491-1120

Miami Beach

1601 Washington Avenue
Suite 300
Miami Beach, FL 33139
Phone:(305) 602-8245

Phoenix

2398 East Camelback Road
Suite 540
Phoenix, AZ 85016
Phone:(602) 553-1083

Hunt Valley, MD

201 International Circle
Suite 230
Hunt Valley, MD 21030
Phone:(410) 891-5870

Nashville

424 Church Street
Suite 2000
Nashville, TN 37219
Phone:(615) 651-7381

San Diego

401 West A Street
Suite 1150
San Diego, CA 92101
Phone:(619) 544-6400

**TAB 4:
QUALIFICATION
INFORMATION AND
ASSIGNED PERSONNEL**

ABBREVIATED BIOGRAPHIES



Joseph S. Geller
Partner
Fort Lauderdale
Bar #292771
Admitted 3/1980

Joseph S. Geller focuses his practice on civil litigation, administrative law, election law, government relations, municipal law and land use and zoning. He has extensive litigation experience in both the Florida and federal courts. Mr. Geller was elected to the State House of Representatives, District 100, representing parts of Northeast Dade and Southeast Broward, in November, 2014 and was reelected without opposition in November, 2016 and again in November, 2018. He was previously elected as Mayor of North Bay Village in 2004 and was reelected in 2006 serving until 2008. Mr. Geller is also the former long-time Chair of the Miami-Dade County Democratic Party. Additionally, Mr. Geller served as the Village Attorney for the Village of El Portal for many years. He also previously served as City Attorney for the City of Opa-Locka. He is the former Town Attorney for the Town of Miami Lakes and the Town of Golden Beach and former City Attorney for the City of North Bay Village. Mr. Geller is a member of the Attorneys' Title Insurance Fund. Mr. Geller has also served as the Southeast Regional President of the American Jewish Congress.



James E. Rauh
Partner
Miami
Bar #686141
Admitted 10/2003

James E. Rauh is a partner within the Hospitality, Alcohol and Leisure Industry Group at Greenspoon Marder. Mr. Rauh focuses his practice on the laws governing the nightlife, hospitality and alcohol industries, including diverse and multi-discipline areas of legal needs common to those industry clients. He has accumulated over 10 years of experience in those practice areas, including representing hotels, restaurants and nightclubs at all levels of municipal land use and zoning approvals, along with complete business licensing and permitting at the federal, state, and local levels. He is also a former Assistant City Attorney for the City of North Bay Village.

ABBREVIATED BIOGRAPHIES



Morris G. "Skip" Miller
Partner
West Palm Beach
Bar #279145
Admitted 9/1979

Morris G. "Skip" Miller focuses on public finance and representation of non-profit entities. He has extensive experience in municipal finance transactions of all types, including taxable bonds, bond issues for not-for-profit organizations, mini bonds, community redevelopment financing, special taxing districts and single- and multi-family housing revenue bonds. Mr. Miller's clientele in municipal finance transactions include issuers, underwriters, lenders, not-for-profit and for-profit borrowers and trustees.



Glenn N. Smith
Partner
Fort Lauderdale
Bar #165334
Admitted 10/1973

Glenn N. Smith is an experienced trial lawyer concentrating in complex commercial litigation in state and federal courts. Much of Mr. Smith's practice is focused on the representation of clients involved in or related to real estate development. Thus, he has prepared and tried numerous cases on matters such as Contract Disputes, Zoning and Land Use, Business Disputes and Business Torts, Professional Malpractice, Construction Defects and Bid Protests. In these matters, Mr. Smith has represented such clients as builders/developers, design professionals, contractors, subcontractors and lenders. He is also experienced in general commercial matters and administrative law. Prior to joining the firm, Mr. Smith was Assistant Attorney General with the Civil Division, Florida Department of Legal Affairs.

ABBREVIATED BIOGRAPHIES



Francis X. Suarez
Of Counsel
Miami
Bar #815551
Admitted 9/2004

Francis X. Suarez is of counsel in the Corporate and Business practice group at Greenspoon Marder. Mr. Suarez has more than 13 years of experience in real estate and corporate finance, covering the gamut of clients' real estate needs, from acquisitions and financing to sales and joint ventures. He also has served as outside general counsel to a variety of companies. Mr. Suarez serves as mayor of the City of Miami. He previously served as Commissioner for the City of Miami, District 4, working to raise the standards of the city in which he was born and raised. His civic accomplishments on behalf of the city are extensive. He is vice-chair of the Miami-Dade Transportation Planning Organization and immediate past president of the Miami-Dade County League of Cities, to name a few. He is dedicated to elevating the quality of life of the residents he serves by focusing on transportation and connectivity issues within the city and beyond, nurturing the growth of a tech-based economy in the area and, by extension, job creation and international opportunities with Latin America. Mr. Suarez was recognized as the 2017 Elected Official of the Year by the Latin Builder's Association.



Mark Lynn
Partner
Fort Lauderdale
Bar #85741
Admitted 9/1996

Mark Lynn has developed a comprehensive practice in real estate transactional law, with an emphasis on representation of developers in the acquisition, financing and development of commercial properties. Mr. Lynn has developed several sub-specialties within this commercial real estate practice including the acquisition and sale of apartment complexes, office buildings, industrial developments and medical centers, lender representation, negotiation of construction contracts with contractors and architects, and the representation of landlords and tenants in office building, shopping center and warehouse leasing. Mr. Lynn also represents developers in obtaining zoning and land use approvals for large planned unit developments and commercial projects. As a complement to Mr. Lynn's transactional practice, he also has a substantial background in the representation of both lenders and owners in real estate litigation and resolution of title defects, bank foreclosures and loan workouts. A native Floridian, Mr. Lynn has sought to help communities seek a balance between development and preservation of the environment, and has written several articles on this issue. He is an active member of 1000 Friends of Florida.

ABBREVIATED BIOGRAPHIES



Olga Vieira
Partner
Miami
Bar #29783
Admitted 09/2006

Olga Vieira is a partner in the Litigation practice group at Greenspoon Marder. Ms. Vieira has extensive experience in extended trials, including serving as first chair and working with other trial counsel on legal issues to avoid errors or preserve the record for appeal. Ms. Vieira's practice focuses on product liability, catastrophic injury, and commercial litigation. Ms. Vieira strives to resolve disputes in efficient, common-sense ways that achieve her clients' legal and business goals. Her deep Miami roots and community leadership roles benefit her clients as they navigate the litigation process or local business environment.



**Elizabeth Somerstein
Adler**
Senior Counsel
Fort Lauderdale
Bar #72853
Admitted 10/2009

Elizabeth Somerstein Adler is senior counsel in the Litigation practice group at Greenspoon Marder LLP. She concentrates her practice on civil litigation, including, but not limited to, commercial, construction, zoning, environmental, and land use. Ms. Adler is certified by the U.S. Green Building Council as a LEED Green Associate for her knowledge and understanding of environmentally sustainable land development practices.

ABBREVIATED BIOGRAPHIES



Jason Silver
Associate
Fort Lauderdale
Bar #92547
Admitted 9/2011

Jason D. Silver is an associate in the Financial Services practice group at Greenspoon Marder. Mr. Silver has practiced municipal and government law. He has presided as the Deputy Municipal Attorney at monthly municipal meetings at the Village of El Portal, Florida. He has assisted with the representation in election related disputes, municipal Zoning Board related disputes, a municipality's effort to implement a Form-Cased Code, and interned at the Office of the City Attorney at the City of Miami, Florida while in law school. He is a member of the Florida Municipal Attorneys Association (FMAA) and is a Florida Supreme Court Qualified Arbitrator.

Greenspoon Marder_{LLP}

PRACTICE AREA
EXPERIENCE

ADMINISTRATIVE



Administrative law governs the powers, procedures and acts of administrative agencies of government, which must act within Constitutional parameters. This area of law requires particular insight and experience, which is why Greenspoon Marder LLP has assembled a team of seasoned attorneys, including municipal, county and state legislators in order to form Greenspoon Marder's Administrative Law Practice Group.

Our team is experienced in a broad range of administrative matters at the local, state, and federal levels, including: the defense of challenged professionals in licensing and disciplinary matters; ethics and election matter disputes; special taxing districts; condominium and homeowner association issues; land use, zoning and environmental challenges; real property appraisals and disputes; agricultural classifications or exemptions; and contested administrative hearings.

Greenspoon Marder handles a vast array of matters in the area of administrative law, including but not limited to:

- Administrative Adjudications
- Administrative Agency Practice
- Administrative Hearings & Appeals
- Administrative Litigation
- Federal Administrative Law
- Judicial Review
- Professional Licensing and Defense
- Professional Licensing Regulation

For businesses considered to be highly regulated by state and federal laws, Greenspoon Marder's Administrative Law Practice Group and attorneys regularly represent clients before municipal, county, state and federal governing bodies, including the Internal Revenue Service (IRS), Federal Trade Commission (FTC), Department of Justice (DOJ), state attorneys' general, Department of Transportation (DOT), and the Occupational Safety and Health Administration (OSHA), among others

GOVERNMENT & GOVERNMENT RELATIONS



Greenspoon Marder LLP's Government & Government Relations Practice Group is comprised of a team led by a veteran of Florida's legislature, as well as former leaders of municipalities, counties, and state regulatory and enforcement agencies. We provide our clients with effective and efficient representation before myriad governmental agencies and administrative and regulatory bodies.

Greenspoon Marder has an active Public Finance Practice Group involving governmental and quasi-governmental bond issues on both the state and local levels. Our attorneys also serve as bond counsel, special counsel and counsel to issuers, underwriters, banks and developers in a broad range of tax-exempt and taxable financings.

Greenspoon Marder's governmental attorneys represent clients in territorial disputes before the Florida Public Service Commission; revocation of licensure proceedings before the Florida Department of Professional Regulation; Certificate of Need ("CON") proceedings before the Florida Department of Health and Rehabilitative Services; and a variety of matters before Florida's governor and cabinet.

On the local level, our attorneys represent community development districts, school districts, community redevelopment agencies and public arts and entertainment boards. Our attorneys have represented local governments of all types, including expressway authorities, sports authorities, port authorities, cities and counties. Our team also represents private sector clients before local governmental agencies, cities and counties.

Greenspoon Marder's Government & Government Relations Practice Group and attorneys offer comprehensive representation in an array of governmental relations matters, including:

- Administrative Law
- Development Agreements
- Elections
- Land Use & Zoning
- Legislative Consulting
- Licensing Agreements
- Lobbying
- Local & Municipal Representation
- Procurement & Government Contracts
- Proposal & Contract Counseling
- Public Finance
- State & Federal Representation
- Utilities & Energy

LABOR & EMPLOYMENT



Greenspoon Marder LLP's Labor and Employment Law Practice Group is focused on keeping our clients out of the courtroom. Our team proactively counsels our clients to help them understand, prepare for, and appropriately respond to the thousands of federal and state statutes, administrative regulations, and judicial decisions that govern the employer-employee relationship. Often a complicated area of law, Greenspoon Marder attorneys have the experience, in-depth knowledge and resources necessary to keep up with the ever-changing landscape of labor and employment issues.

Our labor and employment attorneys work with clients on pro-active compliance, liability mitigation, crisis management, and dispute resolution. We counsel our clients on the implementation of employment policies and practices that help protect against potential claims and/or violations; and, when necessary, we draw upon the extensive experience of our Litigation Practice Group to ensure the best possible outcome for our clients.

Greenspoon Marder's Labor and Employment Law Practice Group defends employers in all matters arising in state and federal courts and before local, state and federal agencies, such as: the Equal Employment Opportunity Commission (EEOC); the U.S. Department of Labor (DOL); the Florida Department of Labor and Employment Security; Occupational Safety and Health Administration (OSHA); the Florida Commission on Human Relations (FCHR); and other fair employment practice agencies.

Our team represents both public and private corporations, public bodies and partnerships in diverse fields such as retail sales, hospitality, banking, service providers, construction, the marine industry and more. Our attorneys are also approved panel counsel for several employment practices liability insurance carriers, and we work with our clients to maximize the benefits they receive from their insurance policies.

LABOR & EMPLOYMENT

Greenspoon Marder handles a wide-range of labor and employment law matters, including but not limited to:

- Age Discrimination in Employment Act
- Americans with Disabilities Act (ADA)
- Arbitration
- Background Investigations
- Civil Rights Litigation
- Class Action
- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Compensation
- Compliance with State and Federal Regulations
- Conflicts of Interest
- Discrimination and Harassment
- Disabilities
- Diversity in the Workplace
- Drugs and Alcohol in the Workplace
- Electronic Information and Data
- Employee Discipline and Discharge Issues
- Employee Leasing
- Employee Privacy Rights
- Employment Agreements/Contracts
- Employment Manuals, Policies and Procedures, and Codes of Conduct
- ERISA
- Equal Employment Opportunity
- Executive Compensation
- Fair Labor Standards Act
- Family and Medical Leave Act (FMLA)
- Florida Civil Rights Act of 1992
- Government Contractors
- Independent Contractor Issues
- Labor-Management Relations
- Legal Audits to Evaluate Workplace Compliance
- Lesbian, Gay, Bisexual and Transgender issues that arise in the workplace
- Litigation
- Litigation Avoidance
- Live Training Programs
- Management Training Seminars
- Mediation
- National Labor Relations Board
- Negotiations
- Non-Compete Agreements
- Occupational Safety and Health Law
- Personnel Policies
- Plant Closings and Reductions in Force
- Retaliation Claims
- Severance Agreements
- Temporary Employees and Employee Leasing
- Title VII of the Civil Rights Act of 1964
- Trade Secrets
- Training for Employees and Management
- Unemployment Compensation
- Unfair Competition and Non-Compete
- WARN Compliance
- Whistleblower Claims
- Workers' Compensation
- Workplace Violence Control Plans
- Wrongful Discharge

LAND USE & ZONING



For more than 39 years, Greenspoon Marder LLP's Land Use & Zoning Practice Group has represented real estate developers, property and land owners, lenders, national corporations, insurance companies and pension funds in all aspects of the regulatory process. Our team routinely represent clients before state and federal agencies, including the Florida Land and Water Adjudicatory Commission, Florida Regional Planning Council, Federal Emergency Management Agency (FEMA) and more. Our attorneys – several of whom are either veterans of the Florida legislature or general counsel for regional and state regulatory agencies – have helped shape the industry by working alongside government officials and assisting in the drafting of legislation and ordinances.

Our attorneys were actively involved in the adoption of both of Broward County's Comprehensive Land Use Plans, Miami-Dade County's Comprehensive Land Use Plan and the land use plans of many of the cities in the South Florida area. We have also successfully processed many amendments to these land use plans concurrently, with other approvals required for development, such as DRI development orders, zoning changes, platting, site planning and environmental permits.

Greenspoon Marder's land use & zoning attorneys have experience in green building and LEED certification and can assist clients with sustainable building needs, such as the negotiation of government incentives.

Greenspoon Marder's Land Use & Zoning Law Practice Group handles a wide range of matters at the local, state and federal levels, including but not limited to:

- Agricultural Classifications/Exemptions
- Building Code Compliance Issues
- Code Enforcement
- Community Redevelopment Agencies
- Comprehensive Amendments
- Concurrency Requirements
- Developments of Regional Impacts
- Due Diligence Reviews
- Environmental Issues
- Growth Management
- Historic Preservation Requirements
- Land Use Litigation
- Land Use Planning
- Planned Unit Development (PUD)
- Procurement Documents
- Site Plan Applications
- Tax Incentive Programs
- Variances
- Vested Rights Issues
- Zoning Approvals & Permits
- Zoning & Land Use Changes

LAND USE & ZONING

REPRESENTATIVE EXPERIENCE

- Representation in connection with development of a 385 unit single-family development; managing all governmental approvals for the project, including land use plan amendment, platting, and site plan; including representation at all meetings and hearings. Development was approved but challenged in litigation.
- Representation in connection with redevelopment of a former golf course to a single-family and townhome development; managed governmental approval process for the land use plan amendment, rezoning, plat-related matters, and site plan; including representation at all meetings and hearings.
- Representation in connection with multiple residential, industrial, retail, and mixed use projects in Miramar, including for the largest business park in Broward County.
- Representation in connection with new mixed-use development including hotels, office buildings, and residences; managed governmental approval process for site plan and plat-related matters.
- Representation in connection with the renovation and development of a commercial shopping center; managing governmental approval process for a variance, site plan, and re-platting application; including representation at all meetings and hearings.
- Representation in connection with a residential, high-rise, mixed-used development consisting of 204 residential units on a 4.65 acre property; managing governmental approval process for site plan; including representation at all meetings and hearings.
- Representation in connection with the commercial development of Costco Wholesale; managed governmental approval process for site plan, conditional uses, special exceptions, sign variance, traffic concurrency agreement, and landscape maintenance agreement; including representation at all meetings and hearings.
- Representation in connection with the city center, an 80-acre mixed-use village including industrial, residential, and office/hotel space.

LITIGATION



For more than 39 years, Greenspoon Marder LLP has provided skilled representation for a wide range of businesses and industries, including many financial institutions. The firm's Litigation Practice Group and trial attorneys have a proven track record in resolving all types of business disputes, representing clients as plaintiffs and defendants in civil, commercial, and complex commercial litigation matters, both in state and federal courts and at the trial and appellate levels.

Greenspoon Marder's Litigation Practice Group focuses on keeping clients out of the courtroom. We pro-actively counsel business clients on ways to resolve disputes without the necessity of litigation and how to avoid future business disputes. However, when trial proves necessary, our team of attorneys are aggressive, experienced, and skilled in the courtroom, whether facing judge or jury. At Greenspoon Marder we stand by our clients from start to finish, guiding them through all facets of the case. When necessary, this includes appeals as well.

Our experienced litigation team has argued cases before judges and juries in state and federal courts throughout the United States, in matters that are local, national and international in scope involving a broad spectrum of legal issues, including:

- Admiralty and Maritime
- Antitrust and Trade Regulation
- Appellate
- Bankruptcy
- Bad Faith Filings
- Business Disputes
- Civil Rights
- Contract Disputes
- Construction Disputes
- Consumer Finance
- Consumer Fraud and Deceptive Trade Practices
- Corporate and Partnership Dissolutions
- Contested Collections & Creditors' Rights
- Cyber Squatting
- Employment & Labor Law
- Enforcement & Collection of Judgments
- Environmental
- Family & Matrimonial
- Federal & State Regulatory Enforcement
- Fire and Explosion
- Foreclosure Services (Lenders)
- Government investigations
- Injunctions
- Intellectual Property & Trade Secrets
- Insurance
- Land Use
- Legal Malpractice Defense
- Mass disaster
- Negligence
- Non-Compete Agreements
- Partnership and Shareholder Disputes
- Personal Injury & Product Liability
- Probate
- Real Estate, Resort & Timeshare Litigation
- Regulatory Compliance & Defense
- Tax

PUBLIC FINANCE



Greenspoon Marder LLP's Public Finance Practice Group and attorneys have participated in more than 150 bond issues aggregating in excess of \$5 billion. Our attorneys also serve as bond, underwriter, disclosure, borrower, and issuer and/or lender counsel.

The team within Greenspoon Marder's Public Finance Practice Group has significant experience in almost every type and purpose of bond financing, including but not limited to:

- Biotechnology
- Community Redevelopment
- Disaster Recovery
- Education
- Environment
- Financing for -Profit s Non
- General Purpose Financing
- Health Care
- Housing
- Infrastructure Improvements
- Parking
- Re-funding, Current and Advance
- Special Districts
- Short-Term Working Capital Financings
- Transportation
- Utilities

PUBLIC FINANCE

Our team handles financings secured by diverse repayment sources, such as:

- Ad Valorem Taxes
- Covenants to Budget
- Franchise Fees
- Letters of Credit
- Municipal Bond Insurance
- Sales Taxes
- Special Assessments
- User Fees, Various Types
- Utility Taxes

Greenspoon Marder's attorneys work with a wide range of clients, including many who are infrequent issuers of bonds or issue only a small volume of bonds each year and, therefore, may be entitled to favorable treatment under federal tax law.

In addition, our firm offers experience in a wide variety of local and state government law matters, which often pertain to the public finance industry. Our attorneys focus on developing innovative financing techniques based on statutory mechanisms, including the use of special districts, special assessments, impact fees and lease-purchase arrangements.

The Public Finance Practice Group at Greenspoon Marder routinely attends legal education seminars conducted by the National Association of Bond Lawyers and other organizations; and, we are often called upon to serve as panelists and speakers on relevant public finance topics at seminars and conferences.

In addition to our experience in public finance, the seasoned attorneys in our Government and Government Relations Practice Group provide the particular knowledge and experience that is often needed to address issues which may arise in the issuance of tax-exempt bonds. These attorneys have represented many Florida cities, counties, school districts, special districts, authorities and state agencies in connection with a wide array of legal issues arising within their disciplines.

REAL ESTATE



Greenspoon Marder LLP was founded with a focus in real estate law. Over the last 38 years, our firm has assembled a talented team of residential and commercial law attorneys with centuries of experience between them. It is that investment in accomplished professionals with varied, yet complementary credentials that enables us to offer our clients a industry focused experience and broad base of knowledge.

Greenspoon Marder's Real Estate Practice Group handles a wide range of matters, from the straight-forward residential transaction to the largest, most complex commercial development, and everything in between. We also represent community associations and private country clubs, and are nationally known for our work in the resort and timeshare development industries. With a focus on client service, Greenspoon Marder created a real estate services division, which researches, identifies, and analyzes developing opportunities for investors interested in the distressed commercial and multi-family markets.

Regardless of size and scope, our attorneys have the experience and resources necessary to effectively represent buyers and sellers, lenders and borrowers, developers and builders, investors, and landlords and tenants in a variety of matters. Those include but are not limited to:

- Agricultural Classifications/Exemptions
- Community Associations
- Condominium Conversions
- Construction Matters
- Distressed Property Investment Services
- Environmental Issues
- Evictions
- Finance & Transactions
- Foreclosure Services, Commercial
- Foreclosure Services, Residential
- Foreclosure Services, Timeshares
- Land & Property Development
- Land Use, Zoning & Planning
- Landlord/Tenant Issues
- Leasing
- Lending
- Litigation
- Loan Workouts
- Mobile Home Parks
- Purchase & Sale
- Real Property Appraisal/Disputes
- Resort & Timeshare Development
- Tax Appeals
- Tax-Deferred Exchanges
- Title Examination/Insurance
- Title Claims

As an extended service to lending and mortgage-servicer clients, Greenspoon Marder provides a complete line of foreclosure services, including bankruptcy, eviction, foreclosure, loss mitigation, and REO/title work.

**TAB 5:
FIRM REFERENCES AND
SIMILAR WORK COMPLETED**

REFERENCES

Christia Alou, Village Manager

Village of El Portal
500 NE 87th Street
El Portal, FL 33138
T: (305) 795-7880

Email: villagemanager@villageofelportal.org

Represented the Village of El Portal from in connection to providing legal, labor and land use services. (Years of Service: 1995-1997, 2000- March 2018)

Cemil "Jamie" Akbas

OZ & BF, LLC
5414 Sunrise Blvd
Delray Beach, FL 33484
T: (786) 985-5952

Email: cemil72@hotmail.com

Represented OZ & BF, LLC in connection to assistance with municipal rezoning and site plan approval with the City of Miami. (Completed 2018)

John Brakey

AUDIT Elections USA
P.O. Box 26361
Tucson, AZ 85726
T: (520) 339-2696

Our legal team, of which I was a member with co-counsel, represented Audit USA, an entity dedicated to insuring fair and transparent elections in the United States, and a group of Plaintiffs, including three (3) sitting state legislators, in a suit against the Secretary of State and eight (8) county Elections Supervisors, of Florida's eight largest counties, demanding that digital ballot images, created when ballots are scanned by the new digital voting machines used in Florida, be retained for inspection as public records.

We recently reached a successful partial settlement, whereby all eight Supervisors agreed to retain the digital ballot images for use in any Presidential Election recount in Florida, available as public records, with the remaining issues in the lawsuit abated until after the November general election. Thirty two other Florida Supervisors already retain the images voluntarily. (Years of Service: 2020)

Additional References

Roberto Martell, Mayor

Town of Medley
7777 NW 72nd Ave
Medley, FL 33166
T: (305) 887-9541
Email: Rmartell@townofmedley.com

Alex Rey, Former Town Manager

Town of Miami Lakes
T: (305) 281-8346
Email: Arey@stpetebeach.org

Joanna Flores, City Clerk

City of Opa Locka
780 Fisherman St.
Opa Locka, FL 33054
T: (305) 953-2800 / C: (786) 877-4038
Email: jflores@opalockafl.gov

Greenspoon Marder_{LLP}

**TAB 6:
GREENSPOON MARDER
INFORMATION**

FIRM OVERVIEW



Our mission is to build collaborative relationships with our clients and to craft creative solutions to their challenges.

WHO WE ARE

Greenspoon Marder is a national full-service business law firm with over 200 attorneys and offices across the United States. We are ranked among American Lawyer's Am Law 200, as one of the top law firms in the U.S. since 2015. Our firm was founded with the goal of providing the highest quality legal services at the highest value for our clients. Each of our clients is unique and so are their legal needs. We believe no one size fits all for professional services. Our lawyers offer flexible and creative solutions to meet our clients' respective needs.

WHAT WE DO

Greenspoon Marder's team of attorneys and business advisors has the experience to understand our clients' challenges and to address those challenges with individualized strategies. We provide comprehensive and tailored client services, which our clients expect and deserve. We serve Fortune 500, middle-market public and private companies, start-ups, emerging businesses, individuals and entrepreneurs around the world.

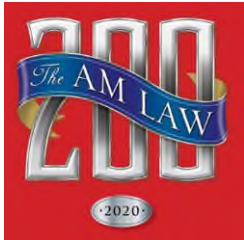
PRACTICE AREAS



Full-service capabilities allow us to provide seamless representation covering an array of legal needs. Our practice areas include:

- Appellate
- Banking & Finance
- Bankruptcy and Reorganization
- Blockchain
- Cannabis Law
- Class Action Defense
- Collections & Creditor Rights
- Community Association
- Construction
- Corporate & Business
- Entertainment, Media & Technology Industry Group
- FDA
- Financial Services
- Government Relations
- Health Law
- Hospitality , Alcohol & Leisure Industry Group
- Immigration & Naturalization
- Insurance Claims, First-Party Property
- Intellectual Property
- International
- International Trade
- International Wealth & Asset Planning
- Labor & Employment
- Land Use & Zoning
- Litigation
- Lobbying
- Marital & Family Law
- Mediation
- Private Client Services
- Public Finance
- Real Estate
- Regulatory Compliance & Defense
- Surrogacy
- Tax
- Timeshare & Resort
- White Collar & Criminal Defense
- Wills, Trusts & Estates

FIRM ACCOLADES



American Lawyer
"Am Law 200"
2015 - 2020



National Law Journal
"NLJ 500"
2014 - 2020



Law360
"Law360 400"
2014 - 2020



U.S. News & World Report
"Best Law Firm"
2013 - 2020
Tier 1 in Real Estate Law, Real Estate
Litigation and Land Use & Zoning

NATIONAL AND STATE LEVEL



Benchmark Litigation
"Highly Recommended Firm"
in Florida
2018 - 2020



Chambers and Partners USA
Nationwide: Cannabis, Florida: General
Litigation and Florida: Real Estate
2020



Chambers Women in Law: USA
"Outstanding Firm in Advancing Gender
Diversity and Inclusion"
2017, 2019



The American Lawyer
"Diversity Scorecard"
2020



Benchmark Litigation
"Florida Firm of the Year"
Shortlisted 2020



Great Place To Work Certified
2020



Law360
"Best Law Firm For Minority Lawyers"
2019



Daily Business Review
"Most Inclusive and Diverse"
2019

COMMITMENT TO DIVERSITY



Greenspoon Marder is committed to diversity because it complements our core strengths and enhances our ability to serve our clients. Our differences unite us and allow us to become more resilient and adaptable, so that we best understand the varying needs of our clients and business partners. Our firm has a robust policy of equal employment opportunity, including initiatives for diversity enhancement and aggressive anti-harassment policies. Greenspoon Marder sustains a family-focused and interconnected working environment that aims to facilitate positive work/life balance. Our attorneys and staff regularly support and engage in community outreach efforts. Our firm also promotes diversity through partnerships with clients and other community, business and legal organizations.

Our firm is taking big strides in the business of law including diversity. Our firm's make-up is regularly changing and adding dynamics and strengths that help us better service and connect with our clients. We are comprised of almost 70% female employees, 37% of our employees identify as racial or ethnic minorities including: Hispanics, Asians, African-Americans, Pacific Islanders and LGBTQ.

The firm's is committed to the continued development of programs and policies that maintain and support a diverse workforce including specific Women's Initiatives and LGBTQ Initiatives. Also, as part of our firm's diversity initiative, Greenspoon Marder consistently reviews and adjusts its methods of outreach to ensure it attracts a diverse pool of legal and professional talent, which includes its outreach to law schools and prominence in a wide variety of publications that attract and appeal to a diverse audience.

COMMITMENT TO BUSINESS AND COMMUNITY



Greenspoon Marder believes that our attorneys and staff are our most valuable assets and that our achievements begin with their successes. Our firm and attorneys not only take pride in a solid reputation locally and nationally, but we are proud of the extensive philanthropic work we are committed to in our communities. Since our inception in 1981, Greenspoon Marder has called Florida home, and we now also reside in Arizona, California, Colorado, Maryland, Nevada, New Jersey, New Mexico, New York, Oregon, Tennessee and Washington D.C. We owe the honor to our clients, colleagues, friends and families. Without their unwavering trust, confidence and support, we would not be where we are today. As our firm's footprint continues to grow throughout the United States, we remain passionate about giving back to the charities, communities and business organizations within which our clients, attorneys, and staff are committed.

Greenspoon Marder is committed to the communities in which we live and work. Our Greenspoon Marder family is proud to have donated almost \$1 million in 2018 to charities and organizations throughout the United States.

**TAB 7:
ATTORNEY BIOGRAPHIES**



Joseph S. Geller

Partner

Phone: (305) 940-8440

Fax: (954) 331-2037

joseph.geller@gmlaw.com

200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Joseph S. Geller focuses his practice on civil litigation, administrative law, election law, government relations, municipal law and land use and zoning. He has extensive litigation experience in both the Florida and federal courts. Mr. Geller was elected to the State House of Representatives, District 100, representing parts of Northeast Dade and Southeast Broward, in November, 2014 and was reelected without opposition in November, 2016 and again in November, 2018. He was previously elected as Mayor of North Bay Village in 2004 and was reelected in 2006 serving until 2008. Mr. Geller is also the former long-time Chair of the Miami-Dade County Democratic Party. Additionally, Mr. Geller served as the Village Attorney for the Village of El Portal for many years. He also previously served as City Attorney for the City of Opa-Locka. He is the former Town Attorney for the Town of Miami Lakes and the Town of Golden Beach and former City Attorney for the City of North Bay Village. Mr. Geller is a member of the Attorneys' Title Insurance Fund. Mr. Geller has also served as the Southeast Regional President of the American Jewish Congress.

Mr. Geller has more than 35 years experience, including state and federal court litigation, at both the trial and appellate level. In addition to Complex Civil Litigation matters, Mr. Geller's practice focuses on government relations, land use and zoning, election law, government relations, municipal law and administrative law. Mr. Geller is especially well known for a series of landmark Election Law cases, beginning with the City of Miami Mayoral Election Vote Fraud case in 1997, and including Recount Litigation, including the Gore Presidential Campaign in 2000, the "Ted's Shed" School Board residency case in 2000, successful representation of judicial candidates in the 2006 Election cycle, and successful representation in the 2010 cycle of candidates facing Resign to Run and Entitlement to Run-off issues. Most recently, he successfully defended a candidate's eligibility to run in the 2018 cycle. Mr. Geller has over twenty (20) years of experience in serving as a Municipal Attorney, and has served five (5) municipalities as their principal attorney, as well as serving as special counsel for a number of other municipalities. He has extensive litigation experience in a variety of complex civil litigation fields, including Construction Law, Intellectual Property, Fraud and Misrepresentation, Real Property Law, Family Law and Probate Litigation, along with others too numerous to mention.

Prior to joining Greenspoon Marder, Mr. Geller was partners with his brother, Senator Steven A. Geller, for many years in Geller & Geller, P.A., a long-time South Florida Civil Law Firm.

Court Admissions

- Supreme Court, State of Florida
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. Court of Appeals, Eleventh Circuit

Bar Admissions

- Florida, 1980

Education

- J.D., Florida State University Law School, 1979
- B.A., History, Florida State University, 1975

Practice Areas

- Government Relations
- Litigation
- Lobbying
- Land Use & Zoning
- Hospitality, Alcohol & Leisure Industry Group

Professional and Community Involvement

- Miami-Dade Delegation for the 2020 Legislative Session, Chair, 2019-2020
- Florida House of Representatives, District 100, November 2014
 - Reelected, November 2016
- Village of El Portal, Village Attorney, 1995-1997, 2000- March 2018
- Town of Miami Lakes, Town Attorney, 2011-2013
- City of North Bay Village, City Attorney, 2009-2010
 - Interim City Attorney, 2003
- Town of Golden Beach, Town Attorney, 1999-2000
- City of Opa-Locka, City Attorney, December 2009-March 2015
 - Acting City Attorney, January-July 2008
 - Assistant City Attorney, 2005-2008
- Democracy Movement, Pro-Bono Counsel, 1996-Present
- Mayor of North Bay Village, Elected, November 2004
 - Reelected, November 2006
- American Jewish Congress, Southeast Region, President, 2004 -
 - First Vice President, 2000-2004
 - Board of Directors, Member, National Executive Committee, Governing Council, and Two-Time Resolution Committee Chair
- Dade County Democratic Party, Chair, 1989-2000
- Democratic National Committee, Member, 1996-2000
 - DNC Site Selection Committee, 1993-1996
- Art & Culture Center of Hollywood
 - Advisory Board of Trustees, 2013-2014
 - Honorary Board, 2014-Present
- Silver Knight Alumni Network

- Vice-Chair, 2012-2014
- Honorary Board, 2014-Present
- Holocaust Documentation and Education Center
 - Vice-Chair and General Counsel, 2013-2014
 - Honorary Board, 2014-Present
- Women's Emergency Network
 - Board of Directors, 1994-2007
 - Advisory Board, 2007-Present
- Dade County Fair Campaign Practices Committee, Member, 1989-2000
- Kids Voting of Miami-Dade County, Advisory Board, 1996-2000
- Builders Association of South Florida, Board of Directors, 1993-1995
- Temple Beth El of North Bay Village, Board of Directors, 1987-1991
- B'nai B'rith, Zahav Unit, Vice President, 1986-1990
- Young Democrats of Florida, President, 1978-1979
- Young Democrats, National Committeeman, 1981-1989

Speaking Engagements

- Speaker, Greater Hollywood Chamber of Commerce's 2019 Legislative Luncheon, June 20, 2019
- Speaker, "Keynote Panel," Broward County Bar Association Law Day, May 4, 2018
- Speaker, "Updates from Tallahassee & Washington, DC," North Miami Quarterly Business Luncheon, May 3, 2018
- Speaker, "Assisted Living Facilities and Nursing Home Regulations and Legislation," St. Thomas University 6th Annual Elder Law Symposium, April 17, 2018
- Speaker, "State of the State," Broward County Bar Association's (BCBA) Legislative Affairs Update & Reception, November 29, 2017
- Speaker, "Medical Marijuana in Florida: Understanding the Impact of Senate Bill 8-A on Local Businesses," City of North Miami's Business Luncheon, November 1, 2017
- Panelist, "Home Rule: What is its future in Florida?," Miami-Dade Ethics Commission, June 2, 2017
- Panelist, "The Medical Marijuana Debate and Medical Panel," Florida's Future, October 21, 2016

Recognitions

- *U.S. News & World Report*, "Best Lawyers in America," Administrative/Regulatory Law, 2021
- Holocaust Documentation & Education Center, "Honoree," 2018
- Florida Association of Counties, "County Champion Award," 2017
- Florida League of Cities, "Legislative Appreciation Award," 2017

In the News

- Quoted, "Warren Follows Biden's Flashy Florida Entrance With A Quiet Buildup," Politico.com, December 5, 2019
- Quoted, "Mixed-use Causeway Village project moves forward in North Miami," *The Real Deal*, September 22 2018
- Featured, "Public-Record Exemptions in Parkland Bill Lower Sunshine Scores For Most Lawmakers," *Miami Herald*, April 10, 2018
- Quoted, "A Condo Project May Be Headed For Single-Family Neighborhood in North Miami," *The Real Deal*, March 16, 2018

- Quoted, "Florida House: Require 2/3 Vote for Future Tax Hikes," *U.S. News & World Report*, January 25, 2018
- Quoted, "Some Lawmakers Hope To Change Way Floridians Vote In Presidential Elections," *WFSU News and Florida Politics*, January 17, 2018
- Quoted, "Warning Labels For Prescription Opioids Proposed Under Bill," *Florida Politics*, November 29, 2017
- Quoted, "Bill Would Add 'Gender Identity' To Hate Crimes," *Florida Politics*, October 3, 2017
- Highlighted, "Celebrity Waiter," Art and Culture Center 20th Annual Cuisine for Art, June 19, 2017
- Quoted, "South Florida Lawmakers Secure \$100 Million For Local Projects," *Sun Sentinel*, May 31, 2017
- Mentioned, "Cubans' Lighthouse Landing Merits US Entry, 11th Circ. Told," *Law360*, March 24, 2017
- Quoted, "Foreclosure Attorney's Suit to Boot Dem. Party Leader Can Proceed," *Daily Business Review*, February 3, 2017
- Video, "Florida's Future: The Medical Marijuana Debate and Medical Panel," *Sun Sentinel*, October 21, 2016
- Quoted, "Campaign-Finance Changes Blocked from November Ballot but Legal Fight Continues," *Miami Herald*, September 7, 2016
- Quoted, "Judge Refuses to Halt Miami-Dade Judicial Primary Race," *Daily Business Review*, August 25, 2016
- Quoted, "On 2nd try, Miami-Dade Commissioners Approve Petition Count," *Miami Herald*, August 22, 2016
- Quoted, "Suit coming to force campaign-cash rules on Miami-Dade ballot," *Miami Herald*, August 15, 2016
- Quoted, "Former State Senator, Davie Resident Face Off for Broward Commission," *Sun Sentinel*, August 11, 2016
- Quoted, "Sitting Miami Judge Files Suit to Keep Election Challenger Off Ballot," *Daily Business Review*, August 12, 2016

News

- Greenspoon Marder Partner Joseph Geller Elected As Chair Of The Miami-Dade Delegation
- Greenspoon Marder Partner Joseph Geller Panelist At The Greater Hollywood Chamber Of Commerce's 2019 Legislative Update Luncheon
- Greenspoon Marder Partner Joseph Geller Invited To Governor's Trade Mission To Israel
- Greenspoon Marder Partner Joseph Geller Chosen As Recipient Of The Florida League Of Cities' Legislative Appreciation Award
- Greenspoon Marder Supports the 21st Annual Cuisine for Art Fundraiser Presented by the Seminole Hard Rock Hotel and Casino
- Greenspoon Marder Shareholder Joseph S. Geller Panelist at Broward Bar Association's Legislative Affairs Update
- Greenspoon Marder Shareholder Joseph S. Geller To Deliver Keynote Address at the City of North Miami's Business Luncheon
- Greenspoon Marder Shareholder Joe Geller Receives A 2017 County Champion Award From Florida Association of Counties
- Greenspoon Marder Shareholder Joseph Geller Chosen as Recipient of the Florida League of Cities Legislative Appreciation Award
- Greenspoon Marder Shareholder Joseph Geller Speaker at the Miami-Dade Ethics Commissions Municipal Luncheon
- Greenspoon Marder Supports Art And Culture Center/Hollywood's 20th Annual Cuisine For Art
- The Holocaust Documentation & Education Center Acquires World War II Sherman Tank
- Joseph Geller of Greenspoon Marder Recognized as a 2016 Champion of Florida's Middle Class



James E. Rauh

Partner

Phone: (305) 789-2732
james.rauh@gmlaw.com
600 Brickell Avenue, Suite 3600, Miami, FL, 33131

James E. Rauh is a partner within the Hospitality, Alcohol and Leisure Industry Group at Greenspoon Marder. Mr. Rauh focuses his practice on the laws governing the nightlife, hospitality and alcohol industries, including diverse and multi-discipline areas of legal needs common to those industry clients. He has accumulated over 10 years of experience in those practice areas, including representing hotels, restaurants and nightclubs at all levels of municipal land use and zoning approvals, along with complete business licensing and permitting at the federal, state, and local levels.

Mr. Rauh's experience includes working with nightlife, hospitality and alcoholic beverage industry clients in a wide variety of issues, including business transactions for the purchase and sale of hotels, restaurants and nightclubs, as well as the acquisition of alcoholic beverage licenses for those operations. His experience also includes all aspects of alcohol licensing and structuring of alcohol service operations, defending regulatory enforcement actions, administrative litigation, state and local government lobbying efforts relating to nightlife, hospitality and alcoholic beverage regulations, and commercial leasing for alcohol industry tenants, as well as assisting clients with business permitting and transfers of business licenses as a result of new business ventures, expansion, and national mergers and acquisitions between nightlife, hospitality and alcohol industry clients, including contractual issues, obtaining business tax receipts, building permitting, certificates of use and occupancy, and other related operational permits.

Mr. Rauh's clients include real estate developers, hotels, restaurants and nightclubs, as well as management companies for those operations, situated in Miami Beach and other jurisdictions.

Mr. Rauh served on active duty in the United States Marine Corps and served as an Officer with the Second Marine Division and subsequently served in the Select Marine Corps Reserve as a Platoon Commander within TOW Company, 8th Tank Battalion, in Hialeah, Florida.

Bar Admissions

- Florida

Education

- J.D., St. Thomas University School of Law, *magna cum laude*, 2003
- B.A., Finance, Fordham University, 1996

Practice Areas

- Hospitality, Alcohol & Leisure Industry Group

Speaking Engagements

- Speaker, CEO Connect Featuring Albert Santalo, Founder of CareCloud, *South Florida Business & Wealth*, April 19, 2017

In the News

- Featured, "Senior-Level Hires and Promotions," *Miami Herald*, January 31, 2017

News

- Greenspoon Marder Promotes Eight Attorneys to Shareholder in 2017



Morris G. "Skip" Miller

Partner

Phone: (561) 838-4556

Fax: (561) 514-3456

skip.miller@gmlaw.com

525 Okeechobee Boulevard, Suite 900, West Palm Beach, FL, 33401

Morris G. "Skip" Miller focuses on public finance and representation of non-profit entities. He has extensive experience in municipal finance transactions of all types, including taxable bonds, bond issues for not-for-profit organizations, mini bonds, community redevelopment financing, special taxing districts and single- and multi-family housing revenue bonds.

Mr. Miller's clientele in municipal finance transactions include issuers, underwriters, lenders, not-for-profit and for-profit borrowers and trustees.

Court Admissions

- U.S. Eleventh Circuit Court of Appeals
- U.S. District, Southern District of Florida

Bar Admissions

- Florida

Education

- J.D., University of Florida, 1979
- B.S., Johns Hopkins University, 1976

Practice Areas

- Appellate
- Banking & Finance
- Corporate & Business
- Government & Government Relations
- Public Finance
- Bankruptcy and Reorganization

Professional and Community Involvement

- Artigras Fine Arts Festival Steering Committee, Member
- The Florida Bar, Member
 - City, County & Local Government Law Section, Member
- Housing Leadership Council of Palm Beach County
 - Public Policy Committee, Chair
- Kiwanis Club of Palm Beach Gardens, Vice-President
- Loggerhead Marinelife Center of Juno Beach, Board of Directors
- National Association of Bond Lawyers, Member
- Palm Beach County Bar Association, Member

Speaking Engagements

- Moderator, "Policy Formulation & Regulatory Barriers: What Needs to Be Changed," Palm Beach County Housing Summit, May 31, 2017
- Speaker, Florida Municipal Attorneys Association Annual Conference, 2012
- Speaker, Florida Association of Special Districts Annual Conference, 2007-2009
- Speaker, National Association of Bond Lawyers Workshop
- Speaker, National Conference of Black Mayor's Leadership Conference

Recognitions

- *Martindale-Hubbell*, Rated AV Preeminent®
- *South Florida Business & Wealth* magazine, Finalist, "Leaders in Law," Corporate, 2015
- Volunteer of the Year, North Palm Beach County Chamber of Commerce, 2010
- *The American Lawyer* magazine, "Top Rated Lawyers," 2012

Publications

- Florida Association of Special Districts Focus Winter 2014 Edition, Public Finance Update, November 2014
- Greenspoon Marder Client Alert: A Potential Surprise in the New Tax Law

News

- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Greenspoon Marder Supports the 28th Annual Kiwanis College Football Roast
- Greenspoon Marder Supports Artigras Fine Arts Festival
- Greenspoon Marder Client Alert: A Potential Surprise in the New Tax Law
- Greenspoon Marder Attorneys Receive 2018 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Supports 27th Annual Kiwanis College Football Roast
- Greenspoon Marder Supports the Palm Beach County Housing Summit 2017
- Greenspoon Marder Attorneys Selected as 2016 Legal Leaders

- Greenspoon Marder Attorneys Receive 2017 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Law and Eight of its Attorneys Selected as Finalists for South Florida Business & Wealth's 2015 Leaders in Law
- South Florida's Top Rated Lawyers, 2012



Glenn N. Smith

Partner

Phone: (954) 888-2666
Fax: (954) 333-4066
glenn.smith@gmlaw.com
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Glenn N. Smith is an experienced trial lawyer concentrating in complex commercial litigation in state and federal courts. Much of Mr. Smith's practice is focused on the representation of clients involved in or related to real estate development. Thus, he has prepared and tried numerous cases on matters such as:

- Contract Disputes
- Zoning and Land Use
- Business Disputes and Business Torts
- Professional Malpractice
- Construction Defects
- Bid Protests

In these matters, Mr. Smith has represented such clients as builders/developers, design professionals, contractors, subcontractors and lenders. He is also experienced in general commercial matters and administrative law.

Prior to joining the firm, Mr. Smith was Assistant Attorney General with the Civil Division, Florida Department of Legal Affairs.

Bar Admissions

- Florida

Education

- J.D., Florida State University School of Law, Honors, 1973
- B.A., Valdosta State College, 1968

Practice Areas

- Construction
- Government & Government Relations
- Litigation

Professional and Community Involvement

- American Academy of Trial Lawyers, Member
- American Bar Association, Member
- Broward County Bar Association, Member
- The Florida Bar
 - Administrative and Local Governmental Law Section, Member
 - Trial Lawyers Section, Member

Recognitions

- *Martindale-Hubbell*, Rated AV Preeminent®
- *U.S. News & World Report*, "Best Lawyers in America," Litigation, Construction, 2012-2020
- *U.S. News & World Report*, "Best Lawyers in America," Litigation, Land Use & Zoning, 2012-2020
- *U.S. News & World Report*, "Best Lawyers in America," Commercial Litigation, 2013-2020
- *U.S. News & World Report*, "Best Lawyers in America," Litigation, Real Estate, 2013-2020
- *U.S. News & World Report*, "Lawyer of the Year," Litigation, Real Estate, 2017
- *Super Lawyers* magazine, Florida "Super Lawyers," Construction Litigation, 2008-2013
- *The American Lawyer* magazine, "Top Rated Lawyers," 2012

News

- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Greenspoon Marder Supports the 2018 Annual Florida Outdoor Advertising Association's Convention
- 35 Attorneys From Greenspoon Marder Listed In The Best Lawyers in America® 2019
- Greenspoon Marder Attorneys Receive 2018 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Supports The 2017 Annual Florida Outdoor Advertising Association's (FOAA) Convention
- 34 Attorneys from Greenspoon Marder Listed in The Best Lawyers in America® 2018
- Eight Attorneys From Greenspoon Marder Listed In The Best Lawyers Business Edition 2017
- Greenspoon Marder Attorneys Selected as 2016 Legal Leaders
- Greenspoon Marder Attorneys Receive 2017 AV Preeminent Rating By Martindale-Hubbell
- Two Greenspoon Marder Shareholders Selected as "Lawyer of the Year" by Best Lawyers for 2017
- 32 Attorneys from Greenspoon Marder Listed in the Best Lawyers in America 2017
- 25 Greenspoon Marder Law Attorneys Listed Among 2016 Best Lawyers in America
- Twenty-Three Greenspoon Marder Law Attorneys Listed Among Best Lawyers in America in 2015
- Twenty-Three Greenspoon Marder Attorneys Listed Among Best Lawyers in America in 2014
- 26 Greenspoon Marder Attorneys Listed Among Florida Super Lawyers
- Greenspoon Marder Named Among the 2013 "Best Law Firms"
- Greenspoon Marder Attorneys Named Among The Best Lawyers in America® 2013
- South Florida's Top Rated Lawyers, 2012



Francis X. Suarez

Of Counsel

Phone: (305) 789-2725
Francis.Suarez@gmlaw.com
600 Brickell Avenue, Suite 3600, Miami, FL, 33131

Francis X. Suarez is of counsel in the Corporate and Business practice group at Greenspoon Marder. Mr. Suarez has more than 13 years of experience in real estate and corporate finance, covering the gamut of clients' real estate needs, from acquisitions and financing to sales and joint ventures. He also has served as outside general counsel to a variety of companies.

Mr. Suarez serves as mayor of the City of Miami. He previously served as Commissioner for the City of Miami, District 4, working to raise the standards of the city in which he was born and raised. His civic accomplishments on behalf of the city are extensive. He is vice-chair of the Miami-Dade Transportation Planning Organization and immediate past president of the Miami-Dade County League of Cities, to name a few. He is dedicated to elevating the quality of life of the residents he serves by focusing on transportation and connectivity issues within the city and beyond, nurturing the growth of a tech-based economy in the area and, by extension, job creation and international opportunities with Latin America.

Mr. Suarez was recognized as the 2017 Elected Official of the Year by the Latin Builder's Association.

Court Admissions

- Florida State Courts
- U.S. District Court, Southern District of Florida

Bar Admissions

- Florida

Education

- J.D., University of Florida Fredric G. Levin College of Law, *cum laude*
- B.A., Florida International University

Other Languages

- Spanish

Practice Areas

- Corporate & Business
- Real Estate
- Hospitality, Alcohol & Leisure Industry Group

Professional and Community Involvement

- The Florida Bar
- Miami-Dade County League of Cities, Past President
- Miami-Dade Metropolitan Planning Organization, Vice-Chair
- Homeless Trust, Board Member
- Member of Community Redevelopment Agency for Overtown, Omni and Midtown (Chair)
- Banyan Health Systems (formerly known as Miami Behavioral Center, Inc.), former Board Member
- Spectrum Programs, former Board Member

Speaking Engagement

- Moderator, "New Wave of Innovative Real Estate Districts," eMerge Americas Rendezvous #4, March 16, 2017
- "Rentals, Mixed-Use and Condos and Their Impact on South Florida," Bisnow, Miami's Residential & Multifamily Forum, December 13, 2016

News

- Greenspoon Marder Supports the 2018 Urban Land Institute Miami Investor's Symposium
- Greenspoon Marder Attorneys Francis X. Suarez and Leslie José Zigel Featured Speakers at the Blockchain Shift Conference
- Greenspoon Marder Supports Invest: Miami 2018



Mark Lynn

Partner

Phone: (954) 491-1120

Fax: (954) 213-0072

mark.lynn@gmlaw.com

200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Mark Lynn has developed a comprehensive practice in real estate transactional law, with an emphasis on representation of developers in the acquisition, financing and development of commercial properties.

Mr. Lynn has developed several sub-specialties within this commercial real estate practice including the acquisition and sale of apartment complexes, office buildings, industrial developments and medical centers, lender representation, negotiation of construction contracts with contractors and architects, and the representation of landlords and tenants in office building, shopping center and warehouse leasing. Mr. Lynn also represents developers in obtaining zoning and land use approvals for large planned unit developments and commercial projects.

As a complement to Mr. Lynn's transactional practice, he also has a substantial background in the representation of both lenders and owners in real estate litigation and resolution of title defects, bank foreclosures and loan workouts.

A native Floridian, Mr. Lynn has sought to help communities seek a balance between development and preservation of the environment, and has written several articles on this issue. He is an active member of 1000 Friends of Florida.

Before joining Greenspoon Marder, Mr. Lynn was a title examiner for First American Title Insurance Company and co-owner and managing attorney of a title agency in Aventura, Florida.

Bar Admissions

- Florida

Education

- J.D., University of Miami School of Law, *cum laude*, 1996
- B.A., International Relations, University of Pennsylvania, 1992

Practice Areas

- Real Estate
- Land Use & Zoning
- Community Association & Condominium
- Banking & Finance

Professional and Community Involvement

- The Florida Bar, Member
- Israel Bonds, Miami-Dade County Chapter, Board of Directors
- American Red Magen David for Israel, Board of Directors
- Broward County Bar Association, Emerging Legal Issues Section
 - Real Property Subcommittee, Co-Chair
 - Ethics & Liability Subcommittee, Co-Chair
- American Israel Public Affairs Committee (AIPAC), Washington Club Member

Recognitions

- *Martindale-Hubbell*, Rated AV® Preeminent™

Publications

- Author, "South Florida Lawmakers Take On Sea Level Rise," *National Real Estate Investor*, March 11, 2015

In the News

- Featured, "Senior-Level Hires and Promotions," *Miami Herald*, January 22, 2017
- Featured, "What You Need to Know About AAAs," *GlobeSt.com*, December 12, 2014
- Featured, "How Cities are Mitigating King Tides," *GlobeSt.com*, December 11, 2014
- Featured, "Will So-Called King Tide Cost Us Millions?," *GlobeSt.com*, December 10, 2014

News

- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Greenspoon Marder Attorneys Receive 2018 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Promotes Eight Attorneys to Shareholder in 2017
- What You Need To Know About AAAs
- How Cities Are Mitigating King Tides
- Will So-Called King Tide Cost Us Millions?



Olga Vieira

Partner

Phone: (305) 789-2794
Olga.Vieira@gmlaw.com
600 Brickell Avenue, Suite 3600, Miami, FL, 33131

Olga Vieira is a partner in the Litigation practice group at Greenspoon Marder. Ms. Vieira has extensive experience in extended trials, including serving as first chair and working with other trial counsel on legal issues to avoid errors or preserve the record for appeal. Ms. Vieira's practice focuses on product liability, catastrophic injury, and commercial litigation. Ms. Vieira strives to resolve disputes in efficient, common-sense ways that achieve her clients' legal and business goals. Her deep Miami roots and community leadership roles benefit her clients as they navigate the litigation process or local business environment.

In addition to her trial experience, Ms. Vieira has assisted clients through all phases of litigation including discovery, motions practice, settlement negotiations, and mediation. She has had extensive involvement in smoking and health litigation in Florida, including taking a lead role in coordinating the defense of over 1,000 individual claims pending in Miami-Dade County.

Court Admissions

- Florida State Courts
- U.S. District Court, Southern District of Florida

Bar Admissions

- Florida

Education

- J.D., Georgetown University Law Center, 2006
- B.S., University of Florida, *cum laude*, 2001

Other Languages

- Spanish

Practice Areas

- Litigation
- Real Estate
- Blockchain

Representative Experience

- One of the lead trial attorneys defending a tobacco manufacturer in a wrongful death claim where plaintiff sought \$50 million. Defendants obtained a complete defense verdict after a three-week trial.
- One of the lead trial attorneys for an engineering firm in a two-week personal injury trial where plaintiff alleged catastrophic injuries and sought over \$10 million in damages. The case resolved after the trial, while the jury deliberated. Kevin Charles Simpson v. FLSmidth, Inc.
- One of the lead trial attorneys for the defendant in a federal court labor dispute alleging unfair wage practices under the Fair Labor Standards Act. The case resulted in a complete defense verdict.
- Provided legal issues and trial support during a three-week trial over the death of a 54-year-old smoker claiming compensatory and punitive damages for lung cancer and addiction arising from the use of cigarettes containing nicotine.
- Provided legal issues and trial support in a two-week trial where a former smoker sought compensatory damages for bladder cancer caused by his alleged addiction to cigarettes containing nicotine.
- Provided legal issues and trial support in an eight-week trial where a smoker sought compensatory and punitive damages for cancer and addiction arising from the use of cigarettes containing nicotine.

Professional and Community Involvement

- The Florida Bar
- Amor en Acción
 - Board of Directors and Treasurer (2001-2016)
- Dade Heritage Trust
 - Board of Trustees (2008-2014)
 - President (2012-2014)
- Lawyers for Children America, Attorney Ad Litem

Speaking Engagements

- Moderator, "Tech Trends in Commercial Real Estate," CREW Miami Lunch Program, October 29, 2019
- Speaker, "The Role of In-House Counsel in Alternative Dispute Resolution And Settlement Offers: When, How, and How Much," FDCC 2018 Winter Meeting, Amelia Island, FL (February 26, 2018).

Recognitions

- *Martindale-Hubbell*, Rated AV® Preeminent™
- *South Florida Legal Guide*, "Top Lawyers," 2020
- *Benchmark Litigation*, "Under 40 Hot List," 2019
- *Daily Business Review*, "Young Lawyers on the Rise," 2017
- *Super Lawyers* magazine, "Florida Rising Star," 2013-2019
- *Florida Trend* magazine, Legal Elite, "Up and Comer," 2015
- Lawyers for Children America, John Edward Smith Child Advocacy Award, 2012

- In recognition of outstanding legal advocacy and exceptional service as a pro bono attorney for abused and neglected children
- Cystic Fibrosis Foundation, 40 Under 40 Outstanding Lawyers of Miami-Dade County, 2012
- International Academy of Trial Lawyers' Award, 2006
 - Participation in the D.C. Law Students in Court Program

Publications

- Food for Thought: Liability-Only Class Certification Denied for Claims That "No Sugar Added" Juice Labels Misled Consumers Into Thinking the Juice Had Fewer Calories," Carlton Fields Web Article, October 16, 2017
- Co-Author, "Your Apps May Be Selling You Out," Law360, July 12, 2017
- Co-Author, "Amazon Echo - Did Alexa Record a Murder?" Daily Business Review, April 17, 2017
- "CAUTION: Are Production Warnings Required in Languages Other than English?," Sports & Business Industry Association, January 17, 2012
- "Client Alert: New Decision on Personal Jurisdiction Over Corporate Defendants," Carlton Fields Web Article, 2011

News

- Greenspoon Marder Supports The JDRF Golf Tournament
- Three Greenspoon Marder Attorneys Recognized In Benchmark Litigation's "Under 40 Hotlist" 2019
- Greenspoon Marder Hosts The Miami Music Week: Crypto Monday Reception
- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Super Lawyers Recognizes 15 Attorneys At Greenspoon Marder As "2018 Rising Stars" In Florida





Elizabeth Somerstein Adler

Senior Counsel

Phone: (954) 527-2459

Fax: (954) 333-4059

elizabeth.adler@gmlaw.com

200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Elizabeth Somerstein Adler is senior counsel in the Litigation practice group at Greenspoon Marder LLP. She concentrates her practice on civil litigation, including, but not limited to, commercial, construction, zoning, environmental, and land use. Ms. Adler is credentialed by the U.S. Green Building Council as a LEED AP BD+C, which is an advanced professional credential obtained by only those professionals with significant expertise in the design and construction phases of green buildings, serving the commercial, residential, education and healthcare sectors.

Court Admissions

- U.S. Supreme Court
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeals, Eleventh Circuit

Bar Admissions

- Florida

Education

- LEED AP BD+C Professional Credential
- J.D., University of Miami School of Law, *magna cum laude*, *Order of the Coif*
 - Writing Editor, University of Miami Intern-American Law Review
 - "Grey Quill Award," Recipient
- B.A., Art History, Emory University

Practice Areas

- Construction
- Litigation

Professional and Community Involvement

- Nova Southeastern University, Levan Ambassadors Board, Member
- City of Fort Lauderdale, Sustainability Advisory Board, Vice Chair
- Ghost Light Society, Steering Committee
- Broward County Bar Association, Member
- Order of the Coif, Member
- Silver Knight Alumni Association, Member
- South Florida Emory Alumni Association, Member

Recognitions

- *U.S. News and World Report*, "Best Lawyers in America: Ones to Watch," Commercial Litigation, 2021
- *Super Lawyers* magazine, "Florida Rising Stars," Land Use & Zoning, 2019
- *Daily Business Review*, Honoree, "On the Rise" Professional Excellence Awards, 2019
- *South Florida Business & Wealth* magazine, Nominee, "Up & Comers," 2018

Publications

- Author, "Senate Bill 360 in the Wake of the Recent City of Weston Ruling," October 25, 2010
- Co-Author, "New Challenges to Protecting a Landlord's Interest from its Tenants' Creditors," March 10, 2010
- Author, "Copyright Abolition and Attribution," *Review of Law & Economics*: Vol. 5: Iss. 3, Article 5, 2009
- Author, "Provenance: Issues in Museum Administration" ALI-ABA Course of Study, *Legal Issues in Museum Administration*, April 2009
- Author, "Who is really protecting Barbie: Goliath or the Silver Knight? A defense of Mattel's aggressive international attempts to protect its Barbie copyright and trademark," 39 *University of Miami Inter-American Law Review*, 559, 2008

In the News

- Featured, "Q&As With DBR's 2019 On the Rise Honorees," *Daily Business Review*, May 6, 2019
- Featured, "Meet Liz Adler of Greenspoon Marder in Brickell and Miami Beach," *VoyageMIA*, May 2, 2019
- Featured, "DBR Announces 2019 Professional Excellence Awards," *Daily Business Journal*, March 15, 2019
- Featured, "Alumni Welcome," NSU University School Viewpoint, Spring 2018

News

- 4 Greenspoon Marder Attorneys Listed In The Best Lawyers In America©: Ones To Watch 2021
- Greenspoon Marder Senior Counsel Elizabeth Somerstein Adler Elected To Serve As The Vice Chair Of The City Of Fort Lauderdale's Sustainability Advisory Board
- Greenspoon Marder supports the 10th Annual Ghost Light Society Soiree benefitting the Broward Center's Arts-in-Education Programs
- Greenspoon Marder Senior Counsel Elizabeth Somerstein Adler Earns LEED AP BD+C Professional Credential
- Greenspoon Marder Senior Counsel Elizabeth Somerstein Adler Inducted As A Member Of The NSU Levan Ambassadors Board
- Greenspoon Marder Senior Counsel Elizabeth Adler To Be Honored At The Daily Business Review's Florida Legal Awards
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Reappointed for a Fourth Term to the City of Fort Lauderdale's Sustainability Advisory Board

- Greenspoon Marder Attorney Elizabeth Somerstein Adler Appointed to the Steering Committee for the Broward Center of Performing Art's Ghost Light Society
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Recognized As A 2018 "Up and Comer" By South Florida Business & Wealth
- Greenspoon Marder Supports The B'Nai B'rith Justice Unit's 38th Annual Installation Brunch
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Reappointed For A Third Term To The City of Fort Lauderdale's Sustainability Advisory Board
- Greenspoon Marder Associate Elizabeth Somerstein Adler Elected to Serve on Board of Broward B'Nai Brith's Justice Unit
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Reappointed for a Second Term to the City of Fort Lauderdale's Sustainability Advisory Board
- Greenspoon Marder Attorney Elizabeth Somerstein Adler has been Appointed to the City of Fort Lauderdale's Sustainability Advisory Board



Jason D. Silver

Associate

Phone: (754) 200-7008

Fax: (954) 213-0168

jason.silver@gmlaw.com

200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

100 West Cypress Creek Road, Suite 700, Fort Lauderdale, FL, 33309

Jason is an associate in the Financial Services practice group. He handles all facets of consumer finance litigation on behalf of financial institutions in Florida, New York, and the District of Columbia. He is also admitted in the U.S. Bankruptcy Courts throughout Florida and New York and frequently represents creditors in those Courts.

He also practices general civil litigation and municipal and government law, having presided as the Deputy Municipal Attorney at monthly municipal meetings at the Village of El Portal, Florida. He has assisted with the representation in election related disputes, municipal Zoning Board related disputes, a municipality's effort to implement a Form-Cased Code, and interned at the Office of the City Attorney at the City of Miami while in law school. He is a member of the Florida Municipal Attorneys Association (FMAA) and is a Florida Supreme Court Qualified Arbitrator.

Regarding service to the bar, he currently is a member of The Florida Bar's Constitutional Judiciary Committee, where he has been appointed has Vice Chair for 2020, and serves on Grievance Committee 17 I where was also appointed Vice Chair for 2020. He served as Chair of The Florida Bar's Standing Committee for Student Education and Admissions to the Bar in 2019, is a past President of The Florida Bar Young Lawyers Division's Law Student Division, and previously was as an elected member of The Dade County Bar Association Young Lawyers Section's Board of Directors and wrote for the Cuban American Bar Association's *CABA Briefs* magazine.

He was a Team Captain for Cycle for Survival in 2020, serves on the City of Ft. Lauderdale's Community Appearance Board, previously served on the Young Leadership Division Board of Directors with the Jewish Federation of Broward County, lectured and coached for the mock trial competition coach at David Posnack Hebrew Day High School through Greenspoon Marder LLP, and is a member of The Federalist Society.

Part of the communications staff for the Miami Dolphins seasonally since 2009, he worked Superbowls XLIV and LIV, the Pro Bowl in Miami, and the 2008 FedEx BCS National Championship game in Miami.

He is an avid runner and indoor cyclist and successfully completed the ING Miami Half Marathon and 13.1 races in 2011 and the Hollywood Beach Half Marathon in 2020.

Silver graduated the University of Florida where he was tapped into Florida Blue Key and the St. Thomas University School of Law.

Court Admissions

- U.S. District Court, Southern District of New York
- U.S. District Court, Eastern District of New York

- U.S. Bankruptcy Court, Southern District of New York
- U.S. Bankruptcy Court, Eastern District of New York
- U.S. Bankruptcy Court, Northern District of New York
- U.S. Bankruptcy Court, Western District of New York
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. Bankruptcy Court, Southern District of Florida
- U.S. Bankruptcy Court, Middle District of Florida
- U.S. Bankruptcy Court, Northern District of Florida
- U.S. Court of Appeals, District of Columbia Circuit
- U.S. Court of Appeals, Seventh Circuit
- Florida Supreme Court Qualified Arbitrator

Bar Admissions

- District of Columbia
- Florida
- New York

Education

- J.D., St. Thomas School of Law, 2011
- B.S., Public Relations, University of Florida, 2008

Practice Areas

- Financial Services
- Real Estate

Professional and Community Involvement

- The Florida Bar, Member
 - Constitutional Judiciary Committee
 - Vice Chair, 2020-2021
 - Grievance Committee 17I
 - Vice Chair 2020-2021
 - Student Education & Admissions To The Bar Committee
 - Chair, 2018-2019
 - Vice Chair, 2017-2018
 - The Florida Bar Young Lawyers Division's Law Student Division
 - Past President, 2010-2011
- City of Fort Lauderdale, Community Appearance Board, Member
- Cycle for Survival

- Fundraising Team captain, Miami ride, 2019-2020
- Dade County Bar Association/Young Lawyers Section
 - Elected to Board of Directors, 2012
- Cuban American Bar Association
 - Writer for the *CABA Briefs* magazine
- University of Florida, Florida Blue Key,
 - Tapped, Fall, 2007
- Miami Dolphins, LTD.
 - Seasonal assistant to Media Relations staff, 2009-2020
 - The Orange Bowl Committee
 - Collegiate football bowl seasonal assistant to Communications staff , 2005-2012

Speaking Engagements

- Speaker, "Real Life on the Job Challenges Students Will Face and Professionalism," University of Miami School of Law's Externship Program Orientation, January 24, 2019
- Speaker, "Ethical Governance Day 2017," Miami-Dade County Commission on Ethics and Public Trust, Center for International Education, Homestead, FL, October 19, 2017
- Speaker, "The Winning Edge," Florida International College of Law, Miami, FL, October 25, 2016
- Speaker, "Ethical Governance Day 2016," Miami-Dade County Commission on Ethics and Public Trust, Mater Academy, Hialeah Gardens, FL, October 20, 2016
- Panelist, "Are Law Schools Adequately Preparing Students for the Practice of Law?," 65th Annual Florida Bar Convention, The Florida Bar, June 26, 2015
- Moderator, 64th Annual Florida Bar Convention, "Outlook Ethics," Continuing Legal Education, The Florida Bar, June 27, 2014

Recognitions

- *U.S. News and World Report*, "Best Lawyers in America: Ones to Watch," Financial Services Regulation Law, Real Estate Law, 2021
- *Super Lawyers* magazine, "Florida Rising Stars," Business Litigation, 2019-2020

In The News

- Featured, "Law School To Career: My Job As An Associate Attorney In Banking & Finance," *STU News*, July 2, 2020
- LAW SCHOOL TO CAREER: MY JOB AS AN ASSOCIATE ATTORNEY IN BANKING & FINANCE
- Featured, "Florida Bar Annual Convention 2019: Jason Silver on Student Education and Admissions to the Bar," *Florida Bar Podcast*, July 6, 2019
- Featured, "UF Students Crave More Health and Wellness Resources," *Florida Bar News*, December 15, 2018

News

- 4 Greenspoon Marder Attorneys Listed In The Best Lawyers In America©: Ones To Watch 2021
- Greenspoon Marder Associate Jason Silver Appointed As Vice-Chair Of Both The Florida Bar's Constitutional Judiciary Committee And The Seventeenth Circuit Grievance Committee "I"
- Super Lawyers Recognizes 14 Attorneys At Greenspoon Marder As "Rising Stars" In Florida
- Greenspoon Marder Associate Jason Silver Appointed To The City Of Fort Lauderdale's Community Appearance Board

**TAB 8:
CORPORATE STANDING AND
AUTHORIZED SIGNATORY**

2020 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT
FEE IS \$25.00! REPORT DUE BY MAY 1, 2020

SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

REGISTRATION # LLP160002946

1. Name and Mailing Address

GREENSPOON MARDER LLP

200 EAST BROWARD BOULEVARD
SUITE 1800
FORT LAUDERDALE, FL 33301 US

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2.

3. Principal Place of Business Address

200 EAST BROWARD BOULEVARD
SUITE 1800
FORT LAUDERDALE, FL 33301 US

5. Federal Employee Identification Number

81-2555319

☐ Applied For

☐ Not Applicable

7. Name and Address of Registered Agent

GREENSPOON, GERALD
200 EAST BROWARD BOULEVARD, SUITE 1800
FORT LAUDERDALE, FL 33301

8. New Name and/or Address of Registered Agent:

Name

Street Address (P.O. Box Number is Not Acceptable)

FL

City

Zip Code

9. New Registered Agent's Signature, If Changed

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE: _____

SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE.

Date

10. General Partner's Signature (REQUIRED)

The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE: _____

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER

Gerald Greenspoon
Co-Managing Director

2-20-20 / 954.491.1120

Daytime Phone #

E-mail Address: gerry.greenspoon@gmlaw.com

(To be used for future annual report notifications)

FILED

2020 FEB 25 AM 8:23

DIVISION OF CORPORATIONS

LLP 200000623
02/25/20--01015--016 **25.00

LLP #

LLP 200000623

CR2E029 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt#, etc.

City

State

Zip Code

4. New Principal Office Address, if Applicable:

Suite, Apt#, etc.

City

State

Zip Code

6. Certificate of Status Desired:

☐ \$8.75 Additional Fee Required

T MOORE

FEB 26 2020

Below is a list of the firm's partners who are authorized signatories for the firm.

Partner	Abrahamy, Dariel J.
Partner	Alman, Michael J.
Partner	Austin, Carolyn
Partner	Backman, Jeffrey A.
Partner	Bakst, Michael
Partner	Bermudez, Marcela
Partner	Birnbaum, Robby H.
Partner	Blair, Laurence I.
Partner	Boyles, Heidi
Partner	Bratter, Rebecca F.
Partner	Brown, Edward D.
Partner	Chapman, Amanda L.
Partner	Chmielarski, Mark J.
Partner	Cohn, Alan B.
Partner	Corman, Larry
Partner	Coyle, Thomas F.
Partner	Crawford, Cindy
Partner	Crespo, Manuel L.
Partner	Cummings, Brian R.
Partner	Draper, Chris A.
Partner	Edgar, William J.
Partner	Epstein, Richard
Partner	Ettinger, Arthur D.
Partner	Fawer, Mark
Partner	Freimann, Michael A.
Partner	Fuerst, Scott J.
Partner	Gannon, Patricia L.
Partner	Ganz, Denise F.
Partner	Gelety, John A.
Partner	Geller, Joseph S.
Partner	Gillette, Rachel K.
Partner	Gilmore, Ellen
Partner	Ginder, Matthew
Partner	Glasser, Gene K.
Partner	Grant, Mark F.
Partner	Greenspoon, Gerald
Partner	Guadiana, James A.
Partner	Hatic, Haas A.
Partner	Hipps, Kathleen C.
Partner	Hirschfeld, Neal W.
Partner	Homer, Franklin S.
Partner	Jackson, Robert B.
Partner	Kemper, Adam D.
Partner	Klein, Brent D.
Partner	Kline, Victor S.
Partner	Klinek, Evan B.
Partner	Krimsky, Beth-Ann E.
Partner	Kron, David P.

Partner	Krul, Michael H.
Partner	Kubiliun, David
Partner	Labat, Germain D.
Partner	Lawlor, Rebecca Y.
Partner	Lebow, Ron
Partner	Lenox, David R.
Partner	Linder, Carl H.
Partner	Loos III, Edmund O.
Partner	Lubart, Leonard
Partner	Lynn, Mark J.
Partner	Marder, Michael E.
Partner	Maysonet, Myrna
Partner	Mazanec, Daniel C.
Partner	Mele, Dennis D.
Partner	Merkur, David
Partner	Miller, Morris G.
Partner	Nair-Thomas, Nandini P.
Partner	Neufeld, Marla B.
Partner	O'Donnell, Garry W.
Partner	Patel, Jayesh
Partner	Pelzer, John H.
Partner	Rabinowitz, Mark P.
Partner	Rauh, James E.
Partner	Reichman, Robert P.
Partner	Richards II, Nicholas J.
Partner	Ross, Michael
Partner	Saft, Kathryn
Partner	Sances, Amy L.
Partner	Schuster, Carl
Partner	Schwartz, Marc E.
Partner	Seigel, Jenna H.
Partner	Shiekman, John L.
Partner	Siegel, Peter R.
Partner	Silverstein, Murray B.
Partner	Silvestri, Phillip A.
Partner	Slavis, Peter D.
Partner	Smith, Glenn N.
Partner	Smith, Michael A.
Partner	Somerstein, Alan
Partner	Somerstein, Barry
Partner	Somerstein, Dana L.
Partner	Somerstein, Mark
Partner	Sykes, Leah
Partner	Tamaroff, Chad J.
Partner	Tener, Elizabeth A.
Partner	Terminello, Louis J.
Partner	Thompson, Loretta
Partner	Turken, James H.
Partner	Urias, Sharon A.
Partner	Valvano II, James
Partner	Vieira, Olga M.
Partner	Weisman, David

Partner	Weiss, Jonathan B.
Partner	Wessely Esq., Robert P.
Partner	Zagzebski, Sander C.

Partner	Zann, Lawren
Partner	Zigel, Leslie J.

**TAB 9:
FORMS AND ATTACHMENTS**

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: Greenspoon Marder LLP

AUTHORIZED SIGNATURE: _____ DATE: 9/17/20

TITLE OF OFFICER: _____

RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firms agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

Greenspoon Marder LLP

Street Address:

600 Brickell Avenue, Suite 3600

Mailing Address (if different):

Miami, FL 33131

Telephone No. 954-491-1120 Fax No. 954-331-2037

Email Address: joseph.geller@gmlaw.com FEIN No. 81-2555319

**By signing this document the Responder agrees to all Terms*

Signature:

(Signature of authorized agent)

Print Name: Joseph Geller

Title: Partner

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:		
INSURED Greenspoon Marder LLP. Equity Land Title LLC 200 E. Broward Blvd. Suite 1800 Fort Lauderdale FL 33301 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B: Continental Casualty Company		20443
	INSURER C: Valley Forge Insurance Co		20508
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570083854574**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	☒ COMMERCIAL GENERAL LIABILITY			6049592407 Commercial Package Policy	05/01/2020	05/01/2021	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
			MED EXP (Any one person)				\$15,000	
			PERSONAL & ADV INJURY				\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			6049592391 Business Auto	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person)					
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)					
	☐ HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident)					
B	☒ UMBRELLA LIAB	☒ OCCUR		6049592410 Umbrella Liability, QUMB SIR applies per policy terms & conditions	05/01/2020	05/01/2021	EACH OCCURRENCE	\$1,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE				\$1,000,000	
	☐ DED ☒ RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6045605968 Workers Compensation - Ca 6045620325 Workers Compensation - Ca	05/01/2020	05/01/2021	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570083854574

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1 - Office of the Town Clerk Town of Bay Harbor Islands is included as Additional Insured, as their interests may appear as respects to General Liability and Automobile Liability.

2 - Subject to the standard terms and conditions of the individual policies, indicated coverages are primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Office of the Town Clerk Town of Bay Harbor Islands Attn: Town Clerk 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Greenspoon Marder LLP. 200 E. Broward Blvd, Suite 1800 Fort Lauderdale FL 33301 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Nautilus Insurance Company	17370
	INSURER B: Scottsdale Ins Company	41297
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570083854193**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	☐ DED ☐ RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N / A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	Lawyers Prof			PLP_1000369_P-8	03/12/2020	03/12/2021	Per Claim
B				LWS0000809	03/12/2020	03/12/2021	Aggregate
							\$5,000,000
							\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Primary Participation: Nautilus Insurance Company 50%, Scottsdale Insurance Company 50%
Errors & Omissions coverage is a Claims Made policy. There is no Additional Insured status on the Errors and Omissions coverage.

CERTIFICATE HOLDER**CANCELLATION**

Office of the Town Clerk Attn:Town Clerk Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570083854193

SWITKES & ZAPPALA, P.A.

Attorneys at Law



407 Lincoln Road

Penthouse Southeast

Miami Beach, Florida 33139

Tel: (305) 534-4757

Fax: (305) 538-5504

www.SwitkesZappala.com

Contact Person: Robert L. Switkes, Esq.

rswitkes@switkeslaw.com

RFQ No.: BHI-207 for Professional Legal Services

September 17, 2020

Attn: Office of the Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Section A

TITLE PAGE

1) Subject:

Request for Proposals – Professional Legal Services
RFQ No. BHI-207

2) Name of Respondent's Law Firm, Address, Telephone Number:

Switkes & Zappala, P.A.
407 Lincoln Road, Penthouse Southeast
Miami Beach, Florida 33139
Office: (305) 534-4757

3) Contact Person:

Robert L. Switkes, Esq.
rswitkes@switkeslaw.com

4) Submittal Date:

September 17, 2020

Section B

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<i>Cost Proposal</i>	<i>Section II</i>
Qualification Information & Assigned Personnel	<i>Section E</i>
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Section C

COVER LETTER & EXECUTIVE SUMMARY

SWITKES & ZAPPALA, P.A.

Attorneys at Law

ROBERT L. SWITKES
BRADLEY F. ZAPPALA

407 LINCOLN ROAD
PENTHOUSE SOUTHEAST
MIAMI BEACH, FLORIDA 33139-3008
TEL: (305) 534-4757
FAX: (305) 538-5504
WWW.SWITKESLAW.COM

ROBERT L. SWITKES, ESQ.
rswitkes@switkeslaw.com

September 17, 2020

Via Hand Delivery

Town of Bay Harbor Islands
Attn: Office of the Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: RFQ No. BHI-207 – Professional Legal Services

To Whom This May Concern:

Please allow this correspondence to serve as Switkes & Zappala, P.A.'s Letter of Interest in response to Request for Qualifications No. BHI-207 for Professional Legal Services. Switkes & Zappala, P.A. (the "Firm") is a qualified and experienced law firm with the ability and desire to perform the requisite professional legal services for the Town of Bay Harbor Islands.

Switkes & Zappala, P.A. is a full-service law firm equipped with experienced trial attorneys and twenty-first century technology to achieve legal solutions in a prompt and cost-effective manner. We strive to form long-term relationships with our clients and utilize zealous litigation and negotiation skills to achieve bottom-line results.

The Firm was originally founded as Rosen & Switkes in 1982, through the partnership of Harold Rosen, a former Mayor of Miami Beach and the Firm's current Managing Partner, Robert L. Switkes. In



Switkes & Zappala, P.A. is conveniently located at the corner of Lincoln Road and Washington Avenue in Miami Beach.

2014, Bradley F. Zappala joined the Firm, and thereafter the Switkes & Zappala partnership was formed. Since its inception, the Firm has prided itself in providing effective legal services to both plaintiffs and defendants in several areas of civil litigation (federal & state), as well as counseling services to individuals and entities prior to the litigation process.

Managing Partner Robert L. Switkes has over 40 years of extensive experience litigating and trying cases in areas including civil rights, employment law, personal injury, insurance, and commercial litigation, amongst numerous others. Mr. Switkes also has extensive experience in local government law and advising municipalities on various issues including not limited to land use and zoning, real estate matters, drafting of legislation, code compliance, public records laws, contracts, constitutional issues, elections issues, public works issues. Additionally, Mr. Switkes is surrounded by an elite support staff including Firm Partner Bradley F. Zappala, who is well-versed and trained in the Firm's areas of expertise, as well as an associate attorney, paralegal, and administrative staff. Switkes & Zappala, P.A. makes a firm commitment to perform the required work within a reasonable time and within the requested timelines.

As described in more detail herein, Switkes & Zappala, P.A. is fully qualified to provide the services identified in the Town of Bay Harbor Islands' Request for Qualifications, BHI-207. As a prior City Attorney for North Bay Village, the Firm is fully aware and capable of attending all requisite Town Council and/or any other required meetings. As demonstrated during the Firm's tenure as City Attorney for North Bay Village, the Firm's Partners Robert Switkes and Bradley Zappala created and revised numerous ordinances, including, but not limited to utilities, water rates, pool requirements and participated in drafting countless resolutions. Furthermore, the Firm participated in numerous contract negotiations, including banking agreements and employment agreements, amongst numerous other contracts. Similarly, during its term as City Attorney for North Bay Village, on a myriad of occasions the Firm rendered legal opinions and provided memoranda regarding various areas of concern.

Switkes & Zappala, P.A. is fully prepared to render professional legal services as general counsel to the Town of Bay Harbor Islands, providing legal support on a day-to-day basis and litigation support whenever needed. Both Robert Switkes and Bradley Zappala are experienced litigation attorneys with a proven track record of success in both state and federal courts, and who are well-equipped to handle litigation matters from their inception through an appeal process.

Switkes & Zappala, P.A. also has an extensive labor/employment practice, and has significant experience resolving employment related disputes for its clients. Switkes & Zappala, P.A. represents clients through all phases and types of

employment litigation, ranging from individual charges and cases to broad-scale class and collective actions. The Firm's attorneys defend claims of employment discrimination, harassment, retaliation, wrongful discharge, wage and hour violations, entitlement to employee benefits, misappropriation of trade secrets and confidential information, unfair competition, labor-management disputes, defamation, and other employment-related torts. The Firm's corporate clients rely on us to ensure their policies and procedures are current, to train employees on updates in the law, and to counsel in the event of an employment related dispute.

Additionally, the Firm represents individuals who have been subjected to improper adverse employment action, and we have a long track record of successfully resolving clients' disputes prior to and during the litigation process.

Switkes & Zappala, P.A.'s experience encompasses the full spectrum of employment related discrimination/wrongful termination, and includes cases involving age, sex, race, disability, gender, pregnancy, and religious discrimination in an employment setting. Our experience in prosecuting and defending employment related disputes involve claims brought under Title I of the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Florida Civil Rights Act; Title VII of the Civil Rights Act of 1964; the Telephone Consumer Protection Act; the Fair Housing Act; and many other Federal, State and local statutes, laws and ordinances. Additionally, in the last five years, the Firm has represented officials from the City of Miami Beach, North Miami Beach, North Miami, Hallandale Beach, and the Hialeah Housing Authority in state and federal litigation.

As set forth above, the Firm has vast experience in handling Planning/Zoning Land Use matters. In addition to regularly providing counsel on such matters and officiating planning and zoning meetings during the Firm's tenure as City Attorney for North Bay Village, the Firm has represented developers, individuals and other interested persons on matters relating to zoning approvals, amendments of local government comprehensive plans, developments of regional impact (DRIs), due diligence reviews, impact fees, concurrency, responding to Requests for Proposals and Requests for Qualifications from local governmental agencies, as well as all local administrative and quasi-judicial proceedings on all matters associated with land/property. The Firm has always been at the forefront of land development issues, and it has always been the practice of the Firm to work hand-in-hand with all governmental and regulatory agencies.

The Firm is fully insured in compliance with the Town's specifications and carries malpractice insurance with limits of \$2,000,000 per occurrence. No malpractice claims nor ethics complaints have been taken against the Firm or the Firm's attorneys over the last five (5) years. The Firm further warrants and represents that it and its attorneys, at all times during the term of the agreement,

will maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services.

The experience relayed herein, along with the Firm's incalculable knowledge in areas of civil rights, discrimination, labor & employment, police litigation, municipal litigation, contract, construction law, commercial litigation, corporate, and personal injury/wrongful death make it an ideal candidate for the Town Attorney.

Through all of its practices, the Firm understands the day-to-day needs of the Town, including review of documentation, providing legal opinions, preparation of legal documentation, attending meetings of the Town Council, or merely serving as a liaison for the Town. Switkes & Zappala, P.A. is a well-rounded firm that can provide for all of the Town's legal needs, thereby making this Firm the idyllic candidate for the position.

For the reasons set forth herein, and throughout its response to the RFQ, Switkes & Zappala, P.A. respectfully requests it be awarded a contract to provide professional legal services for the Town of Bay Harbor Islands. Should you have any questions, concerns or require additional information, please do not hesitate to contact our office.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Robert L. Switkes", is written over the typed name.

Robert L. Switkes, Esq.
for the Firm

Section D

PROJECT APPROACH & UNDERSTANDING

A. Scope of Work

The Law Firm of Switkes & Zappala, P.A., and specifically Robert L. Switkes, understands that it will be expected to provide professional legal services to the Town of Bay Harbor Islands in areas including General Counsel, Local Government Law, Labor Relations¹, Procurement and Contracts, Litigation, and Planning/Zoning Land Use, and recognizes that its responsibilities shall include the following:

- a. Attend all meetings of the Town Council, including special and emergency meetings, and all required committee, agency, board or union meetings. In addition to the foregoing, attend any other meetings as needed, including: Labor Relations, Planning/Zoning Land Use, as well as any meetings directed by the Town Manager;
- b. Prepare any and all necessary resolutions and ordinances;
- c. Prepare any and all legal opinions;
- d. Prepare and review of any and all contracts, memorandum of understanding, as well as such other related documentation;
- e. Serve as liaison with outside counsel, whenever required;
- f. Preparation and review of all ordinances, resolutions, contracts, interlocal agreements, employment agreements, RFQ's/RFP's, bonds legal opinions, deeds, leases, and such other legal or written instruments in which the Town is concerned and shall endorse on each approval as to form, language, and execution thereof;
- g. Prosecute and defend, for and on behalf of the Town against any and all complaints, suits and controversies in which the Town is a party, before any court or other legally constituted tribunal;
- h. Render such opinions on legal matters affecting the Town as the Council may direct;

¹ While the Firm would propose to provide labor counsel to the Town on most issues, in order to preserve its position of trust and effectiveness in the Town, the Firm would not venture to provide comprehensive labor services to the Town, but would seek to defer to labor counsel on specific matters involving intra-town issues, including union labor contracts and significant disciplinary actions within the police department.

- i. Attendance at all required meetings and engagement of all such agreements as required by Town Council as a condition of employment including, but not limited Town Council Meetings, including special and emergency meetings, and all required committee or agency meetings;
- j. Performance of such other professional duties and functions as may be required by ordinance or resolution of the Council or the Town Charter;
- k. Provision of legal services includes providing advice in all aspects of municipal law and litigation, and will provide legal advice to the Town, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees, and require the availability of the attorneys and firms to attend meetings within the Town, as needed, and to provide legal assistance in a prompt and efficient manner. Advice should be provided on local government law and procedures including, but not limited to, Florida Statutes §166 titled Municipalities, appropriations, procurement, competitive bidding, Ethics Code for Public Officials, conflicts of interest and parliamentary procedure. Additionally, Florida Statutes §119 titled Public Records;
- l. Advise on matters including, but not limited to, zoning, land use, labor, utilities and municipal finance litigation;
- m. Review, at the manager's or department director's request, correspondence, contracts, standard operating procedures, and any and all other documents or processes;
- n. Advise the Council, Town Manager, and department heads in all cases when a legal opinion is required and requested;
- o. Represent the Town in all matters in which the Town has an interest coming before any court or tribunal, except in such cases as other arrangements may be specifically made by the Council; and
- p. Serve as liaison with independent counsel when required.

II. Cost Proposal

Switkes & Zappala, P.A. proposes to provide legal services to Town of Bay Harbor Islands the areas of:

- 1. General Counsel,
- 2. Local Government Law;
- 3. Contracts and Procurement;
- 4. Labor & Employment; and

5. Planning/Zoning Land Use.

If awarded the contract, Switkes & Zappala, P.A. will provide all of the aforementioned legal services as part of the “base level of services”:

The aforementioned services, as well as forfeiture proceedings would be computed on a flat fee basis, akin to a salaried position of \$180,000.00 annually (\$15,000.00 monthly services fee), which represents the total fee for all five areas of expertise combined. Because creativity in preparing the Cost Proposals is encouraged, Switkes & Zappala, P.A. submits this cost proposal with an understanding of providing quality legal services in the most cost-effective way for the Town.

Because time expenditures on litigation matters can vary widely from month-to-month, the Firm would propose that such matters be billed separately on an hourly basis. Any services, beyond those services delineated herein, including litigation, outside the scope of the Town Attorney’s position would be billed separately, at a flat rate of \$200.00 per hour. However, Switkes & Zappala, P.A. will take all reasonable steps to minimize the utilization of the hourly fees incurred by our Firm and/or outside counsel in order to reduce the overall legal expenses to the Town.

Cost Proposal Summary

In sum, Switkes & Zappala, P.A. hereby submits the following cost proposal:

Combined total for provision of legal services by Switkes & Zappala, P.A. to Town of Bay Harbor Islands in the areas of General Counsel, Local Government Law, Labor/Employment, Contracts & Procurement, Zoning/Planning Land Use, and other matters as set forth above:

Estimated # of annual hours: 500 General Counsel, 250 Local Government Law, 250 Labor/Employment, 250 Zoning/Planning Land Use, 250 Contracts & Procurement, 120 litigation = 1500 combined total hours per annum.

Monthly retainer: \$15,000

Monthly hourly fee: \$2,400 (\$200/hour x 10 hours)

Annual retainer: \$180,000

Annual hourly fees: \$2,400 x 12 months = \$28,800

Section E

QUALIFICATION INFORMATION & ASSIGNED PERSONNEL

I. Resumes

Robert L. Switkes, Esq. (Managing Partner and Contact Person)

Robert L. Switkes was born March 26, 1951. He received his undergraduate degree from the University of Rhode Island in 1973. He thereafter attended the University of Miami School of Law where he received his Juris Doctor degree in 1977. Mr. Switkes was admitted to the Florida Bar in 1977.

From 1976 through 1977 Mr. Switkes was a legal intern with the Dade County Public Defender's Office. From 1977 through 1978, Mr. Switkes was a law clerk for the Honorable William Hoeverler at the Firm of Knight, Peter, Hoeverler, Pickle, Niemoeller & Flynn. From 1978 through 1979, Mr. Switkes was employed as a litigation associate with the firm of Goodhart & Rosner. While at the firm of Goodhart & Rosner, primary practice consisted of trial work personal injury defense. From 1979 through 1980, Mr. Switkes was a litigation associate with the firm of Schwarz & Schiffrin, where his duties consisted of trial work, representing Plaintiffs and Defendants in the areas of personal injury and commercial litigation.

In 1980, Mr. Switkes began acting through his own professional association known as Robert L. Switkes, P.A. During that time, he continued to represent both Plaintiffs and Defendants in the areas of personal injury, wrongful death, insurance and commercial litigation.

In 1982, the partnership of Rosen & Switkes was established. Mr. Switkes represented both Plaintiffs and Defendants in the areas of construction litigation, medical malpractice, civil rights litigation, commercial litigation, entertainment litigation, premises liability, personal injury litigation, wrongful death, products liability, corporate law, governmental and administrative law, insurance litigation, motorcycle litigation, municipal liability, and as well as providing counseling services to individuals and entities prior to the litigation process. Furthermore, while Mr. Rosen is no longer with the firm, the partnership of Switkes & Zappala, P.A. was formed in 2019, when Bradley F. Zappala became a partner.

Mr. Switkes is licensed to practice law in all Courts in the State of Florida, the Federal District Court for the Southern, Middle and Northern Districts of Florida, and the United States Eleventh Circuit Court of Appeals. He is a member of The Florida Bar, The Association of Trial Lawyers of America, and The Florida Justice Association. He is also the former President of the Miami Beach Bar Association and The American Association for Justice. He was also a faculty member for the American Back Society Spring Symposium, 1988, Orlando, Florida, has received the Distinguished Service Award from the Dade County Bar Association, 1983 and 1984, The City of Miami Beach Service and Police Awards in 1992 and Community Service Award from the City of Miami Beach, 1997.

Mr. Switkes is a frequent lecturer and conducts training programs on Civil Rights, Construction litigation, Personal Injury, Constitutional Law, Discrimination and Employment Law for various entities including the City of North Miami, City of Miami Beach, South Shore Hospital, Harley Davidson and class counsel for Access Now v. RTM Operating Company, Inc. d/b/a Arby's.

Robert L. Switkes will attend meetings and have primary responsibility for Town matters, relating to General Counsel, Labor/Employment, and Planning/ Zoning Land Use. The Firm's offices are conveniently located 7.7 miles away from Town Hall. Robert L. Switkes has never been under review or investigation by any Bar Association, Court or Ethical Commission.

Bradley F. Zappala, Esq. (Partner)

Bradley F. Zappala joined the Firm in 2014 as an Associate Attorney with experience in transactional law, civil litigation, and trial advocacy. In 2018, he became a partner in the Firm, forming Switkes & Zappala, P.A.

Prior to joining the Firm, Mr. Zappala attended the University of Miami School of Law on a Dean's Merit Scholarship and earned his Juris Doctor with cum laude distinction. Mr. Zappala also holds an undergraduate degree from the University of Miami, where he was a member of the National Society of Collegiate Scholars, served as Treasurer of 'Canes for Cancer Awareness, and graduated cum laude with a double-major in Political Science and International Relations.

During law school, Mr. Zappala discovered his passion for trial advocacy and developed his courtroom prowess as a competing member of the Mock Trial Team and in the Litigation Skills Program, where he received Honors recognition as an outstanding advocate.

Mr. Zappala has previously worked as a law clerk in private practice and for one of the world's largest spirits companies, where he gained extensive experience in complex employment litigation and transactional law, respectively. In addition, Mr. Zappala gained valuable litigation experience as a member of the Investor Rights Clinic at the University of Miami School of Law, where he helped to represent under-served investors in securities arbitration claims and was recognized with the C.A.L.I. Excellence for the Future Award as the Clinic's top student.

Mr. Zappala concentrates on civil practice litigation, particularly in the fields of civil rights and labor law, and has successfully litigated several cases on behalf of many clients, including municipal officers, in both state and federal courts. Mr. Zappala also advises businesses and business owners on employment-related and contractual matters, including the implementation and execution of workplace policies and procedures designed to ensure compliance with federal, state, and local laws. Mr. Zappala previously served as Assistant Village Attorney during the Firm's time as Village Attorney for North Bay Village.

Mr. Zappala is a member in good standing of the Florida Bar, and is licensed to practice law in all Florida courts, the United States District Court for the Southern District of Florida, and the United States Court of Appeals for the Eleventh Circuit.

II. DISCLOSURE

Switkes & Zappala, P.A. (the "Firm") makes the following disclosures:

- (a) ***There are no known relationships*** between the attorney or attorneys of the firm and any Council member, his/her spouse, or family.
- (b) ***There are no known relationship*** between attorneys of the firm and any business or entity owned by a Council member or their family or in which a Council member or their family member has or had an interest.
- (c) ***There is no additional*** information concerning any relationship between attorneys of the firm and any Council member which the Applicant deems might be relevant to the Council's consideration.
- (d) The Firm currently and/or has represented police officers and/or municipalities, including, Hallandale Beach, Homestead, Margate, Miami Beach North Miami Beach, and North Miami in matters related to civil rights violations. It has also represented the Hialeah Housing Authority on matters related to the American with Disabilities Act (ADA), whistleblower actions and voter irregularities and the City of Miami Beach Convention Authority on matters of age discrimination, contracts matters and civil litigation. For a period of approximately nine (9) years the Firm also served as the Village Attorney for North Bay Village, in all its capacity.
- (e) ***The Firm does not maintain*** a "conflict list" *per se*. However, conflict verification is performed on a case by case basis and no known conflicts exists which would prevent the Firm from performing its duties as Attorney for the Town of Bay Harbor Islands.

III. BUSINESS LICENSES & BAR NUMBERS

See Attached.

Section F

FIRM REFERENCES & SIMILAR WORK COMPLETED

I. PROFESSIONAL REFERENCES

I. General Counsel

A. *Hialeah Housing Authority*

Client Name: Hialeah Housing Authority

Client Address: 75 East 6th Street,
Hialeah, FL 33010

Contact Name/Title: Nicole Bates, In-House Counsel

Contact Phone: (305) 888-9744

Services Provided: Provide legal advice, counsel, and litigation services for: contracts, discrimination and employment issues, municipal law, Title VII, labor and civil litigation.

B. *City of Miami Beach*

Client Name: City of Miami Beach

Client Address: 1700 Convention Center Drive
Miami Beach, Florida 33139

Contact Name/Title: Aleksandr Boksner, Chief Deputy City Attorney

Contact Phone: (305) 673-7470

Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

C. *Harley Davidson of Miami, Inc.*

Client Name: Peterson's Harley-Davidson of Miami

Peterson's Harley-Davidson South

Client Address: *Miami location:*
19400 NW 2nd Avenue
Miami, Florida 33169
South location:
19825 South Dixie Highway
Miami, Florida 33157

Contact Name/Title: Ace Armstrong, General Manager

Contact Phone: (305) 651-4811 or (305) 235-4023

Services Provided: Corporate counsel for contract, product liability, warranty,

employment, negligence, TCPA, discrimination, and franchise issues.

II. Labor/Employment Law

A. *The City of Miami Beach*

Client Name: City of Miami Beach
Client Address: 1700 Convention Center Drive
Miami Beach, Florida 33139
Contact Name/Title: Donald Papy, former Chief Deputy City Attorney
Contact Phone: (305) 673-7470
Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

B. *Hebrew Homes Health Network*

Client Name: Hebrew Homes Health Network
Client Address: 1800 NE 168th Street, Suite 200
North Miami Beach, Florida 33162
Contact Name/Title: Tom Nichols, Director of Human Resources
Contact Phone: (305) 917-0400
Services Provided: Legal advice and representation in labor negotiations, discrimination, FLSA, civil rights, and labor and employment disputes.

C. *DECO International Security Corporation*

Client Name: DECO International Security Corporation
Client Address: 407 Lincoln Road, Suite 12j
Miami Beach, Florida 33139
Contact Name/Title: Thomas Sanon-Jules, President & CEO
Contact Phone: 305-673-2577
Services Provided: Legal advice and representation in labor negotiations, contracts, and labor and employment disputes.

III. Planning/Zoning Land Use

A. *EuroAmerican Group*

Client Name: EuroAmerican Group
Client Address: 407 Lincoln Road PH
Miami Beach, FL 33139
Contact Name/Title: Angel, Manager
Contact Phone: (305) 674-1818
Services Provided: Provide legal services in zoning, land use, variance, historical

preservation, planning board issues, fire safety, et al.

B. City of Miami Beach Police Department

Client Name: City of Miami Beach Police Department

Client Address: 1100 Washington Avenue

Miami Beach, Florida 33139

Contact Name/Title: Richard Clements, Police Chief

Contact Phone: (305) 673-7900

Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

C. City of North Miami Beach Police Department

Client Name: City of North Miami Beach Police Department

Client Address: 700 NE 124 St

North Miami, Florida 33161

Contact Name/Title: Larry Juriga, Assistant Police Chief

Contact Phone: (305) 891-0294

Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

2. CURRENT AND FORMER CLIENTS

The following is a representative list of the Firm's current and former clients:

Shaquille O'Neal
Donte Stallworth
Bryant McKinnie
Dhani Jones
Hermes Franca (former UFC lightweight title contender)
Phil Baroni (former UFC middleweight contender)
Bank of New York
The Miami-Dade County School Board
Valencia Community College
International Bank and Trust Limited
Jolem Imports, Inc.
First Trade International Bank
Universal National Bank
The City of Miami Beach Police Department
Fraternal Order of Police, Miami Beach
Miami Beach Convention Center
The City of Miami Beach Visitors and Convention Authority
The City of North Miami
The City of Homestead

North Bay Village
The City of Hallandale Beach
The City of Margate
The City of Hialeah
The City of Hialeah Housing Authority
Police Athletic League, Miami Beach
Police Athletic League, North Bay Village
Park One Inc.
Eden Roc Hotel
The Fountainebleau
Hilton Hotel
South Pointe Condominium
Aries Insurance Company
St. Paul Insurance
General Insurance
Tannenbaum Harbor Insurance Agency
Spectacor Management Group
South Shore Hospital
Armani Exchange
Brittany Sales Company
Crescent Heights
Olem Shoe Corp
SeaCoast Towers
Monty's Miami Beach LLC
B.F.I. Waste Management
Edison Hotel
Jerry's Famous Deli
Grand Flamingo
Royal Palm Crown Plaza
Normandy Holdings Inc.
Florida Police Chief Self Insurance Fund
The Southland Group
Accelerated Agency Group, Inc.
Access Now, Inc.
Hyatt
Windward Condominium
GoldCoast Cablevision
Miami Heart Institute
Columbia Hospital Corporation
Goldman Properties
Konover Properties
New Florida Properties
Crystal Beach Club Properties
Colony Hotel
Amnesia International
World Investment Corp.
Pacha America Corporation
Aladdin Mills
Harley Davidson Motor Company
Harley Davidson of Miami, Inc.

Southern Marine Construction
Miami-Dade County Community College
Supreme International
Island Mortgage Network, Inc.
AppOnline.Com
Southern Bell
Hazen and Sawyer, Environmental Engineers and Scientists
Associated Parking Systems
Copley Plaza Inc.
Franklin Hotel
Quick Park Inc.
Casa Casuarina
Wallscape Media
Pacific Coast Insurance Group
AAA
Briar Bay Inc.
AgencyURS/O'Brien Krietzberg, Professional Program and Construction Managers
Atlantic Broadband
The Setai Hotel
Lehman Brothers
The National Hotel
The Shore Club
Barton G
The Forge
Market America
Canyon Ranch
Suntrust
Hebrew Homes
Plaza Health Network
Joe's Stone Crabs
Mynt Lounge
The Bar, Coral Gables
Humana, Miami Beach Resort & Spa

Section G

CORPORATE STANDING & AUTHORIZED SIGNATORY

See attached.

Section H

FORMS & ATTACHMENTS

See attached.

BUSINESS LICENSES & BAR NUMBERS

MEMBER PROFILE

Robert L Switkes

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

241059

Mail Address:

Robert L. Switkes & Associates, P.A.

407 Lincoln Rd

Miami Beach, FL 33139-3020

Office: **305-534-4757**

Cell: **305-534-4757** - No Text Messages

Fax: 305-538-5504

Email:

rswitkes@switkeslaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/241059>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

11/18/1977

10-Year Discipline History:

None

Law School:

University of Miami School of Law

Sections:

Labor and Employment Law

Trial Lawyers

Federal Courts:

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court, Southern District of Florida

Firm:

Robert L. Switkes & Associates, P.A.

Firm Size:

2-5

Firm Position:

Managing Partner

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

SECTION MEMBER PROFILE

Bradley Francis Zappala

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

111829

Mail Address:

Switkes & Zappala, P.A.
407 Lincoln Rd Ph SE
Miami Beach, FL 33139-3029

Office: **305-534-4757**

Fax: 305-538-5504

Email:

bzappala@switkeslaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/111829>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

09/23/2014

10-Year Discipline History:

None

Law School:

University of Miami School of Law, 2014

Sections:

Business Law

Labor and Employment Law

Trial Lawyers

Young Lawyers

Federal Courts:

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court, Southern District of Florida

Firm:

Switkes & Zappala, P.A.

Firm Position:

Partner/Shareholder

Firm Website:

<http://switkeslaw.com>

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.



N/A January 14, 2019

**RENEWAL
RECEIPT: 5466230
STATE #**

SEC	TYPE OF BUSINESS
ASS	P.A./CORP/PARTNERSHIP/FIRM
4	

407 LINCOLN RD PH SE
MIAMI BEACH, FL 33139

NAICS CODE: 813920

APPLICATION DETAILS	
FEE	AMOUNT
Receipt Fee	30.00
UMSA Fee	0.00
Beacon Council Fee	15.00
Bingo Permit Fee	0.00
Nightclub Permit Fee	0.00
Multi-Municipal Contractor Fee	0.00
Restricted Contractor Fee	0.00
Library Fee	0.00
Transfer Fee	0.00
Doing Business without a License Penalty	0.00
Late Penalty	0.00
Collection Cost	0.00
NSF Fee	0.00
Prior Years Due	0.00
Amount Recently Paid	- 45.00
TOTAL AMOUNT DUE:	0.00

To pay online go to www.miamidade.gov/taxcollector

To pay by mail, make check payable to:

Miami-Dade County Tax Collector

Business Tax

200 NW 2nd Avenue, 3rd Floor

Miami FL 33128

To pay in person go to:

200 NW 2nd Avenue, 1st Floor

(305) 270-4949

local.businessstax@miamidade.gov

A service fee of not less than \$25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

N/A January 14, 2019

5230404



**RENEWAL
RECEIPT: 5466230
STATE #**

BUS. COMMENCEMENT DATE:01/01/2004

SEC TYPE OF BUSINESS
ASS P.A./CORP/PARTNERSHIP/FIRM

OWNER/CORP.
ROBERT L SWITKES & ASSOCIATES PA
C/O ROBERT L SWITKES, PRES

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I HAVE BEEN INFORMED OF ALL ZONING RESTRICTIONS IMPOSED ON THIS RECEIPT. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

ROBERT L SWITKES & ASSOCIATES PA
C/O ROBERT L SWITKES, PRES
407 LINCOLN RD PH SE
MIAMI BEACH, FL 33139

SIGNATURE REQUIRED

SEE INSTRUCTIONS ABOVE

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

<i>If Received By</i>	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019	Apr 30, 2019
<i>Please Pay</i>	\$0.00	\$0.00	\$0.00	\$0.00

[illegible]

CITY OF MIAMI BEACH
CERTIFICATE OF USE, ANNUAL FIRE FEE, AND BUSINESS TAX RECEIPT

1700 Convention Center Drive
 Miami Beach, Florida 33139-1819

TRADE NAME: SWITKES & ZAPPALA, P.A.
 DBA: SWITKES, ROBERT L

LICENSE NUMBER: RL-89123903

Beginning: 11/06/2019

IN CARE OF: ROBERT L SWITKES
 ADDRESS: 407 Lincoln Rd Ph Se
 MIAMI BEACH, FL 33139

Expires: 09/30/2020
 Parcel No: 0232340720001

TRADE ADDRESS: 407 Lincoln Rd, Ph Se

A penalty is imposed for failure to keep this Business Tax Receipt exhibited conspicuously at your place of business.

A Business Tax Receipt issued under this article does not waive or supersede other City laws, does not constitute City approval of a particular business activity and does not excuse the licensee from all other laws applicable to the licensee's business.

Code	Business Type
95006265	PROFESSIONAL ASSOCIATION, CORPORATION
95001600	ATTORNEYS

--	--

This Receipt may be transferred:

A. Within 30 days of a bonafide sale, otherwise a complete annual payment is due.

B. To another location within the City if proper approvals and the Additional Information

Storage Locations

FROM: CITY OF MIAMI BEACH
 1700 CONVENTION CENTER DRIVE
 MIAMI BEACH, FL 33139-1819

PRESORTED
 FIRST CLASS
 U.S. POSTAGE
 PAID
 MIAMI BEACH, FL
 PERMIT No 1525

SWITKES & ZAPPALA, P.A.
 407 Lincoln Rd, Ph S.E.
 MIAMI BEACH, FL 33139-3002

MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC # **308-2020**

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 11, 2020

SUBJECT: **Changes to FY 2021 Business Tax Receipt Renewal Process**

The purpose of this LTC is to advise the City Commission regarding proposed changes to the City's annual renewal process for Business Tax Receipts (BTR). These changes are recommended to help our local businesses manage the financial challenges from COVID-19.

BTR's are issued annually in accordance with Florida Statutes Chapter 205, as well as, locally governed by Article V, Section 102 of the Code of the City of Miami Beach. BTR's typically generate approximately \$5 million a year of revenue to the General Fund.

Chapter 205 states that Business Tax Receipts are due and payable on or before September 30th of each year and expire on September 30th of the succeeding year. Typically, the City mails and emails its 7,000 businesses their annual renewal notices in the Summer preceding the September 30th deadline.

The following changes are recommended for the FY 2021 annual BTR renewal process:

- Extending the current FY 2020 BTR expiration dates from September 30, 2020 to December 31, 2020 (providing businesses an additional three months of economic recovery).
- Providing an option for businesses to split the FY 2021 BTR renewal from one payment to two payments and extending the due dates.
 - Payment 1 due: December 31, 2020 (half of the renewal fee)
 - Payment 2 due: March 31, 2021 (half of the renewal fee)

Should you have any inquiries regarding the proposed changes to the annual BTR renewal process for FY 2021, please contact John Woodruff, Chief Financial Officer.

JLM/JW

PROOF OF CORPORATE STANDING & AUTHORIZED SIGNATORY



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SWITKES & ZAPPALA P.A.

Filing Information

Document Number	P13000037691
FEI/EIN Number	46-2689179
Date Filed	04/26/2013
Effective Date	04/26/2013
State	FL
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	10/26/2018
Event Effective Date	NONE

Principal Address

407 LINCOLN ROAD
PENTHOUSE SOUTHEAST
MIAMI BEACH, FL 33139

Mailing Address

407 LINCOLN ROAD
PENTHOUSE SOUTHEAST
MIAMI BEACH, FL 33139

Registered Agent Name & Address

SWITKES, ROBERT L
407 LINCOLN ROAD
PENTHOUSE SOUTHEAST
MIAMI BEACH, FL 33139

Officer/Director Detail

Name & Address

Title P

SWITKES, ROBERT L
407 LINCOLN ROAD PH SE
MIAMI BEACH, FL 33139

Title Administrator

Switkes, Liliana V
407 Lincoln Road
PH-SE
Miami Beach, FL 33139

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	01/25/2019
2020	01/15/2020

Document Images

01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
10/26/2018 -- Name Change	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- Domestic Profit	View image in PDF format

PROOF OF INSURANCE

**LAWYERS PROFESSIONAL LIABILITY INSURANCE
POLICY DECLARATIONS****Policy Number**

20MCFL000435

Issuing CompanyMedmarc Casualty Insurance Company
4795 Meadow Wood Lane, Suite 335 West
Chantilly, VA 20151
(A Stock Company)**1 Named Insured and Address**Switkes & Zappala P.A.
407 Lincoln Road Penthouse Southeast
Miami Beach, FL 33139**2 Policy Period**Effective Date: 7/18/2020
Expiration Date: 7/18/202112:01 A.M. Standard Time at the address
of the Named Insured as stated herein.**3 Retroactive Date**

7/18/1989

Unless indicated otherwise in an
Endorsement attached to this **policy****4 Limit of Liability**\$2,000,000.00 Each Claim
\$2,000,000.00 Aggregate**5 Deductible**\$15,000.00 Each Claim
\$15,000.00 Aggregate**6 Premium**

\$13,644.00

7 Fees (if applicable)

\$0.00

Issue Date: 06/18/2020

**FIRST DOLLAR DEFENSE ENDORSEMENT
(DAMAGES ONLY DEDUCTIBLE)**

NAMED INSURED: Switkes & Zappala P.A.

This endorsement, effective 12:01 A.M. 7/18/2020

forms a part of Policy No. 20MCFL000435

Issued by: Medmarc Casualty Insurance Company

Endorsement No.: 0

(The attaching clause needs to be completed only when this endorsement is issued subsequent to the preparation of the **policy**.)

This **policy** is amended as follows:

Section 5.4. DEDUCTIBLE of this **policy** is deleted and replaced by the following:

The Deductible amounts shown in Item 5 of the Declarations apply to each **claim** and in the Aggregate for the **policy period** and are in excess of the Limit of Liability shown in Item 4 of the Declarations. The Per Claim deductible applies to all **damages** and shall be paid by the **Named Insured** within thirty (30) days of written demand. The Aggregate Deductible amount is the most the **Named Insured** shall pay for the sum of all **damages** for all **claims** first made and reported to the **Company** during the **policy period** or an extended reporting period. In the event the **Company** in its sole discretion pays on behalf of an **Insured** all or part of the Deductible, the **Named Insured** shall reimburse the **Company** for the amount of the payment within thirty (30) days after written demand. The **Named Insured** agrees to pay all costs, including attorneys' fees and court costs, incurred by the **Company** in collecting any reimbursement.

All other terms and conditions of this **policy** remain unchanged.

Issue Date: 6/18/2020

SCHEDULE OF LAWYERS ENDORSEMENT

NAMED INSURED: Switkes & Zappala P.A.

This endorsement, effective 12:01 A.M. 7/18/2020 forms a part of Policy No. 20MCFL000435

Issued by: Medmarc Casualty Insurance Company Endorsement No.: 0

(The attaching clause needs to be completed only when this endorsement is issued subsequent to the preparation of the **policy**.)

This **policy** is amended as follows:

Each lawyer named below shall be an **Insured** under this **policy** but only with respect to **claims** involving acts, errors, or omissions in rendering or failing to render **professional services** on or after the **Retroactive Date** specified below:

Name	Retroactive Date
Bradley Zappala	10/20/2014
Mary Jane Marrero	08/14/2018
Robert Switkes	07/18/1989

All other terms and conditions of this **policy** remain unchanged.

Issue Date: 6/18/2020

PRACTICEGUARD® ENDORSEMENT

NAMED INSURED: Switkes & Zappala P.A.

This endorsement, effective 12:01 A.M. 7/18/2020

forms a part of Policy No. 20MCFL000435

Issued by: Medmarc Casualty Insurance Company

Endorsement No.: 0

(The attaching clause needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

This **policy** is amended as follows:

Section 5. LIMIT OF LIABILITY is amended to include:

5.10. PRACTICEGUARD®

5.10.1. WHAT BENEFITS THIS ENDORSEMENT PROVIDES TO THE NAMED INSURED

a) Total Disability of an Insured Person

If an **Insured Person** becomes and remains **totally disabled** as a result of physical **injury** or **sickness**, the **Company** will pay a benefit of \$5,000 monthly to the **Named Insured** after the **waiting period** has expired, for a period up to the **maximum benefit period** and in an amount not to exceed the **maximum endorsement benefit**. Any benefit payable for less than one month will be calculated at a daily rate of 1/30th of the monthly benefit. All benefits paid by the **Company** for **total disability** of an **Insured Person** will reduce the amount of the **maximum endorsement benefit**. The **total disability** benefit will be paid to the **Insured Person** in the event the **Named Insured** ceases active operations.

b) Accidental Death Benefit

If an **Insured Person** suffers an **accidental death**, the **Company** will pay the **Named Insured** a lump sum of \$50,000 less any portion of the **maximum endorsement benefit** already paid at the time of **accidental death**, not to exceed the aggregate limit of \$100,000 per **policy period**.

c) End of Benefits

No benefits will be provided by this endorsement after the **maximum endorsement benefit** has been paid or for any periods of **total disability** after the **maximum benefit period** has expired.

d) End of Coverage

Coverage under this endorsement with respect to each **Insured Person** will end on the earliest of the following:

- (i) the date the **Insured Person** dies or is no longer employed by the **Named Insured** (except as provided for in Paragraph b) of Section 5.10.1);
- (ii) the date that there is a change of more than 50% ownership of the **Named Insured**;

- (iii) the date the **Named Insured** ceases active operation (except as provided for in Paragraph a) of Section 5.10.1); or
- (iv) the end of the **policy period**.

5.10.2. DEFINITIONS

Accidental death means death as a result of a single, sudden, unexpected, unusual, specific event giving rise to accidental bodily harm that occurs at an identifiable time and place.

Disability or disabled refers to continuing periods of **total disability**.

Doctor means any licensed allopathic or osteopathic medicine practitioner in the United States, but only if the **doctor** is not a member of an **Insured Person's** immediate family.

Doctor's care means medically appropriate, regular care rendered by a **doctor** for the condition causing the **disability** and intended to return the **Insured Person** to employment.

Injury means accidental bodily harm or impairment that first occurs or manifests itself during the **policy period**.

Insured Person means a lawyer who, at the time this endorsement is issued, works 20 hours per week or more as a partner, limited liability partner, limited liability company member, officer, director, stockholder, employee, or independent contractor of the **Named Insured**.

Maximum benefit period means 10 months, the longest period of time for which the **Company** will pay benefits for all periods of **disability** (including all concurrent and recurrent **disabilities**) after the **waiting period** has expired.

Maximum endorsement benefit means the most the **Company** will pay for all periods of **disability** (including all concurrent and recurrent **disabilities**) and/or **accidental death**. The **maximum endorsement benefit** is \$50,000 per **Insured Person** with an aggregate limit of \$100,000 per **policy period**.

Mental disorder and/or substance abuse disorder means any mental and/or substance abuse disorder classified in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association or any replacement of this Manual.

Occupation means the job(s) that the **Insured Person** is fit to perform because of his or her education, training, or experience.

Pre-existing condition means a physical injury, sickness, or other condition that, within 24 months prior to the **Insured Person** first being covered under this endorsement, caused the **Insured Person** to seek diagnosis, treatment, or consultation with, or receive medical care, treatment, services, or supplies from a **doctor** or other licensed healthcare provider or take legally prescribed medications. It also means physical injury, sickness, or other condition for which, in the 24-month period prior to the **Insured Person** first being covered under this endorsement, caused symptoms that would cause a reasonably prudent person to seek medical attention.

Sickness means physical infirmity or disease that gives rise to **total disability** of the **Insured Person** during the **policy period** and is not excluded due to a **pre-existing condition**.

Total disability or totally disabled means that, because of physical **injury** or **sickness**, the **Insured Person**, during the **policy period**, both: a) is completely unable to engage in any **occupation**; and b) is receiving **doctor's care** for the condition causing the **total disability**. The **Company** may waive this **doctor's care** requirement if the **Company** determines that the **total disability** is reasonably expected to continue for the **maximum benefit period**.

Waiting period means 60 days, the length of time the **Insured Person** must be **totally disabled** before the benefits will be paid under this endorsement. A new **waiting period** is required if after the end of **total disability**, the **Insured Person**, both: a) has returned to work full-time at his or her **occupation** and has performed all the primary duties of that **occupation**; and b) the later period of **total disability** begins more than 6 months after the end of the prior period of **total disability**. A new **waiting period** will also be required if the later **total disability** is due to a cause unrelated to the cause of the prior **total disability**.

Terms appearing in **boldface print** that are not defined in this endorsement have the meaning given in Section 1 of the **policy**.

5.10.3. EXCLUSIONS

The **Company** will not pay benefits for any **total disability** or **accidental death** that is:

- a) due to an act of war, including an undeclared war;
- b) due to normal pregnancy or childbirth (complications of pregnancy are covered);
- c) due to an **injury** involving illegal activity by the **Insured Person**;
- d) due to a **mental disorder and/or a substance abuse disorder** unless the **Insured Person** is confined for 60 consecutive days in a State-licensed mental health facility;
- e) due to a self-inflicted **injury** or attempted suicide;
- f) due to a **pre-existing condition**;
- g) due to operating, learning to operate, or serving as a pilot or crew member of any aircraft; or
- h) the result of the **Insured Person's** being under the influence of alcohol or illegal drugs; or
- i) death as a result of diagnosis or treatment of a physical or mental illness or other medical treatment.

5.10.4. CONDITIONS

- a) The **Named Insured** or an authorized representative must provide a written statement to the **Company** detailing the nature and extent of the **injury**, **sickness**, or **accidental death** for which benefits are sought within 90 days of an **accidental death** or the commencement of the **Insured Person's total disability**. In the event the **Insured Person** is legally incapacitated, the written statement must be provided within one year after the **Insured Person's total disability** commences.
- b) A request for benefits shall give the **Company** the right of access to all personal medical records, tests, and reports of the **Insured Person** as may be reasonably required to confirm the **Insured Person's total disability**. Failure to provide access to the **Company** shall be deemed a waiver of right to benefits under this endorsement.
- c) A request for benefits due to **accidental death** shall give the **Company** the right of access to the **Insured Person's** certified death certificate. Failure to provide access to the **Company** shall be deemed a waiver of right to benefits under this endorsement.

- d) If the **Insured Person's total disability** is reasonably expected to continue, the **Company** may require periodic written proof as a condition to paying any benefits.
- e) The **Company** may, at its own expense and as often as it may reasonably require, have a **doctor** of its choosing examine the **Insured Person** seeking benefits. A **Company** representative may personally interview the **Insured Person** as often as reasonably necessary as a condition of paying any benefits.
- f) If the **total disability** commences more than 24 months after the **Insured Person** first becomes continuously covered under this endorsement, the **Company** will not deny benefit for **total disability** on the basis of a **pre-existing condition**.
- g) Any payments made by the **Company** under this endorsement are in addition to the Limit of Liability in Item 4 of the Declarations and are not subject to any Deductible.

All other terms and conditions of this **policy** remain unchanged.

Issue Date: 6/18/2020

CYBER RISK INSURANCE ENDORSEMENT**NAMED INSURED:** Switkes & Zappala P.A.

This endorsement, effective 12:01 A.M. 7/18/2020

forms a part of Policy No. 20MCFL000435

Issued by: Medmarc Casualty Insurance Company

Endorsement No.: 0

(The attaching clause needs to be completed only when this Endorsement is issued subsequent to the preparation of the **policy**.)

This **policy** is amended as follows:

This Endorsement adds cyber risk insurance coverage to the **policy**. The following changes to the terms, conditions, and exclusions apply only to cyber risk insurance coverage and do not affect other coverages under the **policy**. All other terms, conditions and exclusions of the **policy** remain unchanged and apply in full force and effect.

1. The Declarations of this **policy** (Form LCP101) is amended by adding the following:

To Item 3: Cyber Retroactive Date applicable to **claims for cyber injury or data breach expenses**:

7/18/2019

To Item 4: Cyber Limit of Liability applicable to **claims for cyber injury or data breach expenses**

\$25,000 Each Claim

\$25,000 Aggregate

To Item 5: Cyber Deductible applicable to **claims for cyber injury or data breach expenses**

\$2,500 Each Claim

N/A Aggregate

2. Solely with respect to the coverage provided in this Endorsement, **SECTION 1. DEFINITIONS** of this **policy** is amended as follows:

- a) The definition of **claim** is deleted and replaced by the following:

Claim means:

- (i) a demand or suit for **damages** received by the **Insured**, including any arbitration proceedings to which the **Insured** is required to submit or to which the **Insured** has submitted with the **Company's** consent;
- (ii) a criminal, disciplinary, administrative or regulatory proceeding commenced by the filing of a complaint or similar pleading, or in the case of a criminal proceeding the return of an indictment, information or similar document or discovery; and
- (iii) discovery by the **Insured** of a **data breach**.

- b) The definition of **claim expense(s)** is deleted and replaced by the following:

Claim expense(s) means all expenses incurred by or with the written consent of the **Company** in the investigation, adjustment, defense, or appeal of a **claim**, including but not limited to fees charged by a lawyer, mediator, or arbitrator; costs taxed against an **Insured** for a **claim** covered by this **policy**; interest on that part of any covered judgment that does not exceed the applicable limit of liability; and commercially reasonable premiums on appeal bonds, the principal amount of which shall not exceed the applicable limit of liability (but the **Company** shall have no obligation to apply for, guarantee, or furnish such bonds). **Claim**

expenses do not include salaries and benefits of employees or officials of the **Company**, or supervisory counsel retained by the **Company**.

- c) The definition of **damages** is deleted and replaced by the following:

Damages means any monetary judgments, awards, fines, penalties, or settlements, including:

- (i) fines, sanctions, penalties, punitive damages, exemplary damages, or any award resulting from the multiplication of compensatory damages where insurable by law, provided that for the purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages shall be applied;
- (ii) sums of money the **Insured** is legally obligated to pay as an award or fund to redress affected consumers or clients due to an adverse judgment or settlement involving a regulatory or disciplinary proceeding where insurable by law, provided that for the purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages shall be applied; and
- (iii) fines or penalties that are owed under the terms of a merchant services agreement, but only where such fines or penalties result from **cyber injury** causing noncompliance with Payment Card Industry (PCI) Data Security Standards or similar standards.

Damages does not mean and shall not include:

- (i) the return or restitution of legal fees, costs, and expenses charged by the **Insured**;
- (ii) any client funds allegedly misappropriated, whether by an **Insured** or any other person, and whether intentionally or not, or interest thereon; or
- (iii) the **Insured's** future royalties or profits, restitution, disgorgement of profits by the **Insured**, or the costs of complying with orders granting injunctive relief.

- d) The following defined terms are added to this Endorsement:

Computer system(s) means any electronic, wireless, mobile, web, or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic, or wireless format, including but not limited to computer programs, electronic data processing media, electronic data, electronic data communications equipment, operating systems, computer network and networking equipment, firmware, servers, websites, intranet, extranet, and all input, output, processing, storage, and on-line or off-line media libraries, music, graphic, entertainment, and other content (to the extent that they hold electronic data) and electronic backup equipment.

Confidential information means proprietary or private information transmitted, disseminated, or stored in any manner or medium, including but not limited to:

- (i) information subject to attorney-client privilege or attorney work-product doctrine, client information, evidence, background research, legal strategies, expert materials, legal filings, contracts, agreements, and settlement documents;
- (ii) business data, commercial financial data, FEIN numbers, tax data, employment data, account numbers, account histories, passwords, security codes, competitive data, marketing data, strategies and planning data, research and development data, product data, vendor data, contractor data, and customer data;
- (iii) trade secrets, patent applications, proprietary data, designs, forecasts, formulas, methods, practices, processes, records, reports, and other non-public information; and
- (iv) data subject to a non-disclosure agreement or contractual provision that stipulates the confidentiality of data.

Cyber injury means any act, error, or omission resulting in any of the following:

- (i) a **data breach**;

- (ii) failure to notify or warn any person or organization of an actual or possible **data breach**;
- (iii) wrongful collection of **personally identifiable non-public information** or **confidential information**;
- (iv) failure to comply with, or a breach of, the **Insured's** written privacy policy;
- (v) violation of any regulation or law relating to (1) the collection, storage, security, use, or disposal of private information; (2) identity theft protection, remediation, or prevention; or (3) notification of actual or possible privacy breaches;
- (vi) breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of data, as a result of an incident described in paragraphs (i) through (v) above;
- (vii) breach of a merchant credit card services agreement due to the **Insured's** noncompliance with published PCI Data Security Standards and caused by a **data breach**;
- (viii) the unauthorized use, alteration, corruption, destruction, deletion, damage, loss, or spoilage of data;
- (ix) the unplanned or unscheduled inability of others, who are authorized by the **Insured** to do so, to access the **Insured's computer system**;
- (x) failure of the **Insured's computer system** security to prevent transmission of a computer virus to others; or a hacker attack, denial of service attack or other computer attack against others;
- (xi) false attribution of authorship, passing off, plagiarism, piracy, or misappropriation of property rights, ideas or information involving the **Insured's** publishing or advertising; and
- (xii) infringement of copyright, mask works, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name, or trade name involving the **Insured's** publishing or advertising.

Data breach(es) means theft, mysterious disappearance, unauthorized access, unauthorized use, loss, or accidental or unauthorized disclosure of **personally identifiable non-public information** or **confidential information** transmitted, disseminated, or stored in any manner, format, or medium that is in the care, custody, or control of the **Insured** or a third party that is holding, hosting, storing, maintaining, processing, disposing of, or transmitting such information on behalf of the **Insured**. A **data breach** that is continuing in nature shall be deemed to have occurred only on the date on which that **data breach** or series of related **data breaches** began and not on any subsequent date. Related **data breaches** shall be deemed to have occurred on the date that the earliest of such **data breaches** began.

Data breach expenses means any of the following reasonable and necessary expenses the **Insured** is either legally obligated to pay, or not legally obligated to pay, but elects to incur to mitigate damage to the **Insured's** reputation or mitigate or avoid a **claim** following a **data breach**:

- (i) cost to conduct forensics to identify the source and scope of the **data breach**;
- (ii) cost to hire legal counsel to advise on the applicability and actions necessary to comply with the **Insured's** ethical, professional, and regulatory requirements as well as identity theft, privacy, and privacy breach notification laws following a **data breach**;
- (iii) cost to hire a public relations consultant to advise on, design, implement, and execute a public relations response to a **data breach**;
- (iv) cost to notify individuals or organizations of an actual or suspected **data breach**;
- (v) cost to establish a credit monitoring service, identity theft assistance, identity theft remediation, fraud resolution, and help line for a period of up to 12 months from the date of enrollment in such services for individuals who are impacted by a **data breach**;
- (vi) cost to procure identity theft insurance for individuals who are impacted by a **data breach**; and
- (vii) cost to establish a crisis communication call center.

Insured's computer system means a **computer system** that is:

- (i) operated by and owned, rented, or leased by the **Named Insured**; or
- (ii) operated by third parties and used for holding, hosting, storing, maintaining, managing, transmitting, or processing on the **Named Insured's** behalf.

Personally identifiable non-public information means:

- (i) information transmitted, disseminated, or stored in any manner or medium that allows an individual to be uniquely identified, including but not limited to an individual's name, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, other financial account numbers, address, telephone number, IP address, email address, account number, account histories, passwords, and security codes; and
 - (ii) other nonpublic personal information as defined in applicable local, state, federal, or international law relating to:
 - a) the collection, control, security, use, or disposal of private information;
 - b) identity theft protection; and
 - c) notification of actual or possible privacy breaches.
- e) Terms appearing in **boldface print** that are not defined in this Endorsement have the meaning given in Section 1 of the **policy**.

3. WHAT BENEFITS THIS ENDORSEMENT PROVIDES

- a) The **Company** will pay on behalf of the **Insured**, subject to the Cyber Limit of Liability shown in Item 4 above and in excess of the Cyber Deductible shown in Item 5 above, all sums that the **Insured** shall become legally obligated to pay as **damages** and **claims expense** because of any **claim** or **claims** involving **cyber injury**, first made against the **Insured** and first reported to the **Company** during the **policy period**, involving any act, error or omission by the **Insured** or by any person or entity for whose acts, errors, or omissions the **Insured** is legally responsible, provided that the act, error, or omission first occurred on or after the Cyber Retroactive Date shown in Item 3 above, and that no **Insured** knew or should have known of facts that reasonably could have been expected to result in a **claim** prior to the effective date of this Endorsement.
 - b) The **Company** will pay up to the Cyber Limit of Liability shown in Item 4 above, and in excess of the Cyber Deductible shown in Item 5 above, reasonable and necessary **data breach expenses** incurred by the **Insured** as a result of any **claim** or **claims** first discovered by the **Insured** and first reported to the **Company** during the **policy period**.
 - c) An act, error, or omission that is continuing in nature shall be deemed to have occurred only on the date on which that act, error, or omission or series of related acts, errors, or omissions began and not on any subsequent date. Related acts, errors, or omissions shall be deemed to have occurred on the date that the earliest of such acts, errors, or omissions began.
4. Solely with respect to the coverage provided in this Endorsement, **SECTION 4. EXCLUSIONS** of this **policy** is amended as follows:
- a) Exclusions h), l), m) and o) are deleted from **Section 4.1 WHAT THIS POLICY DOES NOT INSURE**.
 - b) **Section 4.1. WHAT THIS POLICY DOES NOT INSURE** is amended to include:
 - u) any **claim** for bodily injury, physical injury, sickness, disease, mental or emotional distress, or death of any person, or physical injury to or destruction of any tangible property or loss of use resulting therefrom; provided that this exclusion shall not apply to emotional distress or mental anguish involving any actual or alleged **cyber injury**;
 - v) any **claim** made by any **Insured** against another **Insured**; provided that this exclusion shall not apply to any **claim** brought by an **Insured** against another **Insured** due to an actual or alleged **data breach**;
 - w) any **claim** involving the liability of another person or entity that any **Insured** assumes through a written or oral agreement, provided that this exclusion shall not apply to : (1) any liability that would be

imposed on the **Insured** by law in the absence of the written or oral agreement; or (2) a breach of the **Insured's** privacy policy;

- x) any **claim** involving antitrust, restraint of trade, unfair competition, false, deceptive, or unfair business practices, violation of consumer protection laws, or deliberately false or deceptive advertising; provided that this exclusion shall not apply to any **claim** due to an actual or alleged **data breach**;
- y) any **claim** involving war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of or amounting to an uprising, military action, or usurped power;
- z) any **claim** involving ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof, or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- aa) any **claim** involving infringement or misappropriation of any patent or trade secret; provided that this exclusion shall not apply to any **claim** alleging infringement or misappropriation of a trade secret due to an actual or alleged **data breach**;
- bb) any **claim** involving an action brought by or on behalf of ASCAP, SESAC, BMI, or other licensing organizations in such entity's regulatory, quasi-regulatory, or official capacity, function, or duty; provided that this exclusion shall not apply to any **claim** due to an actual or alleged **data breach**; and
- cc) any **claim** involving satellite failures; electrical or mechanical failures and/or interruption, including but not limited to electrical disturbance, spike, brownout, or blackout; and outages to gas, water, telephone, cable, telecommunication, or other infrastructure, unless such infrastructure is under the **Insured's** operational control.

- 5. Solely with respect to the coverage provided in this Endorsement, the following provisions of **SECTION 5. LIMIT OF LIABILITY** of this **policy** do not apply: **SECTIONS 5.5. MEDIATION, 5.6. ATTORNEY DISCIPLINE DEFENSE, 5.7. INSURED'S REIMBURSEMENT ALLOWANCE, 5.8. EMPLOYMENT PRACTICES DEFENSE, and 5.9. SUBPOENA ASSISTANCE.**
- 6. Solely with respect to the coverage provided in this Endorsement, **SECTION 6. EXTENDED REPORTING PERIOD OPTION** of this **policy** does not apply.
- 7. Solely with respect to the coverage provided in this Endorsement, **SECTION 7. CLAIMS** of this **policy** is amended as follows:
 - a) **SECTION 7.2. ASSISTANCE AND COOPERATION OF THE INSURED** of this **policy** is deleted and replaced by:

All **Insureds** must cooperate with the **Company** for purposes of investigation, mitigation, and defense. An **Insured's** duty to cooperate includes but is not limited to:

- (i) preparing for and attending meetings, hearings, depositions, and trials and providing documents, testimony, and other evidence;
- (ii) making employees available to prevent and mitigate **claims** or **data breaches** or circumstances that might lead to **claims** or **data breaches**; and
- (iii) taking all reasonable precautions to prevent and mitigate **claims** and **data breaches** at all times.

An **Insured** shall not make any payment, admit any liability, waive any rights, settle any **claims**, assume any obligations, or incur any **data breach expense** or expense relating to **claims** reported under this **policy** without the prior written consent of the **Company**. Notwithstanding the foregoing, compliance with a data breach notice law shall not be considered as an admission of liability for the purposes of this clause.

All other terms and conditions of this **policy** remain unchanged.

Issue Date: 06/18/2020

STATE AMENDATORY ENDORSEMENT - FLORIDA**NAMED INSURED:** Switkes & Zappala P.A.

This endorsement, effective 12:01 A.M. 7/18/2020

forms a part of Policy No. 20MCFL000435

Issued by : Medmarc Casualty Insurance Company

Endorsement No.: 0

(The attaching clause needs to be completed only when this endorsement is issued subsequent to the preparation of the **policy**.)

This **policy** is amended as follows:**1. Section 8.6. CANCELLATION OR NONRENEWAL** of this **policy** is deleted and replaced by the following:**8.6.1. This policy may be canceled:**

- a) by the **Named Insured** at any time by mailing or delivering to the **Company** advance notice of cancellation, in which case the **Company** shall refund the excess of paid premium or assessment above the pro rata rates for the expired time; or
- b) by the **Company**, in which case the return premium will be calculated on a pro rata basis, by mailing to the **Named Insured's** last known address, with postage fully prepaid:
 - (i) 10 days' written notice of cancellation for nonpayment of premium;
 - (ii) 10 days' written notice of cancellation for material misstatement or misrepresentation if this **policy** has been in effect for less than ninety (90) days;
 - (iii) 20 days' written notice of cancellation for any other reason if this **policy** has been in effect for less than ninety (90) days; or
 - (iv) 45 days' written notice of cancellation for any reason other than nonpayment of premium if this **policy** has been in effect for ninety (90) days or more, but if this **policy** has been in effect for ninety (90) days or more, the **Company** may cancel the **policy** only for one or more of the following reasons without the prior written consent of the **Named Insured**:
 - nonpayment of premium;
 - material misstatement or misrepresentation by an **insured**;
 - failure to comply with underwriting requirements established by the **Company** within ninety (90) days' of the **policy's** effective date;
 - substantial change in the risk covered by the **policy**; or
 - the **Company** is cancelling all insureds under such policies in a given class.

8.6.2. The minimum earned premium shall be the pro rata premium for the expired time.

8.6.3. If the Company decides not to renew this policy, or to increase current policy premium, the Company will mail written notice to the Named Insured at least forty-five (45) days before the expiration date. Changes in the terms available on renewal will not be considered a nonrenewal of this policy.

All other terms and conditions of this **policy** remain unchanged.

Issue Date:6/18/2020

**LawyerCare® Professional Liability Policy
For Lawyers and Law Firms
Claims-Made Form**

This is a Claims Made and Reported Policy. Subject to all its terms and conditions, this **policy** applies only to those **claims** that are both first made against an **Insured** and reported to the **Company** during the **policy period** or an extended reporting period.

SECTION 1. DEFINITIONS

Claim means a demand or suit for **damages** received by the **Insured**, including any arbitration proceedings to which the **Insured** is required to submit or to which the **Insured** has submitted with the **Company's** consent.

Claim expense(s) means all expenses incurred by or with the written consent of the **Company** in the investigation, adjustment, defense, or appeal of a **claim**, including but not limited to fees charged by a lawyer, mediator, or arbitrator; costs taxed against an **Insured** for a **claim** covered by this **policy**; interest on that part of any covered judgment that does not exceed the applicable limit of liability; and commercially reasonable premiums on appeal bonds, the principal amount of which shall not exceed the applicable limit of liability (but the **Company** shall have no obligation to apply for, guarantee, or furnish such bonds). **Claim expenses** do not include salaries and benefits of employees or officials of the **Company**, or supervisory counsel retained by the **Company**, nor the cost of providing a defense for grievance hearings or disciplinary proceedings of any kind.

Company means the insurance company shown in the Declarations and its successors or assigns.

Continuous coverage effective date means the effective date of the earliest **policy** issued by the **Company** to the **Insured** that is followed by a continuous and unbroken period in which the **Company** provided professional liability insurance coverage to the **Insured**.

Damages means monetary judgments, awards, or settlements, but does not include (a) the return or restitution of legal fees, costs, and expenses charged by the **Insured**; (b) any client funds allegedly misappropriated, whether by an **Insured** or any other person, and whether intentionally or not, or interest thereon; or (c) fines, sanctions, penalties, punitive damages, exemplary damages, or any award resulting from the multiplication of compensatory damages, imposed against any **Insured**, any client of an **Insured**, or any other person or entity.

Employment practices means those practices of any **Insured** alleged to have involved discrimination, harassment, wrongful termination, wrongful failure to hire or promote, or any other violation of federal or state employment laws.

Formal mediation means the voluntary process by which a qualified professional mediator, chosen by parties to a **claim** with consent of the **Company**, meets with and intercedes between the parties in an attempt to resolve the **claim**. **Formal mediation** does not include litigation, facilitation, arbitration, or any court-mandated or court-imposed mediation.

Insured means (1) the **Named Insured**; or (2) any **Predecessor Firm**; or (3) any lawyer who is a partner, limited liability partner, limited liability company member, officer, director, stockholder, employee, or independent contractor of the **Named Insured**, solely while acting in a professional capacity on behalf of the **Named Insured** or any **Predecessor Firm**; or (4) any lawyer who was a partner, limited liability partner, limited liability company member, officer, director, stockholder, employee, or independent contractor of the **Named Insured** or any **Predecessor Firm**, solely while acting in a professional capacity on behalf of the **Named Insured** or any **Predecessor Firm**; or (5) any non-lawyer who was or is an employee of the **Named Insured** or any **Predecessor Firm**, solely while acting within the scope of their employment on behalf of the **Named Insured** or any **Predecessor Firm**; or (6) any past or present "of counsel" lawyer, solely while acting in a professional capacity on behalf of the **Named Insured** or any **Predecessor Firm**; or (7) the heirs, assigns, and legal representatives of an **Insured** in the event of the **Insured's** death, incapacity, or bankruptcy, to the extent that the **Insured** would have been covered.

Investment advice means giving advice regarding the value of an investment; or recommending investment in, purchase of, or sale of a particular investment; or managing any investment; or buying or selling any investment for another; or acting as a broker for a borrower or lender; or performing economic analysis of any investment; or inducing others to make a particular investment; or giving advice where the compensation for such advice is contingent upon the performance of a particular investment.

Named Insured means the firm or individual lawyer shown in Item 1 of the Declarations and any **Predecessor Firm**.

Personal injury means false arrest, detention, or imprisonment; or wrongful entry, eviction, or other invasion of private occupancy; or malicious prosecution; or the publication or utterance of libel, slander, or other defamatory or disparaging material; or a publication in violation of a person's right of privacy; and involving the rendering of or failure to render **professional services** by an **Insured**.

Policy means this policy form, the Declarations, and any endorsement to this policy issued by the **Company**.

Policy period means the period from the effective date of this **policy** to the expiration date or earlier termination date of this **policy**.

Predecessor Firm means the legal entity or sole proprietorship that was engaged in the practice of law to whose financial assets and liabilities the **Named Insured** is the majority successor in interest.

Professional services means services rendered by an **Insured** as a provider of legal services in a lawyer-client relationship. **Professional services** shall also include activities of an **Insured** as a mediator, arbitrator, title insurance agent, notary public, administrator, conservator, receiver, executor, guardian, or trustee, or in any similar fiduciary capacity, or as a member of a formal accreditation, ethics, peer review, licensing, standards review, bar association, or similar professional board or committee, or as an author, publisher, or presenter of legal research.

Retroactive Date means the date shown in Item 3 of the Declarations or in any endorsement attached hereto.

SECTION 2. COVERAGE

2.1. WHAT THIS POLICY INSURES

2.1.1. The **Company** will pay on behalf of the **Insured** all sums up to the Limit of Liability shown in Item 4 of the Declarations and in excess of the Deductible amount shown in Item 5 of the Declarations that the **Insured** shall become legally obligated to pay as **damages** because of any **claim** or **claims**, including **claim(s)** for **personal injury**, first made against the **Insured** and first reported to the **Company** during the **policy period**, involving any act, error, or omission in rendering or failing to render **professional services** by the **Insured** or by any person for whose acts, errors, or omissions the **Insured** is legally responsible, provided that the act, error, or omission first occurred on or after the **Retroactive Date** and that no **Insured** knew or should have known of facts that reasonably could have been expected to result in a **claim** prior to the effective date of this **policy**.

2.1.2. An act, error, or omission that is continuing in nature shall be deemed to have occurred only on the date on which that act, error, or omission or series of related acts, errors, or omissions began and not on any subsequent date. Related acts, errors, or omissions shall be deemed to have occurred on the date that the earliest of such acts, errors, or omissions began.

2.2. WHEN A CLAIM IS FIRST MADE

A **claim** is first made against the **Insured** at the earlier of the following:

- a) when the **Insured** first receives written notice that a **claim** has been made; or

- b) when the **Insured** first receives information of specific circumstances involving a particular person or entity that could reasonably be expected to result in a **claim** (however, this paragraph does not apply during the Limited Automatic Reporting Period provided in Section 6.1).

All **claims**, including **claims** for **personal injury**, involving a single act, error, or omission or a series of related acts, errors, or omissions shall be deemed to be one **claim** and to be first made when the first of such **claims** is made.

2.3. WHEN A CLAIM IS FIRST REPORTED

A **claim** is first reported to the **Company** at the earlier of the following:

- a) when the **Company** first receives notice from the **Insured** that a **claim** has been made; or
- b) when the **Company** first receives notice from the **Insured** of the specific circumstances involving a particular person or entity that could reasonably be expected to result in a **claim**.

Any **claim** involving the same, related, or continuing **professional services** that resulted in a **claim** prior to the first **policy** issued to the **Named Insured** by the **Company**, whether or not the **claim** was reported to any prior insurer, is not covered under this **policy**.

2.4. TERRITORY

This **policy** applies, subject to the terms and conditions herein, to acts, errors, or omissions occurring anywhere in the world, provided that the **claim** is made and the suit is brought within the United States of America, its territories, Puerto Rico, or Canada.

2.5. PRIOR ACTS COVERAGE FOR INDIVIDUAL LAWYERS

If the **Retroactive Date** shown for any individual lawyer in the Schedule of Lawyers Endorsement precedes the date on which the lawyer became a partner, limited liability partner, limited liability company member, officer, director, stockholder, or employee of the **Named Insured** or any **Predecessor Firm**, the individual lawyer is an **Insured** for (1) **claims** resulting from the rendering of, or failure to render, **professional services** on behalf of the **Named Insured** or any **Predecessor Firm** and (2) **claims** resulting from the rendering of, or failure to render, **professional services** on or after the individual lawyer's **Retroactive Date** and prior to the date that he or she joined the **Named Insured** or any **Predecessor Firm**.

SECTION 3. DEFENSE AND SETTLEMENT

3.1. DUTY OF DEFENSE

The **Company** has the right to investigate and settle **claims**, and the **Company** will defend, subject to the Limit of Liability shown in Item 4 of the Declarations and as explained in Section 5, any suit or arbitration seeking **damages** against the **Insured** to which this **policy** applies. Once the **Company** has paid the Limit of Liability:

- a) the **Company** will not be obligated to pay any further **damages** or expense; and
- b) the **Company** will not be obligated to undertake or continue the defense or investigation of any **claim** or suit.

3.2. CONSENT TO SETTLE

The **Company** will not settle a **claim** without the consent of the **Named Insured**, unless:

- a) the **Named Insured** cannot be located and contacted after reasonable efforts are made by the **Company**; or

- b) the settlement is made after a verdict or judgment has been rendered against an **Insured**.

The **Named Insured** agrees not to unreasonably withhold such consent.

3.3. REPRESENTATION

The **Company** has the right to select defense counsel in any **claim** defended under the **policy**. The **Named Insured** may request representation by a lawyer or law firm on the **Company's** list of approved lawyers, and such request, if reasonable, will be honored by the **Company**.

SECTION 4. EXCLUSIONS

4.1. WHAT THIS POLICY DOES NOT INSURE

This **policy** does not apply to:

- a) any **claim** involving willful wrongdoing or any dishonest, criminal, malicious, or fraudulent act, error, or omission by any **Insured**, provided, however, that the **Company** will defend any **claim** alleging liability excluded by this paragraph until such time as the **Insured** is adjudged to be liable to pay because of such conduct or is adjudged to have committed, or pleads guilty to, an act, error, or omission described in this paragraph. The **Company** will not indemnify an **Insured** for any **damages** the **Insured** is adjudged to be liable to pay because of such conduct;
- b) any **claim** made by or against any entity not named in the Declarations in which any **Insured** is a ten percent (10%) or more owner, partner, member, principal, or stockholder; or in which any **Insured** is an employee; or that is directly or indirectly controlled, operated, or managed by any **Insured**;
- c) any **claim** made against any **Insured** involving any **Insured's** activities as an owner, partner, officer, director, member, principal, stockholder, employee, or independent contractor of an entity (other than a prior law firm) not named in the Declarations;
- d) any **claim** involving any **Insured's** activities as a public official or employee of a governmental body, subdivision, or agency, except that this exclusion does not apply to any **Insured** who rendered **professional services** to a governmental body, subdivision, or agency solely in the capacity of retained outside counsel;
- e) any **claim** involving any **Insured's** activities and/or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, its amendments, and any regulation or order issued pursuant thereto, except if an **Insured** is deemed to be a fiduciary solely because of legal advice that was or should have been rendered with respect to an employee benefit plan;
- f) any **claim** involving a public offering or sale, registration, or qualification of securities under any federal, state, or local law, rule, or regulation, including, without limitation, the Securities Act of 1933, as amended, the Securities Act of 1934, as amended, and any and all rules and regulations promulgated under any or all of the foregoing laws;
- g) any **claim** of any type whatsoever based upon the **employment practices** of any **Insured**, except as provided in Section 5.8;
- h) any **claim** for bodily injury, physical injury, sickness, disease, mental or emotional distress, or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom;
- i) any **claim** involving the rendering of or failure to render **investment advice**;
- j) any **claim** involving sexual contact or conduct or the threat of sexual contact or conduct by any **Insured**;
- k) any **claim** made against, or loss sustained by, any **Insured** as a beneficiary or distributee of any trust or estate;

- l) any **claim** made by any **Insured** against another **Insured** that does not involve **professional services** that were or should have been rendered by such other **Insured** to the first **Insured** in a lawyer-client relationship existing between them;
- m) any **claim** involving the liability of another person or entity that any **Insured** assumes through a written or oral agreement, provided that this exclusion shall not apply to any liability that would be imposed on the **Insured** by law in the absence of the written or oral agreement;
- n) any **claim** involving any **Insured's** activities as a Certified Public Accountant, Insurance Broker or Agent, or Real Estate Broker or Agent;
- o) any **claim** for fines, sanctions, penalties, punitive damages, exemplary damages, or any award resulting from the multiplication of compensatory damages imposed against any **Insured**, any client of an **Insured**, or any other person or entity;
- p) any **claim** involving a certificate or acknowledgement of signature notarized by any **Insured** without the physical appearance or proof of identity of the signatory;
- q) any **claim** involving discrimination by any **Insured** on the basis of race, creed, age, sex, marital status, national origin, height, weight, disability, sexual preference, or any other discrimination prohibited by law;
- r) any **claim** involving any act, error, or omission in rendering or failing to render **professional services** during any time the **Insured's** license to practice his or her profession has been suspended, revoked, or voluntarily surrendered;
- s) any **claim**, disciplinary action, or other legal action involving any circumstance, act, error, or omission (1) disclosed in the information and representations made by the **Insured** in connection with the application submitted to the **Company** prior to the **continuous coverage effective date**; (2) reported to another insurance carrier prior to the **continuous coverage effective date**; or (3) that occurred prior to the **continuous coverage effective date**, if on that date, the **Insured** knew or believed, or had reason to know or believe, that the circumstance, act, error, or omission might reasonably be expected to result in a **claim**, disciplinary action, or other legal action against the **Insured**; and
- t) any **claim** or other request involving or relating to any conversion, improper commingling, or misappropriation, whether by an **Insured** or any other person, and whether intentionally or not, of client funds or trust account funds or funds of any other person held by any **Insured** in any capacity.

4.2. INNOCENT INSUREDS

4.2.1. If a **claim** would be excluded from coverage under exclusion a) of Section 4.1 because it involves the dishonest, criminal, malicious, or fraudulent act, error, or omission of an **Insured**, the exclusion will not apply to any **Insured** who did not participate in, acquiesce in, or fail to take appropriate action after having knowledge of such acts, errors, or omissions, provided that such **Insured** complied with all **policy** provisions.

4.2.2. If a **claim** has been concealed from the **Company** by any **Insured**, this **policy** will apply to any **Insured** who has complied with all **policy** provisions and did not participate in, acquiesce in, or fail to promptly notify the **Company** of such concealment.

The **Company** has the right to recover any **claim expenses** or **damages** paid under Section 4.2 from any **Insured** responsible for such dishonest, criminal, malicious, or fraudulent act, error, omission, or concealment.

SECTION 5. LIMIT OF LIABILITY

5.1. LIMIT OF LIABILITY - EACH CLAIM

5.1.1. The Each Claim limit in Item 4 of the Declarations is the most the **Company** will pay for the sum of all **damages** and **claim expenses** involving a single act, error, or omission or a series of related acts, errors, or omissions, regardless of the number of **claims** made, the number of **Insureds** involved in the **claim(s)**, or the number of persons or entities making the **claim(s)**.

5.1.2. The **Company** shall have the right to allocate **damages** or **claim expenses** among claimants, **Insureds**, and **policies** as the **Company** deems expedient.

5.2. LIMIT OF LIABILITY - AGGREGATE

The Aggregate limit in Item 4 of the Declarations is the most the **Company** will pay for the sum of all **damages** and **claim expenses** for all **claims** first made and reported to the **Company** during the **policy period** or an extended reporting period.

5.3. CLAIM EXPENSE

Claim expenses shall be subtracted from the Limit of Liability shown in Item 4 of the Declarations, with the remaining limit, if any, being the amount available to pay for **damages**.

5.4. DEDUCTIBLE

The Deductible amounts shown in Item 5 of the Declarations apply to each **claim** and in the Aggregate for the **policy period** and are in excess of the Limit of Liability shown in Item 4 of the Declarations. The Per Claim Deductible applies to the sum of all **damages** and **claim expenses** and shall be paid by the **Named Insured** within thirty (30) days of written demand. The Aggregate Deductible amount is the most the **Named Insured** shall pay for the sum of all **damages** and **claims expenses** for all **claims** first made and reported to the **Company** during the **policy period** or an extended reporting period. In the event the **Company** in its sole discretion pays on behalf of an **Insured** all or part of the Deductible, the **Named Insured** shall reimburse the **Company** for the amount of the payment within thirty (30) days after written demand. The **Named Insured** agrees to pay all costs, including attorneys' fees and court costs, incurred by the **Company** in collecting any reimbursement.

5.5. MEDIATION

If any **claim** covered under this **policy** is resolved through the use of **formal mediation** within six months from the date it is first reported to the **Company** or within ninety (90) days after suit is filed, the Deductible amount the **Named Insured** is obligated to pay will be reduced by fifty percent (50%), or by \$12,500, whichever is less.

5.6. ATTORNEY DISCIPLINE DEFENSE

5.6.1. The **Company** shall pay up to \$15,000 for the reasonable fees of an attorney assigned by the **Company**, or with the **Company's** written consent, to defend an **Insured** in an investigation or action by a bar association, disciplinary board, or other similar entity, which may restrict or rescind the **Insured's** ability to practice as a lawyer, provided that such investigation or action

- a) is first made against an **Insured** and reported to the **Company** during the **policy period**;
- b) involves acts, errors, or omissions that first occurred on or after the **Retroactive Date**;
- c) results from **professional services** that were or should have been rendered by such **Insured**; and
- d) does not involve acts, errors, or omissions for which coverage for **claims** would be excluded by Section 4.1.

5.6.2. The **Company** will not pay more than an aggregate total of \$30,000 per **policy period** under Section 5.6.1 regardless of the number of such investigations or actions or the number of **Insureds** subject to such investigations or actions. The **Company** reserves the right in its sole discretion to determine the priority of payment under this section. Any payments made by the **Company** under Section 5.6.1 shall be in addition to the Limit of Liability shown in Item 4 of the Declarations.

5.6.3. In the event an **Insured** receives notice of such investigation or action, the **Insured** must:

- a) immediately give notice of the investigation or action to the **Company**; and
- b) forward every request, notice, summons, or other communication received by the **Insured** to the **Company**.

5.6.4. All of the terms and conditions of this **policy** shall apply with respect to the Attorney Discipline Defense provided under Section 5.6.1, except that Section 5.6.1 is not subject to any Deductible.

5.6.5. There shall be no extended reporting period for the coverage provided in Section 5.6.

5.7. INSURED'S REIMBURSEMENT ALLOWANCE

In addition to the applicable limit of liability, the **Company** will reimburse the **Insured**, upon written request and provision of reasonable documentation, up to \$500 per day and \$10,000 per **policy period** for the **Insured's** loss of earnings and travel expenses due to the **Insured's** attendance, at the **Company's** request, at a trial, hearing, or arbitration proceeding involving a **claim** against the **Insured**.

5.8. EMPLOYMENT PRACTICES DEFENSE

5.8.1. The **Company** will pay up to \$7,500 for the reasonable fees of an attorney assigned by the **Company**, or with the **Company's** written consent, to defend an **Insured** against **claims** involving **employment practices**, provided that such **claim**:

- a) is first made against the **Insured** during the **policy period**;
- b) is first reported to the **Company** during the **policy period**;
- c) involves acts, errors, or omissions by the **Insured** solely while acting on behalf of the **Named Insured** or any **Predecessor Firm**;
- d) involves acts, errors, or omissions that first occurred on or after the **Retroactive Date** shown in Item 3 of the Declarations;
- e) does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, unemployment, or wage or hour violation; and
- f) does not involve ownership of the **Named Insured** or any **Predecessor Firm**.

5.8.2. The **Company** will not pay more than an aggregate total of \$15,000 per **policy period** under Section 5.8.1 regardless of the number of **claims** made, the number of **Insureds** involved in the **claim(s)**, or the number of persons or entities making the **claim(s)**. Any payments made by the **Company** under Section 5.8.1 shall be in addition to the Limit of Liability shown in Item 4 of the Declarations, and are not subject to any Deductible.

5.8.3. In the event an **Insured** receives notice of such **claim**, the **Insured** must:

- a) immediately give notice of the **claim** to the **Company**; and
- b) forward every request, notice, summons, or other communication received by the **Insured** to the **Company**.

5.8.4. This **policy** provides **employment practices** defense only as described in Section 5.8.1 above. The **Company** will not indemnify the **Insured** for any **damages** involving **employment practices**.

5.8.5. There shall be no extended reporting period for the coverage provided in Section 5.8.

5.9. SUBPOENA ASSISTANCE

5.9.1. The **Company** will pay reasonable attorney fees and other expenses up to \$10,000 resulting from a subpoena to an **Insured** for documents or testimony involving **professional services** rendered by the **Insured**, provided that:

- a) if the subpoena arises out of a lawsuit, no **Insured** is a party to the lawsuit;
- b) no **Insured** has been previously engaged to provide advice or testimony as an expert or consultant in connection with the lawsuit, nor has any **Insured** provided such advice or testimony in connection with the lawsuit in the past; and
- c) the subpoena is first received by an **Insured** and reported to the **Company** during the **policy period**.

5.9.2. The **Company** will not pay more than an aggregate total of \$20,000 per **policy period** under Section 5.9.1 regardless of the number of subpoenas issued or the number of **Insureds** subpoenaed. Any notice the **Insured** gives the **Company** of such subpoena shall be deemed notification to the **Company** under Section 7.1. Such fees and expenses incurred under Section 5.9.1 shall be in addition to the Limit of Liability shown in Item 4 of the Declarations, and are not subject to any Deductible.

5.9.3. There shall be no extended reporting period for the coverage provided in Section 5.9.

SECTION 6. EXTENDED REPORTING PERIOD OPTION

6.1. LIMITED AUTOMATIC REPORTING PERIOD

This **policy** shall include an automatic sixty (60) day Reporting Period, beginning at the termination of the **policy period**. During this 60-day Reporting Period, an **Insured** may report any **claim** if the **Insured** first received written notice of the **claim** during the **policy period**, provided that the **claim** is based upon an act, error, or omission in rendering or failing to render **professional services** that first occurred on or after the **Retroactive Date** and prior to the termination of the **policy period**. Paragraph b) of Section 2.2 does not apply during the 60-day Reporting Period. All other terms and conditions of the **policy** apply. The **Company** will provide coverage for **claims** first reported during the 60-day Reporting Period only if no other insurance policy provides coverage for such **claim** and if such **claim** would have been covered if reported during the **policy period**.

The Limited Automatic Reporting Period does not reinstate or increase the Limit of Liability of the **policy** or change the applicability or amount of the Deductible. The Limit of Liability applicable to **claims** reported to the **Company** during the Limited Automatic Reporting Period shall be the same Limit of Liability that would have been applicable if the **claim** had been reported to the **Company** on the last day of the **policy period**.

6.2. EXTENDED REPORTING PERIOD ENDORSEMENT – NAMED INSURED

The **Named Insured** may purchase an Extended Reporting Period Endorsement if this **policy** is canceled or not renewed, or if the **Company** offers renewal under terms and conditions less favorable to the **Named Insured**.

6.2.1. The Extended Reporting Period Endorsement applies only to **claims** otherwise covered by this **policy** that:

- a) involve acts, errors, or omissions that occurred on or after the **Retroactive Date** and prior to the effective date of cancellation or the end of the **policy period**, whichever is applicable (hereinafter the "**Policy Termination Date**"); and
- b) are first made against any **Insured** and first reported to the **Company** on or after the **Policy Termination Date** and prior to the Extended Reporting Period Expiration Date shown in the Extended Reporting Period Endorsement.

6.2.2. The Extended Reporting Period Endorsement does not reinstate or increase the Limit of Liability or change the applicability or amount of the Deductible. The additional premium for the Extended Reporting Period Endorsement is a percentage of the annual premium set forth in Item 6 of the Declarations, and the **Named Insured** may select from the following options: a) 100% for a one-year period; b) 175% for a two-year period; c) 225% for a three-year period; d) 250% for a four-year period; e) 275% for a five-year period; or f) 300% for an unlimited duration. At the effective date of the Extended Reporting Period Endorsement, the premium is deemed fully earned. The **Company** may not cancel the Extended Reporting Period Endorsement except for nonpayment of premium.

6.2.3. The **Named Insured** may purchase the Extended Reporting Period Endorsement subject to the following conditions:

- a) any premium and Deductible amounts due the **Company** must be paid by the **Named Insured**;
- b) the **Named Insured** must notify the **Company** in writing and pay the premium due for the Extended Reporting Period Endorsement within sixty (60) days after the **Policy** Termination Date; and
- c) when the Extended Reporting Period Endorsement is purchased, the endorsement replaces the Limited Automatic Reporting Period (Section 6.1).

6.3. EXTENDED REPORTING PERIOD ENDORSEMENT – INDIVIDUAL INSURED

An **Insured** lawyer may purchase an Individual Extended Reporting Period Endorsement by requesting such coverage in writing within sixty (60) days after leaving the **Named Insured** firm.

6.3.1. The Individual Extended Reporting Period Endorsement applies only to **claims** otherwise covered by this **policy**:

- a) involving acts, errors, or omissions of the individual **Insured** that occurred on or after the **Retroactive Date** and prior to the Individual Extended Reporting Period Effective Date shown in the Individual Extended Reporting Period Endorsement; and
- b) first made against the individual **Insured** and first reported to the **Company** on or after the Individual Extended Reporting Period Effective Date and prior to the Individual Extended Reporting Period Expiration Date shown in the Individual Extended Reporting Period Endorsement.

6.3.2. An **Insured** lawyer may purchase the Individual Extended Reporting Period Endorsement with a Limit of Liability equal to that shown in Item 4 of the Declarations as of the Individual Extended Reporting Period Effective Date. The Deductible amount shown in Item 5 of the Declarations shall not apply to **claims** made under this endorsement. The additional premium for the Individual Extended Reporting Period Endorsement is calculated as a percentage of the **Insured** lawyer's annual premium at the effective date of the **policy period**. The **Insured** lawyer may purchase the Individual Extended Reporting Period Endorsement from the following options: a) 100% for a one-year period; b) 175% for a two-year period; c) 225% for a three-year period; d) 250% for a four-year period; e) 275% for a five-year period; or f) 300% for an unlimited duration. At the effective date of the Individual Extended Reporting Period Endorsement, the premium is deemed fully earned. The **Company** may not cancel the Individual Extended Reporting Period Endorsement except for nonpayment of premium.

6.3.3. An **Insured** lawyer may purchase an Individual Extended Reporting Period Endorsement by notifying the **Company** in writing and paying the premium due for the Individual Extended Reporting Period Endorsement within sixty (60) days after leaving the **Named Insured** firm. When the Individual Extended Reporting Period Endorsement is purchased, the Endorsement replaces the Limited Automatic Reporting Period (Section 6.1) for the **Insured** lawyer.

6.4. EXTENDED REPORTING PERIOD ENDORSEMENT - NON-PRACTICING INSURED

6.4.1. A Non-Practicing Insured Extended Reporting Period Endorsement providing an unlimited extended reporting period will be issued and the premium and Deductible amounts shown in the Declarations will be waived (other than Deductible amounts the **Insured** becomes obligated to pay prior to the exercise of this provision) if an **Insured** lawyer:

- a) dies;
- b) becomes totally and permanently disabled and unable to engage in **professional services** as a result of accidental bodily injury, physical illness, or disease, and not involving the abuse of intoxicants or controlled substances, as certified by a physician acceptable to the **Company**; or
- c) has been continuously insured with the **Company** for the immediately preceding three (3) years and is no longer engaged in **professional services** for which the **Insured** lawyer receives monetary or other financial compensation, as a result of total and permanent retirement or voluntary cessation of the full-time or part-time practice of law.

6.4.2. The Non-Practicing Insured Extended Reporting Period Endorsement does not extend the **policy period** or change the scope of coverage provided. The Non-Practicing Insured Extended Reporting Period Endorsement does not reinstate or increase the Limit of Liability on the **policy**. The Non-Practicing Insured Extended Reporting Period Endorsement does not provide coverage for **claims** that are covered under any other valid and collectible insurance, whether issued by the **Company** or any other insurer, or that would have been covered but for the exhaustion of the limit of liability of the other insurance or but for the failure of any **Insured** to comply with the terms and conditions of the other insurance.

6.4.3. If a Non-Practicing Insured Extended Reporting Period Endorsement is received as a result of retirement or disability and at a later date the **Insured** resumes rendering **professional services**, for any reason, in any jurisdiction, the **Insured** agrees that on that date coverage under the Non-Practicing Insured Extended Reporting Period Endorsement will terminate.

6.5. LOSS OF LICENSE – NO AUTOMATIC OR EXTENDED REPORTING PERIOD

If an **Insured** leaves the practice of law as a result of loss, suspension, revocation, or surrender of his or her license, the **Insured** is not eligible for the Limited Automatic Reporting Period set forth in Section 6.1 of this **policy** or any other option for an extended reporting period under Section 6 of this **policy**. If the **Insured** has a solo practice at the time the license is lost, neither the firm nor the **Insured** is eligible for the Limited Automatic Reporting Period set forth in Section 6.1 of this **policy**, and neither the firm nor the **Insured** may exercise any other option for an extended reporting period under Section 6 of this **policy**.

SECTION 7. CLAIMS

7.1. NOTICE OF CLAIM

In the event of a **claim**, the **Insured** must immediately give notice to the **Company** of the **claim** or other communication received by the **Insured** or his or her authorized representative. If the **Insured** receives information of specific circumstances involving a particular person or entity that could reasonably be expected to result in a **claim**, the **Insured** shall notify the **Company** as soon as practicable with the available information.

7.2. ASSISTANCE AND COOPERATION OF THE INSURED

All **Insureds** must cooperate with the **Company** for purposes of investigation and defense. An **Insured's** duty to cooperate includes but is not limited to preparing for and attending meetings, hearings, depositions, and trials and providing documents, testimony, and other evidence. An **Insured** shall not make any payment, admit any liability, waive any rights, settle any **claims**, assume any obligations, or incur any expense relating to **claims** reported under this **policy** without the prior written consent of the **Company**.

7.3. SUBROGATION

The **Company** will be subrogated to any **Insured's** rights of recovery to the extent of any payment under this **policy**. An **Insured** will do whatever is necessary to secure such rights and will do nothing to prejudice these rights. The **Company** will not exercise any such rights to recover from any **Insured** under this **policy**, except as stated in Section 4.2.

SECTION 8. CONDITIONS

8.1. ACTION AGAINST THE COMPANY

8.1.1. No action shall lie against the **Company** unless:

- a) all **Insureds** have complied in full with all of the terms of this **policy**; and
- b) the amount of all **Insureds**' obligations to pay has been finally determined by judicial disposition, including any appeals, or by written agreement of the **Named Insured**, the claimant, and the **Company**.

8.1.2. No person or entity may join the **Company** as a party to any action against any **Insured** to determine any **Insured's** liability under this **policy**. Bankruptcy or insolvency of any **Insured** or any **Insured's** estate will not relieve the **Company** of any of the **Company's** obligations under this **policy**.

8.2. APPLICATION AND DUTY TO SUPPLEMENT

This **policy** has been issued in reliance upon all information and representations made by the **Insureds** and submitted to the **Company** in connection with the application. By acceptance of this **policy**, the **Named Insured** agrees that:

- a) the statements in the application are personal representations of all **Insureds** for the purposes of inducing the **Company** to issue this **policy**, and the representations were true when made and remained true through such time this **policy** was issued;
- b) this **policy** has been issued in reliance upon the truth of such representations;
- c) this **policy** embodies all of the agreements between the **Named Insured**, the **Company**, and any of the **Company's** agents; and
- d) each **Insured** shall notify the **Company** in writing within thirty (30) days of the occurrence of any one or more of the following:
 - (i) the **Insured** receives a reprimand or complaint or undergoes treatment, or is advised by a physician, Bar committee, or other licensing or professional agency to undergo treatment related to alcohol, drug, or other substance abuse;
 - (ii) the **Insured** suffers an illness or physical defect that impairs, or is likely to impair, the **Insured's** ability to practice for a period of thirty (30) days or more;
 - (iii) the **Insured** is convicted of, or pleads guilty or no contest to, any felony; or
 - (iv) the **Insured's** license to practice law is revoked, suspended, surrendered, or limited in any respect.

In the event of any such occurrence, the **Company** reserves the right to evaluate the risk and adjust the premium, re-underwrite the **policy**, or decline to continue insuring the risk.

8.3. CHANGES

The terms of this **policy** shall not be changed, except by written endorsement issued and duly signed by the **Company**. Any additions to or deletions from the lawyers listed in the application must be reported to the **Company** within sixty (60) days. In the event of any such changes, the **Company** reserves the right to evaluate the risk and adjust the premium, re-underwrite the **policy**, or decline to continue insuring the risk.

8.4. OTHER INSURANCE

If any **Insured** has another policy of insurance against a loss covered by this **policy**, the **Company** shall not be liable under this **policy** for a greater proportion of such loss than the applicable Limit of Liability shown in Item 4 of the Declarations bears to the total applicable limits of liability of all valid and collectible insurance against such loss; provided,

however, with respect to acts, errors, or omissions that occurred prior to the **policy period**, if any **Insured** is covered by other valid and collectible insurance against a **claim** also covered by this **policy**, the **Insured** shall not be entitled to coverage under this **policy**.

8.5. ASSIGNMENT

No **Insured** may assign this **policy** to any other person or entity without the written consent of the **Company**.

8.6. CANCELLATION OR NONRENEWAL

8.6.1. This **policy** may be canceled:

- a) by the **Named Insured** at any time by mailing or delivering to the **Company** advance notice of cancellation, in which case the **Company** shall refund the excess of paid premium or assessment above the pro rata rates for the expired time; or
- b) by the **Company** by mailing to the **Named Insured's** last known address, with postage fully prepaid:
 - (i) 10 days' written notice of cancellation for nonpayment of premium or Deductible; or
 - (ii) 30 days' written notice of cancellation for reasons other than nonpayment of premium; and
 - (iii) with or without tender of the excess of paid premium or assessment above the pro rata premium for the expired time.

8.6.2. The minimum earned premium shall be the pro rata premium for the expired time.

8.6.3. If the **Company** decides not to renew this **policy**, the **Company** will mail written notice to the **Named Insured** at least thirty (30) days before the expiration date. Changes in the terms available on renewal will not be considered a nonrenewal of this **policy**.

8.7. RENEWAL

Neither the **Company** nor the **Named Insured** has any obligation to renew this **policy**. The **Company** may offer to renew this **policy** at the terms and rates applicable at the expiration date. The **Company** will not amend the **Retroactive Date** during a period of continuous coverage.

8.8. CONFORMANCE TO STATUTE

Any terms of this **policy** that conflict with the statutes of the state in which this **policy** is issued are hereby amended to conform to such statutes.

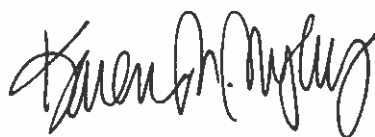
8.9. RISK MANAGEMENT CONSULTATION; AUDIT

The **Named Insured** agrees to allow authorized representatives of the **Company** to inspect the **Named Insured's** records for the purpose of risk management consultation and to audit any information requested by the **Company** on the **Named Insured's** application for coverage. This inspection shall occur at reasonable times, as agreed to by the **Named Insured** and the **Company** representative, and shall be performed in a manner that does not breach the **Named Insured's** obligations of client confidentiality. A risk management consultation does not warrant that the **Named Insured's** practice is in compliance with any applicable statutes, rules, regulations, or professional standards, or that the practice is free from exposure to a **claim** relating to the **Named Insured's** professional liability.

8.10. PREMIUM PAYMENT

This **policy** shall not be effective unless the completed application has been received by the **Company** and the **Named Insured** has paid the applicable premium when due.

IN WITNESS WHEREOF, the **Company** has caused this **policy** to be signed by its President and Secretary, but this **policy** shall not be valid unless countersigned on the Declarations by a duly authorized representative of the **Company**, when required by law.

A handwritten signature in black ink, appearing to read "Karen M. Myling".

Secretary

A handwritten signature in black ink, appearing to read "Edmund J. ...".

President

SCHEDULE OF ENDORSEMENTS

LCP101 - 9 /14	Policy Declarations
LCP100 - 12/14	LawyerCare Professional Liability Policy Form
LCP102 - 9 /14	Schedule of Endorsements
LCP218 - 9 /14	First Dollar Defense Endorsement (Damages Only Deductible)
LCP219 - 9 /14	Schedule of Lawyers Endorsement
LCP223 - 9 /14	PracticeGuard Endorsement
LCP228 - 9 /14	Cyber Liability Basic Limits
LCP501 FL - 9 /14	Florida State Amendatory Endorsement

Issue Date: 6/18/2020



IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS

If you would like to present inquiries or obtain information about coverage or obtain assistance in resolving a complaint, please contact YOUR HARTFORD AGENT, or you may contact The Hartford at the number stated below.

SERVICING OFFICE:

THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(877) 853-2582

THE HARTFORD COMPANY:

HARTFORD CASUALTY INSURANCE COMPANY

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE BE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 10,000/7 days
Business Income from Dependent Properties	\$ 25,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	60 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 21, 2020

ROBERT L SWITKES & ASSOCIATES PA
407 LINCOLN RD PH SE
MIAMI BEACH FL 33139

Policy Information:

Policy Number:	76 WEG DW6427
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (877) 287-1316

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

STATEMENT OF PREMIUM ADJUSTMENT - FinalAudit

Policy Number: 76 WEG DW6427
Named Insured and Mailing Address:
ROBERT L SWITKES & ASSOCIATES PA
407 LINCOLN RD PH SE
MIAMI BEACH, FL 33139

Hartford Underwriters Insurance Company
Policy Period: 1/12/2019- 1/12/2020
Audit Period: 1/12/2019 - 1/12/2020
Producer: AUTOMATIC DATA PROCESSING INS
AGCY
Producer Code: 76250717
Issuance Date: 2/21/2020

PREMIUM AUDIT SUMMARY

Original Estimated Premium	\$653.00
Audited Actual Premium	\$746.00
Taxes and Surcharges	\$0.00
Total Audited Cost	\$746.00
Premium Variance	
Additional Premium	\$93.00

**PREMIUM AUDIT ADJUSTMENT NOTICE
THIS IS NOT A BILL**

The Premium Audit Summary reflects the actual premium of your Hartford policy for the policy period shown above. The adjustment represents the difference between the Total Audited Cost, resulting from the audit of your policy and the Original Estimated. Premium on which your previous bills were based. Please see the attached FAQ document for the additional information on how the premium variance will be applied to your bill.

ENTITY, LOCATION AND STATE

Entity	Estimated Annual Exposure	Audited Annual Exposure	Net Difference
ROBERT L SWITKES & ASSOCIATES PA Loc 1 (09)	\$307,708.00	\$366,292.00	

Total Premium	\$653.00	\$746.00	\$93.00
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*Net Difference amount does not reflect the taxes and surcharges applied to the policy. Please refer to the Premium Detail on subsequent pages for a breakdown of these charges by location.

STATEMENT OF PREMIUM ADJUSTMENT – FinalAudit (Cont.)**Policy Number:** 76WEGDW6427**Audit Period:** 01/12/19 to 01/12/20

Insured:	ROBERT L SWITKES & ASSOCIATES PA				
State:	FL (09)				
Location:	1 - 407 LINCOLN RD, PH EAST MIAMI BEACH FL 33139				
Co. Code:	6 - Hartford Underwriters Insurance Company				
	Class Code	Class Description	Audited Exposure	Rate (Per \$100)	Total Cost
Standard Premium					
	8820	ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	\$366,292.00	0.15	\$549.00

FL - Other Premium Taxes and Surcharges					
		EXPENSE CONSTANT			\$160.00
		TERRORISM RISK INSURANCE	\$366,292.00	0.01	\$37.00
		PROGRAM REAUTHORIZATION ACT			
		DISCLOSURE ENDORSEMENT			

FL Total Cost	\$746.00
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Policy Audit Total Cost	\$746.00
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PREMIUM AUDIT ADJUSTMENT NOTICE

THIS IS NOT A BILL

The attached audit statement reflects the actual premium of your Hartford policy for the policy period shown on the statement. The adjustment represents the difference between the actual premium, determined as a result of The Hartford's audit of your policy, and the estimated premium on which your previous bills were based.

- o If the audit resulted in a **return** premium (i.e. the estimated premium was greater than the actual premium), The Hartford will apply the credit to your account.
- o If the audit resulted in an **additional** premium (i.e. the estimated premium was less than the actual premium), the **entire amount** will be included with and payable in full on your next scheduled bill.

If you have questions regarding your audit adjustment, please contact your Audit Customer Service Representative at 1-800-962-6170.

Thank you for doing business with The Hartford!



STATEMENT OF PREMIUM ADJUSTMENT FREQUENTLY ASKED QUESTIONS

1. What is the Statement of Premium Adjustment?

When you purchased your policy, the premium we charged was based, in part, on estimates and assumptions related to items such as payroll, sales revenue and the nature of business operations. We recently conducted a premium audit, the process that ensures the premium you paid for your insurance policy was accurate. While not an invoice, the Statement of Premium Audit provides you with the results of the audit recently performed. This Statement shows you how the audit results were calculated and indicates whether you are owed a refund for the policy period audited or whether additional premium is owed us.

2. I don't understand the Statement of Premium Adjustment I received. What do I need to know?

The top section of the Statement includes basic information about your recently audited policy including: policy number, policy period, insured name and address, producer (or agent) name and the policy period audited.

The middle section of the Statement details the information used to calculate your audited premium.

The last section of the Statement indicates whether you are due a refund or whether additional premium is due us.

EXPLANATION OF TERMS

The following is provided to help you understand some of the terms referenced on your Statement and how your audit results were calculated...

Class Code: A code used by the Insurance Industry to identify the nature of your business or the job duties performed by you and your employees.

Basis of Premium: The type of policy you have determines the Basis of Premium. The most common bases of premium are: payroll for Workers' Compensation policies, sales or payroll for General Liability policies and the number of automobiles for Auto policies.

Rate: Each Class Code is assigned a rate, per a specified number of units, which is multiplied by the Basis of Premium to calculate the premium. For example, Workers' Compensation is assigned at a rate per \$100 of payroll, and General Liability is often assigned at a rate per \$1,000 of sales (where sales are the basis of premium).

Miscellaneous Debits/Credits: Debits and/or credits may be applied to your policy at the time it is issued and are subject to change at renewal.

Earned Premium: The amount of premium earned by us for a specific period of time (eg: policy term).

Example: Workers' Compensation Policy

Basis of Premium (Payroll)	\$250,000
Divided by the Units	100
Multiplied by the Rate	\$2.29
Earned Premium	\$5,725

FORMS & ADDITIONAL ATTACHMENTS

DELIVER TO:

Town of Bay Harbor Islands
Office of the Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**REQUEST FOR PROPOSALS
SECTION 5
RESPONDENT SUBMITTAL
FORMS**

**OPENING: September 17, 2020
AT 3:00 P.M.**

NOTE: Town of Bay Harbor Islands is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Issued by: **Office of the Town Clerk**

Date Issued:
**September 17th, 2020
before at 3:00 p.m.**

This Qualification Submittal
Consists of all required forms,
Acknowledgements and Affidavits

Submissions are subject to the Terms and Conditions of this Request for Proposals and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the Town Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

RFQ No. BHI 207

PROFESSIONAL LEGAL SERVICES

Firm Name

Commodity Code(s): _____

**RETURN ONE ORIGINAL, FOUR COPIES AND ONE USB OR CD ELECTRONIC COPY OF
QUALIFICATION SUBMITTAL PAGES AND AFFIDAVITS**

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

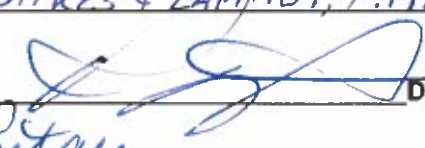
Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: SWITKES & ZAPPALA, P.A.

AUTHORIZED SIGNATURE:  DATE: 9/17/20

TITLE OF OFFICER: Partner

**RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES**

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firms agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

SWITKES & ZAPPALA, P.A.

Street Address:

407 LINCOLN ROAD, PH SE

Mailing Address (if different):

MIAMI BEACH, FL 33139

Telephone No. (305) 534-4757 Fax No. (305) 538-5504

Email Address: rswitkes@switkeslaw.com FEIN No. 416-216181911719

**** By signing this document the Responder agrees to all Terms***

Signature:



(Signature of authorized agent)

Print Name: ROBERT L. SWITKES

Title: PARTNER

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.

AFFIDAVITS



AGENDA ITEM REPORT

October 13, 2020

ITEM NUMBER: 20.

ITEM: Discussion requested by Council Member Leonard regarding the timeline and process to select a Town Clerk.

DESCRIPTION:

At the September 14th Town Council Meeting, Town Clerk Siegel announced that she would be retiring February 2021. Council Member Leonard requested that the process for the selection of the next Bay Harbor Island Clerk be placed on the agenda for discussion.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan W. Leonard, Council Member

ATTACHMENTS

None