

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: February 24, 2020

SUBJECT: Legal Services: Selection of City Attorney

At your February 10th special meeting, you scheduled a special meeting at 5:00 p.m. before your March 2nd regular meeting.

The suggested agenda for your 5:00 p.m. meeting is this:

- A. Review and Discussion of Candidates' Responses
- B. Public Comment
- C. Selection of City Attorney

BACKGROUND

At your December 2nd regular meeting and the continuation meeting on December 3, 2019, you did the following:

- A. Discussed the 10 applications received in response to the City's request for proposals for legal services.
- B. Changed the requirements for the position and asked that they be sent to the 10 applicants. Those requirements were: \$6,000 a month for the retainer for regular legal work and attendance at meetings of the Commission, Planning Board, and Code Enforcement Board; no compensation for travel to and from the meetings, postage, copying, long-distance phone calls, and paralegal services; \$175/hour to be the charge for extra legal work, such as litigation.

Five of the 10 provided a response and you interviewed their representatives at your January 13, 2020, meeting. The firms interviewed were in alphabetical order of the firms' first name:

- Craig Z. Sherar, East Palatka*
- Douglas Law Firm, St. Augustine
- Lewis, Longman and Walker, Jacksonville
- Paul, Elkind, Branz and Paul, Deland
- Ralf Brookes, Cape Coral

*Mr. Sherar was interviewed last because he couldn't be at your meeting when it started at 6:00 p.m.

You selected the firm of Paul, Elkind, Branz and Paul.

Later in January, Paul, Elkind, Branz and Paul submitted a contract that proposed a \$6,000 monthly retainer for 35 hours of meetings and regular legal work with a fee of \$175 an hour for any regular work in excess of the 35 hours. At your February 3rd meeting, you disagreed with this proposal, directed that it be deleted from the contract, and that the contract be return to the firm. The firm decided not to accept the deletion.

On February 10th, you held an emergency meeting to discuss the next steps in the search for legal services. You directed the current City Attorney to send the contract originally proposed to the four remaining finalists plus the Jacksonville firm of Marks Gray, which had expressed an interest in being considered. The deadline for responses from the firms was Friday, February 21st.

THE RESPONSES

By February 21st, just two of the original four remaining law firms had provided a response. They are, in alphabetical order the Douglas Law Firm and Ralf Brookes.

In addition, a third firm based in St. Augustine, Naples and Spence, provided a response.

ATTACHMENTS

They are:

- a. Pages 1-3, the minutes of your February 10th special meeting when you discussed the next steps for obtaining legal services.
- b. Pages 4-21, the contract and the original application submitted by the Douglas Law firm.
- c. Pages 22-31, the contract and the background of the firm of Naples & Spence.
- d. Pages 32-49, the contract and original application submitted by Mr. Ralf Brookes.

SUGGESTED PROCEDURES FOR YOUR MEETING

They are:

1. Interview representatives from the firm of Naples and Spence.

If you are interested in considering the firm for the position of City Attorney, we suggest you interview its representatives first.

2. Discussion of the three applicants for the position.
3. Public comment.
4. Decision by the Commission whether to select one of the applicants.

If you decide not to select one of the three applicants, then we suggest you consider one of the following alternatives:

- to change the proposal, such as increasing the monthly retainer, so as to make the City a more attractive client, and advertising for applicants again.

- to offer the position again to the first firm selected, Paul, Elkind, Branz and Paul with the terms that they proposed in their contract.

In the meantime until you find a permanent City Attorney, you could hire an Interim City Attorney, such as James Whitehouse, who is familiar with municipal law as well as our City, under the same terms (\$6,000 monthly retainer, \$175 for extra legal work) as Mr. Wilson has worked.

KEY QUESTIONS

They concern Mr. Brookes. He is the attorney for Yankeetown in Levy County on Florida's north central Gulf coast. Its Commission's regular meeting is on the first Monday of each month at 6:00 p.m. A check of the Yankeetown Commission's calendar for the remainder of 2020 shows that it is scheduled to meet on the first Monday of each month.

He is also the attorney for Madeira Beach near St. Petersburg. Its Commission meets on the second Tuesday of the month at 6:00 p.m.

Mr. Brookes in his proposed contract states that Mr. Dennis Bayer, an attorney based in Flagler Beach, will fill in for him when he is unable to attend your meetings. However, Mr. Bayer is also the attorney for the Town of Beverly Beach in Flagler County. Its Commission meets on the first Monday of the month at 6:00 p.m.

The first key question is whether either Mr. Brookes or Mr. Bayer can really attend your monthly regular meetings, given their commitment to other Florida municipalities at the same time and on the same day of the week.

Second, who are the "alternative attorneys from the firm" and their experience in municipal law that Mr. Brookes references in Section B of his proposed contract (page 32)? The firm Mr. Brookes references is Mr. Bayer's firm. Mr. Bayer is in partnership with Matthew Maguire. A check of Mr. Maguire shows experience in civil and criminal litigation, but no experience in municipal law. Does Bayer & Maguire have other attorneys who have experience in municipal law and can provide legal guidance to the City when both Mr. Brookes and Mr. Bayer are unable to attend your meetings?

Third key question: Is it in the city's best interest to have what may be alternating City Attorneys? Shouldn't there be one attorney to provide consistency of oversight, familiarity, advice, and answers to you and the City staff on legal issues, major and minor, routine and extraordinary? The consistency is especially important concerning the timely and adequate preparation of agenda topics such as ordinances and conditional use permits, that are presented to you; variances and development plans that come to the planning Board; and code violation cases for which legal guidance is needed by the Code Enforcement Board.

The consistency also is important for getting ordinances, resolutions, and other matters to City staff before the meetings when they are to be presented to you and the other two boards, and for the City Attorney to provide written variance orders, conditional use permits, and such to City staff soon after the decision concerning them has been made by you, the Planning Board, or the Code Enforcement Board.

Therefore, if you hire Mr. Brookes, we ask that you add a provision that he, or when Mr. Bayer is filling in for him, will have all legal items for your meetings, such as ordinances, opinions, contracts, reviews, etc., to the City Manager 10 calendar days before the meetings. For the Planning Board, the legal items are to be sent to the Building Department's Executive Assistant 10 calendar days before that Board's meetings. Also, within 10 calendar days after your or the other boards' meetings, the City Attorney will have approved variances, conditional use permits, etc. to City staff.



MINUTES

SPECIAL COMMISSION MEETING

MONDAY, FEBRUARY 10, 2020 AT 5:30 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

I. CALL TO ORDER

Mayor England called the meeting to order at 5:30 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor England led the Pledge of Allegiance.

III. ROLL CALL

Present: Mayor England, Vice Mayor Kostka, Commissioner George, Commissioner Rumrell, and Commissioner Samora.

Also present were: City Manager Royle, City Attorney Wilson, City Clerk Raddatz, Police Chief Hardwick, and Building Official Law.

IV. SECTION 1-5 OF THE CITY CHARTER: VOTE TO DETERMINE THAT MEETING IS AN EMERGENCY (Super Majority Vote Required)

Mayor England introduced Item IV and asked the Commission for a motion if they agree to the emergency meeting.

Motion: that this meeting complies with the requirements for emergency meeting. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell. The motion was unanimous.

Mayor England then moved on to Item V.

V. IF AFFIRMATIVE, DISCUSSION AND DECISIONS RE: NEXT STEPS FOR SELECTING A CITY ATTORNEY

Mayor England introduced Item V and advised that five firms have been interviewed, a firm was selected, and negotiations failed. She advised that there were four other law firms that the Commission could consider. The names for the four firms were: Attorney Craig Sherar from Palatka; Attorney John Wallace from Jacksonville, who has left the firm he was at to establish his own law firm; Attorney Ralf Brookes; and Attorney Denise May from Marks Gray law firm.

City Manager Royle advised that Attorney Douglas would also like to be interviewed.

Mayor England added Attorney Douglas to the list of firms. She advised that a Special Commission meeting should be scheduled by the end of February.

Commissioner Rumrell suggested having City Attorney Wilson start negotiating with the standard proposed contract for all the firms so when the Commission know what the law firms prefer in order to prevent the same situation the Commission had previously.

City Attorney Wilson advised that he would send the proposed contract out to all the firms by tomorrow. He commented that he would maintain the position until another City Attorney is selected.

Commissioner Samora asked if Attorney May from MarksGray apply the first time.

City Attorney Wilson advised yes, but MarksGray firm didn't agree to the changed conditions. He explained that Ms. May was concerned about the driving time but has resolved that issue with her firm. He stated that that firm works with the City on insurance matters.

Commissioner George agreed with Commissioner Rumrell. She suggested that those who were already interviewed could only make additional comments to the Commission but not be interviewed from the beginning.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, explained that five firms did not honor the contract; however, Attorney Brookes already sent back a signed contract and the Commission could accept the contract right now. He commented that Attorney Brookes was second in the selection process and it is not fair that the other applicants who didn't want the position to be considered. He explained that MarksGray's firm has a conflict of interest because the firm does the City's insurance.

Mayor England closed the Public Comments section and asked for any further Commission discussion.

City Attorney Wilson advised that several cities do their own defense work and represent cities. He commented it was not a conflict of interest and conflict of interest is defined by Bar rules and there is nothing in the Bar rules to prevent this.

Commissioner George asked if there was an issue whether the City could have another attorney review it.

City Attorney Wilson advised that firms always have teamwork. Insurance and city work are two separate types of work and explained that if the City picks a firm that does both types of work, both attorneys would have the day to day knowledge of the City.

Mayor England asked the Commission if it was ever said that Attorney Brookes would be hired if the negotiations failed.

All the Commissioners agreed that it was never mentioned that Attorney Brookes would get the contract if negotiations failed.

Commissioner George asked if there is any problem allowing new applicants to apply.

City Attorney Wilson advised no. He explained that the Commission could go back to the beginning if they want to and the Commission does not have to take the second-place applicant.

Commissioner George asked if Attorney Wallace had any written correspondence that he did not want to agree to the proposed language.

City Manager Royle and City Clerk Raddatz advised no.

Vice Mayor Kostka agreed to negotiated with all the firms by sending a contract to all five firms and see what they prefer.

City Manager Royle advised that the deadline to get the firm's contracts should be February 21, 2020 so he can print the contracts and give it in time for the Commission and the public to receive them.

Discussion ensued on what date to have the Special Commission meeting.

Motion: to schedule a Special Commission meeting on March 2, 2020 at 5:00 p.m. **Moved by** Commissioner George, **Seconded by** Commissioner Samora. The motion was unanimous.

Mayor England then moved on to Item V.

VI. ADJOURNMENT

Mayor England asked for a motion to adjourn.

Motion: to adjourn. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor George adjourned the meeting at 6:52 p.m.

Margaret England, Mayor

ATTEST:

Beverly Raddatz, City Clerk

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this 21st day of February, 2020, and effective _____, 2020, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("CITY"), having an address of 2200 AIA S., St. Augustine Beach, FL 32080 and the law firm of Douglas Law Firm ("ATTORNEY"), having an address of One News Place, Saint Augustine, FL 32086.

WITNESSETH:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be Charles Douglas, who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys from the firm, including but not limited to, Lex Taylor, Linda Campbell, who shall be deemed to be assistant city attorneys. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the CITY with a base fee of \$6,000.00 per month for all work within the "**Regular Scope of Work,**" which excludes litigation and extra legal work, which additional items shall be billable by the ATTORNEY at the rate of \$175.00 per hour. See attached **Exhibit "B"** for Regular Scope of Work.

C. ACCESS TO CITY PERSONNEL AND RECORDS. The CITY agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the CITY of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the CITY as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the CITY.

G. EXPENSES AND LITIGATION EXPENSES. The CITY shall reimburse ATTORNEY for all expenses and court costs incurred in connection with any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, or any other expenses incurred in or about litigation that the City authorizes the ATTORNEY to defend or prosecute. It is understood that the CITY may engage other attorneys in the prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any City Board such as the Local Code Enforcement Board.



H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by CITY for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation or trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

It is an unlawful employment practice for an employer:

- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

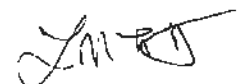
K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this Agreement, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, and in connection with unemployment coverage only that: (1) ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2) Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this Agreement. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering this Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire



directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a city attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the CITY, consistent with the City's Charter.

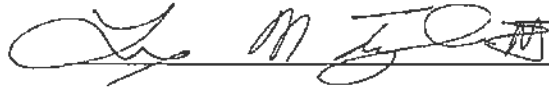
Q. CANCELLATION. Either party to this Agreement may terminate this Agreement at any time during the term of this Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefor in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF ST. AUGUSTINE BEACH

ATTEST: _____
City Manager

BY: _____
Mayor-Commissioner

 FOR FIRM

BY: LEX MORTON TAYLOR III
FOR DOUGLAS LAW FIRM

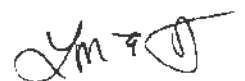


Exhibit "B"

CITY ATTORNEY, CITY OF ST. AUGUSTINE BEACH

REGULAR SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 6:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 6:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 6 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, usually on the fourth Wednesday at 2:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts or similar documents.
7. Review and comment on contract forms between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional

use permits, final development plans, etc., together with research work associated with the preparation of those documents.

9. Respond by telephone, e-mail or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports and legal research.
11. Respond to email and telephone inquiries by members of the public regarding matters before the city.

Extra Legal – Bill Hourly at \$175

Work performed under extra-legal consists of the following:

- A. Attend City, County, State and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission.
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to quantify but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel in any litigation, including but not limited to defense of challenges to the City's ordinances, development orders, regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

DOUGLAS

LAW FIRM

**CITY OF SAINT AUGUSTINE BEACH
APPLICATION FOR LEGAL SERVICES
REQUEST FOR PROPOSAL**

BID # 19-07

OCTOBER 4, 2019

**Submitted to:
City of Saint Augustine Beach
Attention: City Clerk
2200 A1A South
Saint Augustine Beach, Florida 32080**



TITLE PAGE

THE CITY OF SAINT AUGUSTINE BEACH RFP 19-07 / CITY ATTORNEY

LEGAL SERVICES FOR CITY ATTORNEY-FIRM

Response to Request for Proposal No. 19-07

City of Saint Augustine Beach
Attn: City Clerk
2200 A1A South
Saint Augustine Beach, FL 32080

RESPONDENT: DOUGLAS LAW FIRM/ CHARLES T. DOUGLAS, JR., ESQ.

One News Place, Saint Augustine, FL 32086

Office: (800) 705-5457 / Fax: (386) 385-5914

DOUGLAS
— LAW FIRM —

Sent Via Courier Service
City of Saint Augustine Beach
Attention: City Clerk
2200 A1A South
Saint Augustine Beach, FL 32080

DOUGLAS LAW FIRM

TAB 1 – TABLE OF CONTENTS

**PROPOSAL FOR LEGAL SERVICES TO
THE CITY OF SAINT AUGUSTINE BEACH
RFP 19-07**

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{Remainder intentionally blank}

**TAB 2 – APPLICATION FOR CITY ATTORNEY OF
SAINT AUGUSTINE BEACH, FLORIDA**

Name: Charles T. Douglas, Jr. Esq. **Phone:** (800) 705-5457
Firm: Douglas Law Firm
Address: One News Place, Suite E
City: Saint Augustine **State:** Florida **ZIP:** 32086
Fax: 386-385-5914 **Email:** charlie@dhclawyers.com

1. Summary of education, background and experience.

See Tab 3.

2. Chronological summary of employment history from law school graduation to and including current position.

Harrell & Harrell, P.A. 2006-2013
Douglas Law Firm 2013-2019

3. Have you ever been disciplined by the Florida Bar or any similar body regulating the practice of law in any other jurisdiction? If so, please explain.

No.

4. Describe your current principle areas of practice.

I practice primarily in Governmental, Administrative, Education, Torts & Liability, Estate Planning, and Business Law. Other members in my firm also practice in the same areas as well as covering Family, Criminal Law, Civil Rights, Elections, Bankruptcy, and Real Estate. For more detail see Tab 3.

5. Please provide a representative client list for you or your firm and, where applicable, a firm resume.

To our knowledge the appointment as City Attorney will not result in a conflict of interest with respect to current or anticipated clients of the law firm.

6. Provide a statement as to the approach, methodology and work plan you expect to use in providing legal representation for the City including the assistance, if any, you plan to receive from other attorneys.

We intend to primarily use the team of Charles T. Douglas, Jr. and Lex Taylor III as the primary City Attorneys. Both have extensive experience in advising various governmental entities. Attorney Linda Campbell has will be available to serve on the legal team for the City of St. Augustine Beach as well. The entire law firm's experience will be tapped as various issues come before the commission.

Each assigned attorney will be responsible for logging detailed notes of all actions taken and all communications made on City-related matters. That detailed log would be electronically stored on a secured server which assigned attorneys could access both in and out of the office. Weekly review meetings will serve to keep all assigned attorneys knowledgeable, involved, and available to the City. The attorney assigned to the City would keep office hours within the City of Saint Augustine Beach as requested or required.

7. Give an explanation of your plan and ability to provide priority attention in accomplishing legal representation for the City.

The Douglas Law Firm is conveniently located in the St. Augustine Record Building, One News Place, and has regular office hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. We have a 12-hour client call back policy to ensure that clients receive immediate attention. All attorneys, paralegals, and secretarial staff have mobile e-mail and document access. E-mail is checked frequently, and our firm can respond quickly to inquiries. We are available to meet with members of the commission at our office or theirs, depending upon preference. City Staff and Commissioners will be provided attorney cell phone numbers for immediate and timely access, day or night.

We are dedicated to:

- i. Attend all regular meetings of the Commission.
- ii. Attend all Comprehensive Planning and Zoning Board meetings.
- iii. Make available if requested a dedicated half day for Charles T. Douglas, Jr. or Lex Taylor III to be physically present at City Hall for the City Commissioners and staff to discuss pertinent legal matters.
- iv. Attend other advisory board meetings as directed by the City Manager.
- v. Be immediately available by phone or email to answer legal questions.

- 8. Give specific explanation of financial arrangements under which you would be willing to accept appointment to the position of City Attorney.**

See Tab 4 – Fee Proposal

{Remainder intentionally blank}

TAB 3 – EXPERIENCE OF ATTORNEYS AND LAW FIRM

While our firm provides services for businesses, non-profits, and individuals, we are focused on continuing a tradition of service to those tackling the ever-growing complexities of local government. Our commitment is to practice with integrity, providing insights and solutions to local leaders. The following expounds upon those topics and services referenced in RFP 19-07.

CHARLES “CHARLIE” T. DOUGLAS, JR., ESQ. (ADMINISTRATIVE, GOVERNMENTAL, EDUCATION, TORTS & LIABILITY, ESTATE PLANNING, BUSINESS LAW – *PRESIDENT*)

Charlie founded Douglas Law Firm in 2013. Since 2014, Charlie has been the School Board Attorney for Putnam County School District. In this role, Charlie has overseen the Putnam County School District’s legal issues and has extensive experience related to Sunshine Laws, Public Records Requests, Labor & Employment, Contracts and Legal Drafting, Collective Bargaining, Real Estate including eminent domain, purchasing, and Drafting of policies and procedures. The firm also handles planning and zoning matters, constitutional law, and election law.

Charlie graduated Valedictorian of Palatka High School in 2000. In 2003, Charlie graduated, summa cum laude, with a degree in Business Administration from the University of Florida. Charlie then attended the University of Florida Levin College of Law, where he served as Editor-in-Chief of the Florida Law Review and graduated second in his class of 211 students. Prior to founding the Douglas Law Firm, Charlie practiced civil litigation with Harrell & Harrell, P.A. from 2006 until 2013.

Charlie is a resident of Saint Johns County.

LEX MORTON TAYLOR III, ESQ. (GOVERNMENTAL, ADMINISTRATIVE, EDUCATION, TORTS & LIABILITY, PROBATE, BUSINESS, REAL ESTATE – *ASSOCIATE*)

In 2017, Lex became a member of the Douglas Law Firm. Since 2017, Lex has been aiding Charlie Douglas as the School Board Attorney for Putnam County School District. In this role, Lex has advised Putnam County School District on legal issues, including, but not limited to Florida’s Sunshine Law, employee termination hearings, disposal of school property, and bullying and harassment investigations. Lex graduated from University of Florida with a Bachelor’s degree in Economics and a minor in English. In 1998, Lex served on the U.S. Joint Economic Committee as a staffer for Senator Connie Mack. There, Lex dealt with issues concerning budgeting, tax law drafting, and regulation of domestic and foreign markets. Lex worked in banking and finance prior to returning to the University of Florida Levin College of Law, where he served as Chief Defense Counsel of the Honor Court and was the Producer of Gator Growl 2002. Prior to becoming an associate at the Douglas Law Firm, Lex worked as the Senior Legislative Aide to Al Higginbotham for the Hillsborough County Commission and with his father’s law firm in Lakeland, Florida. In his capacity of senior legislative aide in Hillsborough County, Lex Taylor III routinely worked with the County on major developments and large corporate entities while balancing the protections of individual property rights.

He has also served as a Board Member to VISTE and St. Augustine YMCA. Lex is a recent graduate from Leadership Saint Johns County.

Lex lives on Anastasia Island in Saint Augustine, Florida.

LINDA CAMPBELL, ESQ. (Criminal, Family, Civil Rights, Torts & Liability Law -Associate)

Linda Campbell has been an attorney for over twenty-five years. She is a graduate of the University of Miami and Thomas M. Cooley School of Law. She is an experienced litigator receiving a special commendation for trying seven cases in a single month. She was a prosecutor and Assistant District Attorney for Janet Reno. Linda has worked in civil law and personal injury for most of her professional career. This includes over ten years of work for large insurance companies in insurance defense. While in private practice, Linda successfully represented the City of Gloucester City, New Jersey against a \$10 million-dollar real estate claim. She has also successfully tried cases in the area of Civil Rights. She is licensed to practice law in Florida, New Jersey and Pennsylvania.

Linda lives in the City of Saint Augustine Beach.

CHRISTOPHER LOBIANCO, ESQ. (Family, Estate Planning, Probate, Election Law -Associate)

Christopher attended Florida State University where he earned a Bachelor of Science degree in political science, minoring in communication and public administration, graduating Magna Cum Laude. Christopher graduated from Florida State University's College of Law. While there, he worked as a Supreme Court Certified Legal Intern in the school's Public Interest Family Law Center and received the highest grade in the Florida Dissolution of Marriage class. Christopher was on the dean's list every semester and graduated FSU College of Law Cum Laude in 2009. Mr. LoBianco has primarily practiced in the area of Family Law for the past 9 plus years and has successfully litigated in the area of election law.

MELISSA CAIN, ESQ. (Bankruptcy, Real Estate and Business Law -Associate)

Melissa Cain has over ten (10) years of experience in the areas of Bankruptcy and Real Estate Law. She is licensed to practice in Federal Courts and practice law in Florida, Alabama, California, and Nevada.

Melissa lives in Ponte Vedra Beach, Saint Johns County, Florida.

{Remainder intentionally blank}

TAB 4 – FEE PROPOSAL

RETAINER FEE: \$4,750.00 per month minimum

City Attorney (Charlie Douglas) bill rate: \$200.00 per hour
(a 20% discount from ordinary firm billing rate)

Asst. City Attorney (All Associates) bill rate: \$200.00 per hour
(a 20% discount from ordinary firm billing rate)

Paralegals \$100.00 per hour

Admin: No Charge

B. The rates for reimbursable and/or out-of-pocket expenses, including, but not limited to, word processing, photocopying, faxing, etc.:

Copies (B&W / Color):	\$0.05 p/page
Faxes:	No Charge
Mileage:	Pursuant to: IR-2015-137
Library Resources:	\$100 per month

D. Proposed provision for rate increases in future years:

The Firm proposes an annual rate increase of 2% per year after the first year, and each year thereafter.

{Remainder intentionally blank}

TAB 5-CERTIFICATION

The undersigned hereby confirms as follows:

1. I am a duly authorized agent of the law firm submitting the proposal.
2. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below or attached.
3. My firm, the Douglas Law Firm, agrees to hold all prices, terms, and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

BY: 

Charles T. Douglas, Jr. Esquire

President, Douglas Law Firm

DATE: 11/8/19

{Remainder intentionally blank}

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this 18th day of February, 2020, and effective _____, 2020, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("CITY"), having an address of 2200 AIA S., St. Augustine Beach, FL 32080 and the law firm of Naples & Spence ("ATTORNEY"), having an address of 2807 W. 10th St., St. Augustine, FL 32084

WITNESSETH:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be David D. Naples, Jr., who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys from the firm, including but not limited to, John J. Spence, who shall be deemed to be assistant city attorneys. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the CITY with a base fee of \$6,000.00 per month for all work within the "Regular Scope of Work," which excludes litigation and extra legal work, which additional items shall be billable by the ATTORNEY at the rate of \$175.00 per hour. See attached Exhibit "B" for Regular Scope of Work.

C. ACCESS TO CITY PERSONNEL AND RECORDS. The CITY agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the CITY of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the CITY as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the CITY.

G. EXPENSES AND LITIGATION EXPENSES. The CITY shall reimburse ATTORNEY for all expenses and court costs incurred in connection with any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, or any other expenses incurred in or about litigation that the City authorizes the ATTORNEY to defend or prosecute. It is understood that the CITY may engage other attorneys in the prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any City Board such as the Local Code Enforcement Board.

H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by CITY for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation or trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

It is an unlawful employment practice for an employer:

- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this Agreement, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, and in connection with unemployment coverage only that: (1) ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2) Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this Agreement. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering this Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire

directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a city attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the CITY, consistent with the City's Charter.

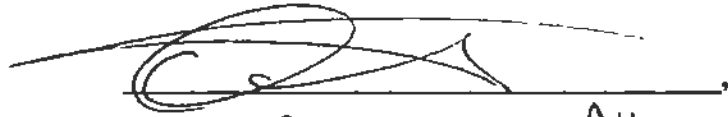
Q. CANCELLATION. Either party to this Agreement may terminate this Agreement at any time during the term of this Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefor in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF ST. AUGUSTINE BEACH

ATTEST: _____
City Manager

BY: _____
Mayor-Commissioner

A handwritten signature in dark ink, appearing to read "Daples ? Spence", is written over a horizontal line. The signature is stylized with a large, sweeping initial 'D'.

BY: Daples ? Spence, Attorneys at Law

Exhibit "B"

CITY ATTORNEY, CITY OF ST. AUGUSTINE BEACH

REGULAR SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 6:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 6:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 6 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, usually on the fourth Wednesday at 2:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts or similar documents.
7. Review and comment on contract forms between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional

use permits, final development plans, etc., together with research work associated with the preparation of those documents.

9. Respond by telephone, e-mail or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports and legal research.
11. Respond to email and telephone inquiries by members of the public regarding matters before the city.

Extra Legal – Bill Hourly at \$175

Work performed under extra-legal consists of the following:

- A. Attend City, County, State and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission.
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to quantify but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel in any litigation, including but not limited to defense of challenges to the City's ordinances, development orders, regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.



February 21, 2020

Via Electronic Mail Only

City Commissioners
City of St. Augustine Beach
C/O Ms. Beverly Raddatz, City Clerk
braddatz@cityofsab.org

Re: City Attorney Position | About Naples & Spence

Dear City Commissioners,

As you may be aware, our law office, Naples & Spence, Attorneys at Law, PLLC, requested consideration for the open St. Augustine Beach City Attorney position. Please allow this letter to serve as an informational piece about us and our firm.

David D. Naples, Jr., Esq. ("Dave") has been a resident of St. Johns County since 2009. He moved to St. Augustine to attend law school at the Florida Coastal School of Law in Jacksonville.

John J. Spence, Esq. ("Jack") is resident of Duval County however he has been practicing law in St. Johns County since 2010. He received his law degree from the Cleveland-Marshall College of Law and received his masters of law degree in intellectual property from the University of Akron, School of Law.

Jack began working as an associate attorney at a St. Augustine-based law firm in 2010. In 2012, Dave began working as an associate attorney at the same St. Augustine-based law firm Jack was in. During their time there, Dave and Jack handled cases involving litigation, contract review and drafting, estate planning and probate, civil appeals, homeowners' association disputes, and family law. Dave and Jack worked for the same firm until they left the firm in late-2017 to start Naples & Spence.

Naples & Spence is located off of State Road 16 in St. Augustine. We've been in business since September, 2017. Our office currently has two attorneys (Dave and Jack) and a full-time paralegal (Jeannie). Our office handles cases involving estate planning and probate, family law, personal injury, civil litigation, and business law. We have extensive experience representing homeowners against homeowners' and

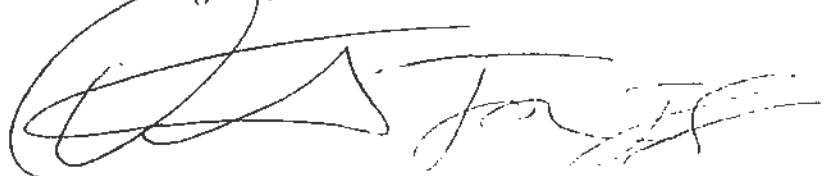
condominium associations. We have handled several cases where we have defended clients against code enforcement violations and county ordinance violations. Our office is also working with the St. Johns County Board of County Commissioners and local supporters in an effort to pass an animal abuser registry. See *Pet protection supporters lobby for animal abuser registry for St. Johns County*, St. Augustine Record, May 21, 2019.

Our office represents several local non-profits as their pro bono corporate counsel, including SAFE Pet Rescue and the St. Augustine Wildlife Reserve. Dave and Jack have received several awards for their pro bono service to the St. Augustine community. More specifically, the two have received a total of 12 awards from St. Johns County Legal Aid from 2013 through 2019 for their pro bono service to St. Augustine and its residents. In order to receive this recognition, Legal Aid requires an attorney to donate over 100 hours of pro bono legal service per year.

In continuing with our commitment to serve this community, we are excited for the opportunity to work close with Beach leaders and residents. We are also excited for the opportunity to grow our professional experience. We therefore feel that the opportunity to serve as the Beach's city attorney would benefit both parties.

If there is anything further we can provide, please do not hesitate to contact us at (904) 657-7117 and we would be happy to supply additional information. We look forward to meeting you all on March 2.

Best regards,

A handwritten signature in black ink, appearing to read 'Naples & Spence', written over a horizontal line.

Naples & Spence, Attorneys at Law

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this ____ day of _____, 2020, and effective MARCH 3, 2020, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("CITY"), having an address of 2200 AIA S., St. Augustine Beach, FL 32080 and the law firm of RALF BROOKES ("ATTORNEY"), having an address of 1217 E. CAPE CORAL PIKE WY 107, CAPE CORAL FLORIDA 33904.

WITNESSETH:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be RALF BROOKES, ESQ., who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys from the firm, including but not limited to, DENNIS BAYER, ESQ., who shall be deemed to be assistant city attorneys. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the CITY with a base fee of \$6,000.00 per month for all work within the "**Regular Scope of Work**," which excludes litigation and extra legal work, which additional items shall be billable by the ATTORNEY at the rate of \$175.00 per hour. See attached Exhibit "B" for Regular Scope of Work.

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H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by CITY for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation or trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

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ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

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- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this Agreement, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, and in connection with unemployment coverage only that: (1) ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2) Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this Agreement. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering this Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire

directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a city attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the CITY, consistent with the City's Charter.

Q. CANCELLATION. Either party to this Agreement may terminate this Agreement at any time during the term of this Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefor in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF ST. AUGUSTINE BEACH

ATTEST: _____
City Manager

BY: _____
Mayor-Commissioner

RALF BROOKES ATTORNEY

BY: Ralf Brooks
RALF BROOKES, ESQ.

Exhibit "B"

CITY ATTORNEY, CITY OF ST. AUGUSTINE BEACH

REGULAR SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 6:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 6:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 6 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, usually on the fourth Wednesday at 2:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts or similar documents.
7. Review and comment on contract forms between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional

use permits, final development plans, etc., together with research work associated with the preparation of those documents.

9. Respond by telephone, e-mail or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports and legal research.
11. Respond to email and telephone inquiries by members of the public regarding matters before the city.

Extra Legal – Bill Hourly at \$175

Work performed under extra-legal consists of the following:

- A. Attend City, County, State and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission.
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to quantify but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel in any litigation, including but not limited to defense of challenges to the City's ordinances, development orders, regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

APPLICATION
CITY ATTORNEY

RALF BROOKES ATTORNEY
1217 E Cape Coral Parkway #107
Cape Coral Florida 33904
(239) 910-5464
Fax (866) 341-6086
RalfBrookes@gmail.com
Ralf@RalfBrookesAttorney.com

If additional information is required continuation sheets may be attached to the application form.

1. *Summary of education, background and experience:*

EDUCATION:

University of Florida –Law School Gainesville, Florida, Juris Doctorate (J.D. 1988)

- Jessup's Cup Moot Court Team;
- UF Law School - Center for Governmental Responsibility - Fellowship Env Law

University of Miami - Bachelor Science Marine Science & Geology, Coral Gables, (B.S. 1985)

BACKGROUND AND EXPERIENCE:

CITY ATTORNEY

- **City of Madeira Beach, Florida** (Pinellas County, population 4,406) 2017-present
- **Town of Yankeetown, Florida**, (Levy County, population 760) Town Attorney 2006 – present
- **City of St Pete Beach, Florida** (Pinellas County, population 10,086) (City Attorney 2007-2008):
- **City of Bradenton Beach Florida**, (Manatee County, population 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

2. *Chronological summary of employment history from law school graduation to and including current position.*

- **Ralf G. Brookes, Attorney. 1998-present**
 - **City of Madeira Beach, Florida** (Pinellas County, population 4,406)
2017-present
 - **Town of Yankeetown, Florida,** (Levy County, population 760) Town
Attorney 2006 – present
 - **City of St Pete Beach, Florida** (Pinellas County, population 10,086)
(City Attorney 2007-2008):
 - **City of Bradenton Beach Florida,** (Manatee County, population
1,536) 2004 – 2009
- **Monroe County (the “Florida Keys”) - Land Use Litigation Counsel**
(1992-1998)
- **Sarasota County Assistant County Attorney** (1990 – 1992)
- **Fine Jacobson Schwartz Nash Block & England** (firm split currently
Weiss Serota Helfman and Bilzin Sumberg); Miami Florida and Tallahassee
Florida 1988-1990. Representation of Applicants and municipalities in S. E. Fla
Miami Dade, Broward, Palm Beach Counties. Development Applications,
Development Agreements, Rezoning, Special Exceptions, Conditional Uses;
DRIs, DEP/SFWMD Permitting.

3. *Have you ever been disciplined by the Florida Bar or any similar body regulating the practice of law in any other jurisdiction? If so, please explain.* **No. I have never had any disciplinary action taken by Florida Bar or similar body regulating practice of law in any jurisdiction.**

4. *Describe your current principal areas of practice.*

Ralf G. Brookes, Attorney. 1998-present.

City, County and Local government law practice - Representing local governments, public and private sector clients, public interest groups and not-for-profit organizations. Prepare and present to local government councils, commissions and boards, review and file applications, litigate approvals and denials, prepare and defend ordinances, land development regulations, comprehensive plan amendments, settlements, development agreements, administrative proceedings on local, state and federal agency permits, approvals, challenges and appeals in state and federal courts, state agencies, counties and municipalities.

5. *Please provide a representative client list for you or your firm and, where applicable, a firm resume.*

Currently representing local governments, including:

City of Madeira Beach,

Town of Yankeetown,

public and private sector clients, public interest groups and not-for-profit organizations such as

The Conservancy of SW Florida, Inc.,

SEE RESUME ATTACHED.

6. Provide a statement as to the approach, methodology and work plan you expect to use in providing legal representation for the City including the assistance, if any, you plan to receive from other attorneys.

Attend City Commission Meetings, attend other meetings as may be requested from time to time by staff or City Manager; review and revisions to documents by Email and Telephone Conferences; Assistance from other attorneys when necessary due to area of specialization or insurance counsel (personal injury cases, etc...); Provide legal review, revisions, advice and opinions in a responsive and timely manner.

SCOPE OF WORK: FLAT FEE v HOURLY RATE DESCRIPTION

The scope of work is divided into two parts: **regular** and **extra-legal**.

Under **regular** is the following:

1. Attend all regular meetings of the City Commission on **the first Monday of every month**. This meeting begins at 6:00 p.m. Attend special meetings or workshop meetings on other days of the month, if cleared with City Attorney prior to scheduling.
2. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer once a month, as needed, on the fourth Wednesday at 2:00 p.m. The City Attorney provides legal advice to the Code Enforcement Officer. The Code Enforcement Board has its own attorney, if one is needed. Attend emergency or special meeting, if cleared with City Attorney prior to scheduling.
3. Attend other meetings when requested or when deemed appropriate by the City Commission if cleared with City Attorney prior to scheduling.
4. Perform all legal work for the City as required by the City Charter, excluding litigation.
5. Handle the negotiation and preparation of agreements, contracts, or similar documents.
6. Review and comment on contract form between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional use permits, final development plans, etc., together with research work associated with the preparation of those documents.
9. Respond by telephone, email, or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive, and legal issues.

10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports, and legal research.

Work performed under **hourly rate** consists of the following:

- A. Litigation, state, federal, administrative DOAH Hearing.
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to quantify, but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel and defense to challenges to the City's ordinances and regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

7. *Give an explanation of your plan and ability to provide priority attention in accomplishing legal representation for the City.*

City work will receive first priority in all scheduling and legal requests from staff or Commissioners;

Any legal request will receive telephone or email response within 24 hours;

Completion of minor tasks within 24-48 hours;

Begin major legal tasks or research within 24 hours and completion within a few days.

8. Give a specific explanation of the financial arrangements under which you would be willing to accept appointment to the position of City Attorney. (i.e., hourly rate to be charged by you and any assistance, lump sum charge, or annual retainer proposed. Please use E – G to list any other fees not included in A – D.

RALF BROOKES ATTORNEY

- A. (1) Monthly lump sum retainer fee **\$ 7,000.00**
(2) Hourly fee for services not covered below **\$ 200.00**
- B. Litigation – Hourly Rate **\$ 200.00**
- C. Review Bonds/Notes - *This rate depends on the type of Bond & Bond Counsel involvement
- D. Travel – Hourly Rate _____ **\$ 0 - no charge for travel time**
Per Diem _____ **\$ 0 - no per diem charge**

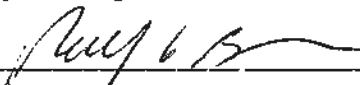
Whether any charge is to be made and, if so, how much, for the following:

- i) Secretarial expense – NO CHARGES
- ii) **Paralegal services - \$50 / hour**
- iii) Library resources – NO CHARGES
- iv) Computer research resources – NO CHARGES
- v) **Copying machine – 0.12 per page**
- vi) Postage – AT COST
- vii) General office supplies – NO CHARGES
- viii) Office space – NO CHARGES
- ix) Other overhead – NO CHARGES
- x) Travel and per diem – NO CHARGES

Certification

The undersigned hereby confirms as follows:

1. *I am a duly authorized agent of the law firm submitting the proposal.*
2. *I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below or attached.*
3. *My firm, RALF BROOKES ATTORNEY, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.*

By: 
Manual Signature of Agent

Date

Typed/Printed Name of Agent: Ralf Brookes Esq.

Title of Agent: Owner

RALF BROOKES

Board Certified in City County and Local Government Law by The Florida Bar



Ralf G. Brookes, Attorney. 1998-present. Local government law practice - Representing local governments, public and private sector clients, public interest groups and not-for-profit organizations. Prepare and present to local government councils, commissions and boards, review and file applications, litigate approvals and denials, prepare and defend ordinances, land development regulations, comprehensive plan amendments, settlements, development agreements, administrative proceedings on local, state and federal agency permits, approvals, challenges and appeals in state and federal courts, state agencies, counties and municipalities.

MUNICIPAL/CITY ATTORNEY EXPERIENCE:

- **City of Madeira Beach, Florida** (Pinellas County, population 4,406) 2017-present
- **Town of Yankeetown, Florida**, (Levy County, population 760) Town Attorney 2006 – present
- **City of St Pete Beach, Florida** (Pinellas County, population 10,086) (City Attorney 2007-2008):
- **City of Bradenton Beach Florida**, (Manatee County, population 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

MEDIATOR/ARBITRATOR/ALTERNATIVE DISPUTE RESOLUTION

- **Circuit Civil Court Mediator** - Florida Supreme Court Certified
- **Florida Court Appointed Arbitrator** – Florida Supreme Court Approved Training
- **Special Magistrate/Master, Fla. Stat. 70.51 Land Use & Dispute Resolution Act:** Alternative dispute resolution process for land use applications. (e.g., Village of Islamorada Florida)

BUSINESS MANAGEMENT:

BUSINESS MANAGEMENT CONSULTANT & ANALYST: 1998 –2000

Senior Consultant & Analyst Business Management—Cambridge Management Consulting (Celerant Consulting). Delivered measurable improvements in Operations and Maintenance systems to deliver sustainable measurable results of \$2.7 to 3.5 million dollars in annual client savings and increased profits. Identify and implement systems, reporting and management procedures for sustainable continual improvements and economic return on location in Texas, NJ, La, Delaware in Oil, Gas, Technology Sectors

TEACHING:

University of Florida Law School – Conservation Clinic and Env and Land Use Law Program,
Practitioner in Residence 2013 under Professors Ankersen, Flornoy and Hamann
Florida Gulf Coast University (FGCU) - Adjunct Professor Env Law 2005 - 2014.
Masters of Public Administration Program: Environmental & Land Use Law PAD 5620.

EDUCATION:

University of Florida –Law School Gainesville, Florida, Juris Doctorate (J.D. 1988)

- Jessup's Cnp Moot Court Team;
- UF Law Center for Governmental Responsibility Fellowship

University of Miami - Bachelor Science degree in **Marine Sciences/Geology**, Coral Gables, (B.S. 1985)

PROFESSIONAL:

Admitted to Florida Bar – 1988 (Over 22+ years as member in good standing)

Board Certified: City, County and Local Government Law by The Florida Bar – **2004 to date**

Florida Federal Courts: Admitted Middle District Fla., Southern District Fla., Northern District Florida

Florida State Courts: Admitted all state circuits, all appellate district courts, Florida Supreme Court

The Florida Bar, Sections and Committees:

- **City, County and Local Government Law Section**, to present
- **Environmental and Land Use Law Section (ELULS)**, Executive Council, 1993-2001
- **Administrative Law Section** Executive Council, 1991- 1999

Florida League of Cities, Florida Municipal Attorney's Association Member/Lecturer

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

Florida Municipal Attorney's Association Speaker Noise Ordinances

Southwest Florida Chamber of Commerce "Issues 08" Southwest Florida Legislative Delegation

A Sustainable Southwest Florida: Creating a Vision. Participant City Attorney



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