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**SPECIAL
COMMISSION MEETING
CITY OF ST. PETE BEACH**
155 Corey Avenue

Tuesday, August 12, 2014
4:00 PM

Call to Order
Pledge of Allegiance
Roll Call

SPECIAL MEETING

- 1. Action Items**
 - a. City Attorney Interviews**
- 2. Adjournment**

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: City Attorney Interviews

Date: August 12, 2014

Prepared By: Elaine Edmunds, Interim City Manager *EE*

Summary of Issue: On July 31, 2014 the City Commission reviewed the nine firms that had submitted Request for Proposals for the position of City Attorney and narrowed the field to three for interviews. They are Kelly Fernandez of Persson & Cohen, Ralf Brookes, and Andrew Dickman. I suggest that you interview the candidates in the above mentioned order and the two not being interviewed be in the City Clerk's Office until the process is complete.

Also, at the meeting it was agreed that a master list of questions would be compiled. We expect this list will be ready no later than Monday, August 11th.

Requested Motion: "I move that the City of St. Pete Beach accept the proposal of **OR** enter into negotiations with _____ for City Attorney services.

Attachments: Proposal from Kelly Fernandez/Persson & Cohen, P.A.
Proposal from Ralf Brookes, Attorney
Proposal from Andrew Dickman, Attonrey

Persson & Cohen, P.A.

Attorneys and Counselors At Law

David P. Persson
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney-Port

R. David Jackson, PA - Of Counsel

Telephone (941) 306-4730

Facsimile (941) 306-4832

Email: kfernandez@swflgovlaw.com

* Board Certified State and Fed. Govt. & Admin. Practice

** Board Certified City, County and Local Government Law

July 14, 2014

Reply to: *Lakewood Ranch*

Ms. Elaine Edmunds
Interim City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

RE: Request for Qualifications for Legal Services
Kelly M. Fernandez, Esq. / Persson & Cohen, P.A.

Dear Ms. Edmunds:

Please accept this as Persson & Cohen, P.A.'s response to the City of St. Pete Beach's Request for Qualifications for Legal Services. Our law firm appreciates the opportunity to offer our services to the City in accordance with this proposal. My name is Kelly Fernandez and I wish to serve as City Attorney. Before addressing each of the specifications in your request, we thought it might be beneficial to generally describe our practice and philosophy.

Persson & Cohen, P.A. is a law firm practicing primarily in the area of Governmental Law. We represent governmental entities, community associations, and private citizens from Pasco County to Lee County. We currently act as general counsel to the City of Venice and Town of Longboat Key and special counsel to the City of Sarasota, City of Palmetto, City of Punta Gorda, and Manatee County. Members of our firm also represent sixteen Community Development Districts and six Fire Districts.

Our view is that the City Attorney should be "general counsel" to the government. That means the City Attorney should offer advice on the day-to-day, week-to-week, and month-to-month activities of the City. Our firm believes that a collaborative approach to the City

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
217 Nassau Street S.
Venice, Florida 34285

Attorney's Office is best suited for today's governmental needs. For example, while I might advise the Commission and the City Manager on day-to-day activities, another member of our firm may primarily advise the Planning Board or Board of Adjustment, or address contract and procurement issues or utilities matters. This allows us to match the strengths and experience of the individual members of our firm with the needs of the City. Our internal communication procedures ensure that all members of the firm remain apprised of the main issues affecting the City and are able to respond expeditiously to any questions, needs, and problems posed.

It is also our belief that matters that require specialized knowledge are most successfully and cost effectively addressed by the City through the appointment of special counsel with the expertise already in-hand for the particular matter. Examples include bond financing, labor law, and real estate matters. Additionally within each skill set, there are different strengths. For example, while one labor attorney might be appropriate to address a sexual harassment matter, a different skill set might be necessary for intense labor negotiations. Regarding special counsel, our job as City Attorney would be to find the best person for the particular circumstance.

With that as a preamble, below please find our response to each of the specifications referenced in your Request for Qualifications for Legal Services.

- a. *The name, qualifications and experience of the person(s) that will be assigned to work with or consult with the City.*

Persson & Cohen, P.A., is comprised of five attorneys, who will all be available in some capacity to the City. I have practiced governmental law since the inception of my legal career. Prior to joining Persson & Cohen, P.A., I served as a Senior Assistant General Counsel for the former Florida Department of Community Affairs. In that capacity I worked with the Florida Communities Trust program in closing multi-million dollar land acquisitions in conjunction with our local government and non-profit partners. I also advised the Division of Community Planning in the areas of comprehensive planning and developments of regional impact. I served as lead counsel in numerous administrative and state court proceedings. As a result of the experience gained while working for the State, I became certified by the Florida Bar in the area of State and Federal Government & Administrative Practice. I intend to obtain certification in the area of City, County, and Local Government Law in 2015.

Ms. Elaine Edmunds

July 14, 2014

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Since joining Persson & Cohen, P.A., in 2009, I have served as Assistant Town Attorney to the Town of Longboat Key and, once we began representing the City of Venice in 2013, I have served as Assistant City Attorney. I am also special counsel to the City of Punta Gorda where I represent the City's appointed boards and committees, a hearing officer for land use matters in Manatee County, and represent the City of Sarasota's Nuisance Abatement Board. Apart from my municipal and county representation, I assist with advising our Community Development District clients and represent a number of homeowners' and condominium associations in foreclosure and covenant violation matters. Please see my enclosed resume for further information regarding my background, qualifications, and experience.

David P. Persson was appointed City Attorney for the City of Venice in 2013. Prior to that, he represented the Town of Longboat Key and its dependent Taxing Districts. He has handled a wide variety of local government matters as special counsel to Sarasota County and the Cities of Sarasota, Holmes Beach, and Palmetto and successfully represented Sarasota County before the Florida Supreme Court defending the term limit provisions within its Charter. Mr. Persson will be available for consultation and special projects relating to his extensive experience in dealing with the issues that affect beach communities in particular.

Maggie D. Mooney-Portale was appointed Town Attorney for the Town of Longboat Key in 2013. For over 10 years she has represented municipalities, dependent and independent special districts, and a deep water port authority on various legal issues related to land use, environmental law, contractual claims, public finance, public procurement, public private partnerships, taxing and special assessments, home rule authority, annexations, public records laws, Sunshine laws, and ethics laws. Ms. Mooney-Portale is certified by the Florida Bar in City, County, and Local Government Law. Ms. Mooney-Portale will be available for consultation and will be available on an as-needed basis to back-up to the City Attorney.

R. David Jackson's practice focuses mainly on environmental permitting, water use and coastal issues, regulatory compliance matters, and public procurement. During his 15-year legal career, Mr. Jackson has also had experience representing municipalities and special districts regarding these and various other issues. Mr. Jackson has a Bachelor's Degree in Civil Engineering and previously worked as an Assistant General Counsel for the Southwest Florida Water Management District. Mr. Jackson has handled multi-million dollar procurements and bid protests for our firm's municipal clients and would also serve on an as-needed basis as back-up to the City Attorney.

Andrew H. Cohen is District Counsel to a number of Community Development Districts and special counsel to the City of North Port's Contractors Licensing and Advisory Board. Community Development Districts are limited purpose local governments and, while Districts do not have police powers, Districts are still subject to other governmental requirements such as sunshine, procurement, and public records laws. Mr. Cohen will be available for consultation, including on matters related to bonds.

We invite you to visit our website at www.swflgovlaw.com to obtain more information about each of our attorneys.

- b. *Description of the services you are capable of providing that will best assist the City pertaining to legal matters.*

We believe that our firm's knowledge and experience uniquely qualifies us for service to the City. Our representation of the Town of Longboat Key and the City of Venice means that we have an existing depth of knowledge about the issues that face island/beach communities. Through our collaborative approach to representation, we are able to handle all of the City's routine legal needs.

Furthermore, with almost a quarter century working for local governments, we have developed a list of who to consult (and who not to consult), locally, regionally, state-wide and in Washington D.C. for those areas of law which we do not handle, including pension and bond matters, and special complex litigation matters. Moreover, we have developed a list of people we trust and respect at various levels of governmental practice who we can call upon informally to assist us in locating the best advice and counsel necessary to respond to whatever the problem may be. This is a significant advantage of practicing local government law in this part of Florida for a considerable length of time.

- c. *Statement of local availability and degree of accessibility to the City.*

Our main office is in Lakewood Ranch, just off of I-75 in Sarasota County. It takes approximately 45 minutes to reach St. Pete Beach. If selected as City Attorney, the City of St. Pete Beach would become my priority client and I would be available by phone or in person at all times. We will not charge for travel between our office and the City. I am also open to scheduling office hours in City Hall in order to foster communications and contact among the elected and appointed officials, as well as City staff.

d. *A proposed fee schedule (i.e., retainer, hourly rates, etc.)*

We have given a great deal of thought about how to propose a fee structure that will recognize our experience in local government law, while understanding that it will take some time to learn the nuances of the City's legal practice, through its Code and its appointed and elected officials. We do not think it is fair to charge the City for that learning curve. With that in mind, we offer the following two options:

Option 1:

At a flat rate of \$192,000 annually, payable in equal monthly installments, we will provide the following:

- All routine legal services required by the City, including preparation, discussion, meetings and attendance at all City Commission, Planning Board, Board of Adjustment, and any other City boards on an as-needed basis.
- Review and approval of all ordinances, resolutions and contracts as well as drafting these documents of a routine nature as needed.
- Assisting the City Manager and staff as needed.
- All discussions and review necessary to perform the above tasks.
- All travel related to these duties from our main office to the City and within the City.

If we handle matters outside this flat fee, we will do so for an hourly rate of \$195.00 per hour. Matters that fall outside the flat fee include the following:

- Prosecuting or defending litigation, including appeals, mediation, validation proceedings, and arbitrations in any administrative or civil proceeding, including any work related to, but occurring prior to, the filing of an action.
- Drafting significant amendments or re-codifications to the City's Code of Ordinances, the City's Comprehensive Plan, or other extensive city manuals, such as a procurement manual.
- Assisting in any comprehensive review and amendment of the City Charter.
- Preparation for and legal representation of the City in Special Master or Special Magistrate cases.
- Other legal services which the City and Persson & Cohen, P.A. agree are not within the normal and regular scope of day-to-day general counsel services, including special legal projects of a significant nature.

Ms. Elaine Edmunds

July 14, 2014

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Option 2:

Alternatively, we propose an hourly rate. Our regular hourly rate for local government representation is \$235.00 an hour. In recognition of the time necessary to become acclimated to the City's intricacies and legal nuances, we would reduce the rate by 20% for the first year of service. After the first year, the rate would readjust to our regular hourly rate.

Under either proposal, we do not bill clients for incidental costs such as copying, postage, and telephone expenses. We do not charge an "overhead factor." Our proposal does not include specialized representation such as labor law, bond work, real estate matters, or litigation which would be charged at our hourly rate or referred out to special counsel. Our proposal also does not include one-of-a-kind, significant out-of-pocket expenses such as multiple plans copying, out-sourced printing and the like.

- e. *Copies of latest agreements or contracts for legal services made with other governmental units. (No more than three).*

Please find enclosed our Agreements with the Town of Longboat Key and the City of Venice.

- f. *Three references from either attorneys or public/judicial officials.*

Edward F. Lavalley, City Manager, City of Venice, 401 West Venice Avenue, Venice, Florida 34285 - 941/486-2626

Alaina Ray, Director of Planning, Zoning & Building, Town of Longboat Key, 501 Bay Isles Road, Longboat Key, Florida 34228 - 941/316-1966

John Patterson, Esq., Shutts & Bowen LLP, 46 N. Washington Boulevard, Suite 1, Sarasota, Florida 34236 - 941/365-0550

Additional references provided upon request.

Ms. Elaine Edmunds

July 14, 2014.

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Thank you for the opportunity to express our interest in the position of City Attorney. If you deem it appropriate, we will be pleased to meet and discuss our proposal at a mutually convenient time. If you would like any additional information, we will be glad to provide it.

Respectfully,

A handwritten signature in black ink, appearing to read "Kelly M. Fernandez", with a long, sweeping horizontal stroke extending to the right.

Kelly M. Fernandez, on behalf of
Persson & Cohen, P.A.

Kelly M. Fernandez

6853 Energy Court
Lakewood Ranch, Florida 34240
(941) 306-4730
kfernandez@swflgovlaw.com

LICENSES Member, The Florida Bar, October 2003 – present
 Board Certified in State & Federal Govt. & Admin. Practice, 2009 - present

EXPERIENCE **Persson & Cohen, P.A.** Lakewood Ranch, FL
 Attorney March 2009 - present
 Primarily practice in the areas of government law, land use, and community association law. Serve as Assistant Town Attorney for the Town of Longboat Key and Assistant City Attorney for the City of Venice. Serve as Special Counsel to the City of Sarasota and City of Punta Gorda and a hearing officer for Manatee County. Handle litigation within the administrative and state court systems.

Department of Community Affairs Tallahassee, FL
 Senior Assistant General Counsel April 2004 - March 2009
 Represented the Division of Community Planning before the Division of Administrative Hearings, the Florida District Courts of Appeal, and Florida Circuit Courts. In addition provided legal advice on developments of regional impact and other land use matters, assist in drafting rule amendments, and conduct legislative bill analysis. Also assisted with representation of the Division of Emergency Management during activation of the State Emergency Operation Center and formerly represented the Florida Communities Trust program in closing multi-million dollar real estate transactions.

Contract Attorney Ft. Lauderdale, FL
 Attorney Oct. 2003 – March 2004
 Responsibilities included researching CERCLA, nonconforming uses, ad valorem taxes, contract interpretation, and corporate succession issues, as well as agency records review, client intake, and deposition assistance.

Alachua County Attorney's Office Gainesville, FL
 Legal Extern Sept. 2002 – Dec. 2002
 Assisted with a challenge to the Alachua County Comprehensive Plan update. Responsibilities included drafting pleadings and general trial preparation. Also drafted memoranda on various other land use and local government matters.

Conservation Clinic Gainesville, FL
 Student Attorney Aug. 2002 – Dec. 2002
 Participated in a project to implement a policy of the City of Gainesville's Comprehensive Plan pertaining to watershed management. Work involved characterizing the condition of local creeks, developing and analyzing methods of implementation, and conducting meetings with local government officials, state agencies, and local citizens.

Hopping, Green & Sams, PA Tallahassee, FL
 Summer Associate May 2002 – Aug. 2002
 Performed legal research and drafted memoranda primarily on issues involving environmental, land use, and local government law. Communicated with agencies regarding client matters. Analyzed legislative bills and statutory amendments.

Kelly M. Fernandez

6853 Energy Court
Lakewood Ranch, Florida 34240
(941) 306-4730
kfernandez@swflgovlaw.com

EDUCATION **University of Florida College of Law, Gainesville, Florida**
J.D., *with honors*, May 2003
GPA: 3.31 Class Rank: Top 25%

Universidad de Costa Rica, Summer 2001 - Studied international and environmental law.

University of Florida, Gainesville, Florida
B.S. in Wildlife Ecology and Conservation, May 2000
Minors in Zoology and Agriculture & Natural Resources Ethics & Policy
GPA: 3.39

AFFILIATIONS Florida Bar Environmental and Land Use Law Section, 2003-present
 Executive Council, member, 2006-2012
 Land Use Committee, Chair, 2008-2012
 Public Interest Committee, Chair, 2004-2006
 Public Interest Committee, Vice-Chair, 2003-2004
Florida Bar City, County, and Local Government Section, 2009-present
Sarasota County Bar Association, member, 2009-present
Junior League of Sarasota, member, 2009-present

AWARDS Florida Bar Environmental and Land Use Law Section's Judy Florence Memorial
 Outstanding Service Award, 2006

LECTURES "Quasi-Judicial Hearings: Lessons from the Trenches" CLE International
 Land Use Law Conference, Tampa, Florida - August 2012

 "A Proactive Approach to Foreclosure for Your Association" West Florida Chapter Community
 Associations Institute, Sarasota, Florida - May 2012

 "Unique Problems of Quasi-Judicial Process Before City and County Commissions" CLE International
 Land Use Law Conference, Tampa, Florida - August 2011

 "Re-zoning, Appeals and Citizen Challenges, Oh My!" Environmental and Land Use Considerations for a
 Real Estate Transaction (Florida Bar CLE), Tampa, Florida - January 2010

 "Land Use 101: Understanding the Land Use Approval Process and How to Ethically and Effectively
 Participate" Florida Bar CLE, Sarasota, Florida - November 2009

 "Land Use 101: Understanding the Land Use Approval Process and How to Effectively Participate" 15th
 Annual Public Interest Environmental Conference, Gainesville, Florida - February 2009

 "Comprehensive Plan Amendments and Development Orders" CLE International Land Use Law
 Conference, Panama City, Florida - May 2008

 "Concurrency: Roads, Schools and Water, Oh My!" Environmental and Land Use Considerations for a
 Real Estate Transaction (Florida Bar CLE), Tampa, Florida - January 2008

TOWN OF LONGBOAT KEY LEGAL SERVICES AGREEMENT

The Town of Longboat Key, Florida, with its principal place of business located at 501 Bay Isles Road, Longboat Key, Florida, 34228 (the "Town") and Persson & Cohen, P.A., Attorneys At Law, with a place of business located at 1820 Ringling Boulevard, Sarasota, Florida, 34236 (the "Firm"), for and in consideration of the mutual covenants herein contained and other good and valuable consideration, mutually agree as follows:

1. ACKNOWLEDGMENTS. In January 2013, the Town received proposals for legal services in response to Request For Proposal (RFP) 12-014. Attorney Maggie Mooney-Portale with the firm of Persson & Cohen, P.A., (the "Firm") was selected by the Town Commission to fill the role of Town Attorney under the terms and conditions set forth in this Agreement which supersedes any prior agreements.

2. PROFESSIONAL LEGAL SERVICES. Attorney Maggie Mooney-Portale and the Firm are designated as the Town's Attorneys pursuant to Article VI of the Charter of the Town, and shall perform all of the professional services customarily associated with being the attorney or general counsel for an incorporated city government, and as set forth in Attachment A - Scope of Services, and other services directed or requested from time to time by the Town.

3. GENERAL COUNSEL COMPENSATION, TERMS, AND CONDITIONS. The Firm will perform all Town Attorney services set forth in Attachment A for a monthly fee of \$20,312.50/month, for one year beginning June 1, 2013. Fees for other Attorneys, costs, etc., in effect for the term of this contract are set forth in Attachment B - Fee Schedule. Town Attorney services will also include the monitoring and oversight of litigation brought against the Town in which the Firm attorneys do not enter an appearance as Town Attorney and will include the handling of potential and actual claims for damages.

4. DURATION AND TERMINATION. This agreement is effective as of June 1, 2013, and Attorney Maggie Mooney-Portale and the Firm shall continue to provide legal services until terminated by either party by giving the other party ninety (90) days prior written notice of the termination of this agreement. On or before June 1, 2014, and each succeeding year thereafter the Town Commission will conduct an evaluation the work of the Attorney and the following may occur:

a. The Town Commission may opt to take no action on this Agreement. If the Town Commission takes no action, this Agreement shall be automatically extended under its terms and conditions for a period of one year for each successive year, with compensation as outlined in Attachment B - Fee Schedule, attached hereto.

b. The Town Commission, at a properly noticed meeting and by majority vote, may opt to decline to extend the Agreement whereupon this Agreement shall expire ninety (90) days from the date of that action and termination notice.

If termination notice is given, the Firm shall cease rendering all services on the date of termination, and the Town shall compensate the Firm as provided for in this Agreement for all services rendered through the date of termination.

c. As a result of the evaluation the Town Commission may specify improvement areas in the Attorney's work and may schedule follow up evaluations during the subsequent year.

d. Notwithstanding the foregoing, the term of this Agreement shall not be extended beyond June 1, 2019. At such time, if the Town Commission desires, the Town Commission may enter into a new negotiated contract with the Attorney or may seek proposals for legal services from other lawyers and/or law firms.

5. ADMINISTRATION. To the extent not in conflict with the Town Commission, the Town hereby authorizes the Town Manager, or designee, to administer the terms and provisions of this agreement on behalf of the Town and to make all administrative decisions on behalf of the Town as they relate to the provisions of this Agreement. All provisions and requirements outlined in Request For Proposal (RFP) 12-014 are incorporated herein by reference.

6. INSURANCE. The Firm shall maintain in full force and effect malpractice insurance coverage in an amount of not less than \$2,000,000 per claim and \$2,000,000 policy limit aggregate and shall from time to time provide the Town with evidence of such insurance.

7. NOTICES. All notices under this Agreement shall be in writing and shall be provided to the Town at 501 Bay Isles Road, Longboat Key, Florida, 34228, and to the Town Attorney and Firm at 1820 Ringling Boulevard, Sarasota, Florida, 34236. Notices shall be hand delivered or mailed, by certified or registered mail, return receipt requested, to the recipient with sufficient postage to reach the destination or sent by facsimile or electronic mail, in which case notice shall be deemed delivered upon the mechanical confirmation of delivery. The place where notice is given under this paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.

8. CONFLICT OF INTEREST. During the term of this Legal Services Agreement, Attorney Mooney-Portale and the members of the Firm shall observe the requirements regarding conflicts of interest as set forth in Rule 4-1 of the Florida Bar's Rules of Professional Conduct. Neither Attorney Mooney-Portale nor the Firm shall undertake representation of any other clients directly adverse to the Town.

9. SEVERABILITY. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Town of Longboat Key Legal Services Agreement to be executed in duplicate this ____ day of July, 2013.

WITNESS

Trish Granger
Signature

Trish Granger
Printed Name

PERSSON & COHEN, P.A.

By: Maggie Mooney-Portale
Signature

Maggie Mooney-Portale, Esq.
Printed/Typed Name

Date: 7/8/13

ATTEST:

By: Trish Granger
Trish Granger, Town Clerk

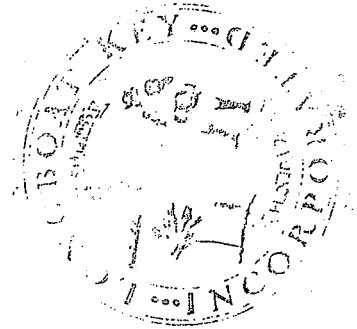
TOWN OF LONGBOAT KEY, FLORIDA

By: James L. Brown
James L. Brown, Mayor

Date: 7-1-2013

Approved as to form and correctness:

Dan Bailey
Charles D. (Dan) Bailey, Jr. Esq.



ATTACHMENT A SCOPE OF SERVICES

1. Retainer Services: The following services shall be performed by the Firm under the monthly retainer:

- a. routine general counsel legal services;
- b. meetings with Town Manager and staff;
- c. travel to/from Town Hall and travel within the Sarasota/Bradenton area;
- d. normal costs of copying, postage and telephone;
- e. all duties as identified throughout the Longboat Key Code of Ordinances;
- f. discussions and telephone conferences with individual Town Commissioners, as required;
- g. preparation for and attendance and participation in Commission regular and special meetings, workshops and attorney-client sessions; Code Enforcement Board meetings, Planning and Zoning Board meetings, Zoning Board of Adjustment meetings, Charter Review Board meetings (when scheduled), and other meetings that may be identified to require Town Attorney services;
- h. preparation, review, and/or approval of ordinances, resolutions, and contracts in accordance with Article VI of the Town Charter;
- i. utility billing issues (liens and lien satisfactions); and
- j. monitoring and reporting on the progress of Excluded Services referred out to other outside legal counsel;
- k. cost of the following items which shall be absorbed by the Firm:
 - o travel to/from Town, travel within Sarasota/Bradenton area;
 - o normal copying, postage, and telephone;
 - o computer equipment and programs;
 - o overhead (paralegal, secretarial, office equipment, office space, storage space, etc.), continuing education, publications, and law books, and online legal research services.

2. Non-retainer Services. The following services may be performed by the Firm for an hourly fee of \$235 to the extent they are not of such a nature or level of complexity as to lie outside the Firm's general practice areas, and in the latter case, the matter shall be referred to outside counsel with the consent of the Town Commission.

- a. preparation of basic real estate instruments/real estate transactions;
- b. environmental law;
- c. basic bankruptcy filings;
- d. litigation, imminent litigation, or imminent adversarial administrative proceedings as described in Florida Statutes 119.071(1)(d)1;
- e. pension law;
- f. labor /employment law;
- g. bond counsel services; and
- h. any other legal matter that might appear to fall into the category of Non-retainer services but which is of such a nature or level of complexity as to lie outside the Firm's general practice areas.

ATTACHMENT B FEE SCHEDULE

1. Retainer Services: \$20,312.50/month
2. Non-Retainer Services: \$235/hour

CITY ATTORNEY AGREEMENT

This City Attorney Agreement (the "Agreement") is made and entered into this 12th day of February, 2013, by and between THE CITY OF VENICE, FLORIDA (the "City") and DAVID PERSSON and the law firm of HANKIN, PERSSON, McCLENATHEN, COHEN & DARNELL (collectively, the "City Attorney").

WHEREAS, the relationship between the City and the City Attorney is one founded upon mutual trust, competence and respect developed over time and experience; and

WHEREAS, both the City and the City Attorney wish to foster a relationship that promotes trust, competence and respect as well as cost effective representation.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Appointment. The City hereby appoints David Persson and the firm of Hankin, Persson, McClenathen, Cohen & Darnell as City Attorney effective March 1, 2013. David Persson and the firm of Hankin, Persson, McClenathen, Cohen & Darnell hereby accept the appointment as City Attorney.
2. Compensation. The City Attorney shall perform all duties and responsibilities of the office of City Attorney for the yearly compensation of \$248,650.00 (the "retainer"), payable in arrears in monthly installments with the first payment to be made April 1, 2013. These duties and responsibilities shall include those services identified in Exhibit 1 and shall not include litigation, labor, bond work, real estate closings, pension issues, Federal Aviation Authority matters or other specialized legal services beyond those matters generally and usually associated with the office of the City Attorney for a local government. If the City Attorney undertakes representation of the City on any matter not covered by the retainer, he and his firm shall be compensated at the rate of \$195.00 per hour.
3. Resolution of Unforeseeable Matters. Both parties understand and agree that every contingency cannot be anticipated and unforeseen circumstances must be left to mutually agreeable and acceptable solutions. Therefore, if it is not readily apparent whether a matter is included in the retainer, the City Attorney shall, whenever possible, immediately bring the matter to the attention of the City Council to assure a mutual understanding of how the matter will be treated before legal fees are incurred.
4. Reimbursement. The City Attorney shall be responsible for the usual and incidental costs associated with responding to the City's legal needs. The

City shall be responsible only for one-of-a-kind significant out-of-pocket expenses incurred by the City Attorney (examples of which include, but are not limited to: filing fees, court reporter costs, out-sourced printing, plans copying, overnight deliveries, registered mail, etc.). The City Attorney shall be entitled to travel costs and expenses only when sent on City business outside of the City from his Venice office.

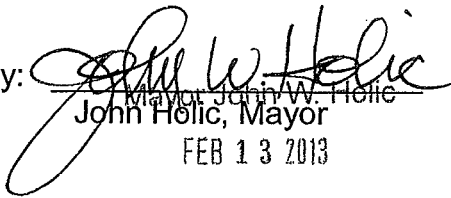
5. Termination. The City may terminate this Agreement for any reason whatsoever by giving written notice to the City Attorney after a vote at an advertised and noticed public meeting. The City Attorney shall remain available to the City, at the City's absolute discretion, for up to ninety (90) days after termination. The City Attorney may terminate this Agreement for any reason whatsoever by giving written notice to the City whereupon the City Attorney shall agree to remain City Attorney for at least ninety (90) days after resignation. The parties are free to agree to mutually extend or shorten these times as may be deemed necessary and appropriate.

IN WITNESS WHEREOF, the parties executed this Agreement in the City of Venice, Sarasota County, this 12th day of February, 2013.

CITY OF VENICE

DAVID PERSSON and
HANKIN, PERSSON, McCLENATHEN,
COHEN & DARNELL

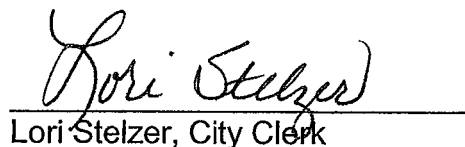
By:


John W. Holie, Mayor
FEB 13 2013



David Persson, individually and on
behalf of Hankin, Persson,
McClenathen, Cohen & Darnell

ATTEST:


Lori Stelzer, City Clerk

Approved By City Council

Date: 2/12/13

APPROVED AS TO FORM
AND CORRECTNESS:

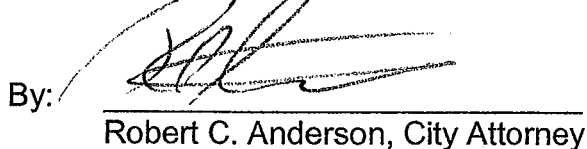
By: 
Robert C. Anderson, City Attorney

Exhibit 1

- Routine legal services
- Preparation for meetings
- Discussions, face-to-face and phone with staff and Council Members
- City Council regular meetings
- City Council special meetings
- Planning Commission regular meetings
- Planning Commission special meetings
- Board of Construction Appeals regular meetings
- Board of Construction Appeals special meetings
- Code Enforcement regular meetings
- Code Enforcement special meetings
- Charter Review meetings
- Agenda meetings
- Architectural Review Board regular meetings
- Architectural Review Board special meetings
- Review and approval of Ordinances, Resolutions and Contracts
- Prepare Ordinances, Resolutions and Contracts
- Assist City Manager and staff
- Discussions and reviews as necessary
- Travel from office to City Hall
- Travel within the City
- Normal copying, postage and telephone
- Overhead (paralegal, secretarial, office space)
- Continuing education
- Publications
- Law books

RALF BROOKES, ATTORNEY

Board Certified in City, County and Local Government Law

July 8, 2014

City of St Pete Beach

Re: City Attorney Position

Dear City of St Pete Beach,

I would like to serve as City Attorney for St Pete Beach. Please find the attached:

CITY ATTORNEY PROPOSAL: RALF BROOKES ATTORNEY

1. Specifications: Proposals should include the following:

a. The name, qualifications and experience of the person(s) that will be assigned to work with or consult with the City.

RALF BROOKES, Fla Bar No. 778362

Qualifications and experience: ATTACHED

b. Description of the services you are capable of providing that will best assist the City pertaining to legal matters.

BOARD CERTIFIED: CITY, COUNTY & LOCAL GOVERNMENT LAW

- a. Be attorney of record in all civil suits, actions and legal proceedings wherein the city, city commission, city manager, departments, boards or city officials or employees are parties by virtue of their official positions or official actions except as provided in section 2-152.
- b. Institute and prosecute all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the city commission except as provided in section 2-152.
- c. Defend all civil suits, actions and legal proceedings brought against the city except as provided in section 2-152.
- d. Serve as legal advisor to the city commission, the city manager, and through the office of the city manager, advise personnel as designated by the city manager and city boards who are not authorized to retain separate counsel.
- e. Render written legal opinions requested by the city commission or city manager on matters relating to city government and the interpretation, construction and meaning of the Charter, statutes, ordinances, resolutions and contracts affecting or pertaining to city government.
- f. Prepare or review and approve as to form and legal sufficiency all city ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the city.

- g. Attend and be present at all regular and special meetings of the city commission unless excused from attending by the mayor.
- h. Perform such other duties, powers and responsibilities as assigned by the city commission.

c. Statement of local availability and degree of accessibility to the City.

Accessible on demand from cape coral by phone, email and available in person as needed; locally available in approximately 1.5 hours with no charge for travel time. Available in person as needed and requested for:

Board of Commissioners Regular Meetings – 6:00 p.m. – 2nd and 4th Tuesday of each month

Board of Adjustments – 2:00 p.m. - Last Wednesday of each month

Planning Board – 4:00 p.m. – Third Tuesday of each Month

Other boards by request

d. A proposed fee schedule (i.e., retainer, hourly rates, etc.).

**No Monetary Retainer Required;
\$190/hr Hourly Rate
Actual Cost Expenses**

e. Copies of latest agreements or contracts for legal services made with other governmental units.

ATTACHED

f. Three references from either attorneys or public/judicial officials.

**Yankeetown Mayor Pro Tem/Councilperson Larry Feldhuesen
(352) 447-0809; cell (678) 778-0626; Three (3) Attorney References, attached**


/s/ Ralf Brookes
Ralf Brookes Attorney
Fla Bar No. 0778362



1217 East Cape Coral Parkway #107, Cape Coral, Florida 33904
phone (239) 910-5464 ~ (866) 341-6086 fax
email

RALF BROOKES ATTORNEY

Attorney References:

H. "Ray" Allen, Esq. Carlton Fields, Tampa (813) 223-7000

Bob Schillinger, Esq., Monroe County Attorney (305) 292-3470

Larry Erskine, Esq., City of Key West Asst. Attorney (305) 809-3774

PROPOSED RATE, RETAINER & COSTS PROPOSAL
for
CITY OF ST. PETE BEACH

Ralf Brookes Attorney

Proposed Hourly Rate

City Attorney Issues / Litigation and Non-Litigation\$190 / hour

Retainer

No retainer required for local governmentsNot Required

Costs & Expenses

Costs & Expenses..... at Actual Cost

RALF BROOKES

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



Ralf G. Brookes, Attorney. 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.

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, noise and other 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; established Pollution Control Trust Fund.

MUNICIPAL/CITY ATTORNEY EXPERIENCE:

- **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
- **Town of Yankeetown, Florida**, (Levy County, population 760) 2006 - present

As City/Town Attorney. Meet with and advise City Manager and Departments; Litigation, Comprehensive Plan Amendments, Land Development Code Amendments and review of development application, variances, cell towers, planned developments, rezonings, comp plan amendments ordinances, contracts, government and public works projects.

MEDIATOR

- **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)

PRIVATE LAW FIRM EXPERIENCE:

Fine Jacobson Schwartz Nash Block & England, in Miami/Tallahassee, Attorney 1988 - 1990. Represented cities and land development applicants in City of Miami, Boca Raton, Opa Locka, South Miami, Miami Beach, Key Biscayne; Dade, Broward and Palm Beach Counties; sought and obtained local land use, zoning, site plan approvals and permits, enforcement actions, loan documentation, environmental issues and site cleanups, draft and litigate ordinances, land development regulations, comprehensive plan amendments, settlements, development agreements, local, state and federal agency permits, approvals, challenges and appeals; administrative law practice before state agencies, cities and counties

MANAGEMENT EXPERIENCE:

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 improvement. Oil, Chemical and Gas Sectors: Large Scale Production & Refining Facilities (1000+ workers) in Texas, NJ, La, Delaware; Manufacturing Facilities (1000+ workers); Corp. Headquarters (100+).

TEACHING:

Florida Gulf Coast University (FGCU) - Adjunct Professor Env Law 2005 - present.

Masters of Public Administration Program: Environmental & Land Use Law PAD 5620.

University of Florida Law School – Env and Land Use Law Program, Practitioner in Residence 2013

EDUCATION:

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

- Jessup's Cup 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

Certified Circuit Court Mediator – Certified by Florida Supreme Court

Arbitrator – Fl Court Appointed

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

GUEST SPEAKER:

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

University of Florida Law School, Guest Lecturer: "Rewards of Local Government Career Service"

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

CITY ATTORNEY FEE AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation (hereinafter "CITY") and RALF BROOKES (hereinafter "ATTORNEY"), and upon the mutual consideration provided herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ATTORNEY has been appointed City Attorney for CITY in accordance with CITY's charter and ordinances. ATTORNEY has accepted said appointment and shall fulfill all of the duties thereof, as prescribed by the charter, ordinances and laws applicable thereto.
2. This agreement shall commence on February 6, 2008, at which time ATTORNEY shall assume all of the duties of City Attorney for CITY and shall remain in said position unless removed therefrom by the City Commission of CITY in accordance with law or ATTORNEY resigns.
3. ATTORNEY shall attend all regular and special meetings and workshops of the City Commission, and perform all requirements of the City Attorney as provided in the City Charter. In addition, the ATTORNEY shall attend meetings of the Planning Board, Board of Adjustments and Code Enforcement Special Magistrate, if such attendance is requested by the Board or Staff prior to scheduling the meeting date and time. ATTORNEY shall be available to assist City staff and any City Commissioner on any matter involving official City business, at any reasonable time either by phone or in person. ATTORNEY shall meet with City staff and any City Commissioner, from time to time, as requested, at reasonable times. It is understood that the City Attorney is a part-time City official engaged in the private practice of law, has other clients throughout Florida and ATTORNEY should be contacted in advance (by email or/and telephone) to schedule available meeting dates and times.
4. CITY will send ATTORNEY copies of documents and will not send ATTORNEY original documents, (unless the CITY requires a signed original with the ATTORNEY's signature for immediate return to the CITY). ATTORNEY will sign original documents at CITY Hall in person before or after scheduled meetings or when necessary or desired via US Mail or overnight delivery. ATTORNEY will provide the CITY with electronic copies of all responses to requests for legal services by email attachment, including legal pleadings filed in any action. I will send you copies of any such relevant documents via email as appropriate to the City Clerk, City Manager, or Department Head for distribution as appropriate for each item, issue or document.
5. CITY shall pay ATTORNEY dollars (\$) per hour invoiced and payable on a monthly basis, and shall be paid within twenty (20) days of the CITY's receipt thereof by sending an electronic (.pdf) copy of ATTORNEY's invoice via email attachment to the City Clerk. All time shall be delineated in tenths (0.1) of an hour.
6. In addition to the foregoing, CITY shall reimburse ATTORNEY for all out of pocket expenses associated with services performed on behalf of the CITY such as including photocopies, postage, and pro rata charges for Westlaw/Lexis computerized legal

research used to research legal issues for the City of St. Pete Beach, within twenty (20) days of CITY's receipt of an invoice for the same. CITY shall reimburse ATTORNEY for hotel accommodations for any meetings that extend beyond 9:00 p.m. not to exceed \$120/night. CITY shall pay or reimburse ATTORNEY for, expenses for seminars or the purchase of reference materials necessary, to the extent the same fall within budgeted amounts for such items and are of particular importance and relevance to issues or cases before the CITY.

7. The hourly rates set forth in this Agreement may be modified or adjusted from time to time upon request and approval of both ATTORNEY and the City Commission of CITY.
8. ATTORNEY shall assure that service is rendered promptly and efficiently. ATTORNEY shall be an independent contractor and shall maintain a fully functioning law office with the support necessary to carry out the terms of this Agreement. In the event that ATTORNEY shall determine that a conflict of interest may arise or has arisen in reference to any legal matter that ATTORNEY is handling for CITY, ATTORNEY shall promptly notify the City Commission or City Manager thereof. In the event that the conflict cannot be resolved, ATTORNEY shall recommend that the City Commission retain a specially appointed attorney to represent CITY with respect to the matter.
9. The City Commission may terminate the Agreement at its discretion, without cause, upon giving ATTORNEY thirty (30) days written notice. ATTORNEY may terminate this Agreement upon giving the City Commission written notice that ATTORNEY shall terminate service after ninety (90) days.
10. This is not a sole and exclusive contract and the City of St. Pete Beach may also choose to hire specialized or substitute counsel in any particular matter at any particular time. Separate, specialized or substitute legal counsel may only be engaged to represent CITY where the City Commission or City Manager, with the advice of ATTORNEY, determines that other counsel is necessary and should be employed to represent CITY in a particular matter.

IN WITNESS WHEREOF, this Agreement has been approved by the City Commission of CITY, executed by the Mayor thereof, and by ATTORNEY, this ____ day of _____, 2008.

RALF BROOKES ATTORNEY

Ralf Brookes, Esq.
Ralf Brookes Attorney

CITY OF ST. PETE BEACH, FLORIDA

By: _____
Ward Friszolowski, Mayor

Attest:

City Clerk

**RALF BROOKES, ESQ.
MEDIATOR/SPECIAL MAGISTRATE
AGREEMENT**

September 13, 2011

Dear Counsel and Parties:

This letter agreement will confirm, and set forth the terms of engagement, of Ralf Brookes Esq., who is a *Florida Certified Circuit Court Mediator* by The Florida Supreme Court and is certified in *City, County and Local Government Law* by The Florida Bar, to provide services as Mediator or Special Magistrate in proceedings involving environmental, land use and zoning disputes.

1. **Schedule.** The proceeding shall be scheduled on a mutually convenient date, time and location.
2. **Conduct.** Unless otherwise stipulated or agreed by the parties, the provisions of the applicable Florida Statutes will control and govern these proceedings.
3. **Party Statements/Background.** A case summary with introductory party statements and any relevant documents may be provided and will be accepted by the Special Master by mail/email at least 3 days prior to the scheduled mediation date.
4. **Fees.** The Special Master's rate shall be **\$250 per hour that may be split equally (i.e., ½ each for 2 parties = \$125 for each party)** for all time spent on this matter, including preparation for the proceeding, attendance at the proceeding and preparation of any written recommendations, reports or orders at or after conclusion of the mediation session.
5. **Costs.** Expenses associated with attending the proceeding will be paid at cost, including any postage, fed ex, copies, gas or mileage, tolls, parking, and lodging. All costs and expenses incurred will be split between the parties.
6. **Retainer.** A **\$1500 retainer** is required at the time dates are reserved. NOTE: A cancellation fee of \$500 plus cost/expenses/time incurred is due if mediation is cancelled less than 72 hours in advance of scheduled date.
7. **Fees and Cost Allocation.** Unless otherwise stipulated or agreed, the total fee and expenses will be divided between the plaintiff (1/2) and defendant (1/2).
8. **Cancellation policy.** If the proceeding is cancelled or postponed after the Special Master has already made travel arrangements and departed, then any time and expenses incurred shall be paid for the cancelled or postponed proceeding. A cancellation fee of \$500 plus cost/expenses/time incurred is due if mediation is cancelled less than 72 hours in advance of scheduled date.
9. **Mediator is not legal representative of any party.** All parties are represented by counsel (or will represent themselves) in this proceeding. The preparation by the Mediator/Special Master of any written recommendations, reports or agreements reached during or after the proceedings shall not be considered representation of any party in the case.

Please sign and return this form to RalfBrookes@Gmail.com or Fax 1-866-341-6086

Sincerely,

Ralf Brookes

Mediator/Special Magistrate

As Agreed: _____ (for Plaintiff) Date: _____

(for Defendant) Date:

ANDREW W. J. DICKMAN

Attorney at Law

Miami

T: (305) 758-3621

F: (305) 758-0508

Naples

T: (239) 434-0840

F: (239) 434-0940

July 11, 2014

Office of the City Clerk
City of St. Pete Beach, City Hall
155 Corey Avenue
St. Pete Beach, FL 33706

RE: "CITY ATTORNEY PROPOSAL"

Honorable Mayor and City Commission:

Please accept this proposal, my enclosed curriculum vitae, and professional references in connection with the above referenced position.

Background: I am currently a zoning and land use attorney practicing in my own firm. I became an attorney after 10 years as an AICP urban and regional planner. I continue to apply both professions. I also teach at the Ave Maria School of Law as an adjunct professor. I teach two courses: Environmental Law and Land Use Law. My environmental law lectures consist of all major federal legislation, including the Clean Water Act, Clean Air Act, Endangered Species Act, and NEPA. My land use law lectures focus on local government zoning and land use cases which cover constitutional issues, history of zoning and planning in the United States, takings, growth management, quasi-judicial hearings, planned unit developments, environmental justice, nonconformities, and more.

You'll note on my detailed CV that I have a masters degree from UF in urban and regional planning. I held many planning positions throughout Florida and attended law school at night while working as a community/social planning director in Miami. I was born and raised in Tampa and currently reside in Naples, Florida.

Qualifications: As you can surmise from my CV, I have dedicated my entire professional career to planning quality places to live, work, and visit; to protecting Florida's natural environment and wildlife; and to advocating good government. I believe protecting our environment will require sound local government planning for neighborhoods (no matter what density) and business. To achieve this local officials must adhere to the law and craft their own policies specific to their city – not just zoning codes and comprehensive goals, objectives and policies. I have experienced this dynamic as an elected official, appointed official, planner, and attorney. I believe this unique perspective will allow me to serve you, under your code and charter, while you serve the city residents, businesses, and visitors. I am very experienced with conducting public hearings and the role of the city attorney in this capacity. I fully understand Florida sunshine laws and public records. I am very experienced interpreting existing codes and laws, and drafting new codes. I am very experienced with the comprehensive plan amendment process

Law Offices of Andrew Dickman, P.A.

PO Box 771390 • Naples, FL 34107-1390 • andrewdickman@comcast.net

and ensuring the land development codes implement it. I have litigated against cities throughout Florida on behalf of industry, neighborhoods, and civic organizations. I believe this will allow me to advise you and the administration to avoid such litigation. I have negotiated many settlements because I firmly believe most conflicts and disagreements can be resolved before litigation is initiated. As a "built out" city, I am aware that St. Pete Beach faces redevelopment challenges and opportunities. I also understand the discord this may cause between redevelopment projects and existing land owners. I have years of experience dealing with "compatibility" issues and conflicts. I have never advocated against a land owner's inherent property rights, but at the same time I have counseled clients that cities and counties have the police powers to enact codes that may limit property rights, to an extent, for the public good. I understand "takings" laws and eminent domain; I have drafted many legal opinions; and I'm more than capable of defending the city in civil suits. So while I have not served in the capacity of "city attorney", I have worked as a civil servant and I am acutely aware of the role of a city attorney.

Availability: I am willing to relocate. As I stated, I was born and raised in Tampa. My entire family still resides in the Tampa Bay area and I'm very familiar with St. Pete Beach and Pinellas County. This will remove any availability issues pertaining to commission and board meetings.

Fee Schedule: I am flexible. Due to the volume of work the city would provide to my firm, I can offer a reduced hourly rate of \$180. I am willing to discuss an hourly/flat fee arrangement, or a full time city attorney position.

As stated above, I have not served in the official capacity of a city attorney, contractually or as an employee. Yet I feel more than qualified given my nearly 25 years interacting with local governments. Also, please consider the importance of coming to the city from Southwest Florida; I have no professional relationships with anyone in your region that could be, or appear to be, a conflict. Local firms may not be able to offer you that security.

Thank you for the opportunity to present my firm for your consideration. I would gladly accept an invitation to speak with you more in-depth about my qualifications pertaining to the position of city attorney for St. Pete Beach.

Cordially,

A handwritten signature in dark ink, appearing to read 'A. Dickman', with a long horizontal flourish extending to the right.

ANDREW DICKMAN

Andrew Dickman, P.A.

ANDREW W. J. DICKMAN

Andrew Dickman, P.A.
P.O. Box 771390
Naples, FL 34107

Tel: (239) 434-0840
Fax: (239) 434-0940
andrewdickman@comcast.net

EDUCATION:

Juris Doctor (1999)
Nova Southeastern University
Shepard Broad Law Center
Fort Lauderdale, Florida

Master of Arts in Urban and Regional Planning (1992)
University of Florida, College of Architecture
Gainesville, Florida

Bachelor of Science in Psychology (1987)
University of Florida, College of Liberal Arts and Science
Gainesville, Florida

AFFILIATIONS & LICENSES:

American Institute of Certified Planners (AICP), Lic. #011349
American Planning Association (APA), Florida Chapter
The Florida Bar, Lic. #0238820
United States District Court, Southern and Middle Districts of Florida
Urban Land Institute (ULI)

PROFESSIONAL EXPERIENCE:

Attorney, Law Office of Andrew Dickman, P.A., Naples, Florida (2002-Present).

This is a law firm I founded in 2002, when our primary representation consisted of the statewide redistricting process, mapping voter data, interacting with numerous state and federal elected officials, and representing public interest groups.

Since then my legal and planning practice areas have expanded to representing various non-governmental organizations, vendors, contractors, marine industries, public and private schools, builders and developers with complex real estate transactions, drafting and negotiating contracts, re-zoning and comprehensive plan applications, permitting development projects, public hearings, code enforcement actions, establishing and preservation of historic sites and districts, environmental regulations, sunshine laws, public records laws, campus master planning, settlement negotiations, competitive procurement process, and various other federal, state and local regulatory requirements and processes. In this capacity, I am a registered lobbyist in numerous municipalities where required in order to interact with local officials on legislative and quasi-judicial matters. I have a comprehensive understanding of Florida sunshine laws and have experience with the Florida Commission on Ethics. I directly manage all personnel and administrative responsibilities of my firm.

I have handled hundreds of local government quasi-judicial public hearings. I have lobbied the Corps against inappropriate permit applications. I have tried cases in Circuit Court and in the DOAH, including NEPA violations. I have an extensive appellate practice at the local government and agency level, Circuit Court appellate division, District Courts of appeal, and the Florida Supreme Court. My reported cases include Auerbach v. City of Miami, 929 So.2d 693, 31 Fla. L. Weekly D1432 (May 24, 2006)*, Payne v. City of Miami, 913 So.2d 1260, 30 Fla. L. Weekly D2600 (November 16, 2005), and Payne v. City of Miami, 927 So.2d 904, 30 Fla. L. Weekly D2601 (November 16, 2005).

Adjunct Professor, Ave Maria School of Law, Naples, Florida (2009-Present).

When the Ave Maria School of Law relocated from Michigan to Naples in 2009, I was recruited to teach two courses (environmental law and land use law) to second and third year law students. Topics I teach include NEPA, the Clean Water Act, the Clean Air Act, the Endangered Species Act, local zoning and land use laws, and growth management. My responsibilities include designing the curriculum, selecting the law texts, preparing syllabi, preparing and conducting individual class lectures, preparing and administering mid-term tests and end of semester examinations or research papers, and assigning individual student grades. I meet with students one-on-one as requested, mentor students who seek career guidance, and I participate with other faculty and law school administrators. I advise the Environmental Law Society regarding mission, memberships, and participation at local and statewide events. I am required to stay current with environmental and land use subject matters. I have represented the law school at forums, authored opinion statements for publication, and interviewed by news reporters on behalf of the law school on subjects related to environmental and land use policy and law.

Also during the period of 2000-2013:

1. I served as an elected official for the Village of El Portal in Miami-Dade County, in the capacity of Councilman and Vice-Mayor. I was a member of the Florida League of Cities and interacted with other local officials and members of the Miami-Dade delegation of state elected officials. I oversaw the Village's building, zoning and planning activities; I interacted with residents and commercial owners within the Village; I coordinated Village Attorney and Village Clerk activities; and I negotiated contracts with the Village's police union, solicited state and federal grants, participated in competitive procurement processes, bid protests, managed the amendment campaign of the Village Charter from a strong Council government to a Village Manager-Council government, and served on the committee to hire the Village Manager.
2. I served as lead counsel and policy director for the Conservancy of Southwest Florida, reporting directly to the now retired President and CEO (Kathy Prosser), advocating positions of the Conservancy with local and state officials, litigating on behalf of the Conservancy, managing both internal policy staff and external attorneys working for the Conservancy, and assisting with grants, acquisitions and donor development.
3. I served the Board of County Commission for Collier County on its Environmental Advisory Council, as Chair and Vice-Chair, advising the Commission on legislative, policy, and land development matters pursuant to local codes and regulations, federal statutes such as NEPA, and conservation policies for compliance with the Endangered Species Act. I conducted public hearings and interacted with senior county environmental and planning staff.

Associate Attorney, Bilzin Sumberg Baena Price & Axelrod, LLP, Land Use Department, Miami, Florida (2000-2002).

At Bilzin Sumberg, I had the great honor to work with some of the top real estate, land use, zoning and environmental attorneys in the state. The firm is almost exclusively real estate development and local government contract oriented; therefore, lobbying and governmental relations were central to that practice area. My responsibilities as an associate attorney were to assist the senior partners in the firm's land use department acquire entitlements (comprehensive plan amendments, rezoning, variances, special or conditional permits, developments of regional impact approvals, etcetera) for land owners, developers and builders, including many private businesses seeking local government contracts. As part of this, I was exposed to complex real estate transactions, construction contracts, and bid protests. I worked directly with local government planners, attorneys and elected officials, and participated in quasi-judicial public hearings. I also helped negotiate mitigation

strategies and settlements with adversely impacted neighborhoods, civic groups, and individuals who were in opposition to our client's proposed project. I resigned from the firm in order to start my own firm.

Planning Director, Community Services Planning Center, State of Florida; Department of Children and Families, Miami, Florida (1993-2000).

Six months after Hurricane Andrew devastated southern Miami-Dade County, I was recruited to join a multi-disciplinary recovery team that included the County Health Department (environmental health specialists and nursing professionals) and the Centers for Disease Control. Our goal was to divide the impacted area into zones and then target neighborhoods with greatest needs and risk assessment within each zone for health and social services. My expertise as a planner and geographic information systems (GIS) specialists, allowed me to "mine" and map existing socio-economic databases, census data, and data collected by teams in the field. These tools were used to strategically coordinate the activities of multiple agencies and to track progress from 1993 to 1996. It was a great opportunity to support high level epidemiologists, recovery teams, and community organizers.

Following the conclusion of this state/federal program, I was promoted to senior executive in the District Administrator's office of the Florida Department of Children and Families (DCF) for Miami-Dade and Monroe Counties (now the "southern region"). My initial assignment was to leverage the tools and information assembled with federal resources during the prior three years and build a social services planning department to support the District Administrator and senior staff overseeing public health, foster care, child and elder care, developmentally disabled, and other anti-poverty programs.

Within a year we expanded the program into a stand-alone "Community Services Planning Center" in order to consolidate the strategic planning of partner agencies and non-profit agencies receiving DCF funding. By 2000, I expanded the program to supervising five analysts and planners, administrative staff, managing a \$600,000 annual budget, contracting with vendors, and collaborating with multiple South Florida counties and municipalities, the DCF secretary's office in Tallahassee, and the Urban Institute in Washington, D.C. I resigned upon graduation from law school.

Planning Technician, St. Johns River Water Management District, Geographic Information Systems (GIS) Unit, Palatka, Florida (1992-1993).

After concluding my Masters Degree, I joined the GIS unit at the St. Johns River Water Management District, recognized as one of the most progressive teams using emerging GIS technology to model and map ground water, surface water, and wetlands to support water resource permitting, land management, and other District responsibilities. My principle activities were to collaborate with District specialists analyzing and mapping population growth and identifying jurisdictional wetlands. I attended both technical and environmental policy briefings, and drafted reports for District senior staff. I resigned when I accepted the Hurricane Andrew relief position in Miami.

Planning Technician, North Central Florida Regional Planning Council, Local Government Assistance Section, Gainesville, Florida. (1990-1992).

In 1990, I was awarded a fellowship from the United States Housing and Urban Development agency (HUD) which supported my graduate studies and employed me at the North Central Florida Regional Planning Council (RPC) in Gainesville, Florida. The state of Florida had recently adopted its "Growth Management Act" (now the "Community Planning Act") requiring all counties and municipalities to prepare and implement comprehensive plans. The RPC was assisting 11 mostly rural counties and 33 small municipalities with their comprehensive planning mandate. I worked with RPC planners collecting and mapping data on existing land uses within the region, and then using population projections

to help each jurisdiction to prepare future land use maps. Many of these communities had no or minimal zoning regulations. I collaborated with RPC and local government officials to write new land development codes designed to implement the goals, objectives and policies in their respective comprehensive plans. I resigned when I accepted the Water Management District position.

PUBLICATIONS & PRESENTATIONS:

Ave Maria School of Law Environmental Law Panel, Moderator, October 24, 2013.

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