

**PROPOSAL FOR CODE COMPLIANCE SPECIAL MAGISTRATE  
FOR THE CITY OF KEY WEST  
IN RESPONSE TO RFP #06-015**

Submitted by:



Albert L. Kelley, Esq.  
Albert L. Kelley, P.A.  
926 Truman Ave.  
Key West, FL 33040  
305-296-0160  
[keywestlaw@gmail.com](mailto:keywestlaw@gmail.com)

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# BIOGRAPHY

## **ALBERT L. KELLEY, Esq.**

926 TRUMAN AVENUE

KEY WEST, FL 33040

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E-MAIL: [keywestlaw@gmail.com](mailto:keywestlaw@gmail.com) ; [FLBIZLAW@AOL.COM](mailto:FLBIZLAW@AOL.COM)

WEBSITE: [www.alkelley.com](http://www.alkelley.com)



ALBERT L. KELLEY, is an attorney located in Key West, Florida and concentrates primarily in the areas of business, real estate, corporations, contracts, copyright, trademark, and entertainment law.

**Albert L. Kelley**

Albert graduated cum laude from Florida State University College of Law in 1989. He started practicing law in 1990 and opened his law office in the summer of 1995 at 926 Truman Ave., Key West, Florida, where it is still located today. He served for years as an adjunct professor for St. Leo University in their Business Administration program, teaching courses in correctional systems, business, employment and administrative law. From 1999 through 2002, Al wrote a weekly business law column for the Key West Citizen, and from 2002-2004 his column ran in The City Paper. He has twice been a featured panelist with Florida State University College of Law's Annual Entertainment Art and Sports Law Symposium and the Jacksonville Bar's Annual Film Symposium. Al is a member of the Florida Bar's Business Law division and Entertainment and Sports Law division.

Albert has litigated countless cases in various fields, from small claims to wrongful death. His litigation practice generally focuses on business matters, foreclosure law, landlord-tenant issues and contracts. He has argued numerous cases before the Third District Court of Appeals and handled many cases before both the Key West Code Compliance Special Magistrate and the Monroe County Code Compliance Special Magistrate and has worked closely with the Code Compliance office to resolve numerous issues for clients, so they will not proceed to the level of a violation. Al has also worked with other government agencies, including assisting with the drafting of the first Contract Vehicle For Hire ordinance.

On the business side, Albert is corporate counsel to over 150 corporations, and has filed over 100 trademark registrations and countless copyright applications. Albert has negotiated contracts with numerous publicly traded companies including Apple Computers, Harley

Davidson, and Ralston Purina. Al has given seminars on trademarks, copyrights, film licensing and financing, and foreclosure defenses and has prepared seminars on Landlord/Tenant law as well as Florida's new Limited Liability Company law. Although the majority of his clients are in Key West, he also represents clients in other cities and states as well as international clients. For the last 16 years, Albert L. Kelley has served as legal counsel for the world's largest offshore powerboat race sanctioning body.

From 1997 through 1999, Al was the chairman of the Career Service Council, a quasi-judicial agency that reviewed employment actions of various governmental agencies. During his time as chairman, he streamlined the filing process and increased the pace of proceedings. In 2008, Albert Kelley was certified by the Supreme Court of Florida as a civil circuit mediator.

In May 2009, the Florida Supreme Court and the Florida Bar recognized Al with the Florida Bar President's Pro Bono Service Award. Attending the presentation was Al's prior employer, Ricky Polston, then Chief Justice of Florida's Supreme Court. In 2015, Al became a registered magistrate for the 16<sup>th</sup> Judicial Circuit Court, handling civil, family and involuntary commitment cases.

Aside from his numerous newspaper columns, Al is a published author. He has authored two law books ("Basics of . . . Business Law" and "Basics of . . . Florida's Small Claims Court"), and is working on his third law book on Landlord-Tenant law. He has also written a series of reference books on music from 1950-2010 and currently writes a business law column for KonkLife newspaper.

Al has an AV Preeminent Peer Review rating and a Preeminent Client Review rating from Martindale Hubbell.

On a personal side, Albert is co-owner of a film company and two publishing companies. He has produced an award-winning video biography of Capt. Tony Tarracino, and his company currently has the exclusive option rights to the film adaptation of "Amos, The Lone Wolf of the Boston Post Road" and with Prince Ermias Selassie on a feature length documentary on his grandfather, Emperor Haile Selassie. His publishing company Absolutely Amazing eBooks sold over 10,000 books in its first year. It currently represents over 90 authors with 200 titles and sell over 20,000 books a year.

Al is married to Angie Kelley, Property Manager for Senior Citizen Plaza, Key West Housing Authority. He has two children and two grandchildren.

# PROFESSIONAL RESUME

**ALBERT L. KELLEY**  
926 Truman Ave.  
Key West, FL 33040  
(305) 296-0160 (Telephone)  
(305) 296-3118 (Facsimile)  
e-mail: [keywestlaw@gmail.com](mailto:keywestlaw@gmail.com)  
[www.alkelley.com](http://www.alkelley.com)

Profession: **Attorney/Mediator**  
Rating: AV ® Preeminent (Martindale Hubbell Peer Review)  
Preeminent (Martindale Hubbell Client Review)

### **Employment**

- 1995-Current: Albert L. Kelley, P.A.  
Owner  
926 Truman Ave.  
Key West, FL 33040  
Areas of Practice: corporate law, business law, contracts, copyrights, trademarks, entertainment law, real estate, Landlord/Tenant, foreclosure, mediation
- 1998-2000 St. Leo University  
Adjunct Professor  
NAS-Boca Chica  
Courses taught: Business Law; Labor Law; Administrative and Personnel Law; Correctional Systems
- 1989-95 Browning, Guller and Associates, P.A.  
Associate attorney  
402 Appelrouth Lane  
Key West, FL 33040  
Areas of Practice: Business law, copyright/trademark, Contracts, Criminal law, Family law, Construction law, Real Estate sales and litigation
- 1987-1989 Aurell, Fons, Radey, and Hinkle, P.A.  
Law Clerk  
Tallahassee, FL  
Areas of practice: Insurance/Re-insurance law

### **Judicial Experience:**

- 1997-1999 **Monroe County Career Service Council**  
Chairman  
Purpose: This quasi-judicial agency reviewed the disciplinary actions of five governmental agencies, including City Electric Systems, Monroe County Government, Florida Keys Aqueduct Association, Monroe County Mosquito Control Board, and Monroe County School System.

**Personal Highlights:** Streamlined the administrative process; created a one-page complaint form to increase ease of filing for employees; developed filing system through Clerk's Office.

**Legal Certifications:**

Florida Bar #851590  
Certified Circuit Civil Mediator #19996R

**Education:**

- 1989      **Juris Doctorate degree (with Honors)**  
Florida State University  
Tallahassee, Florida
- 1987      **Bachelor of Arts, Political Science**  
University of South Florida  
Tampa, Florida
- 1983      **Associates of Science, Emergency Medical Science**  
Edison Community College  
Ft. Myers, Florida
- 1981      **Associates of Arts, Pre-Professional studies**  
Edison Community College  
Ft. Myers, Florida

**Legal and Academic Honors:**

- 2009      Florida Bar President's Pro Bono Award  
1988      President, Phi Delta Phi Legal Fraternity, Ladd Inn  
1988:      Who's Who Among American Law Students  
1987-88      Class representative-Student Bar Association  
1986      Pi Gamma Mu, Honors Society

**Teachings/Seminars:**

- 2009      Foreclosure Defense  
            Key West
- 2007      The Art of the Trademark  
            Monroe County Bar Association
- 2007      Creative Financing  
            Jacksonville Film Festival
- 2005      Film Production and Licensing  
            3<sup>rd</sup> Annual EASL Conference  
            Florida State University
- 2004      Copyright, Licensing and Trademarks  
            2<sup>nd</sup> Annual EASL Conference  
            Florida State University



## Writings

### Books:

- 2014 **Basics of: Business Law**  
Publisher-Absolutely Amazing eBooks
- 2014 **Basics of: Florida Small Claims Court**  
Publisher-Absolutely Amazing eBooks

### Articles:

- 2013-Present **Business law columnist-Konk Life newspaper**  
Key West, Florida
- 2000-2003 **Business law columnist-Key West City Paper**  
Key West, Florida
- 1999-2000 **Business law columnist-Key West Citizen**  
Key West, Florida
- 1993-94 **Political Editor- Island Life**  
Key West, Florida
- 1987-89 **Managing Editor, columnist- LawNotes**  
Florida State University

## Civic Organizations

- 1996-2000 **L.E.A.R.N.**  
Founder/Chairman  
Purpose: This was a political company formed for the express purpose of increasing funding to the Florida educational system
- 1995-2006 **Phoenix Rising International**  
President/Exec. Director  
Purpose: This was a non-profit corporation formed to assist burn victims. Through **Phoenix Rising International** I assisted other burn victims in their recovery with advice or other assistance.
- 1990-Current **Key West Jaycees,**  
President 1993-95  
Purpose: Leadership training through Community Service  
Personal Highlights: Served two terms as Chapter President  
**State recognitions:** Project of the Quarter, Top Membership Vice President, Outstanding Chairman  
**Regional recognitions:** Most Enthusiastic, Outstanding Vice President, Jaycee of the Quarter;  
**District recognitions:** Outstanding Vice President, Outstanding President;  
**Chapter recognitions:** Outstanding Chairman, Outstanding Vice President, Key Person, Jaycee of the Year;
- 1992-1995 **Florida Keys Youth Club.**

President 1993-95

Purpose: Provide after school activities for the students of Monroe County, primarily in the Lower Keys.

Personal Highlights: Worked with Monroe County government to establish uniform standards for youth centers throughout the Florida Keys.

1991-Current **Monroe County Bar Association,**

Sec/Treas. 1994-95

Purpose: Continued Education for local attorneys

Personal Highlights: streamlined notification and documentation process introducing computerization to the organization.

1991-1993 **Toastmasters,**

Sergeant at Arms 1992

Purpose: Public Speaking development

**Civic and Personal Awards:**

1993 **Segei Horiuchi Award**-Top State Program Chairman in United States for planning, organizing and running the Florida Junior Chamber of Commerce's writing development program  
Awarded by: United States Junior Chamber of Commerce

1993 **Tommy Thompson Award**-Top State Program Chairman in Florida for planning, organizing and running the Florida Junior Chamber of Commerce's writing development program  
Awarded by: Florida Junior Chamber of Commerce

1992 **National Write-Up Winner**  
United States Junior Chamber of Commerce

1992 **State Write-Up Winner**  
Florida Junior Chamber of Commerce

**Personal:**

Age: 53

Date of Birth: December 12, 1961

Marital status: Married to Angelina Castillo Kelley

Children: Daughter: Jennifer Castillo Roscoe

Son: Jeremy Patrick Hyatt

Private certifications held: Skydiving: C-license  
Hang-gliding: Hang-1  
Scuba Diving: Open Water  
Motorcycle rated

# PROPOSED FEE ARRANGEMENT

Proposed Fee Arrangement

Monthly Fee: \$1,500.00  
(to include attendance at hearings, research and Order preparation)

Additional hearings to be compensated at \$250/hour

# ANTI-KICKBACK AFFIDAVIT

**Anti-Kickback Affidavit**

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my family or by an officer of the business or corporation.



BY:   
Albert L. Kelley

sworn and prescribed before me this 12 day of May, 2015

  
Jennifer Roscoe  
Notary Public, State of Florida

My commission expires 10/27/17

# LOCAL VENDOR CERTIFICATION

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Albert L. Kelley, Esq.

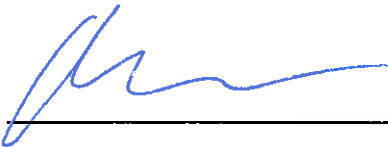
Phone: (305) 296-0160

Current Local Address: 926 Truman Ave.  
Key West, FL 33040

Fax: (305) 296-3118

(P.O Box numbers may not be used to establish status)

Length of time at this address: 20 years



5.12.15

Signature of Authorized Representative

Date

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 12 day of May, 2015.

By Albert L. Kelley, Esq., who is known to me or has produced \_\_\_\_\_ as identification

(type of identification)





Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

Jennifer Roscoe

Signature of Notary

Jennifer Roscoe

Print, Type or Stamp Name of Notary

Notary

Title or Rank

**SWORN STATEMENT REGARDING  
FLORIDA STATUTES ON  
PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to the City of Key West by Albert L. Kelley, Esq. whose business address is 926 Truman Ave., Key West, FL 33040 and (if applicable) his Social Security Number (SSN) is [REDACTED]
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.




Signature

5.12.15

Date

STATE OF FLORIDA  
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, Albert L. Kelley, Esq.  
Who after first being sworn by me, affixed his signature in the space  
Above this 12 day of May, 2015.

  
\_\_\_\_\_  
Jennifer Roscoe  
Notary Public  
My Commission Expires: 10/27/17



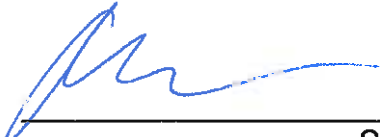
# CONFLICT OF INTEREST AFFIDAVIT

**Conflict of Interest Affidavit**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Albert L. Kelley, Esq.  
Firm

  
Signature


5.12.15  
Date

Albert L. Kelley  
Name Printed

Self  
Title of Person Signing Affidavit

State of Florida)  
City of Key West)

SUBSCRIBED AND SWORN to before me this 12 day of May, 2015, by Albert L. Kelley, who is personally known to me OR who produced the following identification: \_\_\_\_\_

  
Jennifer Roscoe  
Notary Public  
My Commission Expires: 10/27/17



# CONE OF SILENCE ACKNOWLEDGEMENT




CONE OF SILENCE

STATE OF FLORIDA

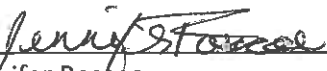
SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing Albert L. Kelley, Esq. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY:   
\_\_\_\_\_  
Albert L. Kelley

sworn and prescribed before me this 12 day of May, 2015

  
\_\_\_\_\_  
Jennifer Roscoe  
NOTARY PUBLIC, State of Florida  
My commission expires:



Sec. 2-775. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

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\*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to

the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and

any member of a City evaluation and/or selection committee therefore;  
and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation

while the Code of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Code of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

**DOMESTIC PARTNERS AFFIDAVIT**



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )

: SS

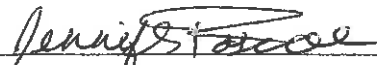
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that Albert L. Kelley, Esq. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By:   
Albert L. Kelley

Sworn and subscribed before me this

12 day of May, 2015.

  
Jennifer Roscoe,  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 10/27/17

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to

providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.

(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or

(2) The city may terminate the covered contract; or

(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or

(4) The city may also pursue any and all other remedies at law or in equity for any breach;

(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.

- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

## ADDENDUMS #1-5



THE CITY OF KEY WEST

150 DuSable Street, Key West, Florida 33401-1902, 305.291.2127

**ADDENDUM # 1**  
**RFP# 06-015 / CODE COMPLIANCE SPECIAL MAGISTRATE SERVICES**

April 17, 2015

To All Bidders,

The following information is provided in accordance with RFP 06-015 as fully and as completely as if the same were fully set forth therein:

**Question:**

From: Eywlawyer [mailto:eywlawyer@aol.com]  
Sent: Thursday, April 16, 2015 6:49 PM  
To: Chris Bridger  
Subject: Mandatory or non mandatory

Please advise if the May 6 meeting is mandatory or non mandatory? Thank you.

Sent from my iPhone

**Answer:**

The pre-proposal conference on May 6, 2015 at 9:00 a.m. is mandatory. Prospective proposers must be present in order to submit a proposal response.

All prospective proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

*Albert L. Kelley*

Name of Proposer



THE CITY OF KEY WEST

**ADDENDUM # 2**  
**RFP# 06-015 / CODE COMPLIANCE SPECIAL MAGISTRATE SERVICES**

April 28, 2015

To All Bidders,

The following information is provided in accordance with RFP 06-015 as fully and as completely as if the same were fully set forth therein:

**Question:**

Jim;

I have completed my application for the Code Compliance Special Magistrate, based on RFP #06-015. I understand there will be a mandatory meeting next week (May 6 at 9:00 am) for all those planning on submitting applications. The RFP states the purpose of the conference is to "submit a proposal response", however the RFP also states that the deadline to deliver proposals is 3:00 pm May 20, 2015. I want to ensure that I comply with the RFP requirements. Are the Proposals to be turned in at the meeting or by May 20? If not at the meeting, when is the first date they may be turned in?

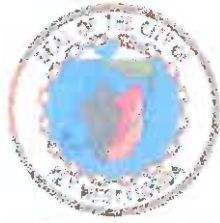
Albert L. Kelley, P.A. [www.alkelley.com](http://www.alkelley.com)

Attorney at Law  
926 Truman Ave.  
Key West, FL 33040  
Telephone (305) 296-0160  
facsimile (305) 296-3118  
e-mail: [keywestlaw@gmail.com](mailto:keywestlaw@gmail.com)

**Answer:**

Since the pre-proposal conference on May 6, 2015 is denoted as "mandatory", prospective proposers must be present in order to submit a proposal response. The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Submission of proposals is not required at this meeting. Proposals may be submitted on May 6, 2015 up to the deadline for submission of proposals, which is May 20, 2015 by 3:00 p.m.





THE CITY OF KEY WEST

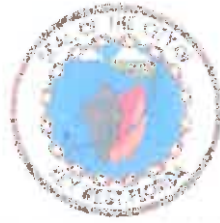
All prospective proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to be "Albert L. Kellany".

Signature

The name "Albert L. Kellany" handwritten in blue ink.

Name of Proposer



THE CITY OF KEY WEST

**ADDENDUM # 3**  
**RFP# 06-015 / CODE COMPLIANCE SPECIAL MAGISTRATE SERVICES**

May 6, 2015

To All Bidders,

The following information is provided in accordance with RFP 06-015 as fully and as completely as if the same were fully set forth therein:

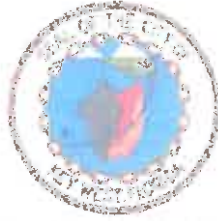
**Questions:**

1. On page 6 of the RFP under Qualifications the last bullet point ( Proposers shall carry and provide proof of \$500,000 professional/malpractice insurance- and page 9 Instructions for Statement of Proposals , please clarify if the proof of insurance is to be included in the proposal to be submitted or merely furnished if that person is the successful bidder. If to be provided, please indicate in which order the malpractice insurance proof should be placed in the packet.
2. Similar to above, if proof of valid business tax receipt is to be included in the packet to be submitted, In which position in the packet should this item, if it is to be included in packet, be placed. Is it correct that you are seeking both City and County?
3. Please advise what other "meet all licensing requirements to work in the City of Key West" this position requires as listed on page 6 of the Qualifications bullet section of the RFP( if not already included in the 5 bullet points on page 6.

Jeff Overby  
jeff14over@aol.com

**Answers:**

1. The proof of insurance should be furnished by the proposer that is awarded the contract.
2. The proof of a City and County attorney's business tax receipt should be submitted after the Proposed Fee Arrangement and before the Anti-Kickback Affidavit.
3. All licensing requirements means proof of a City of Key West and Monroe County attorney's business tax receipt.



CITY OF WESTLAND

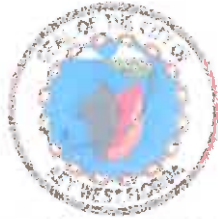
DEPARTMENT OF PUBLIC WORKS

All prospective proposers shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Albert L. Kelley

Name of Proposer



THE CITY OF KEY WEST

**ADDENDUM # 4**  
**RFP# 06-015 / CODE COMPLIANCE SPECIAL MAGISTRATE SERVICES**

May 7, 2015

To All Bidders,

The following information is provided in accordance with RFP 06-015 as fully and as completely as if the same were fully set forth therein:

**Question:**

During the Pre-proposal mandatory meeting the proposer's in attendance asked when would the Evaluation Committee would meet to rank the proposals?

**Answer:**

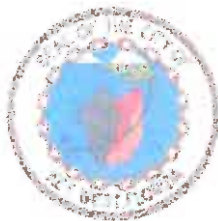
The Evaluation Committee for RFP #06-015, Code Compliance Special Magistrate, will meet to rank proposals on Monday, June 1, 2015 at 3:00 p.m. in the City Manager's conference room located at City Hall, 3132 Flagler Avenue, Key West, FL., attendance is not mandatory.

All prospective proposers shall acknowledge receipt and acceptance of this Addendum No. 4 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Albert L. Kelleher

Name of Proposer



THE CITY OF KEY WEST

**ADDENDUM # 5**  
**RFP# 06-015 / CODE COMPLIANCE SPECIAL MAGISTRATE SERVICES**

May 11, 2015

To All Bidders,

The following information is provided in accordance with RFP 06-015 as fully and as completely as if the same were fully set forth therein:

**Question:**

Jim:

During our mandatory meeting last week it was my understanding and I wrote down that we no longer needed to submit 7 copies of RFP and that we only needed to submit an original and a zip drive which contains the RFP.

The RFP states that we need the original, 7 copies and a zip drive.

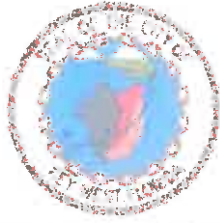
Please let me know which one is correct.

Thank you.

David Van Loon, Esq.  
Highsmith & Van Loon, P.A.  
3158 Northside Drive  
Key West, Florida 33040  
Telephone (305) 296-8851  
Facsimile (305) 296-8575  
david@hvl-law.com

**Answer:**

The RFP is correct. You will need to submit 7 copies and a flash / zip drive. You will not be required to also submit a cd.



THE CITY OF NEW YORK

All prospective proposers shall acknowledge receipt and acceptance of this Addendum No. 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to be "Albert L. Kelley".

Signature

Albert L. Kelley

Name of Proposer

# BUSINESS LICENSES

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name      KELLEY, ALBERT, LAW OFFICE OF      Ct1Nbr:0005732  
Location Addr      926 TRUMAN AVE FR  
Lic NBR/Class      15-00005819 SERVICE - PROFESSIONAL  
Issue Date:      September 29, 2014      Expiration Date: September 30, 2015  
License Fee      \$309.75  
Add. Charges      \$0.00  
Penalty      \$0.00  
Total      \$309.75

Comments: ATTORNEY

HOME OCCUPATION LICENSE

This document must be prominently displayed.

KELLEY, ALBERT

KELLEY, ALBERT, LAW OFFICE OF  
926 TRUMAN AVE FRONT

KEY WEST FL 33040



**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

RECEIPT# 46112-67392

Business Name: KELLEY ALBERT L

Owner Name: ALBERT L KELLEY  
Mailing Address:  
926 TRUMAN AVE  
KEY WEST, FL 33040

Business Location: 926 TRUMAN AVE  
KEY WEST, FL 33040  
Business Phone: 305-296-0160  
Business Type: ATTORNEY

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 105-13-00005806 09/29/2014 30.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 46112-67392

Business Name: KELLEY ALBERT L

Owner Name: ALBERT L KELLEY  
Mailing Address:  
926 TRUMAN AVE  
KEY WEST, FL 33040

Business Location: 926 TRUMAN AVE  
KEY WEST, FL 33040  
Business Phone: 305-296-0160  
Business Type: ATTORNEY

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 105-13-00005806 09/29/2014 30.00

# INDEPENDENT CONTRACTOR AGREEMENT

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the City of Key West, Florida, a Florida municipal corporation, P.O. Box 1401, Key West, FL 33041 (City) and Albert L. Kelley, Esq., 926 Truman Ave., Key West, FL 33040 (Kelley) this \_\_\_\_\_ day of June, 2015.

### **RECITALS**

City desires to hire an attorney to serve as Code Compliance Special Magistrate and desires to offer such position to Kelley; and

Kelley agrees to accept a position with City to perform these services;

The parties intend for this Agreement to define the general terms and conditions governing the relationship between the parties and to define the terms and conditions specific to the services and compensation between the parties.

NOW THEREFORE, in consideration for the services and payments stated below, it is agreed that:

### **AGREEMENT**

#### **I. SERVICES:**

1. Kelley shall act as Code Compliance Special Magistrate in accordance with Chapter 162 of the Florida Statutes and Chapter 2 of the Key West Code of Ordinances.

2. Kelley shall observe all pertinent laws in the exercise of his functions, including but not limited to, the Sunshine Law, the Public Records Law, Chapter 112 of the Florida Statutes relating to conflicts of interest, and laws relating to the procedures of quasi-judicial hearings.

#### **II. COMPENSATION:**

3. The City of Key West will pay Kelley the sum of \$1,500.00 per month for all regularly scheduled Code Compliance meetings (one meeting per month, including all preparatory work, legal research and preparation and execution of Code Compliance Orders). Any additional hearings scheduled in addition to the regular monthly hearing by the City of Key West shall be billed at rate of \$250.00 per hour for the services of attorney Albert L. Kelley with a minimum of 2 hours per meeting and a maximum of 6 hours, unless agreed to in advance by the City Manager.

#### **III. SCHEDULING HEARINGS:**

4. The City shall provide to Kelley a list of proposed hearing dates. The hearing dates may be modified by mutual agreement of City and Kelley. In the event that Kelley determines he is unavailable for a scheduled meeting (except for emergencies and acts of God), he shall provide City with 60 days written notice so the hearing date may be rescheduled. If the hearing date cannot be rescheduled to a mutually agreeable date, the City may elect to engage an alternate Special Magistrate. In that situation, the payment

to Albert L. Kelley, Esq. shall be reduced accordingly.

**IV. HOLD HARMLESS**

5. Kelley shall be solely responsible for his actions occurring outside his role as a special magistrate during the conduct of the hearing, including intentional torts, malicious or criminal acts and negligence in the course of site visits. Consistent with the Rules of professional Conduct, Kelley shall provide for the indemnification and hold harmless of the City, its offices, employees, and agents from all actions, claims, penalties and judgment for damages at law or equity of any nature whatsoever arising or alleged to arise solely out of Kelley's conduct as specified above. In such circumstances, Kelley shall pay all reasonable expenses incurred by the City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the acts of Kelley as aforesaid. Expenses shall include all incidental reasonable expenses including attorney fees, and shall include a reasonable value of any service rendered by the Office of the City Attorney. Nothing herein is intended to constitute a waiver of the City's limitation on liability as set forth in section 768.28, Florida Statutes. This covenant shall survive the expiration of this Agreement for actions taken during the term of the Agreement. This provision shall not be construed to require Kelley to indemnify the City in situations wherein his rulings are appealed in the ordinary course as provided by law.

**V. RELATIONSHIP OF PARTIES:**

6. The parties intend that an independent contractor-employer relationship shall be created by this contract. Kelley shall not be deemed an employee, agent or officer of the City and he shall not accrue any of the rights or benefits of a City employee. The control and conduct of the work will lie solely with Kelley.

**VI. TERMINATION:**

7. This agreement shall remain in effect for a period of two years, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 and ending on the \_\_\_\_ day of \_\_\_\_\_, 2017.

8. The parties may extend this contract for an additional two year term, beginning on the last day of the initial term as set out above.

9. The City may terminate this agreement at any time for cause. "Cause" shall be defined as a failure to adhere to the provisions pertaining to the conduct of code enforcement procedures contained in Chapter 162 of the Florida Statutes and Chapter 2 of the Key West Code of Ordinances, or a violation of ordinance or law, or upon a majority vote of the City Commission as provided for in the Code of Ordinances.

10. Either party may terminate this agreement without cause with thirty (30) days written notice to the other party.

11. The parties agree that no termination of this agreement shall affect the obligation of City to fulfill its commitments to compensate Kelley through the date of

termination or resignation.

**X. GENERAL:**

12. Captions used in this agreement are for illustrative purposes only and are not intended to have any legally binding effect.

13. This agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of Kelley and City.

14. If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. The parties agree that this is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

16. This agreement shall be governed under the laws of Florida.

17. Any dispute arising under this agreement shall be discussed between the parties for a period not less than thirty (30) days. If, after engaging in good faith efforts to resolve such dispute, the parties have not reached agreement, the dispute shall be submitted to binding arbitration. Arbitration shall be through an Arbitrator mutually agreed upon by the parties. The decision of the Arbitrator shall be binding and non-appealable.

IN WITNESS WHEREOF, the parties set their hands and seal this \_\_\_\_\_ day of June, 2015.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Albert L. Kelley

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Craig Cates, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cheryl Smith, City Clerk