

David Van Loon, Esquire
3158 Northside Drive
Key West, Florida 33040
Telephone: (305) 296-8851

e-mail: david@hvl-law.com

May 20, 2015

Dear Mayor and City Commissioners and Selection Committee:

Having practiced law since 2003 in Key West, I have concentrated my practice in the area of real property litigation, business law, commercial litigation, and real estate transactional work. I have had the opportunity to practice law involving a full range of legal issues, all of which have provided me a wide range of experience in the field.

The areas that I have experience in include, but are not limited to, planning, permitting, approval of development projects, land use, title defects, title disputes, boundary line disputes, quiet title actions, landlord-tenant matters, code violations and foreclosures, both for the lender and homeowner. Litigating and working in these areas of law has enabled me to develop not only specific experience in those areas, but also a valuable skill set for any law related matter.

Although litigation is an adversarial proceeding, I understand the importance of working towards a resolution to resolve matters. I continuously use my training and experience in mediation and other dispute resolution techniques by working towards an amicable resolution for all parties involved.

Admittedly I have no direct experience as a Special Magistrate; however, I have extensive courtroom experience which includes preparation for, attendance at and conducting motion hearings, bench trials and jury trials. With all courtroom and litigation matters I undertake, I am a self-motivated individual and take pride in being thoroughly prepared for any situation that may present itself. I do this by familiarizing myself with the file, the history of the case, the law or issue in question, as well as all applicable Florida Statutes, so that I am thoroughly prepared for any and all matters that may be presented. Due to my experience in the courtroom, I am comfortable with the policies and procedures that all parties involved need to undertake.

Although the code enforcement hearings are quasi-judicial in nature, the basic rules and procedures that take place in a civil hearing and or trial are the backbone of code enforcement hearings.

Understandably, most individuals who appear before a Code Enforcement Magistrate are not there willingly and may have some trepidation about appearing to discuss or argue their case. I believe that all individuals are entitled to a fair hearing in which the Magistrate hears the party's case and follows the rule of law, without advocating from the bench, at the same time showing compassion and humanity to all involved, while continuously working to get the matter fully resolved.

I have had no disciplinary actions and or disbarments from the Florida Bar or any other governing or licensing body.

Thank you for taking the time to consider this proposal and I look forward to hearing from you.

DAVID VAN LOON
3158 Northside Drive

Key West, Florida 33040

Office Telephone: (305) 296-8851 / Cellular Phone: (305) 797-5444

e-mail: david@hvl-law.com

PROFESSIONAL EXPERIENCE

HIGHSMITH & VAN LOON, P.A.

Key West, FL

2001 to Present

Partner from 2007 to Present

Associate from 2003-2007

Law Clerk from 2001 to 2003

Firm specializing in Real Estate, Land Development Regulation, Probate and Trust Administration, Tax and Estate Planning, Civil and Commercial Litigation.

Charged with handling large civil litigation cases, as well as handling a large volume of real estate transactions.

Member, Sixteenth Judicial Circuit Judicial Nominating Committee - 2014 to Present.

Chair, Grievance Committee "16" B, of The Florida Bar - 2014 to Present.

Supreme Court of Florida Certified Circuit Court Mediator – 12/2013 – 11/2015.

MONROE COUNTY SCHOOL BOARD –
Key West, FL

Teacher, Key West High School, 12th Grade Social Studies – 1996-2000

Defensive Coordinator, Key West High School Varsity Football Coaching Staff, charged with coordinating the short and long term goals and plans for the defensive team throughout each season -1996-2000, 2004-2008; 2012 to Present

EDUCATION

- | | | |
|------|--|-----|
| 1994 | University of New Hampshire
Durham, NH
Bachelor of Arts in Political Science.
Scholarship Recipient.
Member, University Football Team. | |
| 1996 | University of New Haven
aven, CT
Masters of Science in Education | New |
| 2003 | Florida Coastal School of Law
Jacksonville, FL
Juris Doctor | |

PROFESSIONAL ASSOCIATIONS AND ORGANIZATIONS

The Florida Bar; admitted 09/23/2003

United States District Court, Southern District of Florida; admitted 04/06/2010

Monroe County Bar Association; 2003 to Present

Key West Association of Realtors; 2005 to 2011

Licensed Florida Real Estate Associate; 2005 to 2011

AWARDS / INTERESTS

Supreme Court of Florida, Sixteenth Judicial Circuit *Pro Bono* Award – 2014

Rotarian of the Year – 2009-2010

Boating, Fishing, Hunting, Diving, Triathlons

COMMUNITY SERVICE

Rotary Club of Key West:

President-Elect – June 2015

Secretary - 2014 to Present

Treasurer – 2013

Board of Directors - 2010 to Present.

Member – 2007 to Present

Recipient, Paul Harris Fellow

Rotary Club of Key West Foundation, Inc.

Chairman, Community Services Committee, charged with implementing community services activities and projects for the citizens of Monroe County and Key West – 2008 to 2013.

- Chairman, World Sailfish Committee, charged with implementing and facilitating seventy five volunteers to work the World Sail Fish Tournament held in Key West, Florida – 2009 to 2012.**

Chairman, Vocational Education Committee, charged with implementing vocational services, activities, and projects between the Rotary Club and local schools as well as providing awards and recognition of student achievements – 2010 to 2011.

Board of Directors, Coral Hammock Home Owners' Association – 11/2010 to 02/2015.

Member, Key West High School Varsity Football Coaching Staff and Girls Softball Coaching Staff and Coordinator for Summer Recreational Programs – 1996 to 2000

Little Conch Baseball – Volunteer Coach – 2012 to 2015

✓ Proposed Fee Arrangement

I am prepared to accept the budget-approved monthly fee of \$1,500.00 for each month that I conduct Code Enforcement hearings as set by the City of Key West. This amount would include my preparation and research for the hearings, attendance at the hearings, and preparation of any orders or recommendations that I may be required to issue.

If the City of Key West requires additional time and or meeting days outside of those previously scheduled, my hour rate to prepare and attend those meetings would be \$250.00 per hour, with a two (2) hour minimum and maximum of six (6) hours per meeting.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

F.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name KOENIG, HIGHSMITH & VANLOON PA CtLnbr:0014197
Location Addr 3158 NORTHSIDE DR
Lic NBR/Class 15-00017259 SERVICE - PROFESSIONAL
Issue Date: September 24, 2014 Expiration Date: September 30, 2015
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments: ATTORNEY

OPER RECEIPT
DATE: 9/25/14 TO: ACCEPTOR: 12/15
2015

OR Lic NBR/CLASS: 15-00017259

This document must be prominently displayed.

VAN LOON, DEKID

9/25/14 309.75
9125.60

KOENIG, HIGHSMITH & VANLOON PA
3158 NORTHSIDE DR

trans date: 9/25/14 11:21 AM

KEY WEST FL 33040

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

Business Name: VAN LOON DAVID- KOENIG HIGHSMITH & VAN LOON PA
 Owner Name: DAVID VAN LOON
 Mailing Address: 3158 NORTHSIDE DR
 KEY WEST, FL 33040

RECEIPT# 46112-90427

Business Location: 3158 NORTHSIDE DR
 KEY WEST, FL 33040
 Business Phone: 305-296-8851
 Business Type: ATTORNEY (ATTORNEY)

1

STATE LICENSE: 0655074

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 103-13-00006794 09/22/2014 30.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danisa 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**

Business Name: VAN LOON DAVID- KOENIG HIGHSMITH & VAN LOON PA
 Owner Name: DAVID VAN LOON
 Mailing Address: 3158 NORTHSIDE DR
 KEY WEST, FL 33040

RECEIPT# 46112-90427

Business Location: 3158 NORTHSIDE DR
 KEY WEST, FL 33040
 Business Phone: 305-296-8851
 Business Type: ATTORNEY (ATTORNEY)

1

STATE LICENSE: 0655074

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 103-13-00006794 09/22/2014 30.00

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

Business Name: KOENIG HIGSMITH & VAN LOON PA

RECEIPT# 47161-84444

Owner Name: TIMOTHY J KOENIG PRES, ROBERT E
Mailing Address: HIGSMITH VP
3158 NORTHSIDE DR
KEY WEST, FL 33040

Business Location: 3158 NORTHSIDE DR
KEY WEST, FL 33040
Business Phone: 305-296-8851
Business Type: MISCELLANEOUS SERVICE (LAW OFFICE)

Employees 8

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	54.00	0.00	0.00	0.00	54.00

Paid 103-13-00006794 09/22/2014 54.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Denise 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**

Business Name: KOENIG HIGSMITH & VAN LOON PA

RECEIPT# 47161-84444

Owner Name: TIMOTHY J KOENIG PRES, ROBERT E
Mailing Address: HIGSMITH VP
3158 NORTHSIDE DR
KEY WEST, FL 33040

Business Location: 3158 NORTHSIDE DR
KEY WEST, FL 33040
Business Phone: 305-296-8851
Business Type: MISCELLANEOUS SERVICE (LAW OFFICE)

Employees 8

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	54.00	0.00	0.00	0.00	54.00

Paid 103-13-00006794 09/22/2014 54.00

Anti-Kickback Affidavit

STATE OF FLORIDA

SS

COUNTY OF MONROE

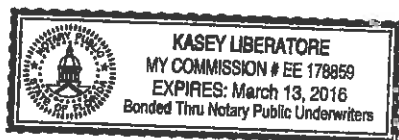
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my family or by an officer of the business or corporation.

BY: *David Van Loon*
DAVID VAN LOON

sworn and prescribed before me this 19th day of MAY, 2015

Kasey Liberatore
Notary Public, State of Florida

My commission expires 3/13/16



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 HIGHSMITH & VAN LOON, P.A.

Phone: (305) 296-8851

Current Local Address: 3158 NORTHSIDE DRIVE
KEY WEST, FLORIDA 33040

Fax: (305) 296-8575

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

Length of time at this address: 15 years

David Van Loon

Signature of Authorized Representative

5/19/15

Date

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 19th day of May, 2015.

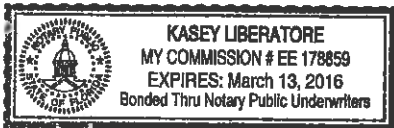
By DAVID VAN LOON

of HIGHSMITH & VAN LOON, P.A.

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

personally known to me.



Kasey Liberatore

Signature of Notary

Kasey Liberatore

Print, Type or Stamp Name of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Title or Rank

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 CITY CLERK, CITY OF KEY WEST
by DAVID VAN LOON

(Print individual's name and title)

For _____

(Print name of entity submitting sworn statement)

Whose business address is 3158 NORTHSIDE DRIVE, KEY WEST, FLORIDA
33040 and (if applicable) its Federal Employer Identification Number (FEIN) is

If entity has no FEIN, include Social Security number of individual signing.

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).

X 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.

David Van Loon

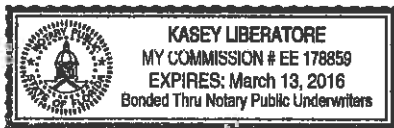
Signature
DAVID VAN LOON

5/19/15
Date

STATE OF FLORIDA
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, DAVID VAN LOON

Who after first being sworn by me, affixed his/her signature in the space
Above this 19th day of MAY, 2015



Kasey Liberatore
Signature of Notary

Kasey Liberatore
Print, Type or Stamp Name of Notary

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.

HIGHSMITH & VAN LOON, P.A.

Firm

[Handwritten Signature]

Signature

5-19-15

Date

DAVID VAN LOON

Name Printed

[Handwritten Signature] Attorney / Partner

Title of Person Signing Affidavit

State of FLORIDA)

City of MONROE)

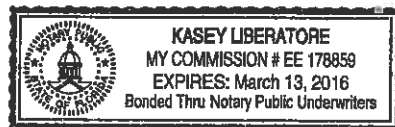
SUBSCRIBED AND SWORN to before me this 19th day of MAY,

2015__, by DAVID VAN LOON_____, who is personally known to me to be the _____ for the Firm, OR who produced the following

identification: _____

[Handwritten Signature]

Notary Public



My Commission Expires: _

✓ CONE OF SILENCE

STATE OF FLORIDA

SS:

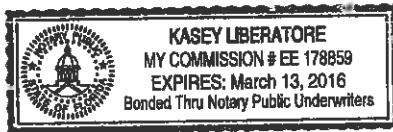
COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of HIGHSMITH & VAN LOON, P.A. 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: 
DAVID VAN LOON

sworn and prescribed before me this 19th day of MAY, 2015


NOTARY PUBLIC, State of Florida



My commission expires: 3/13/16

Sec. 2-773. 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 ("RFLI"), 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,

*(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 Code 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 Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone 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.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

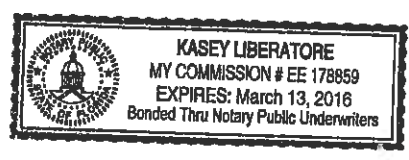
I, the undersigned hereby duly sworn, depose and say that the firm of HIGHSMITH & VAN LOON, P.A. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: *David Van Loon*
DAVID VAN LOON

Sworn and subscribed before me this
19th day of MAY, 2015.

Kasey Liberatore
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 3/13/16



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.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3737

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

DAVID VAN LOON
Name of Proposer



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3737

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

Attorney at Law
926 Truman Ave.
Key West, FL 33040
Telephone (305) 296-0160
facsimile (305) 296-3118
e-mail: 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

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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.


Signature

DAVID VAN LOON
Name of Proposer



THE CITY OF KEY WEST

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**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.



THE CITY OF KEY WEST

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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

DAVID VAN LOON
Name of Proposer



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3737

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.

A handwritten signature in black ink, appearing to read "D. Van Loon", is written over a horizontal line.

Signature

DAVID VAN LOON

Name of Proposer



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3737

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 KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3737

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.


Signature


Name of Proposer