

**PROPOSAL FOR CODE COMPLIANCE SPECIAL MAGISTRATE
FOR THE CITY OF KEY WEST
IN RESPONSE TO RFP #009-19**

Submitted by:

Albert L. Kelley, Esq.
Albert L. Kelley, P.A.
926 Truman Ave.
Key West, FL 33040
305-296-0160
keywestlaw@gmail.com

PROFILE AND STATEMENT

ALBERT L. KELLEY, Esq.

926 TRUMAN AVENUE

KEY WEST, FL 33040

PHONE: (305) 296-0160 FAX: (305) 296-3118

E-MAIL: keywestlaw@gmail.com

WEBSITE: www.alkelley.com



Albert L. Kelley

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 graduated cum laude from Florida State University College of Law in 1989. He started practicing law in Key West in 1990 and opened his own law office in the summer of 1995 at 926 Truman Ave., Key West, Florida, where it is still located today. He served for three 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, landlord-tenant issues and contracts, but covers all areas of civil litigation (Al does not currently handle criminal law or family law cases, although he has in the past). 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. While not certified in government law, Al has experience working with government agencies, including assisting with the drafting of the first Contract Vehicle For Hire ordinance and serving as chairman of the Career Service Council, a quasi-judicial agency that reviewed employment actions of various governmental agencies.

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. Although the majority of his clients are in Key West, he also represents clients in other cities and states as well as international clients.

In 2008, Albert Kelley was certified by the Supreme Court of Florida as a Civil Circuit Mediator, and has mediated countless cases since then in numerous areas of law.

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, Chief Justice of Florida's Supreme Court. In 2015, Al became a Magistrate for the 16th Judicial Circuit Court, and since 2016 has served as the alternate Magistrate for the City of Key West Code Compliance Office.

Aside from his numerous newspaper columns, Al is a published author. He has authored four law books ("Basics of . . . Business Law", "Basics of . . . Florida's Small Claims Court", "Basics of . . . Florida's Landlord/Tenant Law", and "Basics of . . . Starting a Florida Business"), and is working on his fifth law book on Criminal Law and Procedure. 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. He has had no disbarments or disciplinary actions.

On a personal side, Albert is co-owner of a film company and two publishing companies. He 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 nearly 200 authors with around 400 titles total.

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
website: 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, 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:

2016-Present **City of Key West**

Code Compliance Alternate Magistrate

2015-Present **16th Judicial Circuit Court**

Magistrate

1997-1999 **Monroe County Career Service Council** (a quasi-judicial agency)
Chairman

Legal Certifications:

Florida Bar #851590
Certified Circuit Civil Mediator #19996R

Legal Committees:

2016-Present 16th Judicial Circuit Professionalism Committee
2015-Present 16th Judicial Circuit Pro Bono Committee

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
 3rd Annual EASL Conference
 Florida State University
2004 Copyright, Licensing and Trademarks

2nd Annual EASL Conference
 Florida State University
 2001 Monroe County Personnel Managers Association
 Human Resource Certification Course

Publications

Books:

2014 **Basics of . . . Business Law**
 Publisher-Absolutely Amazing eBooks
 2015 **Basics of . . . Florida Small Claims Court**
 Publisher-Absolutely Amazing eBooks
 2016 **Basics of . . . Florida' Landlord/Tenant Law**
 Publisher-Absolutely Amazing eBooks
 2017 **Basics of . . . Starting a Florida Business**
 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

Radio:

2015-2016 Weekly business law radio show-WXKR

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: 57
 Date of Birth: December 12, 1961
 Marital status: Married to Angelina Castillo Kelley
 Children: Daughter: Jennifer Castillo Roscoe
 Son: Jeremy Patrick Hyatt

PROPOSED FEE ARRANGEMENT

Proposed Fee Arrangement

Monthly Fee: \$1,500.00 per day for each regularly scheduled monthly hearing (to include attendance at hearings, legal research and Order preparation)

Additional hearings to be compensated at \$250/hour with a one hour minimum

I currently carry malpractice insurance at the standard rate of \$500,000, effective July 1, 2019. Proof of insurance is attached. If the proposal is accepted, I will notify my carrier to increase coverage to \$1,000,000, unless the City chooses to accept my current coverage.

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 employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this 15 day of July, 2019.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Melissa O'Flynn Senat



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 Bids.
 - 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 Phone: 305 296 0160

Current Local Address: 426 Truman Ave Fax: 305 296 3118
(P.O. Box numbers may not be used to establish status)

Length of time at this address: 24 years

[Signature]
Signature of Authorized Representative

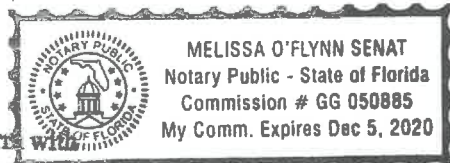
Date: 7-15-19

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 15 day of July, 2019.

By Albert L. Kelley of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)



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

[Signature]
Signature of Notary
Melissa O'Flynn Senat
Print, Type or Stamp Name of Notary

Title or Rank

PUBLIC ENTITY CRIMES AFFIDAVIT

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Bid for RFP Code
Compliance Special Magistrate #RFP-009-19
2. This sworn statement is submitted by Albert L. Kelley
(Name of entity submitting sworn statement)
whose business address is 926 Truman Ave. Key West FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement 244-17-1736)
3. My name is Albert L. Kelley
(Please print name of individual signing)
and my relationship to the entity named above is same
4. 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 with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means _____

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



(Signature)

7-15-19

(Date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Albert L. Kelley who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 15 day of July, 2019.

My commission expires:



NOTARY PUBLIC



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 conflict has 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
Firm

[Signature]
Signature

7-15-19
Date

Albert L. Kelley
Name Printed

Owner
Title of Person Signing Affidavit

State of Florida,

County of Morroe,

SUBSCRIBED AND SWORN to before me this 15 day of

July, 2019 by Albert L. Kelley who is personally known to me to be the _____ for the Firm, OR

who produced the following identification _____

Melissa O'Flynn Senat
Notary Public

My Commission expires Dec 5 2020



CONE OF SILENCE ACKNOWLEDGEMENT

CONE OF SILENCE AFFIDAVIT

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 Albert L. Kelley 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.



Sworn and subscribed before me this

15 Day of July, 2019.

Melissa O'Flynn Senat

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Dec 5 2020



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, 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 publicly 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.

(c) 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 PARTNER BENEFIT FORM

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 Albert L. Kelly 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: [Signature]

Sworn : and subscribed before me this

15 Day of July . 2019.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Dec 5 2020



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.

- (1) 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.
- (2) 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.
- (3) 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).
- (4) 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.

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

(b) 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.

1 Enforcement. If the contractor fails to comply with the provisions of this section:

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

- (14) The city may terminate the covered contract; or
- (15) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (16) The city may also pursue any and all other remedies at law or in equity for any breach;
- (17) 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:

The contractor does not provide benefits to employees' spouses.

- (1) 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.
- (2) The contractor is a governmental entity
- (3) The sale or lease of city property.
- (4) 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").
- (5) 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

- (6) 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.

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

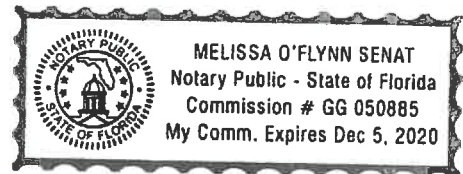
By: _____

Sworn and subscribed before me this

15 day of July, 2019.

Melissa O'Flynn Senat
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Dec 5, 2020



INDEMNIFICATION

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Albert L. Kelley

SEAL:

926 Truman Ave Key West FL 33040
Address


Signature

Albert L. Kelley
Print Name

Owner
Title

DATE: 7-15-19

PROOF OF INSURANCE

Albert L. Kelley, P.A.

ACCEPTANCE AND WARRANTY STATEMENT

The undersigned, as authorized representative of Albert L. Kelley, P.A. and all entities and individuals proposed for coverage (individually and collectively, the "Applicant") accepts the policy terms, conditions, and the premium quotation for Lawyers Professional Liability Insurance as indicated below from Wesco Insurance Company an AmTrust Financial Company (the "Underwriter") with the following terms:

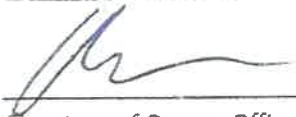
Limits of Liability: \$500,000/\$500,000
Deductible: \$5,000
Premium: \$4,746.00
Effective Date: 7/1/2019
Retroactive Date: 7/1/2012

The undersigned, as authorized representative of Applicant represents that, to the best of his/her knowledge and belief after reasonable inquiry of all individuals or entities proposed for coverage, the particulars and statements made in this Acceptance and Warranty Statement and in the Wesco (insurance carrier's name) application submitted for this policy and dated May 6, 2019, and any attachments submitted therewith (the "Application"), are true, accurate and complete and are deemed to be made to the Underwriter.

The undersigned, as authorized representative of Applicant further represents that the following statements are true, accurate and complete:

1. The information in this Acceptance and Warranty Statement and the Application are material to the risk accepted by the Underwriter;
2. During the last five (5) years, no claim or suit has been made against the Applicant arising out of professional legal services, other than those disclosed in the Application;
3. The Applicant has not been disbarred, refused admission to practice law, suspended, reprimanded, sanctioned, fined, placed on probation, held in contempt or been subject to any disciplinary complaint, grievance or action by any court, administrative agency or regulatory body, other than as disclosed in the Application;
4. The Applicant is not aware of any fact, circumstance, situation, transaction, event, act, error or omission which might reasonably be expected to give rise to a claim other than as disclosed in the Application or reported to prior insurance carrier(s); and
5. All of the statements made in this Acceptance and Warranty Statement and the Application are true as of the date of this letter and there have been no material changes to the information provided in the Application since it was signed.

Albert L. Kelley, P.A.



Signature of Owner, Officer or Partner

6-5-19

Date

Reference Number: 756-EIT15723

CITY OF KEY WEST BUSINESS LICENSE

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
Location Addr 926 TRUMAN AVE FR
Lic NBR/Class 5819 STATE LICENSED PROFESSIONAL
Issued Date 11/14/2017 Expiration Date: September 30, 2019

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED
PROFESSIONAL

Comments: ATTORNEY

Restrictions: HOME OCCUPATION LICENSE

KELLEY, ALBERT, LAW OFFICE OF
926 TRUMAN AVE FRONT

This document must be prominently displayed.

KEY WEST, FL 33040

KELLEY, ALBERT

MONROE COUNTY BUSINESS LICENSE

**2018 / 2019
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2019**

Business Name: KELLEY ALBERT L

RECEIPT# 46112-67392

Owner Name: ALBERT L KELLEY

Business Location: 926 TRUMAN AVE
KEY WEST, FL 33040

Mailing Address:

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 114-17-00003424 09/21/2018 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, 2019

Business Name: KELLEY ALBERT L

RECEIPT# 46112-67392

Owner Name: ALBERT L KELLEY

Business Location: 926 TRUMAN AVE
KEY WEST, FL 33040

Mailing Address:

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 114-17-00003424 09/21/2018 30.00

FLORIDA BAR CARD



Member Since
07/20/1990

Albert Lewis Kelley



0851590