

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 4, 2019

Presenter's Name and Title: Shaun Gayle, Assistant City Manager

Prepared By: Alicia Ayum

Temp. Reso. Number: R7012

Item Description: Temp. Reso. #R7012, APPROVING THE AWARD OF RLOI NO. 19-06-26 ENTITLED "CITY ATTORNEY SERVICES", TO AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC, APPROVING THE NEGOTIATED AGREEMENT AND ESTABLISHING A TRANSITION PERIOD OF UP TO 90 DAYS. (Shaun Gayle, Assistant City Manager and Alicia Ayum, Procurement Director)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Payment for the City Attorney Services will be made from Department Number 07, entitled "Legal" and other appropriate City-wide accounts for legal services

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7012
 - Exhibit A – City Attorney Services Agreement
- Attachment(s)
 - Attachment 1: RLOI 19-06-26 City Attorney Services
 - Attachment 2: Proposal – Austin Pamies Norris Weeks Powell, PLLC



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Vernon E. Hargray, City Manager *for [Signature]*
BY: Alicia Ayum, Procurement Director
DATE: August 29, 2019
RE: Temp. Reso. No. R7012 approving the award of RLOI No. 19-06-26 for City Attorney Services

RECOMMENDATION: The City Commission recommends approval of Temp. Reso. No. 7012, approving the award of RLOI No. 19-06-26 for City Attorney Services (the "RLOI") to Austin Pamies Norris Weeks Powell, PLLC (the "Firm").

ISSUE: City Commission approval is required to appoint the City Attorney as per Section 2.05 of the City Charter.

BACKGROUND: At the City Commission workshop on May 15, 2019, City staff was instructed to solicit new proposals for City Attorney services.

On June 6, 2019, the RLOI was advertised in a newspaper of general circulation, on Demandstar and emailed to local firms. Four proposals were received by the due date of June 20, 2019 as follows;

1. Austin Pamies Norris Weeks Powell PLLC
2. Bryant Miller Olive
3. Gray Robinson
4. Weiss Serota Helfman Cole & Bierman

On August 21, 2019, the Commission approved the selection of the firm Austin Pamies Norris Weeks Powell, PLLC to perform City Attorney Services and instructed the City Manager to bring forth a negotiated agreement for execution at the September 4, 2019 meeting.

Attached is the negotiated agreement that includes, but is not limited to, the following terms:

- Scope of services as described in Exhibit “A”
- Term – the agreement is for a period of five (5) years with one five-year renewal option.
- Compensation
 - Retainer – the Firm will be paid a monthly retainer fee of two thousand five hundred dollars (\$2,500) for attendance at regular City Commission meetings, Planning and Zoning meetings commission workshops, special meetings and handling calls from or meetings with individual City elected officials and the City Manager’s Senior Executive Team.
 - Hourly rates - At an hourly fee of \$200.00, the City Attorney shall provide all other City Attorney Services, except that workers compensation services will be charged at an hourly rate of \$150.
 - Special Counsel – services requiring the use of Special Counsel shall be conditioned upon a scope of services as directed or authorized by either the City Manager or the City Commission.
 - COLA - The City Attorney fees shall increase by 2 percent (2%) for the first two years and three percent (3%) for the next three years of the five-year term.

In addition to the terms of the negotiated agreement, this resolution provides for a transition period of up to ninety (90) days beginning from the date of execution of the agreement. This transition will be facilitated by the City Manager.

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8/29/19
9/4/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF RLOI NO. 19-06-26 ENTITLED "CITY ATTORNEY SERVICES", TO AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC; APPROVING THE NEGOTIATED AGREEMENT; ESTABLISHING A TRANSITION PERIOD OF UP TO 90 DAYS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar currently outsources City Attorney Services; and

WHEREAS, at the City Commission workshop on May 15, 2019, City staff was instructed to solicit new proposals for City Attorney Services; and

WHEREAS, on June 6, 2019, RLOI No. 19-06-26 for City Attorney Services (the "RLOI") was advertised in a newspaper of general circulation, on Demandstar and emailed to local firms; and

WHEREAS, on June 20, 2019, four proposals were received from the following firms;

1. Austin Pamies Norris Weeks Powell, PLLC
2. Bryant Miller Olive
3. Gray Robinson
4. Weiss Serota Helfman Cole & Bierman, P.L.; and

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WHEREAS, on August 21, 2019, the City Commission approved the selection of Austin Pamies Norris Weeks Powell, PLLC (the “Firm”) to perform City Attorney Services and instructed the City Manager to bring forth a negotiated agreement for approval and execution; and

WHEREAS, the Firm agrees to perform the services as outlined in the negotiated agreement, attached hereto as Exhibit “A”; and

WHEREAS, the agreement is for a term of five years with one five-year renewal option; and

WHEREAS, this resolution allows for a transition period of up to ninety (90) days from the date of execution of the agreement; and

WHEREAS, the Firm, as the new attorney of record and Weiss Serota Helfman Cole & Bierman, P.L., the former attorney of record, will engage in transitional activities during the transition period; and

WHEREAS, the Mayor is authorized to execute the agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

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Section 2: That the award of RLOI No 19-06-26 for City Attorney Services and appointment of the City Attorney is being made to Austin Pamies Norris Weeks Powell, PLLC, for a term of five years with one five-year renewal option.

Section 3: That the appropriate City officials are authorized to do all things necessary or expedient in order to carry out the aims of this Resolution.

Section 4: That the City Manager will facilitate the transition of services from Weiss Serota Helfman Cole & Bierman, P.L. to Austin Pamies Norris Weeks Powell, PLLC.

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Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

CITY ATTORNEY SERVICES AGREEMENT BETWEEN
THE CITY OF MIRAMAR AND
AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC

THIS CITY ATTORNEY AGREEMENT (the "Agreement") is entered into by and between the City of Miramar (the "City") and the law firm of Austin Pamies Norris Weeks Powell PLLC ("Firm") and is effective as of the ____ day of _____ (the "Effective Date").

WHEREAS, the Firm of Austin Pamies Norris Weeks Powell, PLLC did submit a response to the City's RLOI-19-06-26 entitled "City Attorney Services" for appointment of City Attorney to the City; and

WHEREAS, the City desires to retain the services of Attorney and at its meeting of August 21, 2019, the City Commission authorized the proper City officials to negotiate a Professional Services Agreement;

WHEREAS, the City and Firm desire for the Firm to provide service as City Attorney for the City as required by its Charter, as well as additional legal services on an as needed basis, in a thoughtful and cost effective manner; and

WHEREAS, the City and the Firm desire to comply with the City's Charter, and to also efficiently provide requested and necessary legal services to the City;

WHEREAS, the City and Firm desire to respectively receive and provide legal services specifically described herein pursuant to this Agreement;

WHEREAS, the City and Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Firm and City, between City Attorney and City, or between City and any Assistant City Attorney, but defines a relationship between the parties wherein the Firm, its officers and employees, including those designated City Attorney or Assistant City Attorney are in fact independent contractors of the City and remain solely the employees of the Firm; and

WHEREAS, at all times while servicing in its capacity as the City Attorney, agree with and acknowledges its fiduciary responsibility to be the chief legal advisor and communicate first and primarily with the Mayor and City Commission as the governing body of the City of Miramar in accordance with the City Charter and other applicable rules, regulations, ordinances and laws; and

WHEREAS, the City acknowledges and agrees that the Mayor, City Commission and City Manager have a duty to cooperate with the City Attorney, to keep the City Attorney informed of material developments and matters concerning the City as such may relate to or otherwise affect Attorney's performance under this Agreement; and

WHEREAS, Firm reserves its independence to act within the limits imposed by law and professional obligations such that the City's policy objectives during the representations will be furthered through means the Firm considers appropriate under its professional obligations after consultation with City and as may otherwise be required by the rules regulating the State of Florida Bar.

NOW, THEREFORE, it is agreed as follows:

1. AGREEMENT

This Agreement restates, supersedes, and replaces all prior agreements between the parties concerning the provision of legal services in the manner and under the terms described in this Agreement.

2. CITY ATTORNEY SERVICES

(A) Firm will provide legal services as City Attorney to the City relative to Sec. 2-151 of the City of Miramar Code of Ordinances as amended. The duties of the City Attorney shall be to:

- (1) Advise and consult with the Mayor, City Commission, City Manager and other heads of the departments within the City regarding legal matters and to render legal opinions on issues of municipal law as requested by the City Administration or the City Commission.
- (2) Prepare the City's ordinances and resolutions, at the direction of the City Commission, or City Manager and to attend regular and special meetings of the City Commission.
- (3) Act as legal advisor to the departments of the city, City Manager, and the City Commission on matters relating to the City or municipal issues.
- (4) Settle, subject to approval of the City Manager and without further Commission authority, claims against the City not exceeding five thousand dollars (\$5,000), payable from funds maintained for payment of claims within the City's self-insurance program. This amount may be adjusted subjected to increases in the limit, as approved by the City Commission
- (5) Perform all other legal work assigned by the City Manager or the City Commission.
- (6) Employ special counsel to the city for specific needs and/or requisite areas of legal expertise with applicable City Commission approval.

(7) Approve as to legal form and sufficiency contracts, deeds, bills of sale and other written instruments to which the city is a party.

(8) Prosecute and defend all litigation on behalf of the City.

(9) Any other services set forth in the City Attorney's response to RLOI-19-06-26.

(B) For purposes of this Agreement Burnadette Norris-Weeks of Firm shall be initially designated as City Attorney ("Designated Lawyer"). The Designated Lawyer of the Firm serving as City Attorney for the City may be substituted following notice to the City Commission. The Firm's other members, specifically including Michelle Austin Pamies and Norman C. Powell shall serve as Assistant City Attorneys ("Principal Attorneys") and the Firm, in its discretion, shall utilize such other attorneys as are necessary to perform the City's work and shall advise the City Manager or his designee of the inclusion of additional attorneys.

(C) The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of the City to achieve the goals of the City as determined by its Commission and its City Manager. The Agreement contemplates that the work will be assigned to the City Attorney either by the City Commission or by the City Manager. Such legal services, as enumerated below, are to be provided as City Attorney Services on an hourly basis, provided that a base amount shall be fixed for the attendance at regular Commission Meetings, Planning and Zoning meetings, Special Meetings and Commission Workshops as set forth on Exhibit "A". Additional Special Counsel Services may also be provided separately by the Firm or other firms on an hourly basis by separate requests for special services or as otherwise approved by the City Commission.

3. COMPENSATION FOR PROFESSIONAL SERVICES

Firm will be compensated for City Attorney Services at the rate outlined in Exhibit "A" (Scope of Services and fees). The City Attorney fees shall increase by 2 percent (2%) for the first two years and three percent (3%) for the next three years of the five-year term.

INVOICING AND BILLING

The Firm shall bill the City on a monthly basis as follows:

- (A) The Firm shall identify the total amount to be charged to the City for all legal services provided by the Firm.
- (B) The Firm shall provide a billing report for each specific legal service performed by the Firm. For each such legal service, the billing report shall record:
 - 1. each date on which the legal service was performed,
 - 2. the time expended performing legal services on each date
 - 3. each member of the Firm, who performed this legal service during this day, and

4. the total charge for performance of the legal service by each Firm member during this day and time. A sample of this billing report is included in Exhibit "B".
- (C) All time billed by the Firm shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time,
- (D) Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

COMPENSATION AND PAYMENT. As full compensation and payment for Firm's services to be performed in accordance with the Scope of Services set forth in Section 2 hereof.

- (1) Payment upon Invoice. Payment for all matters shall be made within thirty (30) days from the date of receipt of the invoice by the City's Manager's office. Invoices received from the Firm pursuant to this Agreement shall be reviewed and approved by the City's representative. If there is no objection to the invoice, the City shall pay the full invoice amount within thirty (30) days of the City's receipt of the invoice.

If there is a dispute as to any invoiced item, the City shall notify the Firm of the dispute within fifteen (15) days of the City's receipt of the invoice. The City shall pay Firm the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the City until a resolution has been reached between the City and Firm as to the disputed portions of the invoice.

- (2) Appropriations. Payment under this Agreement is subject to annual appropriations of the governing body. The City will immediately notify the Firm to stop work if funds are not appropriated and will pay the Firm for all work performed up to the time of the stop work notice.

4. TERM

The initial agreement term shall be for five (5) years, beginning _____, 2019, and ending _____, 2024, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the end of the initial five (5) year term the City shall have the option of renewing the Agreement for an additional five (5) year period. Notwithstanding, the City shall provide a minimum of sixty (60) calendar days' prior notice before the end of any effective Term, of its intent to not renew the Term. The agreement terms, including, Firm's compensation and expenses, may be adjusted upon mutual written agreement of the parties. Additionally, the parties may extend the term of this Agreement at any time upon mutual written consent.

5. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the Firm shall also act as the execution of a truth-in-negotiation certificate certifying that the compensation, fees, billing rates, expenses, overhead charges, and other cost used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the Firm for services performed on behalf of similar clients for the same services. Said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates.

6. TERMINATION

The City Attorney shall serve at the pleasure of the City Commission, and the City Commission may terminate this Agreement and the City Attorney's agreement with the City as provided by Section 3.2 of the City Charter, however, if Firm terminates this Agreement, Firm shall give the City no less than sixty (60) days written notice unless the City Commission waives this sixty (60) days' notice requirement. In the event of termination by the City Commission, Firm shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Firm in the event of such termination shall be on a pro rata amount determined on the basis of the amount and value of work performed prior to the Firm's receipt of notice of termination for the applicable Work performed. Firm shall turn over to City all work product which has been paid for by City. Under no circumstance shall City make payment for Services that have not been performed.

7. USE OF NECESSARY CONSULTANTS OR OTHER SPECIAL COUNSEL;
APPROVAL PROCEDURE

The City may necessarily require legal expertise beyond the scope of the City Attorney, legal service roles contemplated herein. Subject to the concurrence or recommendation of the City Manager and, if required, the approval of the City Commission, the Firm shall have the authority to use or retain on behalf of the City such additional consultants, experts, or counsel that it deems necessary to implement the objectives and programs of the City. Such approval shall be first requested in writing and shall include a scope of services, rate, and method of compensation for each additional consultant, expert, or counsel requested.

(A) The City Attorney shall maintain oversight and request and provide to the City Commission periodic status reports from either litigation or local counsel in the event of any representation pursuant to this section.

(B) Statement for fees and costs incurred by any approved consultant, expert, or counsel, shall be first reviewed by the Firm for accuracy and completeness and, upon approval, submitted to the City Manager for payment.

8. DISCLOSURE

(A) The City recognizes that the Firm represents other clients. The Firm, as City Attorney, will not represent any client, including but not limited to a municipality, county, local or state government agency or other person or entity in matters which the Firm determines to be directly adverse to the City nor will the Firm represent the City in matters which the Firm determines to be directly adverse to the interests of any other client of the Firm.

(B) The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. It is also possible that during the course of the Firm's representation of the City's interests the City may become involved in transactions or disputes with other clients of the Firm in which the City's interest are or become adverse to the interests of one or more of the Firm's other clients, whether present or future. If such a conflict between the City interest and those of another of the Firm's clients, whether present or future, were to arise, the Firm will promptly notify the City of that circumstance. The Firm reserves the right, on account of any such conflict of interest, to withdraw from the matter in question and will assist the City in securing interim or alternative counsel for the matter in conflict if a conflict waiver is not otherwise permissible under the rules regulating The Florida Bar.

9. AGREEMENT ADMINISTRATION

(A) The City Attorney shall coordinate with the City Manager in discharging its responsibilities hereunder.

(B) The Firm will alert the City Manager if any project or service it is working on or which it is asked to work on may exceed the budget of the year, or for that project or service and will not proceed to provide services for which it seeks compensation until sufficient funding to pay the Firm for its services for the project or service is approved; unless specifically directed by the City Commission or City Manager.

10. GENERAL

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising out of or relation to this Agreement, the parties agree to waive trial by jury and agree that venue shall lie in Broward County, Florida. In the case of litigation of such disputes, the prevailing party shall be entitled to recover attorney fees and costs from the other party. This Agreement may be amended only by a written agreement entered into by the parties.

11. INSURANCE

The Firm shall furnish the City's Representative with Certificate of Insurance and all required insurance endorsements, indicating that insurance coverage has been obtained and meets the requirements below, prior to the commencement of work under this Agreement:

- (1) Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence;
- (2) Comprehensive General Commercial Liability Insurance in the amount of \$1,000,000 per occurrence;
- (3) Worker's Compensation Insurance and Employer's Liability Insurance to the extent required by Florida Statutes.
- (4) The Insurance Certificate must indicate the City of Miramar as "Additional Insured" on the Commercial General Liability Insurance policy and include the accompanying endorsement. Firm shall be responsible for assuring that the insurance certificates required in conjunction with this Section (including endorsements) remains in force for the duration of the period of performance for this Agreement. If the insurance certificated are scheduled to expire during the term hereof, Firm shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the City shall suspend performance under this Agreement until such time as the new or renewed certificates are received by the City in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days.
- (5) The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's Representative. Compliance with the foregoing requirements shall not relieve the Firm of its liability and obligations under this agreement.
- (6) Compliance with the foregoing requirements shall not relieve the Firm of its liability and obligations under this section or under any other section of the Agreement.

12. INDEMNIFICATION

The Firm shall indemnify, defend, and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, resulting from the willful omissions, misconduct or negligent acts of the Firm, its respective officials, agents, employees or subcontractors in the Firm's performance of Services pursuant to this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

13. SUCCESSORS AND ASSIGNS

The City and Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above noted, neither the City nor the Firm shall assign or transfer its interest in this Agreement, except upon mutual written agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the City and the Firm.

14. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to ever other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. CONFLICT OF INTEREST

Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the City, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 or under the Rules Regulating The Florida Bar.

16. DISCLOSURE OF DOCUMENTS

The City and the Firm shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law). This provision is not intended to be a waiver of the attorney work product exemption provided in Florida Statute 119.071(1)(d)1, as may be amended from time to time. The parties recognize that for purposes of public records requests, the City shall have direct responsibility for providing any and all documents to the public.

17. NONDISCRIMINATION

Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

18. PUBLIC RECORDS

Firm acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Firm agrees to maintain public records in Firm's possession or control in connection with Firm's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Firm shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Firm, whether finished or unfinished, shall become the property of City and shall be delivered by Firm to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Firm shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Firm shall be withheld until all documents are received as provided herein. Firm's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

19. OWNERSHIP OF DOCUMENTS

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Firm, whether finished or unfinished, shall become the property of City and shall be delivered by Firm to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Firm shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Firm shall be withheld until all documents are received as provided herein. Firm's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

19. SEVERABILITY

If any term of provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Firm agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with paragraph 21 – Modifications of Scope of Services.

21. MODIFICATIONS OF SCOPE OF SERVICES WORK

The parties, upon mutual written consent, reserve the right to make change in Scope of Services Work, including alterations, reductions therein or additions thereto.

22. METHOD OF PAYMENT

The City of Miramar will pay City Attorney by check.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

To City:

Attn: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
(954) 602-3115
(954) 602-3547

To City Attorney:

Attn: Burnadette Norris-Weeks, Esq.
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

24. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

25. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

26. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. City's consent to or approval of any act by Agreement requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent or approval of any subsequent act by Firm requiring the City's consent or approval, whether or not similar to the act so consented to or approved.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

28. EXHIBITS ARE INCLUSIONARY

All exhibits are attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

29. AGREEMENT DOCUMENTS

The Agreement documents are as follows: Request for Proposal, Agreement, Exhibits, and Addenda, to make this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

As to the Firm on the ____ day of _____.

Austin Pamies Norris Weeks Powell, PLLC

Corporate Seal

Witness

[Name and Title]

As to the City on the ____ day of _____.

SEAL OF THE CITY OF MIRAMAR

City Clerk

Wayne Messam, Mayor

EXHIBIT A
SCOPE OF SERVICES AND FEES

The City Attorney's Scope of Services under this Agreement shall include the legal services set forth in Section 2 of the Agreement.

Fees:

Firm will charge a base fee of two thousand five hundred dollars (\$2,500) per month for attendance at regular City Commission meetings, Planning and Zoning meetings commission workshops, special meetings and handling calls from or meetings with individual City elected officials and the City Manager's Senior Executive Team. For an hourly fee of two hundred dollars (\$200), the City Attorney shall provide all other City Attorney Services; except that workers compensation services shall be charged at an hourly rate of one hundred fifty dollars (\$150).

The provision of Special Counsel Services (which may be required in a particular matter as determined by the City Attorney) shall be conditioned upon a scope of services as directed or authorized by either the City Manager or the City Commission, as applicable, and shall be set forth in a written work order/request, or as otherwise approved by the City Commission.

Negotiating, preparing, obtaining, delivering, and filing all documents in connection with the closing on any acquisition, contribution, sale, exchange, or disposition or any City assets or systems requiring the financing thereof, including real and personal property associated with such City assets or systems, even if prepared by the City Attorney shall be considered Special Counsels matter as there may be additional expenses associated therewith (e.g. title work etc.).

Costs:

Firm will not charge for photocopies or seek reimbursement for actual costs incurred in the provision of City Attorney Services, including litigation filing fees, postage etc.

EXHIBIT B

FIRM NAME
FIRM ADDRESS
FIRM ADDRESS
PHONE
FAX
TAX ID

PRIVILEGED AND CONFIDENTIAL

For Professional Services Rendered

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Invoice Date
Invoice #
Page ___ of ___

CLIENT # _____
Re: _____

Services Date	Name	Activity	Hours	Amount
06-04-2019	RPS	Meet with Ms. Jones regarding facts of the case and strategy	30	59.09
06-07-2019	MGI	Draft City's Plea to the Jurisdiction	0.20	39.39
06-24-2019	MGI	Prepare Motion for Summary Judgment	1.00	196.97
06-26-2019	RPS	Review plaintiff's response to City's MSJ on Limitations	0.20	39.39
06-28-2019	MGI	Attend pretrial conference	1.60	315.15
Professional Services Total			3.30	\$ 649.99

REQUEST FOR LETTERS OF INTEREST

**RLOI NO. 19-06-26
To Provide City Attorney Services**



The City of Miramar Commission:

**Mayor Wayne M. Messam
Vice Mayor Alexandra P. Davis
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne**

**Vernon E. Hargray, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

**DUE DATE AND TIME: June 20, 2019
AT 2:00 PM**

INSTRUCTIONS FOR SUBMITTING RESPONSE TO RLOI

Each Response submitted to the City of Miramar (hereinafter the "City") must have the following information clearly marked on the face of the envelope:

- a) Responder's name, return address and telephone number;
- b) Solicitation number;
- c) The Solicitation Due Date and Time; and
- d) Title of the Solicitation and Solicitation number.

All responses must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and five (5) bound copies (**a total of six [6]**) of the complete response must be received by the deadline stated below. The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Responder's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Due Date and Time, to:

**OFFICE OF THE CITY CLERK
THE CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Responses to this solicitation submitted at the same time for any other City of Miramar solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged response not being considered.

NOTE: The solicitation number must be clearly stated on the envelope or box containing the response. All required forms must be completed by the firm or individual submitting a response to this RLOI.

SUBMITTING A RESPONSE TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF: THURSDAY, JUNE 20, 2019, AT 2:00PM IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH RESPONDENT. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY RESPONSE RECEIVED AFTER THE DEADLINE STATED ABOVE SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried responses may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Respondents are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The response must be signed by an authorized officer of the firm responding to this solicitation who is legally authorized to enter into a contractual relationship in the name of the firm. The submittal of a response to this RLOI will be considered by the City as constituting an offer by the Respondent to perform the required Services, and/or provide the required Goods, at the price determined by the City Commission. No response by the City, however, shall be considered an acceptance unless approved and authorized by the City Commission (if applicable) and until a Contract is executed by the Successful Respondent and the City.

PURPOSE OF SOLICITATION:

The City of Miramar is soliciting a Request for Letters of Interest from qualified individuals or firms to provide City Attorney Services for the City of Miramar. The present legal services are provided through a contract with an outsourced City Attorney and staff.

CITY BACKGROUND:

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to 140,328 in 2017. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

Section 1

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

Project Scope

The selected respondent shall perform, but not be limited to, the following responsibilities:

- 1.1 Be the attorney of record, or be responsible for the oversight of the attorney of record, in all civil suits, actions and legal proceedings wherein the City Commission, departments, boards or city officials or employees are parties by

- virtue of their official positions or actions unless such suits, actions or legal proceedings are assigned by the City Commission to special counsel;
- 1.2. Institute and/or cause to be prosecuted all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the City Commission;
 - 1.3. Provide for the defense of all civil suits, actions and legal proceedings brought against the City unless such suits, actions or legal proceedings are assigned by the Commission to special counsel;
 - 1.4. Serve as legal adviser to the City manager, department heads, City boards and the City Commission in accordance with local government law and procedures;
 - 1.5. Render written legal opinions on matters relating to city government and the interpretation, construction and meaning of the charter, statutes, ordinances, resolutions and contracts affecting or pertaining to city government;
 - 1.6. Prepare or review and approve as to form and legal sufficiency, all City ordinances, resolutions, deeds, leases, contract documents and other legal instruments affecting or pertaining to the City or in which the City is a party;
 - 1.7. Attend and be present during all regular meetings, workshops and special meetings of the City Commission. When requested by the City Commission, attend meetings of special committees of the City Commission and meetings of City boards;
 - 1.8. Perform all duties and functions imposed by general or special laws upon City attorneys;
 - 1.9. The attorney of record will assist cooperatively and monitor the performance of any duties assigned to special counsel;
 - 1.10. Stay abreast of new and proposed state and federal legislations affecting the City and make recommendations when necessary.
 - 1.11. Legal review on bonds and other financial matters relating to City government

Section 2

FEES & COSTS

- 2.1. Provide with your response the structure of compensation and fees you will charge the City, including any fees for outside counsel. The firm shall identify the personnel and resources to be provided.
- 2.2. The selected Proposer shall submit itemized bills and such other necessary information or supporting documentation as required by the City of Miramar in order to process payment.
- 2.3. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Section 3

QUALIFICATIONS, MANAGEMENT & PERSONNEL CONSULTANT QUALIFICATIONS:

In the Response, include the following information:

3.1 Contractor Qualifications

Attorney(s) intended to serve as Counsel to the City must be licensed to practice law in the State of Florida, and must have at least 10 years' experience practicing in the field of local government law. Such experience should include representing municipal governments in facets of daily government operations as well as experience in coordinating and managing the work of other law firms brought in for areas of specialized expertise. Board Certification by individuals of the firm in the field of City, County & Local Government Law is desired.

With regard to the Firm or attorney proposed under this solicitation, describe your general qualifications for providing municipal legal services. Include the following specific information related to this proposal:

1. Name(s) of attorneys proposed to provide services to the City;
2. Provide the attorney of record that will be the main contact with the City. This individual is expected to remain the responsible attorney throughout the engagement;
3. Specific areas of certification and experience by individual and curriculum vita for each;
4. A list and explanation of ethics and any other complaints filed against the law firm, any attorney in the law firm or any attorney proposed under this solicitation and a list of any disciplinary procedures taken against any current member of the firm or attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the last ten years. NOTE: Attorneys proposed under this solicitation shall not have been disciplined by the Florida Bar Association during the past 10 years;
5. Specific experience providing legal services to local governments in the following areas:
 - 5.1. ethics & public records;
 - 5.2. general municipal law;
 - 5.3. workers compensation;
 - 5.4. land use;
 - 5.5. code enforcement;
 - 5.6. utilities (particular emphasis on water and wastewater);
 - 5.7. labor;
 - 5.8. forfeiture;
 - 5.9. municipal bonds
6. Potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees,

- or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities;
7. A list of other municipalities or other governmental entities currently being represented by the firm or attorney proposed under this solicitation;
 8. Any malpractice claims against the firm, any of the attorneys in the firm or any attorney proposed under this solicitation in the last 10 years;

With regard to the Firm or attorney proposed under this solicitation, describe your approach to providing legal services to the City. Include the following specific information related to this proposal:

1. How you would structure the working relationship between the City Attorney's office, the City Commission, and City Manager's office.
2. Areas of expertise where you anticipate requiring the use of special outside counsel.
3. The City is requesting that proposers commit to include a Small and Local Business Participation Plan. Include in the response the following information:
 - Describe in detail the strategy the Proposer will use to utilize Local and Small Businesses.

Section 4

METHOD OF AWARD

The Responses that comply with the criteria shall be submitted to the City Commission to make a selection. The award of any contract resulting from this solicitation will be made to the Respondent whose proposal the City Commission deems most advantageous to the City, taking into consideration the qualifications set forth in this solicitation. Upon award, the successful Respondent will be required to cooperate with the City to develop a mutually agreeable transition plan and period with the current City Attorney.

Section 5

TERM OF AGREEMENT

The City Attorney Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for five (5) years, or unless and until terminated. If at the end of the initial 5 year term this Agreement is still in good standing, the City shall have the option of renewing the Agreement for an additional 5-year period.

LETTER OF INTEREST FORMAT

The information requested below will assist City staff in the review process. Kindly provide responses in the order listed below and include a Table of Contents in sequential order:

- 1. Transmittal Letter:** This letter will summarize (in a brief and concise manner) the firm's understanding of the scope of work. The transmittal letter must be signed by an officer of the firm authorized to do so. Also include contact information for: (1) the person responsible for answering questions regarding the proposal, (2) the person responsible for contract negotiation, and (3) the person authorized to sign.
- 2. Scope of Work:** This section of the proposal should clearly demonstrate the experience in all phases of the scope of work as understood by the firm, and detail the business and organizational structure, ability to perform all the services as required.
- 3. Qualifications of Individual/Company Experience:** This section provides each Proposer with the opportunity to demonstrate how its history, organization, resources, and related experience differentiates from other firms. Focus and attention should be given to qualifications and experience in providing City Attorney Services. Any additional information, which the proposer considers pertinent, may be included in a brief and concise manner.
- 4. References:** At a minimum, provide contact information for three (3) references, at least two (2) of which are municipal or governmental agencies; including the name, contact person's name, title, address, telephone number, and email address. For each reference, provide a summary overview of project including budget, scope of work, and timelines.

Any questions, explanations or other requests regarding the RLOI must be addressed in writing to the City's Procurement Department, contact Alicia Ayum, Procurement Director at 954-602-3121 or by email aayum@miramarfl.gov no later than **June, 12, 2019 at 6pm.**

The City reserves the right to waive any informalities or irregularities in this RLOI. The City reserves the right to reject any and all letters of interest as they may deem to be in the best interest of the City of Miramar residents and as may affect this project.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION (including the following forms) MAY DISQUALIFY PROPOSER

PROPOSER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name? _____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) Business Tax Receipt type and number: _____

(4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing Services and or commodities for similar (government) organizations:

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Miramar 2300 Civic Center Place Miramar, FL 33025	
	City, state, and ZIP code	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**CITY OF MIRAMAR, FLORIDA
REQUEST FOR LETTERS OF INTEREST
CITY ATTORNEY LEGAL SERVICES
RLOI NO. 19-06-26**

RESPONSE TO RLOI NO. 19-06-26 - CITY OF MIRAMAR

CITY ATTORNEY SERVICES

DEADLINE: JUNE 20, 2019 2:00 PM

AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC

Contact: Burnadette Norris-Weeks, Esq.

401 North Avenue of the Arts

Fort Lauderdale, FL 33311

Phone: 954-768-9770

Fax: 954-768-9790

Email: Bnorris@apnwlaw.com, Bnorris@bnwlegal.com

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TAB 1 – TRANSMITTAL LETTER

AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC

June 20, 2019

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

REQUEST FOR LETTERS OF INTEREST - 19-06-26 (CITY ATTORNEY SERVICES)

City of Miramar Mayor and Commissioners:

Thank you for the opportunity to respond to RLOI 19-06-26, relating to the City's solicitation for City Attorney Services. Burnadette Norris-Weeks, Esq., is the attorney proposed by Austin Pamies Norris Weeks Powell PLLC (the "Firm") to be the attorney of record and main contract for the City. I will remain the responsible attorney of record throughout the engagement and have been competently handling all aspects of municipal law on behalf of local government clients in South Florida for more than 20 years. As the signatory of this letter, I am authorized to answer questions regarding the proposal as well as negotiate and execute any agreement with the City.

The Firm is prepared to provide the full scope of services set forth in Section 1 of the RLOI. Members of the Firm currently serve as City Attorneys and Assistant City Attorneys for the following cities: City of West Park; City of South Bay; City of Pahokee; City of Opa Locka; City of El Portal and the City of West Lake. Firm members have also previously served as a City Attorney, Assistant City Attorney/Deputy City Attorney for various other cities. Michelle Austin Pamies, Esq., a member of the Firm, also serves as Code Enforcement Special Magistrate for the City of Miramar, a position from which she would resign if the Firm is selected for the provision of City Attorney Services. Burnadette Norris-Weeks Esq. also provides special counsel legal services to municipalities, such as the City of Tamarac and the City of Pembroke Pines.

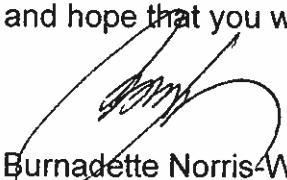
If our Firm is selected, I will adjust workload for any municipal client that holds meeting in conflict with the City of Miramar to other members of our law firm team. Other team members for the purpose of this response include: Norman C. Powell, Neil Kodsi, Michelle Austin Pamies, Michael Garcia, Dotie Joseph, Loreal Arscott and Pam E. Booker will also provide legal services to the City. The attached materials include resumes of all attorneys expected to provide legal services under this Agreement. The Firm's attorneys are all governmental, litigation and transactional attorneys who are currently, or have in the past performed the following municipal and other relevant government work:

Description of Relevant Experience for Attorneys: City Attorney and Assistant City Attorneys for the City of West Park, Florida; City Attorney and Assistant City Attorneys for the City of South Bay, City Attorney and Assistant City Attorneys for the City of Opa-Locka; City Attorney and Assistant City Attorneys for the City of Pahokee, City Attorney for the City of North Bay Village, City Attorney for the City of El Portal, Deputy City Attorney and Acting City Attorney for the City of North Miami Beach, Assistant City Attorney for Southwest Ranches and Lauderdale Lakes, City Attorney for the City of West Lake, Assistant City Attorney and Acting City Attorney for the City of Port St. Lucie, Assistant City Attorney for the City of Miami Gardens, Bond Counsel for numerous municipalities, and Litigation and Labor Counsel for numerous municipalities, Special Counsel to various South Florida cities; local counsel to out-of-state cities with South Florida litigation matters Special Counsel to the Broward County Sheriff's Office; General Counsel to the Broward County Supervisor of Elections Office; General Counsel for the Agency for Workforce Innovation in Tallahassee.

All attorneys are in good standing with the Florida Bar Association. No attorney has been disciplined by the Florida Bar in the past 10 years. Further, no member of the team has been subject to a malpractice claim in the past ten (10) years. All attorneys are experienced with drafting ordinances, providing advice at commission and other meetings and with Robert's Rules of Order. All attorneys understand Florida Sunshine and public records laws, Broward County and State Ethics Laws and the administration of quasi-judicial bodies. All attorneys attend yearly training in municipal law, including Alternative Dispute Resolution training. The firm has a track record in winning litigation at the local, state and federal levels. Burnadette Norris-Weeks has trained elected officials in the areas of Sunshine Law and Ethics. Ms. Norris-Weeks has also been a speaker for various attorney seminars teaching these matters to other attorneys. All attorney resumes are attached are Exhibit A.

The Firm is a small business located in Broward County and therefore is a small local business. Additionally, Steve E. Bullock, Bond Counsel, who has a law office in Miramar, is part of our team and is a small firm practitioner.

We are greatly interested in serving the legal needs of the City of Miramar and hope that you will select our Firm.



Burnadette Norris-Weeks, Esq.
Austin Pamies Norris Weeks Powell, PLLC
Partner

**TAB 2. SCOPE OF WORK
(FEE PROPOSAL INCLUDED; SMALL AND LOCAL
BUSINESS PARTICIPATION PLAN INCLUDED)**

- a) The Law Firm of Austin Pamies Norris Weeks Powell PLLC would serve as the City Attorney for the City of Miramar with Burnadette Norris-Weeks serving as the primary contact attorney. All other Firm attorneys who are a part of this proposal would serve as Assistant City Attorneys. The City Manager and City Commissioners will also be provided with contact information for all attorneys who are a part of this proposal. Burnadette Norris-Weeks and Norman Powell would attend City Commission Meetings and other meetings where the City Commission sits as a body. Burnadette Norris-Weeks or other Firm Attorneys would cover staff meetings and various boards, where appropriate, and work with the City Manager on a daily basis. The Firm's commitment is to provide full and seamless City Attorney coverage and services.
- b) The Firm office is located at 401 North Avenue of the Arts (NW 7th Avenue), Fort Lauderdale, FL 33311.
- c) Burnadette Norris-Weeks would be available and would ensure the availability of competent counsel during and after regular business hours to address all legal needs of the City.
- d) The experience of each attorney is set forth in Tab 3 of this response. The Firm Attorneys will meet on a weekly basis to collectively discuss all legal matters related to City operations. Every attorney working on behalf of the City will have a general understanding of the legal matters facing the City. The Firm attorneys have vast knowledge of all aspects of municipal law.
- e) Firm attorneys would work closely with the City Manager and City Commissioners to proactively handle all legal matters. Although the City Attorney and City Manager are distinct, independent offices, the firm realizes that a collaborative working relationship between the two offices is critical in order for the City to be properly managed. The Firm attorneys would work with the all commissioners in a professional and productive way. Meetings with the Mayor and Commissioners would be held upon request and sought as needed to accomplish City business. The Firm would ensure that its office conducts workshops on legal issues of interest to the City, as needed; this would be important to avoid issues that could give rise to costly litigation.

- f) The Firm will closely track the established legal budget to ensure that it is respected. The Firm will charge an initial governmental rate of \$200.00 per hour that will increase no more than 5% on an annual basis.
- g) It is anticipated that the Firm will be able to handle most of the legal needs of the City, without the need to secure special counsel. This will help the City stay within budget for legal services. However, there are areas that may occasionally require the use of special outside counsel where special outside counsel has been used in the past. These items may include class action matters or matters similar in scope requiring more staff than the full-time legal staff dedicated to the City. The hiring of outside counsel would be sought at a governmental rate of \$200.00 per hour. The Firm would seek commission approval for any special counsel rate exceeding \$200.00. The Firm will keep tight control of legal fees by outside firms. The Firm will work hard to resolve disputes prior to any possible litigation. This will reduce legal costs for the City.
- h) At all times, the Firm will operate with the highest degree of professionalism and act in the best interests of the City.
- i) If selected, the Firm is confident that with proactive involvement from the City's legal team, the need for litigation will be reduced. The methods used by the Firm in the past has resulted in limiting active cases. The Firm takes proactive steps to avoid litigation for its municipal clients. The Firm's objective will be to conclude litigation matters as quickly as possible.
- j) The Firm would propose to meet, or otherwise communicate with, the current City Attorney prior to the transition in order to review all active cases and any anticipated legal matters. The Firm would also review all Court files and meet with the City Manager to understand the position of the City for matters in litigation. Significant information can be obtained via a review of relevant Court files.
- k) Local Business Participation Plan: The Firm is a small, local and minority owned firm. The response to this solicitation is essentially the "Local Business Participation Plan" of the Firm.

**TAB 3. QUALIFICATIONS AND EXPERIENCE
(RESUMES ATTACHED)**

- a. Burnadette Norris-Weeks is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining her license nearly thirty years ago. She is admitted to practice in all state Federal Courts and the United States Court of Appeals for the 11th Circuit. She practices in the areas of municipal and government law as well as general litigation. She is currently representing cities in the tri-county area of South Florida (see resume attached). If the Firm is selected for the provision of City Attorney Services, she will delegate other City Attorney roles and responsibilities to other members of her Firm team. Ms. Norris-Weeks served on the American Bar Association's -- Section of Litigation Bar Leadership Team for several years and received that sections "Above and Beyond Award" for Professional Leadership.
- b. Michelle Austin Pamies is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining her license in 1996. She practices in the areas of municipal and government law, as well as commercial transactions (real estate) and litigation (see resume attached). She serves as Assistant City Attorney for cities for which the Firm provides legal services and is Special Magistrate Code Compliance for the City of Miramar.
- c. Norman C. Powell is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining his license in 1990. He practices in the areas of municipal law, real estate law, eminent domain and litigation. He has worked as City Attorney and special counsel for several South Florida Cities (see attached resume).
- d. Dotie Joseph is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining her license in 2005. She practices in the areas of municipal and government law, as well as general litigation. She has worked as Assistant City Attorney, Deputy City Attorney, Acting City Attorney for cities for which the Firm provides legal services (see attached resume).
- e. Michael Garcia is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining his license in 2011. He practices in the areas of municipal law, real estate law, construction law and litigation. He has previous experience working as Assistant City Attorney for several South Florida cities (see attached resume).
- f. Neil D. Kodsí is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining his license in 2005. He

practices in the area of Litigation and Labor and Employment law (see attached resume).

- g. Loreal A. Arscott is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining her license in 2007. She practices in the area of litigation and municipal law and has experience as an Assistant City Attorney (see attached resume).
- h. Pam E. Booker is a licensed attorney in good standing with the Florida Bar and has enjoyed such status since obtaining her license in 1994. She practices litigation and municipal law and has experience as an Assistant City Attorney and a City Attorney (see attached resume).
- i. Steve E. Bullock is a license attorney in good standing with the Florida Bar and has enjoyed such status since obtaining his license in 1983. His practice is primarily focused on working as Bond Counsel and Disclosure Counsel for public entities, including municipalities (see attached resume).

The attorneys referenced above have more than 60 years of combined experience practicing municipal law and governmental law. This work involves representing municipal governmental operations as well as coordinating and managing the work of outside law firms, acting as special counsel on matters requiring special expertise or additional staffing (including eminent domain proceedings and municipal finance matters).

The work experience of the Firm's attorneys include providing legal services to municipalities in all of the requisite areas: agenda, codes, ordinances, contracts, resolutions, ethics & public records, litigation, municipal bonds, municipal loans, federal loans, zoning and land use, real estate (including leases), prosecution of municipal codes (including criminal), forfeiture, economic development, government data practices, City Charter and City Code issues, environmental law, franchise law, eminent domain, utility law, criminal law, alternative dispute resolution and other areas of municipal law. The attached resumes provide more specifics on the experience of each attorney. The following is a partial description of the Firm's experience in various aspects of municipal law.

General municipal law:

Attorneys of the Firm have been City Attorney and Assistant City Attorney for numerous South Florida cities. In this capacity, the Firm's attorneys have handled all aspects of general municipal law, including preparation of municipal agendas, drafting and interpretation of ordinances and code provisions, drafting and negotiation of agreements and resolutions as well as varied litigation matters.

Ethics & public records:

Attorney of the Firm have conducted workshops for city commissioners and city staff on matters involving ethics and public records. They have worked closely together with City staff on review of public records prior to distribution. They have prepared legal opinions for city commissioners on Florida ethics matters.

Workers compensation:

The Firm's attorneys have handled general workers compensation cases and attended hearings.

Land use:

The Firm's attorneys have significant knowledge and experience with land use matters while performing work with several South Florida Cities, including, but not limited to the cities of: West Park, Opa-Locka, North Miami Beach, El Portal, South Bay, Pahokee, North Bay Village, City of Miami Gardens, City of Westlake and City of Port St. Lucie; They have drafted the first zoning codes and land use documents for the City of West Park and the City of West Lake and assisted in the preparation of the City of West Park's first comprehensive plan. The Firm handles land use matters on a routine basis for various cities, including the drafting of zoning code text amendments, rendering legal opinions and providing general guidance to staff in all cities represented by Firm.

Code enforcement:

Attorneys at the Firm have drafted Code Enforcement and Nuisance Abatement Ordinances and procedures for various cities; regularly consult with City Managers and Code Enforcement staff on Code Enforcement; have attended Code Enforcement hearings for prosecution of Code Enforcement cases before the Special Magistrate, when appropriate. One of the Firm's attorneys acts as Code Compliance Special Magistrate for the City of Miramar. This position would be resigned if the Firm is award City Attorney Services from the City of Miramar.

Utilities:

Have knowledge and experience of wastewater issues. Among other things, the Firm has Prepared the City of West Park Ordinance establishing the storm water utility and assisted in the preparation of the City's storm water master plan; prepared legal documents for the implementation of a storm water management utility and special assessment; prepared documents for test well establishment. Currently negotiating with Miami-Dade County on utility-related matters for the City of Opa-Locka.

Labor and Employment:

The Firm's attorneys have participated in the negotiations of union contracts. In that capacity, they have regularly consulted with management staff and worked with labor negotiators on labor issues. They have handled employment matters and investigations that have resulted from labor union contracts. They regularly provide legal opinions on the interpretation of collective bargaining agreements and provide strategic advice on the resolution of labor disputes. They have also handled all types of labor and employment litigation and provide counsel to municipal clients on labor and employment matters.

Forfeiture:

The Firm's attorneys have vast experience handling asset forfeitures for municipalities. The Firm has assisted in recovering thousands of dollars for municipal clients.

Litigation and Alternative Dispute Resolution:

The Firm's attorneys have successfully handled mediation and arbitration matters as well as litigation in Federal and State courts. The Firm's attorneys also have criminal law experience.

Franchises:

The Firm's attorneys have handled the negotiation of contracts providing franchises to various City vendors including waste management, telecommunications and towing.

Real Estate and Development:

The Firm's attorneys have prepared development agreements for the development of real estate in various cities, including specific economic development agreements. The Firm routinely prepares leases as part of its responsibilities for its municipal clients.

Municipal Bonds, Federal Loans and Municipal Loans:

The Firm's attorneys have handled and reviewed various municipal loan and bond documents and can operate as bond counsel or work closely with bond counsel to ensure that the City's interests are protected.

Eminent Domain

The Firm has worked with the Department of Transportation on various eminent domain matters. The Firm's attorneys have also handled eminent domain matters.

BURNADETTE NORRIS –WEEKS, ESQ.

EDUCATION

Legal

Florida State University College of Law, Tallahassee, Florida
Juris Doctorate, Spring 1991

Undergraduate

University of South Florida, Tampa, Florida
Bachelor of Arts, Spring 1988
Major: B.A. Criminology/Pre-Law Minor: Economics

EXPERIENCE

Austin Pamies Norris Weeks Powell, PLLC Fort Lauderdale, Florida
Partner/Member

Governmental, Civil Litigation and Commercial Attorneys

Law Office of Burnadette Norris-Weeks, P.A., Ft. Lauderdale (Since 1999)
City Attorney, City of West Park, Florida; City Attorney, City of South Bay, Florida; Interim City Attorney, City of Pahokee, Florida; City Attorney, City of Opa-Locka, Florida; Hearing Officer, Broward County Housing Authority; Special Counsel to South Florida cities on various governmental legal matters; Past General Counsel, Broward County Supervisor of Elections Office From 2001 – 2019, General Counsel, Early Learning Coalition of Broward County, Inc. 1999-2010; Special counsel on law enforcement fleet services contracts, Broward Sheriff's Office; Local counsel to out-of-state cities with litigation matters in South Florida. Prior to 1999: Staff Attorney for the Florida Legislature; Former Assistant Attorney General, Civil Litigation; Former Senior Litigation Counsel, Knowles & Randolph, P.A., Tallahassee, FL

PROFESSIONAL

- Program Chair, 17th Judicial Circuit, Florida Bar Leadership Academy 2013 - 2018
- Florida Bar, Client Security Trust Fund Committee 8/09 – 8/13
- Broward County Bar Association, Present
- National Bar Association, 1991-Present
- Miami-Dade County Bar Association, 1997 – 2010
- American Bar Association, Section of Litigation, MTL Chair 8/03 – 8/05
- Florida Bar Grievance Committee 17 "G", Review Member, 8/99-2002
- American Bar Association, YLD National Public Service Director, 8/01 - 8/02
- T.J. Reddick Bar Association, 1997-Present, Past Board Member
- Past-President, Tallahassee Barristers Association, 1994-1996
- Member in Good Standing with of the Florida Bar, 11th Circuit Court of Appeals, and member of all Federal District Court Bars within Florida

VOLUNTEER/

CIVIC

ACTIVITIES

- Delta Sigma Theta Sorority, Broward County Alumnae Chapter, Legal Advisor
- Board of Directors, Habitat for Humanity, Broward County Chapter, Present
- Greater Fort Lauderdale Chamber of Commerce, Board of Directors, Present
- North Broward County Chapter Links, Inc.
- Broward County Charter Review Commission, 2006 – 2008; 2015 – 2018
- Broward County Management and Efficiency Commission 2004-2006; 2009-11

MICHELLE AUSTIN PAMIES, ESQ.

WORK EXPERIENCE

Austin Pamies Norris Weeks Powell, PLLC

Partner

Practice Areas: Municipal Law, Commercial Law, Real Estate Law; Litigation. Represent business clients in formation of entities, joint ventures and purchases of goods and services; Serve as Assistant City Attorney, Special Magistrate and Special Counsel to numerous South Florida Cities; litigate matters for corporate and municipal clients.

Union Pacific Railroad Company

Senior Counsel – Commercial Law - 2006 – 2013

Lead attorney for the procurement of goods and services (approx. \$6 billion spend), new business venture development and intellectual property. Design and negotiate contracts to enhance business opportunities and reduce operational risk. Design and implement contract administration and compliance improvements. Interpret contracts and resolve disputes arising from commercial transactions. Provide corporate law, corporate governance and corporate secretary services for subsidiaries. Assist in implementing corporate acquisitions and sales by Union Pacific and its affiliates. Provide legal advice and interpretation of contracts, statutes, regulations and codes. Manage outside counsel and related budget. Educate clients and provide tools to improve corporate competitiveness, client satisfaction, cycle time and administrative efficiency; manage 2 junior lawyers and 2 paralegals.

Planet Automotive Group, Inc.

General Counsel – 2002 - 2006

Provide legal advice to automobile dealership subsidiaries with respect to operations, labor and employment and general commercial matters; manage dealership legal compliance program; supervise outside counsel with respect to litigation and corporate transactions; plan and organize training on hiring, disciplining, sexual harassment, discrimination and other dealership compliance areas; organize and monitor the roll-out of HR policies; coordinate responses to administrative complaints; draft, review and negotiate contracts (including franchise agreements, stock and asset purchase agreements, license agreements, employment agreements, consulting agreements, joint venture agreements and non-disclosure agreements); responsible for maintenance of corporate database and over 100 corporate books.

Agency for Workforce Innovation

General Counsel – 2001 - 2002

Administered the Office of Legal Affairs, including preparation and administration of the annual budget; personally and through legal staff, rendered legal opinions and represented the Agency in all civil litigation and administrative proceedings; served as liaison with the Governor's General Counsel, prepared and supervised the negotiation, preparation and review of contracts, leases, requests for proposals and invitations to bid; assisted the Director, Deputy Directors, and the Legislative Affairs Office in preparing final orders of final agency action, and in preparing and analyzing legislation and responding to questions from legislative committees and staff.

AutoNation, Inc.,

Corporate Counsel -- 1998 – 2001

Provided legal advice to automobile dealerships, financial services subsidiary, e-commerce subsidiary and various corporate departments; drafted, reviewed and negotiated contracts (including franchise agreements, stock and asset purchase agreements, license agreements, employment agreements, consulting agreements, and non-disclosure agreements); conducted compliance audits of dealerships; reviewed operational forms; handled pre-litigation customer and vendor disputes; supervised corporate paralegal in formation of entities, preparation of various corporate documents and maintenance of corporate records; supervised outside counsel.

Holland & Knight, LLP

Associate -- Corporate Department – 1996 - 1998

Researched issues and provided legal opinions, conducted due diligence review of M&A transactions, worked on securities filings, formed entities and maintained corporate records, drafted stock and asset purchase agreements, employment agreements; distributorship agreements, license agreements, franchise agreements and a variety of other transactional documents for companies involved in a variety of industries including health care, hospitality and banking; worked on municipal law issues for the City of Coral Gables.

University of Miami School of Law

Research Assistant to Dean Samuel Thompson - -- 1994 -- 1996

Edited various articles and books for publication; helped write the instructor's manual to Dean Thompson's book entitled Corporate Aspects of Mergers and Acquisitions, published by West Publishing Company.

COMMUNITY INVOLVEMENT

Board Member and Founder, Women of Color Empowerment Institute, Inc.
Board Member, University of Miami Law Alumni Association
Board Member, Haitian-American Chamber of Commerce of Florida
Former Trustee, Public Health Trust Miami-Dade County
Former Director, University of Miami Alumni Association
Former member of Miami-Dade County Ad Hoc Committee to propose the
establishment of a Miami-Dade Airport Authority
Former Vice President and Founding member Haitian Lawyers Association
Former Board Member, Santla, Haitian Neighborhood Center, Inc.

EDUCATION

UNIVERSITY OF MIAMI SCHOOL OF LAW

Juris Doctor, Magna Cum Laude, May 1996

Member, University of Miami Law Review, Order of the Coif

Phi Delta Phi, Omicron Delta Kappa

FLORIDA INTERNATIONAL UNIVERSITY

Bachelor of Arts, Cum Laude, French, December 1992

Phi Delta Pi

FOREIGN LANGUAGES

French, Creole and Spanish.

NORMAN C. POWELL

EDUCATION:

University of Florida College of Law, J.D.
(awarded the Justice Campbell Thornal Moot Court Award
For Outstanding Participation in Moot Court Competition
and the Presidential Recognition For Outstanding Contribution
To the University of Florida), 1990
Florida International University, B.S., Criminal Justice, 1987

LEGAL EXPERIENCE:

Austin Pamies Norris Weeks Powell, PLLC
Miami, Florida, 2003 to present
Certified Circuit Mediator, January, 2011 to present
Miami-Dade County Traffic Court Magistrate, 2010 to present

Areas of Practice: Local Government, Land Use, Environmental Law, Personal Injury, Voting Rights, Real Estate Transactions.

Of Counsel, Bilzin Sumberg Baena Price & Axelrod LLP
Miami, Florida
2000 to 2003

Areas of Practice: Real Estate, Land Use, Local Government, Environmental Law, Personal Injury, and Voting Rights

Partner, Korge & Powell, P.A., Miami, Florida, 1998-2000

Areas of Practice: Real Estate, Land Use, Local Government, Environmental Law, Personal Injury, and Voting Rights, Law Office Management.

Partner, Hanzman, Criden, Korge & Chaykin, P.A.,
Miami, Florida
1997-1998, Of Counsel, 1995-1997

Associate, Zack, Hanzman, Ponce, Tucker, Korge & Gillespie, P.A.,
Miami, Florida, 1991-1995

Associate, Floyd, Pearson, Richman, Greer, Weil, Zack & Brumbaugh, P.A.,
Miami, Florida, 1990-1991, Law Clerk, Summer 1989

Law Clerk, Rakusin & Ivey, P.A., Gainesville, Florida, Summer 1988

EXPERIENCE WORKING WITH PARALEGALS

1990 - Present

Assisted in law office operation and management, including hiring, training and developing over 25 legal assistants and paralegals in the practice areas of real estate transactions and litigation, civil litigation, including personal injury, commercial and Voting Rights litigation, and governmental relations, including zoning, land use, bid procurement preparation, bid disputes and litigation, and business licensing.

ADMITTED TO PRACTICE BEFORE:

United States District Court, Southern District of Florida
Eleventh Circuit Court of Appeal, State of Florida
Supreme Court of the United States

SELECTED REPORTED DECISIONS:

In Re: Constitutionality of House Joint Resolution 25e, 2003 Fla. Lexis 2085 (Fla., Dec 4, 2003).

R.N. Expertise, Inc. v. Miami-Dade County School Board, D.O.A.H., Case No. 01-2663 Bid, March 13, 2002.

Raul L. Martinez v. John Ellis "Jeb" Bush, 234 F. Supp. 2d 1275 (U.S. Dist. 2002).

In Re: Constitutionality of House Joint Resolution 1987, 817 So. 2d 819 (Fla. 2002).

Negron v. City of Miami Beach, 13 F. 3d 1563 (11th Cir. 1997).

In re Constitutionality of Senate Joint Resolution 2-G Special Apportionment Session 1992, 601 So. 2d 543 (Fla. 1992).

De Grandy v. Wetherell, 794 F. Supp. 1076 (N.D. Fla. 1992).

Johnson v. De Grandy, 114 S.Ct 2647 (1994).

PROFESSIONAL ORGANIZATIONS:

The Florida Bar, 1990 to present

Florida Trial Lawyers Association, 1990 to present

Dade County Bar Association, 1990 to present

Dade County Black Lawyers Association, 1990 to present

Miami-Dade County Traffic Court Magistrate 2010 to present

Supreme Court of Florida Certified Circuit Civil Mediator January, 2011 to present

BOARD MEMBERSHIPS AND COMMUNITY ACTIVITIES:

Board Member, Bayview Center for Mental Health, Inc. 2008- 2014
Committee Member, Children's Bill of Rights, 2004 Conference
Board Member, City of Miami Model City Trust, 2003-2005
Trustee, Miami Art Museum, 1996 to 2005
Board Member, Miami-Dade Boundaries Commission, 2003- 2005
Board of Member, Voices for Children Foundation, Inc., 2000 to 2007
Board of Directors, Big Brothers/Big Sisters of Greater Miami, Inc., 1994 to 1999
Miami Shores Planning & Zoning Board, 1998 to 2000 and 2007 to 2009.
Board Member, City of Miami Nuisance and Abatement Board, 1994 to 1996
Board of Directors, One Hundred Black Men, Inc., 1993 to 1998
Board Member, Miami-Dade Parks Foundation 2016-present

DOTIE JOSEPH

EDUCATION

Georgetown University Law Center, J.D., May 2005, Washington, DC

Yale University, B.A., Political Science, *With Distinction*, June 2001, New Haven, CT

EXPERIENCE

Austin Pamies Norris Weeks, LLC Fort Lauderdale, FL

Attorney at Law, December 2017 – Present

Advise and represent commercial, municipal and other governmental clients regarding legal issues, in meetings, and in state and federal litigation (e.g. labor and employment, personal injury, civil rights) and before administrative agencies.

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A., Fort Lauderdale, FL

Partner, December 2016 – December 2017

Defend private and municipal clients in complex commercial, appellate, general liability and civil rights litigation (e.g. labor and employment, personal injury, civil rights) in federal and state courts, before administrative agencies.

City of North Miami Beach, North Miami Beach, FL

Deputy City Attorney, June 2014 – December 2016

Provided legal advice to the Mayor and Council, the City Manager, the City Clerk, and the Department Heads on behalf of the City Attorney. Served as legal advisor to the City on all labor and employment matters, including litigating all employment discrimination claims; and advised the Human Resources Department and the Civil Service Board. Represented the City in civil rights, personal injury, appellate and class action lawsuits in federal and state court. Drafted and reviewed ordinances, resolutions, policies, contracts and other legal agreements. Managed Legal Department work-flow, training and discipline, assign tasks to and supervise two Assistant City Attorneys and two legal assistants to ensure that we accomplish the Departmental goals set by the City Attorney and the larger goals set by the City Manager and City Council. Managed outside counsel by setting case strategy, co-drafting pleadings and motions, developing billing guidelines, and reviewing bills.

Interim City Attorney, February 2014 – May 2014

Served as legal advisor to the Mayor and Council, the City Manager, the City Clerk, the Department Heads, the Planning and Zoning Board, the Public Utilities Commission, the Redevelopment Advisory Board, and Civil Service Board. Represent the City's interests before the Management Pension Retirement Boards, and the Community Redevelopment Agency. Retained and supervised outside counsel in their representation of the City. Drafted and reviewed ordinances, resolutions, policies, contracts and other legal agreements. Manage the legal department and supervise a staff of three. Evaluated, negotiated and settled claims and lawsuits on behalf of the City.

Assistant City Attorney, November 2012 – February 2014

Represented the City against personal injury, employment, consumer, and civil rights actions in state and federal court. Served as legal advisor to the Civil Service Board, the Redevelopment Advisory Board, the Technical Review Advisory Board, the Code Enforcement Board and Special Magistrate. Prepared and reviewed contracts and other legal agreements within the City and between the City and external entities. Negotiated and settled claims and lawsuits on behalf of the City.

Clyne & Associates, Coral Gables, FL

Associate, March 2012 – November 2012

Litigated complex commercial, employment discrimination personal injury, appellate, foreclosure, and ethics claims for Plaintiff and Defense clients. Drafted pleadings, motions, memoranda, and appellate briefs. Prepared status updates, drafted liability analysis, and calculated litigation budgets for municipal, insurance defense, and banking clients. Conducted client intake interviews, evaluated claims and made recommendations for accepting or declining representation. Conducted training for Board of Directors of non-profit medical client regarding fiduciary duties. Defended small business owners in federal court.

Lydecker Diaz, Miami, FL

Associate, February 2011 – February 2012

Defended private and municipal clients in complex commercial, appellate and labor and employment cases in federal and state courts, before administrative agencies, and in Mediation and Arbitration. Developed and drafted personnel policies and procedures; and advised Management and Human Resources departments on compliance with federal and state laws in conjunction with audits, investigations, and training. Prepare position statements and responses to administrative requests for information in state and federal fora. Prepared litigation plans by drafting liability analysis, developing case strategy, identify staffing needs (including experts), and proposed budget. Negotiated favorable settlements.

Law Office of Dotie Joseph, Washington, DC

Owner, June 2008 - February 2011

Served as Civil Rights litigation consultant for non-profit to research and recommend causes of action to protect immigrant families from national origin discrimination under Section 1983 of the Civil Rights Act of 1871, Title VI of the Civil Rights Act of 1964, and the Fourteenth Amendment of the U.S. Constitution. Counseled clients regarding employment discrimination and drafted internal complaints. Negotiated with D.C. agencies to forgive 100% of clients' debt. Served as co-counsel in multi-district litigation for Tampa, FL client by assisting with discovery, preparing the client and witnesses to testify, and by serving as second chair. Assist clients with immigration forms. Counsel non-profit client in Miami, FL regarding real estate litigation, and assist with retaining and managing local counsel. Provide guidance to employers regarding human resources, and other proactive litigation avoidance measures.

Rose & Rose, P.C. (firm dissolved), Washington, DC

Associate, April 2007 - May 2008

Litigated individual and pattern or practice employment discrimination cases for Equal Employment (EEO) violations based on race (under Title VII of the Civil Rights Act of 1964 as amended), and age (under the Age Discrimination in Employment Act of 1967). Drafted pleadings, motions, declarations, and briefs—including an appellate brief that received a favorable opinion from the D.C. Court of Appeals, and several successful motions against municipalities (police and fire), federal agencies, pharmaceutical companies, and Fortune 100 accounting firms. Conducted discovery, took and defended depositions of fact and expert witnesses in several states, including the *Holowecki v. Fedex* Supreme Court case. Developed firm's document management and production system.

The Session Law Firm, Washington, DC

Litigation Associate, 2006-2007 (part-time)

Assisted with the business litigation practice of transactional firm by drafting interrogatories, attending hearings, conducting legal research and on-site discovery. Drafted condominium association documents. Reviewed documents for privilege and relevance in preparation for production.

Superior Court of the District of Columbia, Washington, DC

Judicial Law Clerk to the Honorable Eugene Hamilton, 2005-2006

Managed both criminal (misdemeanor and felony) and civil (tax, probate, and matters in equity) calendars. Reviewed pleadings, analyze legal arguments, make oral and written recommendations. Drafted briefs, memorandums, and orders.

GOVERNMENT INTERNSHIPS

U.S. Department of Justice, Civil Rights Division, Washington, DC

Legal Extern, Spring 2004

Analyzed the applicability of civil rights legislation to a specific independent agency, and composed a legal memorandum regarding same. Researched and prepared presentation on the jurisprudential basis for a state, versus federal, right to an interpreter for Limited English Proficiency (LEP) individuals.

U.S. Congress, Representative Peter Deutsch (FL), Washington, DC

Legislative Correspondent, Summer 1998

Drafted replies to constituent correspondence. Collaborated with Legislative Assistants to research legislation and various federal initiatives. Prepared briefs on congressional committee hearings. Supervised and trained interns.

LANGUAGES

Fluent: Haitian Creole, English, French

Proficient: Spanish (reading; orally conversational)

BAR MEMBERSHIPS

The Florida Bar, 2005

The District of Columbia Bar, 2007

U.S. Supreme Court, 2015

U.S. District Court for the Southern District of Florida, 2011

U.S. Court of Appeals for the District of Columbia, 2008

PROFESSIONAL ASSOCIATIONS & COMMUNITY BOARDS

Miami-Dade Democratic Executive Committee, Vice Chair

Haitian Lawyers Association, Past President

Florida Bar: Federal Practice Committee, Appointee

Sant La Haitian Center Fellows, Advisory Board

Caribbean Bar Association, Member

Miami-Dade Black Affairs Advisory Board, Board Member

The New Leaders Council, Miami Advisory Board

North Miami Board of Adjustment, Past Board Member

Gwen Cherry Black Women Lawyers Association, Member

Wilkie D. Ferguson Bar Association, Member

MICHAEL GARCIA

Michael Garcia is an experienced litigator that represents a diverse list of businesses and individual clients in various industries such as Construction, Health Care, Textile, Real Estate, and Government Affairs. Mr. Garcia has more than 21 years of combined experience as an Attorney and Paralegal.

As a litigator, Mr. Garcia has represented his clients in civil, construction, municipal, and commercial litigation lawsuits, as well as government procurement matters, and administrative hearings. Mr. Garcia has significant Florida Municipal Law experience due to his prior employment as an Assistant City Attorney, and his current practice.

While employed at Arnstein & Lehr LLP, now known as Saul Ewing Arnstein & Lehr LLP, Mr. Garcia was the Assistant City Attorney for the City of Lauderdale Lakes and the Town of Southwest Ranches. As the Assistant City Attorney, Mr. Garcia advised the Town of Southwest Ranches on bid solicitations, procurement matters and other municipal issues. Mr. Garcia also prosecuted code enforcement liens, code violations and was involved in various Town of Southwest Ranches and City of Lauderdale Lakes' lawsuits.

During his tenure at Arnstein & Lehr LLP, Mr. Garcia also represented various corporations, developers and contractors that conducted business with municipalities throughout the State of Florida. As such, Mr. Garcia was involved in numerous successful bid protests on behalf of the firm's clients. Most of the successful bid protests were challenges to awards, however, some also involved defending the issuance of an award by a municipality to a client. Mr. Garcia also represented developers and corporations securing land use, zoning changes and variances. Mr. Garcia has prepared and argued numerous property tax appeals with the County Appraiser's office.

Currently in his practice, Mr. Garcia has successfully represented numerous clients in matters regarding Florida Municipal Law, including code enforcement hearing, appeals, and reduction hearings; represented numerous clients in the construction field, including reviewing, preparing and negotiating contracts, as well as litigating construction matters; been involved in real estate matters such as reviewing title, transferring of real estate, reviewing contracts and litigating real estate disputes; and represented several corporations handling all of their legal matters.

The complexities of the various cases have allowed Mr. Garcia to develop his litigation skills to specifically tailor the litigation strategy to meet the nuances of each case. In addition, Mr. Garcia has also drafted various commercial, construction and municipal agreements. The detailed attention and analysis performed in drafting such agreements has enabled Mr. Garcia to effectively advise his clients regarding the terms of the agreements.

BAR MEMBERSHIP:

Florida Bar, 2011

United States District Court, Southern District of Florida, 2012

EDUCATION:

NOVA SOUTHEASTERN UNIVERSITY

SHEPARD BROAD LAW CENTER, Ft. Lauderdale, FL

Juris Doctor, December 2010

ST. JOHN'S UNIVERSITY, Jamaica, New York

Bachelor of Science, Paralegal Studies, May 1997

PRACTICE AREAS:

Commercial litigation; Construction; Government Affairs and Procurement

PROFESSIONAL AND CIVIC ACTIVITIES:

THE HISPANIC VOTE PAC, Fort Lauderdale, Fl

Current Chairperson

HISPANIC HERITAGE CHAMBER OF COMMERCE, INC., Pompano Beach, Fl

Board Member

BROWARD COLLEGE, Fort Lauderdale, Fl

Professor of Construction Law

AMERICAN LUNG ASSOC.-TURQUOISE TAKEOVER TASK FORCE, Fort Lauderdale, Fl

Committee Member-Ambassador

LEADERSHIP BROWARD, Fort Lauderdale, Fl

Graduate-Class #35

CITY OF PLANTATION, Plantation, Fl

Education Advisory Board

BROWARD COUNTY SCH. BD. SUPPLIER DIVERSITY OUTREACH, Fort Lauderdale, Fl

Advisory Committee

COOPER CITY OPTIMIST, Cooper City, Fl

Volunteer Coach

LANGUAGE:

Fluent in Spanish.

Neil D. Kodsí

Mr. Kodsí is a seasoned trial lawyer with over twenty-five (25) years of jury trial experience. Mr. Kodsí has tried numerous cases to verdict in both federal and state court. Additionally, he has successfully tried cases involving many different theories of liability, including patent infringement, employment discrimination, product liability, toxic tort, wrongful death, personal injury, breach of contract, bad faith, and first-party insurance claims.

Prior to forming his own firm, The Law Offices of Neil D. Kodsí, Mr. Kodsí worked for large national and/or regional law firms, where he was one of the "go-to" trial lawyers for those firms for complex cases involving highly complicated expert testimony. Simply put, Mr. Kodsí is -- first and foremost -- a trial lawyer.

Representative Matters

Mr. Kodsí's skills as a trial lawyer have been recognized nationally and locally. He has received public recognition for his skills as a trial advocate in a wide array of cases, ranging from representation of Fortune 100 corporations in high-profile complex wrongful death cases to serving as pro-bono trial counsel representing thousands of Florida Citizens seeking Medicare coverage.

- In 2002, Mr. Kodsí was the lead trial lawyer for R.J. Reynolds Tobacco Company in Janoff v. Philip Morris, et. al. in which his successful defense of R.J. Reynolds in a secondhand tobacco smoke lawsuit was recognized by the *National Law Journal* as one of the top ten defense verdicts of 2002.
- In 2006, Mr. Kodsí served as pro-bono litigation counsel for a class of over 6,000 Florida Medicaid recipients and was able to successfully defeat a Florida State policy denying prescription medication coverage for particular medications for this class. This victory was acknowledged by the *Miami Daily Business Review* in 2007, awarding Mr. Kodsí and his co-counsel with the Most Effective Lawyer Award in their class action category for that year.
- In March 2012, Neil served as pro bono litigation counsel for a group of autistic children seeking to defeat another Florida State Policy -- one that was denying coverage for behavioral therapy for the more than 8,500 autistic children in Florida covered by Medicaid. After a four-day trial in front of U.S. District Court Judge Joan Lenard, Mr. Kodsí and his co-counsel obtained an Order requiring the State of Florida to provide this treatment for all autistic children in Florida covered by Medicaid. In her Order, Judge Lenard referred to this case as one of the most important cases she has heard in her sixteen years on the bench. This case also has received substantial national media attention.

In addition to those cases referenced above, a sample of the types of cases that Mr. Kodsí has tried involving other theories of liability include the following:

- Circuitronix, LLC v. Kapoor, Federal District Court, Miami, May 2017 (Successfully defended former Chief Executive Officer of Multi-million dollar corporation in lawsuit alleging breach of non-solicitation and non-compete agreements)
- L.M.P. v. The School Board of Broward County, Federal District Court, West Palm Beach, January 2016 (Lawsuit brought on behalf of autistic children in Broward County Schools to secure appropriate educational programs pursuant to the Federal Individuals with Disabilities in Education Act)
- Hurricane Shooters, LLC v. EMI Yoshi, Inc., Federal District Court, Tampa, November 2011 (Patent Infringement lawsuit seeking over \$1.2 million in damages)
- Bray and Gillespie v. Lexington Insurance Company, Federal District Court, Ft. Meyers, March 2010 (First party insurance claim brought by Daytona Beach developers seeking over \$200 million for damages to seven hotels allegedly caused by Hurricane Jeanne.)
- Menchini v. R.J. Reynolds, Circuit Court, Miami, November 2007 (Wrongful Death case brought by mother of a 50-year old flight attendant seeking damages from the tobacco industry for her daughter allegedly developing lung cancer as a result of her exposure to secondhand tobacco smoke in the airline cabin.)
- Anderson v. Attwood Marine, Circuit Court, West Palm Beach October 2007 (Complex product liability case involving claims in excess of \$2.5 million based on a recreational boating accident.)

Representative Clients

Mr. Kodsí has represented Fortune 100 Companies, Small Business and Individuals. The following is just a small sample of some the clients that Neil has represented over the last twenty five (25) years:

- | | |
|---------------------------------|----------------------------------|
| ▪ CNOW Telehealth Solutions | ▪ ACR Electronics |
| ▪ Vital Pharmaceuticals, Inc. | ▪ Philip Morris |
| ▪ Blackstone Labs, LLC | ▪ Barton G. Design Limited, Inc. |
| ▪ R.J. Reynolds Tobacco Company | ▪ Ford Motor Company |
| ▪ Steelcase | ▪ Sara Lee Corporation |
| ▪ Attwood Marine | ▪ Hanes |

- Lexington Insurance Company
- AIG
- State Farm Insurance Company
- EMI Yoshi, Inc.
- Live Nation Entertainment
- Fassmer Service America, LLC
- Sensormatic Electronics, LLC
- ADT
- Snowmasters Special Effects
- Global Special Effects
- WCI Communities, Inc.
- Labor Finders

Professional Recognition

- AV Rated by Martindale-Hubbell
- Rated "Superb" by Avvo.com
- Recipient of The Florida Bar Foundation's *Paul Doyle Children Advocacy Award*, 2013
- Recipient of The Most Effective Lawyer Award in the Class Action category by the *Daily Business Review* 2007
- Recipient of the 2006 William Reece Smith, Jr. Pro Bono Award
- Certified by the Florida Supreme Court as a Circuit Court Mediator in 2011
- "Top Ten Defense Verdict of 2002," National Law Journal

Speaking Engagements

- "Legal Issues for Families Dealing with Autism." University of Miami Center for Autism Related Disabilities / Autism-U (March 21, 2013)
- "Winning the Battle of Experts: How the use of expert testimony saved the day for autistic children." Broward County Hispanic Bar Association (December 13, 2012)
- KEYNOTE SPEAKER at the Annual Conference of the Florida Association for Behavior Analysis, "How Science and Medicine in the Courtroom Defeated AHCA's Policy Denying Coverage For ABA." (September 26, 2012)
- "Nanotechnology: Is it the Next Chinese Drywall or the Next Y2K?" at The Florida Defense Lawyer's Association, Florida Liability Claims Conference (June 10, 2010)
- "How Lawyers Prepare Experts and Experts Prepare Lawyers," The Dade County Defense Bar Association (April 18, 2007)

Mr. Kodsi has frequently served as a faculty member for litigation skills programs sponsored by the American Bar Association and the National Institute for Trial Advocacy, including, most recently, the following:

- Faculty member for the Florida Regional Trial Program sponsored by the National Institute for Trial Advocacy (NITA) at Nova Southeastern University's Shepard Broad School of Law (March 8-11, 2017)

- Faculty member for the Florida Regional Trial Program sponsored by the National Institute for Trial Advocacy (NITA) at Nova Southeastern University's Shepard Broad School of Law (March 12-13, 2016)
- Faculty member for the Florida Regional Trial Program sponsored by the National Institute for Trial Advocacy (NITA) at Nova Southeastern University's Shepard Broad School of Law (March 4-7, 2013)
- Faculty member for the Florida Regional Trial Program sponsored by the National Institute for Trial Advocacy (NITA) at Nova Southeastern University's Shepard Broad School of Law (March 3-6, 2012)
- Faculty member for the Florida Regional Trial Program sponsored by the National Institute for Trial Advocacy (NITA) at Nova Southeastern University's Shepard Broad School of Law (March 9-12, 2011)
- Faculty member for the NITA three-day Trial Practice Seminar at Nova Southeastern University's Shepard Broad School of Law (March 2-3, 2009)
- Faculty member for the NITA three-day seminar entitled "Deposition Skills: Florida" at Nova Southeastern University's Shepard Broad School of Law (October 16-18, 2008)
- Faculty member for the American Bar Association's Trial Advocacy Program for Legal Services Attorneys at the University of Miami School of Law (May 27th – June 2nd, 2008)
- Faculty member for the NITA Trial Practice Seminar at Stetson University School of Law (January 30, 2006)

Publications

- "Confronting Experts Whose Opinions Are Neither Supported nor Directly Contradicted by Scientific Literature," Trial Lawyers Forum, *The Florida Bar Journal* (June 2006)

Bar Admissions

- Florida
- Georgia
- North Carolina

Court Admissions

- Florida State Courts
- Georgia State Courts
- North Carolina State Courts
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Middle District of North Carolina

Professional and Civic Activities

- Florida Bar
- State Bar of Georgia
- North Carolina State Bar
- American Bar Association
- National Institute for Trial Advocacy
- Rotary Club of Miami Shores (President, 2013- 2014)
- Rotary District 6990 (Assistant Governor, 2015 – 2016)
- Miami Shores Fine Arts Commission (2015 -)
- Miami Shores Mayor's Task Force Member (2011 - 2012)
- Adjunct Professor, Wake Forest University School of Law, Fall 2004
- Guest Lecturer on Trial Skills, Wake Forest University School of Law (2001-2004)
- Trial Team Coach, R.J. Reynolds High School Mock Trial Team (2001-2003)
- Softball Coach, Doctors Charter School of Miami Shores (2016 -)

Prior Law Firms

- Carlton Fields (Shareholder, 2005 -2010)
- Womble Carlyle Sandridge & Rice, PLLC (Shareholder, 2000-2004 - Associate 1996 - 2000)
- Constangy, Brooks & Smith (Associate, 1991-1995)

Education

- Wake Forest University School of Law (J.D., 1991)
 - Order of the Barristers
 - National Trial Team
- University of North Carolina at Chapel Hill (B.A., 1988)

LOREAL A. ARSCOTT, ESQ.

EDUCATION, CERTIFICATES, AND BAR ADMISSIONS

Florida Supreme Court Certified Family Mediator, 2013

Admitted to the Bar of the United States District Court for the Southern District of Florida, 2012

Admitted to the Florida Bar, 2007

University of Florida Levin College of Law, Gainesville, FL

Juris Doctorate, 2006

Certificate in Family Law Scholar

Certificate of Completion for County Court Mediation Training Course

Activities: UF Trial Team

The National Association of Criminal Defense Lawyers Mock Trial Competition, Runner Up–November 2005

Chester Bedell Florida Bar Mock Trial Competition, Runner-Up–January 2005

UF Final Four Competitor–October 2004

Research Assistant, Prof. Monique Haughton-Worrell, Esq., Child Welfare Clinic–Summer 2004

Presented “The Advantages of Multi-Disciplinary Collaboration” at the Florida Bar Annual Meeting

Research Assistant, Desta Meghoo-Peddie, Esq., Director of the Office for Community Development and Diversity–Spring 2004

Prefaced and edited commentary published in Fla. Commission on Human Relations Journal

Caribbean Law Students Association–President 2005-2006, and Secretary 2004-2005

Family Law Society– Publicity Co-Chair, 2004-2005

James C. Adkins, Jr. Chapter of the American Inns of Court–Pupil

The Florida State University, Tallahassee, FL

Bachelor of Science in Political Science and English, minor in Child Psychology 2003

Study Abroad Program in London, England: Fall 2001

PROFESSIONAL EXPERIENCE

Austin Pamies Norris Weeks Powell, PLLC - Fort Lauderdale, FL

2019 - Present

Assistant City Attorney

Serves as the Assistant City Attorney for the firm's municipal clients. Responsibilities include attending staff meetings and Administrative Hearings, such as Red Light Camera Hearings, Code Enforcement Hearings, and Unsafe Structure Hearings. Foreclosure Defense, drafting of Ordinances and Resolutions and various other litigation matters.

City of Miami Gardens–Miami Gardens, FL

2016- 2019

Director of the Office of Civic Engagement

Served as the Director of the newly created Office of Civic Engagement for the City of Miami Gardens. Created the Strategic Plan for the Office; outlined various initiatives, and formulated the mission statement, and objectives for the Office. Organized a Voters Registration Drive and Family Fun Day, in celebration of the enactment of Amendment Four. Organized a Voters Registration Drive for the Trayvon Martin Peace Walk and Rally.

Assistant City Attorney

Served as in-house counsel for the City. Drafted Resolutions and Ordinances. Represented the City at Administrative Hearings, such as Red Light Camera Hearings, Code Enforcement Hearings, and Unsafe Structure

Hearings. Represented the City in zoning, land use and development matters; Foreclosure Defense; Eminent Domain; appellate matters; and various other litigation matters. Drafted various pleadings; negotiated and drafted settlement documents. Drafted and reviewed contracts. Conducted various legal research and drafted corresponding memorandums of law. Managed outsourced litigation.

Ayenn C. Stark & Associates, employees of State Farm Insurance Companies—Miami, FL
Associate, 2014- 2016

Trial attorney; handled all aspects of insurance defense cases, from inception to resolution. Litigated Personal Injury, Property Damage, Homeowner's Insurance Defense, and Premises Liability claims. Frequently attended Mediations, conducted Depositions, and argued Motions. Sat second chair for three jury trials.

The State of Florida's Department of Children and Families' Children's Legal Services (CLS)—Miami, FL
Division Chief, 2009-2014

Represented the State of Florida in the prosecution of Dependency Law cases. Litigated all aspects of Dependency cases, including Termination of Parental Rights Trials, from inception to resolution. Frequently engaged in pre-trial litigation; such as, participating in mediations, conducting Depositions, and exhausting Discovery. Drafted Petitions, Motions, Orders, Discovery requests, Final Judgments, and other pleadings. Handled Dependency cases in Unified Family Court (UFC). Supervised five (5) line attorneys and three (3) support staff. Trained new hires on Chapter 39 proceedings, and litigation skills. Assisted in formulating the protocol for addressing Child Support in Dependency cases for the Eleventh Judicial Circuit. Created and presented "Child Support in a Nutshell: Basic Child Support in Dependency Proceedings," CLE course to various Dependency practitioners. Created and presented "Trial Preparation 101: Basic Trial Skills" training for new hires of CLS. Recipient of the 2010 "Outstanding Performance Award".

Advocacy Law Group, P.A., formerly known as Arscott & De La Rosa-Monroe P.A.—Miami, FL
Founding Partner, 2008-2014

Founding partner of law firm. Handled various types of Family Law, Title IV-D Support matters, Probate, Estate Planning, Landlord Tenant, and Juvenile Delinquency cases. Litigated cases from inception to resolution. Engaged in pre-suit negotiations and post-suit mediations. Drafted Petitions, Motions, Discovery requests, Settlement Agreements, Orders, and other pleadings and correspondences. Met with clients regularly. Managed the day to day operations of the firm.

Guardian Ad Litem Program of the Eleventh Judicial Circuit—Miami, FL
Litigation Attorney, 2007-2009

Represented the best interest of abused, abandoned, and neglected children in Dependency cases. Advocated in Dependency and Termination of Parental Rights Trials. Drafted Motions, Orders, and correspondences. Participated in Depositions and meditations. Coordinated investigations through the Guardian Ad Litem Supervisors.

PROFESSIONAL MEMBERSHIPS

Wilkie D. Ferguson, Jr. Bar Association: *President-Elect 2018-2019; Group II Director, 2017-2018*

Gwen S. Cherry Black Women Lawyers Association: *Historian 2018-2019; President, 2015-2017; President-Elect 2014-2015; Treasurer, 2013-2014; recipient of the 2015 National Summit of Black Women Lawyer's Raising Star Award; authored State of the Bench Editorial in September 2015.*

Virgil Hawking Florida Chapter of the National Bar Association: *Student Liaison 2018-2019*

Judicial Diversity Initiative: *Founding Member 2015*

Family Law Section of the Florida Bar: *Guest Editor for the 2015 Winter Commentator; Secretary of the Publications Committee 2013-2014; Member of the Legislation Committee 2013-2014; 2012-2013 Co-Chair of Adoption, Paternity, and Children's Issues Committee; Chair of Support Issues in Dependency Proceedings Joint Subcommittee; recipient of the "Raising Star" and "Outstanding Service" Awards for the 2012-2013 Bar Year.*

Created and presented "Child Support in Dependency Proceedings" CLE to the Family Law Advisory Group (F.L.A.G.) in February 2013.

The Florida Bar: Eleventh Judicial Circuit Grievance Committee Member 2017-2020; Judicial Nominating Procedures Committee Member 2017-2020; and Legal Needs of Children Committee Member, 2010-2015

KidSide, Inc.: Board Member 2012-Present; Committee Chair for the Annual Cook-Off, from 2013 to 2017

Dade County Bar Association: Diversity and Inclusion Committee Co-Chair 2016-Present; Member of the Board of Directors, from 2014 to 2017; Interviewed Michelle Mayes during the 2016 Diversity Summit Luncheon; recipient of the 2018 Rising Star Award during the 2nd Annual Black History Month Celebration.

Eleventh Judicial Circuit Professionalism Panel: 2017-2019

The Spellman-Hoeveler Inns of Court

Miami Dade County Chapter of Florida Association of Women Lawyers

City, County & Local Government Law Section of the Florida Bar

The Real Property, Probate and Trust Law Section of the Florida Bar

AWARDS AND COMMUNITY INVOLVEMENT

2017 Legacy Magazine Forty Under Forty Honoree

Pincus Professional Education: Presented Objections During Deposition CLE, March 2017; and Direct Examination and Expert

Witness Preparation CLE December 2016

Friends of the Miami-Dade County Public Library—Member of the Board of Trustees, from 2014 to Present

Pace School for Girls: Board Member, from 2015 to Present

Pro Bono Attorney Ad Litem and Attorney for the Eleventh Judicial Circuit Dependency Court, from 2014 to Present

Pam E. Booker, Esq.

PROFESSIONAL PROFILE

Experienced local government attorney at one of the fastest growing Cities in the nation with approximately twenty years experience in various areas of local government practice, including circuit court, appellate court and federal court litigation. Effectively works with government officials, the public and staff to advise the City on all legal matters with a focus on avoiding costly litigation.

BAR MEMBERSHIP

Florida Bar, Admitted

October 1994

U.S. Federal Court Southern District of Florida, Admitted

October 1998

LEGAL

City of Westlake

June 2016- Current

City Attorney for a newly incorporated municipality in Palm Beach County. Responsible for creating, drafting and obtaining approval of initial comprehensive plan for the city. Responsible for drafting all ordinances and resolutions for the operations of the city.

CITY OF PORT ST. LUCIE EXPERIENCE

April 2014-February 2016

City Attorney

Responsible for Management of the Legal Department and all of the legal matters for the City of Port St. Lucie, including legal advisor to the City Council, the City Manager and Department Heads on various legal issues. Responsible for management of outside counsel for complex litigation involving the City and for issuing legal opinions on legal matters as they arise.

Senior Assistant City Attorney

March 1997-April 2014

Acting City Attorney in the absence of the City Attorney, responsible for advising the City Council and City Manager on all legal matters that arise. Responsible for property acquisitions, review of purchasing contracts, review of multi-million-dollar water and sewer installation services contracts, review of plats, and general counsel for various departments on multiple City issues.

Planning & Zoning Board Attorney, responsible for representation of the board for all matters appearing before the board. Responsible for representing the City in negotiating complex contracts with multiple developers regarding annexation, transportation and development rights. Several of these transactions involved complex bond funding.

Community Redevelopment Agency Board Attorney, responsible for representation of the Community Redevelopment Agency ("CRA") including review of several bond financings and Council for the establishment of the CRA. Responsible for providing legal opinions and legal advice in writing and orally for various statutes, ordinances, the constitution, and case law for a variety of legal issues which have occurred during my tenure at the City of Port St. Lucie.

**LEGAL
EXPERIENCE**

Circuit Court Practice

Represented the City in a breach of contract case over former Chief of Police termination. Case was dismissed based upon a Motion to Dismiss for failure to state a cause of action. Represented the City in suit for injunctive relief regarding City's bidding procedures under Florida Statutes, Chapter 255. The request for injunctive relief was denied by the Circuit Court. Represented the City in a breach of contract issue on a multi-million-dollar road construction project. The case settled based upon the construction engineer's estimates. Represented the Expressway Authority and Florida Department of Transportation for an environmental challenge and request for injunctive relief objecting to transportation funding for a bridge over the St. Lucie River. The request for injunctive relief was denied. Represented the City in civil forfeiture proceedings.

Appellate Practice

Represented the City in the appeal of the complaint for injunctive relief for alleged violations of Florida Statutes, Chapter 255, for bidding procedures and posting of a bond for a construction project. The lower court's decision was affirmed on appeal, injunctive relief was denied.

Represented the City twice in a case of first impression, in appellate practice before the Fourth District Court of Appeals regarding stormwater litigation and notice requirements under Florida Statutes, Chapter 197. The first case was brought on behalf of a large developer, the second case was brought as a class action suit. The City had to refund stormwater fees due to improper notice under Chapter 197.

Federal Court Practice

Worked with outside counsel representing the City in two federal court cases regarding sober homes and/or community residential facilities locating within the City and possible violations of the American's with Disabilities Act and the Fair Housing Act based upon reasonable accommodations.

Represented the City in Federal Court on a complaint based upon several constitutional claims violations in a zoning matter for alleged discrimination against a church locating in a strip shopping center. The case was settled.

Represented the City in Federal Court on an alleged Federal Telecommunications Act violation case. The case was dismissed in a Motion for Summary Judgment based upon the record below, statutory interpretation and case law analysis.

**LEGAL
EXPERIENCE**

Represented the City in a Federal Court case for Breach of Contract with Clear Channel Communications, regarding construction of billboards on City owned property. That case resulted in a settlement agreement wherein the City pays no attorney's fees.

Assisted in interviewing and witness's preparation of over forty witness, direct and cross examination of several witness in representation of the City during a two week trial in a federal discrimination case under 42 U.S.C. 1981 and 42 U.S.C. 1983.

SIMMONS & SOLOMON

June 1994-March 1997

Solely responsible for family law practice, guardianships, representation for condominium associations, and litigation. A change of custody case was appealed to the Fourth District Court of Appeals, the change of custody for my client was affirmed by the Fourth District Court of Appeals.

Legal research as an intern and trial assistance.

Summer 1993

COONEY, HALICZER, MATTSON & LANCE

Summer 1993

Responsible for legal research and writing for a major insurance defense firm on complex legal liability issues post hurricane Andrew. Writing memorandums of law on various legal matters.

EDUCATION

Juris Doctor, University of Florida, Gainesville, FL

1994

Virgil Hawkins Scholarship Recipient

Public Interest Fellowship Recipient

**Bachelor of Science Business Administration, Finance/
Insurance, University of Florida, Gainesville, FL**

1991

**PROFESSIONAL
ASSOCIATIONS**

Board of Directors Pace Center for Girls

2015-2019

Board of Directors First Tee of the Treasure Coast

2016-2019

Florida Bar Judicial Administration & Evaluation Committee

2014-2019

Vice-President Port St. Lucie Business Women's Association

2010-2011

President, Port St. Lucie Bar Association

2003-2004

Vice-President, Port St. Lucie Bar Association

2002-2003

Treasure Coast Women's Lawyers Association

2001-2004

References Shall be Provided Upon Request

LAW OFFICES OF

STEVE E. BULLOCK

FIRM DESCRIPTION

The Law Offices of Steve E. Bullock was organized in the spring of 1992 by Steve Bullock after more than seven (7) years of experience as a corporate, securities and public finance attorney in one of Florida's major law firms. From its inception, the practice of the firm has been heavily concentrated in the commercial transactions area, generally providing service to clients desiring corporate, real estate, banking or securities law advice. The firm, however, quickly evolved to reflect the unique expertise of its principal attorney. For the vast majority of its years in existence the firm's practice has been comprised of matters relating to securities law and for the past two (2) decades has almost exclusively involved the representation of public entities, underwriters and other firms in connection with the sale of municipal bonds. The firm is currently listed in the national edition of *The Bond Buyer's Municipal Marketplace* (the "Red Book") and has been listed in the Red Book every year following the firm's first two years of existence.

The firm currently provides bond counsel services for the Florida Housing Finance Corporation, Miami-Dade County, Florida, Broward County, Florida, the City of Riviera Beach, Florida, the Riviera Beach Community Redevelopment Agency and the City of Riviera Beach Utility Special District. In addition, the firm currently provides disclosure counsel services for the cities of Miami Beach, Florida, Fort Lauderdale, Florida, Riviera Beach, Florida and West Palm Beach, Florida, for the Community Redevelopment Agencies of the cities of Miami Beach, Florida, Fort Lauderdale, Florida, Riviera Beach, Florida and West Palm Beach, Florida, and for the City of Riviera Beach Utility Special District. The firm has also provided services as bond counsel or as disclosure counsel for numerous other governmental entities throughout the State of Florida. Since its inception, the firm has provided municipal finance legal representation in more than two hundred fifty (250) transactions, involving the issuance of over twenty-five billion dollars (\$25,000,000,000) in taxable and tax-exempt obligations.

In addition to serving as bond counsel and as disclosure counsel for the original issuance of bonds by governmental entities, the firm also periodically serves in the capacity of counsel to the underwriter for the sale of municipal obligations. Attached as Exhibit A is a list of transactions for which the firm has provided services as bond counsel, disclosure counsel or underwriters' counsel within the past three (3) years for the issuance of tax-exempt and/or taxable governmental obligations.

In addition to its service as bond counsel, disclosure counsel and underwriters' counsel, the firm has been retained by other law firms as a municipal finance consultant and to provide assistance in the preparation of documents required to complete bond transactions or to determine the applicability of securities law requirements to the sale of specific categories of municipal bonds. The firm also has been retained by underwriters, financial advisors and other professionals involved in municipal finance to research and find solutions to issues related to proposed tax-exempt financings.

Law Offices of Steve E. Bullock, P.A.

6800 Bird Road, Suite 200
Miami, Florida 33155
(305) 829-0084 FAX: (305) 829-6324

sbullock@sebullocklaw.com

8910 Miramar Parkway, Suite 209
Miramar, Florida 33025
(954) 450-0603 FAX: (954) 450-6693

The firm currently has one attorney, who handles all legal representation conducted by the firm, and two individuals who provide clerical services, computer support and paralegal services. Each of such individuals has provided services in the area of municipal finance for many years and, as a result, developed a clear understanding of the demands that must be met to provide effective municipal finance legal representation. The firm is also fully supplied with all of the equipment needed to conduct an efficient and successful municipal finance practice. For example, it is equipped with advanced, high speed photocopiers, telecopiers and scanners and with state-of-the-art word and data processing capabilities. Such equipment, together with a computer network that utilizes top-of-the-line hardware and software, allows documents to be created, reproduced and disseminated in the expeditious manner that is often required to provide effective legal representation during the course of a bond transaction. All of the support systems and services utilized by the firm were acquired for the express purpose of facilitating the production and distribution of legal documents in a manner that is extremely professional and cost-effective.

To maintain an awareness of the most current law affecting the municipal finance industry and proposed changes to such law, the firm monitors legal periodicals, newswire services and websites that provide updates on such law and proposed changes. The firm's attorney is also a member of the National Association of Bond Lawyers, which provides weekly (and more often, if needed) on-line alerts of changes in laws and proposed changes that directly impact the municipal finance industry. In addition, the firm maintains on-line access to federal and state of Florida law applicable to municipal finance.

Since its inception, Mr. Bullock has endeavored to utilize the resources of the firm in a productive and efficient manner, with a strong emphasis on quality of service and client satisfaction. Mr. Bullock remains deeply committed to this philosophy and to continuously increasing the firm's ability to provide effective, high-quality municipal finance legal representation.

The firm is organized as a professional association, with offices in Miami-Dade and Broward County, Florida. The firm's office addresses are: 6800 Bird Road, Suite 200, Miami, Florida 33155 and 8910 Miramar Parkway, Suite 209, Miramar, Florida 33025. The telephone number for the Miami office is (305) 829-0084 and its fax number is (305) 829-6324. The telephone number for the Miramar office is (954) 450-0603 and its fax number is (954) 450-6693. The email address for Mr. Bullock is sbullock@sebullocklaw.com.

Following this firm description is a brief resume outlining some of Mr. Bullock's professional qualifications and experience.

NAME: Steve E. Bullock

EDUCATION: Dartmouth College, Hanover, New Hampshire (A.B., 1980, Psychology/African and African-American Studies)
University of Virginia School of Law, Charlottesville, Virginia (Juris Doctor, 1983)



PROFESSION: Attorney at Law. Engaged in the private practice of municipal bond law and founder of the Law Offices of Steve E. Bullock, P.A. in 1992.
Admitted to The Florida Bar in 1983.
Rated: – “AV Preeminent” (the highest possible rating in both legal ability and ethical standards) by Martindale-Hubbell
– One of South Florida’s top lawyers by the *South Florida Legal Guide*
– One of the top lawyers in Florida by The Legal Network

PROFESSIONAL HISTORY:

Attorney at Law – Engaged in the private practice of municipal bond, corporate and securities law as the founding and principal attorney of the Law Offices of Steve E. Bullock, P.A., Miami, Florida, from April 1992 to present.

Attorney at Law – Engaged in the private practice of municipal bond, corporate and securities law in the firm of Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A., Miami, Florida, from August 1983 through December 1990.

MUNICIPAL BOND LAW EXPERIENCE:

Mr. Bullock’s practice has been dedicated to municipal finance law and related matters for more than thirty-two (32) years. He has served as bond counsel or disclosure counsel to numerous governmental entities in Florida and as underwriter’s counsel for substantially every major firm that underwrites tax-exempt municipal bond transactions in Florida. His assignments have included financings for the counties of Miami-Dade, Broward, Palm Beach, Orange, Escambia, Nassau and Brevard, the cities of Miami, Miami Beach, North Bay Village, Miramar, Fort Lauderdale, Pompano Beach, West Palm Beach, Riviera Beach, Jacksonville, Orlando, Kissimmee, Pensacola and Cape Coral, the School Boards of Miami-Dade County, Broward County and Palm Beach County, the Housing Finance Authorities of Miami-Dade County, Broward County and Palm Beach County, the Health Facilities Authorities of Miami-Dade County and Broward County, the South Broward Hospital District, the Industrial Development Authority of Miami-Dade County, the Educational Facilities Authority of Miami-Dade County, the Community Redevelopment Agencies for the cities

of Miami, Miami Beach, Fort Lauderdale, Riviera Beach and West Palm Beach, the Orlando Utilities Commission, the South Florida Water Management District, the Florida Housing Finance Corporation, various other governmental entities in Florida and numerous other governmental entities throughout the United States.

During his extensive experience as a municipal finance attorney, Mr. Bullock has served as bond counsel, disclosure counsel and underwriters' counsel in a variety of governmental transactions. He has provided legal services for new money and refunding general obligation, revenue and special obligation issues involving taxable and tax-exempt bonds sold by public offering and by private placement. More specifically, he has participated in bond transactions involving such projects as water and sewer, solid waste, stormwater, sanitation, electric utility, water management, community development, roads, tunnels, bridges, park acquisitions and development, convention, performing art and trade facilities, governmental centers, library facilities, public safety facilities, sports stadiums, parking facilities, air and sea port facilities, redevelopment, unfunded pension liabilities, single family housing, multifamily housing, education and health care. Serving in the role of bond counsel or special tax counsel, he has been involved in more than two hundred fifty (250) issues, aggregating in excess of thirteen billion dollars (\$13,000,000,000) of municipal bonds issued, and as disclosure counsel or underwriters' counsel in more than one hundred fifty (150) issues, exceeding eighteen billion dollars (\$18,000,000,000) in the aggregate amount of municipal bonds issued. Mr. Bullock has been listed in the Red Book since 1986.

PROFESSIONAL, CIVIC AND SOCIAL AFFILIATIONS:

Memberships: Founding Member of 100 Black Men of South Florida, Inc. and current member of The Florida Bar, the American Bar Association, the National Bar Association, the Dade County Bar Association, the National Association of Bond Lawyers and numerous other civic organizations.

EXHIBIT A

**Transactions in the Past Three Years of the
Law Offices of Steve E. Bullock, P.A.
(In Reverse Chronological Order)**

- \$162,225,000 City of Miami Beach, Florida General Obligation and Refunding Bonds, Series 2019;
Role Served: Sole Disclosure Counsel
- \$221,385,000 Miami-Dade County, Florida Transit System Sales Surtax Revenue Refunding Bonds, Series 2019;
Role Served: Co-Bond Counsel
- \$14,200,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Bonds, 2018 Series J-1 and 2018 Series J-2 (Redland Crossings);
Role Served: Co-Bond Counsel
- \$223,240,000 Miami-Dade County, Florida Transit System Sales Surtax Revenue Bonds, Series 2018;
Role Served: Co-Bond Counsel
- \$77,145,000 Miami-Dade County, Florida Professional Sports Franchise Facilities Tax Revenue Refunding Bonds, Taxable Series 2018;
Role Served: Co-Bond Counsel
- \$2,350,000 City of North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018;
Role Served: Sole Bond Counsel
- \$196,035,000 City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2018;
Role Served: Sole Disclosure Counsel
- \$156,550,000 City of Miami Beach, Florida Stormwater Revenue and Revenue Refunding Bonds, Series 2017;
Role Served: Sole Disclosure Counsel
- \$115,180,000 City of Miami Beach, Florida Water and Sewer Revenue and Revenue Refunding Bonds, Series 2017;
Role Served: Sole Disclosure Counsel

- \$32,315,000 City of Miramar, Florida Utility System Refunding Revenue Bonds, Series 2017;
Role Served: Co-Underwriters' Counsel
- \$8,200,000 Florida Housing Finance Corporation Multifamily Housing Revenue Bonds, 2017 Series F (Vista Landing Apartments);
Role Served: Co-Bond Counsel
- \$74,435,000 Miami-Dade County, Florida Capital Asset Acquisition Special Obligation Refunding Bonds, Series 2017A;
Role Served: Co-Bond Counsel
- \$81,215,000 Miami-Dade County, Florida Public Facilities Revenue Refunding Bonds, (Jackson Health System), Series 2017;
Role Served: Co-Bond Counsel
- \$6,925,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Bonds, 2017 Series B (Clear Pond Estates);
Role Served: Co-Bond Counsel
- \$145,800,000 Miami-Dade County, Florida Aviation Revenue Refunding Bonds, Series 2017A (AMT);
Role Served: Co-Bond Counsel
- \$35,100,000 City of West Palm Beach, Florida Utility System Revenue Refunding Bonds, Series 2017C;
Role Served: Sole Disclosure Counsel
- \$40,955,000 City of West Palm Beach, Florida Utility System Revenue Refunding Bonds, Taxable Series 2017B;
Role Served: Sole Disclosure Counsel
- \$60,755,000 City of West Palm Beach, Florida Utility System Revenue Bonds, Series 2017A;
Role Served: Sole Disclosure Counsel
- \$17,950,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Note, 2016 Series L (Tuscany Cove I);
Role Served: Co-Bond Counsel
- \$5,590,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Bonds, 2016 Series K (Century Park);
Role Served: Co-Bond Counsel

- \$10,600,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Note, 2016 Series J (Park at Wellington II);
Role Served: Co-Bond Counsel
- \$71,990,000 Broward County, Florida Professional Sports Facilities Tax and Revenue Refunding Bonds, Series 2016;
Role Served: Co-Bond Counsel
- \$200,000,000 Miami-Dade County, Florida General Obligation Bonds (Public Health Trust Program), Series 2016A;
Role Served: Co-Bond Counsel
- \$33,205,000 City of Riviera Beach (Florida) Utility Special District Water and Sewer Revenue Bonds, Series 2016;
Role Served: Consultant to Bond Counsel and Disclosure Counsel
- \$6,400,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Bonds, 2016 Series D (Mary Eaves);
Role Served: Co-Bond Counsel
- \$35,990,000 City of West Palm Beach, Florida Special Obligation Refunding Bonds, Series 2016C;
Role Served: Sole Disclosure Counsel
- \$33,795,000 City of West Palm Beach, Florida Special Obligation Bonds, Series 2016B;
Role Served: Sole Disclosure Counsel
- \$50,400,000 City of West Palm Beach, Florida Special Obligation Bonds (Police Pension Funding Project), Taxable Series 2016A;
Role Served: Sole Disclosure Counsel
- \$400,000,000 Miami-Dade County, Florida General Obligation Bonds (Building Better Communities Program), Series 2016A;
Role Served: Co-Bond Counsel
- \$158,930,000 City of Fort Lauderdale, Florida Water and Sewer Revenue and Revenue Refunding Bonds, Series 2016;
Role Served: Sole Disclosure Counsel

TAB 4. REFERENCES

Eric H. Jones, Mayor
Mayor, City of West Park
1965 South State Road 7
West Park, FL 33023
Phone: (954) 965-8233
E-mail: ejones@cityofwestpark.org

Burnadette Norris Weeks, Esq. has worked as the City Attorney for the City of West Park for nearly 15 years. Monthly retainer client, not including litigation costs.

Joe Kyles, Mayor
City of South Bay
335 SW 2d Avenue
South Bay, FL 33493
E-mail: kylesj@southbaycity.com
(561) 996-6751

Burnadette Norris Weeks, Esq. has worked as the City Attorney for the City of South Bay for more than 5 years. Monthly retainer client, not including litigation.

Brenda Snipes
Former Broward County Supervisor of Elections
2219 NW 6th Street
Fort Lauderdale, FL 33311
(954) 900-3494
E-mail: bsnipesDST@aol.com

Burnadette Norris Weeks, Esq. worked as General Counsel for the Broward County Supervisor of Elections for more than 15 years. Monthly retainer, not including litigation.

Leondrae Camel, City Manager
City of South Bay
335 SW 2d Avenue
South Bay, FL 33493
E-mail: camell@southbaycity.com
PH: (561) 996-6751

Burnadette Norris Weeks, Esq. has worked as the City Attorney for the City of South Bay. Monthly retainer client, not including litigation.

Chandler F. Williamson, MPA

City of Pahokee
207 Begonia Drive
Pahokee, FL 33476
PH: 561-924-5534
e-mail: CWilliamson@cityofpahokee.com

Burnadette Norris Weeks, Esq. has worked as the City Attorney for the City of Pahokee. A monthly retainer client.

Honorable Claudia Cubillos, Mayor El Portal Florida
500 N.E. 87th Street
El Portal, Florida 33138
Telephone: 305-795-7880
E-mail: mayorcubillos@villageofelportal.com

Norman C. Powell currently provides general legal services, including land use and zoning for the Village of El Portal as Interim Village Attorney.

Andreana Jackson, Commissioner North Bay Village
1666 J. F. Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141
Telephone: 786-897-0556
E-mail: ajackson@nbvillage.com

Norman C. Powell provided general city attorney legal services, including land use and zoning for the North Bay Village from 2017 through 2019.

TAB 5. MISCELLANEOUS REQUIRED DOCUMENTS

PROPOSER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name?

Austin Pamies Norris Weeks Powell, PLLC was formed in April 2019. Austin Pamies Norris Weeks LLC has existed since April 2014 and Burnadette Norris-Weeks P.A. has existed since December 1999 (almost 20 years). (Burnadette Norris-Weeks, P.A. is a member of Austin Pamies Norris Weeks, LLC, which in turn is a member of Austin Pamies Norris Weeks Powell, PLLC)

- (2) State of Florida occupational license type and number: All Florida Bar Licenses for Team (attached)
- (3) County (state county) Business Tax Receipt type and number: Law—100—299426 (attached)
- (4) City of Fort Lauderdale Business Tax Receipt #1802289 Professional Office

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

All experience is listed in the attached Response to Letter of Interest

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ X _____ no

MEMBER PROFILE

Burnadette Norris-Weeks

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

949930

Mail Address:

Law Office of Burnadette Norris-Weeks P A
401 NW 7th Ave
Fort Lauderdale, FL 33311-8134
United States

Office: **954-768-9770**

Email:

bnorris@bnwlegal.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/949930>

vCard:



County:

Broward

Circuit:

17

Admitted:

09/23/1992

10-Year Discipline History:

None

Law School:

The Florida State University College of Law

Sections:

City, County & Local Govt Law

Federal Courts:

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Southern District of Florida

State Courts:

Florida

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

MEMBER PROFILE

Michelle Austin Pamies

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

88994

Mail Address:

Austin Pamies Norris Weeks
401 NW 7th Ave
Fort Lauderdale, FL 33311-8134
United States

Office: **954-768-9770**

Cell: **954-768-9770**

Fax: 954-768-9790

Email:

maustin@apnwlaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/88994>

vCard:



County:

Broward

Circuit:

17

Admitted:

10/01/1996

10-Year Discipline History:

None

Law School:

University of Miami School of Law

Sections:

Business Law

City, County & Local Govt Law

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MEMBER PROFILE

Norman Christopher Powell

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

870536

Mail Address:

Law Offices of Norman C. Powell
1666 79th Street Cswy Ste 420
North Bay Village, FL 33141-4169
United States

Office: **786-275-6923**

Cell: **786-355-4500**

Fax: 786-348-0167

Email:

n@normancpowell.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/870536>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

11/27/1990

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law

Sections:

Government Lawyer

Real Property, Probate & Trust

Firm:

Law Offices of Norman C. Powell

Firm Website:<http://normancpowell.com>

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MEMBER PROFILE

Michael Garcia

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

93749

Mail Address:

Michael Garcia
100 SE 6th St
Fort Lauderdale, FL 33301-3422
United States

Office: 954-703-6202

Cell: 954-703-6202

Email:

michael@garciapa.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/93749>

vCard:



County:

Broward

Circuit:

17

Admitted:

11/08/2011

10-Year Discipline History:

None

Law School:

Nova Southeastern University - Shepard Broad Law Center

Firm:

Michael Garcia

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MEMBER PROFILE

Dotie Joseph

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

17697

Mail Address:

Florida House of Representatives
12330 NE 8th Ave
North Miami, FL 33161-5607
United States

Office: **305-892-4296**

Email:

dotie.joseph@myfloridahouse.gov

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/17697>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

10/25/2005

10-Year Discipline History:

None

Law School:

Georgetown University Law Center

Committees:**Committee****Office****Term**

Federal Court Practice Committee

06/30/2019

Practice Areas:

Appellate Practice

City/County/Local Government

Civil Rights

Constitutional

Government

Government Administration and Regulation

Government and Public Policy

Labor and Employment

Litigation/Trial Advocacy/Advocacy

Languages:

French

Haitian Creole

Spanish

Federal Courts:

U.S. Court of Appeals for the District of Columbia

U.S. Supreme Court

U.S. District Court, Southern District of Florida

State Courts:

District Of Columbia

Florida

Firm:

Florida House of Representatives

Services:

Language Translation

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MEMBER PROFILE

Loreal Antwanette Arscott

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

40601

Mail Address:

L.A. Law Firm, P.A.
19821 NW 2nd Ave Ste 426
Miami Gardens, FL 33169-3341
United States

Office: **305-417-9462**

Email:

larscottesq@lalaw-fl.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/40601>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

09/21/2007

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law

Committees:

Committee	Office	Term
Wilkie D. Ferguson Jr. Bar Assn.	President-Elect	06/30/2130
11th Judicial Circuit Grievance Comm "L"		06/30/2020
Judicial Nominating Procedures Committee		06/30/2020

Sections:

City, County & Local Govt Law

Real Property, Probate & Trust

Practice Areas:

Government

Law and Government/Procurement

Federal Courts:

U.S. District Court, Southern District of Florida

Firm:

L.A. Law Firm, P.A.

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MEMBER PROFILE

Pam Elaine Booker

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

25320

Mail Address:

4001 Seminole Pratt Whitney Road
Westlake, FL 33470
United States

Office: **772-971-8676**

Cell: **772-971-8676**

Email:

pbookerjd@gmail.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/25320>

vCard:



County:

Palm Beach

Circuit:

15

Admitted:

10/07/1994

10-Year Discipline History:

None

Law School:

University of Florida, Fredric G. Levin College of Law

Committees:

Committee	Office	Term
Constitutional Judiciary Committee		06/30/2019

Sections:

City, County & Local Govt Law

Practice Areas:

Government

Federal Courts:

U.S. District Court, Southern District of Florida

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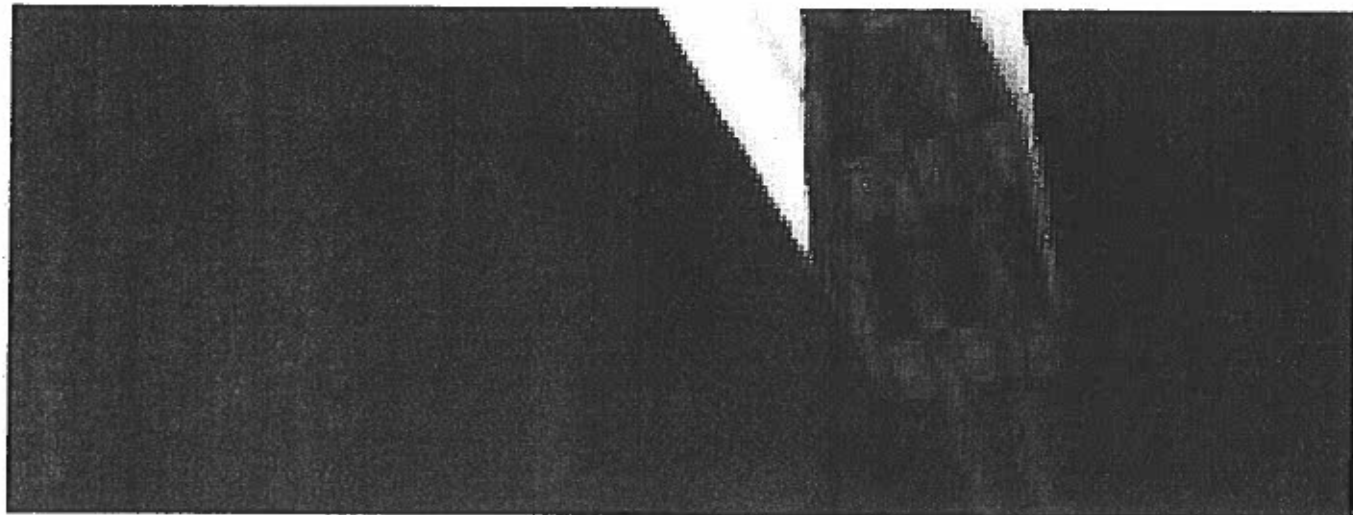
MEMBER PROFILE

Neil David Kodsí

Member in Good Standing

Eligible to Practice Law in Florida





Bar Number:

11255

Mail Address:

The Law Offices of Neil D. Kodsí
1666 79th Street Cswy Ste 420
Miami Beach, FL 33141-4169
United States

Office: **786-464-0841**

Cell: **786-464-0841**

Fax: 954-790-6722

Email:

ndk@ndkodsílaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/11255>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

04/21/2005

10-Year Discipline History:

None

Law School:

Wake Forest University School of Law

Firm:

The Law Offices of Neil D. Kodsí

Firm Website:<http://www.ndkodsilaw.com>

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MEMBER PROFILE

Steve Bullock

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

376833

Mail Address:

6800 Bird Rd Ste 200
Miami, FL 33155-3708
United States

Office: **305-829-0084**

Fax: 305-829-6324

Email:

sbullock@sebullocklaw.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/376833>

vCard:



County:

Miami-Dade

Circuit:

11

Admitted:

11/01/1983

10-Year Discipline History:

None

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AUSTIN PAMIES NORRIS WEEKS POWELL PLLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

401 NW 7TH AVENUE

6 City, state, and ZIP code

FORT LAUDERDALE FL 33311

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 4 - 2 0 5 7 1 0 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

6-19-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**DBA:**
Business Name: MICHELLE AUSTIN PAMIES**Receipt #:** 100-299426
Business Type: ATTORNEY (LAW)**Owner Name:** AUSTIN PAMIES NORRIS WEEKS POWELL PLLC
Business Location: 401 NW 7 AVE
FT LAUDERDALE
Business Phone: 9547689770
Business Opened: 06/12/2019
State/County/Cert/Reg: 88994
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
1

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
15.00	0.00	0.00	3.75	0.00	0.00	18.75

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:AUSTIN PAMIES NORRIS WEEKS POWELL
401 NW 7TH AVENUE
FORT LAUDERDALE, FL 33311**Receipt #** WWW-18-00171972
Paid 06/13/2019 18.75**2018 - 2019****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**DBA:**
Business Name: MICHELLE AUSTIN PAMIES**Receipt #:** 100-299426
Business Type: ATTORNEY (LAW)**Owner Name:** AUSTIN PAMIES NORRIS WEEKS POWELL PLLC
Business Location: 401 NW 7 AVE
FT LAUDERDALE
Business Phone: 9547689770
Business Opened: 06/12/2019
State/County/Cert/Reg: 88994
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
1

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
15.00	0.00	0.00	3.75	0.00	0.00	18.75

Receipt # WWW-18-00171972



**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2018-2019**

100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195



Business ID: 1802289 Business Name: AUSTIN PAMIES NORRIS
Business Address: 401 NW 7 AVE
Tax Category: PROFESSIONAL OFC (ADMINISTRATIVE) Tax #: 752754

Fee:

AUSTIN PAMIES NORRIS
WEEKS POWELL PLLC
401 NW 7 AVE
FORT LAUDERDALE, FL 33311

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1802289
Tax Number: 752754
Business Name: AUSTIN PAMIES NORRIS
Business Address: 401 NW 7 AVE
Business Contact: PAMIES, MICHELLE AUSTIN

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.