MEMORANDUM

Date: April 28, 2015

TO: Town Commission

FROM: Dave Bullock, Town Manager

SUBJECT: Amendment to Town Attorney Contract

The Town Commission and the Town Attorney entered into a Legal Services Agreement ("Town Attorney Contract") dated July 8, 2013 for general counsel services that provides the Town Attorney shall provide certain enumerated services for the Town for a monthly retainer fee of $20,312.50/month.

Included in such enumerated services is the review and approval of Town contracts. Due to changed circumstances that have increased Town procurements and contractual matters, the Town Attorney is seeking an amendment to the Town Attorney Contract that: (a) establishes an allocation of 18 hours of monthly billable hours under the retainer fee for procurement matters and authorizes the Town Attorney to bill for legal work performed on procurement matters at a rate of $195/hour when the monthly volume of procurement matters exceeds 18 hours of billable legal work; and (b) amends the Town Attorney Contract to reflect a change of address for any notice provided to the Town Attorney under the terms of said contract.

This item was presented and discussed at the April 20, 2015 Regular Workshop Meeting with no modification suggested. The item was forwarded to the May 4, 2015 Regular Meeting and is placed on the Consent Agenda for formal action.

Please don't hesitate to contact me or the Town Attorney if you have any questions.

TOWN OF LONGBOAT KEY
LEGAL SERVICES AGREEMENT AMENDMENT

Town of Longboat Key ("Town") and Maggie D. Mooney-Portale of Persson & Cohen, P.A. (the "Firm") hereby enter into this Legal Services Agreement Amendment ("Amendment") for the purposes of memorializing in writing the following modifications to the Legal Services Agreement between the Town and the Firm dated July 8, 2013 (the "Town Attorney Contract"):

1. **General Counsel Compensation, Terms, and Conditions.** Pursuant to paragraph 3 of the Town Attorney Contract, the Firm shall continue to provide the "Retainer Services" as set forth in Attachment A of the Town Attorney Contract for a monthly fee of $20,312.50/month. Included within said monthly fee shall be a maximum allotment of eighteen (18) billable hours of legal services for "procurement matters." "Procurement matters" for purposes of this Amendment shall be defined as the act of the Town obtaining or intending to obtain goods and/or services from third parties. Should the monthly legal services provided by the Firm exceed eighteen (18) hours of billable time for procurement matters, the Firm is authorized to bill the Town at a rate of $195/hour for the additional time dedicated to procurement matters for the remainder of the month. "Procurement matters" shall not include those matters where time is spent reviewing Town contracts such as interlocal agreements, memorandums of understanding, or other similar intergovernmental agreements where the purchase of goods or services from third parties by the Town is not part of a vendor contract.

2. **Notices.** Pursuant to paragraph 7 of the Town Attorney Contract, any notice to the Town Attorney and Firm as required under the terms of the Town Attorney Contract should be directed to the Town Attorney and the Firm at the following address: 6853 Energy Court, Lakewood Ranch, FL 34240.

3. **Modification.** This Amendment shall modify and supplement the Town Attorney Contract dated July 8, 2013, to include and fully incorporate paragraphs 1 and 2, above, within such Town Attorney Contract. In the event of a conflict between the provisions set forth in paragraphs 1 and 2 of this Amendment and the Town Attorney Contract, this Amendment shall prevail. In the event of a conflict between any other paragraphs within the Town Attorney Contract and the Amendment, the Town Attorney Contract shall prevail. Except to the extent herein amended, the Town Attorney Contract between the parties dated July 8, 2013, shall remain binding and in full force and effect.

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

5. **Effective Date.** The parties agree that the terms of this Amendment shall be effective May 1, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Town of Longboat Key Legal Services Agreement Amendment to be executed in duplicate this ___ day of May, 2015.

Witness

_____
Signature

_____
Printed Name

PERSSON & COHEN, P.A.

By: _____

Maggie D. Mooney-Portale, Esq.

Date: _____

TOWN OF LONGBOAT KEY, FLORIDA

Attest:

By _____
Jack G. Duncan, Mayor

By: _____
Trish Granger, Town Clerk

Date: _____

Approved as to form and
Correctness:

_____
Charles D. (Dan) Bailey, Jr.
Attorney

TOWN OF LONGBOAT KEY
LEGAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS

Signature

Trish Granger

Printed Name

PERSSON & COHEN, P.A.

By: Maggie Mooney-Portale

Signature

Maggie Mooney-Portale, Esq.

Printed/Typed Name

Date: 7/8/13

ATTEST:

By: Trish Granger

Trish Granger, Town Clerk

TOWN OF LONGBOAT KEY, FLORIDA

By: James L. Brown

James L. Brown, Mayor

Date: 7-1-2013

Approved as to form and correctness:

Dan Bailey

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

ATTACHMENT A
SCOPE OF SERVICES

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

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

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

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

ATTACHMENT B
FEE SCHEDULE

1. Retainer Services: $20,312.50/month

2. Non-Retainer Services: $235/hour

Hankin, Persson, McClenathen, Cohen & Darnell

Attorneys and Counselors At Law
1820 Ringling Boulevard
Sarasota, Florida 34236-5917

Lawrence M. Hankin
David P. Persson
Chad M. McClenathen*
Andrew H. Cohen
Robert W. Darnell
Michael T. Hankin
Kelly M. Fernandez**
Maggie D. Mooney-Portale***

David D. Davis (1955-2012)

Telephone (941) 365-4950
Facsimile (941) 365-3259
Email: mmooney-portale@sarasotalawfirm.com

* Board Certified Real Estate
** Board Certified State and Fed. Govt. & Admin. Practice
*** Board Certified City, County and Local Government Law

March 15, 2013

The Honorable James L. Brown, Mayor
and Members of Town Commission
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

RE: Request for Town Attorney Legal Services / RFP #12-014 Town Attorney Services

Dear Mayor Brown and Town Commissioners:

Please accept this submittal as our firm's response to the Town of Longboat Key's ("Town") Request for Proposal for Town Attorney Services. I am submitting this proposal to serve as the Town Attorney on behalf of myself and the law firm of Persson & Cohen, P.A. ("Firm"). If selected, I would serve as the primary Town Attorney and be "general counsel" to the Town. I would be available on a priority basis to offer advice and legal services on the day-to-day, week-to-week and month-to-month activities of the Town.

For almost 23 years, David Persson and the Firm have served as the Town's legal advisors. During this time, there has been a high level of trust, stability and candor between the Town Commission, Town staff and its attorneys. It is my desire to continue and expand upon this relationship by providing timely, effective and responsive legal services to the Town.

The Firm believes that a collaborative approach is best suited for a local government's diverse legal needs. This approach enables our Firm to match the strengths and expertise of our individual attorneys with the particular needs of the Town. For example, while I might advise the Commission and the Town Manager on pending matters, another member of our Firm may primarily advise the Planning and Zoning Board, Zoning Board of Adjustment or address utilities matters. Our internal communication procedures ensure that all members of the Firm remain apprised of the main issues affecting the Town and are able to respond expeditiously to any questions, needs and problems posed.

It is also our belief that matters that require specialized knowledge are most successfully and cost effectively addressed by the Town through the appointment of Special Counsel with the expertise already in-hand for the particular matter. Examples include bond financing, labor law and specialized environmental matters. Regarding Special Counsel, my job as Town Attorney would be to find the best person for the particular circumstance.

With that as a preamble, I will address the enumerated items referenced in the Town's Request for Proposal.

Firm experience

Persson & Cohen, P.A. (the "Firm") has four lawyers (David Persson, Andrew Cohen, Kelly Fernandez and I) who concentrate their practices almost exclusively on local government law. Currently, our Firm represents over 25 local governments in the Southwest Florida area, of which the vast majority are located in Manatee and Sarasota Counties. Our Firm serves as general and special counsel to municipalities as well as independent and dependent special districts. On occasion, our Firm has also been asked to serve as special counsel to county and local governments. A list of all of the governmental clients represented by the Firm in the past five (5) years is attached as Exhibit 1.

The Firm practices within Hankin, Persson, McClenathen, Cohen & Darnell, a limited liability company ("HPMC&D"). HPMC&D has three (3) other professional corporations practicing in the areas of Real Estate, Wills, Trusts and Estates, as well as Condominium and Homeowner Association representation. The Firm currently maintains two offices, one in downtown Sarasota and one in downtown Venice. The Sarasota office will primarily service the Town.

HPMC&D carries malpractice insurance (which covers all corporations practicing within it) and maintains a "claims-made" professional liability policy. The coverage limits of such policy are: $2,000,000 (for each claim) and $2,000,000 (in the aggregate). A copy of the declaration page evidencing the current policy is attached as Exhibit 2. The firm does not employ any lobbyists.

Attorney and Staff Experience

Maggie D. Mooney-Portale, Esq.

I am seeking to be appointed the Town Attorney. By way of background and experience, I have been a practicing lawyer for 12 years. Immediately following law school, I worked as an associate in the Tampa office of a large national law firm handling insurance defense litigation in Florida state and federal courts. In 2004, I joined the statewide law firm of Lewis, Longman & Walker, opened the Bradenton office and eventually became a Shareholder of that firm. I worked at Lewis, Longman & Walker for almost 9 years during which time I litigated land use, environmental matters and a variety of civil litigation matters on behalf of local governments in state, federal and administrative courts, including the Florida Second District Court of Appeal and the Florida Supreme Court. While working at Lewis, Longman & Walker, my practice evolved into almost an exclusively local government practice. During that timeframe, I served as special counsel and became general counsel to numerous dependent and independent districts and

municipalities throughout the state. The scope of my representation of governments involved legal issues relating to: land use, environmental law claims, contractual claims, real estate transactions, public finance, public procurement matters, public private partnerships, taxing and special assessment challenges, home rule authority, annexations, public records laws, Sunshine laws, ethics laws, employment law and grievances.

In 2005, I began serving as special counsel to the Manatee County Port Authority and defended the Port Authority in state administrative and federal environmental litigation. When the Port Authority's general counsel retired in 2008, I served with H. Hamilton "Chip" Rice as General Counsel to the Manatee County Port Authority. I served in that capacity until December 2012. As General Counsel, I worked closely with the Port Director, Port Department Directors and the Manatee County Commissioners serving as Port Authority members. I worked on all general governance matters relating to Port operations, financings, real estate transactions large and small public procurement matters and public private partnership (P3) agreements with large commercial terminal operators and stevedores, importers and a pipeline company.

I currently serve as general counsel to several independent fire control districts and several community development districts. The legal services I have provided to these specialized local governments has involved: public records and sunshine law issues, ethics issues, public procurement, annexation litigation, taxation and non-ad valorem assessment issues, negotiations of interlocal agreements, land use matters, certificates of public necessity (COPCN's) and Constitutional powers.

I have written and lectured extensively on public records laws, ethics laws and public procurement laws. In the past six years, I have lectured on these topics for the Florida Association of Special Districts, CLE International's Eminent Domain Conference (October 2012) and the Charlotte County Bar Association (January 2013). I was also published in *The Florida Bar Journal* (June 2011), "The Government in Your FaceBook: An Examination of Social Networking Sites and Florida's Public Records Law."

In 2012, I received an AV Preeminent attorney rating by the peer review rating service of Martindale-Hubbell. In 2011, I became Board certified by the Florida Bar as a specialist in City, County, Local Government law (a copy of my certification is included as Composite Exhibit 4). I have been further recognized by my peers as a "Rising Star" in the area of Government/Cities/Municipalities by *Super Lawyer* magazine for the years 2011-2013. Finally, in 2009, I was named one of Biz941 Magazine's "Top 25 People to Watch."

David P. Persson, Esq.

David Persson served as the Town Attorney for almost 23 years. Mr. Persson was recently appointed the City Attorney for the City of Venice. Mr. Persson has served as Special Counsel for regional local governments including Sarasota County and the Cities of Sarasota, Holmes Beach and Palmetto. Mr. Persson also serves as District Counsel to a number of Community Development Districts which are special purpose units of local government. Mr. Persson has successfully represented governmental clients in the state courts including the Florida Supreme Court. It is anticipated that Mr. Persson will be available to provide historical knowledge and assist with special projects. In the rare event that I am unable to attend a Town Commission meeting, Mr. Persson may also serve as my alternate.

Kelly Fernandez, Esq.

Kelly M. Fernandez has served as Assistant Town Attorney and has assisted Mr. Persson and Mr. Cohen with the Firm's municipal and Community Development District representation since 2009. Prior to joining the Firm, she served for five years as a Senior Assistant General Counsel for the former Florida Department of Community Affairs in Tallahassee. Ms. Fernandez' background with the former Department of Community Affairs uniquely positions her to assist in comprehensive planning and zoning issues. While working for the state, Ms. Fernandez handled litigation before the Division of Administrative Hearings, state courts and appellate courts. Since joining the Firm, Ms. Fernandez has litigated land use disputes, foreclosures and community association matters in state courts. Ms. Fernandez has been certified by the Florida Bar in the area of State and Federal Government & Administrative Practice since 2009. It is anticipated that Ms. Fernandez will also be available to continue to serve as Assistant Town Attorney and also may attend any meetings that I may not be able to attend.

Andrew H. Cohen, Esq.

Andrew H. Cohen has practiced with Mr. Persson since 1997 and Mr. Cohen has served as Assistant Town Attorney on occasion. Currently, Mr. Cohen serves as District Counsel to a number of Community Development Districts and Special Counsel to the City of North Port's Contractors Licensing and Advisory Board. Mr. Cohen speaks on the topics of sunshine law and public records laws frequently. Mr. Cohen will be available to assist in providing legal services to the Town if needed and may attend Town Commission meetings or other meetings as an alternate.

Donna Barton, Legal Assistant

Donna Barton serves as the primary legal assistant to the local government attorneys in the Firm and is the key administrative staff who will assist me and the other Firm lawyers with the Town's work. Ms. Barton has been working with Mr. Persson and Mr. Cohen for over five years and is very familiar with the Town's files.

Transition Approach

To be effective as your next Town Attorney, I will continue to immerse myself in the pending issues and concerns facing the Town. If selected, my approach would be to meet with individual Town Commissioners, the Town Manager, the Assistant Town Manager and Department Directors to discuss pending issues, with a particular focus on the Town's future.

Given that Mr. Persson, Ms. Fernandez and I all work for the same law firm and share the same administrative staff, the status of pending matters can be easily communicated. Mr. Persson has committed to being accessible and available to answer questions, provide assistance and advice as needed and offer historical background on issues as they arise. Further, the transition of information and files (hard copies and electronic) from Mr. Persson will be seamless since the files are already accessible to me and nothing has to be relocated, forwarded or otherwise transmitted.

Similarly, Ms. Fernandez will remain as Assistant Town Attorney and can continue to assist with all matters currently being handled by her.

Fee Proposal

Our proposal is based largely upon the following: (a) the pending legal matters before the Town, (b) the anticipated legal services that will be needed in the upcoming year, (c) an estimate of hours reasonably needed to perform the anticipated legal services and (d) a review of the hours required for legal services to the Town over the past 22 years. We have given a great deal of thought about how to propose a fee structure that will recognize our experience in local government law, while understanding that it will take some time for me to learn the nuances of the Town's processes and legal practice. While Mr. Persson and Ms. Fernandez will be an invaluable resource to me in the transition, there will still be a learning curve. However, I do not think it is fair to charge the Town for that learning curve. With that in mind, we offer the following:

My regular hourly rate for local government representation is $235.00 per hour. In recognition of the time necessary to become acclimated to the Town's intricacies, I would offer a reduced rate of $195.00 per hour for the first year of standard General Counsel services performed by me, Kelly Fernandez or Andrew Cohen. Any work performed by David Persson would be billed at his current rate of $235.00 per hour. Prior to the conclusion of the first year, we would mutually assess the fees and fee structure and make adjustments accordingly.

For purposes of the "Hourly Rate Option" and "Monthly Retainer and Hourly Rate Option," the quotes provided below are in the format requested by the Town's Request for Legal Services and encompass all of the bulleted services outlined in the "Monthly Retainer and Hourly Rate Option" set forth in the Request for Proposal:

Hourly Rate Option

Labor Classification	**Services Included (but not limited to)**	**Hourly Rate**
Town Attorney and Assistant Town Attorney Services performed by Ms. Mooney-Portale, Ms. Fernandez or Mr. Cohen.	All services more particularly described as the "Minimum services" (within the Monthly Retainer and Hourly Rate Option) on page 5 of the Request for Proposal.	$195.00 /hr.
Assistant Town Services performed by Mr. Persson.	All services more particularly described as the "Minimum services" (within the Monthly Retainer and Hourly Rate Option) on page 5 of the Request for Proposal.	$235.00/hr.

Monthly Retainer and Hourly Rate Option

Services Included in the Monthly Retainer	Monthly Rate
All the normal and regular legal services more particularly described as the "Minimum services" (within the Monthly Retainer and Hourly Rate Option) on page 5 of the Request for Proposal. This rate shall be applicable to Ms. Mooney-Portale and any Persson & Cohen lawyer performing the "Minimum services."	$20,312.50/month (1250 hours x $195/hr. = $243,750 year)

Labor Classification	Services, including but not limited to, Outside of Monthly Retainer to be paid via Hourly Rates	Hourly Rate
Town Attorney or Assistant Town Attorney	All services falling outside of the services described as the "Minimum services" (within the Monthly Retainer and Hourly Rate Option) on page 5 of the Request for Proposal. Any services performed by Ms. Mooney-Portale or Persson & Cohen lawyers falling outside of the listed "Minimum services" of the Request for Proposal shall be billed at an hourly rate of $235.00/hr.	$235.00/hr

Lump Sum Option

Services Included (but not limited to) in the Lump Sum	Monthly Rate
All services more particularly described as the "Minimum services" (within the Monthly Retainer and Hourly Rate Option) on page 5 of the Request for Proposal that are performed by Ms. Mooney-Portale or Persson & Cohen lawyers.	$243,750.00/year ($20,312.50/month)

Whether by flat fee or hourly rate, we will not charge for incidental costs such as routine copying, postage and telephone expenses. We do not charge an "overhead factor." Our proposal does not include specialized representation such as labor/employment law, bond work, real estate transactions, pension work or litigation which would be charged at our normal hourly rates listed

above or referred out to Special Counsel. Our proposal also does not include one-of-a-kind significant out-of-pocket expenses such as multiple plans copying, out-sourced printing, court reporter costs and the like.

Conflicts of Interest

Given Mr. Persson's current service as Town Attorney, neither I nor the Firm have any conflicts of interest which would preclude the Firm from representing the Town.

References

Pursuant to the instructions provided in the Town's Request for Proposal and Addendum #1, references for Maggie Mooney-Portale (Town Attorney applicant), Kelly Fernandez (Town Attorney alternate) and Persson and Cohen (law firm applicant) are attached hereto and provided on Composite Exhibit 3. We would be happy to supply the Town with additional references if needed.

Supplement Information

Please see attached as Exhibit 4 evidence of Florida Bar Licensure and Board Certifications for Maggie D. Mooney-Portale and Kelly Fernandez, and the other completed Town forms requested in the Request for Proposal for Legal Services.

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

Respectfully,

Maggie D. Mooney-Portale

Maggie D. Mooney-Portale
on behalf of Persson & Cohen, P.A.

Exhibit "1"

Client List

Municipal Clients:

City of Venice – City Attorney/General Counsel Services
Location: Venice, Florida
Contact: Mayor John Holic
941/486-2626 ext. 23005
Or
City Manager Edward Lavallee
914/486-2626 ext. 24006

Town of Longboat Key – Town Attorney/General Counsel Services
Location: Longboat Key, Florida
Contact: Mayor James L. Brown
941/504-4273
Or
Town Manager David R. Bullock
941/316-1955

City of North Port – Special Counsel to Contractors Licensing and Advisory Board
Location: North Port, Florida
Contact: Chair Len Wheat
941/423-0048

City of Palmetto – Special Counsel to Code Enforcement Board
Location: Palmetto, Florida
Contact: William "Bill" Strollo
941/723-4570

City of Sarasota – Special Counsel to Nuisance Abatement Board
Location: City of Sarasota, Florida
Contact: Chair Fernando Gobic
941/365-2200

Independent Fire Control Districts:

Bonita Springs Fire & Rescue District – Special Counsel
Location: Lee County
Contact: Fire Chief Joe Daigle
239/949-6225

Cedar Hammock Fire Control District – General Counsel
Location: Manatee County
Contact: Fire Chief Randall Stulce
941/751-7090

North River Fire District – General Counsel
Location: Manatee County
Contact: Fire Chief John McInnis
941/721-7600

Southern Manatee Fire Control District – General Counsel
Location: Manatee County
Contact: Chair Charles "Chuck" Durant
203/410-7398

County Client(s):

Sarasota County – Special Counsel
Location: Sarasota, Florida
Contact: County Attorney Stephen DeMarsh
941/861-7255

Community Development Districts:

Bobcat Trail Community Development District – General Counsel
Location: North Port, Florida
Contact: Chair Lawrence Santucci
941/423-3065

Greyhawk Landing Community Development District – General Counsel
Location: Bradenton, Florida
Contact: Chair Clarence "Ollie" Kyte, Jr.
941/747-9373

Heritage Lake Park Community Development District – General Counsel
Location: Port Charlotte, Florida
Contact: Chair Ed Diana
941/629-9276

Laguna Lakes Community Development District – General Counsel
Location: Ft. Myers, Florida
Contact: Chair Jonathan Busa
239/489-1515

Lake St. Charles Community Development District – General Counsel
Location: Riverview, Florida
Contact: Antoinette "Toni" Leake, District Manager
813/741-9768

Lakewood Ranch Community Development District 2 – General Counsel
Location: Lakewood Ranch, Florida
Contact: Chair Peter Bokach
941/907-0107

Lakewood Ranch Community Development District 4 – General Counsel
Location: Lakewood Ranch, Florida
Contact: Chair Michael J. Griffin
941/755-1876

Lakewood Ranch Community Development District 5 – General Counsel
Location: Lakewood Ranch, Florida
Contact: Chair Thomas C. Bishop
941/907-9183

Lakewood Ranch Community Development District 6 – General Counsel
Location: Lakewood Ranch, Florida
Contact: Chair Robert C. Burstein
941/907-2891

Lexington Community Development District – General Counsel
Location: Parrish, Florida
Contact: Chair Dave Staples
941/812-5287

Mandarin Grove Community Development District – General Counsel
Location: Bradenton, Florida
Contact: Chair Charles Tokarz
941/359-9000 ext. 115

Meadow Pointe II Community Development District – General Counsel
Location: Wesley Chapel, Florida
Contact: Chair Michael Cline
813/994-8555

Tidewater Preserve Community Development District – General Counsel
Location: Bradenton, Florida
Contact: Gregory Cox, District Manager
Rizzetta & Company, Inc.
813/933-5571

Venetian Community Development District – General Counsel
Location: Venice, Florida
Contact: Chair Thomas W. Jones
941/554-2182

Villages of Avignon Community Development District – General Counsel
Location: Bradenton, Florida
Contact: J. Kevin Grace, District Manager
Government Services Group, Inc.
407/629-6900

Waterlefe Community Development District – General Counsel
Location: Bradenton, Florida
Contact: Chair Kenneth Bumgarner
941/748-2107

Declarations

Professional Liability Insurance Policy
Lawyers

's is a claims-made Policy. Please review your Policy carefully.
Policy is limited to liability for only those claims that are first made against the Insured during the policy bd.

Insured by the Stock Company below and hereinafter called the company.

Fireman's Fund Insurance Company

Interstate Fire and Casualty Company
Executive Offices: 33 W. Monroe Street
Chicago, Illinois 60603

POLICY NUMBER: CLX - 1001902

Item 1. Named Insured and Address (Number, Street, Town or City, County, State, Zip Code)	Producer Name: ProQuest a Division of Alliant
Hankin, Persson, Davis, McClenathen & Darnell 1820 Ringling Boulevard Sarasota, FL 34236	Item 2. Policy Period From (Mo.-Day-Yr.): 06/15/2012 — To (Mo.-Day-Yr.): 06/15/2013 — 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.
And Those Individuals Listed in the Insured Supplement.	Item 3. Form of New Insured's Business Insured is ☐ Individual ☐ Partnership ☐ Corporation ☒ Other:

Item 4. Limit of Liability

$ 2,000,000 Each Claim

$ 2,000,000 Aggregate

☒ a. Are included within the limits of liability.

b. Claim expenses are payable in addition to the limits of liability.

Please review the entire policy carefully and contact us if any provisions are incorrect, unclear or do not meet your expectations. Please inform us of any changes in coverage needs

5. Deductible

$ 10,000 Per Claim

☐ a. The deductible amount specified above applies only to damages.

☒ b. The deductible amount specified above applies to both damages and claim expenses.

Item 6.
Premium

Amount: $ Class: No. of Lawyers: 7

Total Premium $

Item 7. Forms Attached at Issue
05-PL-4000 rev. 02/09 (ed. 09/11) 01-GE-0005 (04/09) 05-GE-0002 (ed. 09/09)

By acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

	Countersigned at	Issue Date 06/12/2012
	Authorized Representative	Countersign Date 06/12/2012

TOWN OF LONGBOAT KEY, FLORIDA
SUBMITTED FORMS RFP #12-014

The undersigned proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this RFP is made without any understanding, contract, or connection with any other person, firm, or corporation providing a RFP for the same purpose and that this RFP is in all respects fair and without collusion or fraud. The proposer understands that this RFP must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

Proposer undersigned represents that he/she accepts, and that this RFP complies with, the RFP documents. Proposer affirms that he has satisfied himself as to the quantity of materials and the kind and extent of equipment to be provided.

Proposer undersigned proposes, and agrees if this proposal is accepted, that he/she will contract with the Town in the form of the copy of the Agreement included in these RFP documents, to provide all necessary materials, tools apparatus and other means necessary to do all the work referred to in the RFP documents in the manner and time herein prescribed and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, proposer must disclose with RFP the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by proposer) entitled "Submitted RFP Conflict of Interest" the name of any Town of Longboat Key employee who owns, directly or indirectly, a 5% or more interest in the proposer's firm or any of its branches, or in the firm of any subcontractor to this RFP. The absence of such an attachment represents proposer's certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the proposal period; the cost of which, if any, is included in the proposal bid.

ADDENDUM #	ADDENDUM DATE
1	3/12/2013

Doing Business As: Persson & Cohen, P.A.

Business Address: 1830 Ringling Boulevard
City: Sarasota State Florida Zip 34236

Fax: (941) 365-3259 Phone: (941) 365-4950

Maggie D. Mooney-Portale Maggie D. Mooney-Portale
(Bidder typed name and signature)

Bidder understands that the Town reserves the right to reject any or all PROPOSALS and to waive any informalities and minor irregularities. The bidder agrees that this RFP shall be good and may not be withdrawn for a period of 30 days after the scheduled opening.

WORK EXPERIENCE

Complete information below for five most recent clients of Maggie D. Mooney-Portale:

NAME Manatee Cty Port Authority/County Commissioner Contact: Larry Bustle (former Chairman)
Address: Post Office Box 1000
City: Bradenton State: Florida 34206
Telephone: 941/745-3701
Summary of work performed: Served as General Counsel to Port Authority for past four (4) years (2008 – December 2012).

NAME Manatee County Port Authority Contact: Carlos Buqueras, Port Director
Address: 300 Tampa Bay Way
City: Palmetto State: Florida 34221
Telephone: 941/722-6621
Summary of work performed: Served as General Counsel to Port Authority for past four (4) years (2008 – December 2012)

NAME Manatee Cty Port Auth/City of Bradenton Beach Contact: John Chappie, Commissioner
Address: Post Office Box 1000
City: Bradenton State: Florida 34206
Telephone: 941/745-3700
Summary of work performed: Served as General Counsel to Port Authority for past four (4) years (2008 – December 2012). Also worked as Special Counsel to City of Bradenton Beach on a sunshine lawsuit when Mr. Chappie was Mayor (2006-2007).

NAME Cedar Hammock Fire District Contact: Randall Stulce, Fire Chief
Address: 5200 26th Street West
City: Bradenton State: Florida 34207
Telephone: 941/751-7090
Summary of work performed: Currently serve as General Counsel to Cedar Hammock Fire District.

NAME Lake St. Charles Comm. Develop. Dist. Contact: Antoinette "Toni" Leake, Dist. Manager
Address: 6801 Colonial Lake Drive
City: Riverview State: Florida 33578
Telephone: 813/741-9768
Summary of work performed: Currently serve as General Counsel to the Lake St. Charles Community Development District.

References (Town Attorney – Maggie D. Mooney-Portale)

Complete information below for five references (work performed within last 10 years):

NAME H. Hamilton "Chip" Rice Contact:
Address: 6806 Muncaster Court
City: Tampa State: Florida 33625
Telephone: 813/961-0809
Summary of work performed: Served with Mr. Rice as General Counsel to Manatee Port Authority and North River Fire District.

NAME Manatee County Commissioner Contact: Larry Bustle, Chairman
Address: Post Office Box 1000
City: Bradenton State: Florida 34206
Telephone: 941/745-3701
Summary of work performed: Worked closely with Commissioner Bustle for four (4) years when he served as Chairman of Manatee County Port Authority.

NAME Manatee County Commissioner Contact: John Chappie, Commissioner
Address: Post Office Box 1000
City: Bradenton State: Florida 34206
Telephone: 941/745-3700
Summary of work performed: Worked with Commissioner Chappie serving as General Counsel to Manatee County Port Authority. Also worked with Commissioner Chappie as Special Counsel to City of Bradenton Beach when he was Mayor.

NAME Southern Manatee/ North River/Parrish Fire Districts Contact: Michael Johnson, Fire Chief
Address: 12132 U.S. 301 North
City: Parrish State: Florida 34219
Telephone: 941/721-2093
Summary of work performed: Served as General Counsel and Special Counsel to Southern Manatee, North River and Parrish Fire Districts.

NAME Manatee County Supervisor of Elections Contact: Michael Bennett (former State Senator)
Address: 600 301 Blvd. W., Suite 108
City: Bradenton State: Florida 34205
Telephone: O: 941/741-3823 C: 941/773-2335
Summary of work performed: Worked for Mike Bennett as litigation counsel on several matters involving the development of Hawk's Harbor.

References (Alternate Town Attorney – Kelly M. Fernandez)

Complete information below for five references (work performed within last 10 years):

NAME City of Sarasota Nuisance Abatement Board Contact: Linda Holland
Address: 617 Gillespie Avenue
City: Sarasota State: Florida 34236
Telephone: 941/313-0201
Summary of work performed: Local government advisory board representation.

NAME Monica Simpson Contact:
Address: 7514 23rd Avenue Drive W.
City: Bradenton State: Florida 34209
Telephone: 941/962-2823
Summary of work performed: Provided advice and guidance while Ms. Simpson was Director of the Longboat Key Planning, Zoning and Building Department.

NAME Shaw Stiller, Esquire Contact:
Address: 1510 Hasosaw Nene
City: Tallahassee State: Florida 32301
Telephone: 850/216-0442
Summary of work performed: Mr. Stiller was General Counsel while Ms. Fernandez was employed at the Florida Department of Community Affairs.

NAME Anastasia Richmond Contact:
Address: 107 E. Madison Street, MSC-160
City: Tallahassee State: Florida 32399
Telephone: 850/717-8509
Summary of work performed: Ms. Richmond is a planner at the Florida Dept. of Economic Opportunity and worked with Ms. Fernandez on State planning issues while she was employed by the Florida Department of Community Affairs.

NAME Jim Syprett, Esquire Contact:
Address: 1900 Ringling Blvd.
City: Sarasota State: Florida 34236
Telephone: 941/365-7171
Summary of work performed: Collaborated on land use litigation involving the Town of Longboat Key.

References (Persson & Cohen, P.A.)

Complete information below for five references (work performed within last 10 years):

NAME Town of Longboat Key Contact: James L. Brown, Mayor
Address: 501 Bay Isles Road
City: Longboat Key State: Florida 34228
Telephone: 941/504-4273
Summary of work performed: Local municipal government representation

NAME Town of Longboat Key Contact: David R. Bullock, Town Manager
Address: 501 Bay Isles Road
City: Longboat Key State: Florida 34228
Telephone: 941/316-1955
Summary of work performed: Local municipal government representation

NAME Venetian Community Development District Contact: Tom Jones, Chairman
Address: 338 Montelluna Drive
City: North Venice State: Florida 34275
Telephone: 941/320-9160
Summary of work performed: Local government special district representation

NAME Bobcat Trail Community Develop. Dist. Contact: Louis Robbio, former Chairman
Address: 1230 Fishtail Palm Court
City: North Port State: Florida 34288
Telephone: 941/429-2194
Summary of work performed: Local government special district representation

NAME Lakewood Ranch Comm. Devel. Dist. 5 Contact: Thomas C. Bishop, Chairman
Address: 7043 Vilamoura Place
City: Bradenton State: Florida 34202
Telephone: 941/907-9183
Summary of work performed: Local government special district representation

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF FLORIDA COUNTY OF SARASOTA

DAVID P. PERSSON, being duly sworn, deposes and says: am the

PRESIDENT of PERSSON & COHEN, P.A.

the FLORIDA corporation described herein and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

BIDDER:

PERSSON & COHEN, P.A.
Print or Type Name of Entity

By: _____ David P. Persson
Signature Print or Type Name

March 15, 2013
Date

The foregoing instrument was acknowledged before me this 15th day of March, 2013, by David P. Persson, President
(name of officer of agent, title of officer or agent)
of Persson & Cohen, P.A. a Florida
(name of corporation acknowledging) (state or place of incorporation)

on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

Donna G. Barton
Signature of Notary

DONNA G. BARTON
Print or Type Name of Notary

DONNA G. BARTON
MY COMMISSION # EE108070
EXPIRES: August 26, 2015
Fl. Notary Discount Assoc. Co.

EE108070
Commission Number

Commission expires: 8-26-15

ORGANIZATIONAL STRUCTURE

How many years has your organization been in business: 23

How many years has your organization been in business under its present business name: 12

Under what other or former names has your organization operated:

Persson & Cohen, P.A. is a professional corporation which practices within the limited liability company of Hankin, Persson, McClenathen, Cohen & Darnell.

If a corporation, answer the following:

Date of incorporation: January 2, 2002
State of incorporation: Florida
President's name: David P. Persson
Vice president's name(s): Andrew H. Cohen
Secretary's name: Andrew H. Cohen
Treasurer's Name: David P. Persson

If a partnership or joint venture, answer the following: Date of organization:

Type of partnership (if applicable): _____
Name(s) of general partners: _____

If individually owned, answer the following:

Date of organization:

_____

Name of owner:

_____

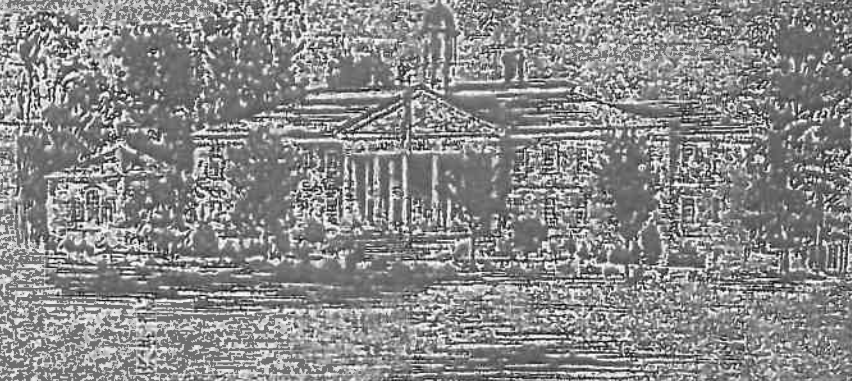
The Florida Bar
www.floridabar.org

Maggie D Mooney-Portale

Member in Good Standing **Eligible to practice in Florida**

ID Number:	- 555924
Address:	Hankin, Persson, McClenathen, Cohen, et al 1820 Ringling Blvd Sarasota, Florida 342365917 United States
Phone:	941.365.4950
Fax:	941.365.3259
E-Mail:	mmooney-portale@sarasotalawfirm.com
vCard:	?
County:	Sarasota
Circuit:	12
Admitted:	05/07/2002
Board Certification:	**Year** **Area** 2011 City, County & Local Government Law
Sections:	Environmental and Land Use Law City County and Local Government Law
Committees:	**Committee Name** **Office** **Term** Pro Bono Legal Services Committee 2015
10-Year Discipline History	**None**
Law School:	University of Florida, Fredric G. Levin College of Law
Graduation Year:	2001
Degree:	Doctor of Jurisprudence/Juris Doctor
Firm:	Hankin, Persson, McClenathen, et al
Website:	www.sarasotalawfirm.com
Firm Size:	6 to 10
Occupation:	Private Law Practice
Practice Areas:	Administrative City/County/Local Government Civil Litigation Environmental and Land Use Zoning, Planning and Land Use
Federal Courts:	U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida U.S. District Court, Southern District of Florida Florida Middle District Bankruptcy Court
State Courts:	Florida

The Florida Bar



be it known that

Maggie D. Mooney-Portale

has met the Standards of Certification
and is Board Certified as a specialist in

City, County and Local Government Law

and is granted the rights and privileges
appertaining to such certification

from
August 1, 2011
to
Jul[illegible] 2016

[illegible]

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www.floridabar.org

Kelly Martinson Fernandez

Member in Good Standing **Eligible to practice in Florida**

ID Number:	- 676081
Address:	Hankin, Persson, McClenathen, Cohen & Darnell 1820 Ringling Blvd Sarasota, Florida 342365917 United States
Phone:	941.365.4950
Fax:	941.365.3259
E-Mail:	kfernandez@sarasotalawfirm.com
vCard:	
County:	Sarasota
Circuit:	12
Admitted:	10/07/2003
Board Certification:	**Year** **Area** 2009 State and Federal Government and Administrative Practice
Sections:	Environmental and Land Use Law City County and Local Government Law Young Lawyers Division
10-Year Discipline History	**None**
Law School:	University of Florida, Fredric G. Levin College of Law
Graduation Year:	2003
Degree:	Doctor of Jurisprudence/Juris Doctor
Federal Courts:	U.S. District Court, Middle District of Florida

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[Revised: 03-03-2013]

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End of Agenda Item