



MEMORANDUM

City of Venice

Finance Department

TO: Ed Lavallee, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: March 11, 2021

COUNCIL APPROVAL: Yes

MEETING DATE: March 23, 2021

STRATEGIC PLAN GOAL: Provide Efficient, Responsive Government with High Quality Services

SUBJECT: Approval of an Agreement with Patrick J. Reilly, Esq., to Provide Professional Legal Services to Serve as a Code Enforcement Special Magistrate

Background: Request for Proposals (RFP) 3121-20 for Code Enforcement Special Magistrate was distributed on December 14, 2020. Three (3) proposals were received on January 5, 2021.

On February 17, 2021, an evaluation committee met to review, discuss, and score the proposals received. The three (3) proposals were scored and ranked.

- | | |
|----------------------------|------------|
| 1) Patrick J. Reilly, Esq. | 301 Points |
| 2) Thomas M. Thanas | 249 Points |
| 3) John K. Shamey, Esq. | 247 Points |

The three (3) firms were invited for interviews/presentations on March 5, 2021.

On March 5, 2021, the evaluation committee met again to hear oral presentations and conduct interviews with the shortlisted proposers. The proposers were ranked in the following order:

- 1) Patrick J. Reilly, Esq., 2) Thomas A. Thanas, 3) John K. Shamsey, Esq.

Staff has negotiated an Agreement with Mr. Reilly at an hourly rate of \$250 per hour to provide professional legal services to serve as a Code Enforcement Special Magistrate

Requested Action: Approval of an Agreement with Patrick J. Reilly, Esq., to provide professional legal services to serve as a Code Enforcement Special Magistrate

City Attorney Review/Approved: Yes

Risk Management Review: N/A

Finance Department Review/Approved: Yes

Funds Availability (account number): Funding is available within the City Attorney's operating budget

ORIGINAL(S) ATTACHED: Score Sheets, Notice of Shortlist, Notice of Intent, Agreement, RFP 3121-20, Proposals submitted in response to RFP 3121-20

Cc: : Kelly M. Fernandez, City Attorney

Jim Davis, Code Enforcement Supervisor

Request for Qualifications 3121-20
Summary Score Sheet

	Evaluator 1 Score	Evaluator 2 Score	Evaluator 3 Score	TOTAL POINTS
Dye Harrison Law Firm	67	85	97	249
Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.	79	71	97	247
Snyder and Reilly	101	103	97	301

RFP 3121-20
Individual Score Sheet

	QUALIFICATIONS & EXPERIENCE	LOCATION & RESPONSIVENESS	FEES AND COSTS	LOCAL PREFERENCE	TOTAL POINTS
SCORE	0.0 - 1.0	0.0 - 1.0	0.0 - 1.0	0 or 5	
Weight	60	30	10	1	
Dye Harrison Law Firm	0.6	0.6	0.8	5	67.0
Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.	0.8	0.6	0.8	5	79.0
Snyder and Reilly	1.0	1.0	0.6	5	101.0

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb
- VERY GOOD (0.8): To a high degree; better than above competent and/or skillful.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
- FAIR (0.4): Average, moderate, mediocre; adequate; sufficient; standard
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard
- UNACCEPTABLE (0.0):

RFP 3121-20
Individual Score Sheet

	QUALIFICATIONS & EXPERIENCE	LOCATION & RESPONSIVENESS	FEES AND COSTS	LOCAL PREFERENCE	TOTAL POINTS
SCORE	0.0 - 1.0	0.0 - 1.0	0.0 - 1.0	0 or 5	
Weight	60	30	10	1	
Dye Harrison Law Firm	0.8	0.8	0.8	5	85.0
Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.	0.6	0.8	0.6	5	71.0
Snyder and Reilly	1.0	1.0	0.8	5	103.0

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb
- VERY GOOD (0.8): To a high degree; better than above competent and/or skillful.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
- FAIR (0.4): Average, moderate, mediocre; adequate; sufficient; standard
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard
- UNACCEPTABLE (0.0):

Evaluator 2

RFP 3121-20
Individual Score Sheet

	QUALIFICATIONS & EXPERIENCE	LOCATION & RESPONSIVENESS	FEES AND COSTS	LOCAL PREFERENCE	TOTAL POINTS
SCORE	0.0 - 1.0	0.0 - 1.0	0.0 - 1.0	0 or 5	
Weight	60	30	10	1	
Dye Harrison Law Firm	1.0	0.8	0.8	5	97.0
Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.	1.0	0.8	0.8	5	97.0
Snyder and Reilly	1.0	1.0	0.2	5	97.0

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb
- VERY GOOD (0.8): To a high degree; better than above competent and/or skillful.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
- FAIR (0.4): Average, moderate, mediocre; adequate; sufficient; standard
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard
- UNACCEPTABLE (0.0):

Evaluator 3

Request for Proposals 3121-20
Summary Ranking from Presentations / Interviews

	Evaluator 1	Evaluator 2	Evaluator 3	Score from First Evaluation	Totals Score	Rank
Thomas A. Thanas Dye Harrisson Law Firm	2	2	1	n/a	5	2
John Shamsey, Esq. Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.	3	3	3	n/a	9	3
Patrick J. Reilly, Esq. Snyder and Reilly	1	1	2	n/a	4	1



CITY OF VENICE
401 W. Venice Avenue Venice, FL. 34285
NOTICE OF ACTION

REQUEST FOR PROPOSALS (RFQ) # 3121-20

RFP TITLE: Code Enforcement Special Magistrate

SUBMITTAL DEADLINE: January 5, 2021

SUBJECT: Notice of Shortlist

Based on Evaluation Committee's review of proposals on February 17, 2019. The City of Venice (City) has ranked proposers responding to the above referenced RFP as follows:

	Evaluator 1 Score	Evaluator 2 Score	Evaluator 3 Score	TOTAL POINTS
Dye Harrison Law Firm	67	85	97	249
Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.	79	71	97	247
Snyder and Reilly	101	103	97	301

The top three (3) ranked firms (**in bold font above**) will be invited for presentations and interviews as the next step in the process.

By: Peter A. Boers, CPPB, CPPO Date: 2/19/2021
Peter A. Boers, Procurement Manager



CITY OF VENICE
401 W. Venice Avenue Venice, FL. 34285

NOTICE OF ACTION

REQUEST FOR POPOSALS (RFP) 3121-20

RFP TITLE: Code Enforcement Special Magistrate

SUBMITTAL DEADLINE: December 14, 2020

SUBJECT: NOTICE OF RECOMMENDED AWARD

Based on Evaluation Committee's ranking of proposals on November 8, 2018. The City of Venice (City) has ranked proposers responding to the above referenced RFP as follows:

- 1. Patrick J. Reilly, Esq., Snyder and Reilly**
2. Thomas A. Thanas, Dye Harrisson Law Firm
3. John Shamsey, Esq., Fournier, Connolly, Shamsey, Mladinich & Polzak, P.A.

It is the City's intent to initiate contract negotiations with the top ranked firm (**in bold font above**).

By: Peter A. Boers, CPPB, CPPO Date: 3/05/2021
Peter A. Boers, Procurement Manager

**CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES AGREEMENT
FOR
RFP 3121-20 CODE ENFORCEMENT SPECIAL MAGISTRATE**

This AGREEMENT for professional legal services (hereinafter "Agreement") is entered into by and between the City of Venice, Florida, 401 West Venice Avenue, Venice, Florida, 34285, a political subdivision of the State of Florida (hereinafter "City") and Patrick J. Reilly, Esquire, whose address is 355 West Venice Avenue, Venice, FL 34285 (hereinafter "Attorney") as of the latest date appearing on the signature lines below.

WHEREAS, pursuant to the City of Venice, Florida Code of Ordinances ("Code"), Section 2-302, the City may retain the services of a special magistrate to hold quasi-judicial hearings and assess fines for violations of the City Code in accordance with the City Code, Chapter 162, Florida Statutes, or applicable Florida law; and

WHEREAS, the City has solicited for these professional legal services via RFP 3121-20 Code Enforcement Special Magistrate, an advertised request for proposals; and

WHEREAS, after review and consideration of the responsive proposals to RFP 3121-20 Code Enforcement Special Magistrate, the City intends to engage the Attorney to provide professional legal services to serve as a Code Enforcement Special Magistrate; and

WHEREAS, the Attorney is agreeable to providing the City the professional legal services and represents that it is capable and prepared to do so; and

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 -SCOPE OF SERVICES

1.1 The City does hereby retain the Attorney to furnish, provide, and perform the professional legal services (collectively, the "Services") described in the City's RFP 3121-20, Code Enforcement Special Magistrate, to include all attachments and addenda, and in the Attorney's response thereto, which are collectively made a part of this Agreement by reference.

1.2 The Attorney accepts such engagement and agrees to perform in a professional manner all services necessary to serve as Code Enforcement Special Magistrate to the extent reasonably required by the City. Patrick J. Reilly, Esquire, shall be the attorney responsible for all matters pursuant to this Agreement, unless specifically approved in writing by the City.

SECTION 2.0 - ADHERENCE TO LAWS

2.1 The Attorney shall adhere to all state and local laws, administrative orders, and rules, including rules regulating the Florida Bar and applicable ordinances and policies.

SECTION 3.0- TERM OF THE AGREEMENT

3.1 The initial term of this Agreement shall be for a three (3) year period with the opportunity for additional three (3)-year term renewals commencing upon the effective date and remaining in force and effect unless sooner terminated.

3.2 The City makes no representation to the Attorney relative to the number of matters that will be referred to the Attorney during the term of the Agreement.

SECTION 4.0 - COMPENSATION

4.1 As compensation for the Services to be provided by the Attorney hereunder, the City agrees to

pay the Attorney an hourly fee of two hundred fifty dollars (\$250.00), billable in two-tenths (0.2) hour increments. The hourly fee will be charged for attendance at and services related to any Special Magistrate meeting and hearings that are heard by the Attorney, as well as review, document preparation and legal research required by the meetings and hearings. Travel and per diem rates are included in the stated hourly fee.

4.2 The Attorney shall submit to the City invoices for the fees for those Services rendered, in arrears. The Attorney shall submit one monthly invoice for all Services performed during invoiced month.

4.3 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

City of Venice Florida
Attn: Accounts Payable
401 West Venice Avenue
Venice, Florida 34285

4.4 Intentional misrepresentations of billable hours and reimbursable expenses will be pursued to the fullest extent of the law.

SECTION 5.0 - ATTORNEY'S REPRESENTATIONS

In order to induce City to enter into this Agreement, the Attorney makes the following representations, upon which the City has actually and justifiably relied:

5.1 That the Attorney has examined and carefully studied all applicable documents, and that the Attorney has the experience, expertise, and resources to perform all required Services.

5.2 That the Attorney is satisfied as to the general and common conditions that may affect cost, progress, performance, or furnishing of the Services that may be performed pursuant to this Agreement.

5.3 That the Attorney is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

5.4 The Attorney has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

5.5 The Attorney now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

5.6 The Attorney shall not represent or advise a client in any manner directly adverse to the City unless the conflict is waived by the City. In the event the City refuses to waive a conflict that otherwise could be waived under the Florida Bar Rules of Professional Responsibility, the Attorney may elect to terminate this Agreement with the City.

5.7 The Attorney shall not undertake other appointments to an office, including other Special Magistrate or Special Master appointments, that may violate the dual-office holding prohibition as provided for in Article II, section 5(a), Florida Constitution.

SECTION 6.0 - ENTIRETY OF AGREEMENT

6.1 The City and the Attorney agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

6.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Attorney pertaining to the

Services, whether written or oral.

SECTION 7.0 - INDEPENDENT CONTRACTOR

7.1 The Special Magistrate position contemplated by this Agreement and City Code shall constitute an "office" for purposes of Article II, section 5(a), Florida Constitution. Notwithstanding the foregoing, the parties recognize that the Attorney's appointment to said office shall not change the Attorney's status as an independent contractor of the City. The Attorney shall not be deemed a full-time or part-time employee of the City.

SECTION 8.0 - TERMINATION OF AGREEMENT

8.1 The Attorney shall serve at the pleasure of the City Council and may be removed from performing the Services at any time, with or without cause, by a majority vote of the City Council present and voting. The Attorney may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the City. In the event the Agreement is terminated by the Attorney, or is terminated by the City for reasons unrelated to the quality of work provided by the Attorney, the City shall pay the Attorney, in full, for all work performed pursuant to the terms of this Agreement. This payment shall be the sole financial obligation or responsibility of the City for compensation hereunder in the event of termination. Upon termination of this Agreement, however terminated, the Attorney shall turn over to the City all work product completed or partially completed up to the date of termination. The City shall have full rights to use all such work products, and in any manner, in the sole discretion of the City.

SECTION 9.0 - INDEMNIFICATION AND LIABILITY

9.1 The Attorney's position as the City Special Magistrate constitutes an "office" for purposes of Article II, section 5(a), Florida Constitution, and the Special Magistrate shall be extended general liability coverage commensurate with the coverage provided to other officers and employees of the City acting within the course and scope of their duties.

9.2 Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 10.0 - MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 The Attorney binds itself, its heirs, partners, successors, assigns, and legal representatives to the City in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the City are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida.

10.4 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.5 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce

any provision hereof operate as a waiver of such provision or of any other provisions.

10.6 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Attorney, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 - PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Attorney's records associated with the services provided for in this Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Attorney agrees to comply with Florida's public records law by keeping and maintaining public records required by the City in order to perform the Services. Upon request from the City's Custodian of Public Records, the Attorney shall provide the City with copies of, or allow access to, the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Attorney shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Attorney does not transfer the records to the City. Upon completion of the Agreement the Attorney shall transfer, at no cost, to the City all public records in possession of the Attorney or keep and maintain all public records required by the City to perform the Services. If the Attorney transfers all public records to the City upon completion of the Agreement, the Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Attorney keeps and maintains public records upon completion of the Agreement, the Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

IF THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

SECTION 12.0 – E-VERIFY REQUIREMENT

12.1 Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

SECTION 13.0 - FORCE MAJEURE

13.1 The Attorney shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the, reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Attorney shall deliver written notice to the City describing the event in reasonably sufficient detail and how the event has precluded the Attorney from performing its obligations hereunder. The Attorneys obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Attorney to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Attorney shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Attorney shall keep the City duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 14.0 - ANNUAL APPROPRIATIONS

14.1 The Attorney acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Attorney under this Agreement is contingent upon an annual appropriation being made for that purpose.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA


CITY CLERK

BY: _____
MAYOR RON FEINSOD

Approved as to Form and Correctness

KELLY M. FERNANDEZ, CITY ATTORNEY

ATTEST:



Valerie L. AITKEN
Signed by (typed or printed)

PATRICK J. REILLY, ESQ.

BY: _____

