

CITY OF WILDWOOD

REQUEST FOR QUALIFICATIONS CITY ATTORNEY SERVICES

Sealed RFQ's will be received in the City Clerk's Office, **October 25, 2013, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Qualifications. Failure to follow these instructions could result in disqualification.

Questions regarding this proposal must be in writing and must be sent to Joseph Jacobs, City Clerk, email: jjacobs@wildwood-fl.gov; Fax 352.330.1338. All questions must be received by October 14, 2013.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualifications with the City Commissioners or any employee of the City of Wildwood, other than the City Clerk or as directed in the Request for Qualifications. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the RFQ and/or any future proposal.

Qualifications may be mailed, express mailed or hand delivered to:

**City of Wildwood
Joseph Jacobs, City Clerk
100 N Main Street
Wildwood, FL 34785**

CITY OF WILDWOOD

**Request For Qualifications
RFQ 2013-02: City Attorney Services**

Notice of Interest

Due: October 14, 2013 (5:00 PM EST)

Date: _____

Proposer

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Proposer's Signature: _____

(Duly Authorized)

Return To:

City of Wildwood
Joseph Jacobs, City Clerk
100 N Main Street
Wildwood, FL 34785
Fax: 352.330.1338

RFQ DUE BY: OCTOBER 25, 2013, 2:00 P.M.

INTRODUCTION

The City of Wildwood, a Florida municipal corporation, hereinafter referred to as the City, seeks the submittal of proposals from qualified attorneys who are interested in providing legal services to the City on a contractual basis. The City is governed by a five-member City Commission operating under the Commission-Manager form of government. The City Commission is responsible for enacting local legislation, adopting an annual budget, and appointing certain city officials, including the City Attorney. The City Attorney shall hold office at the pleasure of the city commission, and shall act as the legal adviser to, and attorney and counselor for the municipality and all its officers in matters relating to their official duties. He or She shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval or disapproval of its form.

The attorney selected must be a current member in good standing of the Florida Bar. Knowledge of and experience in Florida municipal law, including experience with Community Redevelopment Agency law, is preferred. Board certification by the Florida Bar in an appropriate field is a plus. Selected attorney must become familiar with the Charter of the City of Wildwood, the Code of Ordinances and the Land Development Regulations.

The City Commission will review the qualifications of all submitting individuals. The City reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any individual(s) submitting qualifications. Only those judged to be qualified would be further evaluated. Individuals may be interviewed by the City Commission. During the review process, and until the final selection has been made by the City Commission, proposers are prohibited from meeting with or discussing a submittal with any member of the City Commission and/or staff with the exception of the City Clerk, unless an interview is requested or clarification required on a proposal.

All interested parties must submit the requested information within the time frame provided herein. RFQ's shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the City to negotiate a Professional Services Agreement for the work described. The Professional Services Agreement will be for one (1) year, but terminable without cause upon written notice to the attorney by the City Commission, with the City's option of renewing the agreement for four (4) additional one-year periods.

SCOPE OF SERVICES

The City requires the full range of City Attorney services including, but not limited to the following:

1. To perform the duties and responsibilities pursuant to the Charter of the City of Wildwood and the general laws of the State of Florida.
2. Advise, research, assist and render written opinion to the City on a wide variety of legal areas including but not limited to: general municipal law, labor law, general, state and federal laws relating to municipal government, intergovernmental relations and rules and regulations.
3. Legal advisor and counselor for all departments and all of its officers in matters relating to their official duties.
4. Prepare, review, or advise on all contracts, bonds, and all other legal and official instruments in which the City is concerned and shall endorse on each his/her approval of the form and correctness.
5. Review all legal and contractual items for the agenda.
6. Advise, research and assist the City on a wide variety of legal areas including but not limited to: grants, budgets, bonds, user fees, impact fees, franchise fees, property taxes, special assessments, public disclosure issues, and laws against discrimination.
7. Advise, research and assist the City on a wide variety of legal areas including but not limited to: the preparation of ordinance and resolution development and interpretation, housing, subdivision and land use law, comprehensive planning, zoning regulations and property rights, eminent domain, economic development activities, public utilities, code enforcement, building codes, real estate law, annexations.
8. Advise, research and assist the City on a wide variety of legal areas including but not limited to: contract law, environmental law, franchise law, municipal leases, purchasing and procurement.
9. Advise, research and assist the City on a wide variety of legal areas including but not limited to: personnel matters including employee grievances, including advice on the creation of policies and procedures.
10. Advise, research and assist the City on a wide variety of legal areas including but not limited to: criminal prosecution, litigation and trial activity, tort law and proactive methods to avoid litigation.
11. Prosecute and defend on behalf of the City all complaints, suits and controversies in which the City is a party except where the City's defense is provided either by contract or law by a third party.
12. Furnish the City Commission, the City Manager and the head of any department, his/her opinion on any question of law relating to any matter concerning their respective power and duties.
13. Advise the City Commission as to their compliance or non-compliance with the provisions of the Charter and Florida Statutes.
14. Attend all meetings of the City Commission, unless excused, either in person or by his duly designated representative to supply those legal services as may be needed during the meeting.
15. Provide Counsel and legal services for City boards, task forces, committees duly authorized by City Commission.

16. Assist the City in preparation, drafting, revisions of codes, ordinances, resolutions, amendments, leases, policy and procedural manuals, and other documents at the request of the City Commission and/or City Manager.
17. Prepare documents necessary for land purchases and/or sales, including development of proper legal descriptions for such real estate transactions.
18. Submit, as part of the annual budget process, anticipated expenditures, and revenues.
19. Provide monthly report to Commission summarizing legal services activities.
20. Provide all required documentation to the external auditor as part of annual audit.
21. Coordinate and supervise, specialized legal services provided by outside counsel.
22. Keep the City Commission, City Manager, and City Clerk informed of legislation or judicial opinions that have potential impact to the City.
23. Meet with City Manager and/or designee on an as needed basis to provide for the operational necessity of the City.
24. Assist in preparation, drafting, revisions of contracts, amendments to the contracts and other legal documents at the request of the Commission and/or City Manager.
25. Advise City Commission, City Manager and City Clerk at least once a year on Sunshine Law and public records law, home rule, legislative and quasi-judicial bodies; and all other areas of municipal law, legislative and judicial opinions that could potentially impact the City.
26. Perform any other duties as assigned by the City Charter, or as directed by the City Commission.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The submittals should include the following:

1. **Letter of Transmittal:** Briefly state your understanding of the work to be done and provide a positive commitment to perform the work.
2. **Profile of Attorney and Qualifications:**
 - a. Describe your legal experience. Emphasize your experience and expertise in the area(s) addressed by this RFQ and how they will be brought to bear on the proposed work. This information should include prior municipal or other public sector experience, experience advising entities on Florida Sunshine and public records law and experience and any other background or experience which may be helpful in evaluating this proposal.
 - b. Provide a list of relevant academic training, degrees and board certifications.
 - c. List any disbarments, suspensions or other disciplinary actions which you have received from the Florida Bar or any other organized bar associations.
3. **Accessibility and Responsiveness:**
 - a. State the location of the office(s) from which you operate and accessibility to the City's needs, including office hours.

- b. Specify the individual(s), if any, that you would propose as substitute legal representation for the City, in the event of the absence or unavailability of the City Attorney.
 - c. Describe the response time the City can expect from the City Attorney to inquiries made by the City Commission and/or City Manager.
 - d. Identify the lead-time required for attending an unscheduled, urgent meeting.
4. **References:** Provide at least three (3) references, including name, title, address, phone number and e-mail address. Inclusion of the reference in your proposal is also agreement that the City may contact the named reference.
5. **Proposed Cost: (Attachment "B")** Please quote the dollar amount of fixed and/or hourly fees and costs for providing legal services to the City covered by your proposal. For the hourly fees, please identify the hourly rate of each attorney and support personnel. Also, state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, postage, etc.). Finally, indicate what your proposal is regarding reimbursement for travel, meals or mileage associated with serving as City Attorney.

The City requires detailed monthly billing statements that shall include, but are not limited to, the following items:

- a. Itemize the date of services.
- b. Identify the attorney and/or support personnel providing the services.
- c. List the time spent for each service or activity by tenths of an hour.
- d. Provide a detailed description of the services performed.
- e. State the fees for those services.
- f. Organize billing by department, type of services, and/or project.
- g. Itemize all associated costs and expenses related to the services.

The City will not provide any employee benefits including but not limited to health, life insurance, disability insurance, pension or retirement benefits. The City Attorney shall be an independent contractor and not an employee of the City.

SELECTION AND EVALUATION PROCEDURES

The evaluation criteria listed below will be utilized to evaluate the RFQ's. Interviews with individuals may then be scheduled with the City Commission before a final decision is made. The City shall be the sole judge of its own best interests, the RFQ's and the resulting negotiated agreement. The City's decisions will be final.

Individuals will be evaluated using a number of factors including, but not limited to, the following:

- 1. **Experience:** Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations (20 points)
- 2. **Qualifications:** Board Certifications, Degrees and other relevant training (20 points)

3. **Accessibility and Responsiveness:** Capability to perform legal services promptly and in a manner that permits the Commission and staff to meet established deadlines and to operate in an effective and efficient manner and the degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems (30 points)
4. **References** (10 points)
5. **Proposed Fee Schedule** (20 points)

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" and five (5) copies marked "COPY" of their proposal in a sealed envelope to the City Clerk. The envelope should be labeled "**RFQ #2013-02, City Attorney Services**" and marked with the respondent's name and address. RFQ's may be mailed or delivered to:

**City of Wildwood
Joseph Jacobs, City Clerk
100 N Main Street
Wildwood, FL 34785**

The submittal shall be received by the City only at the above address prior to **2:00 p.m., October 25, 2013.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Qualifications, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualifications with the City Commission, and any employee of the City of Wildwood, other than the City Clerk or as directed in the Request for Qualifications. This prohibition begins with the issuance of any Request for Qualifications and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the RFQ and/or any future proposal.

INSURANCE REQUIREMENTS

The selected individual, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The individual's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the City.

Professional Liability Insurance: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 (exclusive of defense costs) per occurrence.

Workers Compensation: Firm shall supply proof of coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100, each employee; and \$500,000 policy limit for disease.

INDEMNIFICATION

Individual shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to City), indemnify and hold harmless the City, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the City Attorney, any substitute, anyone direct or indirectly employed by either of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by individual in the performance of the work; or liens, claims or actions made by the individual or any substitute or other party performing the work.

PUBLIC ENTITY CRIMES STATEMENT

Pursuant to subsections 287.133(2) and (3), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort; and expects individuals that do business with the City to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The City hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFQ. Proposers should prepare their simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

APPLICABLE LAWS AND COURTS

This RFQ and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Sumter County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A Copy of the Professional Services Agreement *to be entered into with the successful proposer(s)* is included for review only with this RFQ as Attachment "A".

All contracts are subject to final approval of the City of Wildwood City Commission. Persons who incur expenses or change position in anticipation of a contract prior to the Commission's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Qualifications will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

UNAUTHORIZED ALIEN(S)

The ATTORNEY agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

LIMITATIONS

This request does not commit the City of Wildwood to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The City reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTACHMENT "A"
(FOR INFORMATIONAL PURPOSES ONLY)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2013, between the CITY OF WILDWOOD, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 100 N Main Street, Wildwood, FL 34785, hereinafter referred to as CITY, and _____ located at _____ hereinafter referred to as ATTORNEY.

WHEREAS, CITY in accordance with its Code desires to contract with ATTORNEY to serve as its City Attorney and particularize the services and compensation for that service; and WHEREAS, CITY has solicited these services in RFQ #2013-02, included by reference as to the scope of services contained herein; and

WHEREAS, ATTORNEY represents he/she is capable and prepared to provide such Services;

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

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Mayor.

1.2 The term of this Agreement shall be for one (1) year, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CITY shall have the option to renew the Agreement for four (4) additional one-year periods, as approved by the CITY, at the same terms and conditions by giving the ATTORNEY written notice not less than thirty (30) days prior to the expiration of the initial term.

1.4 The Commission will approve and the Mayor will execute each renewal or terminate the agreement at the end of any given term.

2.0 Services to Be Performed by ATTORNEY

2.1 ATTORNEY shall perform the services as generally described in the Scope of Work Exhibit "A".

3.0 Compensation

3.1 General

CITY shall pay ATTORNEY in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services. The CITY will not provide reimbursement for travel, meals or mileage.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Professional Services Agreement, after mutual written agreement of the

parties, annually beginning one year from the effective date of the agreement. The Mayor will approve and execute any fee schedule amendment.

3.1.5 Each individual invoice shall be due and payable fifteen (15) days after receipt by the CITY of correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

City of Wildwood
100 N Main Street
Wildwood, FL 34785
Or: finance@wildwood-fl.gov

4.0 Insurance

4.1 General Provisions

4.1.1 ATTORNEY shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY.

4.1.2 All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The ATTORNEY's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

4.1.4 If there is any failure by the ATTORNEY to comply with the provisions of this section, the CITY may, at its option, on notice to the ATTORNEY, suspend the work for cause until there is full compliance.

4.1.5 The ATTORNEY shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.6 In the event that substitutes used by the ATTORNEY do not have insurance, or do not meet the insurance limits, ATTORNEY shall indemnify and hold harmless the CITY for any claim in excess of the substitutes' insurance coverage.

4.1.7 The ATTORNEY shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

4.2 Professional Liability Insurance. \$1,000,000.00 exclusive of defense costs, per occurrence.

4.3 Worker's Compensation. \$100,000 each accident; \$100, each employee; and \$500,000 policy limit for disease.

5.0 Standard of Care

5.1 ATTORNEY has represented to the CITY that he/she has the experience necessary to perform the work in a professional and workmanlike manner.

5.2 ATTORNEY shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and ATTORNEY agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 ATTORNEY, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY) protect and hold CITY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), arising out of or resulting from (i) the failure of ATTORNEY to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by ATTORNEY of his/her obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of ATTORNEY's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of ATTORNEY, his/her substitutes, agents, employees and invitees; provided, however, that ATTORNEY shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

6.2.2 CITY review, comment and observation of the ATTORNEY's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 ATTORNEY agrees that he/she bears sole legal responsibility for his/her work and work product, and the work and work product of substitutes and their employees, and/or for ATTORNEY's performance of this Agreement and his/her work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 6 shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 ATTORNEY undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.3 ATTORNEY shall work closely with CITY in performing Services under this Agreement.

7.4 The ATTORNEY shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

7.5 ATTORNEY further warrants and represents that he/she has no obligation or indebtedness that would impair his/her ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The ATTORNEY hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business, and that he/she will at all times conduct his/her business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, ATTORNEY will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Substitutions

10.1 The CITY reserves the right to accept the use of a substitute if for any reason ATTORNEY is unable to provide services, including sickness, emergency situations or a conflict of interests. ATTORNEY is permitted to designate a qualified person to serve as substitute, subject to CITY's consent.

10.2 If a substitute fails to perform, as required by this Agreement, and it is necessary to replace the substitute, the ATTORNEY shall promptly do so, subject to acceptance of the new substitute by the CITY. Failure of a substitute to properly perform his/her obligations shall not relieve ATTORNEY of his/her obligations hereunder.

11.0 Federal and State Taxes

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to ATTORNEY. The ATTORNEY shall not be exempted from paying sales tax to his/her suppliers for materials to fulfill contractual obligations with the CITY, nor shall the ATTORNEY be authorized to use the CITY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

12.1 The ATTORNEY understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the ATTORNEY, relating to conviction for a public entity crime.

13.0 CITY's Responsibilities

13.1 CITY shall be responsible for providing information in the CITY's possession that may reasonably be required by ATTORNEY to provide services described in Section 2.0.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the ATTORNEY upon sixty (60) days prior written notice to the CITY.

14.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the ATTORNEY.

14.3 Unless the ATTORNEY is in breach of this Agreement, the ATTORNEY shall be paid for services rendered to the CITY's satisfaction through the date of termination.

15.0 Governing Law and Venue

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

16.0 Non-Discrimination

16.1 The ATTORNEY warrants and represents that all of his/her employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

17.0 Waiver

17.1 A waiver by either CITY or ATTORNEY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

18.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

18.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The CITY and the ATTORNEY 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.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and ATTORNEY pertaining to the Services, whether written or oral.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and ATTORNEY. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 CITY and ATTORNEY each binds itself/himself/herself and its/his/hers partners, successors, assigns and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

21.2 ATTORNEY shall not assign this Agreement without the express written approval of the CITY by executed amendment.

22.0 Contingent Fees

22.1 The ATTORNEY warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ATTORNEY to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the ATTORNEY, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Access and Audits

23.1 ATTORNEY shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the ATTORNEY's place of practice.

23.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wildwood shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the ATTORNEY, including accounting and legal fees, court costs and administrative expenses.

23.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

23.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

24.0 Notice

24.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by overnight courier service or by Certified Mail, postage prepaid as follows:

As to City: City of Wildwood
100 N Main Street
Wildwood, FL 34785
Attn:

As to ATTORNEY:

24.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

24.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ATTORNEY and CITY.

25.0 Service of Process

As to City: **City of Wildwood**
100 N Main Street
Wildwood, FL 34785
Attn: Mayor

As to ATTORNEY:

26.0 Contract Administration

26.1 Services of ATTORNEY shall be under the general direction of the City Commission, or their designee, who shall act as the CITY's representative during the term of the Agreement.

27.0 Annual Appropriations

27.1 ATTORNEY acknowledges that the CITY, during any fiscal year, 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, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

28.0 Unauthorized Alien(s)

28.1 The ATTORNEY agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

29.0 Limitation of Liability.

29.1 In no event, shall the CITY be liable to the ATTORNEY for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF WILDWOOD, FLORIDA

S E A L

Attest: _____
Joseph Jacobs, City Clerk

By: _____
Ed Wolf, Mayor

Date Approved by Commission: _____



ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has

produced _____ as identification and did certify to have knowledge of
(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and

sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ATTACHMENT "B"
Fee Schedule
SUBMIT WITH RFQ

	YEAR 1
	FY 2013 - 2014
Retainer fee	
Hourly Rate for Primary Attorney	
Hourly Rate for Other Attorneys (Please name):	
Hourly Rate for Support Personnel (Name or title):	
Minimum increments of time billed for each service (list):	
Itemized fees (please describe):	
Services/items provided at no cost (be specific)	