

City of South Daytona

Office of the City Manager

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3010 • FAX 386/322-3008



AGENDA ITEM

D13 DATE 10/13/20

MEMORANDUM

To: The Honorable Mayor and Members of the City Council

From: James L. Gillis, Jr., City Manager *JLG*

Re: Discussion of the Request for Proposals (RFP) Drafted for Contractual Legal Services and Job Description for Full-Time City Attorney

Date: October 7, 2020

The City Council requested an RFP be drafted for contractual legal services as well as a job description for a full-time City Attorney to aid in your discussion of the City's future legal needs.

As requested, attached as Exhibit A, is the RFP for the acquisition of municipal legal services on a contractual basis. The RFP was developed utilizing several current RFP's issued by various municipalities across Florida and the United States. It will serve as the document that will be used to secure a City Attorney on a contractual basis if the City Council decides to move in that direction. Individual attorneys and law firms would submit proposals based on their experience, approach and compensation needed to provide the required legal services. A selection committee would then be formed with staff and an appointed member of the City Council to rank the proposals and provide a recommendation to the City Council. The City Council will then authorize staff to begin contract negotiations with the top ranked firm or attorney first.

Attached as Exhibit B is the proposed job description that would be used to advertise and hire a full-time City Attorney if the City Council wants to move in that direction. The essential functions listed in the job description closely mirror the legal service requirements in the RFP. The only difference is that the contractual City Attorney, as sought after in the RFP, will work directly for the City Council and the full-time City Attorney will work under the direct supervision of the City Manager as an Exempt or "at-will" employee.

EXHIBIT A

RFP FOR CONTRACTUAL LEGAL SERVICES

REQUEST FOR PROPOSALS

CITY ATTORNEY
CONTRACTUAL LEGAL SERVICES

CITY OF SOUTH DAYTONA

RFP 21-001



Prepared By:

James L. Gillis, Jr.
City Manager

City of South Daytona
1672 South Ridgewood Avenue
South Daytona, FL 32119

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REQUEST FOR PROPOSALS (RFP)

**City Attorney
Contractual Legal Services**

RFP 21-001

INVITATION

The City of South Daytona, Florida does hereby intend to secure a highly qualified and experienced firm or attorney to provide municipal legal services as City Attorney on a contractual basis.

NOTICE IS HEREBY GIVEN that sealed proposals, from experienced and qualified individual attorneys or law firms wishing to serve in the capacity of City Attorney, will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **2:00 pm on Tuesday, November 10, 2020**. At that time, the submitted proposals will be publicly opened in the Council Chamber Room located inside City Hall. Proposals received after the above time and date will be returned unopened.

Qualified individual attorneys or firms must be knowledgeable in a variety of legal areas including, but not limited to, municipal law, land use and zoning, drafting of and the enforcement of legislation, administrative matters and legal proceedings, charter and code issues, code enforcement, contract law, federal and state laws, constitutional law, litigation in the Florida State and Volusia County court system, municipal leases and agreements, public records and the Sunshine Law.

The scope of work will include, but not be limited to, drafting and reviewing ordinances and resolutions, contract documents and correspondence; assist in review and preparation of agenda items for meetings; provide legal consultation, advice and written opinions to the City Council and City Manager upon request; prepare, review and approve all legal instruments affecting or pertaining to the City; prosecute and defend the City as to all civil complaints, lawsuits and controversies in which the City is a party; assist with the sale or purchase of real property; and review and prepare procurement documents including contracts in accordance with federal, state and local laws.

Required proposal documents pertaining to this request may be obtained at no charge via electronic mail by making a request to the City Manager at lgillis@southdaytona.org. The documents will also be made available at the Office of the City Manager located inside City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida 32119. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a proposal in response to this request.

The submittals received will be reviewed and ranked by a Selection Committee comprised of City staff and an appointed member of the City Council.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a service contract with the top ranked firm or attorney.

The City reserves the right to reject any or all proposals or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or attorney which, in its judgment, will best serve the City.

The successful respondent will be required to furnish and pay for Certificates of Insurance and meet other requirements as set forth in the proposal documents.

The City of South Daytona is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Proposals received by telephone, telegraph, or FAX will not be accepted.

CITY OF SOUTH DAYTONA
VOLUSIA COUNTY, FLORIDA

By: James L. Gillis, Jr.
City Manager

Published on: Wednesday, October 14, 2020

STATEMENT OF PURPOSE

The City of South Daytona intends to secure a highly qualified and experienced firm or attorney to provide municipal legal services in the capacity of City Attorney on a contractual basis.

CITY BACKGROUND AND DEMOGRAPHICS

The City of South Daytona is a community of nearly 13,000 residents located on the picturesque banks of the Halifax River in east Volusia County. With a palm-lined business corridor, the community is predominately residential with a small-town ambience and waterway access that epitomizes the Florida lifestyle. Located near the I-4 and I-95 interchange, big city amenities are just a short drive away. Incorporated on June 18, 1951, the City encompasses four square miles, bordered on the south by Port Orange and Daytona Beach to the north. Its compact size and hometown atmosphere promote a friendly and relaxed quality of life.

The total 2020 budget for the City is \$25 million, with a General Fund budget set at \$11.4 million. Additional demographic information is available from the Comprehensive Annual Financial Report (CAFR) and associated budget documents available at www.southdaytona.org.

DETAILED SCOPE OF WORK

The legal firm or attorney selected by the City Council to provide municipal legal services in the capacity of City Attorney is the primary legal advisor to the City Council and staff and also serves as the Board attorney for the Community Redevelopment Agency (CRAG), Planning and Appeals Board (PAB), Parks, Recreation and ADA Advisory Board (PRAAB) and South Daytona Community Trust (SDCT). The City Attorney is expected to attend all board meetings when held. The City Council typically meets once a month. The remaining boards meet when needed. As necessary, the City Attorney represents the City in judicial and quasi-judicial proceedings including Special Master hearings regarding code enforcement. It is estimated that the selected legal firm or attorney will spend an average of 50 hours per month on their duties as City Attorney for the City of South Daytona.

The City Attorney must provide clear and concise legal advice and consultation as requested or required by the City Council or City Manager. The City Attorney provides legal counsel in drafting, interpreting and implementing ordinances, resolutions and regulations; assists in review and preparation of agenda items for meetings including bid and consultant services procurement; negotiate agreements, leases and contracts as requested; provide legal advice and written opinions to the City Council and City Manager upon request on matters related to their official duties; assists in the drafting and review of the City's Comprehensive Land Use Plan and any amendments to it; renders opinions on legal issues affecting the City, and keeps the City Council and City staff informed of federal, state and local government laws, legislative issues and judicial opinions that could affect the City in any way. The City Attorney is expected to participate in negotiations with other municipalities or governmental agencies. The City Attorney will perform all legal work pertaining to property acquisitions, disposals, easement dedications and right-of-way abandonments.

The City Attorney will serve as legal representation of the City, its political subdivision, as well as individual councilmembers and other municipal employees who may be named as parties in their official capacities in any legal action as a result of the execution of official duties provided that any such representation does not give rise to a prohibited conflict of interest or the appearance of a conflict. The City Attorney will represent the City in preparation and prosecutions of ordinance violations in court as required. The City Attorney will consult and provide research and written opinions regarding potential risks to mitigate liability.

The City Attorney will provide legal services for such matters not covered above but which necessitates legal advice as required by the City Manager and determined by the City Council. The City Attorney is to maintain files consistent with records management requirements and provide the City Risk Manager and the City Manager copies of all pertinent pleadings and orders in all litigation that the City Attorney is handling.

RFP COORDINATOR

The coordinator for this Request for Proposals (RFP) is:

James L. Gillis, Jr.
City Manager
lgillis@southdaytona.org

The City will not respond to oral inquiries. Respondents may submit written (by email only) inquiries regarding this RFP to the coordinator. **Written inquiries must be received by October 30, 2020 to be considered.** The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website. **All addendums, including a statement if none are issued, will be posted on the City website on November 2, 2020.** It shall be the responsibility of the Respondent, prior to submitting a proposal, to determine if addenda were issued, acknowledging same, and incorporating them into the proposal.

CONTACT PROHIBITION

All prospective respondents are instructed **NOT** to contact any member of the City of South Daytona City Council or any staff member other than the City Manager, who is the coordinator and designated liaison for this solicitation, regarding this RFP. Any such contact shall be cause for immediate rejection of a submittal.

Oral presentations may be requested by the Selection Committee and City Council which are not prohibited under this paragraph.

PROPOSAL REQUIREMENTS

Respondents will submit one executed original and four copies of the sealed proposal, marked "Proposal for City Attorney", containing all required forms that must be received at the Office

of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, before **2:00 pm on Tuesday, November 10, 2020**. At that time, the submitted proposals will be publicly opened in the Council Chamber Room located inside City Hall. Proposals received after the above time and date will be returned unopened.

Proposals are to be submitted and accompanied by pertinent information relating to the attorney's or legal firm's experience and qualifications. Personnel, availability and capability of a firm or attorney to provide and perform all of the professional services necessary in a complete, effective and timely manner must be shown. In order for a response to be evaluated and considered, all requested information must be submitted with the response. Incomplete responses will be subject to disqualification. Respondents should prepare a straightforward and clear description of the respondent's ability to meet the requirements of the RFP.

The following information will be used for evaluating responses and will be based on considerations as listed below.

Respondent shall address each item specifically in the applicable response. The following information shall be provided in the order detailed. Failure to provide any one part of any section, without appropriate explanation, may result in disqualification of a submittal.

These items are required, but not necessarily scored. In addition to the information and documents requested above, each response shall include the following:

1. Title Page and Table of Contents:

List the RFP subject, the name of the individual attorney or firm, address, telephone number, facsimile, email address, contact person and date. Include a Table of Contents with clear identification of the material included in the submittal by page numbers.

2. Identification of Principal and Secondary Representatives:

For an individual, provide a resumé. For a firm, provide the name of the person who will provide the primary professional legal services to the City (as "City Attorney") and the names of one or more persons who will act in a back-up capacity. Provide resumés of the primary attorney (i.e., person proposing to serve as City Attorney) and of back-up attorneys who will assume responsibilities in the absence of the designated City Attorney. Resumés should include relevant academic training and degrees, description of prior experience in areas identified in the scope of professional services, number of years in practice, years with the firm, areas of responsibility, and other background or experience which may be helpful in evaluating the proposal (board certifications; experience in advising entities on Florida Sunshine and Public Records Laws; legislative and quasi-judicial bodies; Alternative Dispute Resolution (ADR) training, if any, experience and success record of advocacy in mediation and arbitrations, if any; litigation experience and track record, municipal or other public sector experience or any other relevant experience and training).

3. Letter of Interest:

Provide a letter describing the person's or firm's interest and introduction of the response which must be executed by the person or an authorized representative of the firm. The letter should also

include a brief overview of the person's or firm's work history and statement concerning the experience working for or with Florida municipal governments.

4. Approach to Providing City Requested Legal Services:

Provide a description of the person's or firm's approach that will be used and manner in which the respondent proposes to provide legal services to the City, to include, but not limited to, objectives, scope and methodology.

5. Approach to Providing Proactive Legal Services:

Provide a description of the person's or firm's approach towards providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within an established budget.

6. Experience, Qualifications and References (City Attorney/Firm and Proposed Staff):

The individual or the primary designated attorney and back-up attorneys must possess experience in the practice of Florida municipal law and in representing Florida municipal governments. A person or the designated attorneys in a firm must be licensed to practice law in Florida and be in good standing with the Florida Bar Association.

The person or the primary designated attorney in the firm must have a Juris Doctor (JD) degree and be licensed to practice law in Florida. For an individual, a minimum of ten (10) years of increasingly responsible legal experience in the practice of Florida municipal law is required. For a firm, a minimum of ten (10) years' experience in Florida in the practice of Florida municipal law is required.

Any other attorney(s) intended to serve as a back-up attorney(s) must also have a Juris Doctor (JD) degree and be licensed to practice law in the State of Florida, and must have at least seven (7) years' experience practicing in the field of Florida municipal governmental law.

Experience of attorneys should include representing Florida municipal governments in facets of daily government. Board Certification by the Florida Bar in the field of City, County and Local Government Law is helpful, but is not required.

The individual or the primary designated attorney and each back-up attorney(s) in the firm must disclose and describe any and all bar grievances, disciplinary actions or investigations, and ethics actions or investigations, as well as the results of each of the foregoing. The City will conduct a background check on selected candidates.

Provide the information above for any other personnel, if applicable.

7. Compensation or Fee Proposal:

Identify, in the response, the compensation or fees sought and, if applicable, the methodology to be used for charging the City on a monthly basis. It is estimated that the selected legal firm or attorney will spend an average of 50 hours per month on their duties as City Attorney for the City of South Daytona. The City is requesting fees to be submitted for at least one of the following options:

Option “A” – retainer/fixed fee cap (with a complete and detailed explanation of what it covers and what is not covered) plus hourly fees for litigation, special projects, or both, if not covered by a retainer. Please quote a fixed retainer fee to be charged for general governmental services and identify the items that are to be covered by the retainer. Also, clearly note any items the firm would not provide as part of the retainer services and that the firm prefers to bill on an hourly basis. Be specific. If there are any services routinely performed at no cost, list those services.

Option “B” – hourly fees for all work (no retainer/fixed fee). Please specify the dollar amount of hourly fees and costs the firm will charge for providing legal services to the City. For the hourly fees portion of the proposal, the firm should identify the hourly rate of the person to be designated as the City Attorney and the hourly rate of each back-up attorney and support personnel, such as paralegals. Identify the minimum increment of time billed for each service (e.g., telephone calls, correspondence, conferences).

Option “C” – Respondent’s choice. Clearly and thoroughly explain any billing methodology respondent wishes to propose. Use any combination of retainer and hourly rates that the respondent chooses to deliver the requested services.

In either option, the City will not pay for meals, lodging, travel time or mileage.

8. Litigation:

Provide a list of all judgments or lawsuits against the individual person or each firm attorney to be assigned to provide services, including the nature of each judgment or lawsuit and its resolution. Provide a list of all lobbyist(s) employed by the firm, and the local agencies, entities and general areas before which and in which they lobby.

9. Conflict of Interest/Ethical Considerations:

List any clients currently represented by respondent that could cause a conflict of interest with responsibilities to the City. Describe how the respondent will resolve these and any future conflicts of interest.

List any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, clients or any other entities.

Provide a list of other municipalities and other governmental entities currently being represented by the respondent.

Identify any potential conflicts of interest that the attorney or firm currently has or might incur while rendering services and how they will be resolved. For example, if the firm or attorney has represented a councilmember or city staff member or their interests in the past, this should be disclosed along with how the representation was resolved.

10. Location:

Provide the address of the primary office of the firm that will be providing legal services to the City. Provide a list and description of ownership, office location and principal office where the majority

of the City's work will be performed and contact information.

11. References:

Provide a list of five (5) references. Include contact names, titles, firm, government or company names, telephone numbers and email addresses.

12. Work Load:

For a firm, confirm that there will be no scheduling commitments on the part of the primary and back-up designees that will conflict with the meeting schedules for the City.

13. Certificate of Good Standing:

Respondents must be members in good standing with the Florida Bar to be eligible to perform the professional services required for this RFP. Evidence of such registration must be included with a submission. A "Certificate of Good Standing" is available on-line at www.floridabar.org through the members' portal under the "Additional Links" section on each member's page.

14. Proposal Acknowledgement (Form 1):

The proposal acknowledgement form, attached as Form 1, must be signed by an authorized agent.

15. Drug Free Workplace (Form 2):

The City of South Daytona is a Drug Free Workplace. It is a requirement that the attached Drug Free Workplace, attached as Form 2, be signed and returned with this response.

16. Public Entity Crimes Statement (Form 3):

Pursuant to Subsections 287.133(2) and (3), F.S., "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 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 s. 287.017 for CATEGORY TWO (currently, \$35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list". It is a requirement that the attached Public Entity Crimes Statement, attached as Form 3, be signed and returned with this response.

17. Non-Collusion Affidavit (Form 4)

It is a requirement that the attached Non-Collusion Affidavit of Prime Respondent form, attached as Form 4, be signed, notarized and returned with this response.

PROPOSAL DEVELOPMENT COSTS

The City shall not be liable for any expense incurred in connection with the preparation or submission of a response to this RFP. The Respondent shall prepare a response with the understanding that no claim for reimbursement shall be submitted for the expense of preparation, submittal or presentation of a response.

WITHDRAWAL OF PROPOSAL

No proposal shall be withdrawn for a period of ninety (90) calendar days from the proposal opening date.

SELECTION PROCESS AND CONTRACT NEGOTIATION

The submittals received will be ranked by a Selection Committee comprised of City staff and an appointed member of the City Council. The Selection Committee will present its rankings to the South Daytona City Council, recognize the top three legal firms or attorneys and recommend that staff negotiate a contract for municipal legal services in the capacity of City Attorney beginning with the highest ranked first. In the event City staff cannot negotiate a satisfactory contract with the number one ranked legal firm or attorney, negotiations shall begin with the second ranked respondent. This process will be repeated, each time moving to the next ranked respondent. If the third legal firm or attorney cannot be negotiated with successfully, the legal services contract is to be reevaluated and considered for re-advertising.

All responses will be screened to ensure that all qualifications and requirements of the RFP are met. The Selection Committee and City Council may conduct oral interviews with respondents as deemed necessary, regarding a respondent's qualifications, experience, references, compensation sought and approach in providing legal services. Respondents are advised, and should take into account in the preparation of a response, that the evaluation for the respondent's qualifications shall include, but is not limited to, consideration of the respondent's experience in Florida municipal law and availability, capabilities and retainer or hourly billing rate or other compensation sought.

The City reserves the right to reject any or all proposals or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the legal firm or attorney which, in its judgment, will best serve the City.

The information listed in the RFP is to establish quality standards, not to limit competition. The respondent may offer any alternate which meets or exceeds the quality of specifications for any item or service. If proposals are based on equivalent services, indicate on the response form the deviations submitted in enough detail information for the Selection Committee to make an honest determination.

The City Council shall be the final judge as to the merits of the proposals received, and the resulting appointment or contract. The City Council decision will be final.

The City reserves the right to accept or reject any or all submissions, to accept all or any part of a submission, to waive irregularities and technicalities, to request a resubmission, if it is deemed in the best interest of the City and to terminate the RFP process at any time. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate a response as it deems necessary, and to determine the ability of any respondent to perform the work or services requested. The respondent upon request shall provide information the City deems necessary in order to make a determination. The City, in its sole discretion, may retain other attorneys, firms or both for specialized tasks and services if it determines such

arrangements are in the City's best interest. The City reserves the right to negotiate fee proposals, terms and conditions in an appointment or a contract.

APPOINTMENT / CONTRACT AWARD / TERM OF CONTRACT

The City Attorney is appointed by and serves at the pleasure of the City Council pursuant to a Resolution. The contract term will be for five (5) years with three 1-year renewals possible upon mutual agreement between the selected legal firm or attorney and the City of South Daytona. All renewals must be executed by both parties prior to the expiration date of the contract. The contract can be cancelled at any time through simple majority vote of the City Council.

The City reserves the right to appoint or designate one person to serve as the City Attorney or to award a contract to the most qualified firm, as determined by the City Council. The term of any contract shall commence upon signing.

The contract to be awarded is subject to negotiation and can be modified by the City Council. Respondents understand that this RFP does not constitute an appointment or a contract with a respondent. A proposal is not binding until proposals are reviewed, accepted, and an appointment is made, or a contract is executed by the parties.

A contract awarded or appointment made may not be exclusive. The City reserves the right to appoint a person or contract with a firm for specialized legal services, as deemed necessary.

INSURANCE REQUIREMENTS

If an individual is selected, insurance as specified below shall not be required, except as to the individual's personal automobile coverage and professional liability insurance, as further described below.

Before performing any services, a firm or attorney shall procure and maintain, during the life of the agreement or service the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers having a financial strength of "A, VII" as rated by A.M. Best, and approved and licensed by the Insurance Department of the State of Florida.

1. **Workers' Compensation:** Firms shall supply proof of coverage to apply for all of the Firm's 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; \$100,000 each employee and \$500,000 policy limit for disease. Waiver of Subrogation in favor of the City of South Daytona is required. Single attorney respondents are not required to have this type of insurance.
2. **Professional Liability Insurance:** For a firm or single attorney, professional liability or malpractice or errors and omissions insurance shall be purchased and maintained with a minimum \$1,000,000, per occurrence, for the engagement, with a \$2,000,000 policy-term aggregate. If claims-made coverage is provided, coverage must apply during the entire

contract term and for three (3) years following contract expiration or termination.

3. Comprehensive Commercial General Liability Insurance: For a firm, minimum \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed operations. Aggregate must apply separately to an agreement. Occurrence form required. City of South Daytona is to be included as Additional Insured. Single attorney respondents are not required to have this type of insurance.
4. Automobile Insurance: A firm shall supply proof of commercial policy and individuals shall supply proof of current auto coverage, to include all vehicles owned and leased, with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement. If an individual attorney is selected, Automobile Insurance coverage, as specified above, is required with limits of not less than \$300,000.

A Certificate of Insurance is to be issued to the City and current Certificates are required to be on file during the term of the appointment or contract. All policies must provide at least ten (10) days' notice of non-renewal or cancellation to the City. If policies do not contain such a provision, respondent shall be responsible to provide such notice directly to the City. All certificates of insurance must be on file with and approved by the City Risk Manager before commencement of any work activities under an appointment or contract.

The selected individual or firm shall be solely responsible for payment of all premiums for insurance. Any and all deductibles related to the above referenced policies are to be the responsibility of the selected individual or firm. Insurance is considered primary for any loss, regardless of any insurance maintained by the City. The selected individual or firm is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or proportion of any loss that is not covered by any available insurance policy.

If the selected individual or firm cannot produce the required insurance coverage, the City may cease negotiations with that individual or firm and commence negotiations with the next ranked individual or firm. The City shall retain the right to review and modify, at any time, coverages, forms, and amounts of insurance.

REGULATIONS

Violation of any local, state or federal law in the performance of the appointment or contract shall constitute a material breach of the appointment or contract.

AMENDMENT

The individual attorney or firm selected understands and agrees that a resolution adopted by the City Council for an appointment or the contract awarded to a firm constitutes the sole and complete understanding between the parties and supersedes all other or prior agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to the resolution or contract is enforceable, unless agreed to in writing by both parties and

incorporated into a resolution or contract.

ASSIGNMENT; SUBCONTRACTING

The selected attorney or firm shall not assign or subcontract any interest in the appointment or contract and shall not transfer any interest in it (whether by assignment, subcontract or otherwise) without the prior written consent of the City Council, provided, however nothing contained in this provision by way of prohibition shall prohibit a selected firm's routine assignment of tasks and positions among employees provided to perform work; furthermore, in no event shall such non-prohibited internal assignments or changes in positions affect the specific appointment of the City Attorney.

LIABILITY OF ATTORNEY OR FIRM

The individual attorney or firm shall indemnify and hold harmless the City, its City Councilmembers, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorney fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorney fees), to the extent caused by the negligence, recklessness, or wrongful conduct of the person or firm's attorneys, officers, employees, agents, and other persons employed or utilized by the firm in the performance of or the failure to perform the contract.

In the event of a claim, the City shall promptly notify the firm in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in the contract.

The City shall provide available information and assistance that the person or firm may reasonably require regarding any such claim. The agreement for indemnification shall survive termination or completion of the appointment or contract.

Nothing in the appointment or contract shall be deemed to affect the rights, privileges and immunities of the City, as set forth in Florida Statutes, Section 768.28.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of South Daytona, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, notifies all Respondents that it will ensure that in any appointment or contract entered into pursuant to this solicitation, minority business persons or enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the ground of race, color, religion, national origin, sexual orientation, or age in consideration for an award.

PROPOSAL ACKNOWLEDGEMENT (FORM 1)

I, the undersigned, do hereby agree to all terms and conditions set forth within this RFP. I attest by way of my signature below that I am authorized by the company I represent to enter information pertinent to a final contract. I further state the information within this qualification statement is true and not a sham nor misrepresentation of the service or reputation and abilities of my company.

I _____ have, _____ have not examined the necessary documents prior to presenting my proposal.

Company: _____

Address: _____

Telephone: (____) _____ fax: (____) _____

Email: _____

Individual or Type of Business (Corporation, Partnership, Other (Specify):

Tax ID Number (FEIN/SSN): _____

Authorized Signature: _____

Title: _____

(Print/type name as signed above) _____

Date Submitted: _____, 2020

DRUG FREE WORK PLACE CERTIFICATE (FORM 2)

"I, the undersigned, in accordance with Florida Statute 287.087 hereby certify that

Name of Firm or Individual

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace given above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment and available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee, engaged in providing commodities or contractual services that are under bid, proposal or qualification statement, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid, proposal or qualification, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this entire section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Date

Personally appeared before me, the undersigned authority, on this _____ day of

_____, 20_____.

NOTARY PUBLIC

My commission expires: _____.

PUBLIC ENTITY CRIMES – SWORN STATEMENT (FORM 3)

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 proposal or qualification statement on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____,
(Name and Title of Business Representative)

who is authorized to represent _____,
(Business Name)

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(Signature)

(Date)

Personally appeared before me, the undersigned authority, on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____.

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____
Title Firm/Company
The respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from responding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of South Daytona, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)
Notary Public

(Serial Number)
(Notary's Seal)

EXHIBIT B

JOB DESCRIPTION FOR FULL-TIME CITY ATTORNEY



City of South Daytona

City Attorney

JOB DESCRIPTION

Department: Executive
Category: Exempt
Pay Classification: 33

Effective: October 2020

POSITION OBJECTIVES

Under the direct supervision of the City Manager, performs highly responsible administrative work. The position will oversee the coordination, administration and management of all legal matters concerning the City. Work requires the exercise of initiative, independent judgment, and discretion in various clerical duties.

ESSENTIAL FUNCTIONS

- Provide legal advice, direction and recommendations to all staff in the best interests of the City while keeping in mind the duties, objectives, obligations and functions of the City.
- Serve as the advisor and consultant in the resolution of complex legal matters on behalf of the City, outside counsel and other parties, when necessary.
- Provides legal opinions and advise on all matters including Public Records Law, ethics, Sunshine Law, etc.
- Attend and provide legal counsel at all regular and special meetings of the City Council and City Boards.
- Prepare or review all ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with preparation of those documents. This activity shall include providing assessments of legal risks inherent in any proposed course of action, present legislation, or practices of the City.
- Prepare oral or written opinions on legal matters as required by the City Council and/or City Manager.
- Negotiate and prepare agreements, leases, contracts or similar documents as requested.
- Review and comment on contract form(s) between the City and Independent contractors.
- Upon request, perform investigations that may require interviewing the witnesses, taking testimony, review reports and legal research.
- Participate in meetings and/or telephone conferences with the City Manager and/or City Staff.
- Assist in the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; operations governed by law; liability situations; grant guidelines; pension law; and other matters as necessary requiring legal advice.

- Interpretation of City Ordinances and prosecution of local ordinance or zoning violations in any court, if the State Attorney is not handling prosecution.
- Maintain legal files and provision to the City Manager of copies of all correspondence and of all pleadings and orders in all litigation.
- Research legal issues, prepare memoranda and present findings.
- Respond to public records requests related to legal issues.
- Interpret federal, state, local laws pertaining to contracts, real estate transactions, local public agencies, construction, land use and development and lending.
- Maintain current knowledge and keep the City Manager informed of legislation, judicial opinions, legal issues and precedents that may have potential impact to the City.
- Oversee litigation in which the City is represented by the City's insurer.
- Conduct labor negotiations and assist with labor relation matters.
- Serve as Deputy City Clerk and all duties assigned as such.
- Review and/or assist with drafting all new City policies.
- Other duties as needed and as assigned.

(The above are the essential functions required to perform the position of City Attorney, the move of which would fundamentally change the job. These are intended only as illustrations of various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Juris Doctor degree and a member in good standing with the Florida Bar.
- Minimum of ten (10) years' experience in government or public sector.

CERTIFICATIONS, LICENSES, REGISTRATIONS

- Must possess a valid driver's license.

KNOWLEDGE, SKILLS, and ABILITIES

- Ability to quickly become knowledgeable in City ordinances and resolutions.
- Must have great people skills.
- Ability to communicate ideas and information in an effective, clear and concise manner both orally and in writing with internal and external parties.
- Skill in dealing tactfully and effectively with citizens in a wide variety of situations.
- Ability to keep records and prepare reports.
- Working knowledge of personal computer and ability to use database computer software applications.
- Must have strong organizational skills with an attention to detail.
- Must be self-motivated, a self-starter with the ability to manage multiple tasks and work under pressure to meet deadlines efficiently and effectively with minimal direction.

- Possess strong interpersonal skills with the ability to develop and maintain excellent rapport and cooperative relationships with supervisor, co-workers, public officials, city representatives, partner organizations, stakeholders, vendors, businesses and the general public.
- Knowledge of MS Office Systems and Office Suites (Word, Excel, Outlook, etc.).
- Knowledge of laws, regulations and practices governing the City.

PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate concisely both orally and written
- Primarily stationed in an office environment

(Reasonable accommodations will be made for otherwise qualified individuals with a disability)

WORK ENVIRONMENT

The work environment characteristics described here are representative of those the employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The primary work environment includes indoor office work behind a desk.

The above statements are intended to describe the general nature and level of the work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of the personnel so classified. The tasks and procedures involved in the performance of the essential job functions may vary from day-to-day. Major changes in areas of responsibility may occur, as directed by management, and will require revision of this job description.

I have read the above job description and any attachments and understand the Essential Functions of the job and its mental and physical requirements. I hereby certify that I am qualified to perform this job and can perform the essential functions, with or without a reasonable accommodation. (Please list any requested accommodations(s) below if an accommodation is necessary to perform the essential functions of this job.)

Name

(Please Print)

Signature

Date

Accommodations as requested (enter none if no accommodation is required):

