

ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS



REQUEST FOR QUALIFICATIONS  
**RFQ # 19-24 Rebid**

**CODE ENFORCEMENT SPECIAL MAGISTRATE**

Opening/Deadline Date:  
**2:00 pm, December 19, 2018**

Any response received after the above submittal deadline will  
not be considered.

Question/Inquires Contact: Mandy Mullins, Purchasing Agent  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, FL 32601  
Phone: (352) 374-5202  
E-mail: [mmullins@alachuacounty.us](mailto:mmullins@alachuacounty.us)

## **GENERAL INFORMATION/SCOPE AND OBJECTIVES**

Alachua County (“County”) seeks to retain the services of a Code Enforcement Special Magistrate (“Special Magistrate”) to hear alleged violations of the Alachua County Ordinances. As set forth in the Minimum Qualifications and Requirements section set forth below the Special Magistrate must be licensed to practice law in the State of Florida and currently be in good standing with the Florida Bar.

This solicitation does not commit the County to award any contract, to pay costs incurred in the preparation of any response to this solicitation, or to procure or pay for any services.

The County reserves the right to request additional information and clarification of any information submitted, including any omission from the original Response. All responding parties will be treated equally.

The Attorney submitting the most responsive and responsible Request for Qualifications (RFQ) consistent with the criteria set forth herein will be recommended to the Alachua County Board of County Commissioners for approval and contract negotiations.

The County will negotiate a contract with any, all, or none of the qualified responding Attorneys. Any contract/s resulting from this solicitation will go before the Alachua County Board of County Commissioners for approval.

## **INDEMNIFICATION**

To the maximum extent permitted by Florida law, the Attorney shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys’ fees and paralegals’ fees, whether resulting from any claimed breach of this Agreement by the Attorney or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Attorney or anyone employed or utilized by the Attorney in the performance of this Agreement. Furthermore, the Attorney shall defend, indemnify and hold harmless the County and its officers and employees from any and all attorney’s fees and cost that may be claimed or awarded to any defendant that is a party to any litigation prosecuted by the Attorney under the resulting contract for legal services.

The duty to defend is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Attorney, the County and any indemnified party. The duty to defend will arise immediately upon presentation of a claim by any party and written notice of such claim being provided to the Attorney. The Attorney’s obligation to indemnify and defend will survive the expiration or earlier termination of the contract for legal services until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified is fully and finally barred by the applicable statute of limitations.

Nothing contained herein or in the contract for legal services shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

## INSURANCE

### TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

The Attorney shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Attorney, his agents, representatives, employees or subcontractors.

### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

### AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

### WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

### PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages:

The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Attorney; or automobiles owned, leased, hired or borrowed by the Attorney.

The Attorney’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee’s or volunteers shall be excess of the Attorney’s insurance and shall be non-contributory.

All Coverages:

The Attorney shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**SUBCONTRACTORS**

The Attorney shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

**The Certificate of Insurance must include the following:**

**Department Contact:** Stephen Hofstetter

**Department:** Alachua County Environmental Protection Department

**Phone:** 352-264-6800

**Email:** [shofstetter@alachuacounty.us](mailto:shofstetter@alachuacounty.us)

**RFQ:** 19-24 Code Enforcement Special Magistrate

**PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by other applicable State and Federal Laws, including but not limited to Section 119.07(1)(b), Florida Statutes, this solicitation and all responses thereto will eventually be in the public domain and are available for public inspection. All Attorneys are requested, however, to identify with specificity any information contained in their responses which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, specifically citing the applicable exemption under Florida law. Be aware that the designation of an item as exempt from public disclosure may be challenged in court by any person or entity. By designation of material in its response as exempt from public disclosure, the submitting Attorney agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Attorney designation of material as exempt from public disclosure and to hold the County (and its employees, agents and elected officials) harmless from any award to a plaintiff for damages, costs and attorneys’ fees incurred by the County by reason of any claim or action related to the responding Attorney designation of material as exempt from public disclosure. Any submittal where the entire submittal is labeled as exempt from public disclosure will be rejected without review and all pages not reviewed will be returned to the submitting party. All submittals accepted in response to this solicitation will become the property of the County and will not be returned.

**MINIMUM QUALIFICATIONS AND REQUIREMENTS**

Appointment. The Board of County Commissioners may appoint one or more qualified individuals to act as a Special Magistrate to hear alleged violations of the Alachua County Code of Ordinances.

Candidate qualifications. To be considered by the Board of County Commissioners for appointment or reappointment, a candidate for Special Magistrate shall have the following minimum qualifications:

Membership, in good standing, with the Florida Bar at the time of appointment or reappointment and for the previous 5 years;

Residence or place of business within Alachua County, Florida; and

Reputation in the community for integrity, responsibility and professional ability and

Environmental and Government law experience is preferred.

Failure to meet the above minimum qualifications will prevent presentation to the board.

### **EVALUATION PROCESS FOR RESPONSES AND COUNTY'S RIGHT**

Qualified and responsive submittals will be presented to the Board of County Commissioners for appointment. Responses to this solicitation may be incorporated in whole or in part, at the County's sole discretion, in the contract for legal services and, while a Florida licensed attorney in good standing with the Florida Bar is anticipated to sign the contract for legal services, all firms associated with the response will be jointly and severally bound by the terms contained therein and may be required to sign onto the agreement as an additional party thereto.

Responses to this RFQ will be evaluated according to the criteria below:

- Method of pricing proposed including both hearing time and non-hearing time.
- Approach to legal services post-hearing services.
- Adherence to requirements of RFQ

Attorney submitting a response to this solicitation are not under any circumstance entitled to costs for preparation of their submittal or participation in any part of the solicitation process.

The County retains the right to reject any or all submittals for any reason it deems as being in the best interests of the County, including, but not limited to, if:

Submittals that misstate or conceal any material fact;

The submittal does not strictly conform to the law or requirements of the solicitation.

### **SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

The RFQ must be received by Alachua County Division of Purchasing, 3rd Floor County Administration Building, 12 SE 1st Street Gainesville, Florida 32601 no later than **2:00 P.M. EST, December 19, 2018**. Please provide one (1) hard copy and one (1) electronic copy (flash drive) of your submittal. Each submittal must be placed in a sealed box or envelope and labeled on the outside of the box or envelope: **"RFQ: 19-24 Code Enforcement Special Magistrate"**.

For any questions, contact Mandy Mullins at [mmmullins@alachuacounty.us](mailto:mmmullins@alachuacounty.us). All questions must be **received in writing** via email by **December 10, 2018, midnight**. Oral answers will not be authoritative.

Interested attorneys shall provide the following information in a format not exceeding fifteen (15) pages (excluding exhibits) tabbed as enumerated below:

1. The information necessary to demonstrate satisfaction of the minimum qualifications/requirements set forth above, which shall include but not be limited to the following:
  - a) A detailed submittal of the responding attorney's experience in providing the required services;
  - b) The responding attorneys Florida Bar numbers and other applicable license numbers;

### **PROHIBITED COMMUNICATIONS**

To ensure fair consideration for all Attorneys, the County prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided below. Additionally, the County prohibits communications initiated by an Attorney to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

1. Any communication between Attorney and the County will be initiated by the County's Division of Purchasing in order to obtain information or clarification needed to develop a proper, accurate evaluation of the submittal. Communications initiated by an Attorney to anyone other than the appropriate Purchasing Agent may be grounds for disqualifying the offending Attorney from consideration of award of the proposal being evaluated and/or any future proposal.
2. It will be the responsibility of the Attorney to contact purchasing prior to submitting a RFQ to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

Communication by attorneys that are under existing contracts with the County is limited to the extent that such communication is required to provide services pursuant to the existing contract(s).

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and \_\_\_\_\_ doing business at \_\_\_\_\_ hereinafter referred to as "Professional". Collectively, the County and the Contractor shall be referred to herein as the "Parties".

### **WITNESSETH**

**WHEREAS**, the County issued Bid or RFP # \_\_\_\_\_ seeking qualified Professionals to furnish \_\_\_\_\_, in Alachua County, Florida, for the benefit of \_\_\_\_\_; and

**WHEREAS**, after evaluating and considering all timely responses to Bid or RFP # \_\_\_\_\_, the County identified the Professional as the top ranked firm; and

**WHEREAS**, the County desires to employ the Professional to provide the services described in Bid or RFP # \_\_\_\_\_ and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term**. This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through \_\_\_\_\_ (the "Initial Term") unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for \_\_\_\_ additional \_\_\_\_ year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice \_\_\_\_\_ by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges and agrees that the County's review or inspection of the Services performed by Professional shall in no way diminish the Professional obligations to perform the Services in full compliance with the requirements of this Agreement nor shall it diminish Professional's warranty pertaining to the Work.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1"** (hereinafter, the Services")
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**
5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
  - 5.1. The Professional shall be paid a sum that SHALL NOT EXCEED \_\_\_\_\_ (\$\_\_\_\_\_) during the Initial Term of the Agreement ("Annual Contract Price"), unless approved by the Board of County Commissioners.
  - 5.2. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following Services or costs outlined below. The Professional will invoice for reimbursable Services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.
    - 5.2.1.1. Expenses for travel when traveling in connection with provision of Services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
    - 5.2.1.2. Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;
    - 5.2.1.3. If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

**OR:**

5.2 No additional reimbursable expense will be paid under this Agreement.

5.3. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit "1."**

5.4. As a condition precedent to being owed any payment under this Agreement, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for Services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in



support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Dept Director  
Dept: \_\_\_\_\_  
Address  
Gainesville, Florida, \_\_\_\_\_

5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Company  
Address  
City/State/Zip  
ATTN: \_\_\_\_\_

**IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 6 BELOW**

6. **Alachua County Minimum Wage:** The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.1. Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits are not provided (collectively, the "Minimum Wage").

6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.3. The Professional must provide certification, **Exhibit \_\_\_\_**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

- 6.4. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered Services aware of the requirement
- 6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 6.6. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and subcontractor

**7. Personnel.**

7.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the following Parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<i>[list]</i>	<i>[list]</i>

7.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The \_\_\_\_\_ (manager) may authorize changes to this list in writing.

**8. Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

County:  
 Title  
 Dept  
 PO Box  
 Gainesville, FL

Professional:  
 Company  
 Address  
 City/State/Zip  
 Attn: \_\_\_\_\_

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II  
 Clerk of the Court  
 12 SE 1<sup>st</sup> Street  
 Gainesville, FL 32602  
 Attn: Finance and Accounting

And to

Procurement Division  
 12 SE 1<sup>st</sup> Street

## **9. Default and Termination.**

- 9.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The \_\_\_\_\_ Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Professional (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Professional will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all Services completed prior to any notice of termination.

## **10. Project Records.**

### **10.1. General Provisions:**

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 10.1.3. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2. **Confidential Information:**

10.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

10.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

- 10.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 10.4. **Compliance:** A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS**

## RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

11. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
12. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit “3.”** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.
13. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
14. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

### 15. **Indemnification**

15.1 To the maximum extent permitted by Florida law, the Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of this Agreement. Professional agrees that indemnification of the County shall extend to any and all Work performed by the Professional, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

15.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

OR: IF FOR ARCHITECTURAL. ENGINEERING OR SURVEYING AND MAPPING SERVICES

14.1 The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Design Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

15.1. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

- 16. Standard of Care.** The Services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar Services at the time and place such Services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
- 17. Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
- 18. Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 19. Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
- 20. Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
- 21. Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 22. Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 23. Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 24. Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
- 25. Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 26. Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

- 27. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 28. **Amendments**. The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
- 29. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 30. **Counterparts**. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
- 31. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
- 32. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_, Chair  
 Board of County Commissioners  
 Date: \_\_\_\_\_

**IF CONTRACT IS LESS THAN**

**\$50,000 CAN BE  
 SIGNED BY COUNTY MANAGER**

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
 Jesse K. Irby II, Clerk

\_\_\_\_\_  
 Alachua County Attorney's Office

(SEAL)  
**IF SIGNED BY COUNTY MANAGER**

**CLERK DOES NOT ATTEST AND  
SIGNATURE BLOCK IS REMOVED**

**PROFESSIONAL**

ATTEST (By Corporate Officer)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER PURCHASING/PROCUREMENT SECTION.**

SAMPLE



**EXHIBIT 1: Scope of Services**

SAMPLE

**EXHIBIT 2: Duties Of The County**

SAMPLE

**EXHIBIT 2-A: Method of Additional Compensation**

SAMPLE

**EXHIBIT 3: Insurance Requirements**

SAMPLE

**EXHIBIT 3-A:** Certificate of Insurance

SAMPLE

**EXHIBIT 4:** Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:  
Address

City/State/Zip  
Phone Number  
Point of Contact \_\_\_\_\_

Project Description:

**PROFESSIONAL**

ATTEST (By Corporate Officer)

By: \_\_\_\_\_

By: \_\_\_\_\_

—  
Print: \_\_\_\_\_

Print: \_\_\_\_\_

—  
Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION**