



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

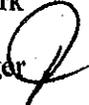
MEMORANDUM

To: The Honorable Mayor and City Commissioners

CC: Mr. Norman Powell, Esq.

Ms. Nina Boniske, Weiss, Serota

Ms. Yvonne Hamilton, City Clerk

From: Dennis W. Kelly, City Manager 

Subject: Legal RFQ Selection Process Recommendations

Date: September 6, 2012

The selection of Legal Services is on the Agenda for the September 11, 2012 City Commission meeting. In the course of selecting a firm for any combination of the services requested there will be a need to negotiate a contract with the firm(s) selected. It is staff's position that outside counsel be retained to represent the City's interest in negotiating said contract(s). The expectation would be for the Commission to make their selection(s), provide general guidance as to what you want in a contract (length of term, retainer, etc.) and turn the matter over to the independent counsel to conduct negotiations on the City's behalf. A draft of the contract would then be placed on the October agenda for Commission action.

I took the liberty of contacting Attorney Norman Powell, our Code Enforcement Magistrate and also a member of the Legal Services Screening Committee, to determine his availability and willingness to serve as our negotiator. He confirmed he is available and willing to serve in this capacity. If the Commission agrees, it would be appropriate to take formal action recruiting him as our negotiator for the purpose of negotiating contracts with the prospective selection(s) for legal services. His hourly rate is \$225.00.

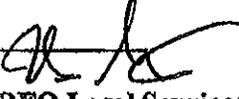
If you have any questions or need additional information, please feel free to contact me at any time.

14A

**CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: August 17, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: 
Nick Siegfried, Chair
Selection Committee – RFQ Legal Services
Aaron Cohen
Roland Galdos
Howard Lenard
Norman Powell

SUBJECT: Request for Qualifications for Legal
Services (RFQ NO. 2012-02)

BACKGROUND:

At the request of the City Commission to solicit Qualifications from Florida licensed attorneys and/or firms to perform legal services for the City of North Bay Village, the City Manager issued RFQ No. NBV2012-02. On the due date of July 6, 2012 eight (8) proposals were received from the following:

1. Littler Mendelson, P.C.
One Biscayne Tower
2 South Biscayne Boulevard, Suite #1500
Miami, FL 33131
2. Becker & Poliakoff
3111 Stirling Road
Hollywood, FL 33312
3. Bryant Miller Olive
Suntrust International Center
1 S.E. 3rd Avenue, Suite 2200
Miami, FL 33131

14A(1)

MEMO TO CITY COMMISSION
AUGUST 17, 2012
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4. Gray/Robinson
Attorneys At Law
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, FL 33301
5. Rosen & Switkes P.L.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
6. Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
7. Shutts & Bowen LLP
201 S. Biscayne Boulevard, Suite 1500
Miami, FL 33131
8. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Attorneys At Law
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

All proposals were timely received and were opened by the City Clerk's Office.

The Evaluation Committee consisted of: Howard Lenard; Roland Galdos, Deputy City Attorney, North Miami; Aaron Cohen; Nick Siegfried and Norman Powell.

The Evaluation Committee met in an organizational meeting on July 30, 2012. During that time, they directed staff to determine the responsiveness of the proposals and set oral presentations for August 15, 2012 at 9:00 a.m. A committee consisting of City Manager Dennis Kelly, Public Works Director Sam Zamacona, Jenice Rosado HR Manager, and City Clerk Yvonne P. Hamilton reviewed the proposals and deemed six out of the eight to be responsive. Becker & Poliakoff and Littler Mendelson, P.C. were determined to be non-responsive. Please see the memorandum dated August 3, 2012 from City Manager Dennis Kelly to the Legal RFQ Selection Committee attached hereto as Exhibit 1. After the firms were notified that they were nonresponsive to the RFQ, a request was made to waive the irregularity in the submittals pursuant to language of the RFQ. The matter was then referred to the Evaluation Committee.

14A(2)

**MEMO TO CITY COMMISSION
AUGUST 17, 2012
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Prior to the presentations on August 15, 2012, after discussion a motion was offered by Aaron Cohen and seconded by Roland Galdos to accept the recommendation of staff as to the non-responsiveness of the firms Becker & Poliakoff and Littler Mendelson, P.C. Mr. Galdos did point out the provision of Section 12 of the RFQ where the City has reserved the right to waive irregularities in any submittal. The Committee felt that it was the decision of the Commission not to grant such a waiver. The votes on the motion were as follows: Norman Powell-Yes, Roland Galdos-Yes, Howard Lenard-No and Aaron Cohen-Yes. The motion carried 3-1. Mr. Siegfried was absent during the voting on this item. The firms of Becker and Littler were not invited to make oral presentations.

Prior to presentation, Shutts & Bowen LLP withdrew their proposal. Following presentations by the remaining five (5) firms, the committee conducted an analysis and evaluation of the five RFQ responses and based scoring on the following criteria:

	<u>Points</u>
Proposer's experience, qualifications, capabilities and past performance with similar municipalities	35
Proposer's key personnel experience of those assigned to the city	35
Cost proposal: creativity and base line retainers vs. hourly costs	<u>30</u>
Total	100

The Evaluation Committee members numerically scored the proposing companies in accordance with the evaluation criteria prescribed in the RFQ. The scores assigned to each of the proposals reflect the extent to which the company fulfilled the requirements of the evaluation criteria and the extent to which each criterion was fulfilled relative to the other proposals. The proposals were separately evaluated for each category of service and are included in the scores.

14A(3)

Evaluation Results

Proposer	Proposer's experience, qualifications, capabilities and past performance with similar municipalities	Proposer's key personnel experience of those assigned to the city.	Cost proposal: creativity and base line retainers vs. hourly costs	TOTAL
Rosen & Switkes P.L.	158	162	145	465
Bryant Miller Olive (labor services only)	166	167	124	457
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.	148	157	110	415
Stearns Weaver Miller	152	152	107	411
Gray Robinson	133	135	111	379

Based on the scoring the firms/attorneys are ranked as follows:

1. Rosen & Switkes P.L.
2. Bryant Miller Oliver (labor)
3. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
4. Stearns Weaver Miller
5. Gray Robinson

The firm of Bryant Miller Oliver proposed to provide only labor and employment law services to the City.

CONTACT:

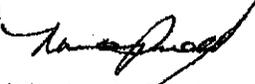
Dennis Kelly, City Manager

(4A(4))

**CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: August 17, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: Nick Siegfried, Chair
Selection Committee - RFQ Legal Services
Aaron Cohen
Roland Galdos
Howard Lenard
Norman Powell 

SUBJECT: Request for Qualifications for Legal Services (RFQ NO. 2012-02)

BACKGROUND:

At the request of the City Commission to solicit Qualifications from Florida licensed attorneys and/or firms to perform legal services for the City of North Bay Village, the City Manager issued RFQ No. NBV2012-02. On the due date of July 6, 2012 eight (8) proposals were received from the following:

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MEMO TO CITY COMMISSION
AUGUST 17, 2012
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4. Gray/Robinson
Attorneys At Law
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14 A(6)

**MEMO TO CITY COMMISSION
AUGUST 17, 2012
PAGE 3 OF 4**

Prior to the presentations on August 15, 2012, after discussion a motion was offered by Aaron Cohen and seconded by Roland Galdos to accept the recommendation of staff as to the non-responsiveness of the firms Becker & Pollakoff and Littler Mendelson, P.C. Mr. Galdos did point out the provision of Section 12 of the RFQ where the City has reserved the right to waive irregularities in any submittal. The Committee felt that it was the decision of the Commission not to grant such a waiver. The votes on the motion were as follows: Norman Powell-Yes, Roland Galdos-Yes, Howard Lenard-No and Aaron Cohen-Yes. The motion carried 3-1. Mr. Siegfried was absent during the voting on this item. The firms of Becker and Littler were not invited to make oral presentations.

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148 (7)

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3. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
4. Stearns Weaver Miller
5. Gray Robinson

The firm of Bryant Miller Oliver proposed to provide only labor and employment law services to the City.

CONTACT:

Dennis Kelly, City Manager

14A(8)



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OFFICIAL AGENDA

**RFQ LEGAL SERVICES SELECTION COMMITTEE MEETING
(RFQ NO. NBV 2012-02)**

**CITY COMMISSION CHAMBERS
1700 KENNEDY CAUSEWAY, #132**

AUGUST 15, 2012 - 8:45 A.M.

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY RECOMMENDATION MADE AT THE FORTHCOMING MEETING OF THE LEGAL SERVICES RFQ SELECTION COMMITTEE, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

1. CALL TO ORDER

2. RESPONSIVENESS OF FIRMS

1. **Little Mendelson, P.C.**
2. **Becker & Poliakoff**

1.) **Committee Action**

3. PRESENTATIONS AND DISCUSSION

1. **9:00 a.m. Bryant Miller Oliver**
2. **9:30 a.m. Gray/Robinson**
3. **10:00 a.m. Rosen & Switkes P.L.**
4. **10:30 a.m. Shutts & Bowen LLP**
5. **11:15 a.m. Stearns Weaver Miller
Weissler Alhadef & Sitterson, P.A.**
6. **11:45 a.m. Weiss Serota Helfman Pastoriza Cole & Boniske**

4. COMMITTEE RECOMMENDATION

5. ADJOURNMENT

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

147(9)



**CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: August 3, 2012
TO: Legal RFQ Selection Committee
FROM: Dennis Kelly, City Manager
SUBJECT: Non Responsive Legal RFQ's

In accordance with the Selection Committee's directive, staff was to review the Legal RFQ's to determine responsive vs. non-responsive proposals. A Staff Committee comprised of Yvonne Hamilton, City Clerk; Jenice Rosado, HR Manager; Sam Zamacona, Public Works Director and myself reviewed the Legal RFQ's. Following the review, we have determined that two out of the eight proposals have been found to be non-responsive.

In the course of determining the criteria to follow in judging the proposals, the Staff Committee agreed to discern a difference between substantive and ministerial items in the proposals. For example, if a proposal omitted an email or a telephone number, the Committee viewed that as a ministerial error and did not disqualify the proposal; on the other hand, if a proposal did not include a form or request properly executed or omitted, that was viewed as a substantive error and the proposal was disqualified.

Based on the above criteria, two firms have been declared as non-responsive and subsequently disqualified. The first non-responsive firm is Becker Poliakoff. Becker improperly completed the Public Entity Crime and Conflicts of Interest Form. They checked off all three statements under section six of the form and have also failed to include a copy a final order as requested under this section. The second non responsive firm is Littler. This firm did not properly complete the Public Entity Crime Form as well as the Non-Collusion Form. We found that these two forms were of such significance in their content that it would be improper to allow these two firms to continue with the process. Thank you for allowing staff to participate in this process. We will be available to assist you as a committee as you progress through this process.

DK

147 (11)

6



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen & Switkes FIELD APPLIED FOR: All

COMMITTEE MEMBER: NORMAN C. Powell DATE: 8-15-2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>33</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>35</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>30</u>

TOTAL SCORE: 98

Comments: _____

Committee Member Signature: [Signature]

14A(12)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen/Switkes

FIELD APPLIED FOR: Full

COMMITTEE MEMBER: HOWARD LENARD

DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>30</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>30</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>25</u>

TOTAL SCORE: 85

Comments:

Committee Member Signature: Howard Lenard

14A(13)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen & Switkes FIELD APPLIED FOR: All Three

COMMITTEE MEMBER: Rolando Galdas DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>28</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>30</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>30</u>

TOTAL SCORE: 88

Comments: _____

Committee Member Signature: [Signature]

14 X (14)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen Switzer FIELD APPLIED FOR: all

COMMITTEE MEMBER: Arson Cohen DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>35</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>30</u>

TOTAL SCORE: 100

Comments: This firm has successfully and economically represented NBV in the past. I think the commission can negotiate a better contract than that proposed. We are a small city that does not need a massive price at monstrous rates.

Committee Member Signature: [Signature]

14 A(15)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen & Swithes FIELD APPLIED FOR: General Compt, Labor + Zoning

COMMITTEE MEMBER: Nick Siegfried DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities?	35	<u>32</u>
2. Proposers key personnel experience of those assigned to the City?	35	<u>32</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs?	30	<u>30</u>

TOTAL SCORE: 92

Comments: _____

Committee Member Signature: [Signature]

14A(16)

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EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller & Olive FIELD APPLIED FOR: Labor

COMMITTEE MEMBER: Nick Sigford DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>33</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>33</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>28</u>

TOTAL SCORE: 94

Comments: _____

Committee Member Signature: [Signature]

14X(17)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller Olive FIELD APPLIED FOR: Labor

COMMITTEE MEMBER: _____ DATE: August 15, 2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>35</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>30</u>

TOTAL SCORE: 100

Comments: Score is only for the Labor category

Committee Member Signature: *[Signature]*

147(18)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Robert Miller Olive

FIELD APPLIED FOR: LABOR

COMMITTEE MEMBER: HOWARD LENARD

DATE: 8.15.2012

LABOR ONLY

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>30</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>30</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>29</u>

TOTAL SCORE:

89 LABOR

Comments:

Committee Member Signature:

Howard Lenard

147A (19)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller FIELD APPLIED FOR: Labor/Employment

COMMITTEE MEMBER: Roland Gabbas DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>33</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>34</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>27</u>

TOTAL SCORE: 94

Comments: Total score is only for proposed legal services of Labor/Employment.

Committee Member Signature: [Signature]

(4A)(20)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller

FIELD APPLIED FOR: Labour Relations

COMMITTEE MEMBER: Arson Cohen

DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>35</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>10</u>

TOTAL SCORE: 80

Comments: City should hire this firm on an hourly rate basis only, with perhaps a small conflict retainer.

This firm has an excellent and PROVEN track record with the city

Committee Member Signature: [Signature]

14A(21)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss Serota FIELD APPLIED FOR: All Three

COMMITTEE MEMBER: Rolando Gutierrez DATE: 8/15/22

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>34</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>26</u>

TOTAL SCORE: 95

Comments: _____

Committee Member Signature: [Signature]

14A(22)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

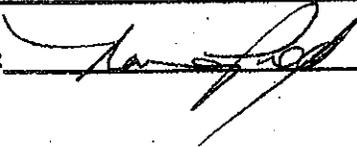
FIRM: Weiss Serota FIELD APPLIED FOR: All

COMMITTEE MEMBER: NORMAN C. POWELL DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposer's experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposer's key personnel experience of those assigned to the City	35	<u>35</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>25</u>

TOTAL SCORE: 95

Comments: _____

Committee Member Signature: 

14A(23)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss Serota FIELD APPLIED FOR: all

COMMITTEE MEMBER: Aaron Cohen DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>15</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>25</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>0</u>

TOTAL SCORE: 40

Comments: For seven months this firm charged the city \$185,308.00 which if extrapolated to an annual rate would exceed \$300,000.00. This firm is very expensive and way too expensive for NBV, which already has budget problems. Also I don't think they've done such a great job considering their premium rates. Their labor attorney has only been an attorney for 7 years.

Committee Member Signature: _____

(45)(24)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss/Sorota FIELD APPLIED FOR: Full
COMMITTEE MEMBER: Howard LENARD DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>28</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>28</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>29</u>

TOTAL SCORE: 85

Comments: _____

Committee Member Signature: Howard Lenard

14A(25)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

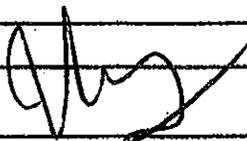
FIRM: Weiss Serota FIELD APPLIED FOR: General Counsel, Zoning & Code

COMMITTEE MEMBER: Nick Siegfried DATE: 8/15/12

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1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>35</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>30</u>

TOTAL SCORE: 100

Comments: _____

Committee Member Signature: 

14A(26)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns Weaver FIELD APPLIED FOR: All Three

COMMITTEE MEMBER: Rolando Buitrago DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>35</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>34</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>26</u>

TOTAL SCORE: 95

Comments: _____

Committee Member Signature: [Signature]

(4A(27))



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns Weaver

FIELD APPLIED FOR: General Counsel, Legal & Policy

COMMITTEE MEMBER: Nick Sigfried

DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>33</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>33</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>25</u>

TOTAL SCORE: 91

Comments: _____

Committee Member Signature: [Signature]

14A (28)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stamps, Weaver FIELD APPLIED FOR: Four

COMMITTEE MEMBER: HOWARD LENARD DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	32
2. Proposers key personnel experience of those assigned to the City	35	32
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	26

TOTAL SCORE: 90

Comments: _____

Committee Member Signature: H.B. Lenard

14A(29)

14A(30)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns Weaver FIELD APPLIED FOR: A11

COMMITTEE MEMBER: NORMAN C. Powell DATE: 8-15-2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>32</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>33</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>30</u>

TOTAL SCORE: 95

Comments: _____

Committee Member Signature: _____

14A(31)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray Robinson FIELD APPLIED FOR: all

COMMITTEE MEMBER: Arson Cole DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>10</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>10</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>0</u>

TOTAL SCORE: 20

Comments: On the first time around this firm had much less to offer, now, only with the addition of John Herin, is this firm able to offer true general counsel experience.

Committee Member Signature: 

14A(32)

Steven Zelkowitz
John Heun
Marlene A. Sauer



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray - Robinson FIELD APPLIED FOR: General Council, Labor & Zoning

COMMITTEE MEMBER: Nick Siegfried DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>30</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>30</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>25</u>

TOTAL SCORE: 85

Comments: _____

Committee Member Signature:

14A(33)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

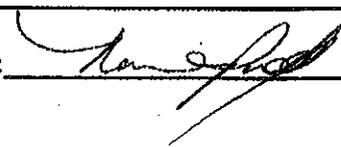
FIRM: Gray Robinson FIELD APPLIED FOR: All

COMMITTEE MEMBER: NORMAN C. Powell DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>32</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>32</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>32</u>

TOTAL SCORE: 96

Comments: _____

Committee Member Signature: 

14A(34)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray Robinson FIELD APPLIED FOR: All three

COMMITTEE MEMBER: Rolando Gubias DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>31</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>33</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>27</u>

TOTAL SCORE: 91

Comments: _____

Committee Member Signature: [Signature]

14A(35)



EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: GRAY ROBINSON FIELD APPLIED FOR: FULL

COMMITTEE MEMBER: HOWARD LENARD DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	<u>30</u>
2. Proposers key personnel experience of those assigned to the City	35	<u>30</u>
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	<u>27</u>

TOTAL SCORE: 87

Comments: _____

Committee Member Signature: How. Lenard

14A(36)

LEGAL SERVICES RFQ COMMITTEE MEMBERS

Mr. Howard Lenard
P.O. Box 331866
Miami, Fl 33233-1866
Hbl.munilaw@gmail.com
305 332-0726

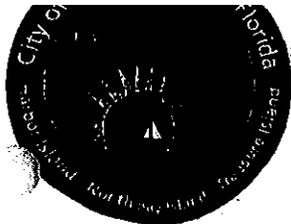
Mr. Roland Galdos
Deputy City Attorney
776 NE 125th Street
North Miami, Fl 33161
rgaldos@northmiamifl.gov
305-895-9810 / 305-609-9076

Mr. Aaron Cohen
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aaron@condecohen.com
561-271-5768

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7901 Hispanola Ave
Apt #811
North Bay Village, Fl 33141
nsiegfried@siegfriedlaw.com
786-279-3566

Norman Powell
17100 NE 19th Ave
North Miami Beach, Fl 33162
paris@normanpowell.com
n@normanpowell.com
786-279-1600
786-279-1607

14A(37)



City of North Bay Village

Administrative Offices

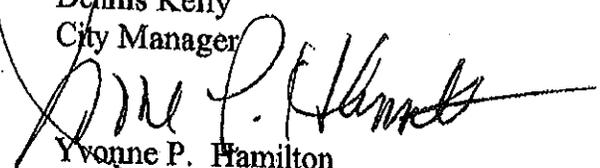
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
MEMORANDUM**

DATE: July 6, 2012

TO: Dennis Kelly
City Manager

FROM: 
Yvonne P. Hamilton
City Clerk

SUBJECT: Request for Qualifications (RFQ NO. NBV 2012-02) - Legal Services for the City of North Bay Village

Today, July 6, 2012, at approximately 10:00 a.m., Marie Armand, Records Management Clerk and I conducted the scheduled opening of the responses to the RFQ for Legal Services for the City of North Bay Village. Eight (8) sealed proposals were received and opened in the City Commission Chambers. No representatives of the companies were present.

Responses were received from the below-listed firms/individuals:

1. Littler Mendelson, P.C.
One Biscayne Tower
2 South Biscayne Boulevard, Suite #1500
Miami, FL 33131
(305)400-7535
2. Becker & Poliakoff
3111 Stirling Road
Hollywood, FL 33312
(954) 985-4183

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

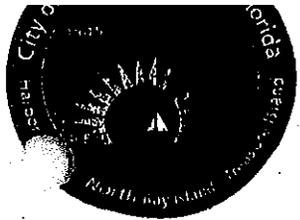
14A (38)

MEMO TO CITY MANAGER
JULY 6, 2012
PAGE 2 OF 2

3. Bryant Miller Oliver
Miami
Suntrust International Center
1 S.E. 3rd Avenue, Suite 2200
Miami, FL 33131
(305) 374-7349
4. Gray/Robinson
Attorneys At Law
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, FL 33301
(954) 761-8111
5. Rosen & Switkes P.L.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
(305) 534-4757
6. Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
(305) 789-3200
7. Shutts & Bowen LLP
201 S. Biscayne Boulevard, Suite 1500
Miami, FL 33131
(305) 347-7341
8. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Attorneys At Law
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134
(305) 854-0800

/yph

14A(39)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 1**

Issued: June 22, 2012

**Subject: Extension to
Request for Qualifications for Legal Services
RFQ No. NBV 2012-02**

Notice to all proposers:

Due to the fact that staff is still working on responses pertaining to the RFQ, the deadline for submittal of the RFQ responses has been extended to Friday, July 6, 2012 at 10:00 a.m.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Firm:

Date:

SUBMIT WITH RFQ RESPONSE

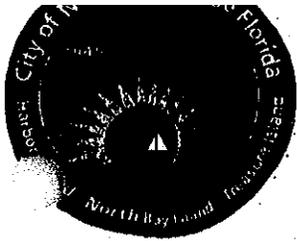
Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14A (240)



City of North Bay Village

Administrative Offices

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**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 2**

Issued: June 25, 2012

**Subject: Extension to
Request for Qualifications for Legal Services
RFQ No. NBV 2012-02**

Notice to all proposers:

Questions concerning this RFQ for legal services will be received until noon on June 29, 2012. Thereafter, the City will not respond to any questions relative to the RFQ.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Firm:

Date:

SUBMIT WITH RFQ RESPONSE

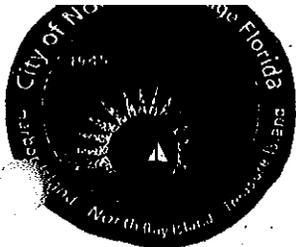
Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14A(4)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 3**

Issued: June 25, 2012

**Subject: Extension to
Request for Qualifications for Legal Services
RFQ No. NBV 2012-02**

Notice to all proposers:

Question

1. The RFQ in its "background" section and in the Cost Proposal section, indicates that the City is seeking a proposal which contains 2 components:
 - (a) an annual retainer amount for a defined "base level of service," and
 - (b) other services outside the "base level of service" to be provided on an hourly rate basis. The RFQ's Cost Proposal section also asks each proposer to assume that the firm will incur "500 total hours of billing annually."

- A. Should we assume that for each area of legal service (General Counsel, Labor Relations, and Planning/Zoning Land Use) it will require at least 500 hours of billing per year (so 500 for General Counsel, 500 for Labor Relations and 500 for Planning/Zoning) for a total of 1,500 hours? If this assumption is wrong, please explain how the 500 hours assumption is expected to work.

Answer

Assume 500 hours total for each area of expertise. The last sentence of the Cost Proposal has a parenthetical note to that affect. Assume, for example, an hourly rate of \$225.00 for 500 hours would be \$112,500 annually. If you provide a monthly retainer for \$8,000 that would equal \$96,000 annually leaving \$16,000 for services above the base level. This leads to item B. below;

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14A(42)

ADDENDUM NO. 3

Question

- B. In defining our "base level of service," are we to refer to the 11 categories listed in the Scope and Purpose/Specific Duties and Responsibilities section of the RFQ at pp. 1-3 AND the 5 categories of services listed at 1.d.5 on pp. 21-22 under Submission Requirements/Qualifications and Experience? Should we define our "base level of service" for the retainer amount with specific reference to these 16 categories? If these assumptions are wrong, please explain.

Answer

For clarification, I believe there is a typo regarding the pages for the 5 categories of services at 1.d.5. They are found on page 15 in the most recent RFQ. In the old RFQ they were on page 13. In defining your base level of service, tell us what you will include by using these 11 categories on pp. 1-2 and the 5 minimum legal services as a guide to what will be included. Keep in mind the City reserves its rights to negotiate a contract with the firm selected based on the RFQ in total. The opening paragraph of the Specific Duties and Responsibilities (page 1) states, . . . "firms . . . must demonstrate the ability to perform the following scope of services within any of the three areas of expertise. . .," then goes on to list those 11 items. As to the 5 items under 1.d.5. (page 15) it is requested, in essence, a brief discussion be presented for each area of expertise. As a side note, these items, the Scope and Purpose on pages 1-2 and the Qualifications and Experience, 1.d.5. are identical to the previous RFQ. The language in these sections has not changed. One of the underlying challenges in defining one's base level of service may require some imaginative or creative thinking: Can a combined retainer with a discount be created if a firm provides more than one service? Can one arbitration or more per fiscal year be included in a base level of service? Is a firm willing to include one or two site plan reviews per year as part of their retainer?

Question

- C. The 16 categories of services contained in the RFQ are not divided by the individual area of legal services set forth in the RFQ. As for each area of legal service (General Counsel, Labor Relations, and Planning/Zoning Land Use), please advise which of the 16 categories of services applies to each area of legal services. In other words, which goes with which?

14A(93)

ADDENDUM NO. 3

Answer

In that this is identical language from the previous RFQ, the breakdown is to demonstrate ability to perform the 11 duties and responsibilities within any of the three areas of expertise (in other words, all of them). The same applies to 1.d.5. in that they must reflect an expectation to provide, “. . .minimum legal services, including, but not limited to. . .,” for each area of legal expertise as they apply to the five items listed. The language is clear that all 16 categories are applicable to each of the three areas of expertise.

Question

- D. For the hourly services, should we specify which of the 11 categories listed in the Scope and Purpose section of the RFQ we are NOT including in the base level of service/retainer amount? If this is not what you were expecting each firm to provide for the “hourly services,” please explain.

Answer

Treat this question in the following manner and it should help clarify how you want to define your base level compared to your hourly services: Base level of services will be fixed costs (how much is your firm willing to include in the definition of fixed costs? See B. above); the hourly services will be variable costs (the City will have budget challenges in dealing with variable costs so they are going to work to reduce those as much as possible and direct as much cost as possible into the fixed category). The City is leaving that challenge up to each applicant.

Question

- E. Does the reference to “monthly hourly fee” on the Cost Proposal chart on page 24, seek the hourly rate that each firm will charge for any hourly work performed outside the retainer/base level of service amount? If this assumption is incorrect, please explain.

147A(94)

ADDENDUM NO. 3

Answer

The assumption is correct; specify the firm's hourly rate. Also for clarification, the page number appears to be a typo (page 24 should be page 16; the old RFQ had it at page 14).

Question

- F. Does the reference to "monthly hourly fees" (plural) on the Cost Proposal chart on page 24, seek an estimate from each firm of the total activities outside of the base level of service/retainer amount, that the firm expects to perform each month (hours x hourly rate)? If this is not what you were expecting each firm to provide for the "monthly hourly fees," please explain.

Answer

The intention of identifying monthly hourly fees is to reach a definition of an hourly rate and focus more on the retainer portion of the equation. Basically, what is your retainer, what does it include and what will you provide on an hourly basis relative to the retainer? Keeping in mind all this will be negotiable with the selected firm or individual.

Question

- G. What assumptions should each proposer make about the litigation and arbitration needs of the City in the coming year in coming up with an estimate of "monthly hourly fees?" What about special projects like the Bay Walk, development of a new City Hall, larger utilities projects, and/or a rewrite of the City's Land Development Regulations, Code of Ordinances, and/or Charter? What should each proposer assume about those potential activities during the coming year in coming up with their estimate of monthly hourly fees?

147(45)

ADDENDUM NO. 3

Answer

Again, refer you back to paragraph B. What creative package can a firm or individual put together that can contribute to the City's ability to control costs? Can there be an hourly rate at \$225.00 for the first 20 hours of a project, then drop the hourly rate to \$200.00 or \$190.00 for the next 20 hours or until a project is completed? If litigation goes beyond a certain number of hours, can the hourly rate be lowered? Even beyond the retainer, can a package be presented per project with a not to exceed cost? Some imagination and creativity will be welcomed in this respect.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Firm:

Date:

SUBMIT WITH RFQ RESPONSE

14A(46)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 4**

Issued: June 27, 2012

**Subject: Request for Qualifications for Legal Services
RFQ No. NBV 2012-02**

Notice to all proposers:

1. Question

On page 24, the last line asks for Monthly hourly fee. Is this a mistake or is it supposed to read Yearly hourly fee?

Answer

This was a typo; the last line should read Yearly instead of Monthly.

2. Question

Are there any additional addenda or changes to the Request for Qualifications?

Answer

Please see Addenda 1, 2, and 3 Attached.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Firm:

Date:

SUBMIT WITH RFQ RESPONSE

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14A(4)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 5**

Issued: July 2, 2012

**Subject: Request for Qualifications for Legal Services
RFQ No. NBV 2012-02**

Notice to all proposers:

Question

Is the current legal budget broken down by the three categories outlined in RFQ No. NBV 2012-02: general counsel, labor relations, and planning/zoning land use legal services? If so, what were the budgeted amounts and actual expenditures by category in the last two years?

Answer

The City did not track the amounts by category; however, we were able to generate a general idea of a breakdown by category, but the numbers will not be totally accurate, but will provide a rough outline of how much was billed for general counsel, labor relations and planning/zoning land use. The budgeted amount for legal services in FY 2011 was \$200,000.00 and for FY 2012 was \$300,000. The amount expended for General Counsel for seven (7) months from 12/2011 thru 6/14/2012 was \$77,312; the amount expended for Labor for seven (7) months from 12/2011 thru 6/14/2012 was \$61,630; and the amount expended for Planning/Zoning Land Use for seven (7) months from 12/2011 thru 6/14/2012 was \$46,366.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Firm:

Date:

SUBMIT WITH RFQ RESPONSE

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14A (98)



CITY OF NORTH BAY VILLAGE

REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES

RFQ NO. NBV 2012-02

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting qualifications from Florida Licensed Attorneys and/or Firms to provide legal Services for the City.

Respondents must submit an original unbound response, ten (10) additional copies, and one (1) electronic copy in CD format to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Request for Qualifications may be obtained at North Bay Village City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00a.m. to 4:00p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the RFQ title and number must be received by mail or hand delivered on or before June 26, 2012 no later than 10:00 a.m. local time at which time they will be publicly opened. late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the RFQ including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Code of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this RFQ are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

14A(49)

7

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SCOPE AND PURPOSE 1

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NON-COLLUSION AFFIDAVIT 24

14A(50)

BACKGROUND

LEGAL SERVICES

The City of North Bay Village, Florida, a *three island paradise* municipality within Miami Dade County with a population of approximately 7200 is seeking highly qualified attorneys and or firms who are inspired by the interesting challenges of an active small community.

The City is looking for attorneys and or firms with expertise in areas of: General Counsel, Labor Relations and Planning/Zoning Land Use. The attorneys and or firms that that will be hired will need to be qualified Florida Bar licensed Attorneys or Firms willing and able to provide sound legal advice in the three areas designated above.

The City will consider hiring separate firms and/or attorneys to handle each of the different areas of expertise detailed above but will also consider hiring the same firm and/or attorney to provide advice for all three areas or any combination of the three areas. Therefore, an attorney and or firm may prepare a proposal to provide all of the legal services described or they may prepare a proposal to provide services for specific areas of representation. The City is looking to enter into a retainer agreement for each of these legal services. The retainer will be based on a negotiated agreement to include, but not be limited to, a base level of service for each area of expertise with services above the base level charged on an established hourly rate.

SCOPE AND PURPOSE

LEGAL SERVICES

SPECIFIC DUTIES AND RESPONSIBILITIES:

The proposing attorneys or firms shall be responsible for and must demonstrate the ability to perform the following scope of services within any of the three areas of expertise or combinations thereof: General Counsel, Labor Relations and Planning/Zoning Land Use:

f Preparation and review of all ordinances, resolutions, contracts, interlocal agreements, employment agreements, RFQ's/RFP's, bonds, legal opinions, deeds, leases, and such other legal or written instruments in which the City is concerned and shall endorse on each approval as to form, language, and execution thereof.

14/52

- f Prosecute and defend, for and on behalf of the City against any and all complaints, suits and controversies in which the City is a party, before any court or other legally constituted tribunal.
- f Render such opinions on legal matters affecting the City as the Commission may direct.
- f Attendance at all required meetings and engagement of all such agreements as required by Commission as a condition of employment including, but not limited City Commission Meetings, including special and emergency meetings, and all required committee or agency meetings.
- f Performance of such other professional duties and functions as may be required by ordinance or resolution of the Commission or the City Charter.
- f Provision of legal services includes providing advice in all aspects of municipal law and litigation, and will provide legal advice to the City, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees, and require the availability of the attorneys and firms to attend meetings within the City, as needed, and to provide legal assistance in a prompt and efficient manner. Advice should be provided on local government law and procedures including, but not limited to, Florida Statutes §166 titled Municipalities, appropriations, procurement, competitive bidding, Ethics Code for Public Officials, conflicts of interest and parliamentary procedure. Additionally, Florida Statutes §119 titled Public Records.
- f Advice on matters including, but not limited to, zoning, land use, labor, utilities and municipal finance litigation.
- f Review, at the manager's or department directors request, correspondence, contracts, standard operating procedures, and any and all other documents or processes.
- f Advise the Commission, City Manager, and department heads in all cases when a legal opinion is required and requested.
- f Represent the City in all matters in which the City has an interest coming before any court or tribunal, except in such cases as other arrangements may be specifically made by the Commission.

f Serve as liaison with independent counsel when required.

MINIMUM QUALIFICATIONS:

For consideration for this Legal Services RFQ, Respondents shall be licensed attorneys in good standing with the Florida Bar and, immediately preceding the time of appointment, shall possess either a minimum of ten (10) years experience practicing law in the courts of the State of Florida, of which a minimum of Seven (7) years consist of practice in the area of municipal government law and minimum of four (4) years experience in each separate expertise area of advice for which the respondent is applying: General Counsel, Labor Relations and Planning/Zoning Land Use

1. Submission of Request for Qualifications

Attorney or Firms shall submit one original unbound Response, ten (10) photocopies, and one (1) electronic copy in CD format.

Request for Qualifications (RFQ) must be in conformance with the detailed submittal instructions and must be delivered by mail, courier or personal delivery by the time and date indicated in the legal notice. **RFQ No. NBV 2012-02 LEGAL SERVICES RESPONSE SUBMITTALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED SHALL BE REFUSED.** The time indicated by the time clock in the City Clerk's office is considered the official time of receipt. No faxed or email RFQ responses will be accepted.

RFQ's may be submitted in person or by mail to the following address:

In Person/Courier/By Mail:

City of North Bay Village
City Hall Building
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
ATTN: CITY CLERK OFFICE

Upon submission, all documents become the property of the City of North Bay Village and are subject to public records laws.

2. Rules, Regulations, Laws, Ordinances, & Licenses

The awarded attorneys or firms shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, County and local municipality, which may be applicable to the service being provided. The awarded attorneys or firms shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

3. Requests for Additional Information or Questions

14A(55)

Any requests for additional information or clarification should be submitted in writing to City Hall or by email no later than 10:00 A.M. local time on Tuesday, June 26, 2012 to the attention of Yvonne Hamilton-
Yvonne.hamilton@nbvillage.com.

(4A56)

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addendums are issued to this RFQ, the City will notify all prospective attorneys or firms via email.

It shall be the responsibility of each attorney or firm, prior to submitting the response, to contact the City Clerk to determine if addenda were issued and to acknowledge such addendums on the Response.

4. Lobbying

All attorneys or firms and their agents who intend to submit, or who submitted, bids or responses for this City of North Bay Village Legal Services RFQ, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner, nor any employee of the City of North Bay Village are to be lobbied either individually or collectively concerning this City of North Bay Village Legal Services RFQ.

Contact shall only be made through the City Clerk in writing for the purposes of obtaining additional or clarifying information.

5. Reserves the Right

The City anticipates awarding a minimum of one contract or a maximum of three contracts for legal services as a result of this RFQ. The City, however, reserves the right to reject any and all submitted Responses and to further define or limit the scope of the award, to waive any informalities or irregularities in any responses, re-advertise for responses, to award in whole or in part to one or more respondents, or take any other action that may be deemed to be in the best interests of the City.

The City reserves the right to request additional information from attorneys or firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Qualifications be completed in all respects.

The City reserves the right to negotiate modifications to the response submittals that it deems acceptable, reject any and all RFQ responses in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting agreement(s)/contract(s) may be canceled at any time by the City of North Bay Village without cause, upon a thirty (30) day written cancellation notice.

14A(52)



The City reserves the right to negotiate modifications to the response submittals that it deems acceptable, reject any and all RFQ responses in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting agreement(s)/contract(s) may be canceled at any time by the City of North Bay Village without cause, upon a thirty (30) day written cancellation notice.

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7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded attorneys or firms shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement, the proposing attorneys or firms shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded attorneys or firms in connection with the City of North Bay Village Legal Services RFQ), as well as all documents bearing the professional seal of the attorney or firm. The City shall, upon delivery of the aforesaid documents, pay the attorneys or firms and the attorneys or firms shall accept as full payment for its services there under, a sum of money equal to the percentage of the work done by the attorneys or firms and accepted as satisfactory to the City.

8. Indemnification

The proposing attorneys or firms shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the proposing attorneys or firms and any persons employed or utilized by proposing attorneys or firms, under this solicitation, and in the performance of this contract.

9. Equal Employment

In accordance with Federal, State and Local law, the proposing attorneys or firms will not discriminate against any employees or applicants for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or handicap. The proposing attorneys or firms will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

10. Insurance

10.1 Without limiting its liability, the proposing attorneys or firms shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the proposing attorneys or firms, from claims which may arise out of or result from the proposing attorney's or firm's execution of a contract with the City of North Bay Village for Legal Services, whether such execution by himself or by any sub-consultant, or by anyone

directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Workers' Compensation Insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws. The policy must include employer's Liability with a minimum limit of \$1,000,000.00 for each accident.

Comprehensive General Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations; independent contractors and products and/or completed operations; broad form property damage; and contractual liability endorsement.

Business Vehicular Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability: This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non- Ownership.

Professional Liability (errors and omissions) coverage shall have minimum limits of \$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$20,000.00 each claim.

10.2 **The City shall be listed as an additional insured on the comprehensive general liability policy.** In the event the insurance coverage expires prior to completion of the term for City of North Bay Village Legal services contract, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

10.3 Unless otherwise specified, it shall be the responsibility of the proposing attorneys or firms to insure that all sub-consultants comply with the same insurance requirements herein. All proposer certificates of insurance must be on file with and approved by the City before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

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10.4 The proposing attorneys or firms shall "flow down" the requirements of this provision to all sub-consultants.

10.5 The limits of insurance required above must be retained throughout the term of the contract (s). The proposing attorneys or firms must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

10.6 Policies should be written on an "occurrence" basis.

11. Opening of Request for Qualifications

RFQ'S will be opened and evaluated after the final date and time set for receipt. The City may request proposing attorney(s) or firm(s) considered for award to make an oral presentation to a selection board or to submit additional data.

12. Rejection of Response Submittals

The City reserves the right to reject any and all response submittals to this RFQ. It also reserves the right to waive any minor irregularities in connection with any and all response submittals to this RFQ, to re-advertise for responses, to award in whole or in part or in part to one or more respondents, or take any other actions that may be deemed in the best interests of the City.

13. Acceptance of Response Submittal

Within ninety (90) days after the final submission date for Request for Qualifications, the City will act upon them. The successful attorneys or firms will be requested to enter into negotiations to produce a contract(s) for The City of North Bay Village Legal Services. The City reserves the right to terminate negotiations in the event it deems progress towards a contract(s) to be insufficient.

14. Applicable Law

All applicable laws and regulations of the State of Florida and ordinances and regulations of the County, and City of North Bay Village will apply to any resulting agreement and venue for any action arising out of any agreement and such right shall remain solely with the County if in Circuit Court, the City if in County Court, and in the Southern District of Florida if in Federal Court.

15. Qualification of Proposing Attorney or Firm

Response submittals to this RFQ will be considered from attorneys of firms normally engaged in providing the services requested. The proposing attorneys or firms must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of North Bay Village. The City reserves the right, before recommending any award, to inspect

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the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of North Bay Village will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this RFQ where evidence submitted, or investigation and evaluation, indicates inability of attorney(s) or firm(s) to perform.

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16. Designated Contact

The awarded attorneys or firms shall appoint a person to act as a primary contact with the City of North Bay Village. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.

17. Deviations from Specifications

The awarded attorneys or firms shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City of North Bay Village.

18. Precedence of Conditions

The proposing attorneys or firms, by virtue of submitting a response, agrees that City's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately or included.

19. Response Withdrawal

After response submittals for this RFQ are opened, corrections or modifications to responses are not permitted, but the proposing attorneys or firms may be permitted to withdraw an erroneous response prior to the proposal award by City Commission, if the following is established:

19.1 That the proposing attorney or firm acted in good faith in submitting the response;

19.2 That the error was not the result of gross negligence or willful inattention on the part of the attorney or firm;

19.3 That the error was discovered and communicated to the City within twenty-four (24) hours of opening the response submittals received, along with a request for permission to withdraw the response; or

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19.4 The attorney or firm submits documentation and an explanation of how the response submittal error was made.

20. Public Entity Crimes

A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFQ on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.

21. Contingent Fees Prohibited

The proposing attorneys or firms must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor, sub-consultant or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor subcontractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

22. City of North Bay Village Attorney Records

All records in any manner whatsoever assigned to the City of North Bay Village attorney or firm, or any designated portion thereof which are in the possession of the proposing attorney or firm or proposing attorney's or firm's sub-consultants, shall be made available, upon request by the City, for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City to any state, federal or other regulatory authorities and any such authority may review the same. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document and relate to the City of North Bay Village. Said records expressly include those documents reflecting the time expended by the proposing attorney or firm and its personnel in performing the obligations of the agreement and the records of expenses incurred by the proposing attorney or firm in its performance under said contract.

23. Auditable Records

The proposing attorney or firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be

maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Law.

24. Unauthorized Persons/Allens

The employment of unauthorized persons/allens by any attorney or firm is considered a violation of Federal Law. If the contractor knowingly employs unauthorized allens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFQ. This applies to any contractors, sub-contractors or consultants used by the attorney or firm as well.

25. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default there under by the awarded attorneys or firms should not be deemed to be a waiver of any default or breach by the City.

26. Attorney's Fees

Should it become necessary for the City to bring any action against the awarded attorneys or firms to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded attorneys or firms will pay all costs attendant thereto, including reasonable attorney's fees for the City.

SUBMISSION REQUIREMENTS

LEGAL SERVICES

It is imperative that the information submitted is precise, clear, and complete. All submittals must be presented in an original unbound response and ten (10) additional copies an 8 1/2" x

11", tabbed for the following format (submittals not conforming to this format may be disqualified from further consideration), and electronically in CD format.

Request for Qualifications (RFQ) should include the requirements listed below. Submittals submitted without meeting ALL the requirements may be considered non-responsive.

1. Format

Sections and subsections should correspond in sequence with those identified below. All additional information that the attorney(s) / firm(s) believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

The following information shall be provided in the order detailed: **failure to provide any one part of this section without appropriate explanation may result in disqualification of Response.**

- a. **Title Page** - List the RFQ subject, the name of the attorney or firm, address, telephone number, email address, contact person and date.
- b. **Table of contents** - Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest**-- Limit two (2) pages. Identify which type of legal service(s) you and/or the firm is willing to provide: General Counsel, Labor Relations, Planning/Zoning Land Use. Make a positive commitment to perform the required work within a specified timeline, acknowledgement of receipt of addenda. Give the name(s) of the person(s) who will be authorized to make representation for the attorney or firm, their title, phone number and email address.

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d. **Qualifications and Experience**

1. Provide a brief discussion of the **attorney or firm's understanding and approach** to the work described herein (if you would like to represent the **City** in more than one area please detail the attorney or firms understanding for each type of Legal Service).
2. Provide **resumes** of the attorney/firm; and in the case of law firms, resumes of the individual attorney(s) who will work on City matters and a **statement** identifying the individual attorney who will attend meetings and have primary responsibility for City matters and whether that attorney(s) represents other municipalities (if you would like to represent the **City** in more than one legal area please detail the above for each area) and provide the proximity in miles of the attorney(s)/firms(s) offices to **City Hall**. The resume of each individual attorney must also list if they have ever been under review by any Bar Association, Court or Ethical Commission. If they have been under review they must list the date, reason and outcome.
3. A list of any other attorneys or law firms with whom the attorney/firm has a contractual relationship or other business affiliation; and, in the case of law firms, a list of all attorneys in the firm.
4. A disclosure of the following: (a) any relationships between the attorney or attorneys of the firm and any Commission member, his/her spouse, or family; (b) any relationship between attorney or attorneys of the firm and any business or entity owned by a Commission member or their family or in which a Commission member or their family has or had an interest; (c) any other information concerning any relationships between the attorney or attorneys of the firm and any Commission member which the Applicant deems might be relevant to the Commission's consideration; (d) such other governmental or quasi-governmental entities which are represented by the attorney or the attorneys of the firm, and the nature of the representation in such matters; and (e) a "conflict list" if same is maintained by the attorney or the firm.
5. The Attorneys/Firms shall be expected to provide the following minimum legal services including, but not limited to, the following for each area of legal expertise: General Counsel, Labor Relations and Planning/Zoning and Land Use:

- a. Attendance at all meetings of the City Commission, including special and emergency meetings, and all required committee, agency, board or union meetings. General Counsel must attend all City Commission meetings or any other meetings as needed; Labor Relations and Planning/Zoning Land Use attorneys shall attend any meetings as directed by the City Manager;
- b. Preparation of any and all necessary resolutions and ordinances;
- c. Preparation of any and all legal opinions;
- d. Preparation and review of any and all contracts, memorandum of understanding, and such other related documentation; and
- e. Serve as liaison with outside counsel when so required

6. Provide three (3) professional references for each area of expertise (e.g. General Counsel-three references, Labor Law-three references and Land Use, Planning & Zoning-three references); preferably local government agencies with, at the minimum, the following information. (if you would like to represent the City in more than one legal area please detail references for each area).

1. Client Name
2. Client Address
3. Contact Individual Name and Title
4. Contact Phone
5. General Description of the services provided to the client.

e. **Proposer's Certification and Non-Collusive Affidavit**

f. The City Attorneys/Firms, whether an individual or a law firm, will not be permitted to represent any client before the Commission or any committee, department or agency of the City, and will agree not to undertake any other private representation which might create a conflict of interest with the City. The City Attorneys/Firms may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member of their family has an interest.

g. All Responses received will be considered public records. The City will consider all Responses using such criteria as the Commission may adopt at its sole discretion. The attorneys or law firms selected will be required to enter into a formal agreement with the City, prior to the execution of which the City shall reserve all rights, including the right to change its selection in the sole discretion of the City,

h. **Sworn Statement Under Section 287.133(3)(9.), Florida Statutes, On Public Entity**

Crimes.

- i. **Cost Proposal**- All responses must be calculated on a combination of a fixed retainer fee for base level services and an hourly fee for services above the base level per the following formula and assumptions:

Assume you incur five hundred (500) total hours of billing annually;

Create your own definition of what your base level of service (i.e. retainer) will include, and create your own definition of what your hourly services above the base level will include. Using your definitions, estimate, using the assumed annual hours above, how much (in dollars) your retainer will be and how much (in dollars) your hourly fees will be per month and year and fill in the blanks below (do this for each area of expertise- add/copy additional pages, if necessary):

Monthly retainer: _____

Monthly hourly fees: _____

Annual retainer: _____

Monthly hourly fee: _____

14A(4)

EVALUATION AND SELECTION

LEGAL SERVICES

1. Qualifications shall be reviewed in detail by a Legal Services Selection Advisory Committee and ultimately by the City Commission.

Determination shall include, but not be limited to, the following:

- A. The proposer's demonstrated understanding of the City's requirements and plans for meeting the same;
 - B. The professional qualifications and related experience of the persons assigned to this contract;
 - C. The prior experience and references of the proposer;
 - D. The size and organizational structure of the proposer;
- and, E. The cost proposal.

2. The Selection Committee will present their top candidates to the City Commission at which point the City Commission may request that each identified attorneys or firms make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the response shall be borne by the proposer. After presentations and/or interviews are completed, the respondents shall be presented for consideration and approval at a City Commission meeting.
3. The City will negotiate a contract(s) with the top ranked attorneys or firms. Should the City in its sole discretion be unable to negotiate a satisfactory contract(s), which is competitive, reasonable, and adequate, negotiations with that attorney/firm shall terminate and the City commission shall proceed to negotiate a contract(s) with the next highest ranked attorney/ firm; and, ultimately, should all such negotiations fail, all responses shall be rejected and this solicitation shall be re-issued.

14A(75)

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

LEGAL SERVICES

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to 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 category two of section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their responses, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of North Bay Village or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

14A(76)

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual
signing this

sworn _____
statement:

1410(77)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
A predecessor or successor of a person convicted of a public entity crime; or
An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

(CAF9)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

█ UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. █ ALSO UNDERSTAND THAT █ AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2012.

Personally known or
Produced identification

Notary Public- State of _____

My commission expires _____

(Type of identification)

(Printed, typed or stamped commissioned name of notary
public)

Form PUR 7068
(Rev. 06/11/92)

147(81)

DRUG FREE WORKPLACE

LEGAL SERVICES

Whenever two or more proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the proposal will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or 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 in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER's

Signature _____

: Print-----

Name:-----

Date:

14A(84)

Witness

By: _____
Signature

Witness

Print Name and Title

Date

14A(86)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE
MEMORANDUM

DATE: June 11, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel

FROM: Dennis Kelly 
City Manager

SUBJECT: Cone of Silence – RFQ Legal Services

The City has issued a Request for Qualifications, RFQ No. NBV 2012-02, for legal services.

Please be advised that pursuant to Section 38.18 of the City Code, "Ethics Ordinance" a Cone of Silence is hereby imposed whereby any communications between any potential bidder (proposer), service provider, lobbyist or consultant and the City staff and elected officials pertaining to this RFQ are prohibited.

Please, therefore, direct requests for information regarding this matter to the City Clerk, who will receive all requests in writing and provide responses.

Please govern yourself accordingly.

DK:/yph

Cc: Management Staff

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

14A(87)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE
PUBLIC NOTICE

The City of North Bay Village has solicited Request for Qualifications for (RFQ #2012-02) Legal Services. Notice is hereby given that a Selection Committee will convene for an organizational meeting on Monday, July 30, 2012 from 5:30 p.m. to 6:30 p.m. in the City Commission Chambers, 1700 Kennedy Causeway, #700, North Bay Village, Florida.

Please call (305) 756-7171 if you require further information.

Yvonne P. Hamilton, CMC
City Clerk

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14A(88)



**CITY OF NORTH BAY VILLAGE
REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES
RFQ NO. NBV 2012-02**

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting qualifications from Florida Licensed Attorneys and/or Firms to provide Legal Services for the City.

Respondents must submit an original unbound response, ten (10) additional copies, and one (1) electronic copy in CD format to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Request for Qualifications may be obtained at North Bay Village City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the RFQ title and number must be received by mail or hand delivered on or before June 26, 2012 no later than 10:00 a.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the RFQ including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Code of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this RFQ are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

14A(89)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

To: The Honorable Mayor and City Commissioners

From: Dennis W. Kelly, City Manager

Date: November 27, 2012

Subject: Village Manager's Performance Evaluation

In accordance with Sections 5.1 and 5.3 of the Employment Agreement between Dennis W. Kelly and the [City of] North Bay Village, dated November 24, 2011, the Village Manager was to have received a six (6) month evaluation (on or about June 19, 2012), from the date of his employment by the Village Commission; in addition, at the end of his first year of employment and each year thereafter he is to receive an annual performance evaluation by the Village Commission.

The Village Commission did not complete the six month evaluation. The annual evaluation is due either on or about December 19, 2012, which is the Village Manager's Anniversary Date. In that the agreement was not followed for the six month evaluation and there are two new members to the Village Commission, the following options are presented for your consideration:

Option 1: The three returning Commissioners (Mayor Leon-Kreps, Vice Mayor Lim and Commissioner Chervony) conduct an annual evaluation. The two new Commissioners (Commissioner Gonzalez and Commissioner Duvall) conduct a six month evaluation on or about June 19, then join the annual cycle on or about December 19, 2013.

Option 2: Skip this annual evaluation and create June 19 as the annual cycle date and all five elected officials conduct the evaluations at that time.

Option 3: Skip this annual evaluation and all five elected officials re-start the annual cycle on December 19, 2013.

Option 4: All five elected officials conduct their evaluations starting with the current annual cycle of December 19, 2012.

The Village Manager recommends Option 2. Regardless of which option is chosen, it would be appropriate for the Village Attorney to draft an amendment to the existing agreement delineating the changes. Whichever change the Commission decides on, the Village Manager will agree in principle. Thank you in advance for your consideration.

14B(1)

EMPLOYMENT AGREEMENT
CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into this 24th day of November 2011, between the City of North Bay Village, a Florida municipal corporation, (the "City") and Dennis Kelly ("Kelly" or "City Manager").

RECITALS:

WHEREAS, Section 4.01 of the City Charter (the "Charter") requires that there shall be a City Manager who is responsible for the proper administration of the affairs of the City; and

WHEREAS, Kelly represents he has the expertise and skills to serve as the City Manager; and

WHEREAS, the City desires to employ the services of Kelly as City Manager and Kelly wishes to accept this employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Recitals.

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Duties.

2.1 The City Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the City Charter and applicable sections of the City Code.

2.2. The City Manager shall carry out the policy directives of the City Commission.

2.3 Upon request of the City Commission, the City Manager shall provide the City Commission with a report, which shall include a list of directives from the City Commission and the status of achievement of the same.

2.4 The City Manager shall perform such other duties as may be assigned by the City Commission from time to time.

2.5 The City Manager shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Commission.

Section 3. Salary.

3.1 The City Manager shall receive an initial annual salary in the amount of \$130,000 payable in equal installments in accordance with the City's existing pay periods.

3.2 The salary shall be adjusted from time to time by cost of living adjustments consistent with those provided to other City Department Directors.

3.3 For purposes of this Agreement, the City Manager's Anniversary date shall be January 1st of each year although it is acknowledged his actual start date is December 19th as set forth in Paragraph 17 hereinbelow. Benefits shall be computed from January 1st of each year.

Section 4. Residency/Relocation Expenses.

4.1 Within 90 days of the Commencement Date, the City Manager shall obtain residency in Miami-Dade County and maintain residency throughout the term of this Agreement.

4.2 Because the City Commission requires the City Manager to relocate his residence to Miami-Dade County, the City shall reimburse the City Manager for receipted relocation expenses up to an amount not to exceed \$2,500.

Section 5. Performance Evaluations.

5.1 The City Commission shall conduct its first evaluation of the performance of the City Manager at the completion of the first one hundred and eighty (180) days of the Term ("First Evaluation").

5.2. If the City Manager receives a positive First Evaluation from the City Commission, the City Commission may at its discretion award the City Manager a bonus. Should the City Commission award a bonus to the City Manager, said bonus shall be payable as a contribution into an existing deferred compensation plan selected by the City Manager payable within thirty (30) days of such award or such other manner as determined within the discretion of the City Manager.

5.3 Thereafter, the Commission shall evaluate the City Manager's performance at least once annually within 30 days of the Anniversary Date ("Annual Evaluation").

5.4 Upon completion of each Annual Evaluation, the City Manager may receive a salary or benefit increase within the discretion of the City Commission.

5.5 Evaluations performed in accordance with Section 5.1, 5.2, and 5.3 shall be based upon (a) the City Manager's performance of the duties specified in Section 2 and (b) the City Manager's achievements of the City Commission's policy directives.

Section 6. Annual (Vacation) Leave, Sick Leave and Holidays.

6.1 Vacation. On the start date of the City Manager's Term and every Anniversary Date thereafter, the City Manager shall be credited with a total of twenty-five (25) business days of vacation leave which shall immediately accrue.

6.2 Sick Leave. The City Manager shall accrue sick leave at the rates established in the most recent Employee's Policies and Procedures Manual ("Manual").

6.3 Holidays. The City Manager shall be entitled to the holidays listed in the Manual.

6.4 Consecutive Leave. The City Manager shall not use more than five (5) consecutive business days of Vacation leave without prior approval of the City Commission.

6.5 Pre-Approved Vacation Leave. Notwithstanding the provisions of Section 6.4, the City Manager is approved for vacation days booked prior to his employment with the City for the week commencing January 15th through January 23, 2012. This Vacation leave will be deducted from the accrued leave as described in Section 6.1.

6.6 To the extent the City Manager accrues vacation leave that is unused in any given year, any unused leave in excess of over ten (10) days shall be cashed as of December 31 of each year at the City Manager's salary rate in effect at the time. The remaining ten (10) days annual leave shall be rolled over to the following year.

Section 7. Retirement Plan.

The City shall enroll the City Manager in the Florida Retirement System ("FRS") Management Class and shall make a contribution in an amount set by law in the retirement system available to City employees during the time of his employment and during any severance period.

Section 8. Health Insurance.

8.1 The City Manager shall receive the benefits currently provided to City Director level employees for health insurance to include vision, life and dental insurance, as outlined in the Manual.

8.2 The City shall also provide health, vision and dental insurance to the City Manager's spouse at no additional cost to the City Manager.

Section 9. Life/ Disability/Other Benefits.

9.1 Term Life Insurance. The City shall provide the City Manager with a term life insurance policy equal to the City Manager's annual salary.

9.2 Long Term Disability. The City shall provide the City Manager with a long-term disability policy, at the basic plan level that is available from the City's existing insurance provider.

9.3 Other Benefit Participation. Should the Manual be amended by action of the City Commission, the City Manager's benefits listed in this Section shall be changed to add any benefits provided in the amended Manual provided to other Department Directors of the City, at his option.

9.4 Survivors' Benefits. In the event of the death of the City Manager, his surviving spouse or dependents shall be entitled to payment of all of his accrued vacation and sick leave based on the City Manager's then current salary and shall be further entitled at her expense to COBRA election of continuation of health and dental insurance benefits.

Section 10. Professional Dues and Expenses.

10.1 The City shall pay for all reasonable and customary professional dues and subscriptions necessary for City Manager's participation in municipal associations and organizations, as approved in the City's annual budget.

10.2 The City shall pay reasonable non-personal job related expenses incurred by City Manager, if incurred as part of his duties. Such payments shall be made on a reimbursement basis, based upon submittal of City Manager's actual receipts and expense vouchers.

10.3 The City shall pay for the reasonable and customary travel expenses of City Manager for meetings and seminars, as annually budgeted by the City Commission or as may be directed by the City Commission.

Section 11. Car Allowance.

11.1. The City recognizes that the City Manager will be utilizing his personal automobile in the course of his performance.

11.2. The City Manager shall receive an automobile allowance of \$400 per month.

11.3. The City Manager shall be responsible for his vehicle's operation, maintenance, repairs, taxes, tags, insurance, fuel and other general non specific expenses for said automobile.

Section 12. Telecommunications/Technical Equipment

The City shall provide to the City Manager and shall pay all reasonable charges related to a cellular telephone/PDA and laptop. The City shall provide the City Manager with any other appropriate office supplies, material, and equipment as may be necessary for the City Manager to make himself available to perform his duties and to be able to maintain communications with the City's residents, the City Commission and staff at all times, as approved in the City's annual budget.

Section 13. Days.

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 14. Bonds.

The City shall pay for the cost of any bonds for the City Manager required by Florida Law or the City Charter.

Section 15. Indemnification.

15.1 To the extent permitted by law, the City shall defend, save harmless, and indemnify the City Manager against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Manager's duties or position with the City.

15.2 The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance including attorneys' fees.

15.3 Notwithstanding the provision of Section 15.1, the City shall not be obligated to indemnify or save harmless the City Manager from claims of any nature arising out of the malfeasance of the City Manager, or from injury or property damage caused by the intentional misconduct of the City Manager.

15.4 This indemnification provision shall survive the termination of this Agreement.

Section 16. Attorney's Fees.

The City and the City Manager are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity as more specifically provided herein. In the event of any litigation between the City and the Manager resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

Section 17. Term.

17.1 This Agreement shall commence on December 19, 2011 ("Commencement Date") and continue through December 1st, 2014 ("Term") unless terminated earlier as provided in this Agreement.

17.2 At least 90 days prior to December 18, 2014, unless this agreement has terminated earlier as provided in this Agreement, the City Commission shall notify the City Manager of its intention to enter into a new agreement, extend this Agreement for such term as the parties may agree or allow this Agreement to expire. Failure of the City Commission to act shall be deemed a decision to allow this Agreement to expire.

Section 18. Termination.

18.1 In accordance with the City's Charter, the City Manager shall serve at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the City Manager at any time. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position, subject only to the provisions set forth in this Section of this Agreement.

18.2. In the event the City Manager is terminated from the City's employment prior to the expiration of the Term without cause and provided that the Manager is otherwise willing and able to perform his duties under this Agreement, then in that event, the City agrees to give the City Manager thirty (30) day's notice of its intent to terminate him. At the expiration of that time, the Manager shall be deemed terminated and the City shall pay the City Manager a Severance Payment as follows:

18.2.1.

- (i) If terminated within the first 365 days of the Term, two (2) months;
- (ii) If terminated between the 366th and 730th day of the Term, three (3) months;
- (iii) If terminated from the 731st day to the last day of the Term, four (4) months.

18.2.2. Medical, dental, vision, and pension benefits shall continue in the same manner and to the same extent as if the City Manager had remained employed to coincide with the number of months of Severance Payment from the date of termination or until the Manager is employed by another employer, whichever occurs first. The Manager shall also be compensated for all accrued unused vacation time calculated based upon the Manager's then current salary.

18.3 In the event City Manager is terminated from the City's employment with cause the City shall have no obligation to pay any Severance Payment. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement; (ii) violation of any applicable laws or codes; (iii) malfeasance or misconduct as defined by Florida Statutes; (iv) Fraud, misappropriation or embezzlement; (v) violation of the Florida Code of Ethics for Public Officers and employees, the Miami-Dade Conflict of Interest and Code of Ethics, the City Charter, or the City's Conflict of Interest Ordinance; or (vi) conviction of a felony (including a misdemeanor involving moral turpitude) or a finding of guilt of a felony (including a misdemeanor involving moral turpitude) with a withholding of adjudication.

18.4 In the event that the City Manager voluntarily resigns during the Term of this Agreement, the City Manager shall provide the City with 60 days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the City Manager under this Section, the City Manager shall not be entitled to receive the Severance Payment specified in Section 18.2, but the City shall pay the City Manager all accrued unused sick and vacation leave calculated at the City Manager's rate of pay in effect upon the date of termination.

18.5 In the event that the City Manager voluntarily resigns with less than 60 days advance written notice, the City Commission may elect to terminate the City Manager

immediately or allow the City Manager to continue to serve until the date specified in the City Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the City Manager shall not be entitled to receive either Severance Payment or vacation or sick leave unless the City Commission authorizes payment of same.

18.6 If the City Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of ninety (90) consecutive days during the Term of this Agreement, due to either disability, sickness, accident, or injury as certified by a physician, this Agreement shall be deemed terminated. In the event of the City Manager's death, this Agreement shall be deemed terminated. If the Agreement is terminated under this Section, then the Severance Payment specified in Section 18.2 shall not be applicable.

18.7 Unless otherwise specified in this Agreement, upon termination or expiration of this Agreement, the City Manager or his beneficiary, shall be entitled to receive payment of any accrued unused sick or vacation leave in accordance with the terms of this Agreement.

18.8 Notwithstanding the provisions of Section 18.7, if the City Manager is terminated for cause, sick and vacation leave shall not be paid.

18.9 For purposes of this Section, "Severance Payment" shall be based upon the salary specified in Section 3.1 and shall include the City's continued payment of the City Manager's medical, dental, vision, and pension benefits as specified in Section 18.2.(i).A. All Severance Payments shall be paid to City Manager in a lump sum upon his termination or within thirty (30) days thereafter at the City Commission's option. The City shall have no further financial obligation to the City Manager beyond those payments specified in this Section.

Section 19. Miscellaneous Provisions.

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

19.4 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the City Manager.

19.5 Governing Law. Florida law shall govern this Agreement and any litigation, which may arise from this Agreement, shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

19.6 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a City Commission meeting. Notice shall be sent as follows or at such address as may be provided in writing to all parties at any time during the Term.:

For the City:

, Mayor

City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
(305) 756-7171

With a copy to:

Nina Boniske, City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
(305) 854-0800

For the City Manager:

Dennis Kelly
5700 Graystone Drive
Ft. Smith, Arkansas 72916

Section 19.7 Construction. This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

Section 19.8 Severability. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 19.9. Terms of Personnel Manual. Unless specifically otherwise addressed or specified in this Agreement, and to the extent applicable, the terms of the Manual shall apply.

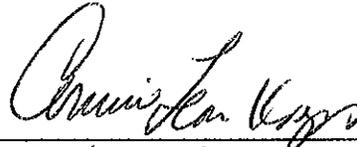
Section 20. WAIVER OF JURY TRIAL.

BOTH THE CITY AND THE CITY MANAGER KNOWINGLY,
VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN

ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the City, by signature of the Mayor as authorized by the City Commission in accordance with Resolution No. 2011-51 passed on November 29, 2011, and City Manager have signed and executed this Agreement the day and year first above written.

CITY OF NORTH BAY VILLAGE

By: 
Connie Leon-Kreps, Mayor

ATTEST:


Yvonne Hamilton, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF THE CITY COMMISSION ONLY:


City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

CITY MANAGER

Dennis Kelly
Date: 12/9/2011

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