

# REQUEST FOR PROPOSALS PROFESSIONAL LEGAL SERVICES



TOWN OF JUNO BEACH  
340 OCEAN DR, JUNO BEACH, FL 33408

**REQUEST FOR PROPOSALS  
PROFESSIONAL LEGAL SERVICES**

**NOTICE OF HEREBY GIVEN** that the Town of Juno Beach (the “Town”) is accepting **sealed proposals** from experienced and qualified attorneys and / or law firms to provide a full range of municipal legal services and to serve as the Town Attorney.

Interested firms are required to submit one (1) original and five (5) copies of their **sealed proposals on or before 11:00 AM local time on Friday, September 26, 2025, in a sealed envelope clearly marked with your firm’s name and “PROFESSIONAL LEGAL SERVICES”** at the following address:

Town of Juno Beach  
Attention: Town Clerk  
340 Ocean Drive  
Juno Beach, Florida 33408

Late responses will be returned to the sender unopened.

Responses will be publicly opened at 11:00 A.M., on the date referenced above, at Town of Juno Beach, Town Center, Council Chambers, 340 Ocean Drive, Juno Beach, Florida 33408, in the presence of the Town Clerk or designee. Appointment or award of a contract will be made at a subsequent Town Council meeting.

The Town Council of the Town of Juno Beach reserves the right to reject any and all responses, to waive any informality in a response, to make an appointment or award in the best interests of the Town or to discontinue the RFP at any time.

The full RFP package is available from [www.demandstar.com](http://www.demandstar.com) and the Town website ([www.juno-beach.fl.us](http://www.juno-beach.fl.us)). Questions shall only be presented **by email** to the Town Clerk, Caitlin E. Copeland-Rodriguez ([ccopeland@juno-beach.fl.us](mailto:ccopeland@juno-beach.fl.us)).

All respondents are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town solicitations.

The Town of Juno Beach reserves the right to waive any irregularities and reject any and all proposals.

Caitlin E. Copeland-Rodriguez, Town Clerk  
TOWN OF JUNO BEACH, FLORIDA

[Palm Beach County Legal Ads Website](#)  
Published on: Wednesday, August 27, 2025

## **SECTION 1: BACKGROUND AND GENERAL TERMS AND CONDITIONS**

### **1.1 PURPOSE**

The Town of Juno Beach, Florida, (the “Town”), a municipality in northern Palm Beach County, seeks to secure a contract with a professional attorney or law firm (“Firm”) for the provision of professional municipal legal services, including serving as Town Attorney.

### **1.2 TOWN OVERVIEW**

Juno Beach is today a beautiful seaside community covering approximately two square miles, plus abundant protected coastal and dune natural areas under the jurisdiction of a combination of other governmental entities.

Our community is predominantly residential and is home to approximately 3,900 year-round residents, as well as being a seasonal home away from home for many others. Fine oceanfront estates, single-family homes, condominiums, and businesses provide an ideal setting for vacation or permanent residence.

The Town operates under the council-manager form of government, featuring a five-member council vested with all legislative powers, including approval of the annual budget, and a Town Manager serving as the chief executive officer of the municipal corporation.

There are 36 FTEs, 18 of which are in the Police Department, with officers represented by the PBA union. Fire services are provided by Palm Beach County. The Town’s total FY 2025-26 Budget is \$10.8M, including restricted revenue sources.

### **1.3 TERMINOLOGY**

The words “proposal,” “Proposal,” “response,” and “Response” for this solicitation are considered interchangeable where the context admits.

The words “Town Attorney”, “attorney”, “Company” and “firm” that denote Respondents to this Request for Proposals are considered interchangeable.

### **1.4 PROPOSAL DEVELOPMENT COSTS**

The Town shall not be liable for any expense incurred in connection with the preparation or submission of a response to this RFP.

The Respondent shall prepare a Response with the understanding that no claim for reimbursement shall be submitted for the expense of preparation, submittal, or delivery of a response.

## 1.5 RFP SCHEDULE

The timeline captioned below is subject to change but represents our intended schedule and candidate individuals and firms should plan accordingly.

<b>Timeline</b>	<b>Date</b>
<b>Advertisement of RFP</b>	<b>Wednesday, August 27, 2025</b>
<b>Proposal Opening</b>	<b>Friday, September 26, 2025</b>
<b>Town Council Evaluation and Ranking Date</b>	<b>Wednesday, October 8, 2025, at 3PM</b>
<b>Presentations/Interviews/Final Tabulation – <i>If requested by Council (optional)</i></b>	<b>Wednesday, October 15, 2025, at 3PM</b>
<b>Award Consideration</b>	<b>Wednesday, October 22, 2025,</b>
<b>Negotiation of Terms of Appointment or Contract</b>	<b>To be determined</b>

## 1.6 WITHDRAWAL OF RESPONSE

A Respondent may withdraw a proposal by notifying the Coordinator and Respondent Liaison by email at any time *prior* to the RFP due date. A Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for a period of ninety (90) calendar days from the opening date, or until the Town Council awards a contract, whichever is sooner.

## 1.7 RFP COORDINATOR AND RESPONDENT LIAISON

The RFP Coordinator and Liaison for the Professional Legal Services RFP is:

Caitlin E. Copeland-Rodriguez, Town Clerk  
[ccopeland@juno-beach.fl.us](mailto:ccopeland@juno-beach.fl.us)

The Town will not respond to oral inquiries.

Prospective candidates and Respondents may *only* submit email questions or inquiries to the coordinator, and not to any Town employee, contract service provider, or elected official. Any question for the Town's existing legal services provider must be directed to the Town Clerk, consistent with this section and section 1.8 – Contact Prohibition.

The Town will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the Town's website, DemandStar, and VendorRegistry.

It shall be the responsibility of the Respondent, prior to submitting a proposal, to track and make any necessary adjustments to any addenda issued; no direct notifications of such will be made by the Town.

## **1.8 CONTACT PROHIBITION**

All candidates and Respondents are instructed **NOT** to contact any Town contractor employee, or elected official, other than Town Clerk Copeland-Rodriquez, the designated Coordinator and Respondent Liaison, regarding any aspect of this RFP or to gain insights or information believed necessary to submit a proposal.

All questions or requests for additional information must only be made *by email* to the Coordinator and Respondent Liaison. Additionally, any outreach to a candidate firm or Respondent from a prohibited contact reference any aspect of this RFP or the services being solicited through this RFP must be professionally declined by the candidate attorney or firm.

Any contact in violation of this prohibition shall be cause for rejection of a submittal. Please see the attached Exhibit “A” – “Cone of Silence” for further information.

## **1.9 METHOD OF AWARD**

The contract will be awarded to that responsible firm selected as the most highly qualified and experienced with municipal government law who submits pricing and qualifications that are determined to be fair and reasonable. Only attorneys or firms of suitable reputation with proven competence and expertise, including a record of integrity and business and legal ethics, will be considered.

Attorneys or firms with demonstrated success serving communities operating under the council-manager form of government are preferred, though those documenting associated knowledge, skills, and abilities will also be considered.

## **1.10 TERM OF CONTRACT**

The firm selected shall serve at the pleasure of the Town Council. Following initial selection, the Town Attorney is appointed annually at the Town Council’s annual organizational meeting, provided that firm has satisfactorily performed the services herein described, as determined solely by the Town.

The term of any contract shall commence upon signing. The exact contract term is subject to negotiation, with an initial three-year term preferred.

A proposal is not binding until proposals are reviewed, accepted, and an appointment is made, or a contract is executed by the parties.

## **1.11 MONTHLY INVOICES PAYMENTS/ BILLING**

Cut-off date is the close of the last business day of the month. Attorney or firm shall submit by the 10th day of the following month a completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, the firm shall submit their application on the next workday. The Town

will remit payment within 10 business days from completion of the next regular Town Council meeting following receipt of a complete invoice.

If a firm is selected, each bill for services and costs should be submitted directly to the Town Manager's Office in a form that includes, at a minimum, the following information by billable increment:

1. Date of service.
2. Clear description of service, including the exact staff person, councilmember, Town board member, or other specific contact involved. If a particular case, complaint, or property is involved, billing must list such detail.
3. Name of person requesting work.
4. Attorney who performed service.
5. Cost for each service: Time spent, increments of one tenth hour x hourly rate (if applicable) = billed cost.

Note: For fixed rate monthly retainer proposals, a similar log of services provided is necessary, with hourly rate calculations only necessary, as applicable, for services identified in the proposal as excluded from the retainer.

Each different service performed must be listed separately.

The description of services must permit the Town to perform a meaningful analysis of the services provided. For example, an entry for "legal research" or "telephone conference" is not an acceptable description of services. The subject matter of a telephone call or discussion and its participants, the research performed if applicable and the purpose must be specified, as described above.

Retainer or fixed fee billings may use a "flat" or "retainer" amount.

Details regarding the authorization of work and billing of reimbursable expenses will be addressed in the contract, if a firm is selected.

The Town prefers but does not require enrollment in the Electronic Funds Transfer (EFT) Payment Program.

## **1.12 LIABILITY OF PERSON OR FIRM**

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

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

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

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

### **1.13 INSURANCE**

The Attorney or Firm (“Contractor”) shall provide proof of insurance meeting the following requirements, agree to keep in full force, effect, and good standing such insurances. All policies must provide at least ten (10) days’ notice of non-renewal or cancellation, and Respondent shall be responsible for providing such notice to the Town.

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

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

**NOTE: IF AWARDED THE CONTRACT, THE TOWN OF JUNO BEACH MUST APPEAR ON EACH CERTIFICATE OF INSURANCE AS ADDITIONAL INSURED.**

#### A) Comprehensive Commercial General Liability Insurance.

Comprehensive General Liability policy with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during the initial and any renewal term of this Agreement. Coverage must include the following, without restrictive endorsements:

- Premises and Ongoing Completed Operations – on a primary and non-contributory basis including waiver of subrogation on behalf of the Town of Juno Beach.
- Independent Contractors.
- Broad Form Property Damage.

- Broad Form Contractual Coverage applicable to this specific Contract, including any hold Harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

B) Umbrella Insurance

Umbrella Liability Insurance above the primary commercial general liability, automobile liability, and employers' liability policies required herein. The limit shall not be less than One Million Dollars (\$1,000,000.00) each occurrence and annual aggregate per occurrence during the initial and any renewal term of the Agreement.

C) Worker's Compensation Insurance

Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000.00) per accident, covering all of the firm's employees. A minimum \$500,000 limit for disease is required. Contractor agrees to be responsible for the employment, conduct, and control of its employees and for any injury sustained by such employees in the course of their employment. A waiver of subrogation in favor of the Town of Juno Beach is required.

D) Professional Liability or Malpractice or Errors and/or Omissions Insurance

Minimum \$2,000,000 per occurrence, with a \$4,000,000 policy term aggregate. Occurrence Form is required.

- E) Automobile Insurance: A firm shall supply proof of commercial policy and individuals shall supply proof of current auto coverage, to include all vehicles owned and leased, with limits of not less than \$1,000,000.00 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement. If an individual is selected, Automobile Insurance coverage, as specified above, is required with limits of not less than \$300,000.00.

#### **1.14 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

The work to be performed under any contract with the Town resulting from a competitive solicitation may be federally funded and subject to federal provisions. When any Town or State requirements, or general or special terms and conditions are in variance or conflict with the Supplemental Federal Provisions, the Supplemental Federal Provisions shall prevail. Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Contract awarded pursuant to this RFP.

### **1.15 TRADES AND LICENSING**

The Proposer must be licensed in accordance with the provisions of the Code of Palm Beach County and Florida State Statute. Proof of licensing is required prior to entering into the Contract. Respondents must be members in good standing of the Florida Bar. Board certification in City, County, and Local Government law is preferred but not required.

### **1.16 CONFLICT OF INTEREST**

The Proposer acknowledges that the nature of the legal services to be performed requires that the Proposer must not have or appear to have a conflict of interest with any potentially adversarial party. The Proposer agrees that:

- A. The Proposer shall identify any potential conflicts of interest and client representation that could potentially create a conflict of interest with representation of this Town. This includes representation of surrounding municipalities. In the event of such a situation, the Proposer agrees that by responding to this RFP the Proposer will identify this conflict and recuse itself on such conflicting matter from representation of *both entities*, with conflict counsel to be chosen by the Town Council. In the future, the Proposer shall not accept any cases or legal work, assignments, compensation, consideration or gratuities from any other party with an interest in any subject matter or any contract with the Town that is or could be a conflicting or have the appearance of conflicting with the interests of the Town relative to the purposes of any resulting contract.
- B. In the event that a conflict or potential conflict of interest arises, the Proposer shall notify the Town in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of the agreement for cause.

### **1.17 DISCRIMINATION / NONDISCRIMINATION**

- A. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- B. During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

- C. By entering into this Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

### **1.18 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

### **1.19 REGULATIONS**

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

### **1.20 AMENDMENT**

The individual or firm selected understands and agrees that the contract awarded to a firm constitutes the sole and complete understanding between the parties. No amendment, change, or addendum to the contract is enforceable, unless agreed to in writing by both parties.

### **1.21 ASSIGNMENT**

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

### **1.22 PUBLIC RECORDS**

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Email communications may therefore be subject to public disclosure.

## **1.23 EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the firm must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. If exceptions are not stated by the firm, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the Town. Exceptions are to be listed by the firm on an attachment included with the bid response.

## **1.24 TOWN RESERVED RIGHTS**

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

The Town, in its sole discretion, may retain other attorneys, firms or both for specialized tasks or services if it determines such arrangements are in the Town's best interest. The Town reserves the right to negotiate fee proposals, terms and conditions in an appointment or a contract.

## **SECTION 2: MINIMUM FIRM QUALIFICATIONS**

### **2.1 OVERVIEW**

The selected firm shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience. In all professional functions, the contracted lawyer must be competent, prompt, and diligent; maintain communication with Town staff; and maintain confidentiality, except in so far as disclosure is required or permitted by the Rules of Professional Conduct or by law.

Firm shall provide an organizational chart listing all the personnel needed to complete the services described herein.

Qualification submittals will be considered from qualified firms whose experience includes successful work with similar services. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

The primary designated attorney will have a Juris Doctor (JD) degree and be licensed to practice law in Florida. A minimum of ten (10) years of increasingly responsible legal experience in the practice of Florida municipal law is required. Experience in development/redevelopment is critical. Experience in litigation is also highly desirable. The attorney(s) other than the primary designated attorney (assistant Town attorney and attorney(s) other than the primary) must have a minimum of seven (7) years' experience practicing Florida municipal law and representing municipal

governments or other related experience. The Attorney(s) must be licensed with the State of Florida and be in good standing with the Florida Bar Association.

The firm must demonstrate:

- Experience and knowledge of local governmental and administrative law.
- Experience advising elected bodies, the Town Manager and administrative boards operating in the Florida Sunshine Law and Public Records environment, with experience serving within a council-manager<sup>4</sup> form of government preferred.
- Exceptional interpersonal skills, composure, a team-oriented philosophy, and the ability to work with a variety of diverse groups and issues.

## **2.2 KNOWLEDGE, SKILLS, AND ABILITIES**

The firm shall possess expertise in all areas of complex local government law, including but not limited to the following areas:

1. Preparation of legislation and/or development of policies and procedures
2. Land use and zoning matters.
3. Procurement/preparation and evaluation of RFPs, RFQs, and bidding issues.
4. Code compliance and environmental issues.
5. Drafting of development agreements, proportionate share and impact fee agreements, traffic impacts and mitigation, platting, and service agreements.
6. Monitor, review and advise as to all state and federal legislation that may affect the Town in any way.
7. Labor, employment law, and all HR issues
8. Ad valorem tax issues.
9. Real estate and real estate related transactions and matters.
10. Construction and construction-related issues.
11. Sunshine, public records laws, conflict of interest and other ethical issues.
12. Charter review and preparation of charter amendments/ballot amendments.
13. Police and police-related and/or constitutional issues.
14. Telecommunications and franchise issues.
15. Contract law and Administrative Law including interpretation of governmental agency rulings.
16. Federal and State Grants Recipient regulations and compliance.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1 OVERVIEW**

The Town Attorney is the primary legal advisor to the Town Council and the Town Staff. The Town Attorney is appointed by and serves at the pleasure of the Town Council. The activities of the Town Attorney and his/her staff are coordinated through the Office of the Town Manager and the Office of the Town Clerk, consistent with Town Council policy.

The Town Attorney provides legal counsel in drafting and implementing ordinances and resolutions; renders opinions on legal issues affecting the Town; and keeps the Town Council and Town staff informed of new laws or judicial opinions that could affect the Town in any way. The Town Attorney attends in person regularly scheduled meetings of the Town Council, Planning & Zoning Board, Special Magistrate Hearings, and any special Council meetings. As necessary, the Town Attorney may represent the Town in court.

Proposals are solicited from qualified firms whose experience includes successful work with similar services; providing the required services within a council-manager form of government is beneficial. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete services in the time required and in accordance with State of Florida statutes and standards, as applicable.

The Town expects a law firm to appropriately staff the matters it handles for the Town. Law firm attorneys and paralegals should handle work that is commensurate with their professional experience and skill. In general, on routine matters, the Town expects to have a partner or senior associate as the primary attorney, and an associate and/or paralegal (if appropriate) may handle the routine work fitting their abilities.

The Town Manager and/or the Town Council reserve the right to select other specialized counsel outside of the Respondent on a case-by-case basis.

Respondents unable to provide any service identified shall indicate the specific services not available and/or propose a method and specific fee schedule for any such specialized services. To the extent that a separate law firm must be engaged to provide a listed service, such firm shall be identified and firm details required if the Respondent shall also be provided for the proposed third-party partner in delivering such services.

### **3.2 ILLUSTRATIVE ROLES AND RESPONSIBILITIES**

The attorney or firm will be responsible for typical Town Attorney duties, including but not limited to:

1. Be the attorney of record, or be responsible for the oversight of the attorney of record, in all civil suits, actions and legal proceedings wherein the Town Council, departments, boards, Town officials or employees are parties by virtue of their official positions or actions, unless such suits, actions or legal proceedings are assigned by the Town to special counsel;
2. The Town Attorney will draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence.
3. Support or lead, as appropriate, contract development, negotiation, interpretation, and dispute resolution.

4. Provide for the defense of all civil suits, actions and legal proceedings brought against the Town unless such suits, actions or legal proceedings are assigned by the Town to special counsel.
5. Serve as legal adviser to the Mayor, Town Council, Department Directors, including matters of employment law, Town staff, and the Planning and Zoning Board.
6. Render written legal opinions on matters relating to Town government and the interpretation, construction and meaning of the charter, statutes, ordinances, resolutions and contracts affecting or pertaining to Town government.
7. Prepare or review and approve as to form and legal sufficiency, all Town ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the Town or in which the Town is a party, including electronic review of all agenda items advancing for Town Council consideration;
8. Attend and be present during all Council regular meetings (generally, every 4<sup>th</sup> Wednesday of the month at 5:00 PM), workshops and special meetings of the Town Council. The Town Attorney shall represent the Council at each of these meetings, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council. When requested by the Town Council, attend meetings of special committees of the Town Council and meetings of Town boards.
9. Attend and be present for all meetings of the Planning and Zoning Board, typically held every 1<sup>st</sup> Monday of the month at 4PM.
10. Perform all duties and functions imposed by general or special laws upon Town attorneys.
11. Monitor the performance of any duties assigned to special counsel.
12. Assist in the drafting and review of the Town's Comprehensive Plan and any amendments thereof.
13. Keep the Town Council and Town staff informed of new laws or judicial opinions that could affect the Town in any way.
14. As requested, the Town Attorney will provide the Town staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements, and title matters.
15. As requested, the Town Attorney will provide the Police Department with legal counsel and/or coordination on certain Confiscated Property Fund matters, Nuisance Abatement matters, and other matters primarily under the jurisdiction of the Police Department.

16. The Town Attorney will perform other legal research and provide legal advice as requested by the Mayor, Town Council, or Town staff.
17. Participate in labor and other negotiations when requested, noting that the Town has only one bargaining unit with a contract settled in 2023 and a reopener for only salary negotiations for the next three years.
18. Submit (monthly) reports of activities performed, including but not limited to status and updates on active files, and prepare an annual report of all Legal matters concerning the Town requested during the annual audit.
19. When requested, interviewing witnesses, taking testimony, review of reports, and legal research; and
20. The selected Attorney or firm shall maintain auditable records 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 Town reserves the right to determine record-keeping methods in the event of non-conformity.
21. Provide Including interpretation of governmental and agency rulings, particularly Palm Beach County, FDOT, Florida Statutes.
22. Support federal and state grants recipient regulatory compliance, such as with FEMA, including any necessary legal advice as a result of a disaster or emergency event.
23. Provision of staff assistance, legal research, and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements, referendum questions, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations, grant guidelines, pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice;

### **3.3 LABOR AND EMPLOYMENT LEGAL SERVICES**

In connection with this RFP, it is the Town's desire to contract with an attorney or firm who can provide expertise, quality, experience and resources to effectively guide, direct, and represent the Town with legal services and guidance pertaining to employment law. The Proposer shall be responsible for working with the Town Manager and Finance/HR Director in managing personnel issues and providing assistance in labor contract negotiation, as necessary. Provides legal guidance to ensure the Town policies and operations are in compliance with all applicable employment law statutes, agreements, laws, orders, rules, ordinances and regulations as well as all applicable local, state, and federal issues that might impact the Town.

## SECTION 4: PROPOSAL FORM AND CONTENT

### 4.1 OVERVIEW

Proposals must be demonstrably responsive to the requirements of this RFP. Concise presentations will receive favorable consideration, as writing and presentation styles will be considered a representative sample of the individual's or firm's level of written communications competence. Proposals developed by a third party or artificial intelligence tools must be identified as having been aided in such regard.

One ORIGINAL bearing the blue ink hand signature of an authorized agent and five (5) paper copies are required. One electronic version delivered by Dropbox link is also required ONLY UPON DIRECT REQUEST FROM THE TOWN *after* sealed bids have been opened. No electronic copy shall be provided until requested in writing (by email) by the Coordinator and Respondent Liaison.

### 4.2 PROPOSAL FORM

The following sections must be included, in this order:

1. Title page.

List the RFP title, the name of the individual attorney or firm, address, telephone number, facsimile, email address, contact person, and date.

Include a Table of Contents with clear identification of the material included in the submittal by page numbers.

2. Table of contents.

Clearly identify the material included in the submittal by corresponding page number(s).

3. Letter of interest.

Provide a letter describing the person's or firm's interest and introduction of the response which must be executed by the person or an authorized representative of the firm. The letter should also include a brief overview of the person's or firm's work history and statement concerning the experience working for or with Florida municipal governments.

4. Primary and secondary representatives.

For an individual, provide a resumé. For a firm, provide the name of the person who will provide the primary professional legal services to the Town (as "Town Attorney") and the names of one or more persons who will act in a back-up Town. Provide resumé's of the primary attorney (i.e., person proposing to serve as Town Attorney) and of back-up attorneys who will assume responsibilities in the absence of the designated Town Attorney. Include a statement that there is no scheduling commitments on the part of the primary and

back-up designees that will conflict with the Town meeting schedules, and that to that extent that such conflict should arise during the term of the agreement, the matter will be resolved to the Town's satisfaction.

5. Experience and qualifications (see Sections 2 and 3).

Expand on information provided in (4) to include clear documentation of the firm's requisite knowledge, skills, abilities, and experience requested in this RFP.

6. Approach to providing required legal services.

Describe the approach to be used in delivering Town Attorney legal services. Include routine, special assignment, and proactive legal services designed to minimize claims and litigation. Also address tools and techniques for minimizing the financial burden associated with legal services, including staying within an approved annual budget.

7. Location.

Provide the address of the primary office of the firm that will be providing legal services to the Town. Provide a list and description of ownership, office location, and principal office where the majority of the Town's work will be performed and contact information.

8. Cost proposal (see Section 4.3)

9. Litigation history.

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

10. Conflict of interest.

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

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

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

11. References.

Provide five (5) references. Include contact names, titles, firm, government or company names, telephone numbers, and email addresses. If the reference is to highlight particular specialized knowledge, skills, or abilities required in this RFP, please indicate such purpose.

12. Drug-free Workplace.

The Town of Juno Beach is a Drug Free Workplace.

It is a requirement that the attached Drug Free Workplace (FORM 2) be signed and returned with this response.

13. Public entities crime statement.

Pursuant to Subsections 287.133(2) and (3), F.S., “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently, \$35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list”.

A form is attached as “FORM 3” and must be submitted with a response.

14. Proposal signature and required forms.

- a. Form 1: Proposal Acknowledgement (must be signed by an authorized agent)
- b. Form 2: Drug-Free Workplace (indicate if a program is in place)
- c. Form 3: Public Entity Crime Statement
- d. Form 4: Non–Collusion Affidavit
- e. Form 5: Statement of Organization

As previously indicated, respondents must be members in good standing with the Florida Bar to be eligible to perform the professional services required for this RFP. Evidence of such registration must be included with a submission. A “Certificate of Good Standing” is available on-line at [www.floridabar.org](http://www.floridabar.org) through the members’ portal under the “Additional Links” section on each member’s page.

#### **4.3 BASIS OF COMPENSATION**

The firm shall identify any services not included within their fee proposal and the proposed manner (hourly rate; negotiated fixed amount; etc.) these additional services will be billed. For purposes

of this solicitation, services not identified as being outside general Town attorney services will be considered covered under the fixed rate monthly retainer, where applicable, or the specified hourly rate for general municipal legal services absent a proposed monthly retainer.

The cost proposal shall include the following:

Option 1 (preferred): Fixed rate, all-inclusive monthly retainer fee accompanied by any specified hourly rate(s) or other fee structure and dollar amount for any specifically identified specialized services and/or activities not covered under the retainer.

Option 2: Hourly rates (or other specified fee structure) for all services and activities to be provided, including any prospective monthly cap(s), as fully detailed by the Proposer.

*All Proposers* must outline the following in their cost proposal:

- A. If applicable, provide an explanation of what is covered in the monthly retainer/fixed fee cap for general services, as well as explicitly indicate any services or costs that are excluded and will be billed separately.
- B. For services or activities not captured under a fixed rate monthly retainer, the hourly rate or other method of fee determination shall be specified in association with each such service, activity, or identified grouping of same.
- C. Where fees or charges are proposed in addition to a retainer or hourly rate, Proposers must indicate what costs and expenses they intended to bill, as needed, and the basis for the charges for such expenses.
- D. Proposers must agree that, where applicable, the number of hours set forth on an invoice must be only the hours spent by the person identified for the services described.
- E. In general, travel, vehicle expenses, or meals in connection with routine services are not reimbursable.

## **SECTION 5: EVALUATION PROCESS**

### **5.1 INSTRUCTIONS TO RESPONDENTS**

Each submission will be reviewed to determine if the qualifications are responsive to the requirements in the solicitation. A responsive submission is one which follows the requirements of this solicitation, includes all documentation, is submitted in the required format, is of timely submission, and has the appropriate signatures as required on each document.

Failure to comply with these requirements may result in the submission being deemed non-responsive.

## 5.2 SELECTION CRITERIA

Respondents are advised, and should take into account in the preparation of a response, that the evaluation for the Respondent's qualifications shall include, but is not limited to, consideration of the Respondent's experience in Florida municipal law and availability, capabilities and hourly billing rate or other compensation sought.

All responses will be screened to ensure that all qualifications and requirements of the RFP are met.

The Town Council may conduct oral interviews with Respondents, as deemed necessary, regarding a Respondent's qualifications, experience, references, compensation sought, and approach in providing Town legal services.

In order for a response to be evaluated and considered, all requested information must be submitted with the response. Incomplete response will be subject to disqualification.

If selected, a formal contract shall be negotiated with the selected person or firm.

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

## EVALUATION OF PROPOSALS

Proposers shall be ranked based on the following criteria.

<b>Max. Points</b>	<b>Category</b>
30	<b><i>Qualifications, Background, and Experience of Firm</i></b> <ul style="list-style-type: none"><li>Expand on information provided in (4) to include clear documentation of the firm's requisite knowledge, skills, abilities, and experience requested in this RFP.</li></ul>
30	<b><i>Approach &amp; Strategy for Providing Legal Services</i></b> <ul style="list-style-type: none"><li>Describe the approach to be used in delivering Town Attorney legal services. Include routine, special assignment, and proactive legal services designed to minimize claims and litigation. Also address tools and techniques for minimizing the financial burden associated with legal services, including staying within an approved annual budget.</li></ul>
20	<b><i>Pricing</i></b>
20	<b><i>References</i></b> <ul style="list-style-type: none"><li>Provide five (5) references. Include contact names, titles, firm, government or company names, telephone numbers, and email addresses. If the reference is to highlight particular specialized knowledge, skills, or abilities required in this RFP, please indicate such purpose.</li></ul>

## EXHIBIT “A” CONE OF SILENCE

**Definitions:** The “Cone of Silence,” as used in this RFP, means a prohibition on any communication regarding the RFP, between:

- a) a potential proposer, respondent, lobbyist or consultant, and;
- b) a Town Council member, Town staff members including, but not limited to, the Town Manager and her staff, and the Town Attorney.

**Restriction:** A Cone of Silence shall be imposed upon this RFP upon the advertisement of the RFP.

**Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the Town Council meeting (whether a regular or special meeting) at which the Town Council considers an appointment or award of a contract. However, if the matter is postponed, the Cone of Silence shall be re-imposed until such time as the matter returns to the Town Council for an appointment or contract award.

**Exceptions to Applicability:** The provisions of this section shall not apply to:

- a) Oral communications at any pre-proposal conferences;
- b) Oral presentations before an Evaluation Committee, if any;
- c) Public presentations made to the Town Council members during any duly noticed public meeting;
- d) Communications regarding the RFP between a Respondent, lobbyist or consultant and the Town’s coordinator and liaison designated as responsible for administering the procurement process for the RFP, provided the communication is limited strictly to matters of process or procedure already contained in the RFP;
- e) Responses to any Town request for clarification or additional information;
- f) Contract negotiations during any duly noticed public meeting;

**Penalties:** Violation of this section by a Respondent shall render any RFP appointment or award of contract to the Respondent voidable by the Town Council. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided in this RFP, violation of any provision of this section by a Town employee may subject the employee to disciplinary action.

Please contact the Town RFP coordinator for any questions concerning “Cone of Silence” compliance.

## EXHIBIT “B”

### CODE OF PROFESSIONAL CONDUCT OF THE FLORIDA BAR RULE 4-1.16 DECLINING OR TERMINATING REPRESENTATION

(a) **When Lawyer Must Decline or Terminate Representation.** Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the Rules of Professional Conduct or law;
- (2) the lawyer’s physical or mental condition materially impairs the lawyer’s ability to represent the client;
- (3) the lawyer is discharged;
- (4) the client persists in a course of action involving the lawyer’s services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or
- (5) the client has used the lawyer’s services to perpetrate a crime or fraud, unless the client agrees to disclose and rectify the crime or fraud.

(b) **When Withdrawal Is Allowed.** Except as stated in subdivision (c), a lawyer may withdraw from representing a client if:

- (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
- (2) the client insists upon taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement;
- (3) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer’s services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- (4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or
- (5) other good cause for withdrawal exists.

(c) **Compliance With Order of Tribunal.** A lawyer must comply with applicable laws requiring notice or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) **Protection of Client’s Interest.** Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

## **Comment**

A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest, and to completion. Ordinarily, a representation in a matter is completed when the agreed-upon assistance has been concluded. See rule 4-1.2, and the comment to rule 4-1.3.

## **Mandatory withdrawal**

A lawyer ordinarily must decline or withdraw from representation if the client demands that the lawyer engage in conduct that is illegal or violates the Rules of Professional Conduct or law. The lawyer is not obliged to decline or withdraw simply because the client suggests such a course of conduct; a client may make such a suggestion in the hope that a lawyer will not be constrained by a professional obligation. Withdrawal is also mandatory if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud. Withdrawal is also required if the lawyer's services were misused in the past even if that would materially prejudice the client.

When a lawyer has been appointed to represent a client, withdrawal ordinarily requires approval of the appointing authority. See also rule 4-6.2. Similarly, court approval or notice to the court is often required by applicable law before a lawyer withdraws from pending litigation. Difficulty may be encountered if withdrawal is based on the client's demand that the lawyer engage in unprofessional conduct. The court may request an explanation for the withdrawal, while the lawyer may be bound to keep confidential the facts that would constitute such an explanation. The lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient. Lawyers should be mindful of their obligations to both clients and the court under rules 4-1.6 and 4-3.3.

## **Discharge**

A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring the client to be self-represented.

If the client is mentally incompetent, the client may lack the legal power to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in rule 4-1.14.

### **Optional withdrawal**

A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. The lawyer also may withdraw where the client insists on taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement.

A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation.

### **Assisting the client upon withdrawal**

Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client. The lawyer may retain papers and other property as security for a fee only to the extent permitted by law. Refunding advance payment of unearned fee Upon termination of representation, a lawyer should refund to the client any advance payment of a fee that has not been earned. This does not preclude a lawyer from retaining any reasonable nonrefundable fee that the client agreed would be deemed earned when the lawyer commenced the client's representation. See also rule 4-1.5.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252);, May 20, 2004 (875 So.2d 448); March 23, 2006, effective May 22, 2006 (SC04-2246), (933 So.2d 417).

**FORM 1: TOWN OF JUNO BEACH, FLORIDA PROPOSAL ACKNOWLEDGEMENT**

Person/Company/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_

State and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Tax ID number (FEIN/SSN): \_\_\_\_\_

Certification

The undersigned confirms as follows:

1. I am a duly authorized agent of the Law Firm submitting the proposal;
2. I have read the Proposal in its entirety and fully understand and accept the terms unless specific variations have been expressly listed below.

Variations

The Respondent shall identify all variations and exceptions taken to this RFP in the spaces provided below unless any such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Respondent will fully comply with the terms and conditions of the RFP. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section \_\_\_\_\_ Variance

\_\_\_\_\_

Section \_\_\_\_\_ Variance

\_\_\_\_\_

(Attach additional sheets as necessary)

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Agent

Proposals lacking the manual and original signature of an authorized agent of the Respondent shall be deemed non-responsive and ineligible for consideration.

**FORM 2: TOWN OF JUNO BEACH DRUG-FREE WORKPLACE CERTIFICATION FORM**

Whenever two (2) or more bids/responses, which are equal with respect to price, quality, and service, are received by the TOWN OF JUNO BEACH for the procurement of commodities or contractual services, a bid/response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process in the event of a tie. 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 controlled substances 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's 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 involved a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are involved, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any individual 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 Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_  
(PRINT Name of Authorized Agent)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Proposer Name)

who certifies that the Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, identified in numbers (1) through (6) above.

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

Signature: \_\_\_\_\_

**FORM 3: Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with RFP – Professional Legal Services.

2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting sworn statement)

its business address is: \_\_\_\_\_

Federal Identification Number (FEIN) is: \_\_\_\_\_  
(if applicable)

If no FEIN, Social Security Number: \_\_\_\_\_  
(for individual signing this sworn statement)

3. My name is: \_\_\_\_\_  
(PRINT NAME of individual signing this document)

My relationship to the entity is: \_\_\_\_\_  
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 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 with 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.

5. I understand that "convicted" or "conviction" as defined in Section 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 (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:  
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;  
or

(b) 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 another 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.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to provide services on contracts let 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.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

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

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and

(Please now indicate which additional statement below applies):

\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

OR

\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

OR

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

\_\_\_\_\_  
SIGNATURE  
(of person whose name first appears above)

\_\_\_\_\_  
DATE

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me on \_\_\_\_\_, 2025,  
by \_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_ (corporation/partnership/other) (describe  
entity: \_\_\_\_\_), on  
behalf of the entity who (check one) [ ] is personally known to me or [ ] has produced  
as identification.

\_\_\_\_\_  
Signature of Notary Public

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

My Council expires: \_\_\_\_\_

**FORM 4: NON-COLLUSION AFFIDAVIT**

The undersigned respondent has not divulged to, discussed, or compared his/her/its response with any other respondents and has not colluded with any other respondent or parties to the RFP whatsoever.

**Name of Town Project:** "TOWN ATTORNEY – LEGAL SERVICES"

\_\_\_\_\_  
Printed Name of Respondent/Firm

\_\_\_\_\_  
**SIGNATURE** of Respondent or Authorized  
Authorized Agent of Respondent

\_\_\_\_\_  
**PRINTED** Name of Respondent or  
Authorized Agent of Respondent

\_\_\_\_\_  
Title

\_\_\_\_\_, 2025  
Date

STATE OF FLORIDA )  
ss: COUNTY OF \_\_\_\_\_)

Sworn to and subscribed before me on \_\_\_\_\_, 2025, by

\_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_, a \_\_\_\_\_

corporation/partnership/other (describe entity: \_\_\_\_\_), on  
behalf of the entity who (check one) [ ] is personally known to me or [ ] has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
PRINTED Name of Notary

My Council expires: \_\_\_\_\_

**FORM 5: STATEMENT OF ORGANIZATION**

Respondent must state whether he/she is an individual, partnership, corporation, joint venture or other entity. Partnerships shall show the names, titles and original signatures of all partners with authority to bind the entity. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture.

If the Respondent is an **INDIVIDUAL**:

Individual's Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

If the Respondent is a **PARTNERSHIP** or **Limited Liability Company** (Provide name and signatures of all partners):

Company Name:  
\_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

(Attach additional sheets if necessary)

**FORM 5: STATEMENT OF ORGANIZATION (CONTINUED)**

If the Respondent is a Florida **CORPORATION** (or authorized to do business in Florida by the Florida Secretary of State:

Corporation name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ **CORPORATE SEAL** \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

If Respondent is a **JOINT VENTURE**:

Name/Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_