Regular Workshop – March 23, 2016
Agenda Item 16

Agenda Item: Requesting Consent for Designation of Ronald J. Cohen as Assistant Town Attorney to Provide Legal Counsel to the Town's Consolidated Retirement System Board of Trustees

Presenter: Town Attorney

Summary: A Request for Proposals (RFP) was publicly advertised by the Town to retain a Pension Attorney to advise the Town's Consolidated Retirement System Board of Trustees. Services contemplated include actuarial, accounting, legal, administrative and other services to transact the business of the Consolidated Retirement System.

A Selection Committee reviewed three law firms for the position and recommended Mr. Ronald J. Cohen to the Town Manager for the position. The Town Manager has approved the Selection Committee's recommendation.

The Town Commission is being asked to consent to appointment of Mr. Ronald J. Cohen as Assistant Town Attorney as provided for in the Town Charter

Attachments: 3-15-16 Memo, Town Attorney to Town Commission;
3-2-16 Legal Services Agreement with Exhibits.

Recommended Action: Pending discussion, forward Letter of Engagement to the April 4, 2016 Regular Meeting Consent Agenda for formal action.

M E M O R A N D U M

Date: March 15, 2016

TO: **MAYOR DUNCAN AND TOWN COMMISSIONERS**

CC: Dave Bullock, Town Manager

FROM: Maggie D. Mooney-Portale, Town Attorney

SUBJECT: Consent to Designation of Ronald J. Cohen as Assistant Town Attorney for purposes of providing advice and counsel to the Town's Board of Trustees for the Consolidated Retirement System

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Request for Proposal 15-030 ("RFP") was publicly advertised by the Town for the retention of a pension attorney to provide professional legal services to the Town's Board of Trustees for the Consolidated Retirement System ("Board of Trustees"). Three (3) law firms responded to the RFP to provide legal services to the Board of Trustees. A selection committee made of up members of the Board of Trustees selected Ronald J. Cohen with the law firm of Rice Pugatch Robinson Storfer & Cohen, PLLC ('Law Firm"). The Board of Trustees conducted a special meeting on December 18, 2015, and accepted the recommendation of the selection committee to recommend award to Mr. Cohen. The Town Manager has approved the recommendation of award from the selection committee.

Town Ordinances 2014-26 and 2015-04, which created the Board of Trustees for the Consolidated Retirement System and consolidated the Town's three prior pension boards into one consolidated system, contemplated that certain professional consultant services would be retained for the benefit of the Board of Trustees administering the system. The consultant services contemplated include: actuarial, accounting, legal, administrative, and "other services to transact the business of the system." See, §§ 34.101(I) and 34.102(G), Town Code. Compensation of all persons engaged by the Town to provide such consulting services to the Board of Trustees and all other expenses necessary for the operation of the system shall be paid from the fund. See § 34.101(I), Town Code.

Under current provisions of the Town's Charter and Code, the authority to enter into contracts on behalf of the Town (including any Town advisory boards) resides within the Town Commission and/or Town Manager. See, Art. III, § 4, Town Charter; §§ 38.11 and 38.14, Town Code. Further, all written contracts entered into by the Town must be approved as to form and legal correctness by the Town Attorney. Art. VI, § 3, Town Charter. The Town Attorney may appoint members of the Florida Bar as Assistant Town Attorneys as long as such appointment is made with the advice and consent of the Town Commission. Art. VI, § 2, Town Charter.

Based upon the competitive selection process, recommendation of the Board of Trustees, and recommendation from the Town Manager, the Town Attorney is seeking to appoint Mr. Ronald Cohen as an Assistant Town Attorney for the limited purposes of: (a) providing legal services as contemplated in Chapter 34 of the Town Code to the Town's Board of Trustees for the Consolidated Retirement System; and (b) providing legal review as to form and correctness of any contracts entered into by the Town on behalf of the Board of Trustees for the Consolidated Retirement System. As required by the Charter, this appointment is being brought forward to obtain the Town Commission's advice and consent.

A copy of Mr. Ronald Cohen's Professional Legal Services Agreement, which includes as an exhibit Mr. Cohen's qualifications, is attached for consideration. A copy of the Posted Recommendation of Award by the Town Manager is also attached for consideration.

This item is placed on the March 23, 2016, Workshop Agenda to request that the Town Commission place this item on the Consent Agenda for formal action at the April 4, 2016 Regular Meeting. Approval of this item will designate Mr. Ronald Cohen of the law firm of Rice Pugatch Robinson Storfer & Cohen, PLLC as an Assistant Town Attorney to provide the Town and the Town's Board of Trustees for the Consolidated Retirement System the limited legal services described herein.

PROFESSIONAL LEGAL SERVICES AGREEMENT

FOR

RFP 15-030 SPECIAL COUNSEL LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

This PROFESSIONAL LEGAL SERVICES AGREEMENT (hereinafter "Agreement") is entered into on behalf of the Board of Trustees for the Consolidated Retirement System, a Town of Longboat Key benefit pension plan & governmental entity (hereinafter 'Board of Trustees"), by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town"), and Rice Pugatch Robinson Storfer & Cohen, PLLC, a Florida Limited Liability Company, whose address is 101 NE 3rd Avenue, Suite 1800, Ft. Lauderdale, Florida 33301 and whose Federal Employer Identification Number is 04-3596446 (hereinafter "Attorney"), as of the latest date appearing on the signature lines below.

WHEREAS, the Board of Trustees desires to retain the services of a competent Attorney to provide professional legal services to the Board of Trustees; and

WHEREAS, the Town, on behalf of the Board of Trustees, has solicited for these professional services via RFP 15-030, an advertised request for proposals; and

WHEREAS, after review and consideration of all responsive proposals to RFP 15-030, on behalf of the Board of Trustees, the Town intends to engage the Attorney to provide professional legal services; and

WHEREAS, the Attorney is agreeable to providing the Board of Trustees the professional services and represents that it is capable and prepared to do so.

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

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE ATTORNEY

The Town, on behalf of the Board of Trustees, does hereby retain the Attorney to furnish, provide and perform the professional services (collectively, the "Services") described in the Town's Request for Proposals RFP 15-030, to include all attachments and addenda, and in the Attorney's response thereto (collectively, "RFP 15-030" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION

2.1 **General**

2.1.1 The Town shall pay the Attorney in accordance with "Exhibit B, Fee Schedule", which is attached hereto and made a part of this Agreement. The Fee Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of Services by personnel in job classifications not listed on the Fee Schedule may result in non-payment for such services.

2.1.2 The Fee Schedule, as set out in Exhibit B may be adjusted by an amendment to this Agreement, after mutual written agreement of the parties, after three (3) years from the effective date of this Agreement.

2.1.3 All of the Attorney's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the Town, on behalf of the Board of Trustees, and, if so requested, shall be furnished by the Attorney to the Town's Finance Director's satisfaction. These include but are not limited to reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.4 An authorized officer of the Attorney shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.5 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key
Finance Department
501 Bay Isles Road
Longboat Key, FL. 34228

With a copy to:

Steve Branham, Chairman, Board of Trustees to the
Consolidated Retirement System
c/o Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
E-mail: Sbranham@longboatkey.org

2.1.6 Intentional misrepresentations of billable hours and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 **Reimbursable Expenses**

All of the Attorney's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks requested by the Board of Trustees. Reimbursable Expenses will be reimbursed by the Town, on behalf of the Board of Trustees, at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Attorney's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

SECTION 3.0 – ATTORNEY'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, on behalf of the Board of Trustees, the Attorney makes the following representations, upon which the Town, on behalf of the Board of Trustees, has actually and justifiably relied:

3.1 That the Attorney has examined and carefully studied all applicable documents, and that the Attorney has the experience, expertise, and resources to perform all required Services.

3.2 That the Attorney has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That the Attorney is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Attorney is a Limited Liability Company duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Attorney has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Attorney now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Attorney shall, at no additional cost to the Town or the Board of Trustees, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

3.8 The Attorney, in its role of representing the Board of Trustees, is that of a fiduciary and the Attorney shall act in accordance with generally accepted principles of fiduciary responsibility.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town, on behalf of the Board of Trustees, and the Attorney agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town, on the behalf of the Board of Trustees and the Attorney pertaining to the Services, whether written or oral

SECTION 5.0 – INSURANCE

5.1 The Attorney shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town and the Board of Trustees as a named, additional insured, as well as furnishing the Town with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Agreement. Said insurance coverages procured by the Attorney as required herein shall be considered, and Attorney agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the Town and the Board of Trustees, and that any other insurance, or self-insurance available to the Town and the Board of Trustees shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Attorney as required herein.

Nothing herein shall be construed to extend the Town's or Board of Trustees' respective liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 Attorney is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Attorney shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
Professional Liability	$5,000,000	Per Claim / Aggregate

Attorney shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key and the Board of Trustees named as additional insureds on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town and Board of Trustees on all policies. Attorney will

maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, throughout the entirety of the Agreement, including any and all renewals.

5.3 Notwithstanding any other provision of the Agreement, the Attorney shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Attorney who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Attorney shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$100,000
Bodily Injury by Disease Each Employee	$100,000
Bodily Injury by Disease Policy Limit	$500,000

5.4 Attorney's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

Nothing herein shall be construed to extend the Town's or Board of Trustees' respective liability beyond that provided in Section 768.28, F.S.

SECTION 6.0 – TERM OF AGREEMENT

The initial term of this Agreement shall be for a three (3)-year time period, commencing upon the effective date, with the option of two (2) one (1) year renewals.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: In the event the Attorney shall default or otherwise violate any of the terms, obligations, restrictions or conditions of this Agreement, the Town, with the approval of and on behalf of the Board of Trustees shall give the Attorney written notice of the default and that such default shall be corrected within five (5) business days of the date of the written notice. In the event the Attorney fails to correct the condition(s) of the default within the aforementioned timeframe, the Town, on behalf of the Board of Trustees, shall have all legal remedies available to it, including but not limited to, termination of this Agreement for cause. Unless the default is corrected within five (5) business days, or within a timeframe agreed to by the Town and the Board of Trustees, in such instance, the Town, with the approval of and on behalf of the Board of Trustees may terminate the Agreement for cause by giving notice of termination to the Attorney, and the Attorney shall immediately cease working for the Board of Trustees and only be paid for all Services properly performed to the date of termination.

7.2 Termination for Convenience of Town on behalf of the Board of Trustees: The Town with the approval of and on behalf of the Board of Trustees, for any reason may terminate this Agreement at any time by giving at least ninety (90) days written notice to the Attorney. Notwithstanding, the Town with the approval of and on behalf of the Board of Trustees may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Attorney, or failure to fulfill any of the insurance requirements as provided herein. In this event, Attorney shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Attorney: This Agreement may be terminated by the Attorney by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Attorney under this Agreement shall be made available to and for the exclusive use of the Town and the Board of Trustees at no additional cost to the Town. The Attorney shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, on behalf of the Board of Trustees, the Attorney shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Attorney expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees, and the Board of Trustees and its members (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Attorney or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Attorney's insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.2 The Town and the Board of Trustees review, comment and observation of the Attorney's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.3 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Attorney under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Attorney or of any third party to whom Attorney may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

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

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town and the Board of Trustees, shall be mailed to:

Steve Branham, Chairman, Board of Trustees to the Consolidated Retirement System
c/o Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
E-mail: Sbranham@longboatkey.org

With a copy to:

David R. Bullock, Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228-3142
E-mail: dbullock@longboatkey.org

and

Susan L. Smith, Finance Director
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228-3142
E-mail: ssmith@longboatkey.org

and

Maggie Mooney-Portale, Esq.
Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@swflgovlaw.com

and

The Town's Purchasing Manager via e-mail at Purchasing@longboatkey.org

As to the Attorney: Rice Pugatch Robinson Storfer & Cohen, PLLC

Attorney's Contact Name & Title: Mr. Ronald J. Cohen, Partner

Attorney's Contact Address: 101 NE 3rd Avenue, Suite 1800, Ft. Lauderdale, Fl. 33301

Attorney's Contact Email: rcohen@rprslaw.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 The Attorney binds itself, its partners, successors, assigns, and legal representatives to the Town, on behalf of the Board of Trustees, in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town or the Board of Trustees are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town, on behalf of the Board of Trustees, and Attorney, who agree that this Agreement shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 – PUBLIC RECORDS

Pursuant to applicable Florida law, the Attorney's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Attorney shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Town, with a copy provided to the Board of Trustees, at the conclusion of the Agreement, as provided for in Section 119.0701, F.S.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

The Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Attorney to solicit or secure this Agreement and that Attorney has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Attorney any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Town, with the approval of and on behalf of the Board of Trustees, shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Attorney represents to the Town and to the Board of Trustees that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

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

13.3 The Attorney shall, at no additional cost to the Town or the Board of Trustees, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Attorney warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONSULTANT

14.1 The Attorney undertakes performance of the Services as an independent consultant and will be wholly responsible for the methods of performance.

14.2 The Attorney shall not pledge the Town's or the Board of Trustees' credit or make the Town or the Board of Trustees a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The Attorney shall have no right to speak for or bind the Town or the Board of Trustees in any manner.

SECTION 15.0 - FORCE MAJEURE

The Attorney shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Attorney shall deliver written notice to the Town and the Board of Trustees describing the event in reasonably sufficient detail and how the event has precluded the Attorney from performing its obligations hereunder. The Attorney's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily

suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Attorney to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Attorney shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Attorney shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 16.0 – TOWN RESPONSIBILITIES ON BEHALF OF THE BOARD OF TRUSTEES

The Town, on behalf of the Board of Trustees, shall be responsible for providing information in the Town's or Board of Trustees' possession that the Attorney may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town or the Board of Trustees.

SECTION 17.0 - NON-DISCRIMINATION

The Attorney warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 18.0 - ACCESS AND AUDITS

18.1 The Attorney shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town, on behalf of the Board of Trustees, shall have access to all books, records, and documents that the Attorney must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Attorney's normal business hours at its usual place of business.

18.2 If the Town or the Board of Trustees determines that the Town, on behalf of the Board of Trustees, has overpaid the Attorney because the Attorney has misrepresented its billable time or reimbursable expenses, the Attorney shall deliver the full amount of any overpayment to the Town, on behalf of the Board of Trustees. If the Town, on behalf of the Board of Trustees, incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Attorney must pay the Town the full amount of the same as such fees, costs and expenses come due.

18.3 If the Town or the Board of Trustees determines that the Attorney has under billed the Town, on behalf of the Board of Trustees, because the Attorney has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Attorney waives any claim for additional payment for those services or reimbursable items.

18.4 All invoices submitted to the Town, on behalf of the Board of Trustees, pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 19.0 – OWNERSHIP OF DOCUMENTS

The Attorney shall be required to cooperate with the Town Attorney and shall timely provide the Town Attorney any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town and the Board of Trustees for its use and/or distribution as the Town, on behalf of the Board of Trustees, may determine in its sole discretion. The Attorney is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Attorney.

SECTION 20.0 - KEY PERSONNEL

The Attorney shall notify the Town and the Board of Trustees in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Attorney shall at the Town's request, on behalf of the Board of Trustees, remove without consequence to the Town or to the Board of Trustees any employee of the

Attorney and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town with the approval of and on behalf of the Board of Trustees has the right and discretion to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:_____

Name:_____

Name:_____

Name:_____

SECTION 21.0 - ANNUAL APPROPRIATIONS

The Attorney acknowledges that during any fiscal year the Town, on behalf of the Board of Trustees, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town, on behalf of the Board of Trustees, may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements, on behalf of the Board of Trustees, whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town, on behalf of the Board of Trustees, agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Attorney under this Agreement and on behalf of the Board of Trustees is contingent upon an annual appropriation being made for that purpose.

SECTION 22.0 - LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE TOWN OR THE BOARD OF TRUSTEES BE LIABLE TO THE ATTORNEY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN, ON BEHALF OF THE BOARD OF TRUSTEES, WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHERE OF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town, on behalf of the Board of Trustees, and the Attorney have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Purchasing Manager and the Attorney. All portions of the Agreement have been signed, initialed or identified by the Town and the Attorney.

ATTEST:

As to Rice Pugatch Robinson Storfer & Cohen

_____
(Signature)

MAGGIE RAUSS
(Print or Type Name)

Date: March 5, 2016

Seal:

ATTORNEY

Rice Pugatch Robinson Storfer & Cohen, PLLC

By: _____
(Signature)

Its Partner
(Title of Authorized Representative)

Ronald Cohen
(Print or Type Name)

Date: March 5, 2016

ATTEST:

As to Town of Longboat Key, Florida

_____
Trish Grainger, Town Clerk

Date: _____

Seal:

TOWN

Town of Longboat Key, Florida

By: _____
David R. Bullock, Town Manager

Date: _____

Review of Agreement as to Form

By: _____
Maggie Mooney-Portale, Esq., Town Attorney

EXHIBIT A

RESPONSE TO REQUEST FOR PROPOSAL 15-030:
SPECIAL COUNSEL LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

Ronald J. Cohen
Brent J. Chudachek
Richelle B. Levy
RICE PUGATCH ROBINSON, P.A.
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Tab 1

RICE PUGATCH ROBINSON, P.A.

Tab 1- Executive Summary

A. Ronald J Cohen will serve as lead counsel. Mr. Cohen is a partner at Rice Pugatch Robinson, P.A., Tower 101, 101 NE 3rd Avenue, Suite 1800, Fort Lauderdale, FL 33301. The firm's phone number is (954) 462-8000. His email address is: rcohen@rprslaw.com.

B. Rice Pugatch Robinson, P.A., is comprised of 13 lawyers and 14 support personnel. The employee benefits and labor law department of the firm includes three attorneys. Rice Pugatch Robinson, P.A. is engaged exclusively in the practice of law, and is a Florida corporation authorized to conduct business in the State of Florida. Various lawyers have merged their practices, but the firm has practiced for over thirty years. It is well known and respected in the South Florida legal community.

In early 2014, Ronald J. Cohen, P.A., a firm with a long history of representing public employee pension plans and public employees, brought its practice to Rice Pugatch Robinson, P.A. Ronald J. Cohen, P.A., focused its practice on Florida public pension law. Mr. Cohen has been providing legal services to public pension plans since 1979 (thirty-six years). In March 2014, Mr. Cohen was approached by partners in the firm and asked to start the labor and employment section of this firm. Within this new firm, Mr. Cohen and his associates have maintained the personal service they have always provided their clients while having the resources of a larger firm.

C. We understand that the work to be performed is that of general counsel to the Consolidated Retirement System. The work of a general counsel includes the following major areas: drafting plan changes; fiduciary education; administrative rule making; legal counseling; litigation; summary plan description; domestic relations orders; investment issues; and Florida's Sunshine Law and Public Records Act. We understand that the Town's Consolidated Retirement

System has undergone many changes in recent years and the Board of Trustees is still working its way through these changes. A lawyer is needed to work with both the Board of Trustees and the Town to assist in guiding them through this transition. We have represented the City of Sanibel General Employees' Retirement Plan since 2001. At that time, the Plan was administered by an insurance company. The City had decided to bring the Plan in-house. Mr. Cohen was hired by the City Council to guide them through the process. At first, the City Council served as fiduciaries to the Plan. Mr. Cohen was then asked to create a new board of trustees to administer the Plan, and to rewrite the Plan. Mr. Cohen has proudly served as counsel to that Board continuously through its creation.

Several years ago, the City of Sanibel decided to take a much greater interest and more active role in its General Employees' Pension Board. Mr. Cohen worked closely with both the City and the Board members appointed by the City to make the pension plan work well for the City, its residents and for the employees and members of the plan. We are proud of the work we do there.

The work we have done for Sanibel will be the same kind of work we will do for you and all of our public pension clients. We will review statutes and ordinances to make certain that the plan complies with current laws affecting public pension plans. We have extensive experience in writing changes to the plans that are needed. Many plans find it useful to have detailed administrative rules and regulations to provide for uniformity of procedure. We have significant experience in this.

Despite the best efforts and intentions of trustees, there may be times when a board finds itself as either a plaintiff or defendant in a legal action. The attorneys pride themselves as being experienced litigation and trial lawyers. Mr. Cohen has successfully defended boards of trustees in claims for benefits, actions regarding under-funding and allegations of plan fiduciaries to

fulfill their responsibilities to the trust, at both the trial and appellate level. Mr. Cohen has extensive trial and appellate experience.

We regularly review and/or write summary plan descriptions, which are required to be issued by Chapter 112 Part VII Florida Statutes. Often times, pension plans are called on to review domestic relations orders. The law on domestic relations orders for government pension plans are significantly different from private pension plans. We make certain that the plan complies with only the orders that it is required to comply with under the law.

We regularly provide advice on legal issues concerning investments. This advice involves such matters as legality of particular investments, and the legal sufficiency of the investment policy. We understand the importance of Florida's Sunshine Law and Public Records Act. We are fully familiar with and continually assist and advise boards on following the strict requirements of these laws.

Most importantly, we serve as counselors, giving advice on the legality the Trustees' actions. Both Trustees and officials from the Town certainly want to do what is right, but what is right is not always easy to know. We have experience in not only public pension laws, but also business and government, and we fully understand the intersection of all of these in a public pension plan. We are able to perform all the services of a public pension lawyer and have been successful in doing just that for a long time.

D. The firm does not represent or have any relationship with the Town of Longboat Key in any capacity at this time.

Tab 2

Tab 2 – Profile of Attorneys and Qualifications

A. Names of All Attorneys Proposed to Provide Services to the Board of Trustees:

Ronald J. Cohen, lead counsel

Brent J. Chudachek

Richelle B. Levy

B. **Ronald J. Cohen** will attend the meetings and have primary responsibility for the account. Mr. Cohen has been engaged in the practice of law since 1977. Mr. Cohen has attained an **AV rating** in the Martindale-Hubbell Law Directory, signifying that he is considered by his peers to be preeminent in his field and of the highest ethical standards. He has been named one of South Florida's Top Rated Lawyers. Mr. Cohen has been **certified** by the Florida Bar Board of Legal Specialization and Education as a specialist in Labor and Employment Law.

Mr. Cohen received his Bachelor of Arts degree, *cum laude,* in 1973 from the University of Florida, and his Juris Doctor in 1976 from the University of Miami. He is admitted to the Florida Bar, the Montana Bar, the Bars of the United States District Court for the Southern District of Florida, the United States District Court for the Middle District of Florida and the United States Court of Appeals for the Eleventh Circuit. Additionally, Mr. Cohen is a member of the Florida Bar's Sections on Labor and Employment Law and Local Government Law.

Mr. Cohen began his practice as an Assistant City Attorney in Miami, where he represented the City's Pension Boards. He also was employed at a prestigious Miami business law firm, which provided him with a solid background in that area of the law. Representation of public pension plans requires a solid foundation in both government and business law. Mr. Cohen has both.

Since 1987, Mr. Cohen has devoted his practice to employee benefits, employee rights, and fiduciary responsibility. Mr. Cohen represents numerous government pension plans as

general counsel and has served as counsel on special projects for government pension plans. He has extensively litigated matters involving public pensions including Chapter 112, Part VII, benefit issues, fiduciary responsibility and contractual issues with vendors.

Mr. Cohen is General Counsel to the Florida Public Pension Trustees Association ("FPPTA"), a not-for-profit association dedicated to the education of Florida public pension trustees. He is certified by the FPPTA as a Certified Public Pension Trustee. He recently co-authored, with Richelle Levy, "Pension Benefits and Collective Bargaining" which was published in the Spring 2013 edition of The Voice.

Mr. Cohen regularly lectures on subjects such as Chapter 112, Part VII, Chapters 175 & 185, Deferred Retirement Option Plans ("DROP"), disability law, fiduciary responsibility and domestic relations issues as it relates to public pension plans. He stays up-to-date on all current issues, and recently provided the Legislative Update at the FPPTA School. He recently delivered a lecture for the Florida Bar, Labor and Employment Section, on Florida's Financial Urgency Statute.

Brent J. Chudachek is an associate with the firm and will assist in all aspects of the representation. Mr. Chudachek has been practicing with Mr. Cohen for over eight (8) years, and his practice is focused primarily on representation of government pension funds. He has been selected by Super Lawyers Magazine, as a *Florida Rising Star* for 2012, 2013, 2014 and 2015 in the field of Employee Benefits Law. He will be available for telephone consultations in Mr. Cohen's absence, and will assist in responding to requests for legal opinions, preparing and approving contracts, preparing of summary plan descriptions, and assist drafting ordinances. Mr. Chudachek graduated in 2002 with a B.A., in Economics from Hobart College. Mr. Chudachek received his J.D., *cum laude*, from St. Thomas University School of Law in 2006. During law school, Mr. Chudachek was a Merit Scholarship recipient and selected to the Peter T. Fay

American Inn of Court. Mr. Chudachek also clerked for the Honorable Chief Judge David L. Levy (retired) at the Third District Court of Appeals while in law school. Mr. Chudachek is a member of the Florida Bar, and is admitted to practice in the United States District Court for the Southern District of Florida and the United States Court of Appeals for the Eleventh Circuit. Mr. Chudachek is certified by the FPPTA as a Certified Public Pension Trustee and regularly lectures at their schools.

Richelle B. Levy is an associate with the firm and will also assist on a regular basis. Ms. Levy graduated from the University of Miami School of Law, *cum laude*. After graduating law school, Ms. Levy worked as an Assistant Corporate Counsel for the City of New York where she tried over 25 cases as lead counsel. Upon moving to Miami, Ms. Levy joined a law firm representing numerous Taft-Hartley plans, with an expertise in ERISA. The primary focus of Ms. Levy's practice now is the representation of government pension funds and employee benefit plans. She is a member of the Florida Bar, and is admitted to practice in the United States District Court for the Southern District of Florida. She will also be available for telephone consultations, and will respond to requests for legal opinions, preparing and approving contracts, and preparing summary plan descriptions. She has been practicing with Mr. Cohen for over seven years and co-authored "Chapter Money in Florida: Everything that You Had Learned 'Appears to be Inaccurate,' and Probably Will Be Again" which appeared in the FPPTA publication *Retirement Security, A Good Investment* under Florida's Legal & Legislative Issues, Spring 2014.

Curriculum Vitae's are attached.

C. The lawyers listed above will have no conflict of interest if engaged to undertake the representation because of our representation of existing clients. We will need to better understand the representation of both the Town and the Board of Trustees to more fully answer

this question.

D. Public Sector Clients:

City of Sanibel General Employees' Retirement Plan
P.O. Box 1075
Sanibel, FL 33957
Tim Garmager, Chairman
Telephone: (239) 410-9668

City of Lauderhill Firefighters' Retirement System
1980 Northwest 56th Avenue
Lauderhill, Florida 33313
Michael Taussig, Vice-Chair
Telephone: (954) 980-6099

City of Coral Gables Police Officers' Retirement Trust Fund
2801 Salzedo Street
Coral Gables, Florida 33134
Richard Naue, Trustee
Telephone: (305) 972-4016

Pompano Beach General Employees' Retirement Plan
555 South Andrews Avenue, Suite 106
Pompano Beach, FL 33069
Madelene L. Klein, Executive Director
Telephone: (954) 782-2660

City of Coral Springs Firefighters' Retirement Plan
9551 W. Sample Road
Coral Springs, FL 33065
David Loy, Chairman
Telephone: (954) 344-1147

Deerfield Beach Municipal Firefighters' Pension Fund
2601 West Broward Blvd
Fort Lauderdale, Florida 33312
Robert Weech, Chairman
Telephone: (954) 831-8223

City of Homestead General Employees' Retirement Plan
790 N. Homestead Boulevard
Homestead, FL 33030
Lauri Patterson, Administrator
Telephone: (800) 452-2454

Retirement System for the General Employees of the
Utility Board of the City of Key West, Florida
Post Office Box 6100
Key West, FL 33041-6100
Kim Free, Administrator
Telephone: (305) 295-1011

Riviera Beach Municipal Firefighters' Pension Trust Fund
4360 Northlake Boulevard, Suite 206
West Palm Beach, Fl 33410
Ken Brack, Trustee
Telephone: (772) 528-4850

City of Starke Employees' Retirement System
P.O. Drawer C
Starke, FL 32091-1287
Scott Roberts, Chairman
Telephone: (904) 964-7828

City of Starke Firefighters' Retirement System
P.O. Drawer C
Starke, FL 32091-1287
Gary Wise, Chairman
Telephone: (352) 745-5041

City of Starke Police Officers' Retirement System
P.O. Drawer C
Starke, FL 32091-1287
Chief Jeff Johnson, Chairman
Telephone: (904) 964-5400

City of Sunrise Police Officers' Retirement Plan
13790 NW 4th St.
Sunrise, FL 33325
David Williams, Administrator
Telephone: (954) 845-0298

City of Pinellas Park General Employees' Pension Plan
5141-78th Avenue
Pinellas Park, FL 33782
Alan Swartz, Chairman
Telephone: (727) 541-0700

City of South Miami Pension Plan
4360 Northlake Boulevard, Suite 206
West Palm Beach, Fl 33410
Bradley Cassel, Chairperson
Telephone: (305) 667-0441

City of North Miami Beach Retirement Plan for Management Employees
17011 NE 19th Avenue
North Miami Beach, FL 33162
Mac Serda, Chairman
Telephone: (305) 948-2932

E. None

F. None

G. Insurance Coverage Carried by the Proposer:

Rice Pugatch Robinson, P.A. maintains a five million ($5,000,000.00) dollar aggregate, and five million ($5,000,000.00) per claim professional liability policy with a one hundred thousand ($100,000.00) dollar deductible. (See attached Certificate of Insurance).

Tab 3

Tab 3 - Accessibility and Responsiveness

A. Lead counsel and all other attorneys will work from the firm's office at 101 NE 3rd Avenue, Suite 1800, Fort Lauderdale, FL 33301. The office hours are 8:30am until 5:00pm.

B. Three attorneys will be called on to provide services.

C. All attorneys who may provide services pursuant to the engagement will furnish their cell phone numbers. You can reach us whenever you need us. In the event that Ronald Cohen is unavailable, Brent Chudachek will substitute. In the event that Brent Chudachek is unavailable, Richelle Levy will substitute.

D. We will respond to inquiries on the same day the inquiry is posed or the next business day. We recognize that some questions do not lend themselves to easy answers, and we are not committing to give you an answer to a complex legal question in this time frame, but we will acknowledge the inquiry and get to work on them promptly and expeditiously.

E. Customarily, an attorney will be able to attend an urgent, special meeting if we are notified to attend two (2) days prior. There will be times that we will be able to attend if notified the day before, but possibly not in every instance.

Tab 4

Tab 4 – References

References

1. City of Sanibel General Employees' Retirement Plan. We provide pension plan general counsel services to this Plan. Some history of our relationship with this plan is included in Tab 1, C., and is not reiterated here. We currently represent this Plan.

City of Sanibel General Employees' Retirement Plan
P.O. Box 1075
Sanibel, FL 33957
Tim Garmager, Chairman
Telephone: (239) 410-9668
Email: tgarmager@comcast.net

2. Riviera Beach Municipal Firefighters' Pension Trust Fund. We have served as general counsel since 2000 to date. We provide all legal services to the Fund. It is a Fire Fund, and we are fully familiar with Chapter 175. This is a Closed Fund.

Riviera Beach Municipal Firefighters' Pension Trust Fund
4360 Northlake Boulevard, Suite 206
West Palm Beach, Fl 33410
Ken Brack, Trustee
Telephone: (772) 528-4850
Email: brackken@yahoo.com

3. Deerfield Beach Municipal Firefighters' Pension Fund. We have represented this Fund for 28 years. We are general counsel and provide all legal services to the Fund. Several years ago, the city contracted out its fire services to the Broward Sheriff's Office and closed the Fund to new hires. We guided the Fund and worked closely with the city through this process.

Deerfield Beach Municipal Firefighters' Pension Fund
2601 West Broward Blvd
Fort Lauderdale, Florida 33312
Robert Weech, Chairman
Telephone: (954) 831-8223
Email: Robert_Weech@sheriff.org

Tab 5

Tab 5 – Fees

A. The hourly rate for work performed will be $300.00 for Partners (Mr. Cohen) and $275.00 for Associates (Mr. Chudachek and Ms. Levy). The hourly rate for paralegal services is $140.00. There will be no travel time billed for up to twelve (12) trips per year. For trips in excess of twelve (12), we will bill a total of $400.00 for roundtrip travel time. The hourly rate is guaranteed for three (3) years. We will bill for lodging expenses if warranted. We will bill actual travel expenses, to the extent permitted by Florida Statutes, Sec. 112.061. All services will be included in the hourly rate.

In connection with costs, we will bill $0.15 cents per page for in-house copying should you so desire that our in-house copying services be utilized. Copy services will be billed at the rate charged by the copy service. Overnight mail delivery will be charged at the actual rate. No long distance telephone charges or fax charges will be billed. We will bill actual expenditures for litigation matters.

B. Regarding the request for a monthly lump-sum retainer fee we would advise that you should not retain our services on a monthly lump-sum retainer fee at this time due to the fact that we are uncertain of the amount of work that will be required. We cannot accurately estimate the amount of the work to be performed at this early of a juncture. If we quote a fee and much more work needs to be done than we anticipate, then we will not be adequately compensated. If less work is required, we will be overly compensated and our desire is for both sides to be pleased with the fee and compensation for services performed. Please understand that we work for a number of our clients on a monthly lump-sum retainer fee and we are certainly willing to do so in the future.

Notwithstanding the above and in order to strictly comply with Request for Proposal 15-030, we would propose a monthly lump-sum retainer fee of $4,000.00 per month. This monthly

retainer would include all legal work except litigation (even if the Board of Trustees is not a party), appearances in court, contested disability hearings, pension forfeiture hearings, major ordinance drafting/rewriting and IRS filings concerning the qualification of the Plan and other complex tax related issues, which would be billed on an hourly basis. For those matters our current hourly rates would be:

Ronald J. Cohen: $300.00.

Brent J. Chudachek: $275.00.

Richelle B. Levy: $275.00.

There will be no travel time billed for up to twelve (12) trips per year. For trips in excess of twelve (12), we will bill a total of $400.00 for roundtrip travel time. The monthly lump-sum retainer fee rate is guaranteed for one (1) year. We will bill for lodging expenses if warranted. We will bill actual travel expenses, to the extent permitted by Florida Statutes, Sec. 112.061.

C. Specimen agreement is attached.

Tab 6

Tab 6 – Forms

See attached forms:

Submitted Proposal Form;

Public Entity Crimes Bill Form; and

Form of Affidavit.

TOWN OF LONGBOAT KEY FLORIDA
RFP # 15-030 LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

SUBMITTED PROPOSAL FORM

The undersigned Proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Proposer represents that the Proposer accepts, and that this proposal complies with, the RFP Documents; that Proposer has carefully examined the RFP Documents for the designated Services. Proposer affirms that Proposer has carefully examined the location of the designated Services and, from its own investigations, is satisfied as to the nature and location of the Services, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Services, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Services or its performance.

The undersigned Proposer proposes, and agrees if this proposal is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, Proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by Proposer) entitled "Submitted Proposal Conflict of Interest" the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the proposer's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Proposer's certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned Proposer understands that the Town reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Proposer agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Services (including mobilization and demobilization), and to execute an agreement for Services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the Services in strict accordance with the terms of the RFP Documents.

The undersigned Proposer acknowledges that Services to be performed shall conform to all Town codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit.

The undersigned Proposer acknowledges and understands that pursuant to Article VI, Section 2 of the Town Charter, engagement to provide special counsel legal services to the Board of Trustees of the Consolidated Retirement System shall be subject to the approval, advice and consent of the Town of Longboat Key's Town Commission.

Ronald Cohen

(Signature of Proposer)

Ronald Cohen

(Typed name of Proposer)

Doing Business As: Rice Pugatch Robinson, P.A.

Business Address: 101 NE 3rd Ave, Suite 1800

City: Fort Lauderdale State FL Zip 33301

Fax: 954-462-4300 Phone: 954-462-8000

E-mail address: Rcohen@rprslaw.com

PUBLIC ENTITY CRIMES FORM

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

SWORN STATEMENT UNDER 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 Town of Longboat Key, Florida
[print name of public entity]

by Ronald Cohen
[print individual's name and title]

For Rice Pugatch Robinson, P.A.
[print name of entity submitting sworn statement]

whose business address is: 101 NE 3rd Ave., Suite 1800

City, State and Zip Fort Lauderdale, FL 33301

and (if applicable) its Federal Employer Identification Number (FEIN) is 04-3596446

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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 misrepresentations.

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, nonjury 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:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. 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 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.

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 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.

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

_V_ 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 to 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)

I UNDERSTAND THAT THE SUBMISSION OF THE 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. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A AGREEMENT 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)

Date: October 29, 2015

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority, RONALD COHEN who, after first being sworn by me, affixed his/her signature in the space provided above on this 29 day of October, 2015.

Notary Public State of Florida
Leslyn McRae
My Commission FF 920446
Expires 10/23/2019

_____
NOTARY PUBLIC

My commission expires: _____

FORM OF AFFIDAVIT WHERE PROPOSER IS A PARTNERSHIP OR JOINT VENTURE
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF Florida COUNTY OF Broward

Ronald Cohen, being duly sworn, deposes and says: I am a ~~general~~/limited (strike one) partner in Rice Pugatch Robinson, P.A., a General/Limited Partnership or ~~Joint Venture~~ (strike one), described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

PROPOSER:
Rice Pugatch Robinson, P.A.
Print or Type Name of Entity

By: _____ Ronald Cohen
Signature Print or Type Name

Date: October 29, 2015

The foregoing instrument was acknowledged before me this 29 day of October, 2015, by Ronald Cohen (name of acknowledging partner or agent) partner (or agent) on behalf of _____ (name of partnership). He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY: _____
Signature of Notary

LESLYN MCRAE
Print or Type Name of Notary

Notary Public State of Florida
Leslyn McRae
My Commission FF 920446
Expires 10/23/2019

_____ Commission expires: _____
Commission Number

Attachments

The Florida Bar

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

651 EAST JEFFERSON STREET
TALLAHASSEE, FLORIDA 32399-2300

850/561-5600
WWW.FLORIDABAR.ORG

State of Florida)

County of Leon)

In Re: 235504
Ronald Jay Cohen
Rice, Pugatch, Robinson, P.A.
101 N.E. 3rd Ave., Ste. 1800
Ft Lauderdale, FL

I HEREBY CERTIFY that I am the duly appointed custodian of membership records of The Florida Bar.

I FURTHER CERTIFY that the records in the office of the Clerk of the Supreme Court of Florida indicate that said attorney was admitted to practice law in the State of Florida on September 15, 1977.

I FURTHER CERTIFY that the records in the office of The Florida Bar indicate that the above attorney is an active member of The Florida Bar in good standing.

Dated this 28th day of October, 2015.

Pam Gerard

Pam Gerard, Manager
Membership Records Dept.
The Florida Bar

PG/NM/ssW1:R10

The Florida Bar

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

651 EAST JEFFERSON STREET
TALLAHASSEE, FLORIDA 32399-2300

850/561-5600
WWW.FLORIDABAR.ORG

State of Florida)

County of Leon)

In Re: 25825
Brent John Chudachek
Rice Pugatch Robinson, P.A.
101 N.E. 3rd Ave., Ste. 1800
Fort Lauderdale, FL

I HEREBY CERTIFY that I am the duly appointed custodian of membership records of The Florida Bar.

I FURTHER CERTIFY that the records in the office of the Clerk of the Supreme Court of Florida indicate that said attorney was admitted to practice law in the State of Florida on September 21, 2006.

I FURTHER CERTIFY that the records in the office of The Florida Bar indicate that the above attorney is an active member of The Florida Bar in good standing.

Dated this 28th day of October, 2015.

Pam Gerard

Pam Gerard, Manager
Membership Records Dept.
The Florida Bar

PG/NM/ssW1:R10

The Florida Bar

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

651 EAST JEFFERSON STREET
TALLAHASSEE, FLORIDA 32399-2300

850/561-5600
WWW.FLORIDABAR.ORG

State of Florida)

County of Leon)

In Re: 973548
Richelle Beth Levy
Rice Pugatch Robinson & Schiller, P.A.
101 N.E. 3rd Ave., Ste. 1800
Fort Lauderdale, FL

I HEREBY CERTIFY that I am the duly appointed custodian of membership records of The Florida Bar.

I FURTHER CERTIFY that the records in the office of the Clerk of the Supreme Court of Florida indicate that said attorney was admitted to practice law in the State of Florida on April 22, 1993.

I FURTHER CERTIFY that the records in the office of The Florida Bar indicate that the above attorney is an active member of The Florida Bar in good standing.

Dated this 28th day of October, 2015.

Pam Gerard

Pam Gerard, Manager
Membership Records Dept.
The Florida Bar

PG/NM/ssW1:R10

Ronald J. Cohen

rcohen@rprslaw.com

Bar Memberships: Florida, 1977; U.S. District Court, Southern District of Florida, 1981; U.S. Court of Appeals, Eleventh Circuit, 1992; Montana, 1992; U.S. District Court, Middle District of Florida, 2009

Education: University of Miami College of Law (1976)
Juris Doctor

University of Florida (1973)
Bachelor of Arts, with Honors

Employment History: Rice Pugatch Robinson, P.A. March 2014- Present
(Via merger with Ronald J. Cohen, P.A)

Ronald J. Cohen, P.A., 1997 – March 2014

Klausner & Cohen, P.A., 1987 – 1997 (for a period of time Klausner & Cohen merged with Atkinson, Jenne, Diner, Stone & Cohen, P.A. and Mr. Cohen was a partner in that firm.

Paul, Landy, Beiley, & Harper, P.A., 1983 – 1987

Miami City Attorney's Office, 1979 – 1983
Assistant City Attorney

Certifications: Board Certified in Labor and Employment Law

Member: The Florida Bar, including sections on Labor and Employment Law and Local Government Law; The Montana Bar (inactive); United States District Court for the Southern District of Florida; United States District Court for the Middle District of Florida; United States Court of Appeals for the Eleventh Circuits; *AV* rating in the Martindale-Hubbell Law Directory

Brent J. Chudachek

bchudachek@rprslaw.com

Bar Memberships: Florida, 2006
United States District Court, Southern District of Florida
United States Court of Appeals, Eleventh Circuit

Professional Memberships: Florida Bar Association; Broward County Bar Association, Young Lawyers Division

Education: St. Thomas School of Law, (May 2006) Miami, Florida
Juris Doctor, *cum laude*

Honors and Activities:
Recipient, Merit Scholarship
Book Award, Evidence and Criminal Procedure
Class Rank: Top 10%
Student Member, Peter T. Fay American Inn of Court
Member, American Trial Lawyers Association, St. Thomas Chapter

Hobart and William Smith Colleges, (May 2002) Geneva, New York
Bachelor of Arts, Economics

Employment History:

Rice Pugatch Robinson, P. A, March 2014- Present
(via merger with Ronald J. Cohen, P.A.)
Associate

Ronald J. Cohen, P.A., May 2007 – March 2014
Associate

Corcoran & Elkins, LLP, September 2006- April 2007
Associate; Law Clerk

Honorable David L. Levy, Chief Judge (Ret.) Third District Court of Appeal, Spring 2005
Judicial Internship

Richelle B. Levy

rlevy@rprslaw.com

Bar Memberships: Florida
Louisiana; (inactive); New York; (inactive)
United States District Court, Southern District of Florida

Professional Memberships:
Florida Bar Association
American Association for Justice (formerly Amer. Trial Lawyers Assoc.)
Florida Association for Women Lawyers
Broward County Women Lawyers Association

Education:
University of Miami School of Law, 1986, Coral Gables, Florida
Juris Doctor, cum laude

Honors:
Winner, Moot Court Competition
Research Assistant; Professor Kathryn Sowle,
Semi-Finalist, 1988 Moot Court Competition
Advisor, 1989 Moot Court Competition
Vice-President, Forum for Women & Law
Deans List; Scholarship Recipient

University of Miami School of Law, 1989, Coral Gables, Florida
Bachelor of Arts, Sociology

Employment History:

Rice Pugatch Robinson, P. A, March 2014- Present
(via merger with Ronald J. Cohen, P.A.)
Associate

Ronald J. Cohen, P.A. - September 2008 – March 2014
Associate

Phillips, Levy & Rind, P.A. – February 1993 – May 1998
(formerly Kaplan and Bloom, P.A.), Partner

Law Offices of Frank DeSalvo – 1992 (New Orleans, Louisiana)
Associate

New York City Department of Social Services - January 1990 – January 1992
Staff Attorney, Corporate Counsel (New York, NY)

AXIS PRO® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS CLAIM EXPENSES. PLEASE READ THIS POLICY CAREFULLY.

COMPANY: AXIS Insurance Company	**POLICY NUMBER**: MGN 757964/01/2015

Item 1. **Firm**: Rice Pugatch Robinson & Schiller, P.A. 101 Northeast Third Avenue, Suite 1800 Fort Lauderdale, FL 33301 Rice & Robinson, P.A. Rice Robinson & Schiller, P.A. Pugatch & Associates, P.A.	Item 2. **Policy Period**: (A) Inception Date: February 19, 2015 (B) Expiration Date: February 19, 2016 *Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.*

Item 3. Limits of Liability (Inclusive of **Claim Expenses**):

a. $5,000,000 each **Claim**

b. $5,000,000 Aggregate

Item 4. Retentions:

$100,000 each **Claim**

Item 5. Premium:

$63,217

Item 6. Notices to **Company**:

Notice of **Claim(s)** To Be Sent To:	All Other Notices To Be Sent To:
AXIS Professional Insurance Address: 300 Connell Drive, Suite 8000 P.O. Box 357 Berkeley Heights, NJ 07922-0357 Facsimile: (908) 508-4389 USClaimNoticeBH@axiscapital.com	AXIS Professional Insurance Address: One State Street, Suite 1700 Hartford, CT 06103 Toll Free: (866) 259-5435 Facsimile: (860) 707-1725

Item 7. Endorsements Effective at Inception:

No. 1 LM 1301 FL (10-11) Florida Amendatory Endorsement

No. 2 LM MANU Limited Prior Acts by Specified Firm with Sublimit and Retention Coverage Endorsement

The **Company** has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the **Company**.

Authorized Representative
WILLIAM F. HEALEY
Senior Vice President

March 2, 2015
Date

Gregory W. Springer
President

Andrew Weissert
Secretary

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015, by and between the BOARD OF TRUSTEES FOR THE TOWN OF LONGBOAT KEY CONSOLIDATED RETIREMENT SYSTEM (hereinafter referred to as the "BOARD") and RICE PUGATCH ROBINSON, P.A., a professional association (hereinafter referred to as the "ATTORNEY").

W I T N E S S E T H:

WHEREAS, the BOARD is desirous of retaining the services of the ATTORNEY to provide legal counsel to the BOARD; and

WHEREAS, the ATTORNEY is desirous of providing these services to the BOARD;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree to the following:

1. The ATTORNEY shall provide legal services to the BOARD as follows:

   a. Attend meetings of the BOARD.

   b. Prepare and/or review Requests for Proposals, vendor contracts and such other related materials as may be required from time to time in connection with the administration of the pension plan and its funds.

   c. Review retirement applications as requested and assist in all proceedings relating to the determination of members' eligibility for benefits.

   d. Review administrative records and prepare appropriate findings and rulings for the BOARD in connection with all administrative proceedings coming before it.

   e. Represent the BOARD in all administrative and judicial proceedings in which the pension Plan is involved.

   f. Review and advise legal issues relating to actuarial studies prepared on behalf of the BOARD.

g. Provide ongoing advice and counsel with respect to the Plan and employee benefits matters generally, including review and analysis of proposed legislation, rules or regulations.

h. Prepare or review other documents, instruments and agreements relating to retirement or the BOARD's investment activities, as requested.

i. As requested by the BOARD, provide legal advice as needed with respect to matters relating to the pension plan and its activities.

j. Review and give advice concerning potential claims relating to the BOARD's investment activities, as requested.

k. Provide the BOARD with analysis of federal and state laws, rules and regulations governing the pension fund and its members.

l. Provide verbal and/or legal written opinions on fiduciary duties or any other matters as requested by the BOARD and by individual Trustees for matters relating to their duties on the BOARD.

m. Work with the BOARD, its administrators, staff, custodians, actuaries and other providers in performing such other tasks and assuming such other responsibilities as are required and requested by the BOARD.

n. Assist in the drafting and review of various plan documents, BOARD policies and procedures.

o. Provide reasonable availability for telephone consultation on matters relating to the affairs of the BOARD as well as being available for teleconferencing with the BOARD.

p. Provide continuing educational updates to the Trustees on changes in the law relating to the duties of the Trustees and the management of the Pension Fund.

q. Review and supervise the services of any other attorney(s) who may be retained by the BOARD.

r. Become familiar with all plan documents and provisions.

s. Assure compliance with relevant Florida Statutes, including but not limited to, Florida Sunshine Laws and Public Records Act.

t. Matters delegated by the BOARD.

2. The hourly rate for work performed will be $300.00 for Partners and $275.00 for Associates. The hourly rate for paralegal services is $140.00. There will be no travel time billed for up to twelve (12) trips per year. For trips in excess of twelve (12), we will bill a total of $400.00 for roundtrip travel time. The hourly rate is guaranteed for three (3) years. We will bill for lodging expenses if warranted.

In connection with costs, we will bill $0.15 cents per page for in-house copying. Copy services will be billed at the rate charged by the copy service. Overnight mail delivery will be charged at the actual rate. No long distance telephone charges or fax charges will be billed. We will bill actual expenditures for litigation matters.

3. The ATTORNEY represents that it has expertise in the area of governmental retirement systems and is competent to perform the duties required by this Agreement.

4. The parties recognize that the role of the ATTORNEY in representing the BOARD is that of a fiduciary and the ATTORNEY shall act in accordance with generally accepted principles of fiduciary responsibility.

5. ATTORNEY will maintain professional liability insurance with minimum coverage of five million dollar ($5,000,000.00) aggregate and five million dollar ($5,000,000.00) per claim, with a $100,000.00 (one hundred thousand dollar) deductible. Proof of insurance will be provided.

6. This Agreement shall be governed by the laws of the State of Florida and any dispute involving the enforcement or interpretation of this Agreement shall have its venue in either Manatee or Sarasota County, Florida. Choice of venue shall be at the sole of discretion of the BOARD.

7. This Agreement may be terminated by the BOARD or the ATTORNEY upon ninety days prior written notice.

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

BOARD OF TRUSTEES FOR THE TOWN OF LONGBOAT KEY CONSOLIDATED RETIREMENT SYSTEM

_____

Chairman

_____

Secretary

RICE PUGATCH ROBINSON, P.A.

_____

Ronald J. Cohen, Partner

SAMPLE

TOWN OF LONGBOAT KEY, FLORIDA

REQUEST FOR PROPOSALS OVERVIEW

The Town of Longboat Key, Florida ("Town"), is accepting sealed proposals for:

RFP 15-030 SPECIAL COUNSEL LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

Proposal Due Date:

WEDNESDAY, NOVEMBER 4 , 2015 at 2:00 p.m.

Proposals shall be delivered no later than 2:00 p.m. Eastern Standard Time (EST) on Wednesday, November 4 , 2015, to the Purchasing Manager, Kari L. Kennedy, CPPB, at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228. At that time, the Town will open all timely submitted proposals for the sole purpose of recording the names of the proposers submitting proposals.

Documents for this Request for Proposals ("RFP") are available through Demand Star: http://www.demandstar.com and the Town's Purchasing Manager, Kari L. Kennedy, CPPB, via email Purchasing@longboatkey.org

GENERAL PROJECT DESCRIPTION

The Town of Longboat Key in combination with the Board of Trustees for the Town of Longboat Key Consolidated Retirement System seeks proposals for special counsel legal services to the Board of Trustees for the Consolidate Retirement System ("Board of Trustees").

COMMUNICATIONS AND INQUIRIES

Questions or information requests for clarification regarding this RFP must be submitted via email to Purchasing@longboatkey.org by 4:00 p.m., Wednesday, October 28, 2015.

SCHEDULE OF EVENTS

The Town anticipates the following projected schedule for the RFP process. The Town reserves the right at its sole discretion to revise the projected schedule by issuing an addendum to the RFP at any time.

Release of RFP	October 15, 2015
Deadline for proposer questions	October 28, 2015 by 4:00 p.m.
Proposal due date	November 4, 2015 by 2:00 p.m.
Selection Committee/Board of Trustees Meeting	TBD
Town Commission Meeting to consider Recommendation from Selection Committee	TBD
Town Manager Contract Approval	TBD

TOWN OF LONGBOAT KEY, FLORIDA

REQUEST FOR PROPOSAL
15-030
SPECIAL COUNSEL LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

Sealed proposals will be received at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228, **Wednesday, November 4, 2015, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal ("RFP"). The failure of a responding proposer to follow these instructions could result in proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by The Town of Longboat Key, as well as all addenda and changes to the RFP documents (if any). The Town shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP.

The Town shall post all such addenda, together with any other information pertaining to this RFP on Demand Star at http://www.demandstar.com. It is the sole responsibility of each proposer to review the Demand Star website prior to submitting a responsive proposal ("Proposal") to this RFP to ensure that the proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The Town is not responsible for any solicitations issued through a subscriber, publications, or sources other than Demand Star or the Town and the proposer should not rely on such sources for information regarding the RFP solicitation.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Town of Longboat Key Town Commission, the Board of Trustees for the Town of Longboat Key Consolidated Retirement System (the Selection Committee for this RFP), the Town Manager or any employee of the Town other than the Town Purchasing Manager (or designee). This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant any Town procurement in the future.

1. BACKGROUND

The Town of Longboat Key ("Town") is a ten-mile long barrier island within both Manatee and Sarasota Counties and is governed by an elected seven (7) member Town Commission. The Town is soliciting proposals for legal services to the Board of Trustees for the Consolidated Retirement System ("Board of Trustees') from attorneys familiar with Florida Statutes, Chapter 112, Public Officers & Employees; Chapter 175, Firefighter Pensions; and Chapter 185, Municipal Police Pensions.

Beginning in 2013, the Town Commission of the Town adopted various local ordinances to freeze the Town's three pension plans, consolidate the trust assets and created the Consolidated Retirement System plan. The Town's Consolidated Retirement System is a defined benefit pension plan serving the combined members of the closed General Employees, Police Officers, and Firefighters Retirement Systems for current and retired employees of the Town of Longboat Key. The Board of Trustees for the Town of Longboat Key Consolidated Retirement System was created by Ordinance and the relevant local code provisions governing such board are set forth in sections 34.100-34.103 of the Code of Ordinances of the Town of Longboat Key.

The Board of Trustees consists of nine (9) members: Five (5) members appointed by the Town Commission; the Town Manager or designee; and three (3) Trustees elected by the members of each of the three (3) closed Retirement Systems, respectively.

The Consolidated Retirement System Board of Trustees is a governmental entity subject to applicable Florida law, including Florida's Public Records and Sunshine Laws, the Town's Charter and applicable provisions of the Code of Ordinances of the Town of Longboat Key.

2. SCOPE OF SERVICES

The Town and the Board of Trustees require the following services including, but not limited to:

- Provide general legal advice and counsel to the Board of Trustees and Town to transact the business of the Consolidated Retirement System. These duties may include but not be limited to:
    - Represent the Board of Trustees and Town in any appeal process before a hearing officer.
    - Represent the Board of Trustees and Town in Circuit and District Court appeals processes.
- Assure compliance with Florida's Public Records and Sunshine Laws under Chapters 119 and 286, Florida Statutes.
- Become familiar with all of the Consolidated Retirement Systems plan documents and provisions.
- Assure compliance with all Town procurement requirements including, but not limited to, requirements provided for under applicable Florida law, the Town's Charter and the Town's purchasing code (contained within Chapter 38 of the Code of Ordinances of the Town of Longboat Key) for purposes of negotiating and reviewing contracts on behalf of the Town for services required by the Board of Trustees.
- Attend all scheduled meetings of the Board of Trustees.
    - The Board of Trustees have regular quarterly meetings most typically scheduled for the fourth Friday during the second month of each quarter. During the period to consolidate the three legacy Retirement Systems for the Town, the Board of Trustees has additional special meetings on the fourth Friday of each month outside of the quarterly meeting schedule. The Board of Trustees may hold other special meetings as required.
- Address other matters as delegated by the Board of Trustees and/or Town.

- The Board of Trustees and the Town will be the client for purposes of this representation. The Proposer shall have a duty to observe all rules promulgated by the Florida Bar Rules of Professional Conduct with respect to this representation, including those relating to dual representation and conflicts of interest.

Services under this RFP shall be done in accordance with all applicable local, state and federal regulations and laws.

3. AGREEMENT

The term of this agreement will have an initial term of three (3) years with the option of two (2) one (1) year renewals. The fees submitted by the Proposers must remain in effect for the initial term of three (3) years and continue thereafter as modified by the parties. Either party may terminate the agreement upon ninety (90) days prior written notification to the Board of Trustees and the Town.

4. PROCESS

4.1 Authorized Town Representative / Submission of Proposal

For information or questions concerning this RFP, contact the Town's Purchasing Manager:

Ms. Kari L. Kennedy, CPPB
501 Bay Isles Road
Longboat Key, Florida 34228
Phone: 941.316.1999 x 1412
Email: Purchasing@longboatkey.org

Proposers must submit a sealed proposal to the attention of the Town's Purchasing Manager at the address stated immediately above. Only those communications that are in writing from the Town's Purchasing Manager shall be considered as duly authorized expressions on behalf of the Town.

RFP documents are available through Demand Star http://www.demandstar.com . RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the Town's Purchasing Manager listed above.

4.2 Proposer Communication and/or Inquiries

The Proposer shall review this competitive solicitation in its entirety to determine whether the Scope of Services, conditions and requirements are clearly stated. If the Proposer has any questions regarding this competitive solicitation, the Proposer must submit such inquiries and requests for clarification via email only to the Town's Purchasing Manager at Purchasing@Longboatkey.org These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Proposer.

The Town will consider only those communications and/or inquiries submitted via email and received by the Town's Purchasing Manager on or before **Wednesday, October 28, 2015 at 4:00 PM EST** (the "Inquiry Deadline Date").

The Town will consider the Proposer's lack of inquiries or requests for clarification prior to the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto. Unless the Town's Purchasing Manager specifically requests the Proposer to provide additional communications, or to participate in negotiations, the Town may not accept or consider any of the Proposer's written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the Town determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the Town's response will be made in a written addendum to this RFP and posted on Demand Star.

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Proposer, except for what is provided in this RFP or by written addendum.

4.3 Addenda

The Town's Purchasing Manager or designee will distribute any addenda via Demand Star.

The Proposer's authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

All Proposers, vendors, and known interested vendors, are responsible for checking Demand Star for addenda in order to verify whether any changes have been made to the RFP.

The Town will consider a Proposer's lack of communicating inquiries or requesting clarifications on the addenda by the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

Proposers are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the Purchasing Manager.

4.4 Delivery and Labeling of Sealed Proposals

The Proposer's proposal to this competitive solicitation shall be prepared in accordance with Section 5 "Proposal Requirements." The Proposer's sealed proposal must be received by the Town's Purchasing Manager on or before **Wednesday, November 4, 2015 at 2:00 PM EST** (the "Proposal Due Date") according to the time clock at the Town. A Proposer may not submit a proposal via telephone, facsimile, electronic mail, or any other means except as provided for herein.

If the Proposer elects to mail in its proposal, the Proposer must allow sufficient time to ensure the Town's Purchasing Manager receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Proposer's responsibility to ensure that the proposal arrives at the Town's Purchasing Manager address (See Section 4.1) no later than 2:00 p.m. on the Proposal Due Date. The Proposer may not include more than one proposal (along with the copies) per sealed envelope.

The Town will accept proposals up to the Proposal Due Date. No proposal may be withdrawn by a Proposer after the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Town's Purchasing Manager's name and address as provided in Section 4.1; the Proposer's name and address; "RFP 15-030 Special Counsel Legal Services to the Board of Trustees for the Consolidated Retirement System." The proposals must be submitted with one (1) original marked "ORIGINAL", ten (10) hard copies marked "COPY," and one (1) electronic copy in .pdf format on flash drive of the proposal.

4.5 Economy of Presentation

The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). The Proposer's emphasis should be on completeness and clarity of content. To expedite the Town's evaluation of the proposal, it is mandatory that the Proposer follow the instructions contained herein. The Town is not liable for any costs incurred by the Proposers in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the Town.

4.6 Proposals Must be in Ink or Typed

The Proposer's proposal must be typed or printed in permanent ink.

4.7 Proposer's Signature

Where the Proposer's signature is required, the Proposer's proposal must contain the Proposer's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Proposer's authorized representative must initial all of the Proposers handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

4.8 Complete Proposals Required

The Proposer must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Proposer's proposal.

4.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Proposer must submit the requested information on the forms, attaching additional pages if necessary, or the Town may reject the Proposer's proposal.

4.10 Errors or Omissions

The Proposer should examine its proposal carefully for any errors prior to submission. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for the Town's finding that the Proposer's proposal is non-responsive. In case of the Proposer's errors in extensions, the unit price will prevail.

4.11 Proposal Validity Period

The Proposer's proposal shall, in its entirety, remain valid for one hundred and twenty (120) calendar days after the Proposal Due Date.

4.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. EST on Wednesday, November 4, 2015**, to the Town's Purchasing Manager at the address stated in Section 4.1. At that time, the Town's Purchasing Manager (or designee) will open all timely submitted proposals for the sole purpose of recording the names of the Proposers submitting proposals at the designated place. Any Proposer submitting proposals found to be inconsistent is subject to disqualification.

Any person requiring a special accommodation at Town Hall because of a disability should call the Town's Purchasing Manager at least five (5) working days prior to the RFP opening at 941-316-1999 (voice) or 800-955-8771 (TDD for persons with hearing or speech disabilities).

4.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. Proposer should prepare its proposal with the understanding that it may become available to the public. Proposer acknowledges that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The Town is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of this proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., Florida Statutes (F.S.), proposals may be exempt from public record for thirty (30) days after opening the proposals or until such time as the Town provides notice of an intended decision, whichever comes first. It is not necessary for Proposers to claim this temporary exemption.

RFP tabulations will be uploaded to Demand Star and posted on the Town's public bulletin board. Upon written request, a copy will be furnished, with an enclosed, stamped, self-addressed envelope. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Certain portions of meetings with Proposers may be closed to the public, but will be recorded pursuant to Section 286.0113, F.S.

5.0 PROPOSAL REQUIREMENTS

5.1. Required Proposal Format

To facilitate the Town's analysis of the proposals, the Proposer must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Proposer's proposal deviates from these instructions, such response may, at the Town's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three-ring binder (original and each copy in separate binders).

5.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

5.2.1 Minimum Firm Qualifications

A. The firm must have at least ten (10) years of experience providing legal services to public pension plans in the State of Florida and the attorney(s) intended to serve as the lead counsel to the Board of Trustees must be licensed to practice law in the State of Florida and must have at least five (5) years providing legal services to public pension plans in the State of Florida.

B. The Proposer must maintain Legal Malpractice Professional Liability at a limit of liability not less than $1,000,000 Per Claim and $1,000,000 Annual Aggregate.

Proposals not meeting this minimum qualification will not be considered.

Tab 1 – Executive Summary

A. Provide the Proposer's (firm) name and/or the attorney(s) name(s) intended to serve as lead counsel, email address, address of the office providing the services and phone number(s). Provide name(s) for the individual(s) responsible for the Proposal, if different than the proposed lead counsel. The lead counsel is expected to remain the same throughout the term of the agreement.

B. Provide a brief overview of the Proposer's history and organization. Include size, number of employees, primary business, other business or services, type of organization (franchise, corporation, partnership, etc.). Provide the number of years the Proposer has been providing legal services to public pension plans in the State of Florida. To meet the minimum qualification as stated in Section 5.2.1, the firm must have at least ten (10) years of experience providing legal services to public pension plans in the State of Florida.

C. Provide a brief statement of your understanding of the services to be provided and provide a positive commitment to perform the services.

D. Disclose any relationship to the Town, if applicable.

Tab 2 – Profile of Attorney(s) and Qualifications

With regard to the Proposer or attorney(s) proposed under this RFP, describe the general qualifications for providing legal services to public pension plans in the State of Florida. Include the following specific information:

A. Provide the names all of the attorneys proposed to provide services to the Board of Trustees. To meet the minimum qualification as stated in Section 5.2.1, the attorney(s) intended to serve as the lead counsel to provide services to the Board of Trustees must be licensed to practice law in the State of Florida and must have at least five (5) years providing legal services to public pension plans in the State of Florida.

B. Provide the specific areas of certification and experience by individual and curriculum vita for each proposed attorney. Provide licensure from the State of Florida.

C. Provide any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities.

D. Provide a list of other public pension boards currently being represented by the Proposer or the proposed lead counsel.

E. Provide a list and explanation of any complaints filed with the Florida Bar and any ethics complaints against the Proposer, any attorney in the firm or any attorney proposed under this RFP and a list of any disciplinary procedures taken against any current member of the firm or attorney proposed under this RFP by the Florida Bar Association or any relevant State regulatory agency, or county within the last ten (10) years.

F. Provide a list of any malpractice claims and lawsuits against the Proposer, any of the attorneys in the firm or any attorney proposed under this RFP in the last ten (10) years.

G. Provide a current Certificate of Insurance in accordance with Section 5.2.1.

Tab 3 – Accessibility and Responsiveness

A. Provide the location of the office(s) from which the lead counsel and any other proposed attorneys operate and accessibility to the Board of Trustee's needs, including office hours.

B. Provide the total number of attorneys in the entire firm that provide legal services to public pension plans in the State of Florida.

C. Specify the individual(s) and or attorney(s), in order, that are proposed as a substitute in the event of the absence or unavailability of the lead counsel.

D. Describe the response time the Board of Trustees can expect from the lead counsel to inquiries made by the Board of Trustees or by the Town on behalf of the Board of Trustees.

E. Identify the lead-time required for attending an unscheduled, urgent meeting.

Tab 4 – References

Provide three (3) public or private sector clients for which the proposed lead counsel has provided similar services. Each client listed shall include a brief description of the services, the current status, the client's name, the client's contact name, phone number, address, and email address. (Maximum of 1 page per client)

Tab 5 – Fee

Provide the structure of compensation and fees the Proposer will charge the Consolidated Retirement System.

A. Provide fees for legal services based upon **an hourly rate.** Hourly rates should identify the scope of all services charged to the Board of Trustees.

1. Identify if the hourly rate applies to time for services provided by a paralegal as well as the lead counsel assigned.

2. Identify if the hourly rate includes travel and reimbursable expenses. Travel expenses shall only be paid to the extent permitted by Florida Statutes §112.061. No other charges will be permitted unless specifically authorized by the Town Manager (or his designee), or Board of Trustees.

3. Provide a summary of all of the specific services included at the hourly rate.

4. Identify any specific services excluded from the hourly rate.

B. Provide a monthly lump sum retainer fee alternate to the hourly rate provided in Section A, above. .

1. Identify if the monthly lump sum includes travel and reimbursable expenses. Travel expenses shall only be paid to the extent permitted by Florida Statutes §112.061. No other charges will be permitted unless specifically authorized by the Town Manager (or his designee), or Board of Trustees.

2. Provide a summary of all of the specific services included within the monthly lump sum retainer.

3. Identify any specific services excluded from the monthly lump sum retainer fee and the hourly rate for such services.

The fees presented by the Proposer shall be attached to the final contract and will be maintained for the term of the agreement.

C. Provide a copy of the Proposer's agreement for services that the Town would enter into with the Awarded Proposer. The Awarded Proposer will be required to acknowledge fiduciary responsibility to the Consolidated Retirement System and the Board of Trustees as part of the agreement.

Tab 6 – Forms

A. Provide the completed and signed forms:

- Submitted Proposal Form
- Public Entity Crimes Form
- Form of Affidavit Where Bidder a Corporation, Partnership or Joint Venture, or Sole Proprietor/Individual

6.0 EVALUATION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

6.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Proposer capable of performing the requirements as stated in the RFP. The Proposer's ability to meet these requirements shall be solely by the determination of the Town.

The Town's Purchasing Manager will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; and (b) conformance to the RFP instructions regarding organization and format.

The Town reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the Town's discretion. The Town reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.

After the Proposal Due Date, the Town may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Proposer's integrity and capability to perform.

Proposals may be excluded from further consideration and the Proposer will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The Town may, in its sole discretion, also exclude from consideration any Proposer whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration. A proposal may be deemed non-responsive for any of the following reasons: Proposer fails to attend a mandatory pre-proposal meeting or other mandatory meetings as required by the RFP Documents; Proposer fails to specifically include information required by the specifications; Proposer fails to sign a submitted proposal; Proposer fails to submit a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the Town may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the Town.

6.2 Disqualification of Proposers

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
2. Evidence of collusion among Proposers, or previous participation in collusive bidding or proposing on services for the Town;
3. Uncompleted services for which the Proposer is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the Services under this RFP if awarded to Proposer;
4. Inconsistencies between the proposals provided by the Proposer;
5. Violations of the cone of silence as provided for herein;
6. Familial relation with the Town's purchasing agents (Town Manager or Purchasing Manager) or public officer (Town Commissioner) as provided for in Section 112.313(3), F.S;
7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or
8. Prior suspension or debarment as set forth in Section 38.31 of the Town Code.

The above listed causes are not an exclusive list, and the Town may disqualify proposers for other valid causes.

6.3 Evaluation Process

Proposals will be evaluated following this evaluation process and all applicable Town purchasing policies and procedures.

The Town Manager shall name the Board of Trustees as the selection committee ("Selection Committee") that will be responsible for evaluating and scoring/ranking the proposals in accordance with this Section.

The Board of Trustees shall serve as the Selection Committee and provide input on the selection of special legal counsel for the Board of Trustees. Pursuant to the Town's Charter, the engagement of special legal counsel for the Board of Trustees shall be subject to the Town Commission's advice, consent and approval. .

The Town will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the proposals as applicable.

Selection of a final Proposer will be based upon the following steps and factors:

Elevation Level 1

- The Town's Purchasing Manager shall review all proposals for conformance with the RFP guidelines and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The Town's Purchasing Manager or designee will distribute proposals and evaluation criteria to the Selection Committee.

- The Selection Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level 2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.

Elevation Level 2

Each Selection Committee member shall score each proposal on the following evaluation criteria:

Evaluation Criteria	Maximum Points
Attorney Profile and Qualifications	45 points
Accessibility and Responsiveness	30 points
Fees	25 points
Total Points Available	100 points

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): *Of the highest or finest quality; exceptional; superior; superb*

  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- VERY GOOD (0.8): *To a high degree; better than above competent and/or skillful*

  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): *Having positive or desirable qualities; competent; skilled; above average*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): *Average, moderate, mediocre; adequate; sufficient; standard*

  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): *Inadequate; lacking; inferior in quality; of little or less merit; substandard*

  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information or was of inferior quality. The facts included demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies an "Experience" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows:

25 available points x 0.8 applicable description factor multiplier = 20 points

A Selection Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee members' total scores for each proposal will be added together to produce a final score for each proposal.

The Town's Purchasing Manager, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Selection Committee with the proposal receiving the highest points as the highest-ranked proposal.

If the Selection Committee decides to interview Proposers based on the final scores then, at a minimum, the Selection Committee shall elevate the three (3) highest-ranked Proposers to Elevation Level 3 for presentations. If the Selection Committee decides not to interview Proposers, they will collectively decide at a publicly noticed meeting if they would like to recommend to the Town Manager to enter into contract negotiations with the highest ranked Proposer and, following the successful completion of such contract negotiations, recommend the Proposer's engagement as special counsel to Board of Trustees to the Town Commission.

Elevation Level 3 (Proposer Presentations)

The Selection Committee may conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's proposal.

After all elevated Proposer presentations, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the desired services.

The Town's Purchasing Manager, or designee, shall receive and compile each Selection Committee member's ranking of each Proposer and then publish a rank-ordered listing of Proposer's to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend award to the Town Manager and to enter into Contract Negotiations with the highest-ranked Proposer(s). After the Town Manager's approval of the recommendation of award, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the Town Manager (with possible assistance from the Town Attorney and the Town's Purchasing Manager) and the elevated Proposer shall negotiate an agreement.

If after negotiating for a reasonable time period, the Town and the Proposer fail to agree upon the terms of an acceptable contract, negotiations shall be terminated and negotiations with the next-highest-ranked Proposer shall commence. If again unsuccessful, the process is repeated with the next-highest-ranked Proposer, and so on. This process is continued until a mutually agreeable contract is concluded or the project is abandoned, or the RFP selection process is otherwise terminated.

Upon agreement of terms and conditions for a final negotiated agreement, , the recommendation of the Selection Committee and the negotiated agreement shall be brought by the Town Manager to the Town Commission for consideration at a publicly noticed meeting. Pursuant to Article VI, Section 2 of the Town Charter, the negotiated agreement and engagement of special counsel to provide legal services to the Board of Trustees shall be subject to the advice and consent of the Town Commission.

6.4 Award of Agreement

The Town intends to award an agreement(s) resulting from this competitive solicitation to the short-listed Proposer who represents the best value to the Town. The Town is not obligated to make an award under or as a result of this competitive solicitation. The Town reserves the right to postpone the award of the agreement for a period of time not to exceed one hundred twenty (120) days from the Proposal Due Date. Pursuant to Article VI, Section 2 of the Town Charter, the negotiated agreement and engagement of special counsel to provide special counsel legal services to the Board of Trustees shall be subject to the approval, advice and consent of the Town Commission

6.5 Posting of Intent to Award

The intent to award an agreement to the Awarded Proposer(s), if any, will be posted on Demand Star for review by interested parties.

6.6 Protest

Any protest related to this RFP must be in accordance with the Town's Protest Procedures as specified in Chapter 38 of the Town's Code of Ordinances.

6.7 Non-Exclusive Agreement

This RFP does not establish an exclusive arrangement between the Town and the awarded Proposer, or the Board of Trustees and the awarded Proposer. The Town and the Board of Trustees have an unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein.

7.0 INSURANCE

Within fifteen (15) days of the posted date of Intent of Award, each apparent Awarded Proposer shall submit to the Town's Purchasing Manager a copy of the Proposer's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida.

The Town of Longboat Key and the Board of Trustees shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the Town of Longboat Key.

Proposal award will be subject to proof of insurance, in the form of certificates of insurance, being provided to the Town within fifteen (15) days of the posted date of the Intent of Award, and subject to acceptance of the types and amounts of coverage by Town's Purchasing Manager.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal.

Insurance coverage required from the apparent Awarded Proposer shall be provided by or on behalf of all subcontractors to cover their operations performed. The Awarded Proposer shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Proof of insurance with endorsements shall be sent to:

Town of Longboat Key
Attention: Purchasing Manager
501 Bay Isles Road
Longboat Key, Florida 34228

Note the RFP number and project title on certificates.

The acceptable form of the certificates of insurance shall be the industry standard ACORD certificate.

Once received by the Purchasing Manager, the certificates of insurance and endorsements shall accompany the executed agreement.

8.0 NEGOTIATION

The Town Manager (or designee) shall negotiate an agreement with the Awarded Proposer for the subject professional services at compensation which the Town Manager determines is fair, competitive, and reasonable. The engagement and final agreement with the Awarded Proposer shall be subject to the consent and approval of the Town Commission pursuant to Article VI, Section 2 of the Town Charter. This RFP process is conducted pursuant to the Town's Charter, Chapter 38 of the Town's Code of Ordinances, and the Finance Department's administrative procedures.

8.1 Selection, Negotiation, Additional Information

Although the Town reserves the right to negotiate with any Proposer to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive of Proposers without further discussion, negotiation, or prior notice. The Town may presume that any proposal is a best-and-final offer.

9.0 TOWN'S RESERVED RIGHTS

9.1 To be the judge of the Proposer's qualifications through a Selection Committee comprised of the Town's Consolidated Retirement System Board of Trustees.

9.2 To conduct pre-award discussions with any responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Selection Committee.

9.3 To request that Proposers modify their proposal to more fully meet the needs of the Town and Board of Trustees or to furnish additional information as the Town may reasonably require.

9.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

9.5 To request additional qualification information.

9.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more proposers to seek an improved understanding of any information contained in a proposal.

9.7 To seek clarification from any Proposer to fully understand information provided in a proposal and to help evaluate and rank the proposers.

9.8 To limit and/or determine the actual services to be included in the agreement with the Awarded Proposer.

9.9 To obtain information from any available sources for use in evaluating the proposals.

9.10 To waive any irregularity in any proposal, or reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the Town to do so.

9.11 To have the negotiated agreement for special legal counsel services to the Board of Trustees be subject to the advice, consent, and approval of the Town Commission pursuant to Article VI, Section 2 of the Town Charter.

9.12 To have the Proposer appear before the Town Commission relative to the engagement as special legal counsel to the Board of Trustees.

10.0 MINORITY BUSINESS PARTICIPATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title15, Part 8 of the Code of Federal Regulations, the Town hereby notifies all Proposers that they will affirmatively ensure minority business enterprises will be afforded a full opportunity to participate in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for qualification.

11.0 GENERAL TERMS

11.1 Equal Opportunity/Affirmative Action

The Town is an equal opportunity/affirmative action employer. The Town is committed to equal opportunity employment efforts and expects firms that do business with the Town to have a vigorous affirmative action program.

11.2 Women/Minority Business Outreach

The Town hereby notifies all potential proposers that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any procurement by the Town and will not be subject to discrimination on the basis of race, color, sex, or national origin.

11.3 Proposer Affirmation

By submitting a proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain any advantage over other persons or over the Town.

11.4 Proposer Development Costs

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

11.5 Code of Ethics

If any proposer violates or is a party to a violation of the code of ethics of The Town of Longboat Key or the State of Florida, with respect to this RFP, such proposer may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the Town.

11.6 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Proposers must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the Town. All Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

11.7 Disclosure – Advisory Board Member of Town

11.7.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the proposer's response.

11.7.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

11.7.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the Town or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

11.7.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive proposer.

11.8 Cone of Silence

After the issuance of the RFP by the Town, proposers and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the Town, including any Town Commissioner, member of the Selection Committee (member of the Board of Trustees), or any employee of the Town other than the Town's Purchasing Manager (or designee) unless otherwise directed. This prohibition begins with the issuance of the RFP and ends upon award of the resulting agreement. Such communications initiated by a Proposer shall be grounds for disqualifying the offending Proposer from consideration for award under this RFP and/or potentially any future procurement with the Town.

11.9 Copyright

The Awarded Proposer shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the agreement awarded under this RFP. The Awarded Proposer further agrees to execute such documents as the Town may request to affect such transfer or assignment.

11.10 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a agreement to provide any goods or services to a public entity, may not submit a proposal on a agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11.11 Proposer's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Awarded Proposer knowingly employs unauthorized aliens, such violation shall be cause for the University's unilateral cancellation of the agreement.

11.12 Mistakes

Proposers are required to examine the RFP Documents. Failure to do so will be at Proposer's risk.

11.13 Taxes

Goods and services sold to the Town under this RFP and the ensuing agreement shall be less all federal, state, and local taxes, since the Town has tax-exempt status (Town State Sales and Use Tax Exemption Certificate Number: 85-8012646331C-7).

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TOWN OF LONGBOAT KEY FLORIDA
RFP # 15-030 LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR
THE CONSOLIDATED RETIREMENT SYSTEM

SUBMITTED PROPOSAL FORM

The undersigned Proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Proposer represents that the Proposer accepts, and that this proposal complies with, the RFP Documents; that Proposer has carefully examined the RFP Documents for the designated Services. Proposer affirms that Proposer has carefully examined the location of the designated Services and, from its own investigations, is satisfied as to the nature and location of the Services, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Services, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Services or its performance.

The undersigned Proposer proposes, and agrees if this proposal is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, Proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by Proposer) entitled “Submitted Proposal Conflict of Interest” the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the proposer’s firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Proposer’s certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned Proposer understands that the Town reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Proposer agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Services (including mobilization and demobilization), and to execute an agreement for Services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the Services in strict accordance with the terms of the RFP Documents.

The undersigned Proposer acknowledges that Services to be performed shall conform to all Town codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit.

The undersigned Proposer acknowledges and understands that pursuant to Article VI, Section 2 of the Town Charter, engagement to provide special counsel legal services to the Board of Trustees of the Consolidated Retirement System shall be subject to the approval, advice and consent of the Town of Longboat Key's Town Commission.

_____
(Signature of Proposer)

_____
(Typed name of Proposer)

Doing Business As:_____

Business Address:_____

City:_____State _____ Zip _____

Fax:_____Phone: _____

E-mail address:_____

PUBLIC ENTITY CRIMES FORM

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

SWORN STATEMENT UNDER 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 public entity]

by _____
[print individual's name and title]

For_____
[print name of entity submitting sworn statement]

whose business address is: _____

City, State and Zip _____

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: _____.)

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 misrepresentations.

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, nonjury 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:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. 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 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.

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 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.

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

____ 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 to 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)

I UNDERSTAND THAT THE SUBMISSION OF THE 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. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A AGREEMENT 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)

Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ _____who, after first being sworn by me, affixed his/her signature in the space provided above on this _____day of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

FORM OF AFFIDAVIT WHERE PROPOSER IS A CORPORATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am _____ of _____, the

corporation described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

PROPOSER:

_____
Print or Type Name of Entity

By: _____ _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____day of _____, 2015, by _____(name of officer or agent, title of officer or agent) of _____(name of corporation acknowledging) a _____(state or place of incorporation), on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

_____
Signature of Notary

_____
Print or Type Name of Notary

_____ Commission expires: _____
Commission Number

FORM OF AFFIDAVIT WHERE PROPOSER IS A PARTNERSHIP OR JOINT VENTURE
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am a general/limited (strike one) partner in _____, a

General/Limited Partnership or Joint Venture (strike one), described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

PROPOSER:

_____
Print or Type Name of Entity

By: _____ _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ _____(name of acknowledging partner or agent) partner (or agent) on behalf of

_____
(name of partnership). He/she is personally known to me or has produced_____ as identification and who did (did not) take an oath.

NOTARY:

_____
Signature of Notary

_____
Print or Type Name of Notary

_____ Commission expires:_____
Commission Number

FORM OF AFFIDAVIT WHERE PROPOSER IS A SOLE PROPRIETOR/INDIVIDUAL
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am the sole proprietor/individual doing _____, the proposer described business as in

the foregoing bid and who executed the foregoing bid and that the several matters therein stated are in all respects true.

PROPOSER:

_____
Print or Type Name of Entity

By: _____ _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____day of _____, 2015, by_____. He/she is personally known to me or produced _____ has as identification and who did (did not) take an oath.

NOTARY:

_____
Signature of Notary

_____
Print or Type Name of Notary

_____ Commission expires _____
Commission Number

EXHIBIT B

Tab 5 – Fees

A. The hourly rate for work performed will be $300.00 for Partners (Mr. Cohen) and $275.00 for Associates (Mr. Chudachek and Ms. Levy). The hourly rate for paralegal services is $140.00. There will be no travel time billed for up to twelve (12) trips per year. For trips in excess of twelve (12), we will bill a total of $400.00 for roundtrip travel time. The hourly rate is guaranteed for three (3) years. We will bill for lodging expenses if warranted. We will bill actual travel expenses, to the extent permitted by Florida Statutes, Sec. 112.061. All services will be included in the hourly rate.

In connection with costs, we will bill $0.15 cents per page for in-house copying should you so desire that our in-house copying services be utilized. Copy services will be billed at the rate charged by the copy service. Overnight mail delivery will be charged at the actual rate. No long distance telephone charges or fax charges will be billed. We will bill actual expenditures for litigation matters.

B. Regarding the request for a monthly lump-sum retainer fee we would advise that you should not retain our services on a monthly lump-sum retainer fee at this time due to the fact that we are uncertain of the amount of work that will be required. We cannot accurately estimate the amount of the work to be performed at this early of a juncture. If we quote a fee and much more work needs to be done than we anticipate, then we will not be adequately compensated. If less work is required, we will be overly compensated and our desire is for both sides to be pleased with the fee and compensation for services performed. Please understand that we work for a number of our clients on a monthly lump-sum retainer fee and we are certainly willing to do so in the future.

Notwithstanding the above and in order to strictly comply with Request for Proposal 15-030, we would propose a monthly lump-sum retainer fee of $4,000.00 per month. This monthly

retainer would include all legal work except litigation (even if the Board of Trustees is not a party), appearances in court, contested disability hearings, pension forfeiture hearings, major ordinance drafting/rewriting and IRS filings concerning the qualification of the Plan and other complex tax related issues, which would be billed on an hourly basis. For those matters our current hourly rates would be:

Ronald J. Cohen: $300.00.

Brent J. Chudachek: $275.00.

Richelle B. Levy: $275.00.

There will be no travel time billed for up to twelve (12) trips per year. For trips in excess of twelve (12), we will bill a total of $400.00 for roundtrip travel time. The monthly lump-sum retainer fee rate is guaranteed for one (1) year. We will bill for lodging expenses if warranted. We will bill actual travel expenses, to the extent permitted by Florida Statutes, Sec. 112.061.

C. Specimen agreement is attached.

Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost	Single Sided Double Sided
A. Regular Copying	In accordance with Florida Statutes
B. Blueprint Copy	In accordance with Florida Statutes
2. Subconsulting Services	Actual Costs
3. Special Counsel	Actual Costs
4. Telecommunications	
A. Local	Non-reimbursable
B. Non-Local	Actual Costs
5. Computer Services	Non-reimbursable
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes, pursuant to Exhibit B.
7. Postage, Fed Ex, UPS	Actual Costs
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable contract between the Town, on behalf of the Board of Trustees, and the Attorney.

TOWN OF
Longboat Key
Incorporated November 14, 1955

Purchasing Division
501 Bay Isles Road
Longboat Key FL 34228
(941) 316-1988
FAX (941) 316-1984
www.longboatkey.org

RECOMMENDATION OF AWARD
RFP 15-030 SPECIAL COUNSEL LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

Date: December 22, 2015
To: Mr. Dave Bullock, Town Manager
From: Ms. Kari L. Kennedy, Purchasing Manager

SUBJECT
Approve the Evaluation Committee's recommendation of award and the Board of Trustees recommendation of award to authorize staff to negotiate an agreement with Rice Pugatch Robinson, P.A. for legal services to the Board of Trustees for the Consolidated Retirement System.

DESCRIPTION
The Board of Trustees for the Consolidated Retirement System requested Purchasing to solicit proposals for special counsel legal services to the Board of Trustees for the Consolidated Retirement System.

Request for Proposal (RFP) 15-030 was issued and three (3) firms submitted proposals. The Evaluation Committee met on December 8, 2015 to evaluate, score the proposals, and interview all three (3) firms that submitted proposals. The three (3) firms were Lewis Longman & Walker; Rice Pugatch Robinson; and Sugarman & Susskind. The Evaluation Committee members discussed in general the proposals that were submitted by all three (3) firms. The interview/presentation portion of the meeting commenced and was followed by the Committee discussing, evaluating and scoring each proposal. Following the score reveal, the Committee collectively decided they were ready to rank the firms. It was the consensus of the Evaluation Committee to recommend award and authorize staff to enter into an agreement with the top-ranked firm, Rice Pugatch Robinson. The following is a list of the proposal scores and the final raking:

- Rice Pugatch Robinson — Score: 380 — Final Rank: 1
- Lewis Longman & Walker — Score: 346 — Final Rank: 2
- Sugarman & Susskind — Score: 324 — Final Rank: 3

A motion was made by Ms. Nancy Woodley, seconded by Ms. Sandi Henley to choose the top-ranked firm of Rice Pugatch Robinson to be recommended to the Town Manager and to the Board of Trustees of the Consolidated Retirement System for award and authorize staff to enter into negotiations. All in favor 4 -0.

On Friday, December 18th, the Consolidated Retirement System Board of Trustees conducted a special meeting and accepted the recommendation of the Evaluation Committee to recommend award to Rice Pugatch Robinson to the Town Manager.

RECOMMENDATION
Request the Town Manager approve the Evaluation Committee and Board of Trustees for the Consolidated Retirement System recommendation of award and authorize staff to negotiate an agreement with the top-ranked firm, Rice Pugatch Robinson for RFP 15-030 Special Counsel Legal Services to the Board of trustees for the Consolidated Retirement System.

✓ Approve

____ Decline

Dave Bullock, Town Manager — Date: 12.22.15

Attachments:
1) Evaluation Committee Summary Score Sheet
2) Evaluation Committee Final Ranking
3) Meeting Minutes

RFP 15-030 SPECIAL COUNSEL LEGAL SERVICES TO THE BOT FOR THE CONSOLIDATED RETIREMENT SYSTEM
SUMMARY SHEET FOR FINAL RANKING OF PROPOSERS

PROPOSERS	Steve Branham	Sandi Henley	Randy Thompson	Nancy Woodley	Total Score	Relative Score	Rank
LEWIS, LONGMAN & WALKER	2	2	3	2	9	2.25	**2**
RICE, PUGHATCH, ROBINSON	1	1	1	1	4	1	**1**
SUGARMAN & SUSSKIND	3	3	2	3	11	2.75	**3**

Procurement Signature & Date

RFP 15-030 SPECIAL COUNSEL LEGAL SERVICES TO THE BOT FOR THE CONSOLIDATED RETIREMENT SYSTEM

SELECTION COMMITTEE SCORE SHEET

PROPOSERS	Steve Branham	Sandi Henley	Randy Thompson	Nancy Woodley	Total Score	RANK
LEWIS, LONGMAN & WALKER	86	85	86	89	346	**2**
RICE PUGATCH ROBINSON	94	91	95	100	380	**1**
SUGARMAN & SUSSKIND	83	69	89	83	324	**3**

Procurement Signature & Date

RFP 15-030 Special Counsel Legal Services to the Board of Trustees for the Consolidated Retirement System

Committee Meeting Minutes
December 8, 2015

Selection Committee Members:

Steve Branham, Consolidated Retirement Board, Chairman
Sandi Henley, Consolidated Retirement Board, Secretary
Randy Thompson, Consolidated Retirement Board Representative
Nancy Woodley, Consolidated Retirement Board Representative

Consolidated Retirement System Plan Administrator:

Scott Baur, Resource Centers
Amanda Kish, Resource Centers

Town Staff:

Kari L. Kennedy, Purchasing Manager

The publically noticed selection committee meeting convened at approximately 10:00am. All committee members were present. Kari Kennedy gave an overview of the RFP selection process procedures and answered questions from the committee members.

The selection committee members discussed in general the proposals that were submitted by all three (3) firms.

The presentation/interview portion of the meeting convened at approximately 10:45am. Presentations and interviews were made and conducted in alphabetical order followed by questions from the committee.

The interviews concluded at approximately 1:20pm.

After the presentations/interviews, the selection committee meeting became open to the public. The selection committee discussed collectively the proposers proposals combined with the presentations and interviews. The selection committee evaluated and scored each proposal in accordance with the evaluation criteria and process stated in the RFP.

The scores are as follows:

LEWIS, LONGMAN & WALKER	346
RICE PUGATCH ROBINSON	380
SUGARMAN & SUSSKIND	324

Following the score reveal, the selection committee collectively decided they were ready and able to complete a final rank of the Proposers. The selection committee ranked the Proposers one, two, or three with a ranking of one for the Proposer deemed to be the most qualified to perform the required services for the Board of Trustees and to the Town.

The final ranking is as follows:

LEWIS, LONGMAN & WALKER	2
RICE PUGATCH ROBINSON	1
SUGARMAN & SUSSKIND	3

The selection committee collectively decided to recommend award to Rice Pugatch Robinson, P.A. The motion was made by Nancy Woodley and 2nd by Sandi Henley. All in favor 4 – 0.

The selection committee recommendation will be presented the Consolidated Retirement System Board of Trustees and following, will be presented to the Town Manager for final approval.

The meeting was adjourned at approximately 2:00pm.

Respectfully submitted,
Kari L. Kennedy
Purchasing Manager

End of Agenda Item