

Request for Qualifications to Provide  
Special Magistrate Services for Code  
Enforcement

RFQ CODE 2019-01

City of Dade City, Florida



Due March 29, 2019  
@ 9:00 AM

# REQUEST FOR QUALIFICATIONS

## RFQ CODE 2019-01 - Code Enforcement Special Magistrate

The City of Dade City, Florida, hereinafter referred to as the “City,” is soliciting qualified Florida licensed attorneys to provide services in accordance with City of Dade City Ordinance 2018-09 and Florida Statutes Chapter 162 as a Special Magistrate.

To be considered, please submit three (3) sealed statements of qualifications and a thumb drive (“Qualification Package”) in one sealed envelope entitled “**RFQ CODE 2019-01 - Special Magistrate**” to the Dade City Finance Officer, 38020 Meridian Avenue, Dade City, Florida 33525 until 9:00 A.M. EST, March 29, 2019. Late submittals and facsimile or email submissions will not be considered. The Respondent shall bear all costs associated with the preparation and submission. Information submitted in response to this RFQ will become the property of the City and is subject to Florida public records law.

### **RFQ Schedule**

The City’s schedule (timetable) for this Solicitation is as follows:

Advertising.....	February 14, 2019
Deadline for Questions.....	February 28, 2019
Proposal Due Date.....	March 29, 2019
Evaluation Committee Meeting.....	April 1, 2019
City Commission Meeting.....	April 23, 2019

### **Acceptance and Rejections**

The City reserves the right to reject any or all submissions with or without cause; to waive any or all irregularities with regard to the specifications and to select the Respondent offering the greatest benefit to the City. Questions, clarification, or further information regarding the RFQ may be obtained at [attorney@dadecityfl.com](mailto:attorney@dadecityfl.com). The City reserves the right to delay or modify the above dates and timeline as needed.

## INSTRUCTIONS TO RESPONDENTS

### DISQUALIFICATION OF RESPONDENTS:

- A. NON-COLLUSION AFFIDAVIT:** Each Respondent must complete the attached Affidavit of Non-Collusion (See Exhibit A) and include it with the submittal. Failure to submit a correctly executed Affidavit of Non-Collusion shall be grounds for rejection of a response to this RFQ. If it is discovered that collusion exists among the Respondents then the response of all participants shall be rejected and no participants will be considered in future responses for the same work.
- B. PUBLIC ENTITY CRIMES:** Any person who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any services to a public entity, as provided in Section 287.133(2)(a), Florida Statutes. Any Respondent who shall perform work which is intended to benefit the City shall not be a convicted vendor. The Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable by the City or subject to immediate termination by the City, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The City, in the event of such termination, shall not incur any liability to the Respondent for any work. Respondent is required to sign the “Sworn Statement on Public Entity Crimes” attached as Exhibit B to this RFQ.
- C. CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes or by the Rules of Professional Conduct of The Florida Bar, shall be disqualified.
- D. LOBBYIST DISCLOSURE:** Under no circumstances shall any Respondent, or any person or persons acting for or on behalf of any Respondent, seek to influence or gain the support of any member of the City Commission or staff favorable to the interest of any Respondent, or seek to influence or gain the support of any member of the City Commission or staff against the interest of any other Respondent. From the date of issuance of this RFQ until final action by the City Commission, Respondents are not to discuss the RFQ or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized herein. The only communications that shall be allowed with regard to this RFQ are requests for clarification of the RFQ addressed to the City Attorney and submission of the Response. Any activities contrary to this paragraph may result in the exclusion of the Respondent from consideration by the City.
- E. EXAMINATION OF RFQ DOCUMENTS:** Each Respondent shall examine the RFQ and other contract documents and inform him or herself regarding any and all conditions and requirements that may affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

**F. SCOPE OF WORK:** The scope of work to be performed by the awarded firm/individual consists of, but is not limited to, the following:

- The Special Magistrate shall conduct hearings as provided in Chapter 162, Florida Statutes and Dade City Ordinance 2018-09 related to the enforcement of the Dade City Code of Ordinances, other adopted ordinances, land development regulations, permits, and policies of the City of Dade City.
- Special Magistrate agrees to observe all pertinent laws in the exercise of his or her duties, including, but not limited to, the Sunshine Law, the Public Records Law, Chapter 112 of the Florida Statutes relating to conflicts of interest, and laws relating to procedures for quasi-judicial hearings.
- The Special Magistrate shall serve at the pleasure of the City Commission, and shall not be deemed an employee of the City.
- The City shall provide such clerical and administrative personnel as deemed reasonably necessary to support the Special Magistrate's activities and assist in the proper performance of duties. The Special Magistrate shall not be authorized to engage, hire, or use any person, except those provided by the City to assist in the performance of duties, at the City's expense.
- The jurisdiction of the Special Magistrate is not exclusive. An alleged violation of a code provision may be pursued by another remedy at the option of the City Manager and nothing shall prevent the City from taking such other lawful action, including but not limited to resorting to equitable actions.
- The Special Magistrate shall serve a one (1) year term, which shall be automatically extended on a yearly basis unless otherwise directed by the City Commission prior to the expiration of the current term. Selection of a Special Magistrate to assist with a particular case shall be decided on a rotation basis if more than one Special Magistrate is selected to serve by the City Commission.
- All other relevant assignments relating to code enforcement Special Magistrate services, as may be requested.

**G. QUALIFICATIONS:**

- Must be a member in good standing of The Florida Bar for a minimum of five (5) years; and
- Be engaged in the practice of law; and
- Shall carry and provide proof of \$1,000,000 professional/malpractice insurance before award of contract; and

- Be knowledgeable of Florida law and Dade City's Code of Ordinances.

Preference may be given to those attorneys who have prior local government experience, experience in a judicial capacity, certification by The Florida Bar in an appropriate area or experience as a hearing officer, mediator, arbitrator, or special magistrate. Residency in Dade City is not required.

**H. INDEMNIFICATION:** Respondent shall agree to indemnify and hold harmless the City, its Commission members, officers, employees, and agents from all actions, claims, penalties, judgments, liabilities, losses, and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. Respondent shall defend the City, and shall pay all reasonable expenses incurred by the City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the negligence of the Respondent as aforesaid. Nothing in this indemnification is intended to constitute a waiver of the City's limitation on liability as set forth in Section 768.28, Florida Statutes. This covenant shall survive the expiration or termination of this Request for Qualifications. This provision shall not be construed to require Respondent to indemnify the City in situations wherein their rulings are appealed in the ordinary course as provided by law.

**I. PUBLIC RECORDS:** The Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes. If determined to be acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Special Magistrate specifically agrees to:

- (1) Keep and maintain public records required by the City to perform the service.
- (2) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the contract if the special magistrate does not transfer the records to the City.
- (4) Upon completion of the contract term, transfer, at no cost, to the City, all public records in possession of the Special Magistrate or keep and maintain public records required by the City to perform the service. If the Special Magistrate transfers all public records to the City upon the completion of the contract, the Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records upon completion of the contract, the Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology of the City.

IF THE SPECIAL MAGISTRATE, AS CONTRACTOR, HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 352-523-5052, [aguy@dadecityfl.com](mailto:aguy@dadecityfl.com), OR BY MAIL AT 38020 MERIDIAN AVENUE, DADE CITY, FLORIDA 33050.

**J. ASSIGNMENT:** The Special Magistrate shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any or all of its rights, title or interest therein, or the Special Magistrate's power to execute such contract to any person, company, or corporation without prior written consent of the City. Such consent may be withheld for any reason in the sole discretion of the City Commission.

**K. RESPONSE FORMAT AND REQUIRED INFORMATION:** All Responses shall include the following information, organized in a clear and concise manner:

- Title Page. This shall show the individuals name, physical address, telephone number, email address, and date.
- Brief Profile and Statement (2 page maximum), providing a history of your experience and expertise as it relates to this position.
- Up-to-date Resume.
- Statement of local availability and degree of accessibility to the City.
- Respondent may submit hourly rates for Code Enforcement Special Magistrate Services or a flat rate per case. Either option shall include billing for review of complaints, research, and attendance at hearings.
- Three (3) professional references.
- Preferred day and time for special magistrate hearings.

**L. SELECTION PROCESS**

After the proposals are opened by the Dade City Finance Officer, a list of proposals received will be posted on the Dade City website. Thereafter the proposals shall be reviewed by an Evaluation Committee consisting of the City Manager, City Attorney and the Building Official. The Evaluation Committee shall make recommendations to the City Commission for the appointment of a Special Magistrate(s). Any appointed Special Magistrate(s) shall serve on a rotation basis. A contract will subsequently be executed between the Special Magistrate(s) and the City setting forth the specific terms and conditions of the engagement consistent with the RFQ.

**M. RESERVATION OF RIGHTS**

The City Commission reserves the right to modify the specifications in this RFQ as needed based on the responses received if in the best interest of the City.