**NON-COLLUSIVE AFFIDAVIT**State of Florida)

) ss.

County of Miami-Dade)

John R. Herin being first duly sworn, deposes
and says that:

He/she is the Partner, (Owner, Partner, Officer,
Representative or Agent) of Fox Rothschild LLP, the
Offeror that has submitted the attached Proposal;

1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

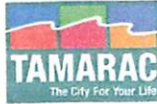
By

John R. Herin

Printed Name

Partner

Title



NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE


On this the 29 day of March, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

John R. Herin and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:


NOTARY PUBLIC, STATE OF FLORIDA

Jessica T. Miranda

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:



(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FOX ROTHSCHILD LLP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 2000 MARKET STREET 20TH FLOOR	Requester's name and address (optional)
6 City, state, and ZIP code PHILADELPHIA PA 19103-3222	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	3		-	1	4	0	4	7 2 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Edward Hillspis CFO

Date ►

1/2/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



December 29, 2020

Fox Rothschild LLP
2000 Market Street
20th Floor
Philadelphia, PA 19103-3222

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Fox Rothschild LLP has Professional Liability Coverage under Policy LPL 1933-2020 with an annual limit of \$50,000,000 per claim and \$100,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2021 to January 1, 2022.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

By: 

Nancy J. Montroy
Vice President – Director of Underwriting

Date: 12/29/2020

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		CONTACT NAME: Joe Holden PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: HOLDEN_UNIT@grahamco.com FAX (A/C, No): 215-933-3988	
INSURED Fox Rothschild LLP 2000 Market St. Philadelphia, PA 19103		INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Federal Insurance Company INSURER C: Pacific Indemnity Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20303 20281 20346	

COVERAGES

CERTIFICATE NUMBER: 643572728

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35811294	8/15/2020	8/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73521061	8/15/2020	8/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79824926	8/15/2020	8/15/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	71716264	8/15/2020	8/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Crime Property			8134-6256 35811294	8/15/2020 8/15/2020	8/15/2021 8/15/2021	Employee Theft: \$2,500,000 Limit: \$101,047,053 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above Property Policy provides coverage for Special Causes of Loss.

The above referenced Property limit includes coverage for Tenants Improvements and Betterments and is valued at Replacement Cost.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACE American Insurance Company

Chubb Cyber Enterprise Risk Management Policy Declarations

NOTICE: THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD FOR ANY INCIDENT TAKING PLACE AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD.

AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF INSURANCE AND WILL BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CLAIMS EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF INSURANCE. TERMS THAT ARE UNDERLINED IN THIS NOTICE PROVISION HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION II, DEFINITIONS. READ THE ENTIRE POLICY CAREFULLY.

IF YOU NEED URGENT CRISIS MANAGEMENT OR
LEGAL ADVICE, PLEASE CONTACT:

Cyber Incident Response Coach Hotline at:
1-(800)-817-2665 or Press your '[Report Cyber Incident](#)' button
on the Chubb Cyber Alert Mobile application.

Policy No: D95326638	Renewal of: G28419697 003
Item 1. Named Insured	Fox Rothschild LLP
Principal Address	2000 Market St, 20th Fl Philadelphia, PA 19103-3222
Item 2. Policy Period	From: 08-15-2020 To: 08-15-2021 (12:01 AM local time at the address shown in Item 1.)

Item 3. Maximum Policy Limits of Insurance.

A. Maximum Single Limit of Insurance	\$5,000,000
B. Maximum Policy Aggregate Limit of Insurance	\$5,000,000

Item 4. Limits of Insurance, Retentions and Insuring Agreement(s) Purchased. If any Limit of Insurance field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.

First Party Insuring Agreements			
A. Cyber Incident Response Fund	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention
1. Cyber Incident Response Team	\$5,000,000	\$5,000,000	\$100,000
			Except Cyber Incident

			Response Coach:	\$0
First Party Insuring Agreements				
NOTE: The Insured is under no obligation to use or contract for services with the Cyber Incident Response Team . However, if the Insured elects not to use or contract with the Cyber Incident Response Team but elects to use or contract with a Non-Panel Response Provider , then the Each Cyber Incident Limits and Aggregate Limit for all Cyber Incidents specified in Item 4A2 below apply.				
2. Non-Panel Response Provider	\$2,500,000	\$2,500,000	\$100,000	
Insuring Agreement	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention	
B. Business Interruption and Extra Expense				
1. Business Interruption Loss and Extra Expenses	\$5,000,000	\$5,000,000	\$100,000	
			Waiting Period: 8 Hours	
2. Contingent Business Interruption Loss and Extra Expenses	\$5,000,000	\$5,000,000	\$100,000	
			Waiting Period: 8 Hours	
a. Scheduled Providers Limit (if scheduled by endorsement)				
C. Digital Data Recovery	\$5,000,000	\$5,000,000	\$100,000	
D. Network Extortion	\$5,000,000	\$5,000,000	\$100,000	

Third Party Liability Insuring Agreements			
Insuring Agreement	Each Claim Limit	Aggregate Limit for all Claims	Each Claim Retention
E. Cyber, Privacy and Network Security Liability	\$5,000,000	\$5,000,000	\$100,000
1. Payment Card Loss	\$5,000,000	\$5,000,000	\$100,000
2. Regulatory Proceeding	\$5,000,000	\$5,000,000	\$100,000
F. Electronic, Social And Printed Media Liability	\$3,000,000	\$3,000,000	\$100,000

Item 5. Retroactive Date	
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LOI #: 21-09L: Legal Services for the City of Tamarac

Fox Rothschild LLP: Narrative Response | March 29, 2021

4.1 Title Page

Table of Contents:

- Narrative Response: Page 1
- Attorney Information Page 12
- Exceptions/Comments Page 25
- SunBiz Business Report Page 26

Firm Information:

- Fox Rothschild LLP
One Biscayne Tower
2 South Biscayne Blvd., Suite 2750
Miami, FL 33131

Contact Person/Principal Representative/Lead Attorney:

- John R. Herin Jr., Partner
jherin@foxrothschild.com
Tel: 305.442.6544
Fax: 305.442.6541

As described within our response, the following attorneys will support Mr. Herin in matters for the City:

- Donald P. Dufresne, Partner | West Palm Beach
- Joseph A. DeMaria, Partner | Miami
- Diane J. Geller, Partner | West Palm Beach

Brief Firm History:

Founded in 1907, Fox Rothschild is a national, *Am Law* 100 firm with 950 attorneys practicing in 27 offices coast to coast, including Miami and West Palm Beach, Florida. Our attorneys provide the full range of legal services to private and public organizations, and we are home to 70 practice areas—including robust Government Representation and Relations, Litigation, Real Estate, Employment, Zoning & Land Use, Environmental, Construction, Corporate, and Tax groups, among many others. The firm has a broad base of experience in representing a variety of governmental entities in Florida and across the country. Our attorneys routinely work with cities, counties, municipalities, municipal authorities, municipal zoning and planning boards, transportation agencies, state universities, community colleges, and school districts, serving as a liaison and advocate for these entities.

In this role, we regularly appear before regulatory agencies, boards, and courts; attend meetings; offer training to board members on compliance issues; analyze proposed rules and regulations; review and prepare contracts and related documents; negotiate agreements; and handle complex matters and legislation, among many other services. Our attorneys have significant experience advising governmental entities on statutory and charter compliance, risk management and litigation strategies, construction and capital improvements, financing, asset leases and sales, and day-to-day operations. We are routinely involved in legislative, administrative, and regulatory matters at the local, state, and federal levels. Our attorneys appear before federal and state administrative agencies as well as courts throughout the Florida.



4.2 Provide copies of current Florida Professional Registration License(s) or proof of membership in the Florida Bar for attorneys who will be working with City staff. Identify specific areas of certifications and experience and include resumes for each attorney who will be serving the City to include relevant experience, educational background and training. Provide Resumes of key personnel who will actually be assigned to City Tamarac projects and describe their roles. Note: Tamarac expects those listed to be those who will actually perform the work.

A brief summary of each team member's experience is provided below, and full attorney resumes as well as proof of Florida bar memberships can be found within the "Attorney Information" section of our proposal.

John R. Herin Jr., Partner | Miami – Primary Attorney

Mr. Herin is Florida Bar Board Certified in City, County, and Local Government Law, and he brings 30 years of experience in local government law, construction, land use, zoning, and environmental law. For clients in the public and private sectors, he handles complex development matters throughout Florida, including comprehensive plan, platting, permitting, site plan, and zoning applications and amendments; endangered species, submerged land leases, and stormwater and wastewater permitting; P3 projects; and lender/buyer due diligence issues. He also has extensive experience in representing clients with respect to eminent domain, inverse condemnation and land use litigation, as well as claims under Florida's Bert J. Harris, Jr., Private Property Rights Protection Act.

Mr. Herin has handled a broad range of environmental and land use issues before the Florida governor and cabinet, cabinet aides, district and circuit courts, division of administrative hearings, state agencies, and local government bodies. He has also drafted hundreds of ordinances and resolutions for cities and counties on a wide range of subjects. John serves or has served as city attorney, assistant city attorney, assistant county attorney and special counsel to numerous local governments and quasi-governmental agencies throughout Florida.

His current roles include:

- Town attorney for the Town of Fort Myers Beach
- Special counsel to the City of Delray Beach (general government)
- Special counsel to the City of Hollywood (litigation)
- Special counsel to the City of Sarasota (environmental and related litigation)
- Code Enforcement Special Magistrate to City of Oakland Park and Village of Sea Ranch Lakes

Donald P. Dufresne, Partner | West Palm Beach – Backup Attorney

Mr. Dufresne is a highly skilled real estate attorney with over 30 years of experience, and also counsels clients on environmental due diligence and represents clients before municipal, county, state and federal governmental bodies and agencies. He has extensive experience in land use, zoning, code enforcement and other regulatory matters. Very active in his community, he serves on the board of the Palm Beach County Tourist Development Council and previously served as a member of the Palm Beach County Planning and Zoning Commission as well as the Palm Beach County Consumer Affairs Hearing Board. He is the former chairman of the Village of Wellington Equestrian Preserve Committee and past president of the Palm Beach County Sports Commission.



Joseph A. DeMaria, Partner | Miami – Team Member/Litigation

Mr. DeMaria is Florida Bar Board Certified as a Business Litigation Specialist, a designation reserved for attorneys who undergo rigorous vetting, including a written examination and peer review, to augment their deep experience in business litigation. He has handled major litigation cases representing government entities and public school systems and other clients from wide-ranging sectors, including banking and services, large-scale corporate construction, and international business, among others. Mr. DeMaria has also defended individuals under investigation and subject to criminal and regulatory charges by the Department of Justice and federal and state regulators. Currently, he serves as lead trial counsel for the City of Hollywood in several complex litigation matters.

Diane J. Geller, Partner | West Palm Beach – Team Member/Labor & Employment

Ms. Geller provides strategic general counsel services to a wide array of local government agencies and private and public companies. She frequently represents management on matters related to harassment and discrimination claims. She also handles inquiries from the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, Office of Federal Contract Compliance Programs, Justice Department and Department of Homeland Security and has represented clients before the EEOC, the NLRB, the Human Rights Commissions, and various local arbitration associations. Ms. Geller currently serves as General Counsel to the Boca Raton Housing Authority and handles all employment and labor matters for the Broward County Housing Authority and the Town of Fort Myers Beach.

4.3 Specific experience providing legal services to local governments.

John Herin, the lead attorney on this representation, brings thirty years of experience representing Florida local government agencies, and is Florida Bar Board Certified in City, County, and Local Government Law. This distinction is bestowed on less than 7% of lawyers in Florida and recognizes Mr. Herin's special knowledge, skills, and proficiency in city, county, and local government law, as well as his professionalism and ethics in his day-to-day practice of law. As a Board Certified Specialist, Mr. Herin is fully versed in all aspects of the myriad day-to-day issues the City faces including, but not limited to, code enforcement, contract negotiations, comprehensive plan and land use matters, environmental regulations, government litigation, parliamentary procedures, procurement, public records and the sunshine law, public finance, and tort liability. Mr. Herin currently serves as the Town Attorney for the Town of Fort Myers Beach and General Counsel for the Broward County Housing Authority, and Special Counsel to the City of Deerfield Beach, City of Hollywood, City of Sarasota, and has served in a similar capacity to close to two dozen cities, counties, towns and villages throughout the state of Florida.

Ethics and Public Records

Our attorneys have handled numerous cases before both state courts and offices of open records related to public records laws. Through our representation of municipalities and school districts, we have extensive experience in various freedom of information laws, including Florida's Public Records Law and Sunshine Law. Our attorneys regularly advise clients on public records laws, address matters under these laws, and file public records requests with state, county and local agencies; as well as advise and represent appointed and elected officials, and staff members of local government agencies, on a wide-range of ethics matters at the state and county level (i.e., State of Florida Commission on Ethics).



Municipal Law

Our attorneys have significant experience in municipal law, litigation, and municipal tort claims law. Across the country, we serve as city attorney or solicitor to numerous municipalities, and we have acted as special counsel to literally hundreds of municipalities, authorities, publicly appointed boards, and other local governmental entities. Our team includes seasoned local government attorneys and litigators with decades of experience, and we frequently handle matters in local, state, and federal courts at the trial and appellate levels involving a wide range of issues that affect governmental entities. This trial experience includes an on-going excellent working relationship with the Florida Municipal Insurance Trust (FMIT) and the various local law firms that jointly represent the FMIT and various local government entities in South Florida.

We have broad and significant experience advising municipal and governmental clients on day-to-day operations, building code and permitting issues, compliance issues, litigation, and risk avoidance and management. We are involved in legislative, administrative, and regulatory matters at local, state, and federal levels. Our team has a longstanding and successful history of working with government bodies as participants on commissions, solicitors, serving on government-appointed committees, and appearing before courts and regulatory agencies. We represent our government clients in disputes relating to bids and contracts, construction and public works projects, tax assessments, bankruptcy, and employment issues, in addition to handling other day-to-day issues.

Workers Compensation

Our experience includes the defense of workers' compensation claims, and members of our Labor & Employment Department regularly counsel employers on workers' compensation issues. We have represented employers and workers' compensation carriers before appellate courts, and our defense experience includes representation of municipalities and clients in the transportation, manufacturing, and health care industries. Our team has also spoken at numerous continuing legal education seminars for various industry groups regarding workers' compensation topics, and we regularly provide training to our clients in this area.

Procurement and Contracting

Our representation of municipalities includes negotiating, developing, and advising on contracts while ensuring compliance with public contracting law. We leverage our substantial experience and understanding of public procurement and contracting requirements to guide our municipal clients through projects of all sizes.

Our attorneys regularly develop contracts for municipalities and local government entities across the country, and we have extensive experience working within the framework of the EJCDC and AIA form documents to provide design professionals and contractors a familiar contractual platform for public construction projects. Our attorneys also routinely structure and negotiate leases, prepare and review RFPs and RFQs, and draft and review construction manuals as well as other operational documents. A unique aspect of our procurement and contracting experience is negotiating with various law enforcement agencies to provide for law enforcement services, enhanced law enforcement services (e.g., extra patrol deputies) and specialized law enforcement services (e.g., marine patrol units).



Land Use and Zoning

Fox's zoning and land use attorneys are active champions of our government clients' right to regulate land use activities within their jurisdictions and aggressively focus their efforts on helping clients achieve their objectives in zoning and land use activities, in real estate development work, and where necessary, in litigation proceedings. Our attorneys deliver swift and effective service as a project evolves—we have worked with local government staffs to tackle subdivision approvals for new residential housing developments; land development approvals for new office, industrial, and commercial developments and for the renovation and expansion of existing projects; re-zonings; conditional use approvals, variances, special exceptions, and certificates; highway-related permits; and environmental permits, approvals, clearances, and releases from environmental liability.

We deliver swift and effective service and have extensive experience in zoning and land use related permits and approvals; real estate development; litigation proceedings related to the zoning and land use process; and environmental-related services.

Additionally, we work closely with our colleagues in the firm's condemnation and eminent domain, construction law and litigation practice areas. We leverage the depth and breadth of our national network of attorneys to provide clients with excellent and cost-effective legal representation.

Real Estate

Our team of real estate professionals is at the ready to help clients maximize real estate opportunities. We are well versed in HUD regulatory compliance issues, financing, zoning, land use, construction, tax appeals, condemnation, and all aspects of complex real estate transactions. We assist government entities, owners, developers, investors, lenders, design professionals, landlords, tenants, financial institutions, syndicators, insurance companies, and many other clients with their real estate needs. Additionally, our Real Estate Practice is experienced in negotiating agreements such as restrictive covenants, easements and declarations to address protection of open space, protection of water rights, access easements, utility easements and recreational trails.

Code Enforcement

Fox attorneys regularly represent local governments and property owners in code enforcement matters involving a wide variety of issues. Lead Partner John Herin, in particular, serves as the code enforcement prosecutor for the Town of Fort Myers Beach as well as the code enforcement special magistrate for several municipalities in Broward County.

Utilities

Fox has represented municipal clients, including water and sewer authorities, in range of utility-related matters, handling procurement, construction, and water and wastewater system issues, including rate setting. In this capacity, our attorneys have handled wastewater treatment agreements, prepared RFPs, drafted/negotiated contracts for engineering and consulting services, and negotiated lease agreements, among other matters. Our

experience extends to representing local government entities in procuring and negotiation solid waste and recycling collection services, and related billing and special assessments.

Labor and Employment

We have extensive experience handling the challenges faced by public sector employers—including states, counties, cities, municipalities, state universities, community colleges, state transportation and port authorities, and public transit organizations.

Our labor and employment lawyers have extensive experience negotiating contracts and defending claims related to unions, and we counsel national, regional, and local public employers on how to maintain positive employee relations. Through our extensive work with municipalities, public school districts, authorities, and other government entities, we have negotiated hundreds of labor contracts and related matters. Fox attorneys have served as chief negotiators in significant and high profile labor relations disputes and have negotiated labor contracts with every major international union at company locations in more than 35 states. We have also served as special labor counsel at the request of state governors in connection with various projects and initiatives. Our practice includes former National Labor Relations Board attorneys as well as lawyers who served as general counsel to *Fortune* 500 companies.

Our nationwide team audits and develops employer procedures, policies, and manuals, and we offer training to HR professionals, managers, and executives. Further, our team includes more than 40 attorneys with experience in conducting on-site sexual and workplace harassment prevention training to clients across the country.

Our attorneys are also experienced in the full range of employment issues, including claims of age, disability, sex and race discrimination and retaliation; sexual harassment; wrongful discharge; employment at will; whistle-blower violations, non-compete, nondisclosure and trade secret disputes; defamation; fraud; invasion of privacy; public policy violations; and a wide variety of other common law and statutory claims arising in the employment context. Fox attorneys also have experience handling matters under the Affordable Care Act, Americans with Disabilities Act, Family and Medical Leave Act, Family Leave Act, Older Workers Benefits Protection Act, and Age Discrimination in Employment Act, as well as employee benefit work, including matters falling under COBRA and ERISA. We regularly counsel clients on statutory compliance and risk management activities, and issues arising from drug testing and employee discipline. We also prepare employee handbooks and municipal policies.

Forfeiture

Fox attorneys have handled a number of cases involving asset forfeiture under federal and state laws. We work closely with federal, local, and state law enforcement agencies to aggressively pursue forfeiture proceedings, while at the same time ensuring appropriate compliance with statutory procedures and safeguards.

Municipal Finance

Our public finance attorneys have been representing public entity clients in finance transactions for more than 50 years, and we represent municipalities, local government authorities, school districts, colleges and

universities, hospitals and health care institutions, nonprofit organizations, investment banks, and manufacturers in a full range of bond transactions. Our team has experience in any of the multiple roles in such transactions. We have served as bond counsel, underwriter's counsel, disclosure counsel, issuer's counsel, lender and credit enhancer's counsel, borrower's counsel, special tax counsel, and indenture trustee's counsel. We have acted as underwriters' bond, special, and disclosure counsel on many general obligation and revenue bonds, and the tax-exempt market accepts our opinion with respect to all forms of tax-exempt financing.

Where Fox has served as bond and underwriters counsel, we have performed functions such as attending all meetings required for the preparation of the bond issuance; preparing, drafting, and/or reviewing, as appropriate, all documents necessary for the transaction; supervising the bond closing; rendering legal opinions for the bond issue; assembling closing documents; providing consultation and advice to the agency; and providing the appropriate tax opinions.

Our public finance attorneys routinely engage in:

- Current and advance refundings
- Taxable as well as tax-exempt bonds
- Reofferings relating to the conversion from one interest rate mode to another
- Interest rate swap transactions and variable rate issues
- Option bonds, among other structures and types of financings
- Letters of credit, standby bond purchase agreements, and other liquidity facilities
- Taxable and non-taxable issuances

Pension

We have experience in designing and implementing employee retirement, benefit and compensation programs that serve the needs of employers and their employees. To formulate comprehensive solutions and strategies, our multidisciplinary team draws on decades of experience in employee benefits as well as the resources of attorneys throughout the firm who focus on estate planning, labor and employment, litigation, securities, taxation, and corporate law. Our team also has a wide range of experience handling these matters for government entities, including representing authorities and municipalities with respect to their retirement plans.

Attorneys from our Employee Benefits Department assist clients with the design, documentation, implementation, and administration of all types of defined benefit, defined contribution and hybrid plans, including multiemployer and governmental plans. Our attorneys guide clients through the complexities of governmental audits and investigations, employer aggregation issues, fiduciary responsibilities, and the tax and ERISA implications of investments. We counsel clients on all aspects of plan operation, compliance, corrections and disclosure.

We help employers design and administer benefit plans for employees and retirees, reviewing and negotiating vendor agreements, drafting employee communications and plan documentation, and assisting clients in complying with applicable laws. Our team also has experience prosecuting many high-profile securities fraud civil actions on behalf of public retirement systems.



Environmental Law

Fox has a strong Environmental Practice that encompasses a wide range of key environmental issues, including sewage planning, storm water management, water, energy, health and safety, municipal and residual waste, environmental management systems and other regulatory programs and compliance. Our lawyers are well versed in emerging areas of environmental law and policy, including climate change and greenhouse gases, and chemical restriction and registration rules. We are experienced in all compliance and related aspects of siting and redeveloping properties, and we regularly address wetlands issues in the context of real estate development, NRD, and remediation.

We also handle environmental litigation in state and federal courts, environmental aspects of transactions, regulation of discharge of hazardous materials into the environment, and environmental permitting (air and water).

Attorneys in our environmental practice offer extensive experience across the broad spectrum of environmental law, from compliance advice to litigation, and we know how to work, negotiate, and litigate with government agencies such as federal and state environmental protection agencies.

4.4 Provide a list and explanation of any ethics complaints filed against the law firm, any attorney in the law firm or any attorney proposed under this solicitation and a list of disciplinary procedures taken against any current member of the firm or attorney proposed under this solicitation by the Florida Bar Association or any State regulatory agency within the past ten (10) years.

As a firm with 950 attorneys in 27 offices, there have been, on a few occasions, instances wherein dissatisfied clients or adversaries have filed complaints with a disciplinary board. During the past ten (10) years, almost all of those matters have been summarily dismissed and the remaining matters were investigated and concluded without any sanctions or reprimand being imposed upon the attorneys involved. Any requests for additional information should be directed to our firm's General Counsel, Thomas D. Paradise at (215) 299-2774. None of the team members have been or are the subject of any disciplinary actions by the Florida Bar Association to any State regulatory agency.

4.5 Identify 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.

To the best of our knowledge, no conflicts of interest exist relating to the Firm's client relationships that would prohibit the Firm from representing the City in the services set forth in the RFP. As a firm of 950 attorneys in 27 offices across the country, we are unable to track individual affiliations with boards, committees, and other organizations, but we are unaware of any such conflict(s) of interest. If the City provides a complete list of boards, organizations, committees or clients, including, but not limited to, other municipalities, governmental and/or quasi-governmental entities that the City believes may be adverse to it in future matters covered by the RFP, Fox will seek to identify any firm clients on the list. Should any firm client be identified, Fox is obligated by the Rules of Professional Conduct to seek approval from such clients for the requested disclosure.



4.6 Provide a list of other municipalities or other governmental entities currently represented by the firm.

Lead attorney John Herin currently serves as:

- Town attorney for the Town of Fort Myers Beach
- General counsel for the Broward County Housing Authority
- Special counsel to the City of Delray Beach (general government)
- Special counsel to the City of Hollywood (litigation)
- Special counsel to the City of Sarasota (environmental and related litigation)
- Code Enforcement Special Magistrate for the City of Oakland Park and Village of Sea Ranch Lakes

Mr. Herin has previously served as:

- City attorney for the City of Marathon
- City attorney for the City of Doral
- Interim village attorney for the Village of Palmetto Bay
- Town attorney for the Town of Miami Lakes
- Village attorney for the Village of Islamorada
- Village attorney for the Village of Biscayne Park
- Special counsel to city in the negotiation and drafting of a development agreement wherein property owner voluntarily contributed monetary and off-site improvements benefiting city's residents
- Special counsel to city in an annexation dispute with adjacent local government
- Special counsel to town with respect to draft environmental impact statement for proposed runway expansion
- Special counsel to hospital special district in court challenge to the imposition of a municipal special assessment
- Special counsel to municipality in special assessment dispute with county
- Special counsel to municipality regarding third party review of settlement agreement
- Code Enforcement Special Magistrate to local municipalities in Broward County

4.7 Identify any malpractice claims against the firm or any attorney employed by the firm within the past ten (10) years.

As a Firm with 950 attorneys in 27 offices, from time-to-time, claims have been asserted regarding the provision of legal services. Those claims that have proceeded to trial have resulted in defense verdicts. With few exceptions in the past ten (10) years, those matters that have settled were settled for amounts well within our self-insured retention ("SIR") amount. Any requests for additional information should be directed to our firm's General Counsel, Thomas D. Paradise at (215) 299-2774.

4.8 Provide the firm's approach to providing legal services to the City, including relationships with the Mayor and Commission and City staff and proposed staffing.

Our objective is to provide high quality legal services in a timely and cost effective manner through our depth of knowledge, firm-wide resources, and a collaborative team approach, which incorporates the input of elected and appointed officials and City staff. Our first step in the implementation of meeting this objective will be to



meet as soon as possible with the Mayor, City Councilmembers, City Manager and legal staff to identify and prioritize the City's immediate legal needs.

Lead partner John Herin, as well as the members of our proposed team, will be readily available to assist the City with issues as they arise, quickly respond and communicate with officials, and attend meetings and conference calls as needed. Our professionals will be available by email and phone, and we are sufficiently staffed so that if someone is unavailable, a backup will be able to quickly respond.

Matters will be staffed leanly but effectively to contain costs while providing the best possible legal representation. To contain legal fees when partner-level experience is not required, associates and paralegals will be utilized to perform level-appropriate work under close direction of Mr. Herin or another partner. We also understand that it may be most efficient and cost-effective for an experienced attorney to handle a specific matter. Finally, we will have a regular presence at City Hall.

4.9 Specify areas of expertise, and areas requiring the use of special outside counsel.

As a full service firm with a deep pool of national resources across our attorneys and offices, we do not anticipate any area of service requiring the use of special outside counsel unless required by specific case law or ethical rules of the Florida Bar.

4.10 Specify any sub-contractors or other firms who you propose to utilize on behalf of the City.

The firm does not anticipate the need to utilize sub-contractors or other firms.

4.11 Provide a structure of compensation and fees you will charge the City as well as projected budgeted costs of the relationship based on a monthly timeframe.

Fox Rothschild is proposing to provide City Attorney general services on a monthly retainer basis for \$50,000.00 per month. This includes general legal advice to Mayor and Council and all Town Departments, including but not limited to: Building, City Clerk, City Manager, Finance, day-today Employment & Labor (not including EEOC charges or administrative and court actions), Information Technology, Parks & Recreation; procurement review and bid protests that do not go to civil court; planning & zoning advice and review, and attending related meetings; and oversight of outside counsel/law firms (if necessary); and of course, attendance at all City Commission and Local Planning Agency/planning board meetings.

On all other matters, the hourly rate which Fox will use as the base rate under any Agreement entered into as a result of this Request for Letters of Interest is \$265.00. Matters that fall outside of the category of general legal services include, but are not limited to:

- Litigation matters (administrative, appellate or trial work),
- Bond financing work,
- Complex real estate transactions,
- Collective bargaining, and
- Enterprise fund utility matters.

We will not charge for travel time to City Hall, nor for the attendance of more than one attorney at any Council meeting unless the attendance of the second attorney is as a result of a collective bargaining meeting or litigation matter. Lastly, we will not charge for routine telephone calls (generally a call of less than 20 minutes)

We believe that a strong team approach and working relationship between a City Attorney and the Mayor, Commission, City Manager and City staff is critical to the effective provision of legal services. Mr. Herin will be the primary attorney responsible for overseeing all firm attorneys that will work on City matters. Accordingly, he will be available on a 24/7 basis for consultation on all regular or emergency matters that may arise (Mr. Herin resides locally less than ten minutes from City Hall). Lead partner John Herin, as well as the members of our proposed team, will be available to assist the City with issues as they arise, quickly respond and communicate with officials, and attend meetings and conference calls as needed. Our professionals will be available by email and phone, and we are sufficiently staffed so that if someone is immediately unavailable, a backup will be available to quickly respond.

Our local experience is complemented by Fox Rothschild's more 900 attorneys in 27 offices throughout the country and Washington D.C. We listen to our clients and give our clients the focus and service of a boutique – with the reach and resources of a national firm. We are committed to providing the City and its elected and appointed officials with superior legal services in the most cost effective manner possible.

4.12 Provide a list of professional references (which may include clients).

Reference	Legal Address	Contact Name	Phone	Email
City of Hollywood	2600 Hollywood Blvd, Room 419, Hollywood, FL 33022	Doug Gonzales, City Attorney	(954) 921-3201	dgonzales@hollywoodfl.org
City of Sarasota	1 S. School Ave., Suite 700, Sarasota, FL 34237	Robert Fournier, City Attorney	(941) 906-1199	robert.fournier@sarasotagov.com
Town of Ft. Myers Beach	2525 Estero Blvd., Ft. Myers Beach, FL 33931	Roger Hernstadt, Town Manager	(239) 765-0202 x 1100	roger@fmbgov.com
City of Doral	Government Center 8401 NW 53rd Terrace Doral, FL 33126	Albert Childress, City Manager	(305) 593-6697	Albert.Childress@cityofdoral.com
Village of Biscayne Park	600 NE 114th Street Biscayne Park, FL 33161	MacDonald Kennedy, Commissioner	(305) 213-5139	mkenedy@biscayneparkfl.gov



John R. Herin Jr.

Partner

Miami, FL

Tel: 305.442.6544

Fax: 305.442.6541

jherin@foxrothschild.com

John has more than 20 years of experience in land use, zoning and environmental law.

For clients in the private and public sectors, John handles complex development matters throughout Florida, including comprehensive plan, platting, permitting, site plan and zoning applications and amendments; endangered species, submerged land leases, and stormwater and wastewater permitting; and lender/buyer due diligence issues. He also has extensive experience in representing clients with respect to eminent domain, inverse condemnation and land use litigation, as well as claims under Florida's Bert J. Harris, Jr., Private Property Rights Protection Act.

John has handled a broad range of environmental and land use issues before the Florida governor and cabinet, cabinet aides, district and circuit courts, division of administrative hearings, state agencies and local government bodies. He has also drafted hundreds of ordinances and resolutions for cities and counties on a wide range of subjects.

Representative Matters

Public Sector Experience

John serves or has served as city attorney, assistant city attorney, assistant county attorney and special counsel to numerous local governments and quasi-governmental agencies.

He has previously served as:

- City attorney for the City of Marathon
- City attorney for the City of Doral
- Interim village attorney for the Village of Palmetto Bay
- Town attorney for the Town of Miami Lakes
- Village attorney for the Village of Islamorada
- Special counsel to city in the negotiation and drafting of a development agreement wherein property owner voluntarily contributed monetary and off-site improvements benefiting city's residents



- Special counsel to city in an annexation dispute with adjacent local government
- Special counsel to town with respect to draft environmental impact statement for proposed runway expansion
- Special counsel to hospital special district in court challenge to the imposition of a municipal special assessment
- Special counsel to municipality in special assessment dispute with county
- Code Enforcement Special Magistrate to local municipality in Broward County

Reported Cases

- *Sansbury v. City of Orlando*, 654 So.2d 965 (Fla. 5th DCA 1995) [upholding juvenile curfew]
- *Bott v. City of Marathon*, 949 So.2d 295 (Fla. 3rd DCA 2007) [enforceability of affordable housing restrictive covenant]
- *Beyer v. City of Marathon*, - So.3d - , 2013 WL 5927690 (Fla. 3rd DCA 2013) [inverse condemnation claim – owners were not deprived of all economically beneficial use of their property]
- *City of Coral Springs v. North Broward Hospital District*, - So.3d - , 4D14-2351 (Fla. 4th DCA 2015) [imposition of city fire service special assessment on district property was illegal]
- *Department of Community Affairs v. City of Marathon*, DOAH Case No. 04-3500GM [challenge to adopted comprehensive plan]
- *Florida Keys Citizens Coalition, Inc. & Last Stand, Inc. v. Florida Administration Commission & City of Marathon*, DOAH Case No. 04-2755RP [proposed Administration Commission rule amending city's comprehensive plan not invalid exercise of delegated legislative authority]
- *Rossignol v. Village of Islamorada & Department of Community Affairs*, DOAH Case No. 01-2409GM [comprehensive plan provisions limiting transient rental uses in residential areas supported by appropriate data and analysis]
- *Department of Community Affairs v. Village of Islamorada*, DOAH Case No. 01-1216GM [challenge to adopted comprehensive plan]

Private Sector Experience

- Obtained a vested rights determination on summary judgment for developer of proposed 12-story beachfront residential condominium, notwithstanding a referendum initiative that resulted in an amendment to the city charter limiting the height of all new construction to three stories
- Obtained required permit approvals from local government allowing developer to use transferable development rights to increase density and height of office building project
- Assisted owner of regional mall in securing amendments to local government's comprehensive plan and land development regulations to facilitate redevelopment of property into a mixed-use regional activity center
- Represented group of agricultural property owners in a \$172 million Bert J. Harris, Jr. Private Property Rights Protection Act claim arising from county's change in interpretation of open-space requirements in comprehensive plan and land development regulations
- Negotiated and drafted public-private agreement for the construction of dual radio transmission/emergency management communications tower on special district property
- Represented clients completing environmental remediation projects in connection with ongoing industrial operations and redevelopment projects



- Assisted national banking institution in securing amendments to the Palm Beach County Land Development Code to allow stand-alone banking centers as a matter of right in most commercial zoning districts
- Represented clients in due diligence associated with acquisition of land for industrial, commercial and residential development

Before Fox Rothschild

Prior to joining Fox, John was a member of a regional Florida firm's Land Use, Environment, and Government Affairs Department.

Beyond Fox Rothschild

John is a frequent speaker on governmental and land use topics.

Honors & Awards

- Martindale Hubbell, AV Preeminent
- *The American Lawyer & Corporate Counsel*, Top Lawyer in Land Use and Zoning, 2013

Practice Areas

- Environmental
- Construction
- Infrastructure & Development
- Real Estate
- Zoning & Land Use
- Government Relations

Bar Admissions

- Florida

Education

- Stetson University College of Law

Memberships

- The Florida Bar
 - Board Certified in City, County and Local Government Law
 - City, County and Local Government Law Section, Member
 - Environmental and Land Use Law Section, Member
- Florida Municipal Attorneys Association, Member
- Greater Miami Chamber of Commerce, Member
- Cuban American Bar Association, Member



Proof of Florida Bar Membership

John Raymond Herin Jr.



THE FLORIDA BAR

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:	907928				
Mail Address:	Fox Rothschild LLP 2 S Biscayne Blvd Ste 2750 Miami, FL 33131-1833 Office: 305-442-6540 Fax: 305-442-6541				
Email:	jherin@foxrothschild.com				
Personal Bar URL:	https://www.floridabar.org/mybarprofile/907928				
vCard:					
County:	Miami-Dade				
Circuit:	11				
Admitted:	11/01/1991				
10-Year Discipline History:	None				
Law School:	Stetson University College of Law, 1991				
Board Certifications:	<table> <tr> <th>Area</th><th>Year</th></tr> <tr> <td>City, County and Local Government Law</td><td>2015</td></tr> </table>	Area	Year	City, County and Local Government Law	2015
Area	Year				
City, County and Local Government Law	2015				
Sections:	City, County & Local Govt Law Environmental & Land Use Law				
Firm:	Fox Rothschild LLP				
Firm Size:	>100				
Firm Position:	Partner/Shareholder				
Firm Website:	http://www.foxrothschild.com				





Donald P. Dufresne

Partner

West Palm Beach, FL

Tel: 561.804.4425

Fax: 561.835.9602

Miami, FL

Tel: 786.501.7361

ddufresne@foxrothschild.com

Donald is a skilled real estate attorney with three decades of experience in advising clients on a broad range of real property matters, including acquisition, development, sale, construction, leasing and financing.

He also counsels clients on environmental due diligence and represents clients before municipal, county, state and federal governmental bodies and agencies. He has extensive experience in land use, zoning, code enforcement and other regulatory matters, including agricultural tax classifications.

Donald's practice is broad and includes work on agricultural, commercial, condominium, assisted living, equestrian and residential properties. He also advises institutional lenders and commercial borrowers in real property and asset-based lending.

In addition, Donald counsels clients in contract negotiations, asset purchase and sale transactions as well as general business matters. His background allows him to provide input regarding strategic, substantive and procedural matters in litigation. He has a particular focus in equine law and matters involving the equestrian industry and is also a Certified Circuit Court Mediator.

Beyond Fox Rothschild

Donald is active in many community, civic and charitable organizations. He serves on the board of the Palm Beach County Tourist Development Council and previously served as a member of the Palm Beach County Planning and Zoning Commission as well as the Palm Beach County Consumer Affairs Hearing Board. He is the former chairman of the Village of Wellington Equestrian Preserve Committee and past president of the Palm Beach County Sports Commission.



Honors & Awards

- Rated AV® Preeminent™ by Martindale-Hubbell
- Named one of the "Top Rated Lawyers in Real Estate" by American Lawyer Media and Martindale-Hubbell (2013)
- Named one of South Florida's Top Rated Lawyers (2012)

Practice Areas

- Real Estate
- Affordable Housing
- Zoning & Land Use
- Property Tax

Bar Admissions

- Florida
- District of Columbia

Education

- University of Miami School of Law (J.D., 1986)
- Florida Atlantic University (B.B.A., 1983)

Memberships

- Equine Preserve Committee, Village of Wellington (Former Chair)
- Palm Beach County Sports Commission (Past President)
- Palm Beach County Consumer Affairs Hearing Board
- Leadership Palm Beach County
- Forum Club

Board of Directors

- Palm Beach County Tourist Development Council
- South Florida Fair
- Palm Beach County Planning and Zoning Commission (Former Board Member)



Proof of Florida Bar Membership

Donald Patrick Dufresne



THE FLORIDA BAR

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:	600120
Mail Address:	Fox Rothschild LLP Phillips Point 777 S Flagler Dr Ste 1700 West Palm Beach, FL 33401-6159 Office: 561-835-9600 Cell: 561-835-9600 Fax: 561-835-9602
Email:	ddufresne@foxrothschild.com
Personal Bar URL:	https://www.floridabar.org/mybarprofile/600120
vCard:	
County:	Palm Beach
Circuit:	15
Admitted:	10/16/1986
10-Year Discipline History:	None
Law School:	University of Miami School of Law, 1986
Sections:	Alternative Dispute Resolution Real Property, Probate & Trust
Practice Areas:	Agricultural Business Contracts Corporate Dispute Resolution Entertainment, Arts and Sports Mediation Real Estate
State Courts:	District Of Columbia Florida
Firm:	Fox Rothschild LLP
Firm Size:	>100
Firm Position:	Partner/Shareholder
Firm Website:	http://www.foxrothschild.com



Joseph A. DeMaria

Partner

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jdemaria@foxrothschild.com

Joseph is Florida Bar Board Certified as a Business Litigation Specialist, a designation reserved for attorneys who undergo rigorous vetting, including a written examination and peer review, to augment their deep experience in business litigation. Joe has handled major litigation cases representing government entities and public school systems and other clients from wide-ranging sectors, including banking and services, large-scale corporate construction, and international business, among others. He has also defended individuals under investigation and subject to criminal and regulatory charges by the Department of Justice and federal and state regulators. Currently he serves as lead trial counsel for the City of Hollywood in several complex litigation matters.

A proven success, in three distinct areas of the law — business litigation, construction litigation and white-collar criminal defense. Joseph offers a rare skill set: Strength in three diverse legal areas, coupled with trial victories in major litigation cases representing clients from wide-ranging sectors, including banking and services, large-scale corporate construction, international business, government entities and public school systems, among others. He has also defended individuals under investigation and subject to criminal and regulatory charges by the Department of Justice and federal and state regulators. Read more about Joseph's **litigation successes**.

During his more than three-decade legal career, Joseph has been a key player in many of South Florida's most high-profile — and highly publicized — business litigation and financial criminal cases, beginning with his years as a member of the Miami Organized Crime Strike Force with the U.S. Department of Justice, and continuing through his present representation of businesses and individuals. He thrives under the pressure inherent in these cases — a trait that benefits his clients.

Honors & Awards

- Named to "The Best Lawyers in America" list for Commercial Litigation, Criminal Defense: White-Collar, Legal Malpractice Law - Defendants and Litigation - Construction in Florida by *Best Lawyers* (2009-2021)
- Selected, Florida Trend's Florida Legal Elite (2017-present)



- Named a "Florida Super Lawyer" for Business Litigation by *Super Lawyers* (2006-present)
- Named a "Top Lawyer" by *South Florida Legal Guide* (2015-present)
- Rated AV Preeminent™ in Judicial Edition of Martindale-Hubbell® (2018-present)

Practice Areas

- Litigation
- Directors' & Officers' Liability & Corporate Governance
- White-Collar Criminal Defense & Regulatory Compliance
- Construction
- Intellectual Property
- Law Firms & Attorneys
- Securities Industry
- Franchising & Distribution

Bar Admissions

- Florida
- New York

Court Admissions

- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. Court of Appeals, Second Circuit
- U.S. District Court, Southern District of New York
- U.S. District Court, Eastern District of New York
- U.S. District Court, Western District of New York

Education

- State University of New York at Buffalo Law School (J.D., *cum laude*, 1982)
- St. Bonaventure University (B.A., *magna cum laude*, 1979)

Memberships

- American Bar Association
- Litigation Section, Leadership
- Member, Roundtables Committee, 2020
- Litigation Counsel of America, Fellow
- The Florida Bar
- Business Litigation Certification Committee, 2006-2012; Chair, 2009-2011
- Federal Practice Committee, 2012-2018
- Legal Malpractice Certification Subcommittee, 2013-2017



Proof of Florida Bar Membership

Joseph A DeMaria



THE FLORIDA BAR

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 764711

Mail Address: Fox Rothschild LLP
2 S Biscayne Blvd Ste 2750
Miami, FL 33131-1833
Office: **305-442-6547**
Cell: **305-322-2263** - No Text Messages
Fax: 305-442-6541



Email: jdemaria@foxrothschild.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/764711>

vCard:

County: Miami-Dade

Circuit: 11

Admitted: 09/22/1988

10-Year Discipline History: None

Law School: University at Buffalo Law School, The State University of New York, 1982

Board Certifications:	Area	Year
	Business Litigation	1998

Sections: Business Law
Trial Lawyers

Firm: Fox Rothschild LLP

Firm Size: >100

Firm Position: Partner/Shareholder

Firm Website: <http://www.foxrothschild.com>



Diane J. Geller

Partner

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Fax: 212.692.0940

dgeller@foxrothschild.com

Diane provides strategic general counsel services to a wide array of local government agencies and private and public companies. She frequently represents management on matters related to harassment and discrimination claims. Diane also handles inquiries from the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, Office of Federal Contract Compliance Programs, Justice Department and Department of Homeland Security and has represented clients before the EEOC, the NLRB, the Human Rights Commissions and various local arbitration associations. She currently serves as General Counsel to the Boca Raton Housing Authority and handles all employment and labor matters for the Broward County Housing Authority and the Town of Fort Myers Beach.

A former general counsel for a major public company in the staffing and funding industry, Diane is a seasoned practitioner who helps clients stay compliant with the ever-changing federal and state regulations governing the workplace, as well as the daily challenges facing business owners.

Diane serves as a trusted business adviser to a range of privately owned and public companies, assisting in contract drafting and negotiations, employment matters, and general corporate matters. She also negotiates and structures documentation for purchase or sale of businesses assets and their entities.

Before Fox Rothschild

Diane previously served as general counsel for a multimillion-dollar publicly traded company in the staffing and funding industry. She also was formerly in-house counsel, providing management of the legal needs and risk management for businesses in the propane gas, medical, dental and insurance service industries.

Beyond Fox Rothschild

Diane is a nationally recognized author and speaker on employment law topics – including the complex role of social media in the workplace – at staffing industry and contingent workforce events throughout the United States.



Honors & Awards

- Named among Staffing Industry Analysts' 2018 list of "Global Power 150 – Women in Staffing" (2018)
- Named one of "America's Most Honored Professionals" by American Registry (2016)
- Named among ALM's "Women Leaders in the Law" (2015, 2018)
- Named among the "Top Rated Lawyers in Labor and Employment" by ALM (2015)
- Martindale-Hubbell "AV Preeminent" rated

Practice Areas

- Labor & Employment
- Staffing Law
- Corporate
- Franchising & Distribution
- Employee Privacy & Background Checks
- Employment Counseling, Policy Development & Audits
- Employment Training
- Sexual Harassment Prevention Training
- Unfair Competition & Trade Secrets
- Wage & Hour Law
- Animal Law

Bar Admissions

- Florida
- New York
- Virginia

Education

- Hofstra University School of Law (J.D.)
- Long Island University, C.W. Post Center (B.A., *summa cum laude*)

Memberships

- American Staffing Association
- TechServe Alliance
- Florida Staffing Association
- American Bar Association

Board of Directors

- Florida Staffing Association



Proof of Florida Bar Membership

Diane Joyce Geller



THE FLORIDA BAR

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 108987

Mail Address: Fox Rothschild LLP
Suite 1700 West Tower
777 S Flagler Dr
West Palm Beach, FL 33401-6161
Office: **561-804-4469**
Cell: **561-804-4469** - No Text Messages

Email: dgeller@foxrothschild.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/108987>

vCard:

County: Palm Beach

Circuit: 15

Admitted: 05/05/1997

10-Year Discipline History: None

Law School: Hofstra University School of Law

Sections: Labor and Employment Law

Firm: Fox Rothschild LLP

Firm Size: >100

Firm Position: Partner/Shareholder



Exceptions/Comments

■ **Drug-Free Workplace Form**

The firm complies with the listed requirements with the following exceptions:

- The firm's policy does not specifically state anything related to the "unlawful manufacture" of controlled substances.
- Section 4: The firm does not currently require that someone participate in a drug abuse assistance/rehabilitation program if they were convicted in Florida, but could look to adhere to this if this comes about.

■ **Insurance Requirements**

- The Firm's General Liability and Workers Compensation & Employers Liability policies include a thirty (30) day notice of cancellation, not sixty (60) days, to scheduled certificate holders however, the insurance carrier will not provide notice of cancellation due to non-payment of premium, nor will the carrier provide notice of policy changes or expiration. The Firm's Auto Liability policy does not include a notice provision applicable to third parties.
- As the Firm does not own any vehicles, coverage is provided for Hired & Non-Owned autos only.

■ **General Terms & Conditions**

- Section 2.b.: In the event that the Firm is selected to perform legal services for the City, it requests the opportunity to discuss modification of this section in accordance with the standards and guidelines of its insurance carriers.
- Section 4: We agree to advise subcontractors about their obligations under this section and to obtain their agreement to comply, but we cannot take affirmative action to ensure that they comply as we have no control over the acts of our subcontractors.
- Section 8: In the event that the Firm is selected to perform legal services for the City, it requests the opportunity to discuss modification of this section in accordance with the standards and guidelines of its insurance carriers.

■ **Sample Contract**

- The agreement states "design services" throughout—this would need to be updated to "legal services" (including Section 2.1 where it states "engineering architectural services").
- Section 2.1.3: The Firm can agree to comply with laws and regulations applicable to the Firm and employees, but not our agents and sub-contracting firms.
- Section 4: We would like to add that the parties can also agree to terminate if the services allegedly do not satisfy the standard of care.
- Section 5: In the event that the Firm is selected to perform legal services for the City, it requests the opportunity to discuss modification of this section in accordance with the standards and guidelines of its insurance carriers.
- Section 6: The Firm can agree to advise subcontractors about their obligations under this section and to obtain their agreement to comply, but we cannot take affirmative action to ensure that they comply as we have no control over the acts of our subcontractors.
- Section 12: We would like to add that the Firm also has a right to terminate as permissible under the applicable Rule of Professional Conduct.
- Section 20: We would like to add that the Firm will retain ownership of all lawyer work product such as drafts, notes, internal memoranda, and lawyer administration materials.

2021 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT
FEE IS \$25.00! REPORT DUE BY MAY 1, 2021

FILED

2021 MAR - 2 AM 8:36

W. J. MOORE CORPORATION
601 N. ASSELE, FLORIDA

LLP# 2100000815-4
03/03/21-01032-000 \$25.00

SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

REGISTRATION # LLP050002625

1. Name and Mailing Address

FOX ROTHSCHILD LLP

2000 MARKET STREET 20TH FLOOR
PHILADELPHIA, PA 19103-3222

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2

LLP #

CR2E(29 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt#, etc

City State Zip Code

3. Principal Place of Business Address

2000 MARKET STREET 20TH FLOOR
PHILADELPHIA, PA 19103-3222

4. New Principal Office Address, if Applicable:

Suite, Apt#, etc

City State Zip Code

5. Federal Employee Identification Number:

23-1404723

Applied For

Not Applicable

6. Certificate of Status Desired:

☐ \$8.75 Additional Fee Required

7. Name and Address of Registered Agent

SACCO, ROBERT J
PHILLIPS POINT W TOWER
SUITE 1700, 777 S FLAGLER DR
WEST PALM BEACH, FL 33400-1

8. New Name and/or Address of Registered Agent:

Name

Street Address (PO Box Number is Not Acceptable)

FL

City Zip Code

9. New Registered Agent's Signature, If Changed

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE

Date

10. General Partner's Signature (REQUIRED)

The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE: _____

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER

Mark L. Morris, Firmwide Managing Partner

Date

3/2/2021

Daytime Phone #

E-mail Address: tfall@foxrothschild.com

(To be used for future annual report notifications)

T MOORE
MAR 08 2021

21-09L - Legal Services

Opening Date: March 11, 2021 6:00 PM

Closing Date: March 29, 2021 3:00 PM

Vendor Details

Company Name: Fox Rothschild LLP
Address: One Biscayne Tower, 2 South Biscayne Blvd.
Suite 2750
Miami, Florida 33131
Contact: Joshua Gilmour
Email: jgilmour@foxrothschild.com
Phone: 215-299-2000
HST#:

Submission Details

Created On: Thursday March 18, 2021 15:52:48
Submitted On: Monday March 29, 2021 14:48:08
Submitted By: Joshua Gilmour
Email: jgilmour@foxrothschild.com
Transaction #: 9d4e221f-f3bc-484d-9a94-edd3039b0cd3
Submitter's IP Address: 98.225.234.158

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Rate

Please provide the hourly rate which your firm will use as the base rate for services provided under any Agreement entered into as a result of this Request for Letters of Interest. Respondent may add up to 6 additional supplemental rates, however, Line Item 1 will be the primary rate used in the evaluation of responses.

Line Item	Hourly Rate *
1	265

Bid Questions

Is your firm a Local Broward County Certified Business Enterprise (CBE) Vendor? If so upload proof under Document Upload 6

No

Is your firm a Local Tamarac Vendor? If so upload proof under Document Upload 7

No

Specifications

Scrutinized Companies

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes	*
<input type="radio"/> No	

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *	
<input type="radio"/> Yes <input checked="" type="radio"/> No	*

PROPOSER'S QUALIFICATION STATEMENT - 1

Line Item	The Correct Name of The Proposer Is:	The Address of the Principal Place of Business Is: *	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities/services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other government entity? *
1	Fox Rothschild LLP	One Biscayne Tower 2 South Biscayne Blvd., Suite 2750 Miami, FL 33131	Fox Rothschild O'Brien & Frankel LLP	No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	None of the Above	<input checked="" type="radio"/> Yes <input type="radio"/> No

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 2

Line Item	Date of Incorporation: *	State of Incorporation	President's Name *	Vice President's Name:	Secretary's Name:	Treasurer's name	Name and address of Resident Agent:	If Offeror is an individual or a partnership - c) State whether general or limited partnership:	If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.	How many years has your organization been in business under its present business name
1	1/1/1907	Pennsylvania	Mark Morris (Firmwide Managing Partner)	N/A	N/A	N/A	N/A	Limited Liability Partnership	N/A	18

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 3

Line Item	Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration. See Document Upload 5) *	Have you personally inspected the site of the proposed work? (If Applicable to this Proposal)	Do you have a complete set of documents, including drawings and addenda? *	Did you attend the Pre-Proposal Conference if any such conference was held?	Have you ever failed to complete any work awarded to you? If so, state when, where and why: *	List the pertinent experience of the key individuals of your organization *	State the name of the individual who will have personal supervision of the work: *	State the name and address of attorney, if any, for the business of the Offeror: *	State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:	State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:
1	LLP050002625 (Sunbiz Registration Number)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Although we are not aware of any	John Herin, the lead attorney on	John R. Herin	John R. Herin One Biscayne Tower	N/A	N/A

				<p>instances where the firm has intentionally failed to complete work or provide services for which it has contracted, there have been, from time-to-time, instances wherein clients have prematurely terminated services so that work may not have been completed. There have also been instances wherein dissatisfied clients have asserted claims regarding the provision of legal services, including breach of contract. Those claims that have proceeded to trial have resulted in defense verdicts. With few exceptions in the past ten (10) years, those matters that have settled were settled for amounts well within our self-insured retention ("SIR") amount. Any requests for additional information should be directed to our firm's General Counsel, Thomas D. Paradise at (215) 299-2774.</p>	<p>this representation, brings thirty years of experience representing Florida local government agencies, and is Florida Bar Board Certified in City, County, and Local Government Law. This distinction is bestowed on less than 7% of lawyers in Florida and recognizes Mr. Herin's special knowledge, skills, and proficiency in city, county, and local government law, as well as his professionalism and ethics in his day-to-day practice of law. As a Board Certified Specialist, Mr. Herin is fully versed in all aspects of the myriad day-to-day issues the City faces including, but not limited to, code enforcement, contract negotiations, comprehensive plan and land use matters, environmental regulations, government litigation, parliamentary procedures, procurement, public records and the sunshine law, public finance, and tort liability. Mr. Herin currently serves as the Town Attorney for the Town of Fort Myers Beach and General Counsel for the Broward County Housing Authority, and has served in a similar capacity to close to two dozen cities, counties, towns and villages throughout the state of Florida.</p> <p>For additional details on our team's relevant experience, please see the attached Narrative Response portion of our proposal.</p>	<p>2 South Biscayne Blvd., Suite 2750 Miami, FL 33131</p>			
--	--	--	--	--	---	---	--	--	--

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 4

Line Item	State the name of Surety Company which will be providing the bond, and name and address of agent: *	Bank References: (Include the Name, Address, Phone Number, Contract Name and Email	State the name of the firm preparing the financial statement and date thereof:	Is this financial statement for the identical organization named on page one? *	If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
1	N/A	Brad Straley, Client Service Officer Wells Fargo 3563 Phillips Highway, Building D, 1st Floor Jacksonville, FL 32207 904-634-6338 brad.straley@wellsfargo.com	As a private, limited liability partnership, Fox does not publish or release financial statements. The firm has a long record of success, and, in recent years, we have experienced sustained growth. Our revenue rose more than 9 percent in the 2019-2020 fiscal year (ended March 31, 2019) from approximately \$507.5 million in 2018-2019 to approximately \$555 million in 2019-2020. That follows a nearly 13 percent increase in 2018-2019 from \$450 million in 2017-2018. Fox has the financial wherewithal to represent the City.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
PARTNERSHIP	Fox Rothschild LLP	One Biscayne Tower 2 South Biscayne Blvd., Suite 2750	3054426544	Miami	FL	33131	LLP050002625 (SunBiz Registration Number)	23-1404723	jherin@foxrothsc hild.com

VENDOR OWNERSHIP

Line Item	Does your firm employ more than 50 persons (including full-time and part-time employees) *	Is your firm a construction firm? *	If you are a construction firm, is the average annual gross revenue for your firm for the past three (3) years greater than \$9 million?	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the primary owner's veteran status (at least 51% ownership): *	If your firm has been certified as a Small Business (SBE), a Women Owned Business (WBE), a Minority Owned Business (MBE) or a Veteran Owned Business (VBE), please indicate the agency or agencies that have granted the certification to your firm. (If you choose "other" please indicate the name or names of the certifying agency(ies)). *
1	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Not Applicable / Prefer Not to Say	Not Applicable / Prefer Not to Say	Non-Veteran

Local, Veteran and CBE Information

Line Item	Is the primary address of your firm located with the City limits of Tamarac *	Which of following best describes the primary owner's veteran status? *	Is your firm a Broward County Certified Business Enterprise (CBE) Certified by Broward County? (*NOTE Proof of Certification must be included in Document Upload Section) *
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	<input type="radio"/> Yes <input checked="" type="radio"/> No

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")
1	Not Applicable	Other (not listed above)	None	Other	NONE (Note: the Firm does not have a primary owner of at least 51% ownership).

E-VERIFY

E-VERIFY

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By acknowledging below, the Vendor confirms these terms shall be an integral part of its bid and the Contract.

I Hereby Acknowledge the E-VERIFY Information Below and Will Abide by Everything Outlined in this Section *				
<input checked="" type="radio"/> Yes				
<input type="radio"/> No				

By execution of this Agreement, Contractor certifies that the Contractor will comply with all requirements outlined above for E-VERIFY

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	City of Hollywood	2600 Hollywood Blvd, Room 419, Hollywood, FL 33022	Doug Gonzales, City Attorney	(954) 921-3201	dgonzales@hollywoodfl.org
2	City of Sarasota	1 S. School Ave., Suite 700, Sarasota, FL 34237	Robert Fournier, City Attorney	(941) 906-1199	robert.fournier@sarasotagov.com
3	Town of Ft. Myers Beach	2525 Estero Blvd., Ft. Myers Beach, FL 33931	Roger Hemstadt, Town Manager	(239) 765-0202 x 1100	roger@fmbgov.com
4	City of Doral	Government Center 8401 NW 53rd Terrace Doral, FL 33126	Albert Childress, City Manager	(305) 593-6697	Albert.Childress@cityofdoral.com
5	Village of Biscayne Park	600 NE 114th Street Biscayne Park, FL 33161	MacDonald Kennedy, Commissioner	(305) 213-5139	mkennedy@biscayneparkfl.gov

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [NON-COLLUSIVE AFFIDAVIT & ACKNOWLEDGEMENT](#) - Non-Collusive Affidavit.pdf - Monday March 29, 2021 14:39:33
- [Certified Resolution](#) - CERTIFIED RESOLUTION.pdf - Monday March 29, 2021 14:39:47
- [W9](#) - Fox Rothschild W-9 Form.PDF - Monday March 29, 2021 09:32:49
- [Certificate of Insurance \(COI\)](#) - Fox Rothschild - Evidence of Insurance.pdf - Monday March 29, 2021 09:34:35
- [Narrative Response](#) - Fox Rothschild - Narrative Response.pdf - Monday March 29, 2021 14:40:03
- Proof that Proposer is a Broward Co. Certified Bus. Entity (CBE) (optional)
- Proof the Respondent is a Local Tamarac Vendor (optional)

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal or Requests for Qualifications. As such the words "quotation", "bid", "proposal", "submittal", "response" or "solicitation" may be used interchangeably in reference to all offers submitted by prospective Responding firms. Any and all special conditions which may be provided in this RFQ, and Statement of Work or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Statement of Work, then the General Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Quoting firm to comply with the conditions, terms, specifications and requirements of the proposal shall be just cause for cancellation of the bid award. The City may, by written notice to the Responding firm, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

3. ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this RFQ without the prior written consent of the City. Any award issued pursuant to this RFQ and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

4. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

6. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the Responding firm of supplying such product(s) as specified.

7. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, responding firm agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Responding firm shall obtain at Responding firm's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and save the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - \$1M/\$2M
- Automobile – \$1M/\$1M
- Workers Comp – Statutory
- Professional Liability - \$1M

The City reserves the right to require higher limits depending upon the scope of work under this Agreement that may be outlined below.

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Responding firm's liability insurance policies shall be endorsed to add the City of Tamarac as "additional insured". The Responding Firm's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Responding firm shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Responding firm purchase a bond to cover the full amount of the deductible or self-insured retention. If the Responding firm is to provide professional services under this Agreement, the Responding firm must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. A sample Insurance certificate validating that the responding firm has the required insurance coverage that will meet the requirements outlined herein must be uploaded with Responding firm's bid.

8. INDEMNIFICATION

The Responding firm shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Responding firm or its Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

11. SCRUTINIZED COMPANIES

By execution of this RFQ, respondent certifies that respondent is not participating in a boycott of Israel. Respondent further certifies that Respondent is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has respondent been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

12. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- Keep and maintain public records required by the City to perform the service;
- Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 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 term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

13. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

14. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

15. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - John Herin, Partner, Fox Rothschild LLP

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
21-09L -- Legal Services Addendum #1 Mon March 22 2021 04:00 PM	<input checked="" type="checkbox"/>	2

Rate

<u>Line</u>	
<u>Item</u>	<u>Hourly Rate</u>
1	265
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