



Town of _____

Micanopy
Florida

Town of Micanopy

RFP 2023-01

Code Enforcement Special Magistrate Request for Proposal

Proposal Issue Date:	January 24, 2024
Pre-Proposal Conference Date	N/A
Proposal Due Date/Time:	February 7, 2024, 3:00 pm
Proposal Opening Date/Time:	February 7, 2024, 3:00 pm
Issued By:	Town of Micanopy 706 NE Cholokka Blvd Micanopy, FL 32667

Sealed proposals must physically be delivered to the above location before the stated time. Late proposals will not be considered. Proposals shall be submitted on the forms provided and must be manually signed. Proposals shall be sealed in an envelope with the RFP number, opening date and time clearly indicated.

It is the intent and purpose of the Town of Micanopy that this Invitation for Proposal promote a competitive procurement process. It shall be the vendor's responsibility to advise the Town if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Proposal to a single source. Such notification must be submitted by email and must be received by (name) no later than ten (10) days prior to the opening date.

The attached invitation shall become part of any purchase order and/or contract resulting from this Invitation for Proposal.

AWARD PROCESS

Award Process Schedule – The following tentative schedule is to be considered when submitting a proposal:

**Tentative Project Schedule
(subject to change)**

Request for Proposals Issued	January 24, 2024
Pre-Proposal Meeting	N/A
Questions/Clarifications Deadline	February 6, 2024, 6:00pm
Proposal Return Deadline	February 7, 2024, 3:00pm
Proposal Opening	February 7, 2024, 3:00pm
Town Commission Approval	February 13, 2024, 7:00pm
Notice to Proceed	March 12, 2024
Substantial Completion	N/A
Final Completion	N/A

The Town of Micanopy reserves the right to alter scheduled dates.

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1.0 Description of Work

The Town of Micanopy requests for Proposals from interested and qualified Florida Bar members to provide Code Enforcement Special Magistrate Services.

2.0 Background

It is the intent of the Town of Micanopy to promote, protect and improve the health, safety and welfare of its citizens by appointing a Code Enforcement Special Magistrate with the authority to hear cases and to provide an expeditious and effective method of enforcing the Town Code of Ordinances. Special Magistrate services are required on an as needed basis throughout the term of an agreement with the Town.

3.0 Term of Contract

The term of the Contract shall begin on the date the Agreement is approved by the Town Commission and fully executed, continue 24 months, and will automatically renew unless **terminated** by either party, with or without cause, upon a thirty-day written notice to the other, for a total term not to exceed 48 months.

4.0 Contract Offered

The contract offered in this Request for Proposal is attached as Exhibit A.

5.0 Scope of Services

Services will include, but not be limited to the following:

- 5.1 Those functions delegated to a Codes Enforcement Board by the Town of Micanopy Code of Ordinances. The Town of Micanopy anticipates amending its Code of Ordinances to allow for the appointment of a Special Magistrate in lieu of a Codes Enforcement Board where such Special Magistrate will act as hearing officer for codes enforcement violations and, among other things, holding hearings and assessing fines against violators of Town Code. The Town of Micanopy's Code of Ordinances may be accessed online in its entirety at [Code of Ordinances 2016.pdf \(micanopytown.com\)](#)
- 5.2 Attending and presiding over Code Hearings when matters and cases are scheduled.
- 5.3 Overseeing and confirming the adequate public notice of hearing is given.
- 5.4 Overseeing and assuring the adequate notice is given to all alleged violators.
- 5.5 Overseeing and assuring that minutes of each hearing are kept.
- 5.6 Overseeing and assuring that a record of each hearing is made and kept.

- 5.7 Notifying the Building Official and/or County Fire Marshall when a violation or the condition causing the violation presents a serious threat to the health, safety or welfare or that the violation is irreparable or irreversible in nature.
- 5.8 Issuing an order at the close of evidence and thereafter issuing a written order that shall include findings of fact based on evidence of record, conclusions of law and ordering the proper relief.
- 5.9 Issuing orders acknowledging compliance with previous orders.
- 5.10 Issuing orders imposing fines.

6.0 Qualification/Experience Requirements

- 6.1 The Special Magistrate shall be for a least five years prior to date of appointment and throughout the term of the Agreement to serve as the Town of Micanopy Code Enforcement Special Magistrate, a member of the Florida Bar in good standing who possesses experience and working knowledge of code enforcement, zoning, land use and building code regulations.
- 6.2 Good writing and presentation skills.
- 6.3 Experience with municipalities of size similar to the Town of Micanopy.
- 6.4 Able and required to maintain and ensure the maintenance of records in accordance with local, State and Federal Public Records Requirements.

7.0 Proposal Due Date and Time

Sealed proposals must be received by the Town of Micanopy, Town Hall, Front Desk, no later than 3:00 pm on December 7, 2023. Proposals received after this date and time will not be considered. The Town will open all responses at a public meeting.

8.0 Delivery of Proposals

Proposals shall be submitted in a sealed package, clearly marked on the outside of package with the **RFP Number and Title**, addressed to Sara Owen, Town Administrator, Town of Micanopy, PO Box 39, Archer, Florida 32618. It is the sole responsibility of the proposer to ensure that proposals are received at Town Hall by the due date and time. Proposals received after the due date and/or time specified will not be considered.

9.0 Preparation Of Forms

Proposals are accepted only on the forms provided by the Town. Proposers are advised to submit all signatures, information and figures in black ink or typewritten only. Figures written in pencil, or any erasures are not acceptable. However, mistakes crossed out and corrections inserted adjacent thereto initialed in ink by the person signing the proposal are acceptable. If

there are discrepancies between the unit prices quoted and extensions, the unit price will prevail.

All expenses for submitting proposals are to be borne by the proposer.

10.0 Content of Proposal

- 10.1 Letter addressed to the Town of Micanopy setting forth the argument for the selection of the proposer as Town Code Enforcement Special Magistrate. The letter will be reviewed for content and writing style. The signature of the proposer must be attached, and such signature is deemed a representation that the proposer is the author of the submittal;
- 10.2 A resume (C.V.) must be included;
- 10.3 Public Crimes Entity Statement;
- 10.4 Non-Collusion Statement;
- 10.5 A list of references;
- 10.6 Other information deemed relevant.

11.0 Insurance

The attorney/firm shall carry and provide evidence of a professional liability insurance policy of not less than \$500,000 per occurrence and \$1,000,000 per aggregate coverage. The firm shall also carry and provide evidence of a general liability policy of not less than \$1,000,000. If allowed by the insurer, the firm shall name the Town as an additional insured under the insurance policy.

12.0 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any Town employee, including the Town Commission and Mayor, or any contractor of the Town involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Town employees, but also to any contractor of the Town. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements identify a Town contact person. The Town hereby designates Sara Owen, Town Administrator, as the Town's contact person. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

13.0 Evaluation Criteria

Education, experience, and oral interview.

14.0 Proposal Evaluation and Selection Process

Proposals will be evaluated internally, selected oral interviews conducted and the candidate

recommended by the Town Administrator asked to offer a signed contract proposal in the form attached as Exhibit A.

15.0 Disclaimer

This Request for Proposals (RFP) is not an offer of purchase. It is a request for product or service information and costs to assist the Town to make an acquisition decision and enter into a contract with the successful Proposer for the commodities/services outlined in the Scope of Work and the Proposal documents. Neither the Procurement Division, nor any other department/division or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order or contract is provided to the successful proposer.

16.0 Reserved Rights

The Town reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the Town.

The Town, in its sole discretion, may expand the scope of work to include additional requirements. The Town reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the Town deems necessary in order to make a determination.

The Town reserves the right to approve or reject staff assigned to the Town 's contract.

17.0 Conflict Of Interest

The proposer, by signing his proposal, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

18.0 Collusion

The proposer, by affixing his signature to the proposal form, declares that the proposal is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a proposal on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The proposer, by affixing his signature to the proposal form, declares that no Town Commissioner, other Town officer, or Town employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the proposing entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

19.0 Taxes

The Town is exempt from any taxes imposed by the State and/or Federal Government. Exemption Certificate will be provided upon request.

20.0 Protest

A notice of protest must be submitted within three business days after posting of the recommendation of award. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the Finance Department.

21.0 Indemnity

Successful Contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any person/persons as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

22.0 Additional Information

The Town of Micanopy Town Administrator reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes.

23.0 Addendum

It will be the sole responsibility of the Proposer to contact the Town Administrator prior to submitting a proposal to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

24.0 Public Crimes Statement

In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods/services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

25.0 Cancellation

The Town shall have the right to unilaterally cancel, terminate or suspend the Services contract, in whole or in part, by providing the firm thirty (30) days written notice by certified mail.

26.0 Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the Town shall notify the successful proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the Town .

27.0 Non-Discrimination Clause

The Town of Micanopy does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, genetics, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. The contractor, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, genetics, disability, and gender identity in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

28.0 Questions and Clarifications

Requests for additional information or questions concerning this proposal invitation are to be directed to the Town of Micanopy Town Administrator through email at SOwen@MicanopyTown.com. Questions and/or clarification should be submitted using the Town 's email system. Questions will not be accepted after the date and time indicated in this document. Any interpretation made to prospective companies will be expressed in the form of an addendum to the specifications, which, if issued, will be conveyed in writing to all prospective companies.

29.0 Disqualification Of Proposers

Proposers may be disqualified, and rejection of proposals may be recommended to the Town for any of (but not limited to) the following causes:

- a. Failure to use the proposal form(s) furnished by the Town.
- b. Failure to provide signature by an authorized representative on the proposal form(s).
- c. Failure to properly complete the proposal, provide a proposal bond, provide requested data or information.
- d. Evidence of collusion among Proposers

- e. Unauthorized alteration of proposal form. The Town reserves the right to waive any minor informality or irregularity.
- f. Unauthorized contact with Town Officials and staff.

30.0 Relationship with Town

It is the intent of both parties that the Special Magistrate be legally considered an independent contractor and shall not be deemed as acting as an officer, employee, or agent of the Town of Micanopy, nor shall he accrue any of the rights or benefits of a Town employee. The parties expressly acknowledge it is not their intent to create any rights or obligations in any third person or entity.

**EXHIBIT A TO RFP
AGREEMENT BETWEEN
TOWN OF MICANOPY
AND**

For Code Enforcement Special Magistrate Services

This is an agreement between the Town of Micanopy, a municipality in Alachua County Florida, hereinafter referred to as "Town," and _____, hereinafter referred to as "Special Magistrate."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Special Magistrate agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 Town of Micanopy. A municipality in Alachua County Florida.
- 1.2 Town Commission. Elected governing body of the Town of Micanopy.
- 1.3 Special Magistrate. A quasi-judicial official subject to the same duties, rights, and immunities as other judicial officers, required to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted.
- 1.4 _____ is the person and/or firm selected to perform the services pursuant to this Agreement and is a member of the Florida Bar in good standing for no less than five (5) years prior to the effective date of this Agreement and must so remain for the Agreement term.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the parties here, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- 2.1 On December 13, 2022, the Town enacted Ordinance No. 2022-05 which revised the Town of Micanopy Code of Ordinances and provided for a Special Magistrate.

2.2 The Town issued Request for Proposals RFP 2023-01 on November 22, 2023, (“RFP”). The RFP and any and all associated addenda and the Special Magistrate’s response to the RFP are incorporated into this Agreement and made a part hereto. These documents are attached hereto as **EXHIBIT XX**.

2.3 The Town Commission selected _____ to fill the position of Special Magistrate at its regular meeting on _____ conditioned upon _____ agreeing to and executing this Agreement.

ARTICLE 3

SCOPE OF SERVICE

3.1 The Special Magistrate hereby agrees:

- A. To perform the functions indicated by specifically set forth in Article 3, Section 3.5.2 of the Town of Micanopy Land Development Regulations including, among other things, holding hearings and assessing fines against violators of Town codes and ordinances, generally, as provided below:
 - 1. To issue subpoenas to alleged violators and witnesses to appear at hearings and using the subpoena power to procure evidence for the hearings;
 - 2. To take testimony under oath or affirmation;
 - 3. To issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance; and
 - 4. To adopt rules for conduct at the hearing in accordance with all Town ordinances, resolutions, procedures, and applicable law relating to the conduct of quasi-judicial hearings and thereafter conduct the hearings in conformance with those rules.
- B. To attend and preside over Code Enforcement hearings when matters and cases are assigned;
- C. To oversee and confirm that adequate public notice of hearing is given;
- D. To oversee and assure that adequate notice is given to all alleged violators;
- E. To oversee and assure that minutes of each hearing are kept;
- F. To oversee and assure that a record of each hearing is made and kept;

- G To notify the Town when a violation or the condition causing the violation presents a serious threat to health, safety and welfare or that the violation is irreparable or irreversible in nature;
 - H. To hear all cases scheduled for a regular or a special hearing date or continue them to a date certain;
 - I. To issue an order at the close of evidence and thereafter issue a written order that shall include findings of fact based on evidence of record and conclusions of law and ordering the proper relief;
 - J. To issue orders acknowledging compliance with previous orders; and
 - K. To issue orders imposing fines.
- 3.2 The Town hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as to all matters referenced in this Section 3.
- 3.3 The Special Magistrate warrants that they are an attorney who is professionally qualified to act as a codes enforcement attorney, is licensed to practice law, and is a five-year member in good standing with the Florida Bar. The Special Magistrate shall notify the Town immediately if any change in their standing with the Florida Bar.
- 3.4 In the performance of the Special Magistrates duties, the Special Magistrate shall adhere to the requirements of Chapter 162 of the Florida Statutes.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1 The Town shall pay a Special Magistrate fee of _____per hour with a ____-hour minimum per hearing. There is no minimum amount for time utilized outside of a hearing. No travel time or expense shall be charged by the Special Magistrate.
- 4.2 The Town agrees that it will make its best efforts to pay Special Magistrate within thirty (30) calendar days of receipt and approval (as to form) of Special Magistrate's invoice.
- 4.3 Invoices submitted by Special Magistrate shall include: the date of each hearing, the total number of hours worked (rounded to the nearest tenth of an hour), and a brief summary of the work performed, and cases heard.

- 4.4 No work/services outside/beyond the hearings herein described will be paid except as that previously approved and authorized by and on the "Change Order" form attached as Exhibit B.
- 4.5 Each invoice will be reviewed and submitted to the Finance and Administration department for processing at TownHall@MicanopyTown.com. In the event there is a questions or dispute as to an invoice, the Director of Finance and Administration will contact the Special Magistrate.
- 4.5 Payment will be made to Special Magistrate at:
- Name
- Address

ARTICLE 5

CHANGES IN AGREEMENT

- 5.1 The Town or Special Magistrate may request changes such as an increase, decrease or otherwise modifying the scope of the services under this Agreement. Such changes or method of compensation must be agreed upon in writing prior to any deviation from the terms of this Agreement. Such changes shall, at the discretion of the Town, be accomplished by Change Order, Exhibit A or Amendment to this Agreement.

ARTICLE 6

MISCELLANEOUS

- 6.1 Term and Termination. The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue for a period of two (2) years and will automatically renew for successive two (2) year periods unless terminated as provided. This Agreement may be terminated by either party, with or without cause, and without penalty, with a thirty (30) day written notice of such termination to the other, in which event the Special Magistrate shall be paid compensation for services performed up to the date of termination.
- 6.2 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or OTHERWISE ENCUMBERED, UNDER ANY CIRCUMSTANCES, by Special Magistrate, without the proper written consent of the Town. However, the Agreement shall run to the Town 's government and its successors.
- 6.3 Relationship. The parties to this Agreement intend and declare that the relationship created by this Agreement is that of independent contractor to the Town. Further, no agent, employee or servant of the Special Magistrate shall be or shall be deemed to be the employee, agent or servant of the Town and as such shall not be entitled to any benefits available or granted to

employees of the Town. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture, or employment relationship between the parties.

6.4 All Prior Agreements Suspended. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings concerning the subject matter of this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon prior representations or agreements, whether written or oral.

6.5 Notices. Whenever either party desires to give notice unto the other, it must be in writing, sent by registered United States Mail, with return receipt requested or by email, to the party for whom it is intended, at the address last specified for receiving notice. For the present, the parties designate the following addresses for receiving notice:

Town of Micanopy
Sara Owen, Town of Micanopy
706 NE Chokolka Blvd
PO Box 137
Micanopy, Florida 32667
SOwen@MicanopyTown.com

Special Magistrate
Name
Address
Email

6.6 Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of Florida. Alachua County, Florida shall be the proper venue for filing any lawsuits with respect to any dispute arising out of this Agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions, or provisions contained herein.

6.7 Non-Exclusive Agreement. This Agreement is not an exclusive agreement and the Town reserves the right to procure services from other vendors as necessary in the sole discretion of the Town.

- 6.8 Conflict. In the event the Special Magistrate determines a conflict of interest may arise or has arisen in reference to any matter the Special Magistrate is handling for the Town, the Special Magistrate shall promptly notify the Town Administrator or Town Attorney thereof. In the event that the conflict cannot be resolved, the Town Attorney shall recommend the Town Commission retain another Special Magistrate to perform the code enforcement service for the Town in such action.
- 6.9 Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Town's potential liability under state or federal law, on behalf of the Town.
- 6.10 Indemnification. The Special Magistrate agrees to indemnify, defend and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Special Magistrate and other persons employed or utilized by the Special Magistrate in the performance of the Agreement. The Special Magistrate agrees that indemnification of the Town shall extend to any and all work performed by the Special Magistrate, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Special Magistrate's insurance coverage. This indemnification provision shall survive the termination of this Agreement.
- 6.11 Insurance. The Special Magistrate shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Special Magistrate, their agents, representatives, employees, or subcontractors. Coverage must be afforded, including coverage for all vehicles, for bodily injury and property damage of not less than \$100,000 combined single limit each accident. Professional (E&O) Liability must be afforded for not less than \$500,000 each claim, \$500,000 policy aggregate. The Special Magistrate shall provide a Certificate of Insurance to the Town within thirty (30) day notice of cancellation.
- 6.12 Scrutinized Companies. Special Magistrate certifies that it and any of its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Special Magistrate or its subcontractors are found to have submitted a false certification; or if the Magistrate, or its

subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

6.13 Public Records. Pursuant to Florida Statute Section 119.0701 the parties agree to the following:

(a) During the term of this Agreement, the SPECIAL MAGISTRATE shall comply with the Florida Public Records Law, to the extent such law is applicable to the SPECIAL MAGISTRATE. If Section 119.0701, Florida Statutes is applicable, the SPECIAL MAGISTRATE shall do the following:

(1) Keep and maintain public records required by the Town to perform this service;

(2) Upon request from the Town, provide the Town 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 allowed by law;

(3) Keep from disclosure those public records that are exempt or confidential 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 SPECIAL MAGISTRATE does not transfer the records to the Town;

(4) Upon completion of the contract, SPECIAL MAGISTRATE will transfer, at no cost, all public records to the Town, or keep and maintain public records required by the Town to perform the service. If the SPECIAL MAGISTRATE transfers to the Town all public records upon completion of the contract, the SPECIAL MAGISTRATE shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the SPECIAL MAGISTRATE keeps and maintains public records upon completion of the contract, the SPECIAL MAGISTRATE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

(b) The SPECIAL MAGISTRATE shall keep and make available to the Town for inspection and copying, upon written request by the Town, all records in the SPECIAL MAGISTRATE's possession relating to this Agreement. Any document submitted to the Town may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps,

books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the SPECIAL MAGISTRATE's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

- (c)** During the term of this Contract, the SPECIAL MAGISTRATE may claim that some or all of the SPECIAL MAGISTRATE's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the SPECIAL MAGISTRATE in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The SPECIAL MAGISTRATE shall clearly identify and mark Confidential Information as "Confidential Information" and the Town shall use its best efforts to maintain the confidentiality of the information properly identified by the SPECIAL MAGISTRATE as "Confidential Information."
- (d)** The Town shall promptly notify the SPECIAL MAGISTRATE in writing of any request received by the Town for disclosure of the SPECIAL MAGISTRATE's Confidential Information and the SPECIAL MAGISTRATE may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The SPECIAL MAGISTRATE shall protect, defend, indemnify, and hold the Town, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The SPECIAL MAGISTRATE shall investigate, handle, respond to, and defend, using counsel chosen by the Town, at the SPECIAL MAGISTRATE's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The SPECIAL MAGISTRATE shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract, the provisions of this section shall continue to survive. The SPECIAL MAGISTRATE releases the Town from all claims and damages related to any disclosure of documents by the Town .
- (e)** If the SPECIAL MAGISTRATE refuses to perform its duties under this section within 14 calendar days of notification by the Town that a demand has been made to disclose the SPECIAL MAGISTRATE's Confidential Information, then the SPECIAL MAGISTRATE waives its claim that

any information is Confidential Information and releases the Town from claims or damages related to the subsequent disclosure by the Town.

- (f) A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the SPECIAL MAGISTRATE of the request, and the SPECIAL MAGISTRATE must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- (g) If the SPECIAL MAGISTRATE fails to comply with the Public Records Law, the SPECIAL MAGISTRATE shall be deemed to have breached a material provision of this Contract and the Town shall enforce this Contract and the SPECIAL MAGISTRATE may be subject to penalties pursuant to Chapter 119.
- (h) **IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 466-3121, OR SOwen@MicanopyTown.com, 706 NE Cholakka Blvd, FLORIDA 32667.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN OF MICANOPY, by its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2023 and _____ Esquire.

SPECIAL MAGISTRATE

TOWN OF MICANOPY

Name

Jiana Williams, Mayor

Witness

ATTEST:

Sara Owen, Town Administrator

Approved as to form:

Kiersten Ballou, Town Attorney

EXHIBIT B

**CHANGE ORDER
SPECIAL MAGISTRATE SERVICES AGREEMENT**

PURCHASE ORDER NO.: _____

(For billing purposes only, to be inserted by Town)

REFERENCE: _____

TOWN : TOWN OF MICANOPY, a municipality in Alachua County, Florida _____

TOWN CONTACT: _____

SPECIAL MAGISTRATE: _____

SPECIAL MAGISTRATE'S ADDRESS: _____

Street Address

Town /Sate/Zip

Execution of this Change Order by TOWN shall serve as authorization for the SPECIAL MAGISTRATE to provide professional services as set out in the Changed Scope of Services attached as Exhibit "B" hereto and an addendum to the Agreement DATED _____ between the TOWN and the SPECIAL MAGISTRATE and further delineated in the terms, and conditions and requirements stated in the following listed documents which are attached hereto and made part hereof.

ATTACHMENTS (Check all that apply):

- DETAILED SERVICES AND TASKS
- COMPENSATION
- OTHER

The SPECIAL MAGISTRATE shall provide said services pursuant to this Change Order, its attachments (including the above-referenced Agreement), which are incorporated herein.

EFFECTIVE DATE: The change authorized by this Change Order shall be effective when signed by the Town Administrator.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a:
 - "Lump Sum Basis"
 - "Hourly Rate Basis" with a "Not-to-Exceed" amount
 - "Hourly Rate Basis" with a "Limitation of Funds" amount

- (b) If the compensation is based on a "Lump Sum Basis," then the SPECIAL MAGISTRATE shall perform all work required by this Change Order for the sum of _____ DOLLARS (\$ _____). In no event shall the SPECIAL MAGISTRATE be paid more than the "Lump Sum Fee" Amount.
- (c) If the compensation is based on an "Hourly Rate Basis" with a "Not-to-Exceed" Amount, then the SPECIAL MAGISTRATE SHALL PERFORM ALL WORK REQUIRED BY THIS Change Compensation shall be based on the actual work required by this Change Order.
- (d) If the compensation is based on an "Hourly Rate Basis" with a "Limitation of Funds" Amount then the SPECIAL MAGISTRATE is not authorized to exceed the "Limitation of Funds" amount of _____ DOLLARS (\$ _____) without prior written approval of the TOWN. Such approval, if given by the TOWN, shall indicate a new "Limitation of Funds" Amount. The SPECIAL MAGISTRATE shall advise the TOWN whenever the expense under this Change Order equals or exceeds eighty percent (80%) of the "Limitation of Funds" Amount.

The Town shall make payment strict accordance with the payment terms of the above referenced Agreement and this Change Order.

It is expressly understood by the SPECIAL MAGISTRATE that this Change Order, until executed by the TOWN , does not authorize the performance of any services and that the TOWN , prior to its execution of the Change Order, reserves the right to authorize a party other than the SPECIAL MAGISTRATE TO PERFORM THE SERVICES CALLED FOR UNDER THIS Change Order if it is determined that to do so is in the best interest of the TOWN .

IN **WITNESS WHEREOF**, the parties hereto have made and executed this Change Order on this _____ day of _____, 20____, for the purposes stated herein.

NAME OF SPECIAL MAGISTRATE

Witness

By: _____

Title: _____

TOWN OF MICANOPY

Witness

By: _____
Sara Owen, Town Administrator