



**Request for Qualifications (RFQ)
RFP16-019 - Professional Consultant Services
City Attorney Legal Services
City of Madeira Beach, Florida**

The City of Madeira Beach, Florida, in compliance with the Consultants' Competitive Negotiation Act (CCNA), Florida Statute 287.055, is requesting proposals for professional consultant services for the purposes of supplying City Attorney Legal Services. **Proposals will be accepted until 2:00 p.m. on September 25, 2017 (Late or incomplete submittals will not be accepted.)**

Scope of Work

The Scope of Work is for legal services as City Attorney including but not limited to the areas of legislative government issues, land use and zoning, personnel, law enforcement, code enforcement, and contract law as well as monitoring the activities of any other contracted legal counsel representing the City.

The professional services required may include any or all of the following:

I. General Legal Representation Overview

Perform all general legal representation for the City as required, excluding litigation. Such general legal representation includes, but is not limited to:

- a. Legislative work associated with the City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of City risk analyses.
- b. Preparation of oral or written opinions on legal matters as required by the City Council and/or City Manager.
- c. Negotiation and preparation of agreements, leases, contracts, or similar documents.
- d. Review and comment on contract form(s) between the City and independent contractors.

e. When requested by the City Council or by the City Manager, performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.

f. Participation in meetings and/or telephone conferences with the City Manager and/or City Staff as designated by the City Manager; and the provision of legal counsel, as required.

g. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; operations governed by law; liability situations; grant guidelines; pension law; and other matters as necessary requiring legal advice.

h. Interpretation of the City's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.

i. Maintenance of legal files and provision to the City Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the City. On a monthly basis, the service provider will provide a brief written report on the status of all litigation that the firm is directly handling or is overseeing on behalf of the City.

j. Keeping the City Council and Manager informed of legislation or judicial opinions that have potential to impact the City.

k. As requested by the City, overseeing, in a cost-effective manner, litigation in which the City is represented by the City's insurer.

l. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the City.

II. Specific Services Requested: The selected attorney shall perform the following specific duties as City Attorney:

a. Devote a minimum of four (4) hours per week to staffing an office at City Hall.

b. Attend all regular City Council meetings, and attend all Special Meetings and Work Sessions thereof when requested by the City Council or City Manager.

c. Attend meetings of any City Board when so requested by the City Manager or City Council in order to counsel the Board members thereof on any legal matter, which confronts the Board.

d. Provide legal counseling and guidance including rendering of legal opinions to the City Council in reference to all matters that pertain to the official duties of the Council.

e. Provide legal counseling, guidance and opinions to the City Manager and the Department Heads in reference to the operations of the City; provided, however

that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the City Manager.

- f. Prepare and/or review charter revisions, ordinances, resolutions, referendum questions, contracts, surety/performance/payment bonds, insurance policies, deeds, bills of sale, liens, waivers, subordinations, and other legal instruments, documents and papers that are pertaining to City matters upon request by City Council, Mayor, or City Manager.
- g. The attorney or firm shall retain an association with, or actually as an employee at his offices, a minimum of one attorney whom shall be referred to as "Deputy City Attorney." Each Deputy City Attorney shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Attorney is unavailable or unable to attend same.
- h. Notwithstanding the contents of Section (f), the Attorney shall continue to be the City's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.
- i. The Attorney shall also represent the City in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the City is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the City Council. The Attorney may also represent the City Council in bond proceedings. The Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the City Manager or the City Council.

III. Litigation and Legal Defense

- a. Providing legal representation and defense to challenges to the City's ordinances and regulations;
- b. Defending the City in lawsuits which are not defended by legal services provided by the City's insurer or when the City's exposure exceeds the insurance coverage. For this purpose, the City shall be understood to include the members of the City Council, individually and/or collectively, the City Manager, and all members of the City staff for any legal actions emanating from their official duties with City business;
- c. Filing and pursuing such litigation as may be authorized by the City Council.
- d. The firm shall not settle any claim without the prior written authorization of the City Manager, in response to explicit direction from the City Council.

IV. Requirements

- a. The attorney or firm shall be governed by the Code of Ethics of the Florida Bar. The attorney or firm shall notify the City Council of any conflict of interest in representing the City and shall endeavor to avoid situations that may result in a perception of a conflict of interest. In any City legal matter in which the City Council determines that a conflict of interest, real or perceived, exists on the part of the attorney or firm, or if, in the determination of the City Council, the attorney or firm or any of its members has an adversarial relationship with any party involved in a legal matter of the City, the City Council shall have the right to engage an attorney-at-law not associated with the attorney or firm to represent the City on that matter. This will be done with written notification by the City to the attorney or firm.
- b. The attorney or firm agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and costs of action, including attorney's fees for trial and an appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the attorney or firm, its agents, servants, employees, or others, or because of or due to the mere existence of the Agreement between the parties. The attorney or firm shall purchase and maintain at the attorney or firm's expense Lawyer's Professional Liability coverage insuring the Legal Provider against liability arising out of acts or omissions in the furnishing of professional legal services pursuant to this agreement for the minimum limits of liability of \$1,000,000.
- c. With the exception of requests for legal services issued by the City Council acting as a body, the City Manager shall act as a "gatekeeper" for the City in requesting the services or assistance of the attorney or firm, coordinating the flow of work to the attorney or firm, and establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the City staff may require the efforts of the attorney or firm on the behalf of the City unless expressly authorized by the City Manager. Notwithstanding the foregoing, any member of the City Council may request legal services and opinions of the attorney or firm regarding City matters upon approval of Council.

Qualifications

The successful attorney, firm or team will require experience in the areas of representing a municipality or a county as City Attorney or General Counsel in the areas of legislative government issues, land use and zoning, personnel, law enforcement, code enforcement, and contract law as well as monitoring the activities of any other contracted legal counsel. Firms must also have performed similar work for other communities.

Proposal format

The submittal shall not exceed 20 (double-sided) pages and will include, but not limited to, the following:

- Name, address and telephone number of lead firm and statement of how its organization

is equipped to handle the scope of services delineated.

- Statement of interest pertaining to this specific project and a brief narrative of firm's history;
- Qualifications of firm principals and key members directly involved in providing the legal services to the City and all relevant Florida legal experience. Please be specific (may include resume).
- Fee proposal on either a per hour or per month basis;
- Listing of support personnel including address, qualifications and experience;
- Description of firm's approach to providing legal services to the City in a cost effective manner.
- List of client references from similar work with contact name(s) telephone number(s), extent of legal representation, and years of involvement.
- List of any conflict of interest or potential conflicts of interest as a result of representing the City.
- List of any Bar Actions, Bar Complaints, malpractice actions or judgments, or claims against any attorneys in the firm, this shall settlements in which no liability was admitted.

Evaluation Criteria and Selection Process

Proposals will be evaluated by a selection committee headed by the acting City Manager. Firms will be notified in writing as to whether they have been selected for interview within one week after the submittal date. Notices for the interview will contain specific directions regarding the interview format.

Submittal Information

Please submit three complete copies of the proposal to:

***City of Madeira Beach
City Clerk
300 Municipal Drive
Madeira Beach, FL 33708***

Mark outside of envelope: **RFP 16-019: Professional Consultant Services, Legal Services**

Direct questions may be submitted to City Manager, **Derryl O'Neal**, at **(727) 391-9951 EXT 228** or via electronic mail to **doneal@madeirabeachfl.gov**.