



City of Crestview

Office of the City Clerk

P. O. Box 1209, Crestview, Florida 32536

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REQUEST FOR STATEMENT OF QUALIFICATIONS FOR CITY ATTORNEY(S) SERVICES

Previous or Current Attorney(s) relationships with the City of Crestview do not disqualify from or give guarantee of appointment as the City Attorney(s) with the City of Crestview.

I. INTRODUCTION

For information about the City of Crestview, visit www.cityofcrestview.org.

The City of Crestview, Florida, is a municipality with an approximate population of 25,000, located in north Okaloosa County, herein after referred to as the City, is soliciting the interest of qualified professional law firms or individuals to provide a full range of municipal legal services serving as the City Attorney(s) on a part-time contractual basis. The City has approximately 240 Full time employees in 5 departments. The City has a City Manager form of Government with 5 council members, 2 appointed CRA Board members, non-voting, elected Mayor, and an elected City Clerk.

II. SCOPE OF WORK

1. The selected attorney or attorneys provide legal advice, counsel, services, training, consultation, and opinions to the Mayor, City Council, City Clerk, City Manager, City Boards and Commissions, and all levels of the City Government, on a wide variety of Civil assignments, including, but not limited to land use planning, laws against discrimination, construction of public works, purchasing and procurement, leasing, purchase and sale of property, employment legal matters, public disclosure issues, tort law and redevelopment agency statutes. The City Attorney's advice includes methods to avoid civil litigation. The City Attorney(s) are hired by the governing body (council).

2. The City Attorney(s) shall represent the Council and any established Boards or Committees, provide appropriate legal advice and/or written opinions as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council and Boards. The City Attorney(s) shall attend City Council workshops, City Council Meetings, Community Redevelopment Meetings, or other meetings as directed by the City Council/Community Redevelopment (CRA) Board when items under consideration warrant legal input.
3. Draft and/or review ordinances, charter amendments, resolutions, agreements, contracts, and correspondence; provide legal consultation on some City insurance matters; and provide legal advice or written opinions to City staff on matters related to their official duties. The Florida League of Cities Municipal Insurance Trust (FMIT) currently provides Workers Compensation, Automobile Liability and General Liability insurance. As such, legal representation is provided by FMIT selected Attorneys for those cases covered under this Policy.
4. The City Attorney(s) will defend the City on all civil complaints, suits or controversies in which the City is a part. Specifically, the City Attorney(s) are responsible for defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. The City Attorney(s) may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a give matter, the City Attorney(s) shall consult and cooperate as necessary with the legal counsel designated by the City's insurance company to ensure that the matter is dealt with in an expedient and professional manner.
5. Provides the City Manager, Mayor, City Council, and City Clerk with guidance as to Robert's Rules of Order, Sunshine, Public Records and related procedural matters relating to Council meetings.
6. Prepares Legal opinions at the request of the City Manager, City Council, City Clerk, and/or Mayor.
7. Provides the City Council, Mayor, and City Clerk and City administration a legal perspective and advice on various governmental issues.
8. Performs other legal services as requested by the City Manager, City Council, City Clerk, or Mayor.

III. SPECIFICATIONS

1. The appointed City Attorney(s) or their representative attends all City Council Business meetings. These are scheduled for the Second and Fourth Monday of each month, commencing at 6:00 pm, and can last up to 4 hours or beyond. They shall also attend other workshops, special meetings, CRA and Attorney-client meetings as necessary.
2. The City Attorney(s) should be easily accessible by phone, cell phone, fax or email.
3. Timeliness of response and accessibility to the City Attorney(s) is an important aspect of the service. Accessibility and responsiveness for the proposed designated City Attorney(s) is of greatest importance, although these elements will also be considered in relation to assistant Attorney(s) as well.
4. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone.

IV. MINIMUM EXPERIENCE/QUALIFICATIONS

1. The Attorney(s) shall be licensed in the State of Florida.
2. Experience in the type of services described above are preferred.

V. HOW TO RESPOND

Interested applicants may respond in any or all of three (3) ways:

- 1. Individual interest in one of three specialized areas:**
 - a. City Council and all related general governmental legal services
(Including various boards and committees)**
 - b. Community Redevelopment Agency Legal Services**
 - c. Labor Law**
- 2. Firms that have attorneys that can provide experience in any or all three of the above listed areas (please provide each attorney experience)**
- 3. An individual attorney who can provide services for all three of the areas listed above.**

Please provide a written response, responding to each inquiry in the order below.

1. Firm Experience

- a. Provide a narrative description of the firm including number of years in business under its current name.
- b. Describe the general experience of the firm.
- c. Identify experience with municipal issues including land use, zoning, community development, grants, environmental law, contract law, interlocal agreements, public works, personnel, community redevelopment, bonds and finance, and other municipal specialties (pertaining to those areas of interest as listed above).

2. Proposed Attorney(s) Team

- a. Specify the organization structure applicable to this contract, including who the lead City Attorney(s) will be and the relationship of any assisting attorneys to that lead City Attorney(s).
- b. If specialty attorneys or additional resources are available through your firm to meet special or unusual needs, please briefly identify such individuals and specialties as well.

3. Accessibility and Responsiveness

- a. Identify the accessibility of the proposed designated City Attorney(s) and the response time that the individual offers to the City. Specifically identify the lead-time required for attending scheduled or ad-hoc meetings. Identify how quickly the City Attorney(s) and/or an assistant attorney(s) can arrive in person to attend an unscheduled, urgent meeting.
- b. A preferred consideration will be given to respondents with a business location within the city limits.

4. Proposed Fee Structure

a. Propose a compensation package, inclusive of all service costs. The City is open to a variety of approaches, including hourly rates or a flat monthly rate with add-ons. *The preferred rate proposal would be set retainer for City Council and/or CRA meetings and workshops, and City Officials contact, with add-ons for other services.* The City will select the finalist by considering the proposed compensation as a “best and final offer,” although the City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

5. References

a. Provide 3 references for the City Attorney(s). The City prefers references that include municipal government experience.

b. Inclusion of the reference in your proposal is also agreement that the City may contact the named reference. The City may contact any companies or individuals, whether offered as references or otherwise, to obtain information that will assist the City in evaluating the Proposer, The City retains the right to use such information to make selection decisions. Submittal of a proposal is agreement that the City may contact and utilize such information.

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VI. EVALUATION AND SELECTION PROCESS

The City reserves the right to award the contract to that proposal that best meets the needs and interest of the City. The following steps are anticipated:

Steps:

1. Receipt and review of minimum qualifications
2. Staff will contact references and conduct information checks
3. Interviews will be scheduled with selected candidates

VII. CONTRACT NEGOTIATIONS

The City of Crestview reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review in detail, all aspects of the requirements and the proposal.

VIII. CONTRACT TERM

The City will have the option to cancel the contract with the Attorney(s) with Sixty (60) days notification without penalty. Counsel will have the option to cancel the contract with ninety (90) days notification without penalty. Counsel will support any transition period in the event of a change in the contract terms. Such service periods may overlap, the parties will fully cooperate in such a transitional period.

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IX. TERMS AND CONDITIONS

Not all proposers may be interviewed. The proposers shall be responsible for the accuracy of the information supplied.

The City reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. Nothing contained herein shall require the City of Crestview to award a contract and the City of Crestview reserves the right to determine its own selection criteria in the award of the final agreement. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall at a minimum reflect the specifications in the RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ, and which is not approved by the City Council. The City shall not be responsible for any incurred by the firm in preparing, submitting, or presenting its response to the RFQ.

X. SCHEDULE OF REQUEST FOR QUALIFICATION PROCESS

The City will make every effort to follow this timetable; however, we reserve the right to modify the process and dates as necessary:

Distribution of RFQ	Beginning Tuesday, July 23, 2019
<i>Deadline for Submittal of Qualifications</i>	<i>2:00 PM Thursday, August 26, 2019</i>
<i>Possible</i> Finalist Interviews	TBD
<i>Possible</i> Firm Selection	TBD

SUBMISSION DEADLINE:

Copies of the response materials should be mailed, or hand delivered in a Sealed envelope to the Office of the City Clerk, 198 Wilson Street North, Crestview, FL 32536. Please mark the Envelope with RFQ City Attorney. Response materials should be submitted no later than 2 p.m., Monday, August 26, 2019. No Faxed or Emailed applications will be accepted. Questions only may be directed to Elizabeth Roy, City Clerk at the contact information listed above.