

CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
Special Meeting
May 29, 2012
6:30 P.M.

6:30 PM BUSINESS MEETING

Pledge of Allegiance

Roll Call

Electronic Attendance

Recess to closed session pursuant to the Illinois Open Meetings Act for the purpose of the discussion of the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)).

Reconvene

- 1. Motion – Approve CDR 2012-1329: Authorizing the issuance of a Request for Proposals for City Legal Services. (Gover)**

Adjourn

**City of Mattoon
Council Decision Request**

MEETING DATE 5/29/2012 CDR NO: 2012-1329

SUBJECT: RFP for City Legal Services

SUBMITTAL DATE: 5/29/2012

SUBMITTED BY: Sue McLaughlin, City Administrator

EXHIBITS (If applicable): RFP

EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE:	BUDGETED:	REQUIRED:

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

“I move to approve the issuance of a Request For Proposals for City Legal Services.”

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

City Attorney Preston Owen will be resigning as of June 15, 2012. The City is in need of legal services. This Request For Proposals should generate a list of candidates from which the Council will pick a city attorney to replace Mr. Owen.

REQUEST FOR PROPOSALS
FOR
CITY OF MATTOON, ILLINOIS

May 2012

Prepared By:

City of Mattoon
208 N 19th St
Mattoon, IL 61938
(217) 235-5511

CITY OF MATTOON

CITY ATTORNEY SERVICES

SPECIFICATIONS

I. INTENT

The City of Mattoon seeks qualified law firms to serve as contracted City Attorney and provide other legal services encompassing the traditional scope of work including legal counsel, opinions, consultation and coordination with special counsel.

Preference will be given to those submittals generated locally and demonstrating experience municipal law. The successful applicant(s) shall possess sufficient resources to ensure that the demands for the City's legal needs will be met on a timely basis. This relationship will be on a consulting or contractual basis, as opposed to a staff position.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with City staff or members of the City Council regarding these proposals. Failure to comply with this request may result in disqualification of the proposal.

The City Attorney will provide general legal counsel to the City Council, the City Administrator, and other elected officials and appointed officers of the City; provide written opinions, draft ordinances and ordinance amendments and provide legal assistance to all City departments in their conduct of City business. Attendance at a variety of meetings may be required, including Council meetings, as specified.

The City of Mattoon seeks a fixed fee arrangement, payable in equal monthly installments, for identified legal services. The City also wishes to identify a fee schedule or other identified services.

II. TERM OF AGREEMENT

This contract is for a period starting June 15, 2012, and running through May 1, 2013. The City shall have the right to extend this contract for an additional four-year term. Renewal of the appointment/contract will require reauthorization by the City Council. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract work will be rebid.

III. LETTER OF INTENT TO RESPOND

Any firm wishing to respond to this request for proposal should submit a non-binding Letter of Intent to City of Mattoon prior to submitting any proposals. This letter should be signed by an individual with the authority to submit said letter. It should indicate a desire by the firm to respond to this request for proposal. It should also include contact information for the where any addendums or follow-up information can be directed.

The City of Mattoon wishes to retain accurate records and provide all interested parties relevant information. Letters of Intent do not bind a firm to submit a formal proposal.

Letters of Intent can be mailed or transmitted to:

City of Mattoon
Attn: Mayor Tim Gover
208 N 19th St
Mattoon, IL 61938
Fax: (217) 258-6435
E-Mail: govert@mattoonillinois.org

IV. SCOPE OF WORK

Under the proposed agreement, the City Attorney will provide the following services on a fixed fee arrangement:

1. Provide legal advice, counsel, services, and consultation to the City Administrator, City Council, elected officials, appointed department heads, boards and commissions, and all levels of City government on a wide variety of civil assignments, including but not limited to: general municipal law, general state and federal laws relating to City government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing, subdivision and land use law, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, municipal leases, purchasing and procurement, trial activity, and tort law. City Attorney's advice includes methods to avoid civil litigation;
2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the Council, elected officials, or the City Administrator. Availability to answer staff questions by telephone;
3. Appears before courts and administrative agencies to represent the City's interests;
4. Works cooperatively with any special legal counsel retained by the City for special projects. Coordinates with other special counsel, as needed, to assure proper management of legal issues, including city ordinance violations, and proper coordination and transition of legal information among special counsel;

5. Provide guidance and legal advice on the Open Meetings Act, the Freedom of Information Act, Robert's Rules of Order, and Council rules and procedures;
6. Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others;
7. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
8. Prepares and reviews ordinances and resolutions for legal correctness and acceptability;
9. Prepares and reviews contracts, leases, and other documents for legal correctness and acceptability. Negotiates said contracts, leases, and other documents upon request;
10. Reviews and redrafts various City policies, when amended, for legal correctness and acceptability. This would include, by way of example, Personnel Manual, Family Medical Leave, IT Policy, etc.;
11. Attendance at all City Council meetings (twice per month), City court and Nuisance court sessions, Planning Commission meetings as needed and any other City Council work session, department head meetings, committee meetings or other community meetings as directed;
12. Performs other legal services and tasks, as requested.

The City Attorney will also be expected to provide legal services to address all aspects of litigation, bond work and specialized tax work, as needed. Such services will be paid per an agreed upon fee schedule.

V. GENERAL SPECIFICATIONS

The following provisions will also apply.

1. Timeliness of response and accessibility to City Attorney is an important aspect of this service. Accessibility and responsiveness for the Lead Attorney of the selected firm is of greatest importance, although these elements will also be considered in relation to other attorney(s) as well. 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, cell phone, or e-mail.
2. Corporate attorneys must be available by phone, cell phone, fax and e-mail.
3. Service response is also of high importance. When City of Mattoon requests legal services, City Attorney should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
4. The City does not offer space for offices in a City location.
5. Describe malpractice insurance coverage: carrier, limits, and exemptions.

6. The service provider shall provide detailed itemized statements on a monthly basis.

VI. CONTRACT ETHICS

1. No elected official or employee of the City who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any City employee, elected official, or City Commissioner, or for any City employee, elected official, or City Commissioner to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The firm shall not accept any client or project that places it in a conflict of interest with its representation of City of Mattoon. If such a conflict of interest is subsequently discovered, the City shall be promptly notified.

VII. PROPOSAL SUBMISSION

Proposals received after the deadline indicated in Section VIII will not be accepted. It is neither the City of Mattoon's responsibility nor practice to acknowledge receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The City will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

Interested firms shall submit a fixed fee price for identified legal services. The fixed fee price shall include all labor, material, and equipment necessary for the performance of this contract. Interested firms shall also submit a fee schedule for specialized legal services such as litigation, bond work and specialized tax work.

The City of Mattoon expects all submitting firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the proposal submittal.

The City of Mattoon reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents,

and further reserves the right to select the proposal which furthers the best interests of the City of Mattoon.

All interested firms should provide three (3) copies of a written proposal, responding to each inquiry in the order below. Please attach one set of business cards for your team with the original proposal.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

All proposals shall contain the following information:

1. **Firm Experience**

- Provide a brief background history of the firm, and number of attorneys employed. An organizational chart or description of office organization would be helpful.
- Provide a statement of the law firm's philosophy.
- Provide an overall experience summary of the law firms' knowledgeable in Public Sector Labor Law and issues related to local, City, state, and federal government operations.
- Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, FOIA, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, Building Code, personnel, 9-1-1, and any additional legal areas that will identify the focus of the firm.
- Describe your legal library and research capabilities, with specific emphasis on municipal law publications, computer links, and the firm's capability to maintain a proposed response time for legal reports and memorandums.
- The firm should have adequate office space, staff, equipment, and resource materials and library that are readily available. Indicate the location of the primary office and attorneys assigned to service this account. Provide the address, phone number(s), e-mail address, and FAX number(s) of the firm.

2. Proposed Attorney, Team

- Designate the primary contact, and identify those who would be working in more specialized areas. Describe the current principle responsibilities for the individual designated as lead attorney.
- Describe how the firm will structure a working relationship between the City Attorney, the Mayor, City Council, City Administrator and other key leaders of City committees/commissions and the general public.
- Include a current resume for each attorney who will be primarily assigned to the City of Mattoon. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating your proposal.
- Specify the organizational structure applicable to this contract, including the Lead Attorney and the relationship of any assisting attorney(s) to that Lead Attorney.
- If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals, specialties, and resources.
- Provide information regarding the number of paralegals by their specialties and the number and position titles of support personnel; specifically those who may be providing services to the City of Mattoon.

3. Accessibility and Responsiveness

- Provide an assessment of the availability of the attorney and other professional staff to be assigned to a contract to the City of Mattoon. This includes availability of back-up attorneys in case of illness, turnover, or other loss of personnel.
- Provide a statement of how the workload of the City of Mattoon will be accommodated and what kind of priority it would be given. Be sure to address items outlined in the scope of services section. The proposal should expand upon each item and set forth the firm's approach/ability to carry out each activity. Include a description of the proposed allocation of work between the attorney(s) and support personnel identified (i.e. who will be the lead attorney and what work will be handled by junior partners, associates, or paralegals).

4. Proposed Fee Structure

- All fees should be clearly stated in the proposal. Please provide billing information for a period of two years. Fees for any extensions will be negotiated.
- Propose a set, fixed fee that inclusive of all service costs for the identified Scope of Work and General Specifications. Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.). The City will pay the annual fixed fee in equal monthly installments.
- Special litigation services, including but not limited to, litigation, bond work and specialized tax work will be handled on an as required basis. Please quote the

dollar amount of hourly fees and costs your firm will charge for providing such legal services. List fee per hour for principal attorneys, other firm attorneys, and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference, etc.

- Provide a schedule of reimbursable costs, such as court filing fees, deposition costs, mileage, travel time, additional meetings beyond the 24 meetings per year identified in the Scope of Work, etc.
- 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

- Provide a reference list of three (3) recent (within five years) City government clients, if possible. If City government clients are not available, other major clients may be submitted. Particular attention will be given to City government client references. Please provide contact information including, address, phone number and e-mail address
- The City may contact any other known governmental clients, whether offered as references or otherwise, to obtain information that will assist the City in evaluating this Proposal.
- The City retains the right to use reference information to make selection decisions. Submittal of a proposal is agreement that the City may contact and utilize such information.

6. Contract

- Submitting firms are expected to submit a proposed contract for services with their proposal that will govern the relationship between the firm and the City. This contract will be viewed as an example of the work to be performed by the City Attorney, but will be executed award by City of Mattoon.

7. Conflict of Interest

- Indicate whether your firm currently represents, or has represented any client where representation may conflict with your ability to serve as City Attorney for the City of Mattoon.
- Indicate if your firm currently represents any real estate developers doing business with, or anticipating doing business with, the City of Mattoon.
- Indicate whether you currently represent any other local units of government having jurisdiction within the City of Mattoon.
- Indicate what procedures your firm would utilize to identify and resolve conflicts of interest.

VIII. SUBMISSION

Submissions should be contained in a sealed package or envelope. The exterior of the package or envelope should clearly be labeled CITY ATTORNEY PROPOSAL.

The entire proposal and other components requested in this document should be received by 4 p.m. Friday _____, 2012 by the City of Mattoon City Clerk. Proposals received after this deadline will be considered late and not opened or considered.

Documents can be delivered to:

City of Mattoon
Mayor Tim Gover
208 N 19th St
Mattoon, IL 61938
govert@mattoonillinois.org
Fax: (217) 258-6435

IX. CLARIFICATIONS

Should any responder find discrepancies in or omissions from this request for proposals or should any responder be in doubt as to the meaning of any requirement or instruction, questions should be directed to:

Sue McLaughlin, City Administrator
208 N 19th St
Mattoon, IL 61938
(217) 235-5511
mclaughlins@mattoonillinois.org

Clarifications of any questions received will be sent to all interested parties. The City of Mattoon shall not be responsible for any oral instructions. Interested parties must notify the City of Mattoon of any omissions or errors in this document prior to the submission deadline so a corrective addendum may be issued in a timely manner to all interested parties.

X. EVALUATION OF REQUESTS FOR PROPOSALS

The City reserves the right to accept or reject any and all submissions in the best interest of the City. In connection with the evaluation, the City may invite one or more applicants to make an oral presentation to the City Council at a time and location to be announced and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

The following information will be taken into consideration during the evaluation process:

1. Meets qualifications identified in the Request for Proposals
2. Included complete and clear responses to items in the Content of Response section

3. Familiarity with laws and regulations governing Illinois local governments and operating procedures relative to conduct of City business.
4. Demonstrated expertise in land use and zoning law as it relates to municipalities.
5. Adequate local facilities, available support staff and range of services offered.
6. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
7. The professional reputation for providing high-quality services, ability to work cooperatively with City Council, City Administrator, department directors and media and demonstrates sound judgment, integrity and reliability as determined by the references provided.
8. Cost of providing basic and hourly services as per the submitted hourly rate schedule.
9. Results of interview.
10. Location of the firm and knowledge of the Mattoon area.

XI. TERMINATION

Either party shall have the right to terminate this contract, without cause, with a sixty (60) calendar days' prior written notice to the other party.