

**NOTICE OF
REQUEST FOR PROPOSAL
RFP #22-01
TO PROVIDE
LEGAL SERVICES (CITY ATTORNEY)
FOR THE CITY OF BELLEAIR BEACH FLORIDA**

The City of Belleair Beach, Florida, (hereinafter referred to as the "City"), invites Legal Services Providers to submit a written proposal to provide the City with legal services (City Attorney) in connection with its regular governing and operating activities. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals ("RFP").

Proposals will be received by the City of Belleair Beach, Florida, by U.S. Postal Mail or hand delivery to the City Clerk's Office, City Hall, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786 until Tuesday, April 12, 2022, at 2:00 p.m. Sealed proposals must be submitted marked: ATTENTION: CITY CLERK - CITY OF BELLEAIR BEACH – RFP: LEGAL SERVICES (City Attorney). The City's purchasing policy shall govern whether a proposal will be accepted after the stated deadline.

The RFP #22-01 document may be obtained from the City of Belleair Beach City Hall, 444 Causeway Boulevard, Belleair Beach, FL 33786, phone (727) 595-4646 or from the City Clerk at pgentry@cityofbelleairbeach.com. Questions concerning the RFP #22-01 should be submitted in writing either by postal mail to Lynn Rives, City Manager, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786, or by email to lynn.rives@cityofbelleairbeach.com no later than, Monday, March 28, 2022.

**SECTION I
OVERVIEW**

The City of Belleair Beach, Florida, is requesting proposals from independent legal service providers licensed to practice law in the State of Florida to perform the legal services described herein.

The City Council seeks a City Attorney who is an exceptional communicator with proven local government experience and an exceptional understanding of the council-manager form of government. The ideal Candidate will professionally manage the duties and responsibilities of the office, and promptly provide accurate information to the City Council and City Staff.

The selected candidate/principal will be assertive yet respectful in providing concise and sound recommendations to City Council and City Manager, while also helping to accomplish the goals of the governing body in an innovative and creative way.

The chosen candidate will possess exceptional interpersonal skills, composure, a collaborative work philosophy, and a keen ability to work with a variety of diverse groups and issues.

The City Attorney should be skilled at building and maintaining positive working relationships with internal and external stakeholders and have the ability to be politically savvy while remaining politically neutral.

A strong ethical character is a desired characteristic for the City Attorney.

The City Attorney should have the skills and experience and/or the practice staff necessary to manage most municipal government legal matters, but also know when it is necessary to seek the assistance of outside counsel.

The chosen candidate/principal assigned to the City will hold a Juris Doctor from an accredited school of law and be licensed to practice law in the State of Florida. Florida local government experience is required.

Demonstrated experience and expertise in local government and agreements of all types and sizes is essential. A solid understanding of laws pertaining to open record requests and open meetings and an exceptional understanding of Robert's Rules of Order is important. A background in legislative issues is highly desired.

The City Attorney should have experience and knowledge of municipal law, contract law, constitutional law, labor law, land use, ADA experience and environmental law, property law, and tort law. The chosen candidate should have experience and familiarity with civil procedure and misdemeanor prosecution.

The City is currently addressing issues related to construction contracts, general services contracts, Code of Ordinance amendments, and future Charter Review. It will be important for the City Attorney to be well versed in these areas.

The "basic services" required in this Request for Proposals ("RFP") include:

1. As the chief legal advisor and attorney for the City of Belleair Beach, the City Attorney is appointed by, and reports directly to the City Council, while working closely with the City Manager.
2. Advise all offices, departments, Boards and Committees of the organization in legal matters. (Except those that are independent tribunals as set forth in the charter)
3. Draft and approve ordinances, resolutions, and contracts.
4. Manage public records requests.
5. Advise the City Council, the City Manager, and all the departments of the city concerning new or proposed state or federal legislation and to represent the City with others before all legislative bodies in matters affecting the City if requested.
6. Upon the City Attorney's own initiative or upon the direction of the City Council, appear in any and all litigation affecting the City and to represent the City in such manner as the City Attorney deems to be to the best interest of the City, and to institute, with City Council approval, such legal proceedings as may be necessary or desirable on behalf of the City.

7. When deemed for the best interest of the City, advise or represent officers and employees of the City in litigation in matters arising out of the official conduct of their office or duties or in the course of their employment.
8. Perform other duties as the City Council and City Manager may direct or request.
9. Offer legal advice on items requiring City Council action with appropriate recommendations based on analysis and experience.
10. Provide the City Council and City Manager with timely information on litigation, proposed litigation, and legal issues.
11. Effectively represents the City Council on potential legal problems in negotiations and hearings as required.
12. Practice preventative law, i.e., advise City Council and City Manager of potential legal problems.
13. Make appropriate data available to the media on legal issues related to the City, as directed by the City Council.
14. Maintain an effective relationship with the City Council, City Manager, and Staff.
15. Manage litigation effectively by preparing witnesses for trial, hearings, meetings, and depositions.
16. Deal effectively with unexpected or disturbing issues in group settings.

Price quotations for fees are requested for all services listed under "Scope of Work".

If you are interested in making a proposal to obtain this engagement, please comply with the enclosed detailed instructions for submitting proposals.

SECTION II

GENERAL INSTRUCTIONS

Proposal Format

All proposals must be typewritten.

Proposals should not be submitted in an elaborate format, and expensive binders are not desired.

Legibility, clarity, and completeness are essential. The proposal must be signed by individual(s) legally authorized to bind the Firm.

Submission Procedures

Ten (10) copies of the proposal (one for each elected member of the City Council plus the official file and staff) plus one (1) complete copy in PDF format are to be submitted in a sealed envelope to:

Patricia Gentry, City Clerk
City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786

To prevent opening by unauthorized individuals, your proposal should be identified on the envelope or wrapper as follows:

CITY OF BELLEAIR BEACH – RFP 22-01: Legal Services

April 12 2022 @ 2:00 P.M.

The deadline for submission of proposals is April 12, 2022, at 2:00 p.m. No modification or addenda will be accepted after the closing dates stated above unless, in the opinion of the City Council, it is in the best interest of the City of Belleair Beach to do so.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Lynn Rives, City Manager, City Hall, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, FL 33786, or by email lynn.rives@cityofbelleairbeach.com

Questions and requests for additional information must be submitted in writing by Monday, March 28, 2022.

The City reserves the right to change these specifications.

SECTION III

SPECIAL INSTRUCTIONS

The City requires that proposals be submitted which not only set out a Candidate's response to each of the City's concerns addressed in this RFP, but also specifically address each of the ITEMS set out below.

Innovation in approach and costs is desired. Each proposal must include:

ITEM 1. A Statement of Acknowledgment and Recognition that contact regarding this proposal with any individual, City Council Member, or employee of the city with the sole exception being Lynn Rives, City Manager will be grounds for disqualification of the Candidate at the option of the City Council. This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the City Council. The Candidate may respond to questions initiated by a City Council Member once the contract is placed on the City Council agenda.

ITEM 2. If applicant is a Candidate, a statement identifying the principal in the Candidate who is proposed to be designated as the City Attorney.

ITEM 3. A statement of the Candidate's procedure and practice for handling billable out-of-pocket expense matters, including billable travel time to and from city hall and other locations.

ITEM 4. A statement that the City Attorney will provide the City Council and the City Manager with status reports on pending matters monthly.

ITEM 5. A statement that the Candidate, if awarded a contract with the City, agrees not to undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to City matters during the term of the contract and for two (2) years after the expiration of any such contract. The City considers such representation to be a prima facie conflict of interest and will not agree to waive such conflict for any reason.

ITEM 6. A statement that the Candidate, if awarded a contract with the City, agrees that the City Attorney will attend all meetings, and work sessions, (if requested) of the City Council and additional meetings as requested, but that, on occasion may be represented by an associate in the absence of the City Attorney.

ITEM 7. A statement that the Candidate will not offer any contribution (monetary or in-kind services), nor offer any legal assistance or advice to a candidate for City elective office (including elected officers and officers elect) during an incumbent's term or to a new candidate prior to and following the award of a contract to that Candidate by the City Council. The term "Firm" includes proprietors of proprietorships, all partners of partnerships and all officers, directors, and holders of ten (10%) percent or more of the outstanding shares of corporations, and their immediate families.

SECTION IV

EVALUATION AND SELECTION FACTORS

The successful candidate will be selected based upon the ability to meet the needs outlined in the section titled "Scope of Work;" and the competitive rates at which these services may be provided.

All proposals will be evaluated by the City of Belleair Beach in accordance with the factors set forth below and narrowed to a field of two (2) to five (5) proposals. The finalists may be invited, at the sole discretion of the City Council, to present their proposals in a personal interview at a time and place to be designated by the City Council. Any Candidate should be prepared to attend a personal interview, upon one week's notice after submission of the proposal.

SECTION V

SCOPE OF WORK

The successful Candidate will serve as City Attorney for the City of Belleair Beach and represent the City in all matters requiring legal counsel. All duties must be performed in accordance with the City Charter, the Code of Ordinances, the Comprehensive Plan of the City, and all other pertinent statutes and regulations.

Required services include, but are not limited to:

1. Service at Council Work Sessions.
2. Service at Council Meetings.
3. Service for Code Enforcement.
4. Service at Planning and Zoning Board Meetings.
5. Service at Charter Review Board Meetings
6. Service at other Council Appointed Boards as allowed by law or charter.
7. Service to the City Manager and Staff.
8. Service at other meetings as determined by the City Council or City Manager.

SECTION VI

PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, proposals must be organized in the manner stated below and at minimum shall contain the following information:

- A. **Letter of Transmittal.** The letter of transmittal should be limited to a maximum of two (2) pages and should include the following:
 1. A brief statement of the Candidate's understanding of the work to be done and statements that the Candidate will comply with the requirements set forth in this RFP and City administrative guidelines.
 2. The proposal shall be signed by a person(s) authorized to legally bind a Candidate (including title of person, address, e-mail, and telephone number) and shall contain a statement that the proposal contained therein shall remain Candidate for a period of one hundred eighty (180) days from and after the date of proposal submittal.
 3. A brief statement that as a condition for submitting this proposal, the Candidate agrees that any decision of the City regarding the award of this contract, if any, is final, and the Candidate agrees not to litigate any issue concerning the selection process. Further, a brief statement that should the Candidate institute or threaten litigation relating to this RFP and the selection process, they shall be deemed to have forfeited any right to any proposed contract and/or damages claimed regarding the award thereof.

- B. **Title Page.** The title page should include the RFP subject, the name of the Firm, local address, telephone number, name of contact person(s) including email addresses and website URL, and the date.
- C. **Table of Contents.** The table of contents should include a clear identification of the material by section and page number.
- D. **Management and Technical Approach.** Proposals submitted in response to this RFP must address, but not necessarily be limited to, the following:
1. The staffing level to perform the contract, including the functions proposed to be performed by each person, his or her educational and experience levels.
 2. State the number of title and title related matters the supervising attorney has handled in the year preceding submission of this proposal.
 3. Summarize the Firm's ability to manage assignments in a timely manner.
 4. A Statement of Disclosure stating any fee sharing arrangement with other law firms in connection with this matter, management service, or fee referral arrangement with any other law Candidate or attorney, and a disclosure of the ownership and names of the Principals of any such firm.
 5. Willingness to maintain high professional standards in all communications and other dealings with the city.
 6. Methods by which the Candidate will track all open legal matters and report the status of such activities to the City Council and City Manager in a timely manner, at least monthly and as circumstances warrant.
 7. Willingness to work closely with the City Manager, Boards and Committees, and other departments/employees of the city, as necessary.
 8. All Attorneys who may provide service to the city are in good standing with the Florida Bar. (Attach a copy of each Attorney's certificate)
- E. **Resumes.** The proposal shall include resumes for all personnel who will be involved in providing legal services to the City of Belleair Beach. Resumes should include prior experience relevant to the engagement, information on licenses from the State and other jurisdictions, and information regarding continuing education and participation in professional organizations.

List of any pending ethics actions against any of the firm's attorneys.

List of any malpractice actions against the firm or attorneys, along with details of any settlement or litigation malpractice actions against the firm or attorneys for the past (7) seven years.

Similar Projects and References. The proposal shall include a list and brief description of any similar engagements currently in progress or completed or other municipal law experience. A minimum of five (5) year's experience in the field of municipal law is preferred.

F. **Fee Schedule.** The Candidates shall list a fee to be charged for each of the services listed below.

Service	Description of Services	Fee
Monthly Retainer or Hourly Rate		Per Month Per Hour
Hourly Services outside of Retainer		Per Hour
Litigation Hourly Rate		Per Hour
Travel		
Out of Pocket	Long Distance Phone Fax Copies Other	

Other _____

G. **Employment Opportunity.** Prior to entering into a contract with the City of Belleair Beach, the Candidate("contractor") shall agree to comply with the following equal employment opportunity clause, which shall be incorporated in the contract.

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion color sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or age.
3. The contractor or subcontractor will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the City Council, if any for purposes of investigation to ascertain and effect compliance with this program.
4. In the event of the contractor's subcontractors, vendor's, supplier's, or lessee's noncompliance with the nondiscrimination clause of the contract or with any of

such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provide by law.

- H. Statement of Public Entity Crimes. Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida Statutes: "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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to 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 (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- I. Insurance. The Candidate shall maintain in effect during the term of any Contract in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set forth below, and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the Florida Financial Services Council, Office of Insurance Regulation to conduct insurance business in Florida or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Candidate shall maintain the following insurance coverage in the following amounts:
- (1) Worker's Compensation including Broad Form All States Endorsement Statutory amount.
 - (2) Professional Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
 - (3) Automobile Liability insurance \$1,000,000 combined single limit per occurrence. Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subordination against the City, and that it shall give 30-days written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30-day period, the City Attorney shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed to maintain in effect the required coverage. If the City Attorney does not comply with this requirement, the City Council, at its sole discretion, may immediately suspend the City Attorney from any further performance under this Contract and begin procedures to terminate for default.

SECTION VII

CONDITIONS OF SUBMISSION

The Candidate shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the City of Belleair Beach for any reason. The Candidate shall not engage in any manner in any practices with any other proposer(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause your proposal to be rejected by the City. (This does not preclude joint ventures or subcontracts). All proposals submitted must be the original work product of the Candidate offering the proposal. This RFP is not to be construed as a contract or as a commitment of any; nor does it commit the City of Belleair Beach to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal contract, nor thereafter, except in accordance with the terms of any such contract.

The certification attached hereto as **CERTIFICATION** must be signed, dated, acknowledge, and must accompany your proposal.

SECTION VIII
CANDIDATE'S INFORMATION

1. Candidate Name _____
2. Candidate's Mailing Address _____
3. Candidate's Physical Address _____
4. Contact Name _____
5. Contact's Telephone No. _____
6. Contact's Facsimile No. _____
7. Contact's E-mail Address: _____
8. If you are a corporation, please provide the following:
 - a.) Federal Tax I.D. #:
 - b.) A certified copy of Certificate in Good Standing from the Secretary of State.
 - c.) A list of the corporate officers (names, addresses)
9. References: Please provide a list of four (4) references of client organizations that the Candidate is currently representing or has represented. The city may request information from these sources.

Name _____

Address _____

Contact's Name _____

Contact's Telephone No _____

Contact's Facsimile No _____

Name _____

Address _____

Contact's Name _____

Contact's Telephone No _____ Contact's Facsimile No _____

Name _____

Address _____

Contact's Name _____

Contact's Telephone No _____ Contact's Facsimile No _____

Name _____

Address _____

Contact's Name _____

Contact's Telephone No _____ Contact's Facsimile No _____

CERTIFICATION

1. I/We understand, acknowledge and agree that the City of Belleair Beach shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge and agree that the City Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the City of Belleair Beach or any of its employees and officials.

I/We understand, acknowledge and agree that the City Council reserves the right to reject all proposals and to accept any offer received, whether or not the offer is the lowest price offer received.
3. I/We understand, acknowledge and agree that any complaint made by a proposer made regarding the selection process or any contract award relating to the RFP will void any proposal filed by the complaining proposer.
4. I/We understand, acknowledge and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the City of Belleair Beach on an exclusive basis.
5. I/We understand, acknowledge and agree that the City Council retains the discretion to use or not to use the services of any successful proposer under this RFP and that any contract award does not guarantee that the successful proposer will be requested to perform work under the contract.
6. I/We understand, acknowledge, and agree that the City Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the City, including, but not necessarily limited to the following categories of insurance, General Liability, Automobile Liability, Workers' Compensation and Professional Liability. If selected for the award of a contract under this RFP, I/We

agree to provide to the City Council, proof of insurance in the form and amounts satisfactory to it.

7. I/We understand, acknowledge and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract the selected Candidate and the City resulting from this solicitation.
8. I/We understand, acknowledge and agree that personnel essential to the continuity of any contract must be available throughout the duration of any contract that may be awarded hereunder unless substitutions are approved in writing by the City Council.
9. I/We understand, acknowledge and agree that the successful Candidate will be expected to adhere to billing procedures of the City of Belleair Beach and to all standard contractual requirements of the City. The City Attorney shall provide legal services in accordance with this RFP, as they may be amended from time to time.
10. I/We understand, acknowledge and agree that the City Council and/or City Manager will be responsible for monitoring day-to-day services of the Candidate delivered to the City. The City Attorney shall promptly report any conditions, transactions occurrences, events, situations, or circumstances encountered by the Candidate, which would impede or impair the proper conduct of the legal services provided.
12. I/We understand, acknowledge and agree that all proposals submitted shall become public record upon the opening of the sealed envelope in which the Firm's proposal is submitted.
13. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated City persons or others as the City might require.

Authorized Representative _____

STATE OF FLORIDA

COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me, this _____ day of. _____

NOTARY PUBLIC _____

SEAL