



MARSHALL

CITY OF MARSHALL

REQUEST FOR PROPOSALS (RFP)

CITY ATTORNEY

CRIMINAL SERVICES

May 24, 2022

INTRODUCTION

The City Council of the City of Marshall invites interested law firms and individuals with a minimum of five years of municipal law experience to submit written proposals to provide City Attorney services to the City in the area of Criminal Services. The City Attorney will be selected by the City Council and will work closely with the City Administrator and other City staff.

BACKGROUND INFORMATION

The City of Marshall is located in Lyon County, Minnesota, and is home to approximately 14,000 residents. Marshall is a regional center in southwest Minnesota, and is the hub for medical care, retail, trade, education, employment, and business. The diverse economic base and strong foundation in agriculture has provided stability to the local economy. Recent studies illustrate a common labor and retail draw of approximately sixty (60) miles. Marshall's current population of 13,680 doubles its daytime population to 25,000+ according to employment estimates.

Organization The City has been a municipal corporation since 1901 and is governed under a Home Rule Charter, adopted in 1969. The Charter provides for a Mayor and a six-member Council. Council members serve overlapping four-year terms and the Mayor serves a four-year term.

The City employs a compliment of 157 full-time, part-time, and paid-on-call employees and over 350 temporary/seasonal employees in its various departments.

Police protection is provided by a department consisting of 22 full-time officers; one full-time and two part-time community service officers; and two support personnel.

The City's Fire Department is authorized for 48 paid-on-call employees.

The City has its own Wastewater Treatment Facility ("WWTF"). The WWTF is currently permitted to treat 4.5 million gallons per day (mgd) with a carbonaceous biochemical oxygen demand ("CBOD") load of 11,972 pounds per day.

The Marshall Municipal Utilities (MMU) Commission provides electrical and water service to the City residents and businesses.

The City operates a municipal off-sale liquor store, which had \$6,725,560 (unaudited) in gross sales for 2021.

The City, through a Joint Powers Agreement with I.S.D. No. 413 (Marshall), delivers a comprehensive Community Services program for its residents. The program includes eight municipal parks totaling over 150 acres and includes trails, fishing ponds, picnic shelters, basketball and volleyball courts, an Aquatic Center, Red Baron Arena & Expo, Amateur Sports Complex, horseshoe pit, skateboard complex, band shell with summer weekly concerts, and the national award-winning American Legion Field.

Historically the City has retained a private firm or firms to provide City Attorney services. The City has also utilized additional firms to provide bond counsel service and to work with TIF-related development issues.

PROCESS

A City RFP Review Committee will review proposals and qualifications of submitting firms and if necessary, conduct interviews of all or a few of the firms. Upon the recommendation of the Mayor and consent of the City Council the firm will be appointed to provide City Attorney services-Criminal.

RFP Approved: May 24, 2022

Proposals Due: July 15, 2022

RFP Consideration by Council: August 23, 2022

Contract Effective Date: January 1, 2023

GENERAL INSTRUCTIONS

A. Responses must include complete information as described in this request. Six (6) copies shall be submitted by **3:00 p.m. on June 30, 2022 to City Clerk/City of Marshall 344 West Main Street, Marshall, MN 56258**

B. To ensure fairness and uniformity, firms submitting responses are requested to not contact City staff or the City Council. Questions about this RFP may be sent by e-mail to sharon.hanson@ci.marshall.mn.us prior to the submission deadline.

C. The City will not reimburse any expenses incurred by the firm submitting responses including, but not limited to, expenses associated with the preparation and submission of the response and attendance at interviews.

D. The City reserves the right to reject any and all proposals, to request additional information from any and all Proposers.

REQUIRED CONTENTS OF RESPONSE

A. Firm Background: 1. Brief history of firm 2. Number of attorneys, including number of partners and associates and areas of specialty 3. Support personnel: number and expertise 4. Office organization and support capabilities 5. Office location(s) 6. Current use of technology, especially capability for computerized legal research and for sharing and editing documents electronically. 7. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board. 8. Describe malpractice insurance coverage: carrier, limits, and exemptions.

B. Attorney Qualifications:

1. Identify the specific attorney who will serve as the lead attorney and indicate the following:

- Academic training and degrees
- Description of background and experience
- Description of prior municipal experience including cities served in a similar capacity

- List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation

2. Identify attorney who will serve in the lead attorney's absence, and provide information as requested in No. 1 above.

3. Identify other attorneys and support staff who will supply services for which the City will be charged.

4. Indicate current responsibilities of person designated to serve as lead attorney.

C. List of cities you currently represent and for what type of service.

D. List of cities you began representing in the last three years and cities you stopped representing in the last three years.

E. Names, telephone numbers, and contact person of at least five (5) client references, at least two (2) of which shall be cities.

F. Description of the firm's view of their responsibilities to the City in the provision of legal services.

G. Copy of Malpractice/liability Insurance Certificate in a minimum amount of \$1,000,000.

Conflict of Interest

1. Indicate whether designated lead attorneys or the law firm represent, or have represented, any client whose representation may conflict with your ability to provide legal services to the City.

2. Indicate whether designated lead attorneys or the law firm currently represent any real estate developers. If so, please identify those companies or persons in detail and provide a percentage breakdown of how much this work represents of your firm's total billings.

3. Indicate whether designated lead attorneys or the law firm currently represents any other local units of government having jurisdiction within, or contiguous to, the City of Marshall.

4. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

SCOPE OF GENERAL LEGAL SERVICES -CRIMINAL

The City attorney prosecutes petty misdemeanors, misdemeanors, gross misdemeanor DWIs and gross misdemeanor traffic violations for the City of Marshall. This requires meeting with officers, answering questions, drafting Complaints, facilitating settlement offers, communicating with defense attorneys, attending Court and trying cases as needed and include, but are not limited to the following areas:

1. Prosecution of all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This includes all such cases initiated by any law enforcement agency and citizen complaints including but not limited to traffic violations, DWI cases, theft and City code violations.

2. Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.

3. Prepare criminal complaints where facts warrant and execute said complaints electronically thru the courts efilng system.

4. Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.

5. Prepare appropriate pre-trial notices as required.

6. Seek such additional investigation as required.
7. Negotiate and enter plea bargains where deemed advisable.
8. Represent the City at all pre-trial motions.
9. Perform all legal research and prepare briefs when required.
10. Try all jury and court cases.
11. Examine, evaluate and provide representation for all appeals to Appellate Courts.

RETAINER – Please quote a retainer fee to be charged for criminal attorney services and the items noted herein that are to be covered by the retainer.

TERMS AND CONDITIONS

The City intends to award a contract to the respondent evaluated to be best qualified to perform the work for the City, based on the extent and quality of the firm's resources, cost, communication and presentation skills, compatibility and quality and extent of municipal representation experience.

Other performance factors may also be considered.

Based upon review of the submitted proposals a number of selected firms will be asked to interview with the City Council and staff.

The Mayor and designees will recommend to the City Council a firm to be retained.

The City of Marshall 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 interest of the City. The approval of the firm selected, and the contract award will be made by the City Council.

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and a consultant be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another consultant or reject all of the statements of proposal.

Upon completion of negotiations agreeable to the City and the consultant, a contract shall be executed. Once a contract is awarded, the term of contract duration shall be subject to ongoing review and evaluation by the City Council and City Administrator.