



MARSHALL

**CITY OF MARSHALL**

**REQUEST FOR PROPOSALS (RFP)**

**APPOINTED CITY ATTORNEY**

**GENERAL COUNSEL 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 to serve as the Appointed City Attorney. 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.

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-Appointed City Attorney.

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 July 15, 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](mailto: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**

Per City Charter: The Mayor shall nominate to the City Council the person to be appointed as City Attorney for the City of Marshall. The City Council and the Mayor shall vote and confirm said appointment by majority vote. The City Attorney shall serve for a term of two (2) years, his/her term of office to begin on the first regular meeting in January after the municipal election and he/she shall continue in office until their successor is appointed.

The law firm/attorney(s) are required to be knowledgeable in a variety of legal areas, including but not limited to:

- General municipal laws
- General state and federal laws relating to municipal government
- Zoning, housing, annexation, subdivision and land use law
- Economic development activities including development, redevelopment, enforcement, and property/real estate law

- Legal knowledge relating to general obligation bonds, revenue bonds, tax increment bonds, tax exempt bonds, and other bonding and financial processes
- Ordinance and resolution development and interpretation • Government Data Practices
- City Charter and City Code issues
- Contract law
- Environmental law
- Franchise law
- Municipal leases
- Eminent Domain
- Trial activity

Except as specifically limited below, the services and qualifications that are required by the City for civil law services covered by a fixed retainer fee include, but are not limited to, the following areas:

*General*

1. Meetings and/or telephone conversations with and advising Mayor, Council Members, City Administrator, Department Managers and other staff on general legal matters.
2. Research and submission of legal opinions on municipal or other legal matters requested by City staff or City Administrator; availability to answer staff questions by telephone.
3. Legal consultation and general support for Mayor, Council Members, City Administrator, Department Managers and other staff on general legal matters.
4. Provide high level of customer service by responding in a prompt manner.
5. Provide annual training for Council, Boards and Commissions and staff on matters related to open meeting law, MN Data Practices Act, conflict of interest/ethics for government officials, and provide specific training for the Council and Planning Commission on land use and zoning law issues.

*Meetings*

6. May be requested to attend regular City Council meetings and advise the Mayor, Council Members and City Administrator on matters of parliamentary law and procedures of a general matter. Attendance maybe by telephone, Zoom/Teams or some other method unless otherwise asked to attend in person by Council or Administrator.
7. May be requested to attend such special City Council meetings as the Council or the City Administrator directs. Attendance maybe by telephone, Zoom/Teams or some other method unless otherwise asked to attend in person by Council or Administrator

8. Attend such meetings of boards or commissions as the City Administrator directs. Attendance maybe by telephone, Zoom/Teams or some other method unless otherwise asked to attend in person by Council or Administrator

9. Attend such other meetings, planning sessions, conferences and/or departmental meetings as requested by the City Administrator.

10. Attendance (remotely or in person) at any 24 meetings during a calendar year, as described under items #6-9 above, shall be included in the retainer fee. Meetings attended in excess of 24 in any calendar year, shall be billed at an agreed upon hourly contract rate.

11. Limited consultation with Charter Commission.

#### *Legal Documents*

12. Prepare such resolutions as the City Administrator or the City Council shall direct, except resolutions relating to the responsibility of the fiscal consultant or bond approving attorney.

13. Review of municipal contracts, including contracts for public improvements, developments, subdivisions, joint powers agreements, construction, purchase of equipment, and the like for content, form, legality and execution as requested.

14. Examine and advise regarding the legality of all proceedings and actions of the City Council and other boards or commissions.

15. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.

16. Drafting and review of ordinances, ordinance amendments, resolutions, developer agreements and contracts, subdivision agreements and correspondence as requested.

17. Review ordinances as requested.

18. Review deeds, and insurance requirements required by or for City contracts or activities.

19. Prepare small business assistance loan documents and related materials.

20. Review data requests and related documents and advise staff regarding release and redactions.

#### *Economic Development*

21. Representation of the City on Economic Development related issues, including developer agreements as needed. Finance tax abatement and other forms of public finance assistance. Public financing assistance in public/private partnerships.

#### *Claims Against the City*

22. Where no insurance coverage is provided, make appropriate evaluation of claims for legality, investigate facts, and make recommendations to the City Council.

23. Defend in court all litigation where no insurance coverage is available. This includes but is not limited to: (1) condemnation; (2) zoning and land use regulation matters; (3) permits and administrative actions; (4) administrative citations; (5) code enforcement issues.

24. Assist in resolving claims not resulting in litigation.

*Claims by the City*

25. Investigate and evaluate all claims by the City against others and recommend appropriate course of action, including, but not limited to code enforcement issues and administrative citations.

26. Attempt collection of all proper claims including litigation where necessary and authorized by the City. Intergovernmental Relations and Disputes

27. Provide such services as requested by the City regarding contractual dealings with Federal, State, County, Township, Municipal, and Special Districts by the City, including Joint Powers Act Public Improvements.

28. Handle disputes between the City and other governmental units, including litigation.

**FEES**

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

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.).

Clearly note any "retainer" items listed above that your firm would not provide as part of the retainer duties and prefer to bill on an hourly basis. Please be specific.

For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference, etc..

**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 may 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.