



— POSITION AVAILABLE —

LAW FIRM TO SERVE AS THE CITY ATTORNEY

Apply by February 17, 2021

Welcome to the City of Naples, Florida

The City of Naples, FL, with the assistance of Colin Baenziger & Associates (CB&A), is seeking a well-qualified firm to serve as its City Attorney. It is City's intention, to conduct this effort as an executive search, meaning CB&A will seek out candidate firms, conduct an evaluation of those firms (including an assessment of credentials, experience, references, history with local governments, and so on), and present packages to the City Council for approximately five firms CB&A considers to be the best fit with the City of Naples' requirements, elected officials and staff, as finalists for its consideration. As such, respondents need to realize the process will involve a mixture of in-depth research and subjective evaluation.

Hereafter, the term City Attorney shall refer to the firm and the individuals it intends to assign to serve as the Naples City Attorney.



BACKGROUND

The City of Naples has a population of approximately 21,000 and is a Municipal Corporation with an annual budget in excess of \$150 million. It employs over 450 people and operates a police department, fire department, water and sewer utility, parks and recreation facilities, a municipal dock, city pier, and maintains over 100 miles of public rights of way, roads, and sidewalks.

Naples and its issues are more complicated than one would normally anticipate for a city of its size. It is the Collier County seat and the hub of a geographic area with a population of almost 400,000. Per DataUSA, the median age is 66.2, the median household income is \$94,400 and the median property value is \$942,000. It has been said that the City has more retired CEOs per square mile than any other city in the US. The result is an involved population which can pursue causes they believe in.

The City adopts and enforces local laws compelling or restricting certain activities with enforcement. It must comply with applicable laws and rules enacted by the State and Federal governments. The City is bound by over 350 contracts and interlocal agreements. The governing body conducts at least bi-weekly meetings (which can be quite lengthy) taking action on a scheduled agenda with a variety of items that include quasi-judicial determinations.

All of the preceding creates a substantial risk for litigation and significant need for legal advice and counsel.

Part I: SCOPE OF SERVICES / Expectations

Naples is seeking a firm with the highest degree of professionalism and ethics to serve as a trusted advisor to the City's elected officials and staff. The selected firm will have outstanding communications skills and work closely with the Council Members and staff, keeping everyone fully informed while listening carefully and responding to their needs. The ideal candidate firm will be one that has demonstrated it solves problems and is proactive in minimizing the City's legal exposure.

1. The City Attorney will be currently licensed to practice law in Florida and be a member in good standing of the Florida Bar. The Firm will be knowledgeable and experienced in municipal and other law including:

- Administrative matters and proceedings;
- City Charter and City Code of Ordinances issues;
- Code enforcement;
- Contract law;
- Drafting and reviewing ordinances and resolutions;
- Ethics laws;
- Constitutional law;
- Applicable federal and state laws;
- Land use and zoning;
- Litigation in state and federal courts;
- Municipal leases and agreements;
- Public records and Sunshine Law matters.

If the City Attorney is not already, they will be expected to quickly become proficient in all the above with respect to the laws and regulations of the City of Naples.

2. The City Attorney will attend all regular meetings of the City Council and select boards and agencies including the Planning Advisory Board, Code Enforcement Board, and Community Redevelopment Agency. It will also attend workshop meetings of the preceding as well as those of City Committees or other meetings as requested by the City Council or the City Manager. At these meetings, the Firm will provide appropriate legal advice and written opinions as necessary and provide parliamentary guidance concerning the conduct of each of the meetings.

3. The City Attorney will maintain an office in Naples City Hall. The current firm provides an average of 32 office hours per week.

4. The City Attorney will draft and review ordinances, charter amendments, resolutions, contract documents, and correspondence; assist in review and preparation of agenda items for meetings; provide legal consultation on some City insurance matters; provide legal advice and, written opinions to the City Council and City Manager upon request on matters related to



their official duties; perform all duties and functions imposed by general and special laws upon City attorneys; prepare or review and approve deeds, and other legal instruments affecting or pertaining to the City or in which the City is a party. The Firm will also monitor the performance of any duties assigned to other counsel provided there is no conflict.

5. The City Attorney will prosecute and defend the City as to all civil complaints, lawsuits, and controversies in which the City is a party. Specifically, the City Attorney is responsible for prosecuting and defending the City in civil actions when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. As directed by the City Council, the City Attorney will represent an employee or elected official who is individually named in a suit as a result of the execution of their official duties with the City, provided that any such representation does not give rise to a prohibited conflict of interest or the appearance of a conflict.

6. As requested, the City Attorney will provide the City Council and City Manager with assistance and legal counsel relating to the acquisition, lease or sale of real property, and in the review and preparation of deeds, easements, title searches and various real estate documents.

7. The City Attorney will review Invitations to Bid, Requests for Proposals, Requests for Qualifications, procurement documents, and respond to protests or questions in accordance with law. The City Attorney is the Bid Protest Officer.

8. The City may assign legal matters to other attorneys or law firms when the City Council or Mayor (in accordance with Section 2.4 of the

City Charter) deem it to be in the City's best interest. Generally, these matters will involve conflicts of interest for the Firm or special legal matters requiring a particular legal specialty. The Firm will work cooperatively with other counsel retained by the City for special projects. The City Attorney will coordinate with other counsel as necessary, to assure proper management of legal issues, and proper coordination and transition of legal information among counsel.

9. The City Attorney will perform other legal research and provide legal advice as requested by the City Council and City Manager and will stay abreast of new and proposed state and federal legislation affecting the City.

10. The City Attorney must comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

11. The City Attorney will perform professional duties and functions as may be required by ordinance or resolution of the City Council.

12. The City Attorney will provide legal services for such matters not covered by the paragraphs above, but which necessitate legal advice or representation by the City Attorney, as determined by the City Council.

As part of its duties, the City Attorney will provide monthly bills and periodic status reports as requested by City Council and the City Manager, including a quarterly litigation report.

Part II: MINIMUM QUALIFICATIONS AND EXPERIENCE

1. To be considered a responsible and responsive proposer for the Scope of Work set forth in these bid documents, the Firm must possess the following:

(a) The Firm must be licensed to do business in the State of Florida. Submit Sunbiz report with its company registered as active.

(b) All the proposed Firm attorneys must be in good standing with the Florida Bar.

(c) All the proposed Firm attorneys must be properly registered to practice their profession and licensed to engage in the practice of law in the State of Florida at the time of proposal submission.

2. The ideal Firm and the Primary and Back-up City Attorney must have Municipal City Attorney experience and demonstrate the following:

(a) Immediately preceding the time of appointment, must possess a minimum of five years' experience practicing law in the courts of the State of Florida, of which a minimum of three years consists of practice in the area of municipal government.

(b) Experience providing legal services to local governments in the areas listed in Part I: Scope of Services.

(c) Experience coordinating and managing the work of other law firms retained for areas of specialized expertise.

3. The Firm must satisfy the General Insurance requirements specified in Chart I on page 9. In addition, the City Attorney is required to have Professional Liability (commonly known as errors & omissions) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

Part III. FEES FOR SERVICES AND RECORDS

The respondent may select one of the following three options it intends to use if selected as Naples' City Attorney.

Option "A"—Retainer/Fixed Fee Cap Plus. The Firm will bill a monthly retainer for General Government Services plus hourly fees for litigation, special projects, or both, if not covered by a retainer.

Option "B"—Hourly Fees for All Work. The Firm will use hourly rates to bill for the legal services the Firm provides to the City.

Option "C"—Respondent's Choice. Any billing methodology Respondent wishes to propose.

No matter which of the preceding options the Firm selects, it should provide monthly bills to the City and maintain auditable records to account for all expenses billed. These records must be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping methods in the event of non-conformity.

SUBMITTAL REQUIREMENTS

Interested firms will include the following information in their submittal responses to this document. The following format and sequence should be followed to provide consistency in the firms' responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 12 point. Undesignated information must be inserted at the rear of each package. Place page numbers at the bottom of every page. Note the maximum submittal length is 50 single sided pages. Those who previously submitted need not make any changes to their proposal to meet these criteria. They will need to submit a letter to let us know they are still interested and provide the additional information requested in this document.

Section 1: Cover Letter

Cover Letter—Maximum two pages outlining why the City should select your Firm. Identify who will be the point of contact, including their email address. Identify the Primary Attorney and in which office they are presently located.

Section 2: Qualifications/Experience of the Firm

1. Describe the Firm, the areas of practice, number of attorneys, years in operation, experience in the practice of Florida municipal law, and other background or experience which may be helpful in evaluating the proposal.

2. Identify the specific experience of the Firm in specialized areas, including but not limited to municipal issues such as parliamentary procedure, open meetings, Freedom of Information Act (FOIA), Government in the Sunshine, elected

officials, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, building code, personnel, and any additional legal areas that will identify the focus of the Firm relevant to this engagement.

3. Provide a list and description of Firm ownership and principal office location.

4. Provide a list of all judgments or lawsuits against the Firm and each Firm attorney to be assigned to provide services to Naples, including the nature of each judgment or lawsuit and its resolution.

5. Provide a list of all lobbyist(s) employed by the Firm, and the local agencies, entities, and general areas before which, and in which, they lobby.

6. List any clients currently represented by the Firm that could cause a conflict of interest with responsibilities to the City of Naples. Describe how the Firm will resolve these and any future conflicts of interest.

7. List any residential, commercial and/or industrial property developers the Firm has represented in the last five years.

8. List any commercial properties the Firm or its principals have an interest in that lie with the Naples City Limits.

Section 3: Qualifications/Experience of Staff Working Directly for the City of Naples.

1. Designate the Primary Attorney to be assigned as Naples City Attorney and describe the amount of time said Attorney will devote to the City of Naples. Also, designate the Primary Back-up Attorney to be assigned and describe when the services of the Primary Back-up Attorney will be used to provide services to the City of Naples. For each of these attorneys, provide:

(a) A biographical sketch of the attorney.

(b) Indicate that attorney is a member in good standing with the Florida Bar and identify the date of admission.

(c) If a member in good standing of other bars, identify state and date of admission.

(d) Indicate the attorney's area of practice concentration relative to the area of service required by the City, including experience in municipal law.

(e) Please indicate if the attorneys are board certified in city, county, and local government law by the Florida Bar. If the individuals are board certified in other areas of law, please indicate which certifications, they hold.

(f) Please indicate if the attorneys are rated by a national rating service, which service, and what their ratings are.

(g) Provide a description of each attorney's experience in representing local government entities. That is, identify all current (and for the past five years) municipal, county, or other governmental agencies for which the attorney has provided legal counsel or advice, and the relationship between the Law Firm and each individual attorney, and the identified entity. If the attorney has represented a non-governmental entity not already listed before a municipal government body, please indicate the name of the entity and the nature of the work.

Note: Once designated, the Firm may not change the Primary or Back-up Attorney without prior approval of the City Council.

Section 4: Location of Firm and Office Hours

The City will provide office space within City Hall. Please provide the number of hours the primary City Attorney will be in the City Hall office. Provide the address of any other location the Firm will utilize to provide legal services to the City. If the Firm does not currently have an office within 30 miles of Naples, please explain how you will establish and maintain a local presence, or provide services remotely.

Section 5: References

References will be requested from the top ranked firms, but are not needed at this time.

Section 6: Methodology and Approach to Providing Legal Services to the City of Naples

1. Provide a description of the Firm's approach and the manner in which the Respondent proposes to provide legal services to the City, to include but not limited to, objectives, scope, methodology, after hours availability, etc. Describe how the Firm and the Primary City Attorney would structure the working relationship between the City Attorney's Office, the City Council, and the City Manager's Office.

2. Provide a description of the Firm's approach towards providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within an established budget.

3. Provide a description of the Firm's approach to conflict resolution.

4. Describe the Firm's experience with the Florida Code Of Ethics For Public Officers And Employees, and ethics generally.

5. Describe the approach to transition legal services from the current Firm, include legal strategy implications and objectives and financial implications.

6. Currently the City of Naples engages outside counsel in the areas of labor and employment law, pension matters (not pension board representation), and bond counsel. Please describe the Firm's preferred approach in these areas of expertise and any other areas of expertise where the use of special outside counsel is anticipated.

7. Please indicate how the workload of the City of Naples will be accommodated and what kind of priority it would be given.



Section 7: Fee Proposal

Identify which of the following options the Firm intends to use in billing the City of Naples for services rendered and provide any explanatory information that will be helpful and/or necessary.

Option “A”—Retainer/Fixed Fee Cap Plus. The Firm will bill a monthly retainer for General Government Services plus hourly fees for litigation, special projects, or both, if not covered by a retainer. Please quote the monthly fixed retainer fee to be charged for general governmental services and identify the items that are to be covered by the retainer. Also, clearly note any items the Firm would not provide as part of the retainer services and that the Firm will bill on an hourly basis. State separately the applicable rate(s) and for any other cost items proposed to be itemized and billed (e.g., use of paralegals, photocopying, Westlaw, or Lexis fees, etc.).

Option “B”—Hourly Rates for All Work. Please specify the hourly rates and costs the firm will charge for providing legal services to the City. Specify the hourly rate of the person to be designated as Primary City Attorney and the hourly rate of other attorney and support personnel (such as paralegals) who will be providing service to the City. Identify the minimum increment of time billed for each service (e.g., telephone calls, correspondence, conferences). The City seeks billing increments of one-tenth of an hour or greater. If there are any services routinely performed at no cost, list those services.

Option “C”—Respondent’s Choice. Clearly and thoroughly explain any billing methodology Respondent wishes to propose. Use any combination of retainer and hourly rates that the Respondent chooses to deliver the requested services.

Note: Naples does not pay for travel time.

Once the top ranked firms have been identified, they may be asked to submit examples of billings for one or more similar clients and, if applicable, the methodology to be used for charging the City on a monthly basis.

HOW TO SUBMIT

Firms desiring to submit should send credentials via email to Recruit42@cb-asso.com by February 17, 2021. Questions should be directed to Colin Baenziger at (561) 707-3537, or Lynelle Klein at (425) 658-7025.

PROJECT SCHEDULE

Firms credentials will be reviewed as they are received. The City anticipates interviewing the top rated firms on March 29th.

OTHER NOTES

Once the top firms have been identified, they may be asked to provide hard copies of their proposals for the City Council to review.

Chart I: General Insurance Requirements

The Contractor shall not commence work until it has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of its employees to be engaged in work under this Contract, and it shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect it, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by itself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability Insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

When using the ACORD 25—Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.