



REQUEST FOR PROPOSALS  
FOR SOLICITOR SERVICES

Village of Swanton  
October 16, 2018

— THE VILLAGE OF —  
**SWANTON**

## INTRODUCTION:

The Village of Swanton is soliciting proposals from qualified attorneys and law firms, licensed in the State of Ohio, interested in providing contract legal services as the Village Solicitor. A firm must be able to provide a designated individual to serve as the Village Solicitor. The Village Solicitor does not perform prosecutorial services.

Spanning two counties, the Village of Swanton honors its rich history and is committed to the future of this vibrant community, of more than 3,500 people, by providing a high level of service to its residents. Located within the Toledo metro area, the Village is the best of both worlds: close to amenities of a bigger city while maintaining a small-town feel. The Village of Swanton is a Mayor-Council form of government with a full-time Village Administrator who carries out the day-to-day administrative operations. The Village is 3 square miles with an annual appropriation budget of approximately \$7 million. As of October 2018, the Village has 54 employees (combined full and part time).

### 1.0 Definitions

Contractor – the attorney or firm awarded a contract in accordance with the Request for Proposal.

Village of Swanton – the Village Council of the Village of Swanton, Ohio

### 2.0 Information required in the Request for Proposals

The Village reserves the right to reject any or all proposals, waive or not to waive any irregularities therein and to accept the Proposal considered to be in the best interest of the Village.

The proposal should contain, without limitation, the following information at a minimum:

1. A statement of interest identifying why the individual or firm is interested in the position, and why the individual or firm believes he/she or the firm is qualified to perform the duties as outlined, and a description of the performance style which will be exhibited by the individual or firm if chosen.
2. The name and resume of the person or firm who will serve as Village Solicitor. The Village Solicitor is generally required to attend all Village Council meetings and to be the principal point of contact for all matters handled by the Village Solicitor.
3. The resumes of each other attorney in the firm who would work on behalf of the Village and the role each would perform.
4. A written assessment of the individual's or firm's capacity to take on the role of Village Solicitor for the Village of Swanton with their current client and work load.

5. A summary describing the firm and the nature of the firm's previous and current work experience with municipal clients.
6. A list of municipal and governmental clients, including the primary contacts at each client and the type of service provided, i.e. general legal counsel or a specific task/assignment.
7. A statement describing any existing or potential conflicts of interest that might affect the individual's or firm's ability to represent the Village.
8. A detailed fee proposal, including a description of the firm's billing conventions and the proposed monthly retainer amount for the items to be included under the retainer and as set forth Appendix A of this RFP. Proposals should also include the hourly rates for partners, associates and paralegals that will be charged for those items that are outside of the retainer, and the precise rates charged, if any, for copying, on-line research, paralegals and support staff. Out of pocket expenses shall not be included in the retainer. The proposal should also confirm that travel time will not be billed to the Village, whether for retainer matters or non-retainer matters.
9. The proposal should also confirm that the individual or firm will provide the Village with sufficiently detailed information on a monthly basis necessary to do periodic reviews of the work undertaken on all retainer matters to ensure that the retainer amount is fair for both the Village and the firm.
10. A list of at least five client references for whom the individual's or firm's member have provided legal services. At least three of these references will be specifically related to the person that is proposed to serve as Village Solicitor under the proposal.
11. Any exceptions taken to this Request for Proposals shall be clearly identified.

### 3.0 Presentations by Contractors

The Village of Swanton may ask any Contractor to make an oral presentation and/or demonstration without charge to the Village.

### 4.0 Services Requested

The services to be performed shall include but not be limited to the following beginning on January 1, 2019:

The Village Solicitor must be licensed to practice law, in good standing, in the State of Ohio. The Solicitor provides all legal services needed by the Village in order to support the needs of the organization through the Village Council and Staff, except for occasional services that require unusual expertise such as serving as bond counsel, as follows:

1. Provide clear and concise legal advice (oral and written) as requested or required to the Village Council, Village Administrator, and Staff on a variety of matters pertaining to all aspects of village law. Contacts are typically made by email or telephone and a response time of less than 24 hours is expected.
2. Research and interpret laws, court decisions and other authorities for preparing legal opinions and to advise the Village accordingly.
3. Draft, review, and/or revise documents when directed, including but not limited to contracts, ordinances, resolutions, legal memoranda, licenses, easement agreements, Village policies, notices, open records advice and responses, leases, deeds, permits, and staff reports. Clear, concise, well-organized writing is a prerequisite.
4. Make recommendations for updating Village codes, resolutions, and policies and practices.
5. Provide Village Staff with assistance, legal research and counseling on matters such as development and redevelopment, the acquisition or sale of property, preparation of leases, deeds and easements, contracts and agreements, operations governed by law, liability situations, government ethics and grant guidelines.
6. Represent the Village in intergovernmental projects and other matters, as needed.
7. Prepare correspondence and other legal documents on behalf of the Village as directed.
8. Provide information regarding legislation or judicial opinions to the Village Council, Administrator, and Staff that have potential impact to the Village.
9. Represent and advise the Village Council, Village Officers, Boards and Commissions in all matters of law pertaining to their offices.
10. Attend regular and special Village Council meetings (open and closed sessions) if requested and advise the Board on matters on the agenda as well as procedural matters that may arise during and following the meeting. The Village Council meets at 7:00 pm on the second and fourth Mondays of the month. Special meetings are called as needed.
11. Represent the Village before governmental bodies and agencies to promote the interest of the Village as requested by the Village Administrator.
12. Provide guidance and legal advice on Ohio Open Meetings Law and parliamentary procedure.
13. Perform other duties as directed by the Village Administrator.

#### 5.0 Contract

1. The content of this RFP, all addenda, and all provisions of the successful proposal deemed pertinent by the Village may be incorporated into a contract and become legally binding.
2. The Village of Swanton reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

#### 6.0 Right to Audit Records

In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement in compliance with record retention schedules of the Village of Swanton. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement.

#### 7.0 Evaluation Process

A Selection Committee will evaluate proposals. The Selection Committee is made up of the Mayor of Swanton, the Village Administrator, the Fiscal Officer, and President of Council. In addition to the materials provided in the written responses to this RFP, the Selection Committee may request additional material, information, or references from the Contractor or from others.

The Village Solicitor is an independent contractor and not a Village employee. The term of the Village Solicitor will be determined by Village Council.

#### 8.0 Awards

The Village of Swanton reserves the right to award the contract(s) to the Contractor(s) which the Village deems to offer the best overall proposal(s). The Village of Swanton is therefore not bound to accept a proposal on the basis of lowest price and further, the Village of Swanton has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Village of Swanton's best interests to do so.

#### 9.0 Incurred Expenses

This RFP does not commit the Village of Swanton to award a contract, nor shall it be responsible for any cost or expense which may be incurred by the Contractor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Contractor prior to the execution of a contract agreement.

#### 10.0 Questions

Questions concerning any portion of this RFP shall be directed via email to Rosanna Hoelzle at [admin@villageofswantonohio.us](mailto:admin@villageofswantonohio.us) or by phone at 419.826.9515.

11.0 Proposal Closing Date and Time

The original proposal and seven (7) copies of the proposal must be received by the Village of Swanton no later than 10:00 a.m. EDT on Tuesday November 6, 2018. The proposals will be opened at that time.

12.0 Delivery of Proposals

All proposals shall be sealed and delivered or mailed, with marked envelope(s) to:

RFP for Village Solicitor Services

Rosanna Hoelzle, Village Administrator

Village of Swanton

219 Chestnut

Swanton, Ohio 43558

13.0 Anticipated Project Timeline

RFP Released	October 16, 2018
Questions Due	October 29, 2018
Issuance of Responses to Questions	November 2, 2018
RFP Due Date	November 6, 2018
Selection of Proposer	November 26, 2018
Approval of Agreement	December 10, 2018

# Appendix A

## Retainer services

1. Attendance at all regularly scheduled Council Meetings
2. Drafting and/or review of routine ordinances
3. Office and/or telephone conferences with Village Officials
4. Services relating to the research and drafting of legal opinions upon request
5. Services relating to the preparation and/or review of contracts, leases or other legal documents

## Non-retainer services

1. Attendance at any Special Meeting of Council or Committee by request
2. Services relating to the representation of the Village in pending or threatened litigation where the Village is a party in all courts except Fulton County Court, Eastern Division
3. Services relating to the researching, drafting, and/or filing of real estate instruments
4. Services relating to research and preparation of extraordinary legislation (i.e. annexation, eminent domain, special assessments).

## BILLING

A statement for services rendered and disbursements incurred shall be submitted monthly, unless Village Solicitor is directed otherwise. All invoices are subject to review and approval by the Village Administrator prior to final payment, which will be made either on a monthly or a quarterly basis, unless a different arrangement is made. The Village Solicitor should apply all amounts received from the Village to the referenced invoices only. One of the Village's priorities is to ensure that the Village Solicitor's invoices provide an accurate reflection of actual activities for each particular matter on a monthly basis. To achieve this objective, each invoice submitted must only include those services and disbursements incurred in a specific month. The Village will not accept any invoice for services that were performed more than 60 days prior to the date of the invoice or invoices that span multiple months. The submission of invoices that do not meet these requirements causes unacceptable distortions in the Village's budgeting and accounting process. In addition, Village Solicitor must submit all invoices no later than 60 days after rendering final services for each matter. The Village reserves the right to reject any invoice that fails to conform to these instructions or this Policy.