

RESOLUTION 11-30 Passed April 25, 2011

**AUTHORIZING THE CITY MANAGER OF
THE CITY OF DEKALB, ILLINOIS TO ISSUE
A REQUEST FOR PROPOSALS FOR
ATTORNEY SERVICES.**

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the City Manager is authorized and directed by the City Council of the City of DeKalb, Illinois, to issue a request for proposals (RFP) for attorney services, a copy of which is attached hereto and made a part hereof as Exhibit "A."

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 25th day of April, 2011, and approved by me as Mayor on the same day. Passed on roll call vote: 4-2-1. Aye: Verbic, Gallagher, Baker, Kammes. Nay: Teresinski, Naylor. Abstain: Simpson.

ATTEST:


STEVEN C KAPITAN, City Clerk


KRIS POVLSSEN, Mayor



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City of
DEKALB

REQUEST FOR PROPOSALS

ATTORNEY SERVICES

ISSUED: APRIL __, 2011

PROPOSALS DUE MAY __, 2011

**Mark Biernacki
City Manager
200 South Fourth Street
DeKalb, Illinois 60115
(815) 748-2090**

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**NOTICE
REQUEST FOR PROPOSAL
TO
CITY OF DEKALB**

LEGAL DEPARTMENT SERVICES

The City of DeKalb, Illinois is seeking proposals from any prospective Proposer for Attorney Services.

Sealed proposals will be received in the City Manager's Office, Room 210, 200 S. Fourth Street, DeKalb, Illinois 60115 until 5:00 p.m. on May ____, 2011. Any proposal unsealed or received after 5:00 p.m. will not be accepted. All proposals faxed or electronically transmitted to the City will be deemed non-responsive, rejected and returned to the Proposer. Proposals transmitted by U. S. Mail or other delivery will be considered only when said proposals are received prior to or at the above stated time. The City does not guarantee that proposals sent by mail or other delivery will be received in time for the scheduled due date and time.

A total of ten (10) written copies and one (1) electronic copy on a disk of the Request for Proposal must be submitted. All proposals shall conform to all the terms and conditions of the Request for Proposal. Failure to conform to the terms and conditions of the Request for Proposal will render the proposal non-responsive and ineligible for further consideration.

Copies of the Request for Proposal may be obtained in the City Manager's Office, Room 210, 200 S. Fourth Street, DeKalb, Illinois 60115 during normal business hours, 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday or on the City's website www.cityofdekalb.com. Questions regarding this Request for Proposal may be addressed to City Manager Mark Biernacki at (815) 748-2090.

The City reserves the right to accept any Request for Proposal or any parts thereof or to reject any and all Request for Proposals or to waive any technicality, informality or irregularity in the proposals received.

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I. SCOPE OF WORK

A. OVERVIEW/GENERAL SCOPE OF WORK

The City of DeKalb, a self-insured municipality, is soliciting proposals from individuals and firms interested in providing attorney services to the City. This is a highly responsible role within the City that involves dealing with complex legal and policy issues and requires interaction with city management, elected and appointed officials, and the state and federal court system and administrative agencies. The position requires knowledge, skill, and abilities in a variety of areas of state and federal laws relating to the operation of a municipality.

In order to provide the legal services to the City, it is expected that the individual or firm selected will be able to demonstrate knowledge, skills and abilities in a variety of areas, including but not limited to the following:

1. Parliamentary Procedure and Robert's Rules of Order;
2. General Municipal Law in Illinois;
3. The Open Meetings Act and Freedom of Information Act;
4. Fire and Police Commission Rules and Regulations (separate legal counsel is provided to the Commission Board);
5. State of Illinois and City of DeKalb Liquor Licensing Requirements;
6. Land Use Law and Zoning Processes and Procedures;
7. Acquiring Easements or other Property Interests through Negotiations or Eminent Domain;
8. Collective Bargaining;
9. Municipal Code Violations and Traffic Violations;
10. Annexation and Development Agreements and Legal Issues Related to Tax Increment Financing, Special Service Areas, Enterprise Zones, etc;
11. Defense of Insurance Claims, including knowledge of the Illinois Tort Immunity Act;
12. Legal Issues relating to Franchising Agreements involving Utility and Cable companies;
13. Workers' Compensation;
14. General Litigation;
15. Bankruptcy;
16. HIPAA; and
17. Personnel issues.

Coverage Requested:

Any Attorney Services Agreement will not be an exclusive contract to provide these services as the City retains the right to hire additional counsel at its discretion. Please note that the City will continue to retain in-house legal staff support who will continue to perform services/support in some areas listed below. In certain areas or on certain issues, the selected Proposer will work in conjunction with the in-house legal staff support. However, the individual or firm selected will be expected to provide the following services at a minimum:

1. Attendance at City Council meetings. The City Council meets the second and fourth Monday of every month with additional meetings during the yearly budget process. A

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representative of the firm selected is expected to attend each of these meetings and serve as parliamentarian at those meetings on behalf of the Mayor and City Council.

2. Provide legal advice to Mayor and City Council members. The attorney(s) is frequently called upon by elected officials to answer questions regarding such matters as parliamentary procedure, conflict of interest and other general legal matters relating to the City.

3. Drafting of Ordinances, Resolutions and Code Revisions. Draft ordinances, resolutions and code revisions on any issue at the request of the City Council or staff for presentation of same to the City Council at a meeting.

4. Contract Review. Draft and/or review all contracts (some examples – annexation, development, intergovernmental, fire protection districts, tax abatement/rebate, independent contractors, real estate, professional services) to make sure they are consistent and clear, satisfied with the description of the obligations of the parties as well as any of the goods or services to be provided by or to the City and ensure all risk management concerns are addressed.

5. Representation to Boards and Commissions. Representation of the City in front of several appointed boards and commissions, including prosecution of liquor licensees in front of the Liquor Commissioner and representing the City's interests in front of the Board of Fire and Police.

6. Service to Boards and Commissions. Prepare agendas, minutes, and correspondence, and attend meetings of the Liquor Commission and Human Relations Commission. The in-house legal staff support will continue to prepare agendas and minutes for these meetings.

7. Legal Advice/Services to City Management Staff. Required to be available and accessible to provide legal advice and service to City staff from all departments, including the City Manager, and the following departments:

- Administration
- Police
- Fire
- Public Works
- Economic Development
- Planning
- Finance
- Information Technology
- Human Resources

Services may range from answering a brief legal question with a telephone call to providing legal opinions on issues that may arise;

8. Insurance Claims. Evaluate, determine liability and respond to claims. Each year the City has claims filed against it requesting payment of damages for a variety of losses, such as vehicle accidents involving City vehicles, trip and fall claims from sidewalks, pothole damage and other issues. The in-house legal support staff will handle the initial processing of the paperwork

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and gathering of information/documentation and will make claims with insurance companies for third party liability.

9. Litigation. Represent the City in litigation whether as a plaintiff or defendant.
10. City Prosecutor Services. Prosecute traffic, ordinance and other code violations.
 - a. All traffic and ordinance violation prosecutions are held at City Hall every Monday. Average of four (4) hours per day.
 - b. Other code violation prosecutions are held before the Administrative Hearing Officer the third Wednesday of each month. Average three (3) hours per day.
 - c. Occasionally attend bond call at the DeKalb County Circuit Courthouse.
 - d. In connection with 10.a. above, the in-house legal staff support will compile all files, gather information/documentation, including police reports for cases, notify witnesses for trials, correspond with police officers, prepare motions, petitions, notices to appear, letters, body writs, warrants, handle telephone calls regarding court-related matters (if a defendant or defendant's attorney wants to discuss plea agreements, then the selected attorney will handle those calls). The files will be physically located at City Hall.
 - e. In connection with 10.b. above, the in-house legal staff support will prepare violation notices and notices of hearings, notify witnesses for hearings, compile files, gather information/documentation for cases.
11. Collective Bargaining. Participate in negotiations with the three bargaining units at the City. Handle grievances and arbitrations.
12. Freedom of Information Act Requests. Review all requests, determine if items are exempt, review documents and prepare correspondence to requestors and Public Access Counselor as necessary.
13. Liquor Licenses. The in-house legal support staff will continue to send out and receive yearly renewal applications, receive and review special events applications, process new applications and prepare the licenses. The selected Proposer will review said applications for compliance with the municipal code prior to a license being issued. The selected Proposer will also review police reports, prepare charges and prosecute violations at hearings before the Liquor Commissioner.
14. Personnel. Advise staff on personnel issues and draft disciplinary memos.
15. Real Estate Transactions. Draft and review contracts, easements, and leases; prepare letters of opinions for Airport and ROW transactions; attend closings; prepare applications for property tax exemptions; maintain and update property and exemption list annually; review tax assessment notices and tax bills annually.
16. Workers' Compensation. Review claims and determine compensability; review medical records; prepare pleadings, correspondence and settlement contracts; conduct trials.

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17. Airport. Prepare agreements and advise on issues dealing with the DeKalb Taylor Municipal Airport.
18. Parking. The in-house legal staff support will continue to process requests to contest tickets; draft letters to repeat offenders and handle telephone calls with violators. The selected Proposer may be consulted on parking issues.
19. HIPAA. Draft and update policies; review subpoenas and requests for records for the Fire Department.
20. Liens. The in-house legal staff support will continue to review supporting documentation and prepare and record liens. The selected Proposer may be consulted regarding this item.
21. Bankruptcy. Review pleadings; prepare proofs of claims as necessary.
22. Research. Conduct legal research on various issues as necessary.
23. Other Services as Required by the City. Provide services in any other area not listed above as required by the City.

II. COST PROPOSAL

The proposal shall include the fees for labor, materials, equipment, and supplies necessary to provide the services as outlined in Section I – Scope of Work.

Proposers will agree to bill the City for attorney's services in 0.1 hour billing units and at hourly rates not to exceed the rates set forth in the proposal.

A description of any other charges that will be billed to the City under the Agreement, such as postage, copying, telephone service, law library, travel expenses, legal research, etc. and when such miscellaneous charges would be imposed.

Please clearly identify what services, if any, you do not provide within your proposal. For services provided, please clearly indicate the fees.

III. VENDOR QUALIFICATIONS

The Proposer shall disclose any potential conflicts of interest that could impact its ability to provide these services to the City.

EXPERIENCE

The Proposer must demonstrate that it has at least five (5) years of experience in the services required in Section I, Scope of Work. Additionally, the Proposer shall provide detail regarding its experience in those services.

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The Proposer will provide a listing of other government agencies or private entities for which similar work has been performed by the Proposer (i.e., provide name of entity, address, phone number, contact person, and brief description of services provided).

Please indicate the name of the attorney who will be the primary contact.

REFERENCES

The proposal shall include the names, addresses and phone numbers of at least three non-affiliated references (reference letters may also be included) currently being serviced by the firm's city attorney counsel.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City that all persons regardless of race, color, religion, sex or national origin shall have maximum practicable opportunity to participate in the performance of contracts or subcontracts.

IV. INSURANCE REQUIREMENTS

The Proposer, at its sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Agreement such required insurance. The specific types and amounts of coverage that will be required are specified below. The City must be named as an additional insured party on every insurance certificate for General Liability.

- (a) Workers' Compensation Insurance - in the statutory amount if required by law and Employer's Liability Insurance in an amount not less than \$1,000,000.
- (b) General Liability Insurance - Bodily Injury - \$1,000,000 each occurrence; \$1,000,000 aggregate Property Damage - \$500,000 each occurrence; 5500,000 aggregate Errors & Omissions - \$1,000,000 each occurrence; \$1,000,000 aggregate.
- (c) Malpractice Insurance - \$1,000,000 each occurrence; \$1,000,000 aggregate.

The Proposer's insurance coverage shall be primary insurance as respect to the City. Any insurance or self-insurance maintained by the City shall not contribute to the Proposer's insurance.

The insurance policies required shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City Manager.

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Insurance is to be placed with insurers authorized to do business in the State of Illinois with Best's rating of no less than A. Exceptions to this clause are at the discretion of the City.

Proposers shall furnish the City with certificates of insurance and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates and endorsements are to be received and approved by the City. The City reserves the right to require complete certified copies of all required insurance policies at any time.

The City shall have no responsibilities whatsoever to Proposer with respect to any insurance coverage, its procurement or the absence thereof.

Proposers expressly understand and agree that any insurance protection furnished by the Proposer hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the provision of the Agreement.

The City maintains the right to modify, delete, alter or change these requirements. The insurer shall agree to waive all the rights of subrogation (workers' compensation - general liability - malpractice) against the City for losses arising from the Agreement.

V. EVALUATION AND SELECTION PROCESS

The City will review all proposals in accordance with the evaluation criteria. The City reserves the right to accept or reject any, some, or all proposals, to take exception to parts of proposals and to request written clarification of proposals and supporting materials. The City further reserves the right to negotiate with any Proposer with respect to amendments to their proposal.

The City will use the following criteria in evaluating proposals:

1. Understanding of the Services Requested: Demonstration of the Proposer's understanding of the services to be rendered.
2. Cost of Services: Proposed services will be evaluated for cost efficiency.
3. Technical Competence: The composition of:
 - a) the professional qualifications and experience of the Proposer necessary for satisfactory performance of services;
 - b) the professional qualifications, certifications and experience of committed personnel;
 - c) general litigation experience in the specific areas of law; and
 - d) performance of the Proposer on other contracts in terms of quality of work and compliance with performance schedules.

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4. Compliance with Insurance Requirements: Stipulations contained in Section IV, Insurance Requirements.
5. Completion of EEOC and Sexual Harassment Policy certification.

VII. TERMS AND CONDITIONS

Proposers must address all requirements outlined in this Request for Proposal. Proposals submitted to the contrary will be considered incomplete and nonresponsive and will be rejected.

All Proposers must submit ten (10) written copies and one (1) electronic copy on a disk of its proposal. The Proposal must be sealed. The Proposer must clearly mark the face of the envelope with the subject of the proposal (Legal Department Services). When proposals are sent by mail to the City Manager, the Proposer shall mail it in sufficient time for it to be received prior to the advertised hour and date for the receipt of proposals. Any proposal unsealed or received after 5:00 p.m. will not be accepted. All proposals faxed or electronically transmitted to the City will be deemed non-responsive, rejected and returned to the Proposer. Proposers may withdraw their proposals at any time prior to a selection.

All costs incurred in the preparation and submission of proposals shall be borne by the Proposer.

General questions regarding the Proposal process should be addressed to:

Mark Biernacki
City Manager
200 S. Fourth St.
DeKalb, IL 60115
(815) 748-2090
Mark.biernacki@cityofdekalb.com

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default with the City upon any debt of contract, or that is defaulter, as surety or otherwise, upon any obligation to said City, or has failed to perform faithfully on any previous contract with the City.

The City reserves the right to accept any Request for Proposal or any parts thereof or to reject any and all Request for Proposals or to waive any technicality, informality or irregularity in the proposals received.

A contract may be awarded to the responsive Proposer whose proposal, in conforming to the Request for Proposal, will be the most advantageous to the City, price and other factors considered. The City may accept within the time specified therein, any proposal, whether or not there are negotiations subsequent to its receipt, unless the proposal is withdrawn by written notice received by the City prior to the response due date. If subsequent negotiations are conducted they shall not necessarily constitute a rejection or counter proposal on the part of the City

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The Proposer shall not assign, sublet, or transfer any part or all of the interest of the Proposer in the Agreement without the prior written consent of the City.

Approximation of Current Hours Spent on Annual Basis

Category	City Attorney	Asst City Attorney
Administrative Hearings		60
Administrative Policies		20
Draft and Review Agreements	500	200
Bankruptcy		20
Collective Bargaining	90	50
Court	180	400
FOIA	120	80
Liability		60
Liquor	200	20
Litigation	80	60
Draft and Review Ordinances/Resolutions	40	20
Personnel	20	20
Real Estate Transactions	40	60
Workers Comp	10	50
Daily Staff Contact	500	600
Human Relations Commission		20
Bid Specs		20
Attend City Council meetings	100	60
Draft and Review Code Revisions	60	40
Parking		20
HIPAA issues		40
Liens		20
Research	60	60

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RATE PROPOSAL

Flat Rate Retainer \$ _____

Please indicate what services will be included in the retainer.

And/or:

A. Hourly Rate, Principal Attorney(s) \$ _____ \$ _____ \$ _____

B. Hourly Rate, Other Attorney(s) \$ _____ \$ _____ \$ _____

C. Hourly Rate, Paralegal/Law Clerk \$ _____ \$ _____ \$ _____

D. Hourly Rate, _____ \$ _____ \$ _____ \$ _____

Please indicate if you charge different rates for different categories as delineated in Section I, Scope of Work.

Additional Charges Anticipated (eg. postage, copying, telephone, law library, travel expenses, etc.)

A. _____ \$ _____ \$ _____

B. _____ \$ _____ \$ _____

C. _____ \$ _____ \$ _____

Signature and Title of Owner or Authorized Person

(Name and Title)

Date

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ATTORNEY SERVICES

AFFIDAVIT

The undersigned certifies that he/she is an agent of the firm shown and as such agent is authorized to submit this proposal on its behalf.

FIRM _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____

FAX _____

AUTHORIZED SIGNATURE _____

NAME/TITLE _____

DATE _____

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CERTIFICATIONS

The undersigned certifies that the firm will comply with the following:

Sexual Harassment Policy

It is in compliance with 775 ILCS 5/2-105(A) (4), which provides as follows:

Every party of a public contract and every eligible bidder shall have a written sexual harassment policy that shall include at a minimum the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policy shall be provided to the City upon request.

Drug-Free Workplace Policy

It shall agree to abide by the terms and conditions of the City of DeKalb's Drug-Free Workplace Policy during the life of the contract.

Equal Opportunity Employment

It does not discriminate on the basis of race, creed, color, sex, religion, age, national origin or ancestry, physical or mental handicap, marital status or matriculation in its employment practices.

AUTHORIZED SIGNATURE _____

NAME/TITLE _____

DATE _____