



Request for Proposal – Issued 11/8/19
Village Attorney Services
Village Prosecutor Service
Village of Shorewood

Proposal Requested

The Village of Shorewood is seeking Village Attorney and/or Village Prosecutor services by licensed individuals in the State of Wisconsin. The Village Attorney will provide all legal services for the Village in order to support the needs of the organization, except for occasional services that require specialized expertise such as labor negotiations, bond counsel, development, prosecution or other matters at the discretion of the Village Board and Village Manager. Contract length for this service will be three years, with the option of renewal annual by the Village Manager for two additional years. The Village Prosecutor will represent the Village in Municipal Court by prosecuting all municipal traffic and non-traffic ordinance violations, jury/non-jury trials, plea negotiations and agreements.

The Village will accept the following types of proposals:

1. Proposal that provides for all of the services outlined under Village Attorney services.
2. Proposal that provide for all of the services outlined under Village Prosecutor services.
3. Proposal that provide for all of the services outlined under Village Attorney and Village Prosecutor services.

Project Background

The Village of Shorewood is a municipal corporation with a population of approximately 13,350. The community has an elected Village Board with a part-time Village President and six part-time trustees (elected every three years at-large), an appointed full time Village Manager that oversees the delivery of services is provided by the Village Manager's Office, Finance Department, Clerk & Customer Service Department, Planning and Development Department, Police Department and Public Works Department. The Village also contracts with North Shore Fire Department, North Shore Health Department along with other vendors for providing essential services.

The Village Board meets twice a month on the first and third Mondays at 7:30 p.m. Prior to this regularly scheduled meeting there are Standing Committees of Village Board members that meet as needed to work on more specific matters of the Board. The Village Attorney regularly attends only the Village Board meeting but may attend Standing Committees as requested on an as needed basis. The Village Attorney also attends the Plan Commission meetings that occur on the fourth Tuesday of each month, Board of Appeals that meets on the second Tuesday at 5:30 p.m., as needed, and Board of Review on an annual basis pursuant to statutory requirements. Shorewood Municipal Court is generally held on the first Wednesday of the month at 5 p.m. for regular court/6 p.m. for trials and the third Tuesday of the month at 5 p.m. for juveniles/5:30 p.m. for parking.

Estimated Timeline

Public Safety Committee considers RFP	August 5
Village Board considers RFP	September 3
RFP distributed	November 8
Deadline for proposal questions	November 22
Proposal question responses emailed	November 27
Proposals due	December 18
Firms notified of interview	week of January 13
Interviews (if needed)	January 23 – 24
Village Board approval of individual/firm	February 3
Proposed ordinance updates (if needed)	
Village Board approval of agreement	February 17
Ordinance amendment (if needed)	

The above schedule for review by the Village is subject to change. The Village will not be legally obligated to adhere to the dates for interviews, recommendations and award. Interviews will be with staff and members and the Board chairperson of the recommending Board Committee.

Scope of Services

Village Attorney Services

- A. The Village Attorney serves as a statutory officer and chief legal advisor for the Village of Shorewood. The individual/firm selected must be licensed to practice law in good standing in the State of Wisconsin. The Village Attorney provides legal services needed by the Village in order to support the needs of the organization through the Village Manager, Village Board and staff, except for occasional services that require specialized expertise for labor negotiations, bond counsel, development and prosecution, as follows:
1. Provide clear and concise legal advice and consultation (oral and written) as requested or required to the Village Manager, Village Board and staff on a variety of matters pertaining to all aspects of governance.
 2. Must be accessible by phone and email in a timely manner. Contacts are usually made by email or telephone and a twenty-four-hour response time is expected.
 3. Research and interpret laws, court decisions and other authorities for preparing legal opinions and to advise the Village Board and staff on legal matters pertaining to the Village.
 4. Draft, review and/or revise documents when directed, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, development agreements, Village policies, open records, leases, deeds, loans, permits and staff reports. Clear and concise, well-organized writing is required.
 5. Provide legal opinions and advise including recommendations for updating existing Village codes, resolutions and other policies/practices.
 6. Provide Village staff with assistance, legal research and counseling on matters such as 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.
 7. Represent the Village in intergovernmental projects and other matters as requested.
 8. Coordinate the work of outside legal counsel, as needed and directed by the Village Manager or Village Board.
 9. Prepare correspondence and other legal documents on behalf of the Village as directed.
 10. Provide information regarding legislation or judicial opinions to the Village Manager, Village Board and staff that have potential impact to the Village.

11. Represent and advise the Village Board, Village officers, boards and commissions in all matters of law pertaining to their offices.
12. Attend regular and special Village Board, Plan Commission, Board of Appeals and Board of Review and advise the groups on matters on the agenda as well as procedural matters that may arise during and following the meeting.
13. Represent the Village before governmental bodies and agencies to promote the interest of the Village as requested by the Village Manager and Village Board.
14. Provide guidance on legal advice on Wisconsin Open Meetings Law and parliamentary procedure.
15. Work with Village staff in evaluating and determining whether to initiate/continue prosecution in specific cases.
16. Routine legal services at the discretion of the Village Manager and Village Board such as representing the Village in litigation, mediation, proceedings before local/State/Federal courts or administrative agencies.
17. Perform other duties as directed by the Village Manager and Village Board.

Village Prosecution Services

- A. The Village Prosecutor is a specialized position serving as prosecutor before the Village of Shorewood Municipal Court. The individual/firm selected must be licensed to practice law in good standing in the State of Wisconsin. The Prosecutor provides the following services:
 1. Prosecution of all Village ordinances, including traffic violations, before the Municipal Court.
 2. Jury and non-jury trials, plea negotiations and agreements.
 3. Work with Village staff in evaluating circumstances to determine prosecution in specific cases.
 4. Answer correspondence and telephone inquiries regarding Municipal Court matters, including inquiries from Village personnel, defendants, victims and witnesses.

Additional Information

- A. The Village does not provide space for offices in our municipal facilities; however, a meeting room(s) may be available upon request as needed.
- B. The hours that have been expended providing Village Attorney and Village Prosecutor services over the last three years are illustrated below for reference.

	2016	2017	2018
Village Attorney Hours	454	564	457
Village Prosecutor Hours	303	265	238

Proposal Content

The proposal should not exceed ten (10) single-sided pages and should address the following:

1. Name, address, telephone number, email and contact person for the proposal submitted. A statement of your individual and firm’s specific abilities to provide the required professional services and qualifications related to the Village’s needs.
2. Brief history of individual or firm.
3. Key personnel proposed as project team members, including resumes.

4. References of other municipalities for which the firm has provided similar professional services. Reference information must include:
 - a. Municipal Name
 - b. Contact Person
 - c. Telephone number and email
 - d. Firms key personnel assigned to the municipality.

5. Cost.
 - a. Provide an hourly rate for Village Attorney and Village Prosecutor services, inclusive of all services to be provided. Please outline hourly fees for each attorney, other team member as assigned or other expenses in which the Village may be billed for services for 2020, 2021, 2022, 2023 and 2024.
 - b. Please note there will be no reimbursement for travel time, meals, or mileage; these incidental costs should be included in the hourly rates.
 - c. Please indicate the smallest increment of time used for billing purposes. Invoice for services provided on an hourly or cost-plus basis shall include detail of the attorney(s) and support staff time and activity description.
 - d. In the alternative, the firm may propose a flat-all inclusive monthly rate with add-ons or a combination for the Scope of Services by year: 2020, 2021, 2022, 2023 and 2024.

6. Contract
 - a. Please attach a copy of your standard contract for these types of services in the email submitting the proposal.

Terms and Conditions

Payment Terms

Monthly invoices for services will be processed within 30 days, pending verification and the receipt of any required documentation of services provided in accordance with the terms of the agreement.

Insurance

The successful firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Shorewood.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the firm without the written consent of the Village. If all or a portion on the contract work is proposed to assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

The firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

Contract Period

Contract length for both Village Attorney and Village Prosecutor will be three years, with the option of annual renewal by the Village Manager for two additional years.

Termination of Contract

Village Attorney services to be defined in the contract document.

Village Prosecutor services contract must allow for termination without cause by the Village of Shorewood with 120 days-notice.

Professional Services Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully-executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Shorewood.

Selection Criteria

Proposals will be evaluate based upon the following:

1. Qualifications and experience of the attorney/attorneys and/or firm(s) in working with municipal government and the area(s) of expertise.
2. Experience, technical competence and diversity of the team assigned to the project.
3. Cost
4. References

Instructions to Firms

Submittal Instructions

1. Please provide (5) hard copy proposals and (1) digital copy of the proposal via email to:
Rebecca Ewald, Village Manager
3930 Murray Avenue
Shorewood, WI 53211

rewald@villageofshorewood.org
2. Identify proposal name into subject line of the email:
“Village Attorney and/or Village Prosecutor Services”
3. Deadline:
Noon, CST
Wednesday, December 18, 2019
4. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
5. Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Shorewood to do so.

Amendments

Amendment of proposals may be done as follows:

By Village: Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.

By Firm: Proposals may only be amended after receipt by the Village by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Village.

Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening of proposals.

Contract Administration

The staff member below is the primary contact for contract administration of this proposal:

Rebecca Ewald, Village Manager
rewald@villageofshorewood.org
414-847-2701

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