



Request for Proposals

City Corporation Counsel

City of Rye, New York

1051 Boston Post Road, Rye, New York 10580

www.ryeny.gov

SECTION 1: PURPOSE

The City of Rye hereby requests proposals from qualified attorneys to provide legal counsel and representation to the City of Rye in the capacity of Corporation Counsel. Proposers must have a demonstrated expertise and experience in municipal law, environmental law, land use issues, and other related areas.

SECTION 2: BACKGROUND

The City of Rye is located in the southeastern portion of the State on the Long Island Sound in Westchester County, approximately 25 miles northeast of New York City, at the intersection of Interstates 287 (east-west) and 95 (north-south). The City of Rye operates under a Charter providing for a City Council/City Manager form of government.

The City Council is the legislative and policy making body of the City, and is composed of the Mayor and six Council members, all of whom are elected on a partisan basis at-large, to serve four year overlapping terms. The next election will be in the Fall of 2011 at which three council members are up for election. The City Council adopts local laws and ordinances, authorizes the raising and appropriation of funds, and awards all contracts for public works and purchase contracts requiring competitive bidding under State Law.

The Corporation Counsel position is appointed by resolution by the City Council.

Additional information about the City of Rye is available at www.ryeny.gov

SECTION 3: RECEIPT OF PROPOSALS

Address questions concerning the requirements of this RFP to the name provided below. Eight (8) copies of the proposal must be submitted by 5:00 PM on September 20, 2010 to:

Scott D. Pickup
City Manager
City of Rye
1051 Boston Post Road
Rye, New York 10580
Phone: (914) 967-7404
Fax: (814) 967-4604
Email: manager@ryeny.gov

SECTION 4: QUALIFICATIONS OF PROPOSER

- 1) Each proposer shall provide a statement of qualifications including:
 - a) A curriculum vitae of the individual proposed for Corporation Counsel which details qualifications, years and types of experience, education, accomplishments, etc.
 - b) Describe prior municipal experience and list of current represented municipalities and capacity in which attorney serves those municipalities.
 - c) A summary of the attorneys general experience in municipal law, environmental law, land use issues, and other related areas including but not limited to applications and permits related thereto, and specific experience in litigation, hearings or other formal proceedings in those areas.
 - d) Provide three (3) professional references, including telephone numbers and email addresses if available. Municipal references are preferred.
 - e) Proposed salary requirements including retainer fee and hourly rate for additional services.
 - f) Any additional information which would serve to distinguish the candidate from other candidates submitting proposals.
- 2) The City or Rye may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Rye including without limitation proof of ability in direct and cross-examination, opening and closing statements, deposition taking and defending, jury selection and writing of memoranda, pleadings and briefs.

SECTION 5: SCOPE OF SERVICES

- 1) The selected proposer(s) will be required to act as Corporation Counsel for the City in connection with municipal, litigation, environmental, land use and/or other municipal matters as needed.
- 2) Duties to be performed by the selected proposer(s) include, but are not limited to the following: Render legal opinions and advice to the City in its on-going municipal management operations including preparation of statements, forms, documents, applications and permits related thereto; assist the City in strategies and negotiations necessary to facilitate the City's current and future management plans; represent the City in existing and future litigation related to environmental, land use, personnel, or other areas deemed necessary by the City in its overall best interest and as authorized and assigned by the City Council.
- 3) Corporation Counsel is expected to handle most litigation, excluding civil rights, insurance related, and labor- related litigation. Counsel must provide detailed analysis of the litigation at the outset, including advice on the likelihood of success. Regular detailed updates on the progress of the case must also be provided.
- 4) The Corporation Counsel shall act as the functional head of the Law Department yet must seek approval from the City Council before retaining outside counsel.
- 5) Corporation Counsel must require that outside counsel execute approved retainer agreements with the City and provide a detailed budget at the commencement of all work. Outside counsel will be held to the same level of engagement with reporting of litigation as outlined in (3) above.
- 6) Corporation Counsel must disclose any prior or existing relationship with outside counsel before said is retained. Corporation Counsel should not receive any benefit as a result of sending work to outside Counsel.
- 7) Corporation Counsel attends City Council meetings and provides advice as needed.
- 8) Maintain regular contact with all City Departments, and assist as needed.
- 9) The selected proposer(s) will be required to brief the City Council and the appropriate City departments and provide status reports on all matters assigned. In addition, the selected proposer(s) will be required to provide the City with copies of all pleadings, documents, etc. produced or used in the engagement.

SECTION 6: CONTRACT

The selected proposer(s) will be required to execute a contract with the City of Rye. This agreement will provide for annual review of compensation and evaluation of performance. The City reserves the right to terminate the contract at any time, with or without cause, by thirty (30) days written notice.

SECTION 7: TERMS AND CONDITIONS

- 1) Each proposal submitted will be the document upon which the City of Rye will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2) Proposers shall thoroughly examine and be familiar with the City's specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
- 3) Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 4) Submission of a proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 5) The City of Rye reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.
- 6) All materials submitted in response to this RFP will become the property of the City of Rye.

- 7) The City agrees, to the extent permitted by law, to hold all material and information belonging to the proposer, which it deems to be confidential, in strictest confidence. The proposer agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information.
- 8) Any award of the legal services work shall be conditioned on the execution of a formal written contract. The City of Rye reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.