



VILLAGE OF DOBBS FERRY
GENERAL MUNICIPAL LEGAL SERVICES
REQUEST FOR PROPOSAL

PROPOSALS DUE: October 1, 2018

Bob McLoughlin	Mayor
Donna Cassell	Deputy Mayor
Vincent Rossillo	Trustee
Lawrence Taylor	Trustee
Nicole Sullivan	Trustee
Maura Daroczy	Trustee
Christy Knell	Trustee

Issued: September 7, 2018

Project #2018-GMLS

REQUEST FOR PROPOSAL FOR GENERAL MUNICIPAL LEGAL SERVICES

**Issued by the
Village of Dobbs Ferry**

**112 Main Street
Dobbs Ferry, New York 10522
www.dobbsferry.com**

**Date Issued:
September 7, 2018**

**Response Due By:
Monday, October 1, 2018
11:00 AM**

**REQUEST FOR PROPOSAL & QUALIFICATIONS (RFP)
FOR
GENERAL MUNICIPAL LEGAL SERVICES**

I. PURPOSE AND INTENT

Through this Request for Proposal & Qualifications (RFP), the Village of Dobbs Ferry (hereinafter the “Village”) seeks to engage a professional firm as Attorney for the Village, commencing December 3, 2018 or upon appointment, whichever is later. This contract will be awarded through a fair and open process.

II. PROPOSAL SUBMISSION

An original (clearly marked as the “ORIGINAL”) and seven (7) full, complete and exact copies of each proposal shall be submitted in a sealed envelope. The sealed envelope must be marked “REQUEST FOR PROPOSAL – GENERAL MUNICIPAL LEGAL SERVICES” and addressed to:

Ms. Charlene Indelicato, Village Administrator
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

The proposal must be received no later than October 1, 2018 at 11:00 AM

Proposals will be publicly opened immediately thereafter in the Village Board Room located at 112 Main Street, Dobbs Ferry, NY 10522.

**Faxed proposals will not be accepted
Proposals received after the deadline will not be considered.**

Any inquiry concerning this RFP should be directed in writing to:

Ms. Charlene Indelicato, Village Administrator
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522
cindelicato@dobbsferry.com

GENERAL CONDITIONS

The Village of Dobbs Ferry is seeking a qualified Attorney/firm with significant experience in municipal law matters, to provide GENERAL MUNICIPAL LEGAL SERVICES. The Proposal submitted should include a lump sum price to provide the services described in the "Legal Service Specifications - Part 1" section of this RFP. On a separate sheet for each, provide a detailed schedule of rates for all partners, associates or employees sheet, for legal services described in "Legal Service Specifications - Part 2". Finally, Vendors should include a list of any miscellaneous costs for which the Attorney may seek reimbursement.

The following General Conditions apply to all Vendors, all Proposals submitted in response to this RFP, and all subsequent contracts.

1.0 Qualifications of Vendor.

- 1.1. The Successful Vendor shall be an Attorney, duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of 7 years experience. The Village expects that all legal work will be done by, or under the direct supervision of an Attorney with the aforementioned qualifications. The Attorney shall be personally and corporately responsible for the actions of his or her legal staff. For purposes of this Request for Proposal the term Attorney shall also mean a qualified law firm including all partners and/or associates of the firm, with not less than one-half of the Attorneys of the firm duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of 7 years experience.
- 1.2. In the performance of the services requested, the Attorney shall be an independent contractor. The Attorney shall perform the services on behalf of the Village, however, the Attorney shall agree that neither it, nor its employees, agents, contractors, and/or subcontractors will hold themselves out as, nor claim to be, officers or employees of the Village, or of any of its departments, agencies, or units thereof.

Limitations on Work during Tenure.

- 2.1. The consulting Attorney must agree not to perform any private consulting work representing any individual or corporation making application to, or appearing before any Board or other instrumentality within the Village of Dobbs Ferry while serving as Village Attorney.
- 2.2. Attorney shall not employ independent consultants, associates, or subcontractors to represent or provide legal services to the Village or any instrumentality thereof, without the express consent of the Village.
- 2.3. Attorney shall hold harmless and indemnify the Village from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Attorney, its officers, trustees, employees, agents, servants, or independent contractors or

subcontractors to the extent set forth in the Insurance Requirements, contained in this request for Proposals.

3.0 Contract.

- 3.1 Acceptance of Proposal. The Village of Dobbs Ferry may at its option notify a Vendor in writing that its proposal has been accepted and such acceptance shall at the Village of Dobbs Ferry's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Vendor shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Village of Dobbs Ferry has delivered either a signed notice in writing to the Vendor or a fully executed written Contract to the Vendor.
- 3.2. The Village desires to enter into a professional services Contract as the "Contract" for legal services. Within twenty-one days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract for the performance of the serviced identified in this Proposal.
- 3.3 Unless otherwise agreed for a specific task and based on time and material in accordance with the submitted hourly fee schedule, compensation for services rendered will be annual lump-sum fee submitted by Attorney in response to this RFP, paid in twelve equal installments. For specific legal services not covered under the "Specifications" list of services for which a lump sum proposal has been submitted, the Village may request a fixed fee or a not-to-exceed fee on any given project, subject to any conditions and exceptions agreed to by the parties.
- 3.4 Duration. It is intended that this Contract will be for a duration of one year with up to two (2) one year extensions. The Contract for legal services may be terminated by either party by thirty days written notice. The Contract will provide for annual review of compensation and evaluation of performance. The Contract is nonexclusive and allows the Village to obtain legal services from other providers if, for any given project, it determines such services to be necessary.
- 3.5 The Proposal must contain a detailed resume of the Attorney who will work with the Village and has primary responsibility. Detailed resumes and levels of responsibility for each person who will work with the Village (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.
- 3.6 Contractual Relationship. No contractual relationship that results from this request for this proposal shall impose any liability or duty on the Village of Dobbs Ferry for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits and social security.

- 3.7 Use of Other Legal Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Village's rights and abilities to use other Attorneys to provide legal services for any reason.
- 3.8 Payment. The successful Vendor shall submit an invoice for payment of services on a monthly basis. The invoice shall include a portion of the annual fee for services accepted by the Village Board of the Village of Dobbs Ferry. The invoice shall also include a detailed description of all additional services rendered by the Attorney or the Attorney's staff for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The Attorney and any other individual being invoiced shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought.
- 3.9 Negotiation Delay. If any contract cannot be negotiated within sixty (60) days of notification to the designated Vendor, the Village of Dobbs Ferry may terminate negotiations with that Vendor and negotiate a contract agreement with another Vendor of its choice.
- 3.10 Subcontracting. The successful Vendor shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Village of Dobbs Ferry.

General Requirements of Services.

- 4.1 The Attorney shall provide monthly billing statements based on logs kept by any individual for which payment is sought, which clearly indicate personnel and work performed, with dates and hours, categorized for each item on the list of services.
- 4.2. The selected Attorney will be expected to provide the Village with copies of all work product without limitation which shall include legal opinions, reports, analyses, correspondence, and any other documents produced in connection with the consulting relationship with the Village in printed form as well as in electronic form, as requested. The Village shall own all rights, title and interest, including all copyrights and intellectual property rights, to all documents that are created in connection with the consulting relationship with the Village. The Attorney shall provide all material prepared for each work project to the Village directly. No information shall be released to any party other than the Village without the approval of the Village.
- 5.0 Insurance
- 5.1. It is a requirement of the Village of Dobbs Ferry that the Vendor shall procure and maintain at his own expense, and without expense to the Village of Dobbs Ferry, the insurance specified in 5.2 below to the extent applicable, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP.
- 5.2. The consulting Attorney, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to:

- 5.2.1. Worker's compensation insurance;
- 5.2.2. Comprehensive general insurance; and
- 5.2.3. Automobile liability insurance (including contractual liability coverage);
- 5.2.4. Professional liability insurance;
- 5.2.5. Minimum wage requirements;
- 5.2.6. Unemployment insurance requirements of the Labor Law;
- 5.2.7. Federal and state employment taxes.

6.0 Miscellaneous Provisions.

6.1 Compliance With Laws. This RFP and any contract entered into between the Vendor and the Village of Dobbs Ferry shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Vendor shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Village of Dobbs Ferry to terminate any contract.

6.2 The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.

6.3 Record Keeping. The selected Attorney under contract to provide legal services shall maintain complete legal records and files on any matter in which they have rendered services to the Village. All such records compiled by the Attorney pursuant to any contract in furtherance of this RFP shall revert to the Village of Dobbs Ferry upon termination of the contract, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all similar recorded data.

7.0 General Scope of Services

7.1 The successful vendor shall have substantial knowledge and experience in the interpretation and application of state and federal laws as they relate to municipal corporations, municipalities.

7.2 The successful vendor shall have knowledge of Roberts Rules or Order as it relates to Parliamentary duties at public meetings.

7.3 The successful vendor shall have experience in all aspects of contract law.

7.4 The successful vendor shall have experience in the New York State Environmental Quality Review Act, otherwise known as SEQRA.

7.5 The successful vendor shall maintain a knowledge of issues facing the Village of Dobbs Ferry and be prepared to offer legal opinions in writing.

7.6 Prior to commencement of the contract, the Attorney shall have detailed knowledge of Dobbs Ferry's Building Code and other municipal codes and regulations.

LEGAL SERVICE SPECIFICATIONS PART I

The Village is seeking a RFP from qualified Attorneys to provide general municipal legal services to the Village of Dobbs Ferry, including legal services to the Board of Trustees, Planning Board, Architectural & Historical Review Board, Zoning Board of Appeals, Building Department, Village Administrator, Department of Public Works and such other departments as may be requested.

1. For those vendors wishing to submit a proposal to provide general municipal legal services
 - a. Proposals should include a lump sum proposal for providing legal services identified under Legal Service Specifications – Part I, for a twelve (12) month duration. The lump-sum proposal should include all staff time to complete the tasks, including any research required.
 - b. A schedule of hourly rates for all personnel of the Attorney or firm should be provided for those legal services identified under Legal Service Specifications – Part II.

A general description of services for Legal Service Specifications – Part I is provided below.

1. General Advice to the various Boards and Management Staff. Provide general advice and both verbal and, as requested, written opinions on a variety of legal issues involved in the operation of municipal government to the elected officials, appointed officials and management staff. This would include, but not be limited to, interpretation of municipal laws and regulations, drafting and/or reviewing competitive procurement instruments, and drafting legal documents such as contracts and indemnification agreements. The Attorney will be expected to issue written legal opinions to the Village at the agreed upon time.
2. Board of Trustee Meetings. The Attorney shall attend all meetings of the Village Board of Trustees to provide guidance and legal advisory on legal issues that may arise.
 - a. The Attorney shall prepare a memorandum updating the Board of Trustee concerning ongoing issues, projects and matters the Attorney is working on the Friday before each Board of Trustee meeting.
 - b. The Attorney shall prepare, or assist in the preparation of resolutions and motions for the Board of Trustee meetings.
 - c. The Attorney shall act as Parliamentarian during meetings.
3. Freedom of Information and Open Meetings Law. The Attorney shall provide written advisory opinions to elected officials, appointed officials and management staff when requested on issues involving Public Officers Law, Article 6 and Article 7.
4. Ethics and Conduct. The Attorney shall provide written advisory opinions to elected officials, appointed officials and management staff when requested on issues involving General Municipal Law Article 18. When requested, the Attorney shall counsel individuals on ethics, conflicts of interests or conduct within the workplace.

5. Coordination with Other Legal Service Contractors. As requested by the Mayor, Village Administrator and /or Board of Trustees, the Attorney is expected to work with other legal service contractors retained by the Village as well as the Town of Greenburgh and County of Westchester attorneys.
6. Proactive Legal Advice. Keep abreast of changes in law and other factors impacting municipal government. Provide guidance to department managers and others through memoranda on matters that will improve understanding of legal issues and municipal operations.
7. Contracts. Prepare, or assist in preparing contracts and professional service agreements for contractors and vendors providing services to the Village. Review on behalf of the Village contracts provided by others including, but not limited to State Agencies.
8. Department of Public Works. The Attorney shall provide legal opinions to the Department of Public Works as requested, and periodically prepare on behalf of the Department such correspondence as may be requested.
9. Planning Board. Provide legal support services to the Planning Board as requested, including but not limited to provide legal advisory opinions and interpretation of the Village of Dobbs Ferry Code and Vision Plan.
 - a. Meeting Attendance and Participation: The selected Attorney will be expected to attend the Planning Board's regular monthly meetings, and other meetings as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the Planning Board.
 - b. Work with the Village Planners, Building Officials and Engineers to prepare, or assist in the preparation of resolutions as may be requested.
 - c. The Attorney shall act as Parliamentarian during meetings.
10. Architectural Historical Review Board. Provide legal support services to the AHRB as requested, including but not limited to provide legal advisory opinions and interpretation of the Village of Dobbs Ferry Code and Vision Plan.
 - a. Meeting Attendance and Participation: The selected Attorney will be expected to attend AHRB regular monthly meetings when an application concerning an application in the five districts governed by the Board of Trustees, and other meetings as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the AHRB
 - b. Advise on the meaning and application of the Village Code, Vision Plan, or any State or federal laws.
 - c. Prepare, or assist in the preparation of resolutions as may be requested.
 - d. The Attorney shall act as Parliamentarian during meetings.

11. Zoning Board of Appeals. Provide legal support services to the Zoning Board of Appeals as requested, including but not limited to provide legal advisory opinions and interpretation of the Village of Dobbs Ferry Code, the Vision Plan and related state and federal laws.
 - a. Meeting Attendance and Participation: The selected Attorney will be expected to attend Zoning Board of Appeals regular monthly meetings when an application involving the five districts governed by the Board of Trustees is on the agenda, and other meetings as may be periodically requested, at which time the Attorney shall be prepared to respond to questions on matters before the Zoning Board of Appeals.
 - b. Prepare, or assist in the preparation of resolutions as may be requested.
 - c. The Attorney shall act as Parliamentarian during meetings.
12. Building Department. Provide legal support services to the Building Department as requested, including but not limited to providing legal advisory opinions and interpretation of the Village of Dobbs Ferry Code. Prosecute in the Village Court violations issued by the Building Department.
13. Mayor. Provide legal support services to the Mayor as requested, including but not limited to providing legal advisory opinions and interpretation of the Village of Dobbs Ferry Code.
14. Board of Trustees. Provide legal support services to the Board of Trustees as requested, including but not limited to providing legal advisory opinions and interpretation of the Village of Dobbs Ferry Code.
15. Village Administrator. Provide legal support services to the Village Administrator as requested, including but not limited to keeping the Village Administrator advised of ongoing issues and projects that the Attorney is working on as well as providing legal advisory opinions and interpretation of the Village of Dobbs Ferry Code.
16. Local Development Corporation (LDC). Provide legal support services for ongoing issues and projects as well as providing legal advisory opinions of the Corporation.

A general description of services for Legal Service Specifications – Part II is provided below.

1. General Litigation and/or Lawsuits. Provide for the defense of the Village, its Boards, Departments, elected officials, appointed officials, and employees against any general litigation or lawsuits filed against same in the performance of their duties when authorized by the Board of Trustees.
2. Defense of Claims. The Attorney shall protect the interests of the municipality in defending against claims for damages. These include claims for damages resulting from defects in a public way, the backup of sewage or flooding of stormwater, or injuries on Village property unless covered by insurance. A complete understanding of the Village's insurance coverages and availability for financial participation in the defense and/or payment of claims is necessary. When the Village's insurance company provides defense, the Attorney should assist the insurance company attorneys as requested.
3. Legal Proceedings. Represent the Village before any state or federal court and governmental agencies in which the Village is likely to appear in the usual pursuit of its municipal functions, including but not limited to Article 78 Proceedings against the Village and any Village Board as well as any board members.
4. Utility Operation and Regulation. The Village has special counsel to represent the Village in contract negotiations for utility regulations through the consortium of Village. The Attorney is expected to be knowledgeable concerning the Village's agreements and any issues that arise in the ordinary course of business.
5. Public Construction. Advise on legal issues concerning designing, bidding, constructing and managing public facilities.
6. Easements and Acquisitions. The Attorney shall assist in the acquisition of drainage easements by, and on behalf of the Department of Public Works, or such other easements as may be requested by the Village Board of Trustees. The Attorney shall prepare such documents as may be necessary and complete any filings for the acquisition of any real property by the Village.
7. Special Districts. The Attorney shall prepare such documents as may be necessary, complete any filings needed and otherwise assist in the formation of special improvement districts.
8. Local Laws and Ordinances. The Attorney shall prepare, or assist in the preparation of local laws and ordinances as requested by the Village Board.
9. Planning Board Services. The selected Attorney will provide legal opinions of and answer inquiries relating to site plans, subdivision plans, land improvement plans, land disturbance plans, and construction plans for projects proposed by applicants to be developed in the Village.

The Village has express authority under Chapter 169 of the Village Code to require land use applicants to reimburse the Village's legal fees for the review of applications before its various boards and commissions. In addition, reviews under the State Environmental Quality Review Act are subject to reimbursement by applicants. Of course, fees must be reasonable and necessary and incurred in connection with the Village's examination and action on an applicant's project.

- a. Prepare, or assist in the preparation of easements, including but not limited to drainage easements, water easements and conservation easements.
 - b. Oversee and assist in the formation of any deed transferring ownership of any parcels or lots to the Village, by means of fee-simple or as otherwise determined appropriate by the Village.
 - c. Review title reports.
 - d. Advise on the meaning and application of the Village Code, or any State or federal laws.
 - e. The Attorney may be requested to meet with the Village from time to time, or to assist the Village in meetings with the developers and property owners to discuss proposed projects.
 - f. The Attorney may be requested to meet with developers and property owners from time to time to discuss proposed projects.
 - g. The Attorney will be expected to review, as may be submitted each month, plans, reports and other materials submitted to the Planning Board related to any legal issues in a timely manner, without unreasonable delays, identify additional information required from the applicant, and recommend courses of action, as required. Materials are typically submitted 7 days prior to the regular meeting.
 - h. The Attorney will be expected to issue written legal opinions to the Planning Board and Village at the agreed upon time.
10. Architectural Historical Review Board. The selected Attorney will provide written legal opinions of and answer inquiries relating to projects proposed by applicants to be developed in the Village. The Village has express authority under Chapter 169 of the Village Code to require land use applicants to reimburse the Village's legal fees for the review of applications before its various boards and commissions. In addition, reviews under the State Environmental Quality Review Act are subject to reimbursement by applicants. Of course, fees must be reasonable and necessary and incurred in connection with the Village's examination and action on an applicant's project.
11. Zoning Board of Appeals. The selected Attorney will provide written legal opinions of and answer inquiries relating to projects proposed by applicants to be developed in the Village. The Village has express authority under Chapter 169 of the Village Code to require land use applicants to reimburse the Village's legal fees for the review of applications before its various boards and commissions. In addition, reviews under the State Environmental Quality Review Act are subject to reimbursement by applicants. Of course, fees must be reasonable and necessary and incurred in connection with the Village's examination and action on an applicant's project.

**ANNUAL FEE FOR LEGAL SERVICES PROPOSAL FORM
IN ACCORDANCE WITH SPECIFICATIONS
FOR GENERAL MUNICIPAL LEGAL SERVICES**

TO: VILLAGE OF DOBBS FERRY, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

_____ AND BEING
RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME, AGREES TO
FURNISH PROFESSIONAL SERVICES TO PROVIDE GENERAL MUNICIPAL LEGAL
SERVICES IN ACCORDANCE WITH THE "SPECIFICATIONS" CONTAINED IN THE REQUEST
FOR PROPOSAL DOCUMENTS, THE PROPOSAL SUBMITTED BY MY FIRM, AND THE
SCHEDULE OF FEES ATTACHED HERETO.

1. PROPOSAL - LUMP SUM AMOUNT

AMOUNT (IN NUMBERS) \$ _____

AMOUNT (IN WORDS) \$ _____

**2. ALSO ATTACH FEE SCHEDULE AND HOURLY BILLING RATES TO
THIS PAGE FOR ADDITIONAL WORK DESCRIBED UNDER THE GENERAL
CONDITIONS.**

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS (ATTACH
AN ADDITIONAL PAGE IF REQUIRED)

1. _____

2. _____

UPON ACCEPTANCE OF THIS PROPOSAL, VENDOR AGREES TO COMPLY IN ALL
RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

DATED: _____

BY: _____ Legal Name (Person/Firm/Corporation)

STREET

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

E-MAIL ADDRESS

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO
THE VILLAGE OF DOBBS FERRY**

Name of Vendor: _____

Address: _____

Telephone: _____ Fax: _____

The Reporting Entity is: (Please check one)

_____ Individual _____ Corporation _____ Partnership

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Village of Dobbs Ferry also an officer or employee of the Village of Dobbs Ferry, or the spouse, or the child or dependent of a Village officer or employee? Yes _____ No _____

If yes, please provide details:

Related Owners:

1) If you are the owner of the Company, are you or your spouse, an officer or employee of the Village? Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word “interest” shall be used. Interest means a direct or indirect pecuniary or material benefit accruing to a Village officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Village or otherwise. For the purpose of responding to these questions, a Village officer or employee shall be deemed to have an “interest” in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Village;
- b. A firm, partnership or association of which such officer or employee is a member or employee;

- c. A corporation of which such officer or employee is an officer, director or employee; and
 - d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.
- 2) Do any officers or employees of the Village have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes _____ No _____

If yes, please provide details:

I am the _____ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

Signature _____ Print Name and title _____

STATE OF)
COUNTY OF)

Sworn to me before this _____ day of _____ 2018

