

**ESCAMBIA CHILDREN’S TRUST
SOLICITATION OF LEGAL SERVICES**

Timetable

1. One paid advertisement for Solicitation of Legal Services via Escambia-Santa Rosa County Bar eblast between June 24 and July 9, 2021.
2. Date of Written Question Deadline June 30, 2021.
3. Date of Responses to Solicitation of Legal Services due by 5:00pm July 9, 2021.
4. Proposal opening and review by Executive Committee, 9:00 am July 13, 2021, Board of County Commissioners.
5. Review and recommendation by Executive Committee, 8:30 am July 23, 2021, Escambia County School Board District Offices, 75 N. Pace Blvd.
6. Recommendation to full Board, August 10, 2021, 5:30 pm, Board of County Commissioners.

SPECIFICATIONS

I. INTENT

The Board of the Escambia Children’s Trust (“Trust”) seeks qualified law firms to serve as Legal Counsel for the Escambia Children’s Trust and provide other legal services encompassing the traditional scope of work including legal counsel, opinions, consultation and coordination with special counsel beginning August 16, 2021.

Preference will be given to those submittals demonstrating extensive experience in governmental law. The successful applicant(s) shall possess sufficient resources to ensure that the demands of the legal needs of the Trust will be met on a timely basis. This relationship will be on a consulting or contractual basis, as opposed to a staff position. While not required, preference would be that legal counsel maintains an office in the local area.

Counsel will provide general legal counsel to elected or appointed officials, representatives, and employees of the Trust and to represent the Trust and its authorized officers, representatives, and employees on matters relating to the Trust; provide written opinions, draft ordinances and ordinance amendments, to all Trust departments in their conduct of business. Attendance at monthly Trust and Committee meetings is required.

The Trust seeks a fixed rate arrangement for identified legal services. The Trust also wishes to identify a fee schedule and other identified services.

For more information on the Escambia Children’s Trust, visit www.escambiachildrenstrust.org.

II. TERMS OF AGREEMENT

The Agreement shall remain in effect until terminated by either party. Notwithstanding any other provision of the Agreement to the contrary, the Agreement may be terminated at any time by either party upon sixty (60) days written notice.

III. SCOPE OF WORK

Under the proposed Agreement, Counsel will provide the following services on a fixed rate arrangement.

1. Provide legal advice, counsel, services, and consultation to the Trust elected and appointed officials, representatives, and employees on a wide variety of civil assignments;
2. Answer requests for legal opinions, in writing and verbally. Prepare written legal opinions at the request of the Trust elected and appointed officials, representatives, and employees. Availability to answer staff questions by telephone;
3. Appear before administrative agencies, county commissioners, and others to represent the Trust's interests;
4. Provide guidance and legal advice on the Government-in-the-Sunshine Law, the Freedom of Information Act, Robert's Rules of Order, Board rules and procedures, §§ 125.901 and 200.065, Fla. Stat., Escambia County Ordinance § 2020-22, and other laws related to an independent special district;
5. Assist the Trust officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
6. Prepare and review ordinances and resolutions for legal correctness and acceptability;
7. Review lease renewals for legal correctness and acceptability;
8. Prepare and review contracts and other documents for legal correctness and acceptability;
9. Review and redraft Board policies for legal correctness and acceptability. Attendance of all Trust and Committee Meetings;
10. Perform other legal services and tasks, as requested.

IV. GENERAL SPECIFICATIONS

The following provisions will also apply.

1. Timeliness of response and accessibility to Counsel is an important aspect of this service. Accessibility and responsiveness of the selected firm is of greatest importance, although these elements will also be considered in relation to other attorney(s) as well. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone, or email.
2. Service response is also of high importance. When the Trust requests legal services, Counsel should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
3. Counsel shall provide detailed itemized statements on a monthly basis.

V. CONTRACT ETHICS

The following contract ethics will also apply.

1. No elected official or employee of the Trust who exercises any responsibilities in the review, approval, or implementation of the proposal or agreement shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. The firm shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the Trust.
3. The firm shall not accept any client or project that places it in a conflict of interest with its representation of the Trust. If such conflict of interest is subsequently discovered, the Trust shall be promptly notified.

VI. PROPOSAL SUBMISSION

Proposals submitted after the deadline will not be accepted. It is neither the Trust's responsibility nor practice to acknowledge receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

All expenses for making bids to the Trust are to be borne by the bidder.

Interested firms shall submit a fixed rate price for identified legal services. The fixed rate price shall include all labor, material, and equipment necessary for the performance of this agreement. Interested firms shall also submit a fee schedule for specialized legal services such as grievance arbitration and litigation.

The Trust expects all submitting firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the proposal submission.

The Trust reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Trust.

Proposals shall be binding and in effect for a period of ninety (90) days following the proposal opening.

Proposals shall clearly indicate the legal name, address, telephone number and e-mail address of the bidder (company, firm, and partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer.

All interested firms should provide ten (10) copies of a written proposal in a sealed package clearly identified as "SEALED BID - LEGAL SERVICES" Faxed or emailed proposals will not be considered.

Proposals are to be submitted no later than 5:00pm on July 9, 2021 and can be mailed or hand delivered to:

Mrs. Carolyn Appleyard
Appleyard Agency
4400 Bayou Blvd., #34
Pensacola, FL 32503

VII. PROPOSAL CONTENT

Proposals shall contain the following information:

1. Firm Experience

- a. Provide a brief background history of the firm, and number of attorneys employed. An organizational chart would be helpful.
- b. Provide a statement of the law firm's philosophy.
- c. Provide an overall experience of the firms' knowledge in Public Sector Labor Law and issues related to local, city, state, and federal government operations.
- d. Identify the specific experience of the firm in all phases of labor relation/negotiation process, including mediation, fact finding and arbitration.
- e. Identify the specific experience of the form in specialized areas, including but not limited to parliamentary procedures, Government-in-the-Sunshine Law, FOIA, elected official, finance, government grants and contracts; growth management, taxation and finance law, specially determination of millage and TRIM process , inter-local agreements, personnel, and any additional areas that will identify the focus of the firm.
- f. Describe your legal library and research capabilities, with specific emphasis on local governmental law publications, computer links, and the firm's capability to maintain a proposed response lime for legal reports and memorandums.
- g. The firm should have adequate office space, staff, equipment, and recourse materials and library that are readily available. Indicate the location of the primary office and attorneys assigned to service this account. Provide the address, phone number(s), email address, and fax number(s) of the firm.

2. Proposed Attorney, Team

- a. Designate the primary contact, and identify those who would be working in more specialized areas. Describe the current principal responsibilities for the individual designated as lead attorney.
- b. Include a current resume for each attorney who will be primarily assigned to the Trust. This information should include relevant academic training and degrees, description of prior experience in law areas described in the Scope of Work, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating your proposal.
- c. Specify the organizational structure applicable to this agreement, including the lead attorney and the relationship of any assisting attorney(s) to that lead attorney.
- d. If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals, specialties, and resources.

- e. Provide information regarding the number of paralegals by their specialties and the number and position titles of support personnel; specifically, those who may be providing services to the Trust.
3. Accessibility and Responsiveness
 - a. Provide an assessment of the availability of the attorney(s) and other professional staff to be assigned to the agreement with the Trust. This includes availability of back-up attorney(s) in case of illness, turnover, or other loss of personnel.
 - b. Provide a statement of how the workload of the Trust will be accommodated and what kind of priority it would be given. Be sure to address items outlined in the Scope of Work section. The proposal should expand upon each item and set forth the firm's approach/ability to carry out each activity. Include a description of the proposed allocation of work between attorney(s) and support personnel identified (i.e. who will be the lead attorney and what work will be handled by junior partners, associates, or paralegals).
4. Proposed Fee Structure
 - a. All fees should be clearly stated in the proposal. Please provide billing information for one year.
 - b. Propose a set, fixed rate that is inclusive of all service costs for the identified Scope of Work and General Specifications. Also state separately the rate for any other cost items proposed to be itemized and billed.
 - c. Special litigation services, including but not limited to, grievance arbitration, fact finding, arbitration, litigation, and bond work will be handled on an as required basis. Please quote the dollar amount of hourly fees and costs your firm will charge for providing such legal services. List rate per hour for principal attorney(s), other firm attorney(s), and support personnel. Identify the minimum increment of the time billed for each service, e.g. phone calls, correspondence, personal conference, etc.
 - d. Provide a schedule of reimbursable costs, such as court filing fees, deposition costs, mileage, travel time, additional meetings beyond the regularly scheduled meetings per year identified in the Scope of Work, etc.
 - e. The Trust will select the finalist by considering the proposed compensation as a "best offer," although the Trust reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the Trust, including cost.
5. References
 - a. Provide a reference list of three (3) recent (within five years) government clients. If government clients are not available, other major clients may be submitted. Particular attention will be given to government client references. Please provide contact information including address, phone number, and email address.
 - b. The Trust may contact any other known governmental clients, either offered as references or otherwise, to obtain information that will assist the Trust in evaluating the proposals.
 - c. The Trust retains the right to use reference information to make selection decisions. Submittal of a proposal is agreement that the Trust may contact and utilize such information.
6. Agreement

- a. Submitting firms are expected to submit a proposed agreement for services with their proposal that will govern the relationship between the firm and the Trust. This agreement will be viewed as an example of the work to be performed by Counsel, to be executed by the Trust.
7. Conflict of Interest
 - a. Indicate whether your firm currently represents, or has represented any client where representation may conflict with your ability to serve as Counsel for the Trust.

VIII. CLARIFICATIONS

Questions regarding this RFP process and questions relative to the scope of services shall be addressed to Mrs. Carolyn Appleyard in writing and will be received no later than 5:00pm (CDT) on July 9, 2021. Any interpretations, clarifications, or changes made will be in the form of written addenda issued by Mrs. Carolyn Appleyard. Oral answers will not be authoritative.

IX. Evaluation of Responses

The Trust shall evaluate all responses. The Trust Executive Committee will convene on July 13 and July 23, 2021 and recommend the most qualified responsive firm to the full board meeting on August 10, 2021.

X. TERMINATION

Either party shall have the right to terminate this agreement with a sixty (60) days written notice to the other party.