

TOWN OF SEABROOK ISLAND, SOUTH CAROLINA

ISSUE DATE
DECEMBER 1, 2023

REQUEST FOR PROPOSALS (RFP)

SOLICITATION # 2023-01
TOWN ATTORNEY SERVICES

DUE DATE
DECEMBER 21, 2023
12:00 PM

SUMMARY

The Town of Seabrook Island, South Carolina (hereafter, the “Town”), is soliciting proposals from qualified attorneys with experience advising and representing South Carolina municipalities for appointment to the position of Town Attorney. Candidates must be a member in good standing of the South Carolina Bar, admitted to practice law in the state of South Carolina, and must have at least five (5) years of experience in municipal or county law, commercial law, contracts, real estate, torts, or other related areas.

The goal of this Request for Proposals (hereafter, the “RFP”) is to solicit proposals from interested candidates, conduct a fair and extensive evaluation based on the criteria set forth herein, and select the candidate who can best meet the needs of the Town.

OVERVIEW OF TOWN GOVERNMENT

The Town of Seabrook Island operates under the Mayor-Council (or “strong mayor”) form of government, as set forth in S.C. Code of Laws, Section 5-9-10 et seq. The Mayor and four Town Council members serve two-year, non-staggered terms with elections taking place in November of odd-numbered years. The Mayor and Council are responsible for the efficient operation of the Town government by developing policies and ordinances which are carried out by the Mayor. The Mayor is assisted in the discharge of his or her duties by a Council-appointed Town Administrator.

The Town government serves a population of approximately 2,100 full-time residents, with a seasonal influx of visitors and non-resident property owners during the busy summer months. The Town has nine (9) full-time and four (4) part-time employees providing a range of municipal services, including administration and finance, building and grounds maintenance, business licensing, code enforcement, communication and events, emergency preparedness, municipal court, and planning and zoning services. Public safety services are provided by the Charleston County Sheriff’s Office, St. Johns Fire Department, and Charleston County Emergency Medical Services (EMS). The Town contracts with third-party providers for a variety of services, including accounting services, beach patrol, building permitting and inspections, and information technology services.

The Town of Seabrook Island owns the municipal water and sewer system; however, the system is operated Seabrook Island Utility Commission (hereafter, the “SIUC”). SIUC Commissioners are separately elected from the Mayor and Town Council members and are responsible for oversight and operation of the municipal system. Commissioners serve six-year, staggered terms with elections taking place in November of odd-numbered years. The SIUC contracts with a third-party for day-to-day operations of the utility system. It is anticipated that the candidate selected for appointment to the office of Town Attorney will also serve as counsel to the SIUC.

QUALIFICATIONS

Qualified candidates must be a member in good standing of the South Carolina Bar and be admitted to practice law in the state of South Carolina. The desired candidate should also possess the following:

- (1) A minimum of five years of relevant legal experience in municipal or county law, commercial law, contracts, real estate, torts, or other related areas.
- (2) Experience in drafting ordinances, resolutions, municipal code sections, and other regulations;
- (3) Experience with civil procedures, litigation, and/or prosecution.
- (4) Extensive knowledge of state and federal laws and regulations (including caselaw) affecting municipal corporations, including, but not limited to: administration, enforcement, and due process; beach, marsh, and environmental regulations; commercial law; contract law; Freedom of Information Act compliance; labor relations and personnel management; municipal finance and taxation; planning, zoning and land use regulations; procurement law; torts; utilities; and other applicable areas;
- (5) The ability to communicate clearly and effectively with elected and appointed officials, Town staff, and members of the public.
- (6) The ability to draft, negotiate, and review agreements, contracts, and memoranda on behalf of the Town;
- (7) The ability to provide support to the Mayor, Town Council, Planning Commission, Board of Zoning Appeals, and members of Town staff, relating to zoning and land use matters, variances, administrative appeals, and code enforcement actions;

Preference may be given to candidates who have served, or are currently serving, as a Town Attorney or County Attorney for another South Carolina municipality or county.

SCOPE OF SERVICES

The successful candidate will be appointed for a term of two years, to run concurrently with the terms of the Mayor and members of Town Council.

The Mayor and Town Council appoint the Town Attorney to represent the Town in court, to provide legal advice to Town officials and staff, and to perform such other legal services as may be required from time-to-time by the Town. The Town Attorney is expected to coordinate operational activities and priorities with the Mayor and/or Town Administrator and to carry out the Town Council's policy directives. The Town Attorney must adhere to the highest ethical standards.

In fulfilling the role of Town Attorney, the successful candidate shall be responsible for undertaking the following specific duties:

- (1) Representing the Town in civil litigation as needed; entering appearance in all actions, cases, and special proceedings; conducting all suits in all courts in which the Town is a party; overseeing litigation being handled by outside counsel, including counsel on behalf of Town insurance carriers; and keeping the Mayor, Town Council, and Town Administrator informed of the status of all litigation.
- (2) Attending all Town Council meetings and being prepared to advise Council on all matters on the agenda; serving as parliamentarian; and providing advice on procedural and substantive issues. Attendance at board, commission, and committee meetings may be requested from time-to-time. *(Note: The Town Council meets on the fourth Tuesday of each month at 2:30 p.m. Occasional work sessions and special meetings may also be held at the request of the Mayor or a majority of Town Council members.)*
- (3) Drafting and/or reviewing the drafting of all ordinances, resolutions, agreements, contracts, deeds, leases, memoranda, and other instruments relative to the business of the Town, and approving all ordinances as to form;
- (4) Providing clear and concise legal guidance and direction, legal opinions, advice, assistance, and consultation to the Mayor, Town Council, and Town Administrator regarding Town-related legal issues in a timely manner.
- (5) Investigating titles;
- (6) Reviewing and verifying responses to Freedom of Information Act (FOIA) requests;
- (7) Assisting the Town Administrator, Zoning Administrator, and Town Code Enforcement Officers(s) with zoning, land use, and code enforcement actions;
- (8) Prosecuting code enforcement violations before the Municipal Judge, when requested to do so by the Town; and
- (9) Performing such other relevant duties as may be required by the Town Code, or as may be requested from time-to-time by the Mayor, Town Council, or Town Administrator.

The Town Attorney shall have the authority to retain, appoint, or hire as independent contractors such additional attorneys or co-counsel as may be required to provide adequate and effective legal representation for the Town, within the budgetary limits approved by Town Council and subject to the approval of Town Council. Any such additional attorneys or co-counsel shall be admitted to practice law in the State, shall be members of the Bar in good standing, and shall perform their functions under the direction of the Town Attorney.

SUBMITTAL REQUIREMENTS & DUE DATE

Interested candidates must submit a proposal package containing all of the following information by the due date set forth herein:

- a. Resume;

- b. Cover letter explaining qualifications, employment history, legal training, years of practice, municipal or other local public sector experience, litigation experience and track record, knowledge and practice of law relating to land use and planning, real estate, environmental issues, general liability, and any other information the candidate wishes to submit;
- c. Contact information, including home and work addresses, phone numbers, and email addresses;
- d. Describe the response time the Town can expect to inquiries made by the Mayor, Town Council, and/or Town Administrator;
- e. Identify the types of training you are capable of providing to the Town. *(Examples may include FOIA compliance, Town Council roles and responsibilities, planning and zoning training, etc.);*
- f. A statement of any grievances filed against the attorney with the S.C. Commission on Lawyer Conduct List within the past five years and the resolution of each;
- g. A statement of any fee disputes filed by a client with the South Carolina Bar's Fee Disputes Resolutions Board within the past five years and the resolution of each;
- h. A statement of any lawsuits filed against the lawyer by clients within the past five (5) years and the resolution or status of each;
- i. The names and contact information of at least three (3) professional references;
- j. Proposed fee structure including hourly rate, retainer, or other proposed terms; and
- k. Non-Collusion Oath signed by the attorney, a principal of the firm, or an officer authorized to bind the corporation. *(See attached for Non-Collusion Oath)*

Each proposal must include one (1) hard copy and one (1) electronic copy (PDF) saved to a USB drive.

Sealed proposals must be submitted by mail or hand delivery to: Town of Seabrook Island
Attn: Town Administrator
2001 Seabrook Island Road
Seabrook Island, South Carolina 29455

To ensure proposals are opened at the appointed time and place, each proposal must be clearly marked **"RFP 2023-01: Town Attorney Services"** on the outside of the envelope. Failure to do so may result in premature opening of, or a failure to open, such proposal.

It is the responsibility of each proposer to verify receipt by the Town. The Town shall not be responsible for any failure, misdirection, delay, or error resulting from the selection by any proposer of any means of delivery.

Proposals will be received until 12:00 PM, on Thursday, December 21, 2023 (as indicated on the official clock in the office of the Town Administrator). Immediately thereafter, all proposals will be publicly opened

and read. Candidates are invited, but are not required, to attend the opening of sealed proposals. **Proposals received after the due date will not be considered.**

Proposals may be withdrawn by written request prior to the due date set forth herein.

EVALUATION

Proposals will be evaluated based upon (but not limited to) the following criteria:

- a. The respondent's experience, qualifications, and references;
- b. Overall suitability of the proposal to fulfill the scope of services and needs defined herein; and
- c. Projected cost and cost structure to provide the services required.

The Town reserves the right to reject, in whole or in part, any proposal submitted that the Town believes would not be in its best interest. The Town also reserves the right to waive minor deficiencies or reject all proposals.

GENERAL PROVISIONS

Each proposal is considered a public document under the South Carolina Freedom of Information Act (FOIA), except for information which may be treated as confidential pursuant to the FOIA. If you do not or cannot agree to this standard, please do not submit a proposal. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. Failure to denote or identify confidential information may result in disclosure by the Town.

The Town reserves the right to (1) reject any or all proposals, and any part of a proposal, even if all the requirements in the RFP have been met; (2) waive informalities, technical defects, and minor irregularities in proposals received not involving price; and (3) conduct interviews prior to selecting a successful candidate.

Proposers acknowledge and agree that the Town will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent, or any member of the respondent's organization, as a result of, or arising out of, submitting a proposal, negotiating changes, or due to the Town's acceptance or non-acceptance of the proposal or the rejection of any and all proposals.

The successful candidate shall be required to execute a formal contract within five (5) business days after issuance of a Notice of Award.

A Notice to Proceed will be issued after the successful candidate has executed a contract and has provided all required information to the Town. The successful candidate shall not commence work until the Notice to Proceed has been issued by the Town Administrator.

The Town will require the respondent or firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate general liability (in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim and \$250,000.00 per claim for property damage), automobile liability insurance (\$1,000,000 per occurrence), professional liability/errors and omissions insurance (\$1,000,000 per claim and in the aggregate occurrence). All insurance coverage required shall be with companies approved in advance by Town, who shall be named as additional insured on all such policies. Proof of such insurance shall be provided to Town prior to the commencement of any work.

The successful candidate must have, or be able to obtain, a Town of Seabrook Island Business License.

The successful candidate will be required, at his or her own expense, to procure and maintain for the duration of their contract with the Town, insurance against claims for injuries to persons or damages to property which may arise from or in connection with services provided by the contractor, its agents, representatives, employees or subcontractors.

- (1) The successful candidate shall carry and maintain Workman's Compensation Insurance in statutory amounts for its employees.
- (2) The successful candidate shall carry and maintain a comprehensive general liability policy of at least one million dollars (\$1,000,000.00) per occurrence (combined single limit of liability) to cover operations, equipment, and contractual liability. The policy shall name the Town of Seabrook Island as an additional named insured.
- (3) The successful candidate shall maintain automobile insurance liability policies on all vehicles used in the performance of the Services with at least five hundred thousand / one million dollars (\$500,000.00 / \$1,000,000.00) coverage.
- (4) Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the Town.
- (5) Each Insurance policy required by the Town shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the Town prior to the date of such cancellation.
- (6) All coverages for subcontractors shall be subject to all the requirements stated herein.
- (7) Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A- and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the Town Administrator.
- (8) The Contractor shall furnish the Town with Certificates of Insurance noting the endorsements. 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. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to: Town of Seabrook Island

Attn: Town Administrator
2001 Seabrook Island Road
Seabrook Island, SC 29455

The Town must be advised immediately of any lapses or changes in required coverage.

Non-Collusion Oath

CITY/TOWN OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the Town and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or itself, to obtain information that would give the Bidder an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 20____

Authorized Signature for Bidder

NOTARY PUBLIC FOR THE STATE OF

My Commission Expires: _____

Print Bidder's Name

Print Name: _____

Address: _____

Bidder's Address: _____

Phone Number: _____

NOTARY SEAL (Required for Out of State Bidders)