



TOWN OF CLAYTON
REQUEST FOR PROPOSALS FOR LEGAL SERVICES

I. PURPOSE

The Town of Clayton invites attorneys, qualified to practice law in the State of New York, to submit a proposal to provide legal services for the Town Supervisor and Town Board. Also, when asked by the Town Supervisor, to provide legal advice to the Zoning Board of Appeals and the Planning Board.

II. SERVICES TO BE PROVIDED

Provide general legal counsel to the Town Supervisor and Town Board and when asked by the Town Supervisor, to also provide legal advice to the Zoning Board of Appeals and the Planning Board.

Legal advice shall include but not be limited to the following areas of expertise: Open Meetings Law, Foil Law, SEQR, Zoning, Planning, Public Officer's Law, General Municipal Law, Municipal Home Rule Law, Town Law, Labor Law, Real Property Tax Law, Contracts, Ethics, Grievances, Arbitration, Litigation, Insurance, Policy Handbooks, Sexual Harassment, Workplace Environment, Water and Sewer Operations, Department of Health Laws, among other issues that may occur in the operation of a Town.

The attorney will additionally draft and review local laws, resolutions, contracts, letters, opinions and other legal documentation and represent the Town in matters of litigation. The attorney, upon request, will attend regular Town Board meetings any Special Town Board Meetings, Public Hearings and Zoning and Planning Board Meetings and advise those Boards. Legal advice would also include advising the Town Supervisor and Town Board, when necessary, between meetings and keeping officials of the Town apprised of new legislation, recent court decisions, and other litigations that would be meaningful to the Town.

The attorney will be available for conferences, telephone consultation and special meetings with the Town Supervisor and Town Board and appropriately authorized personnel.



The attorney will also provide bond counsel services, including but not limited to:

- Analyzing legal authority for each bond issue to ensure constitutional, statutory, and regulatory compliance and advise the Town as to the selection of the ultimate parameters and structure of each bond issue;
- Advise the Town as to the appropriate steps to validly authorize and issue bonds and work with the Town to obtain any required regulatory approvals and to hold any required hearings;
- Prepare, review and deliver all required standard documents and material terms for the issuance of bonds and notes in a timely manner which reserves for the Town the opportunity to review and comment upon those documents. The required documents and their material terms include, but are not limited to the following: loan agreements and escrow deposit agreements; documentation relating to tax-exempt status of the bonds; arbitrage certificates; closing documentation; provisions regarding the funds and the accounts which will house bond proceeds; provisions regarding the pledge of, among other things, assets, revenues, or property as security for re-payment of bonds; general terms of the bonds such as the medium of payment, date, authentication, and transfer; redemption provisions; ability to issue additional bonds; establishment of additional funds, including the debt service fund, and the application thereof; general covenants of the issuer; provisions for supplemental or amendatory resolutions; remedies upon default; defeasance and discharge of the lien created by the bond resolution; letters of credit, re-marketing agreements, and reimbursement agreements for the implementation of a liquidity facility.
- Review as needed the official statement; and
- Render legal advice and any legal opinions necessary with regard to the legal issues related to the structuring of bond financing, the issuance of bonds and, when requested, related to arbitrage, rebate and other tax matters, disclosure requirements, securities transactions, or other matters deemed necessary by the Town. Also render legal advice and any legal opinions necessary with regard to present and future alternative financing techniques in light of existing and evolving regulations.



III. EDUCATION AND EXPERIENCE

Proposal should include the education, background and experience of the primary attorney of the firm who will be advising the Town and that of any member of the firm that might be called upon to cover from time to time for the primary attorney when not available. A list of municipal clients that are or have been clients with contact names and phone numbers would be helpful.

IV. POTENTIAL CONFLICTS OF INTEREST

Any clients represented by the proposing firm that might create a potential conflict should be disclosed.

V. INSURANCE

The firm shall, at its sole expense, acquire, continuously maintain during the period in which the firm is performing services, and provide the Town with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the firm or any of its subcontractors as a part of its performance of professional services. The firm shall agree to maintain in full force and effect during the term of the contract Workers Compensation Insurance. In addition, the firm agrees to indemnify and save harmless the Town against all liabilities, claims and demands for personal injury or property damages or other expenses suffered or arising out of or caused by any negligent acts or omissions of the firm, its subcontractors, agents, or employees incurred in the performance of its services.

VI. FEES

The attorney will be paid by the Town on a monthly basis. All requests for payment are to be submitted in detail on the appropriate voucher to be provided by the Town.

Please provide a not to be exceeded hourly rate and an annual cap (exclusive of special counsel services including litigation, bond counsel, labor negotiations - arbitration and beyond - or other authorized special projects); the annual cap will be the agreed upon amount that if legal fees surpass, the contracted firm will still furnish required legal services, but the town will not be obligated to pay without the Town's prior written consent.



VII. NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGEMENT

Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgement” found at the end of this document.

VIII. TERMS AND CONDITIONS

It is intended that this agreement will be for a duration of one (1) year. The agreement for legal services may be terminated by either party by thirty (30) days written notice. The agreement will provide for annual review of compensation and evaluation of performance. The agreement is non-exclusive and allows the Town to obtain legal services from other providers if, for any given project, it determines such services to be necessary.

The proposer should submit an original and (1) one copy of their proposal.

The Town reserves the right to accept or reject any or all proposals and the cost of any proposals submitted shall be the responsibility of the proposer. The Town also reserves the right to waive any minor informality in the RFP.

The attorney’s/firm’s proposal must be received no later than **2:00 p.m. on Monday, November 28, 2022**. Envelope should clearly state on the outside “Legal Services Proposal” and be in a sealed envelope addressed to:

Town of Clayton
Town Supervisor
405 Riverside Drive
Clayton, New York 13624

All questions about the meaning or intent of the specifications shall be submitted to the Town Supervisor in writing to the address above, or via email at support@townofclayton.com.



**NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date

Signature

Name and Title

Name of Firm



ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2022, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he, she, or they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2022, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____ ; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2022, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____