

## **REQUEST FOR PROPOSAL FOR Floresville Economic Development Corporation**

Monday, June 2, 2025

Prepared By: Charlotte Ximenez-Nelson, Interim Executive Director, 1120 D Street, Floresville, Texas 78114, (830) 583-8238, Assistant@FloresvilleEdcTx.gov

Submittal Deadline: Wednesday July 11, 2025 by 2pm

### **Floresville Economic Development Corporation**

#### **LEGAL SERVICES/ATTORNEY SERVICES**

#### **SPECIFICATIONS**

##### **I. Intent**

Floresville Economic Development Corporation (FEDC) seeks qualified attorneys and/or law firms to serve as contracted FEDC Counsel and provide other legal services encompassing the traditional scope of work including legal counsel, opinions, consultation and coordination with special counsel.

Preference will be given to those submittals demonstrating extensive experience in municipal law. The successful applicant(s) shall possess sufficient resources to ensure that the demands for the FEDC's legal needs will be met on a timely basis. This relationship will be considered on a consulting, contractual position.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with staff or members of the FEDC regarding these proposals other than to ask questions or seek clarification. All questions should be communicated to the Interim Executive Director, Charlotte Ximenez-Nelson, by email at Assistant@FloresvilleEdcTx.gov by July 7th, 2025. All received questions and answers will be shared anonymously with all applicants. Failure to comply with this request may result in disqualification of the proposal.

FEDC Counsel will provide general legal counsel to the FEDC board members and the Executive Director; provide written opinions, draft ordinances and ordinance amendments, performance agreements and provide legal assistance to the FEDC and Executive Director in the conduct of FEDC business. Attendance at FEDC meetings is required, including City of Floresville meetings, as specified.

FEDC seeks a fixed fee arrangement, payable in equal monthly installments, for 20-hours monthly of identified legal services.

For information about FEDC, visit <https://www.floresvilleedctx.gov>.

##### **II. Term of Agreement**

This contract is for a one-year period upon contract award. Renewal of the appointment/contract will require reauthorization by the FEDC. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract work will be rebid.

##### **III. REQUEST FOR PROPOSAL SUBMITTAL**

Any individual or firm wishing to respond to this request for proposal should submit a proposal to the FEDC with signature by an individual with the authority to submit said proposal. It should also include contact information where any addendums or follow-up information can be directed.

Proposals can be mailed or transmitted to:

Charlotte Ximenez-Nelson, Interim Executive Director, 1120 D Street, Floresville, Texas 78114, (830) 581-8238, Assistant@FloresvilleEdcTx.gov

##### **IV. Scope of Work**

Under the proposed agreement, General Counsel will provide the following services on a fixed fee or as needed arrangement:

1. Provides legal advice, counsel, services, and consultation to the FEDC board of directors and Executive Director on a wide variety of civil assignments, including but not limited to: general municipal law, labor law, general state and federal laws relating to Chapter 4A/4B Corporations, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, economic development activities including performance agreements, 380/381 agreements, development, redevelopment, and property/real estate law, contract law, corporation leases, purchasing and procurement, trial activity, and tort law. General Counsel's advice includes methods to avoid civil litigation;

2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the FEDC board or the Executive Director. Availability to answer staff questions by telephone and/or email;
3. Appears before courts and administrative agencies to represent the FEDC's interests;
4. Works cooperatively with any special legal counsel retained by the FEDC for special projects. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsel;
5. Provide guidance and legal advice on the Open Meetings Act, the Freedom of Information Act, Robert's Rules of Order, and Board rules and procedures;
6. Assists the board of directors and employees to understand the legal roles and duties of their respective offices and interrelationships with others;
7. Assists FEDC board members 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;
8. Prepares and reviews ordinances and resolutions for legal correctness and acceptability;
9. Prepares and reviews contracts, leases, and other documents for legal correctness and acceptability. Negotiates said contracts, leases, and other documents upon request;
10. Reviews and redrafts various FEDC policies for legal correctness and acceptability;
11. Attendance at 12 meetings during a calendar year of the FEDC board. Attend other meetings when requested. Meetings attended in excess of 12 in any calendar year, shall be billed and paid at a previously agreed hourly contract rate. Conference calls shall not be considered as one of the 12 meetings;
12. Performs other legal services and tasks, as requested.

General Counsel will also be expected to provide legal services to address all aspects of grievance arbitration, Fact Finding, Act 312 arbitration, litigation, bond work and specialized tax work, as needed. Such services will be paid per an agreed upon fee schedule.

#### **V. GENERAL SPECIFICATIONS**

The following provisions will also apply.

1. Timeliness of response and accessibility to General Counsel is an important aspect of this service. For individual or firm, accessibility and responsiveness for the Lead Attorney of the selected individual or firm is of greatest importance. 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, cell phone, or e-mail.
2. Individuals or corporate attorneys must be available by phone, cell phone, and e-mail.
3. Service response is also of high importance. When FEDC requests legal services, General Counsel should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
4. Describe malpractice insurance coverage: carrier, limits, and exemptions.
5. The service provider shall provide detailed itemized statements on a monthly basis.
6. Must be licensed to practice in the State of Texas.

#### **VI. Proposal SUBMISSION**

Proposals received after the deadline will not be accepted. It is neither FEDC'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.

The FEDC will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

Interested individuals/firms shall submit a fixed fee price for identified legal services. The fixed fee price shall include all labor, material, and equipment necessary for the performance of this contract. Interested individuals/firms shall also submit a fee schedule for specialized legal services such as grievance arbitration, Fact Finding, Act 312 arbitration, litigation, bond work and specialized tax work.

FEDC expects all submitting individuals/firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the proposal submittal.

FEDC 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 FEDC.

All interested individuals/firms should provide three (3) copies of a written proposal, responding to each inquiry in the order below. Please attach one set of business cards with the original proposal.

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

All proposals shall contain the following information:

**1. Individual/Firm Experience**

- Provide a brief background history of the individual/firm, and number of attorneys employed. If relevant, an organizational chart or description of office organization would be helpful.
- Provide a statement of the general counsel/law firm's philosophy.
- Provide an overall experience summary of the individual's or law firms' knowledge in issues related to local, state, and federal government operations.
- Identify the specific experience of the individual or law firm in all phases of labor relation/negotiation process, including mediation, fact-finding and Act 312 arbitration.
- Identify the specific experience of the individual/firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, FOIA, municipal finance, personnel and any additional legal areas that will identify the focus of the individual or firm.
- Describe your experiences with the Development Corporation Act of 1979, Texas Revised Civil Statutes Article 5190.6 and Texas Non-Profit Corporation Act, Texas Revised Civil Statutes Article 1396-1.01, which governs 4A or 4B sales tax non-profit corporations.
- Provide the address, phone number(s), e-mail address, and FAX number(s) for the applicant

**2. Proposed Fee Structure**

- All fees should be clearly stated in the proposal. Please provide billing information for a period of one year. Fees for any extensions will be negotiated.
- Propose a set, fixed fee that inclusive of all service costs for the identified Scope of Work and General Specifications. Also state separately the rate for any other cost items to be itemized and billed. The FEDC will pay the annual fixed fee in equal monthly installments.
- Special litigation services, including but not limited to, grievance arbitration, Fact Finding, Act 312 arbitration, litigation, bond work will be handled on an as required basis. Please quote the dollar amount of hourly fees and costs you will charge for providing such legal services. If a firm, list fee per hour for principal attorneys, other firm attorneys, and support personnel. If individual, provide charges for such legal services. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference, etc.
- Provide a schedule of reimbursable costs, such as court filing fees, deposition costs, mileage, travel time, additional meetings beyond the 12 meetings per year identified in the Scope of Work, etc.
- The FEDC will select the finalist by considering the proposed compensation as a "best and final offer," although the FEDC reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the FEDC, including cost.

**3. References**

- 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 e-mail address
- The FEDC may contact any other known governmental clients, whether offered as references or otherwise, to obtain information that will assist the FEDC in evaluating this Proposal.
- The FEDC retains the right to use reference information to make selection decisions. Submittal of a proposal is agreement that the FEDC may contact and utilize such information.

**4. Conflict of Interest**

- Indicate whether you currently represent, or have represented any client where representation may conflict with your ability to serve as General Counsel for the City of Floresville.
- Indicate if you currently represent any real estate developers doing business with, or anticipating doing business with, the City of Floresville.
- Indicate whether you currently represent any other local units of government having jurisdiction within, or contiguous to the City of Floresville.
- Indicate what procedures you would utilize to identify and resolve conflicts of interest.

## **5. Submission**

Submissions should be contained in a sealed package or envelope. The exterior of the package or envelope should clearly be labeled FEDC LEGAL SERVICES PROPOSAL.

The entire proposal and other components requested in this document should be received by 2 pm, Friday, July 11<sup>th</sup>, 2025 at the FEDC Office, 1120 D Street. Proposals received after this deadline will be considered late and not opened or considered.

Only hardcopy proposals may be submitted. Faxed or proposals received via e-mail will not be considered.

Documents can be mailed or hand-delivered to: Charlotte Ximenez-Nelson, Interim Executive Director, 1120 D Street, Floresville, Texas 78114, (830) 581-8238, Assistant@FloresvilleEdcTx.govv

## **VII. CLARIFICATIONS**

Should any responder find discrepancies in, or omissions, from this request for proposals or should any responder be in doubt as to the meaning of any requirement or instruction, questions should be directed to:

Charlotte Ximenez-Nelson, Interim Executive Director, 1120 D Street, Floresville, Texas 78114, (830) 581-8238, Assistant@FloresvilleEdcTx.gov

Clarifications of any questions received will be sent to all interested parties. FEDC shall not be responsible for any oral instructions. Interested parties must notify FEDC of any omissions or errors in this document prior to the submission deadline so a corrective addendum may be issued in a timely manner to all interested parties.

## **VIII. Termination**

Either party shall have the right to terminate this contract with one hundred twenty (120) calendar days' prior written notice to the other party.

## **IX. REVIEW AND EVALUATION PROCESS**

It is our intention to select the individual/firm that presents the best combination of experience, capacity and hourly rate(s) to the needs of our Cooperative. We will review the documents submitted, call references and others who have worked with you. If a firm is selected, we may request a site visit to your office to meet the firm's staff and principals working on this matter.