



**TOWN OF SOUTHBURY  
REQUEST FOR PROPOSAL  
LEGAL SERVICES – TOWN ATTORNEY**

**PURPOSE:**

The Town of Southbury is seeking proposals from qualified law firms and/or qualified individual attorneys wishing to provide legal services to the Town of Southbury in the capacity of Town Attorney. Interested parties should submit a proposal in accordance with the requirements and directions described herein.

**SCOPE OF SERVICE:**

***General Government***

The Town Attorney is required to provide legal advice and counsel to the First Selectman and Board of Selectmen on a variety of matters pertaining to all aspects of municipal government in a clear, concise, effective and responsible manner, understandable by lay people who may not be familiar with the legal complexities of specific situations. Advice and legal support is also provided to various Town Departments, Boards and Commissions. Provision of legal services is coordinated by the First Selectman and may only be requested by the First Selectman or his designee. Legal Services required by the Town Attorney include but are not limited to:

- Contract/document review and drafting, ordinance drafting, charter and statute interpretations. Familiarity with Freedom of Information Act (FOIA) and real estate transactions; equipment lease, certifications, tax foreclosures and associated collection efforts required.
- Litigation: Ability to manage/conduct/oversee litigation in all courts (State and Federal).
- General: Includes all other matters typically associated with municipal government operations and other services as may be directed by the First Selectman and Board of Selectmen. Effective verbal and written communication skills are essential, since information must be readily understood by elected and appointed officials, town staff and the public. Attend Board/Commission meetings as needed to address legal issues/items.

***Land Use/Environmental***

Includes familiarity/experience with all aspects of land use, including zoning, planning, inland wetlands laws and regulations and managing administrative appeals associated with same.

- General: Includes all other matters typically associated with land use agencies (including Planning and Zoning Commissions, Inland Wetlands and ZBA) and Land Use Department and other matters as directed by the First Selectman, Board of Selectmen and Town land use commissions. Attend Board/Commission

Meetings as needed to address legal issues/items. Effective verbal and written communication skills are essential, since information must be readily understood by elected and appointed officials, Town staff and the public.

- Litigation: Ability to manage/conduct/oversee litigation in all courts (State and Federal).

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## **REQUIRED INFORMATION FOR PROPOSAL:**

The following information, as a minimum, shall be submitted:

- Background statement setting forth the capabilities, history and other general introductory information of the responder.
- If the responder is a firm, the qualifications, resumes and position with the firm of each Attorney who will be assigned to work on matters pertaining to the Town of Southbury. A lead attorney must be designated.
- A detailed summary of all areas of expertise and experience to include the types of services supplied to past and present clients. This information should set forth the extent of specialization, and include background and experience, in the areas as outlined above. Please also provide a summary of representative matters.
- A detailed description of how the responder (law firm or individual attorney) proposes to provide legal services to the Town and general approach as to providing the legal services.
- A list of references. Also, provide a list of any public or quasi-public agencies, including Connecticut towns or municipalities that have been represented by the responder within the past five (5) years. The name and phone number of a contact person must be provided.
- A detailed proposal regarding the charges involved for each legal service(s) including any retainer, hourly rates of all personnel providing these services, required expenses and other costs involved.
- Cost containment. Special attention should be made to suggestions/recommendations for managing and controlling the cost of legal services. The Town is interested in receiving innovative cost containment proposals and suggestions for Town Attorney services. This should include proposals for review and improvement of current procedures, quality control measures, the manner in which specialists will be retained, and any other suggestions regarding the function of Town Attorney and cost containment measures.

## **OTHER CONDITIONS:**

### **A. Insurance:**

The successful attorney/firm shall be required to furnish evidence of the following insurance coverage within ten (10) days from notification award. Insurance coverage shall remain in full force for the duration of the contract term, including any and all extensions. All renewal certificates shall be furnished at least ten (10) days prior to policy expiration.

- Errors and Omissions Professional Policy with limits of \$2,000,000 per claim with a \$2,000,000 aggregate. Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.

The insurance coverage named above shall provide for not less than a thirty (30) day notice of cancellation to the Town of Southbury by certified mail, return receipt requested. As some insurance companies may not provide notice of cancellation to the Town directly it will be the responsibility of the firm to ensure that the Town is appropriately notified.

**B. NON-DISCRIMINATION:**

No person shall be denied or subjected to discrimination on account of services or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation or disability.

Any violation of this provision shall be considered to be a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension of the agreement, in whole or part, by the Town and may result in ineligibility for further Town contracts. The proposer shall at all times, both in the proposal and in the contract process, comply with all applicable city, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

**C. CONFLICT OF INTEREST:**

The Town Attorney shall provide a statement that no conflict of interest exists in rendering service to and in representing the Town of Southbury. If the responder has had matters adverse to the Town over the last five years, or currently, a list should be provided, along with a statement of how any conflict would be addressed.

Code of Ethics/Conflict of Interest - All proposals shall include an executed copy of the Town's Code of Ethics/Conflict of Interest Affidavit (Appendix A). All proposers shall abide by the requirements of the Town's Code of Ethics.

**SUBMISSION:**

Interested firms or individuals should submit one (1) original statement of qualifications with four (4) printed copies and one (1) electronic copy on or before 12:00 p.m. on **December 17, 2021** to:

Town of Southbury  
Attn: Office of the First Selectman  
501 Main Street South  
Southbury, CT 06488

Proposals will be opened and recorded at this time. No proposals submitted after this time will be accepted. Proposals should be labeled "Town of Southbury Legal Services." Faxed or electronically mailed (e-mailed) proposals will be deemed non-responsive and will not be accepted.

An electronic copy of this request for proposals, along with any changes, will be posted on the Town web page ([www.southbury-ct.org](http://www.southbury-ct.org)).

The Town may issue Addenda to this RFP. When issued, addenda will be posted on the Town's website under the "Bid Opportunities" link located on the Town website. It is the Respondent's responsibility to check for and address any Addenda to this RFP.

**SELECTION PROCESS:**

The Town will first review all proposals and recommend several firms/individuals for interviews based on these statements of qualifications:

- experience
- references
- principal staff assigned to the Town
- length of and services provided to similar clients; and
- cost; lowest cost will not be the sole determining factor in selection for interview or final appointment.

The applicant may withdraw his/her application personally, or in writing, in time for delivery in the normal course of business prior to the time fixed for opening. Once the applications are opened, they shall remain firm for ninety (90) days prior to appointing a Town Attorney.

The information requested in this Request for Proposal is intended to serve as the basis for individual/firm interviews. Respondents are encouraged to address each of the factors thoroughly and provide additional information concerning background, experience, cost and cost containment, and qualifications for legal services as deemed appropriate. The Town reserves the right to reject or accept any and all applications in whole or in part or waive any informality or technical defects in applications received, including timeliness, if, in its sole opinion, it is the best interest of the Town to do so.

**DURATION OF AGREEMENT:**

In accordance with the Southbury Town Charter, the First Selectman, with approval of a majority of the Board of Selectmen, will appoint the Town Attorney on an at will basis.

**POINT OF CONTACT:**

Questions concerning this Request for Proposal should be addressed to the Office of the First Selectman at 203-262-0647 or at [select7@southbury-ct.gov](mailto:select7@southbury-ct.gov).

**APPENDIX A**

NOTICE TO CONTRACTORS  
CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Town of Southbury has recently adopted a Code of Ethics/Conflict of Interest Ordinance. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have read the above Code of Ethics/Conflict of Interest Ordinance and agree to abide by its terms. (Shown below)

ORDINANCE RECEIVED BY: \_\_\_\_\_ (Print name)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

## **Code of Ethics/Conflict of Interest Ordinance**

### **A. Declaration of Policy.**

1. The proper operation of the government of the Town of Southbury requires that public officers, employees, and members of boards, commissions and committees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that public office and employment not be used for personal gain; and that the public have confidence in the integrity of its government.
2. The purpose of this Ordinance is to set forth standards of ethical conduct to assist public officers, employees, members of boards, commissions and committees and persons dealing with them, when they are in the performance of their duties, so as to maintain and enhance a tradition of responsible and effective public service.
3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, commission, agency or employee, or any member of any Town board or commission, or for challenging a decision, license, permit or other action of a Town employee, board or commission or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

### **B. Definitions.**

The following definitions shall apply to this Ordinance:

1. **Conflict of Interest.** A conflict of interest shall be deemed to exist if any Town officer, employee, or member of any board or commission has a financial or personal interest, direct or indirect, in any purchase, contract, transaction, or decision involving his office, board, commission or employment. Indirect interest is defined as an interest in which an officer, member or employee might influence a decision or event so as to achieve gain, financial or otherwise, on behalf of a family member, friend or associate or that creates an actual or perceived monetary or personal indebtedness to any party.
2. **Financial Interest.** A financial interest shall be deemed to exist if:
  - a. Any such officer, member or employee might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any purchase, contract, transaction or decision involving his office, board, commission or employment; or



b. A business or professional enterprise in which such officer, employee or member has any interest as an owner, member, partner, officer, employee or stockholder or has any other form of participation that will be affected by the outcome of the matter under consideration.

3. Personal Interest. A personal interest shall be deemed to exist if any such officer, member or employee shall have an interest with a person involved in any such contract, transaction or decision by reason of:

a. Relationship within the fourth degree by blood or marriage; or

b. Close business relationship; or

c. An interest that is averse to the interests of the Town with respect to the matter under consideration.

4. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that the financial or personal interest:

a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or

b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

5. Public Official. An elected or appointed official, whether paid or unpaid, full or part-time, of the Town.

6. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

### **C. Disclosure of Conflict.**

1. Any Town officer, employee, or member of any Town board or commission who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

2. Any member of any Town board or commission who has a conflict of interest, whether or not such conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board or commission, and such disclosure shall be recorded in the board's or commission's minutes.

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Town officer or employee has been made to the Board of Selectmen, and the officer or employee does not disqualify himself from matters with respect to which the conflict of interest allegedly

exists, the Board of Selectmen promptly shall inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any member of a Town board or commission has been made to such board or commission, and the member does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the board or commission shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

#### **E. Disqualification.**

If it has been determined that a material conflict of interest exists, the Town officer, employee or member of any Town board or commission who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Town officer, employee or member of any Town board or commission may disqualify himself even though the conflict of interest is not material.

#### **F. Claim of Conflict.**

If a formal written complaint is made to the Ethics Commission that any Town officer, employee, or member of any Town board or commission has an undisclosed conflict of interest, the Ethics Commission shall record the claim in its minutes.

#### **G. Gifts and Favors.**

No Town officer, employee, or member of any Town board or commission shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or Compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$10.00.

#### **H. Representation.**

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for Compensation before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

2. Without the prior written consent of the Ethics Commission, no present or former Town employee or public official shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

3. No Town employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

4. No former Town employee or public official who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

#### **I. Independent Contractors.**

Before hiring any consultant, independent Contractor or other advisor, the officer, employee, board or commission that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information learned while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

#### **J. Procedure.**

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made

against individuals formerly in office or formerly employed.

Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

#### **K. Penalties.**

1. In addition to any penalty contained in any other provision of law, any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable by the Board or Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, commission or committee shall be subject to any remedies deemed proper by the Board of Selectmen and permitted by law.

4. The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

#### **L. Concurrent Offices.**

1. No official or employee of the Town, full or part-time, shall serve on any board or commission to which the official or employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, an official or employee may serve on any board, commission or committee in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Town office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. Subject to the restrictions set forth in applicable law and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one office, provided the offices are not incompatible, provided the duties of the offices to which he is appointed may, in the opinion of the Board of Selectmen, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

#### **M. Meetings.**

1. Members Attendance. Members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

2. Alternates' Attendance. Alternate members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

3. Voting. All members or seated alternates of all boards, commissions and committees who have not been disqualified shall vote on all matters upon which a vote is held by such board, commission and committee unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, commission and committee is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

**N. Indemnification Certificate:**

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.