



TOWN OF WRIGHTSVILLE
BEACH, NORTH CAROLINA

REQUEST FOR PROPOSALS

Town Attorney Services

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1 Project Information

The Town of Wrightsville Beach, North Carolina (“Town”) invites the submittal of responses to this Request for Proposals (RFP) from qualified Attorneys/Law Firms, licensed and in good standing in the State of North Carolina, interested in providing contracted legal services as the Town Attorney. The Town Attorney is appointed by the Board of Aldermen and provides primary legal services to the Board and Town staff. This position will be a contract-based position.

All sealed proposals must be received by 5:00 p.m. on January 3, 2025. Inquiries, amendments, or submissions received after this time and date shall not be considered for evaluation.

Questions, requests for information, and responses to this RFP shall be addressed and delivered to:

Town of Wrightsville Beach
Attention: Lance Heater, Town Clerk
321 Causeway Drive
Wrightsville Beach, NC 28480
lheater@towb.org
(910) 256-7900

Written questions shall be submitted no later than December 16. Questions should be emailed to lheater@towb.org. Only written questions will be considered formal. Any information given verbally or by telephone will be considered informal. Any questions that the Town feels are pertinent to all proposals will be included as an addendum to the RFP.

The Town of Wrightsville Beach reserves the right to reject any and all submissions for any reason or no reason. This RFP does not obligate the Town to pay any cost incurred by respondents in the preparation and submission of a response nor does it obligate the Town to accept or contract for any expressed or implied services.

2 Town Background and Objectives

Incorporated in 1899, Wrightsville Beach is a municipal corporation located in New Hanover County with a population of 2473 (2020 U.S. Census Bureau). Known as a premier beach community with a significant summer influx of visitors, Wrightsville Beach is one of the most accessible beach towns in North Carolina.

The Town provides a variety of municipal services including police, fire, parks and recreation, public works, planning, and building inspections. With a Council-Manager form of government, a Mayor and four-member Board of Aldermen set policies for the operation of the Town. The Mayor is elected for two-year terms and Board members are elected for four-year terms. As part of the Council-Manager structure, the Mayor and Board members appoint a Town Manager and a Town Attorney. The Town Manager is responsible for managing all departments in the day-to-day operations of the Town. The Town Attorney is the primary legal counsel/advisor for the Town and provides expertise in a wide range of legal areas as defined in the scope of work below.

The Town intends to consider Attorneys/Law Firms who possess the professional, financial, and administrative capabilities to provide the scope of services as detailed below.

3 Scope of Work

The Town is seeking the Town Attorney, and associated Law Firm, to provide legal representation for the Board and staff. The Town Attorney shall work closely with Town Staff to perform the following functions:

1. Performs legal research, field work, and other work and communicates the results to the appropriate person.
2. Negotiates, reviews, and prepares contracts, agreements, and conveyances, such as service agreements, lease agreements, franchise agreements, development agreements, easements, purchase contracts, and other legal documents on behalf of the Town.
3. Reviews, analyzes, drafts, and revises ordinances, policies, manuals, and other memoranda for the Town and its various departments to ensure they are coherent, enforceable, and consistent with State and Federal law; advises the Board of Aldermen, the Town Manager, and relevant staff, when revisions and changes need to be made.
4. Researches, interprets, and applies laws, court decisions, and other legal authorities in the preparation of opinions and briefs; prepares formal legal opinions upon request of the Board and the Town Manager.
5. Analyzes legislation including proposed State and Federal legislation affecting the Town and advises the Town of such legislation and the impacts thereof.
6. Engages in litigation-related matters including drafting, discovery, court attendance, mediation, investigation, hearings and trials, and similar activities.
7. Prepares for and attends meetings for Board of Aldermen, Board of Adjustment, and other advisory Board and Committee meetings, as needed, and other business meetings, as applicable and required.
8. Acquires real property interests for Town capital projects including title review, negotiations, and litigation.
9. Reviews and or creates orders granting or denying special use permits, pier and dock exceptions, appeals of decisions by the UDO Administrator, and UDO variance requests.

Performs other such duties as may be required by virtue of this position as Town Attorney. The Town, in its sole discretion, may expand the scope of work to include additional responsibilities and/or requirements.

4 Submittal Requirements

Interested parties should submit the following items in packet form to the Town of Wrightsville Beach for consideration (electronic submissions are preferred, however we ask that you provide this information in a single PDF file):

1. Statement of Interest in providing service to the Town.
2. Statement of Qualifications and resources of the Town Attorney and the associated Law Firm, including governmental experience to include description of areas of expertise or relevant experience that may benefit the Town.
3. Indication of ability to provide timely and efficient service to the Town, including a specification of how many hours per week could be devoted solely to Town business.
4. Indication of other municipalities the Attorney or associates with the Law Firm are representing.
5. Professional references.

6. The compensation/fees (i.e. retainer/fixed fee cap, hourly fee, hybrid, etc.) sought and the methodology to be used for invoicing the Town on a monthly basis.
7. Suggested contractual terms.
8. Indication that Attorney is in good standing with the North Carolina State Bar.
9. Other factors or information thought to be important to the Town in considering the proposal.

While the Town Attorney is expected to perform the primary legal service functions for the Town, the Town may hire specialized legal counsel to represent the Town in various matters considered outside the normal scope of work. In the event the Town hires outside legal help, the Town Attorney is expected to represent the Town's interest and act to coordinate the use of outside counsel.

5 Selection Process

From a review of the proposals received, the Town may invite several Attorneys to be interviewed before making a final selection. If the Town desires to interview an Attorney, a notification of the date and time of the interview will be arranged.

The selected respondent will negotiate with the Town on fee and contract conditions. If a reasonable fee and contract conditions cannot be reached with the respondent of choice, in the opinion of the Town, negotiations will proceed with the second-choice respondent, and so on, until a mutually agreed contract can be negotiated.

6 Evaluation Criteria

The criteria used to evaluate the RFP responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

1. Qualifications of Attorney/Law Firm, specifically as they relate to local government experience.
2. Available time and resources to complete the required work in an efficient manner.
3. Responsiveness to the RFP, including any additional documents submitted.
4. Professional references and reputation.

7 Additional Instructions, Notifications, and Information

No Gratuities: Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the Town for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than the disclosure of qualifications and credentials through the proper channels, will result in exclusion from the selection process.

All Information True: By submitting a response, Respondents represent and warrant to the Town that all information provided in the response submitted shall be true, correct, and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the Town for consideration in the selection process will be excluded.

Inquiries: Do not contact the Town Manager, Mayor, or Board of Aldermen to make inquiries about the progress of the selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Lance Heater, Town Clerk.

Cost of Responses: The Town will not be responsible for the costs incurred by anyone in the submittal of responses.

Contract Negotiations: This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the Town, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

No Obligation: The Town reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the Town's best interest; or (6) cancel the entire process. Proposals will be reviewed and forwarded to the Board of Aldermen for further consideration. The Board of Aldermen reserves the right to select the proposal that best meets the needs of the Town.

Professional Liability Insurance: The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of North Carolina and shall furnish proof of this liability insurance to be attached to the executed copies of the contract. The chosen Attorney shall provide the following minimum limits of insurance coverage:

- Worker's Compensation – A minimum coverage of \$1,000,000 aggregate and \$500,000/\$500,000/\$500,000 for the employer's liability under Workers Compensation.
- Commercial General Liability – Comprehensive Broad Form in the amounts of \$1,000,000 bodily injury each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate.
- Directors and Officers Liability Insurance – Not less than \$1,000,000 per claim, to protect Subrecipient against negligent acts, errors, or omissions in performing services under this agreement.
- Automobile – Covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum limits shall be \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limits each occurrence/aggregate.
- The Town must be listed as additional insured.

8 Submittal Instructions

Interested Attorneys/Law Firms shall submit one electronic copy (PDF) of the complete proposal to the Town Clerk:

Town of Wrightsville Beach
Attention: Lance Heater, Town Clerk
321 Causeway Drive
Wrightsville Beach, NC 28480
lheater@towb.org

Electronic submissions are preferred; however, we ask that you provide this information in a single PDF file. Paper copies are accepted, but one electronic copy (PDF) is required. Complete submittals must be received by **5:00 p.m. on January 3, 2025**.

It is the sincere intention of the Town to make every effort to be fair and equitable in its dealings with all candidates for selection. If, however, the Town should determine that none of the Respondents submitting are advantageous to the Town, the Town reserves the right to accept or reject any or all

responses with or without cause. Issuance of this RFP does not commit the Town to award a contract, to pay any costs incurred in preparation of a proposal, or to procure or contract for related services or supplies.