

**ST. LOUIS COUNTY COUNSELOR'S OFFICE  
REQUEST FOR QUALIFICATIONS ("RFQ") FOR  
SPECIAL COUNSEL SERVICES**

**Section 1. Background**

St. Louis County ("County") is seeking Statements of Qualification ("SOQs") from suitably qualified attorneys and law firms to provide legal services to the County ("Special Counsel") as determined by the County Counselor. This process is designed to identify a pool of qualified legal service providers that the County Counselor may use to select the most suitable attorney as the need arises for specific projects.

The St. Louis County Counselor's Office serves as legal counsel for St. Louis County government. Specifically, Charter Section 5.030 defines the functions served by the County Counselor and the County Counselor's Office:

**Charter Section 5.030**

1. The county counselor shall have charge of and conduct all of the civil law business of the county, its departments, divisions, offices, officers, boards and commissions. He shall institute, in the name and on behalf of the county, all civil suits and other proceedings at law or in equity requisite or necessary to protect the rights and interests of the county and enforce any and all rights, interests or claims against any and all persons, firms or corporations in whatever court or jurisdiction such action may be necessary; and he may also appear and interplead, answer or defend, in any proceeding or tribunal in which the county's interests are involved. He shall prepare or approve as to form all leases, deeds, contracts, bonds, ordinances, rules, regulations, drafts of legislation, and other instruments. He shall institute and prosecute all proceedings for the collection of delinquent taxes and licenses of every kind owing to the county. He shall, upon request, furnish legal advice and opinions to the council, the county executive, department heads, elective officials, and to all county boards and commissions, respecting county business. He shall prosecute violations of county ordinances.

2. The county counselor shall have all powers and duties vested by law in county counselors and attorneys for any officer, office, board, commission or other agency of the county. Neither the council nor any department, division, office, officer, board, commission, or other agency or body of the county shall have any attorney other than the county counselor, except as may be authorized by ordinance in each employment.

The County Counselor's Office includes attorney and legal support staff, however, there are instances when additional legal services are necessary to represent the County's interests.

Section 110.040 SLCRO outlines the circumstances under which the County Counselor may seek special counsel to assist the representation of the County.

### **110.040 SLCRO - Special Counsel**

The County Counselor may employ or contract with special counsel to represent and advise the County with respect to any bond issue, borrowing of money in anticipation of collection of taxes and revenues, any matter wherein a department, division, office, officer, board, commission or other agency or body of the County government is involved with a dispute with the County or any other matter requiring the services of special counsel. The compensation of any special counsel shall be fixed by the County Counselor and shall be paid out of the appropriation for the Division of Law, the department, division, office, officer, commission, agency or fund concerned. Any counsel so employed shall devote to the service of the County only such portion of his time as shall be necessary for the performance of his duties. Any contract for outside legal counsel shall first be authorized by ordinance by the county council prior to execution. Any other contract over ten thousand dollars (\$10,000.00) relating to the county counselor or for services to be provided to the office of the county counselor shall require council approval. All new contracts relating to the county counselor or for services provided to the office of the county counselor shall be reported weekly to the county council.

The County is seeking Statements of Qualification (“SOQs”) from suitably qualified attorneys and law firms to provide legal services to the County (“Special Counsel”) as determined by the County Counselor. The objective of this RFQ process is to obtain a pool of potential legal service providers for the County Counselor to use when she determines it is necessary to employ special counsel pursuant to Section 110.040 SLCRO. The SOQ materials will provide the County Counselor with the information necessary to then select the Special Counsel she deems most suitable to the particular representation or services sought.

St. Louis County values participation by Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) and strives to give MBEs and WBEs maximum meaningful opportunity to participate in the performance of contracts let by the County. The County Counselor’s Office desires to engage Special Counsel that reflect the diverse composition of the residents of St. Louis County. Therefore MBE and WBE firms providing legal services are encouraged to submit SOQs in response to this RFQ.

### **Section 2. Submission of SOQs**

All SOQs shall be submitted to Beth Orwick, St. Louis County Counselor, via email at [borwick@stlouisco.com](mailto:borwick@stlouisco.com). Submissions will be accepted on a rolling basis, beginning January 25, 2021.

### **Section 3. Minimum Qualifications**

The Special Counsel shall be an attorney or a law firm with an attorney licensed to practice law in the State of Missouri.

### **Section 4. SOQ Requirements**

SOQs shall be submitted in the following format and contain all requested content.

#### Section 1: Contact Information

1. Attorney or Firm Name
2. Point of Contact for the SOQ:
  - a. Name
  - b. Street Address
  - c. Phone Number
  - d. Email Address

#### Section 2: Qualifications and Experience

1. Identify and describe Special Counsel's area(s) of legal expertise or experience.
2. Describe any experience representing or working with government entities.
3. Describe the number of attorneys and support staff available to perform services, or alternatively, the method by which Special Counsel would determine the number of personnel necessary to engage in a specific task for the County.
4. For each area of expertise, identify any key personnel who would be assigned to work with the County Counselor's Office. Please include professional resumes, a description of the extent of attorney and staff experience, and description of similar legal work.
5. Identify if Special Counsel is certified as an MBE or WBE
  - a. If certified, please name the certifying agency and provide the applicable NAICS code.

#### Section 3: Proposed Fees

1. Identify the proposed fee structure for legal services.

For legal services in the following areas, the average hourly rate for the services may not exceed \$400 per hour:

  - i. Employment related matters;
  - ii. Civil rights and similar actions; and
  - iii. Matters related to COVID
2. Proposed fee structure shall not include compensation for travel, lodging, or meal expenses.

#### Section 4: References

In this section Special Counsel may include up to five (5) references of current or former clients for whom Special Counsel has provided similar services within the last five (5) years. Each reference must include the client's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Special Counsel. It is the responsibility of the Special Counsel to ensure that this information is current and accurate.

#### **Section 5. Minority/Women-Owned Business Enterprises**

It is the policy of the County that Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs") shall have maximum meaningful opportunity to participate in the performance of contracts with the County. Therefore, MBE and WBE firms providing legal services are encouraged to submit SOQs in response to this RFQ.

A current directory containing the names of firms that are certified as eligible to participate in this RFQ as M/WBEs may be obtained from the following sources: the Missouri Office of Equal Opportunity (<https://apps1.mo.gov/MWBCertifiedFirms/>), St. Louis-Lambert International Airport, or from the Missouri Department of Transportation. The directories are not an endorsement of the quality of performance of any firm or attorney listed; is the information provided is only an acknowledgement of the listed firms' certification as an M/WBE.

#### **Section 6. Insurance**

County shall define required levels and types of insurance, as applicable, if the County Counselor engages the services of Special Counsel.

#### **Section 7. Contract Requirements**

The following contract terms, in addition to requirements and services identified herein, shall be included in the contract entered into by the County and Special Counsel. The County expressly reserves the right to include any additional or different terms in the Contract.

7.1 **Independent Contractor** The relationship of Special Counsel to the County shall be that of independent contractor and no principal agent or employer-employee relationship is created by the contract.

7.2 **Non-Discrimination of Employment.** Special Counsel shall not discriminate against any employee or applicant for employment with Special Counsel because of race, religion, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Special Counsel shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment with Special Counsel

without regard to race, religion, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer and rates of pay or other forms of compensation. In the event of Special Counsel's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Special Counsel may be declared ineligible for further County contracts.

- 7.3 **Changes in Contract.** The Contract may be changed only upon the written agreement of the parties.
- 7.4 **Governing Law.** This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.
- 7.5 **Termination.** The County Counselor shall have the right to terminate the contract immediately in the exercise of her absolute and sole discretion, upon written notice to the Special Counsel. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties. Special Counsel must provide 90 days written notice to County of intent to terminate this contract.
- 7.6 **Funding Out.** This contract shall terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.
- 7.7 **Indemnification.** Special Counsel shall indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including but not limited to attorneys' fees arising out of or resulting from (i) injuries to persons or damage to property occasioned by any acts or omissions of Special Counsel, including its agents and employees; and (ii) any breach of the covenants, representations, certifications, and warranties made by Special Counsel in connection with this Agreement.
- 7.8 **Contract Fees.** The fees quoted by the successful Special Counsel shall remain firm during the contract term unless Special Counsel agrees to reduce said fees.
- 7.9 **Invoices; Required Reporting and Documentation.** Special Counsel shall submit invoices to County in form and substance that is satisfactory to the County Counselor. Such invoices shall describe the services provided, including dates, number of hours, and identification of the personnel performing such services.

## **Section 8. Additional Procedures and Selection of Special Counsel**

The County Counselor shall receive and review the SOQs submitted. If the County Counselor determines that special counsel services are necessary for a particular matter, she will then review the submitted materials to determine if there is an option or are options for Special Counsel with relevant expertise and experience for the services the County needs.

The acceptance of a submitted SOQ does not guarantee that Special Counsel's services will be needed or used by the County. The selection of Special Counsel will be made based on the County Counselor's consideration of qualifications and the information provided in the SOQ, the proposed cost for the services, the nature of the legal services required, and the particular needs of the County at the time of such consideration. The County Counselor shall not be limited to selection of Special Counsel from the pool of submitted SOQs, however, the SOQs will be considered.

If the County Counselor offers the work to Special Counsel, the County Counselor and Special Counsel will have to reach agreement on the specific terms of such engagement, including the scope of services, total maximum compensation, and hourly rates for services. Then, depending on the type of services and the cost of such services, legislative authorization pursuant to Section 110.040 SLCRO may be required. Execution of a written contract will be required in all instances prior to commencement of any work by Special Counsel. St. Louis County will not compensate Special Counsel for any work performed prior to the execution of the written contract or outside the scope of the contract.