

**CITY OF LYONS, GEORGIA
REQUEST FOR PROPOSALS FOR CITY SOLICITOR**

The City of Lyons, Georgia, is requesting proposals from qualified attorneys interested in serving as the City Solicitor for the Lyons Municipal Court.

1. PURPOSE AND SCOPE OF SERVICES

A. Description:

The City Solicitor performs advanced professional legal work involving the prosecution of suspects in misdemeanor criminal cases and participates in administrative and research functions in civil areas when directed. The Solicitor will prosecute cases within the jurisdiction of the City Charter, ordinances, and Georgia State Statutes that are within the original jurisdiction of the Lyons Municipal Court.

B. Qualifications:

Education and Experience: Minimum qualifications include a Juris Doctorate degree from an accredited law school, license to practice law in the state of Georgia, membership in the Georgia State Bar Associations, and three (3) years experience as a practicing attorney.

Knowledge, Skills, and Abilities: Knowledge of proper courtroom procedure and the rules of evidence; working knowledge of criminal law; working knowledge of local ordinances, laws, and procedures; skill in basic supervisory principles and practices; ability to grasp complex factual data, draw appropriate conclusions, and an ability to communicate complex legal ideas to a variety of audiences in clear, comprehensive and professional manner; the ability to read, interpret, apply and explain codes, rules, regulations, policies and procedures; ability to establish and maintain effective working relationships with the City Administration, City Council, Municipal Judge, Police Department, Court staff, and the general public.

C. Term:

The Solicitor Contract will last for a term of one year, but is subject to renewal at the will of the City Council of Lyons.

D. Compensations/Hours of Work:

The City of Lyons Municipal Court is held at the Lyons City Hall, Lyons, Georgia 30436 the second Tuesday of every month. The City will compensate the selected Solicitor at a negotiated flat monthly rate. A typical court day runs from approximately 8 am until 3 pm. Any additional time needed will be negotiated during the selection process.

E. Associated Counsel:

Any counsel associated with or employed by the City Solicitor shall have the authority to perform the services called for herein, and the Solicitor may employ associated counsel to assist at the Solicitor's expense; however, the associated counsel may only perform services not to exceed 25% of the court sessions for the Solicitor. The Solicitor and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Georgia.

G. Accessibility:

The Solicitor shall provide telephone number or numbers so that the Solicitor can be accessible to the Court staff, Police Department, and defendants. The Solicitor will be required to respond to Court Staff and Police Department by the close of the next business day and respond to defendants in a timely manner.

H. Professional Liability Coverage:

During the term of the Contract, the Solicitor shall have the appropriate amount professional liability coverage.

I. Indemnifications:

The Solicitor shall indemnify, defend and hold the City, its elected officials and employees, agents and volunteers harmless from any and all claims, losses or liability, including all costs and attorney's fees, arising out of the Solicitor's performance of obligations pursuant to the Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or negligence of the Solicitor, his or her associates, agents and employees. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Solicitor, its officers, associates, agents, and employees.

J. Assignment or Subcontractors:

No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Solicitor without the prior written consent of the City.

2. INFORMATION TO BE PROVIDED

All respondents must provide the following information:

- A. Resume
- B. Cover letter and statement of qualifications
- C. Required monthly flat fee.
- D. Fee schedule for any additional time required not included during the typical day of court as explained in Section 1.d above.

The original proposal package must be submitted in person or by mail to

Jason Hall City Manager, City of Lyons, 161 NE Broad Street, Lyons, GA 30680, on or before August 13th 2019 at 2p.m.

4. TERMS, CONDITIONS, AND EXCEPTIONS

The City reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so. The City reserves the right to waive informalities and minor irregularities in proposals received. Proposals must include any and all proposed terms and conditions.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or by addendum or amendment. The City is not liable for any costs incurred by respondents prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the attorney in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a Statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.