



**REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES – AUTHORITY AVIATION  
COUNSEL**

The **Northeast Florida Regional Airport (NFRA)** is a public airport located just a few miles north of beautiful and historic St. Augustine, Florida, which is operated by the **St. Johns County Airport Authority** (the “Airport Authority”) on behalf of the citizens of St. Johns County, Florida. The Airport Authority seeks qualifications for legal services for **Authority Aviation Counsel**.

**I. General Specifications:**

- A. Introduction and Background. The Airport Authority seeks to retain an attorney or firm of attorneys to serve in the capacity of Aviation Counsel to the Authority. It is the preference of the Authority that the individual or firm selected be experienced in representing airport owner/operators or other governmental agencies, and have an office in St Johns County.
- B. Engagement. The firm’s engagement will be for a term of up to five (5) years. This engagement may be terminated by the Authority at the Authority’s discretion upon thirty (30) days written notice to the selected Aviation Counsel. The term may be extended beyond five (5) years by mutual agreement of the selected Aviation Counsel and the Authority.
- C. Costs of Replying to RFP. The Authority shall not be liable for any cost incurred by proposers in replying to this Request for Proposals, or if interviewed, their presentation costs.
- D. Executed Engagement Letter to Constitute Entire Agreement. In the event of an award, an engagement letter will be prepared and agreed upon, which will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of the engagement letter. See Exhibit “A”

## **II. Services of Aviation Counsel:**

The attorney or firm of attorneys selected will be required to perform the following services:

- A. Provide advice and counsel to the Authority including, but not limited to:
  - Assist the Authority in maintaining compliance with all applicable federal, state and local laws, rules, regulations, policies and procedures related to the operation and management of federally obligated airports, specifically including those related to FAA Grant Assurances and Part 163.
  - Legal review of airport minimum standards, rules and regulations, fees and charges, and other documents or policies as requested.
  - Legal review of airline operating agreements, concessionaire agreements and/or leases as requested.
  
- B. Provide representation at proceedings including, but not limited to:
  - Litigation, mediation and arbitration of issues arising from Authority's operation of federally obligated airports.
  - Legislative or Regulatory hearings on airport or aviation issues as requested.
  - Appearances before Local, State and Federal regulatory agencies, including but not limited to the FAA.
  
- C. Provide other services including, but not limited to:
  - Representing Authority at meetings and acting as liaison between the Authority and third parties when requested.
  - Coordinating with Authority outside General Counsel and/or other airport consultants as requested.
  - Keeping abreast of current issues surrounding airport operations, general aviation trends and providing legal opinions to Authority and/or its outside general counsel on those issues when requested by the Executive Director or designee(s). Such matters may include proposed or enacted legislation at the Federal, State or Local level, reported Court decisions or regulatory action that may have an impact on the conduct of airport business by the Authority.
  - Providing any other such legal or consultative services as may be required, requested or directed by the Authority Chairperson or Vice Chairperson of the Board of Commissioners, the Executive Director or designee(s).
  - Attendance at and preparation for monthly Commission meetings, special meetings, public hearings, workshops, and any such other meetings as requested by the Chairperson or Vice Chairperson of the Authority Board, Executive Director or designee(s) for purposes of providing legal advice or consultation on airport issues.

## SUBMITTAL REQUIREMENTS

The response for Authority Aviation Counsel must include each of the following items. Failure to provide requested information may result in the response being deemed nonresponsive and therefore eliminated from further consideration.

### **III. About the Firm Making the Proposal:**

- A. Name of firm.
- B. Date established.
- C. Locations of all offices and dates established.
- D. Provide information as to the firm's experience and qualifications in representing similar organizations to the Authority, including local governmental entities in general and airports specifically, or in matters related to airport operations, as well as the legal services specified hereinabove.
- E. Names and resumes of attorneys who will be assigned to this representation. As to each attorney, include the following:
  - a. Whether a member in good standing of the Florida bar, and if so, the date of admission;
  - b. If a member in good standing of other bars, identify state and date of admissions; and
  - c. The experience and qualifications relative to the areas of service required by the Authority, as specified hereinabove.
- F. Identify one attorney to serve as Aviation Counsel at Authority meetings.
- G. Identify one attorney to serve as Deputy Aviation Counsel in the event the Aviation Counsel is unavailable.
- H. Provide an overview of the firm, including other attorneys who are valuable or utilized in providing legal services to the Airport Authority.
- I. Insurance coverage of the firm, including professional errors and omissions amount, general liability and workers compensation.
- J. Describe any services that the Firm plans to subcontract to non- employees (if there are any such services). Identify any subcontractors anticipated to be used in connection with this contract.
- K. Provide a statement indicating any judgments, claims or suits or any administrative, regulatory or state ethics board or similar body proceedings, including disciplinary actions, to which any partners or members of the Firm have been a party, including any prior or pending professional malpractice claims and/or judgments in the past five (5) years.
- L. A description of billing practices, including but not limited to whether travel time is billed by the Firm, and at what rates any travel time is billed.
- M. Fees proposed, including hourly rates for legal assistants, associates, deputy attorney and lead attorney.
- N. Any additional information the firm feels important for consideration.

Note: Since airport-related matters are primarily handled in Federal Court, the Authority will not require Airport Aviation Counsel to be admitted to practice in Florida, however, the Firm's assigned attorneys must be able to be admitted pro hac vice if necessary.

**IV. Conflict of Interest:**

The proposer must make an affirmative statement in its submittal to the effect that, to its knowledge following reasonable inquiry, its retention would not result in a conflict of interest with any party who the firm currently or routinely represents. Alternatively, should any potential conflict exist, the submittal should specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict. Please identify any parties you currently represent or have represented in the last twelve (12) months in a matter adverse to the Authority.

In addition, upon completion of the services rendered under this agreement, the individuals assigned to this effort may not represent clients or seek to obtain contracts with the Authority for a period of six (6) months upon termination of this agreement. This provision can be adjusted by the Authority only by an affirmative resolution of the Authority Board.

**V. Number of Copies Required:**

One (1) original and one (1) duplicate of the original on a flash drive of the submittal should be submitted in a **sealed package**.

**VI. Deadline for RFQ Submittals:**

Submittals must be received by the Authority by **Noon** (Eastern Daylight Time “EDT”) on **February 3, 2023**. Any submittals received after the time and date specified above will not be considered and will be returned unopened.

All submittals received on time will be opened by the Executive Director and evaluated for completeness and made a part of the Airport Authority’s agenda for selection/final action on **February 13, 2023**, beginning at **4:00 P.M.**

**VII. Delivery of RFQ Submittals:**

Submittals may be delivered by hand, by overnight delivery or by certified mail. Submittals may not be delivered in any other manner (including via facsimile and email). All submittals shall be addressed to:

RFQ for Authority **Aviation Counsel**  
C/O Edward R. Wuellner, Executive Director  
4796 US Highway 1, North  
St. Augustine, FL 32095

The outside of the envelope shall be clearly labelled in a minimum of 16 point font and bold, all capitalized letters: **“SEALED RFQ – ATTORNEY SERVICES”**

**VIII. Contact with Airport Authority:**

Contact with the Airport Authority regarding this RFQ for legal services should be direct to Edward R. Wuellner, Executive Director. (904) 209-0090 or [erw@SGJ-airport.com](mailto:erw@SGJ-airport.com) Contact with Airport Authority Members or others is not prohibited.

**IX. Selection:**

The evaluation process will be conducted by one or more Authority members in conjunction with Airport staff, and the Authority Board will make the final selection.

After the Authority has made a selection, the selected firm will be asked to execute the engagement letter in substantially the form attached to this RFQ, incorporating the rates and other basic information. If the selected firm fails to execute the engagement letter within the time allotted by the Authority, the Authority may then move to the next ranked firm. Upon successful execution of the engagement letter, the remaining firms will be notified that the process has been completed and that they were not selected.

The Authority reserves the right to reject any or all proposals, to further negotiate any proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, and to waive any irregularities in any proposal. Late proposals will not be accepted and will be returned unopened.

**Exhibit "A"**

Mr. Edward R. Wuellner, A.A.E.  
Executive Director  
St. Johns County Airport Authority  
4796 U.S. 1 North  
St. Augustine, Florida 32095

**Re: Representation by \_\_\_\_\_**

Dear Mr. Wuellner:

On behalf of the firm, I want to thank you and the Airport Authority for retaining us to represent the St. Johns County Airport Authority. This letter shall confirm our representation and describe generally the services to be performed and the basis for compensation.

**Nature of Representation**

This letter confirms our agreement to represent the St. Johns County Airport Authority (the "Airport Authority") in connection with the following matters:

- A. Provide advice and counsel to the Authority including, but not limited to:
  - Assist the Authority in maintaining compliance with all applicable federal, state and local laws, rules, regulations, policies and procedures related to the operation and management of federally obligated airports, specifically including those related to FAA Grant Assurances and Part 163.
  - Legal review of airport minimum standards, rules and regulations, fees and charges, and other documents or policies as requested.
  - Legal review of airline operating agreements, concessionaire agreements and/or leases as requested.
  
- B. Provide representation at proceedings including, but not limited to:
  - Litigation, mediation and arbitration of issues arising from Authority's operation of federally obligated airports.
  - Legislative or Regulatory hearings on airport or aviation issues as requested.
  - Appearances before Local, State and Federal regulatory agencies, including but not limited to the FAA.
  
- C. Provide other services including, but not limited to:
  - Representing Authority at meetings and acting as liaison between the Authority and third parties when requested.
  - Coordinating with Authority outside General Counsel and/or other airport consultants as requested.
  - Keeping abreast of current issues surrounding airport operations, general aviation trends and providing legal opinions to Authority and/or its outside general counsel on those issues when requested by the Executive Director or designee(s). Such matters may include proposed or enacted legislation at the Federal, State or Local level, reported

Court decisions or regulatory action that may have an impact on the conduct of airport business by the Authority.

- Providing any other such legal or consultative services as may be required, requested or directed by the Authority Chairperson or Vice Chairperson of the Board of Commissioners, the Executive Director or designee(s).

- D. Attendance at and preparation for monthly Commission meetings, special meetings, public hearings, workshops, and any such other meetings as requested by the Chairperson or Vice Chairperson of the Authority Board, Executive Director or designee(s) for purposes of providing legal advice or consultation on airport issues.

All costs would be invoiced separately and would include such items as long distance telephone charges, copying charges, filing fees, and recording charges as may be applicable. Such invoices will be rendered monthly.

We understand that our representation will be limited to these matters. If you desire any additional legal services, please advise us so that we may prepare a separate letter describing those services and the fees to be charged.

#### Fees and Costs

Our fees for the legal services outlined above will be invoiced **monthly**. Legal services will be billed on a monthly basis based on the standard billing rates of the individuals working on the matter. Rates for legal assistants and other lawyers in the firm are \$\_\_\_\_\_.00 per hour for legal assistants and then \$\_\_\_\_\_.00 for our most junior associates to \$\_\_\_\_\_.00 per hour for our most senior attorneys. The lead Authority Aviation Counsel will bill at a rate of \$\_\_\_\_\_.00 per hour.

\_\_\_\_\_ will be the lead Authority Aviation Counsel and will be doing most of the work involved in this representation. However, other attorneys or legal assistants will be used when their services are helpful or more economical.

Payment of our monthly invoices is due within thirty (30) days. However, all fees and costs outstanding at the time of concluding the representation contemplated herein shall become due and be paid at the time the representation is concluded or terminated. Interest at the rate of one percent (1.0%) per month will be payable on all past due invoices. We will include all costs we incur or advance in the course of your representation. Costs may include copy charges, messenger services, long distance telephone charges and other reasonable and necessary charges incurred in the representation.

#### Additional Terms

Either party may cancel this representation upon 30 days written notice to the other party.

#### Security and Integrity of Communications

During the course of our representation, each of us may have the opportunity to correspond using numerous communications mediums. In addition to traditional delivery methods, such as postal service and telephone, constantly developing technology offers further means that are generally accepted and used by individuals and businesses. For convenience and expediency, each of us may utilize these other means, which include facsimile, cellular and cordless telephones, and electronic mail. It is important to understand that these mediums are not necessarily secure from interception or

alteration by others and may not receive protection under state or federal law. Transmitted information is capable and, being a government entity subject to the Public Records Act, not all of our communication will be privileged. Our law firm intends to use these mediums to communicate with you and others during the course of our representation. However, we should each be aware of the security concerns and take these issues into consideration when using these means of communication.

If you find the arrangements outlined above are satisfactory, please sign the enclosed copy and return it to us. If you have any questions about the contents of this letter, or any other matter, we would welcome them.

We sincerely appreciate the opportunity to represent the St. Johns County Airport Authority in this matter and we look forward to a please, successful relationship.

Sincerely,

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*ACKNOWLEDGMENT OF DESIRE TO ENGAGE FIRM*

I/We understand and agree to the terms set forth above and do hereby employ your services in accordance with the same and authorize you to use our/my funds held in your trust account for attorney's fees and costs incurred during your representation.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Edward R. Wuellner, Executive Director