



## **REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES – AUTHORITY GENERAL 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 General 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 General 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 General Counsel. The term may be extended beyond five (5) years by mutual agreement of the selected General 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 General Counsel:**

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

- A. Provide advice and recommendations to the Authority and its Board regarding procedures and law, including Florida's Sunshine and Public Records laws (F.S. 286.001 etseq. and 119.001 etseq.).
- B. Oversee the assignment and management of all legal matters, including all outside counsel.
- C. Attend and provide advice and counsel as requested at the Authority's Board meetings and workshops, including as to matters of parliamentary procedure.
- D. Attend as requested or as necessary and provide oversight and coordination of the Authority's committee meetings, including meetings regarding establishing and reviewing board meeting agendas and reviewing input and updates from outside counsel on legal matters
- E. Oversight of and recommendations related to claims and litigation involving the Authority or as to which the Authority is or is expected to be a party, but not including litigation active or pending prior to the commencement of this engagement.
- F. Undertake special projects and strategic initiatives as requested by the Authority.
- G. Serve as teammate and liaison between Authority staff and the Authority Board as to all matters requiring legal perspective.
- H. Any other matters and issues that may arise from time to time, as assigned by the Authority.

Excluded from the above base representation would be matters of the Authority involving litigation before State and Federal Courts and administrative agencies not concerning the eviction of residential tenants and representation in real estate closings, or matters pertaining to FAA regulation or representation of the Authority before the FAA. Such items would be negotiated on a case-by-case basis with the Authority. Also, 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.

## SUBMITTAL REQUIREMENTS

The response for Authority General 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, 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 General Counsel at Authority meetings.
- G. Identify one attorney to serve as Deputy General Counsel in the event the General 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. 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.
- K. Fees proposed, including \$ amount per month for base services, plus hourly rates for legal assistants, associates, deputy attorney and lead attorney.
- L. Any additional information the firm feels important for consideration.

### **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 General 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 recommendations to the Authority and its Board regarding procedures and law, including Florida's Sunshine and Public Records laws (F.S. 286.001 etseq. and 119.001 etseq.).
- B. Oversee the assignment and management of all legal matters, including all outside counsel, as requested by the Authority.
- C. Attend and provide advice and counsel as requested at the Authority's Board meetings and workshops, including as to matters of parliamentary procedure.
- D. Attend as requested or as necessary and provide oversight and coordination of the Authority's committee meetings, including meetings regarding establishing and reviewing board meeting agendas and reviewing input and updates from outside counsel on legal matters.
- E. Oversight of and recommendations related to claims and litigation involving the Authority or as to which the Authority is or is expected to be a party, but not including litigation active or pending prior to the commencement of this engagement.
- F. Undertake special projects and strategic initiatives as requested by the Authority.
- G. Serve as teammate and liaison between Authority staff and the Authority Board as to all matters requiring legal perspective.
- H. Any other matters and issues that may arise from time to time, as assigned by the Authority.

Excluded from this base representation would be matters of the Authority involving litigation before State and Federal Courts and administrative agencies not concerning the eviction of residential tenants and representation in real estate closings, and matters pertaining to Federal Aviation Administration regulation or representation in front of the FAA. Such items would be negotiated on a case-by-case basis with the Authority. Also, 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 at a monthly rate of \$\_\_\_\_\_.** This monthly rate may be renegotiated, should the Authority expand its needs or volume of matters needing legal review. Also, please keep in mind that matters not specifically included within the legal services specified herein 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 \$\_\_\_\_\_ per hour for legal assistants and then \$\_\_\_\_\_ for our most junior associates to \$\_\_\_\_\_ per hour for our most senior attorneys. The lead Authority General Counsel will bill at a rate of \$\_\_\_\_\_ per hour.

\_\_\_\_\_ will be the lead Authority General 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,

\_\_\_\_\_

*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