



**REQUEST  
FOR  
PROPOSALS**

**FOR ATTORNEY FOR THE PLANNING BOARD  
AND ZONING BOARD OF APPEALS**

**FOR THE VILLAGE/TOWN OF MOUNT KISCO, NY**

**January 2, 2024**

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## **SECTION A**

### **INVITATION**

The Village/Town of Mount Kisco is accepting proposals from qualified attorneys and/or law firms to serve as Attorney for the Planning Board and Zoning Board of Appeals. In this capacity, the successful applicant will serve as the chief legal advisor for these two boards, provide support and advice, litigation services, conduct legal research, and review all legal documents for these two boards as well as prepare and/or review all resolutions of the Planning Board, and prepare all decisions of the Zoning Board of Appeals. Compensation for these services will be in the form of an annual retainer paid in twelve equal monthly installments, not on an hourly or per project basis. Please also indicate the hourly rate to be charged to applicants through their escrow account.

The Village is interested in an attorney/firm with significant experience in land use, planning, and zoning matters. In addition, the successful attorney/firm must be admitted to the bar in New York State, and be able to provide services in the courts of New York State or Federal Courts as required. All proposals should clearly state the educational background and legal experience of the attorney, or in the case of a firm, of the attorneys who will be assigned to work for the Village/Town of Mount Kisco. Further, it is expected that the successful firm would not represent any other residents, businesses, or entities located within the Village/Town of Mount Kisco, entities that have an interest within the Village that are located outside of the Village, or any contiguous municipality other than the Village/Town of Mount Kisco, its employees, and volunteers in their capacity as a member of the duly authorized Planning Board and Zoning Board of Appeals in order to avoid any potential conflict of interest.

#### **KEY ITEMS TO REMEMBER WHEN RESPONDING:**

- The instructions are an integral part of any proposal.
- Responses to this RFP shall include technical and fee proposals along with all other information requested in this RFP.
- The Village/Town of Mount Kisco anticipates awarding to a single qualified attorney or firm.
- It is anticipated that a contract resulting from such an award, if any, will be executed within sixty (60) days of the proposal opening.

Submittal of a proposal indicates acceptance of the conditions contained in the RFP. The Village/Town of Mount Kisco reserves the right to retain all proposals submitted, accept or reject any or all proposals, waive informalities, negotiate changes in the scope of work or services to be provided, and otherwise waive any technicalities.

We look forward to receiving and reviewing your proposal.

## SECTION B

### INSTRUCTIONS

1. All responses must be in writing, in 12 point font size, and signed by the member of your firm who will be the engagement partner (the partner who will have overall responsibility for this engagement and who will be our primary contact with your firm).
2. Six (6) copies of your response must be sent to Village Manager Edward Brancati, by regular mail or overnight delivery (*e.g.*, Federal Express), and must be received by Mr. Brancati on or before 4:00 p.m. on Wednesday, January 31, 2024.
3. You must also e-mail a PDF version (rather than a Word file) of your response, on or before 4:00 p.m. on Wednesday, January 31, 2024, to Village Manager Edward Brancati.
4. Mr. Brancati's e-mail address is [villagemgr@mountkisco.ny.gov](mailto:villagemgr@mountkisco.ny.gov), and his postal address is Office of the Village Manager, Village/Town of Mount Kisco, 104 Main Street, Mount Kisco, NY 10594.
5. Proposals may not be faxed, and faxed proposals will not be accepted.
6. The subject line on your e-mail should read: "Response to Mount Kisco RFP for Planning and Zoning Legal Services." The envelope containing the six (6) hard copies of your response should similarly state: "Response to Mount Kisco RFP for Planning and Zoning Legal Services."
7. By responding to this RFP, you agree that:
  - a) your proposal shall be irrevocable until April 31, 2024;
  - b) you are solely responsible for any and all costs you incur in connection with responding to this RFP;
  - c) you will not look to the Village/Town of Mount Kisco for reimbursement of any costs you incur in connection with responding to this RFP;
  - d) if requested, you will travel to the Village, at your sole expense, for an interview at a time and place of the Village Board's choosing;
  - e) your response, and any documents that accompany your response, once submitted, shall become the property of the Village;
  - f) if you are selected pursuant to this process, you will provide the services requested until May 31, 2025 pursuant to the terms of an engagement letter to be agreed upon between your firm and the Village Board, and which can be renewed, if both parties agree at the end of that period, subject to the General Conditions of this RFP, for two

- (2) additional one-year terms terminating May 31, 2026, and May 31, 2027 respectively;
- g) this RFP is issued to elicit responses about the firms that receive it and is not an offer;
  - h) no contract or other binding obligation with the Village will exist or be deemed to exist, unless and until a written agreement has been executed on terms and conditions acceptable to the Village Board;
  - i) the issuance of this RFP and the submission of the recipient firm's proposal do not create a contract or any obligation upon the Village to enter into a legal relationship with any one or more of the recipient firms; and
  - j) this RFP is subject to the rights reserved by the Village, including, but not limited to the Village's right to:
    - i. withdraw and/or cancel this RFP at any time before final award of the contract,
    - ii. request clarification and/or additional information from any and all proposers,
    - iii. amend any term or requirement of this RFP at any time before award of a contract (respondents may amend their proposals, as directed by the Village, if the Village materially alters or amends the RFP after submission of proposals),
    - iv. alter any key dates or deadlines related to this RFP,
    - v. award the work, in whole or in part, to one or more respondents with or without negotiations or interviews,
    - vi. reject any proposal that does not strictly conform to the requirements of this RFP,
    - vii. conduct an interview with any or all of the respondents to aid in the evaluation process, and
    - viii. negotiate potential contract terms with any respondent.
8. Any questions you might have regarding this process should be submitted in writing and e-mailed to Mr. Brancati at his e-mail address set forth above. We will do our best to respond to all such questions received on or before Monday, January 29, 2024.
9. All information submitted in response to this RFP is subject to the Freedom of Information Law, Article 6 of the New York State Public Officers Law ("FOIL"), which requires public access to certain documents possessed by the Village, unless a specific exemption applies. Respondents are responsible for identifying any information in the respective proposals considered by them to be confidential and exempt from disclosure under FOIL. The Village, however, is obligated to disclose information consistent with the requirements of FOIL, NYS Public Officers Law Section 87.
10. If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Lizette Davis, Secretary to the Village Manager, at (914) 864-0001 or email [ldavis@mountkisco.ny.gov](mailto:ldavis@mountkisco.ny.gov) at least forty-eight (48) hours prior to the Submission Deadline and the Village will make appropriate arrangements for such delivery.

## SECTION C

### GENERAL CONDITIONS

The Village/Town of Mount Kisco (hereinafter referred to as the “Village”) is seeking a qualified Attorney or law firm with significant experience in land use, planning, and zoning matters, to serve as Attorney for the Planning Board and Zoning Board of Appeals and provide LEGAL SERVICES to these boards. The Proposal submitted should include a lump sum price to provide the services described in the “Legal Service Specifications - Part I” section of this RFP. On a separate sheet, provide a detailed schedule of rates for all attorney or employees for legal services described in “Legal Service Specifications - Part II”. Finally, Respondents should include a list of any miscellaneous costs for which the Attorney may seek reimbursement.

The following General Conditions apply to all Respondents, all Proposals submitted in response to this RFP, and all subsequent contracts.

1. Qualifications of Respondent.
  - a. The successful respondent shall be an Attorney, duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of seven (7) years of experience. The Village expects that all legal work will be done by, or under the direct supervision of an Attorney with the aforementioned qualifications. The Attorney shall be personally and corporately responsible for the actions of their legal staff. **For purposes of this Request for Proposal the term “Attorney” shall also mean a qualified law firm including all partners and/or associates of the firm, with not less than one-half of the Attorneys of the firm duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of seven (7) years of experience.**
  - b. In the performance of the services requested, the Attorney shall be an independent contractor. The Attorney shall perform the services on behalf of the Village, however, the Attorney shall agree that neither it, nor its employees, agents, contractors, and/or subcontractors will hold themselves out as, nor claim to be, officers or employees of the Village, or of any of its departments, agencies, or units thereof.
2. Limitations on Work During Tenure.
  - a. The Attorney must agree not to perform any work representing any individual or corporation making application to, or appearing before the Planning Board, Zoning Board or other instrumentality within the Village/Town of Mount Kisco while serving as Attorney for the Planning Board and Zoning Board of Appeals.
  - b. The Attorney must also not represent any other residents, businesses, or entities located within the Village/Town of Mount Kisco, entities that have an interest within the Village that are located outside of the Village, or any contiguous municipality,

other than the Village/Town of Mount Kisco Planning Board, the Village/Town of Mount Kisco Zoning Board of Appeals, Village employees, and volunteers in their capacity as a member of either the Planning Board or Zoning Board of Appeals in order to avoid any potential conflict of interest.

- c. Attorney shall not employ independent consultants, associates, or subcontractors to represent or provide legal services to the Village or any instrumentality thereof, without the express written consent of the Village.
- d. Attorney shall hold harmless and indemnify the Village, the Planning Board, and the Zoning Board of Appeals from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Attorney, its officers, trustees, employees, agents, servants, or independent contractors or subcontractors to the extent set forth in the Insurance Requirements, contained in this request for Proposals.

### 3. Contract.

- a. Acceptance of Proposal. The Village may at its option notify a Respondent in writing that its proposal has been accepted and such acceptance shall at the Village's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Respondent shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Village has delivered either a signed notice in writing to the Respondent or a fully executed written Contract to the Respondent.
- b. The Village desires to enter into a Professional Services Contract as the "Contract" for legal services. Within twenty-one (21) days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract for the performance of the services identified in this Proposal.
- c. Unless otherwise agreed for a specific task or for escrow services performed on behalf of an applicant, and based on time and material in accordance with the submitted hourly fee schedule, compensation for services rendered will be an annual lump-sum fee submitted by Attorney in response to this RFP, paid in twelve equal installments. For specific legal services not covered under the "Legal Services Specifications – Part I" list of services for which a lump sum proposal has been submitted, the Village may request a fixed fee or a not-to-exceed fee on any given project, subject to any conditions and exceptions agreed to by the parties.
- d. Duration. It is intended that this Contract will be for a duration of one (1) year with up to two (2) one-year extensions. The Contract for legal services may be terminated by either party by thirty (30) days written notice. The Contract will provide for annual review of compensation and evaluation of performance. The Contract is

nonexclusive and allows the Village to obtain legal services from other providers if, for any given project, it determines such services to be necessary.

- e. The Proposal must contain a detailed resume of the Attorney who will work with the Village and has primary responsibility. Detailed resumes and levels of responsibility for each person who will work with the Village (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.
- f. Contractual Relationship. No contractual relationship that results from this request for proposals shall impose any liability or duty on the Village/Town of Mount Kisco for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits, and social security.
- g. Use of Other Legal Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Village's rights and abilities to use other Attorneys to provide legal services for any reason.
- h. Payment. The successful Respondent shall submit an invoice for payment of services on a monthly basis. The invoice shall include one-twelfth (1/12<sup>th</sup>) of the annual fee for services accepted by the Village Board of the Village/Town of Mount Kisco. The invoice shall also include a detailed description of all additional services rendered by the Attorney or the Attorney's staff for the preceding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The Attorney and any other individual being invoiced shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. Separate invoices are to be submitted for each applicant for which an escrow has been established in accordance with the Code of the Village/Town of Mount Kisco, are to be detailed as specified in this section, and are to be in accordance with the hourly fee schedule submitted with this RFP for such escrow work.
- i. Negotiation Delay. If any contract cannot be negotiated within thirty (30) days of notification to the designated Respondent, the Village may terminate negotiations with that Respondent and negotiate a contract agreement with another Respondent of its choice.
- j. Subcontracting. The successful Respondent shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Village.



#### 4. General Requirements of Services.

- a. The Attorney shall provide monthly billing statements based on logs kept by any individual for which payment is sought, which clearly indicate personnel and work performed, with dates and hours, categorized for each item on the list of services.
- b. The selected Attorney will be expected to provide the Village with copies of all work product without limitation, which shall include legal opinions, reports, analyses, correspondence, and any other documents produced in connection with the consulting relationship with the Village in printed form as well as in electronic form, as requested. The Village shall own all rights, title and interest, including all copyrights and intellectual property rights, to all documents that are created in connection with the consulting relationship with the Village. The Attorney shall provide all material prepared for each work project to the Village directly. No information shall be released to any party other than the Village without the approval of the Village.

#### 5. Insurance.

- a. The successful Respondent shall, at their own expense, and without expense to the Village, procure and maintain in full force and effect for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in the State of New York: professional liability insurance in the minimum amount of \$1,000,000 dollars to protect the Village in case of negligent errors, acts or/and omissions of the firm; comprehensive general liability insurance in the minimum amount of \$1,000,000 dollars per occurrence, covering at least bodily injury, property damage and broad form contractual liability; automobile liability in the minimum amount of \$1,000,000 dollars combined single limit per occurrence covering owned/non-owned vehicles, such policy to cover bodily injury and property damage; worker's compensation in statutory limits up to an amount of \$1,000,000; errors and omissions liability insurance in the minimum amount of \$250,000 dollars covering losses resulting from errors, and omissions; Cyber Risk in the minimum amount of \$250,000 per occurrence; Excess Umbrella liability of \$5,000,000 per occurrence. Upon request, the successful Respondent shall provide or cause to be provided a certificate of insurance from an authorized insurance agent certifying that such coverage is in effect. The Village and its officers and employees must be named as additional insured under the policies.
- b. The consulting Attorney, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to:
  - i. Worker's compensation insurance;
  - ii. Comprehensive general insurance;
  - iii. Automobile liability insurance (including contractual liability coverage);

- iv. Professional liability insurance;
- v. Minimum wage requirements;
- vi. Unemployment insurance requirements of the Labor Law; and
- vii. Federal and state employment taxes.

6. Miscellaneous Provisions.

- a. Compliance With Laws. This RFP and any contract entered into between the respondent and the Village shall be governed by and in accordance with the laws of the State of New York and the United States of America. The respondent shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Village to terminate any contract.
- b. The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.
- c. Record Keeping. The selected Attorney under contract to provide legal services shall maintain complete legal records and files on any matter in which they have rendered services to the Village. All such records compiled by the Attorney pursuant to any contract in furtherance of this RFP shall revert to the Village upon termination of the contract, including, but not limited to, pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all similar recorded data.

7. General Scope of Services.

- a. The successful respondent shall have and maintain the following:
    - i. substantial knowledge and experience in the interpretation and application of New York State and federal laws as they relate to municipal corporations, municipalities, land use, planning, and zoning;
    - ii. knowledge of Roberts Rules or Order as it relates to Parliamentary duties at public meetings;
    - iii. experience in the New York State Environmental Quality Review Act, otherwise known as SEQRA; and
    - iv. knowledge of issues facing the Village and be prepared to offer legal opinions in writing.
  - b. Prior to commencement of the contract, the Attorney shall have detailed knowledge of Village's current Comprehensive Plan, adopted February 4, 2019, Building Code (Ch. 51), Zoning Code (Ch. 110), and other municipal codes and regulations.
8. Fee Proposal. Please use the fee proposal form included on page 21 of this RFP to submit your fee proposal. For those respondents wishing to submit a proposal to provide legal services to the Planning Board and Zoning Board of Appeals:

- a. Proposals should include a lump sum proposal for providing legal services identified under Legal Service Specifications – Part I, for a twelve (12) month duration. The lump sum proposal should include all staff time to complete the tasks, including any research required.
- b. A cost proposal for those legal services identified under Legal Service Specifications – Part II should include the following:
  - i. The regular billing rates for all personnel of the Attorney, and identifying those attorneys and staff proposed to provide these services to the Village.
  - ii. The discounted rates (if any) to be charged to the Village for all personnel of the Attorney assigned to the Village to provide these services.
  - iii. The billing rates to be charged to applicants where an escrow account has been established in accordance with the Code of the Village/Town of Mount Kisco for all personnel of the Attorney assigned to the Village to provide these services.
  - iv. The disbursements or other services for which the Attorney would expect reimbursement.
  - v. Whether the rates proposed exceed the rates currently being charged by the Attorney to other public entities in New York or elsewhere in the United States.
  - vi. Any alternative fee arrangement the Attorney believes would be beneficial to the Village, along with an explanation as to why the Attorney believes such an alternative arrangement would be favorable.

Nothing herein shall prevent the Village from entering into a fixed-fee arrangement for legal services identified under Legal Service Specifications – Part II based on the hourly rates provided by the Attorney, should such an arrangement be in the best interests of the Village.

#### 9. Non-Collusion.

By submitting a proposal to this RFP, the Attorney warrants and represents that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any member of the Village Board of Trustees, employee, officer, or official of the Village.

**SECTION D**  
**SPECIFICATIONS**

**Legal Service Specifications – Part I.**

The Attorney for the Planning Board and the Zoning Board of Appeals is expected to provide legal advice, services, and recommendations to these two (2) boards and represent these two (2) boards, their appointed members, and Village employees serving these boards in various legal matters. The following list includes, but is not limited to, examples of legal services that the Attorney for the Planning Board and Zoning Board of Appeals will be asked to provide.

1. General Advice to the Planning Board, Zoning Board of Appeals, and Management Staff. Provide general advice and both verbal and, as requested, written opinions on a variety of legal issues involved in the operation of the Planning Board or Zoning Board of Appeals to appointed officials and management staff. This would include, but is not limited to, interpretation of land use laws and regulations, drafting or reviewing legal documents such as site plan approvals, special permits, subdivision plats, easements, deed restrictions, operation and maintenance agreements, and other various resolutions. The Attorney will be expected to issue written legal opinions to the Village, the Planning Board, or Zoning Board of Appeals as requested.
2. Planning Board Meetings. The Attorney shall be required to attend all Planning Board meetings, which are typically held on the second and fourth Tuesday of every month, including, but not limited to, regular meetings, work sessions, executive sessions, advice of counsel sessions, or meetings as requested by the Planning Board not to exceed twenty-four (24) days per year to provide guidance and advice on legal issues that may arise. Attendance via video conference is also acceptable when necessary, warranted, or permitted by the Planning Board.
  - a. The Attorney shall prepare a memorandum updating the Planning Board concerning ongoing issues, projects, and matters the Attorney is working on by 12:00 p.m. the Thursday before each Planning Board meeting.
  - b. Prepare and/or review all resolutions, agreements, settlements, and other actions that the Planning Board may consider entering into, adopting, or taking, including such documents provided by others including, but not limited to, Federal agencies, State agencies, Westchester County or its departments, the Village Board of Trustees, Village employees, Village consultants, other municipal entities, or public authorities or entities.
  - c. Conduct negotiations on behalf of the Planning Board as directed by the Planning Board.

- d. Ensure that all resolutions, agreements, settlements, and other actions that the Planning Board may consider entering into, adopting, or taking conform with all applicable chapters of the Code of the Village/Town of Mount Kisco, the Laws of Westchester County, the State of New York, and the laws of the United States of America.
  - e. Advise the Planning Board in the conduct of their respective duties to insure that they act in accordance with the laws of the United States of America, State of New York, the County of Westchester, and the Village/Town of Mount Kisco; including but not limited to matters involving codes of ethics and conduct, Open Meetings Law and its application to publication and executive session requirements, Freedom of Information Act (FOIA) requirements, State Environmental Quality Review Act (SEQRA) requirements, Building Code requirements, Zoning Code requirements, and Subdivision of Land requirements.
  - f. The Attorney shall act as Parliamentarian during meetings.
3. Zoning Board of Appeals Meetings. The Attorney shall be required to attend all Zoning Board of Appeals meetings, which are typically held on the third Tuesday of every month including, but not limited to, regular meetings, work sessions, executive sessions, advice of counsel sessions, or meetings as requested by the Zoning Board of Appeals not to exceed twelve (12) days per year to provide guidance and advice on legal issues that may arise. Attendance via video conference is also acceptable when necessary, warranted, or permitted by the Zoning Board of Appeals.
- a. The Attorney shall prepare a memorandum updating the Zoning Board of Appeals concerning ongoing issues, projects, and matters the Attorney is working on by 12:00 p.m. the Thursday before each Zoning Board of Appeals meeting.
  - b. Prepare all decisions and resolutions that the Zoning Board of Appeals may consider adopting, and prepare and/or review any other actions the Zoning Board of Appeals may consider entering into, adopting, or taking, including such documents provided by others including, but not limited to, Federal agencies, State agencies, Westchester County or its departments, the Village Board of Trustees, Village employees, Village consultants, other municipal entities, or public authorities or entities.
  - c. Conduct negotiations on behalf of the Zoning Board of Appeals as directed by the Zoning Board of Appeals.
  - d. Ensure that all decisions, resolutions, agreements and other actions that the Zoning Board of Appeals may consider entering into, adopting, or taking conform with all applicable chapters of the Code of the Village/Town of Mount Kisco, the Laws of Westchester County, the State of New York, and the laws of the United States of America.

- e. Advise the Zoning Board of Appeals in the conduct of their respective duties to insure that they act in accordance with the laws of the United States of America, State of New York, the County of Westchester, and the Village/Town of Mount Kisco; including but not limited to matters involving codes of ethics and conduct, Open Meetings Law and its application to publication and executive session requirements, Freedom of Information Act (FOIA) requirements, State Environmental Quality Review Act (SEQRA) requirements, Building Code requirements, and Zoning Code requirements.
  - f. The Attorney shall act as Parliamentarian during meetings.
4. Coordination with Other Legal Service Contractors. As requested by the Mayor, Board of Trustees, Planning Board, Zoning Board of Appeals, or Village Manager, the Attorney is expected to work with other legal service contractors retained by the Village. The Attorney is also expected to supervise the work of attorneys assigned to defend the Village in all litigated cases defended by the Village's insurance carrier, and serve as a liaison between the Village Board, Planning Board, Zoning Board of Appeals and attorneys assigned to defend the Village in all cases defended by the Village's insurance carrier.
5. Proactive Legal Advice. Keep apprised of changes in land use, planning, and zoning law and other factors impacting municipal government, particularly planning and zoning operations. Provide guidance to the Planning Board, Zoning Board of Appeals, Building Inspector, Village Manager, and others through memoranda on matters that will improve understanding of legal issues and planning and zoning operations.
6. Legal Support Services. The Attorney shall be available for telephone calls, conferences, and in-person meetings to provide legal support services to the Planning Board and its members, Zoning Board of Appeals and its members, Building Inspector, and Village Manager as requested, including, but not limited to, providing legal advisory opinions and interpretation of the Code of the Village/Town of Mount Kisco regarding planning and zoning matters.
7. Training.
- a. Provide training for Planning Board members as requested or necessary in accordance with Chapter 25 of the Code of the Village/Town of Mount Kisco.
  - b. Provide training for Zoning Board of Appeals members as requested or necessary in accordance with Chapter 110 of the Code of the Village/Town of Mount Kisco
  - c. Provide training to Village staff as requested, on topics, including, but not limited to, SEQRA rules and regulations, notification requirements, and land use, planning, and zoning matters.

## Legal Service Specifications – Part II.

1. Review of Applications to the Planning Board and Zoning Board of Appeals. The Village has express authority under Chapter 94 and Chapter 110 of the Village Code to require land use applicants to establish an escrow account to reimburse the Village's legal fees for the review of applications before its various boards and commissions. In addition, reviews under the State Environmental Quality Review Act are subject to reimbursement by applicants. Of course, fees must be reasonable and necessary and incurred in connection with the Village's examination and action on an applicant's project. In response to applications received by the Planning Board and/or the Zoning Board of Appeals, the selected Attorney will provide the following services:
  - a. Provide legal opinions of, and answer inquiries relating to, site plans, subdivision plans, land improvement plans, land disturbance plans, and construction plans for projects proposed by applicants to be developed in the Village.
  - b. Prepare, or assist in the preparation of easements, including but not limited to drainage easements, water easements and conservation easements.
  - c. Oversee and assist in the formation of any deed transferring ownership of any parcels or lots to the Village, by means of fee-simple or as otherwise determined appropriate by the Village.
  - d. Review title reports.
  - e. Advise on the meaning and application of the Village Code, or any State or federal laws.
  - f. The Attorney may be requested to meet with the Village from time to time, or to assist the Village in meetings with the applicants to discuss proposed projects.
  - g. The Attorney may be requested to meet with the applicants from time to time to discuss proposed projects.
  - h. The Attorney will be expected to review, as may be submitted each month, plans, reports and other materials submitted to the Planning Board related to any legal issues in a timely manner, without unreasonable delays, identify additional information required from the applicant, and recommend courses of action, as required. Materials are typically submitted twenty-one (21) days prior to the regular meeting.
  - i. The Attorney will be expected to issue written legal opinions to the Planning Board and Village at the agreed upon time.
  - j. The Attorney will provide the Zoning Board of Appeals with written legal opinions of, and answer inquiries relating to, projects proposed by applicants to be developed in the Village.

2. General Litigation and/or Lawsuits. Provide for the defense of the Planning Board and Zoning Board of Appeals, appointed officials, and employees against any general litigation or lawsuits filed against same in the performance of their duties when the case is not defended by the Village's insurance carrier and when authorized by the Board of Trustees.
3. Defense of Claims. The Attorney shall protect the interests of the municipality and assist the Attorney for the Village in defending against claims for damages brought as a result of any action taken by the Planning Board or the Zoning Board of Appeals unless covered by the Village's insurance carrier. When the Village's insurance carrier provides defense, the Attorney shall assist the insurance company attorneys as requested.
4. Legal Proceedings. Represent the Planning Board or Zoning Board of Appeals before any state or federal court and governmental agencies in which the Planning Board or Zoning Board of Appeals is likely to appear in the usual pursuit of its functions, including but not limited to, Article 78 proceedings against the Planning Board or Zoning Board of Appeals as well as any board members unless the Village retains the services of another legal contractor for any particular matter, in which case the Attorney shall assist that attorney or firm.



## **SECTION E**

### **EVALUATION FACTORS**

The Village will evaluate the proposals based on approach, qualifications, experience, and cost. It is the intent of the Village to choose the firm whose proposal provides the best value to the Village. The Village reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the Village's opinion, such rejection is in the best interests of the Village.

In selecting the attorney or firm to provide legal services for the Planning Board and Zoning Board of Appeals, the following factors will be considered:

1. Experience in municipal and/or public entity law, particularly experience in land use, planning, zoning, and environmental law.
2. Qualifications of the individual attorney or attorneys who will be assigned to represent the Planning Board and Zoning Board of Appeals.
3. The annual fee to be charged for legal services listed under Legal Service Specifications – Part I and the billable rates for legal services listed under Legal Service Specifications – Part II and items not included in this RFP.

**SECTION F**  
**RFP PROCESS**

This RFP is the first part of a larger process the Village Board is undertaking to evaluate and select the most qualified and appropriate attorney or law firm to represent the Village's Planning Board and Zoning Board of Appeals. Specifically, the Village Board is seeking to retain an attorney who, or law firm whose lawyers, demonstrate(s) the ability to provide excellent legal services as measured by quality of lawyering, cost-effectiveness, a commitment to proactive advice, responsiveness, integrity, diversity, community, and a dedication to the residents of the Village/Town of Mount Kisco.

1. Interviews. Proposals will be reviewed by the Village Manager and the Village Board of Trustees. Following the evaluation of the proposals, the Village may request attorneys to be interviewed. Attorneys should be prepared to answer detailed questions regarding their proposals during this interview. If a determination is made that interviews are necessary, the interviews will take place in Village Hall of the Village/Town of Mount Kisco, at a mutually acceptable date and time, preferably between the hours of 5:00 p.m. and 8:00 p.m. on either Tuesday, February 6, 2024 or Wednesday, February 7, 2024. It is also possible to schedule a videoconference for the interview if travel to the Village is cost prohibitive. Tentative dates for possible interviews are listed in Section H.
2. Negotiations. Following any interviews, the finalists shall be re-evaluated. The Village may begin contract negotiations with the Attorney whose proposal is determined to be most advantageous to the Village. If negotiations with the selected firm fail, negotiations may be initiated with additional firms until an agreement is reached. The Village reserves the right to reject all offers and end the process without executing a contract.
3. Agreement. If the negotiation produces mutual agreement, a contract for services in accordance with this RFP shall be drafted for final review and execution. This RFP will become an integral part of the contract for services and added as an exhibit to the executed contract. Firms may not modify or substitute any elements of the draft contract without prior approval by the Village.
4. Reservations.
  - a. The Village reserves all rights as detailed in Section B, including the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.
  - b. Submittal of a proposal indicates acceptance of the conditions contained in the RFP. The Village/Town of Mount Kisco reserves the right to retain all proposals submitted, accept or reject any or all proposals, waive informalities, negotiate changes in the scope of work or services to be provided, and otherwise waive any technicalities.

## **SECTION G**

### **CONFLICTS/ISSUES**

Before you begin this RFP process, it is important to determine if your firm would have any conflicts (potential or actual) if selected to represent the Planning Board and Zoning Board of Appeals. If you have any questions regarding any such conflicts, or if you are aware of any such conflicts, you must submit such questions or identify the conflict in writing, by e-mail, to Village Manager Brancati at the e-mail address set forth above. It is recommended that you not start your response to this RFP until any conflicts or issues have been discussed and fully explored with Village Manager Brancati. Unless you state otherwise, the Village Board will deem your response a representation that you are not aware of any conflicts, potential or actual, between any client of your firm and the Village/Town of Mount Kisco, the Village Planning Board, or the Village Zoning Board of Appeals.

**SECTION H**

**TENTNATIVE SCHEDULE**

<b><u>Action</u></b>	<b><u>Estimated Date</u></b>
Publish RFP on Village website:	January 2, 2024
Distribution of RFP:	January 2, 2024
Deadline for receipt of responses to RFP:	January 31, 2024
Interviews:	February 6, 2024 February 7, 2024
Formal award by Village Board:	March 4, 2024
Notice of award and contract documents issued:	March 5, 2024
Contract fully executed	March 8, 2024

**SECTION I**  
**INFORMATION REQUIRED**

Proposals should address the issues outlined in the “General Conditions” (Section C) and “Specifications” (Section D) of this RFP. They should be concise, yet thorough. For the purposes of this section, the term “firm” shall also mean any qualified attorney. Please ensure that your proposal for the Village/Town of Mount Kisco also addresses, to the fullest extent practicable, the following requested information:

1. Identify all municipal entities you currently represent and for which you provide the services detailed in this RFP, the period of time that you have represented each municipal entity, and the area of expertise for the work performed.
2. Identify all municipal entities you have represented within the past five (5) years and for which you have provided the services detailed in this RFP, the period of time that you represented each municipal entity, and the area of expertise for the work performed.
3. Briefly describe your firm’s, background, services, size, history, location of your office(s), and the number of professionals by location. Please specify the practice areas in which you believe your firm offers clients the greatest value and how it can do so for Mount Kisco.
4. Provide a summary of your firm’s experience in providing land use, planning, and zoning legal services to municipal entities, giving particular attention to the services outlined above in Section C and Section D. Identify the percentage of your firm’s revenues derived from representing municipal entities.
5. Describe your firm’s experience negotiating settlements of litigated matters and explain why such settlements were, in your firm’s view, the most prudent course for the matters involved. Please give examples, where possible, and identify the attorneys involved.
6. Describe your firm’s experience in e-discovery.
7. Provide examples where your firm has utilized creative and strategic approaches, to the benefit of a municipal entity, to resolve what would otherwise be a litigated matter.
8. Identify all attorneys you intend to assign to this engagement in accordance with Section C of this RFP. For each attorney listed, include their area(s) of specialization, their title and/or position with your firm or practice, their anticipated role, and their respective educational and professional backgrounds. Please also indicate which attorney would serve as the primary contact and lead attorney for providing services to the Planning Board and Zoning Board of Appeals.
9. Describe your firm’s plan in the event the lead attorney assigned to the engagement with the Village leaves the firm.

10. Identify whether your firm is a certified Minority & Women Owned Business Enterprise (MWBE) or a Service Disabled Veteran-Owned Business (SDVOB), and/or describe the firm's diversity policies, programs, and initiatives.
11. Provide three (3) public sector client references, preferably other municipal entities, for whom your firm has performed similar work to that requested in this RFP who can speak to the experience and expertise of your firm, and in particular, the attorney(s) you propose to advise the Planning Board and Zoning Board of Appeals. For each client, describe the engagement, the period of time you provided services to the client, the services performed, and provide the name, address, and telephone number for a person employed by the client familiar with such work.
12. Within the past five (5) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
13. How does your firm identify and manage conflicts of interest?
14. Are there any potential conflict of interest issues posed by your firm's performance of the work on behalf of the Village?
15. Identify and provide a short description of any malpractice action filed against, or sanction imposed, on your firm or any attorney of your firm.
16. Identify whether your firm or any attorney of your firm have been a defendant or respondent in any litigation or agency action relating to the provision of legal services within the past five (5) years.
17. Has your firm or have any of your firm's attorneys/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts and disposition.
18. Within the last five (5) years, has your firm, or an attorney or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of professional services? If so, please provide an explanation and the current status or disposition of the matter.
19. In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and a contact person, address, and telephone number.
20. Provide any significant awards, accomplishments, or leadership positions that demonstrate expertise or recognition relevant to the Village's legal needs detailed in this RFP.

21. Describe experience in providing training to Planning Boards, Zoning Board of Appeals, their members, and staff, and identify specific training you would or could provide the Planning Board and Zoning Board of Appeals.
22. Describe what you believe would be an ideal working relationship between the Attorney and the Planning Board and Zoning Board of Appeals for the services detailed in this RFP.
23. Describe how you would assure that Planning Board and Zoning Board of Appeals matters as detailed in this RFP would receive prompt and thorough attention.
24. If your firm has a written values statement or a mission statement, please include it with your response.
25. Describe any significant accomplishments in the area of pro-bono work or community service.
26. Complete and return the Fee Proposal Form on Page 23 of this RFP.
27. Complete and return the Disclosure of Relationships Form on pages 24 and 25 of this RFP.
28. Complete and return the Assurances Form on page 26 of this RFP.
29. Complete and return the Affidavit included on page 27 of this RFP.
30. Provide any additional information or considerations that you believe are relevant.
31. Provide a statement explaining any exceptions taken to this RFP. In every case, the Village will assume compliance unless a specific exception is taken.

**ANNUAL FEE FOR LEGAL SERVICES PROPOSAL FORM  
IN ACCORDANCE WITH SPECIFICATIONS  
FOR LEGAL SERVICES**

TO: VILLAGE/TOWN OF MOUNT KISCO, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

\_\_\_\_\_ AND  
BEING RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME,  
AGREES TO FURNISH PROFESSIONAL SERVICES TO PROVIDE LEGAL SERVICES  
IN ACCORDANCE WITH THE "GENERAL CONDITIONS" AND "SPECIFICATIONS"  
CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENTS, THE PROPOSAL  
SUBMITTED BY MY FIRM, AND THE SCHEDULE OF FEES ATTACHED HERETO.

**1. LEGAL SERVICE SPECIFICATION – PART I**

**PROPOSAL - LUMP SUM AMOUNT**

AMOUNT (IN NUMBERS) \$ \_\_\_\_\_

AMOUNT (IN WORDS) \$ \_\_\_\_\_

**2. LEGAL SERVICE SPECIFICATION – PART II**

**ATTACH FEE SCHEDULE AND HOURLY BILLING RATES TO THIS PAGE**

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS.  
(ATTACH AN ADDITIONAL PAGE IF REQUIRED)

UPON ACCEPTANCE OF THIS PROPOSAL, ATTORNEY AGREES TO COMPLY IN  
ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

ATTORNEY/FIRM: \_\_\_\_\_

Legal Name (Person/Firm/Corporation)

AUTHORIZED PERSON: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print/Type)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_



**REQUIRED DISCLOSURE OF RELATIONSHIPS TO  
THE VILLAGE/TOWN OF MOUNT KISCO**

Name of Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

The Reporting Entity is: (Please check one)

\_\_\_\_\_ Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership

Related Employees:

Are any of the employees that you will use to carry out this contract with the Village/Town of Mount Kisco also an officer or employee of the Village/Town of Mount Kisco, or the spouse, or the child or dependent of a Village officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

Related Owners:

If you are the owner of the Company, are you or your spouse, an officer or employee of the Village?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

To answer the following question, the following definition of the word “interest” shall be used. Interest means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. For the purpose of responding to this question, a Village officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, or

officer, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

Do any officers or employees of the Village have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

I am the \_\_\_\_\_ of the reporting entity listed above.  
(Title or Office)

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

Sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Notary Public

**ASSURANCES**

**Equal Employment Opportunity (EEO)**

The firm shall adhere to an EEO policy that does not discriminate with regard to race, color, religion, national origin, sex, sexual orientation, sexual preference, transgender status, disability or age.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory and that these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

a. Does the firm have an EEO policy in place?

Yes

No

b. If the answer to a. above is no, will the firm have such a policy in place for this project?

Yes

No

**Statement of Assurance**

The firm herein assures the Village/Town of Mount Kisco that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name:

\_\_\_\_\_   
 Legal Name (Person/Firm/Corporation)

Authorized Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**AFFIDAVIT**

This proposal is submitted to the Village/Town of Mount Kisco (the Village) by the undersigned, who is an authorized officer of the firm, and said firm is licensed to do business in the State of New York. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding on the firm and failure to adhere to any of these commitments, in the Village's option, may result in a revocation of the agreement.

Consent is hereby given to the Village to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the Village decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the Village, after considering the legal, financial, technical, and character qualifications of the firm, as well as what, in the Village's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in this project and the firm's response.

Company Name: \_\_\_\_\_

Legal Name (Person/Firm/Corporation)

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_