



## **REQUEST FOR PROPOSALS**

### **FLORENCE MUNICIPAL PROSECUTION SERVICES**

**RFQ No. 2025-003**

**Deadline for Submitting Questions: March 27, 2025**

**Proposals Due: April 10, 2025, at 2:00 P.M.**

**Deliver to:**

**City of Florence  
600 West 3rd Street  
Florence, CO 81226**

**Attn: Cortlyne Huppe, City Clerk**

**Tel. 719-784-4848**

**Fax 719-784-0228**

**[cortlyne.huppe@florencecolorado.org](mailto:cortlyne.huppe@florencecolorado.org)**

**<https://www.cityofflorenceco.gov/>**

# FLORENCE MUNICIPAL PROSECUTION SERVICES

## REQUEST FOR PROPOSALS (RFP)

### PROJECT OVERVIEW

This is a Request for Proposals for a Municipal Court Prosecutor (“City Prosecutor”) to provide legal services for the City of Florence (“City”). The City is interested in contracting with an attorney or firm to provide high-quality, responsive, timely and cost-efficient legal services for the City’s municipal court. The purpose of the RFP is to gather pertinent information concerning the ability, qualifications, and costs of an individual attorney or firm to meet the municipal court needs of the City.

The Municipal Court Prosecutor should be experienced in the types of legal issues associated with statutory municipalities and municipal court. The Municipal Court Prosecutor will need to work closely with the City Manager, the Chief of Police, the Court Clerk, the Municipal Judge, and other City staff. The relationship between the City and the Municipal Court Prosecutor will be one of independent contractors, and the prosecutor/firm will not be an employee of the City.

**Background:** The City of Florence is a statutory municipality in Fremont County, Colorado. Municipal court is currently held the first and third Wednesdays (likely moving to once court date per month) every month at City Hall. The Municipal Prosecutor should be available to attend every court session. On occasion, a jury trial or other special hearing may need to be scheduled outside of the regular court calendar. The City has its own Police Department and the Prosecutor will coordinate with the Court Clerk. The Florence Municipal Court handles all municipal infractions, including traffic and parking violations, animal violations, nuisance and building code violations, and other Municipal Code violations. The Municipal Prosecutor must have or must obtain direct access to CCIC (Colorado Crime Information Center).

**Scope of Services:** The Municipal Court Prosecutor will represent the City in the following matters: Prosecution of violations of the City Municipal Code in the City’s Municipal Court and related prosecutorial functions (e.g. plea negotiations, sentencing recommendations, probation revocations and contempt hearing). Legal services will include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation, appeals to municipal, county, and District Court and all related work required to properly represent the City in the following areas:

- Prosecute violations of the Florence Municipal Code.
- Prepare for and attend trials, hearings, and other criminal and civil case activities.
- Review facts and law, conduct legal research, prepare pleadings, and conduct defense interviews.
- Conduct pretrial conferences, including negotiation of plea agreement offers and terms of deferred judgments and prosecution.
- Collaborate and confer with the City Attorney, as needed, including consulting with the City Attorney on interpretations of the Municipal Code and appeals.
- Work with the City Attorney, City staff, and personnel in preparing matters for Municipal Court prosecution.

**Proposals should include the following information:**

- Background of your firm, including size, date established and office location; or individual qualifications if not associated with a firm.
- Information on your/the firm's experience as it relates to the following areas:
  - Prosecution in municipal court, including familiarity with court rules
  - Statutory municipalities
  - Code enforcement
  - Colorado Model Traffic Code
  - Animal control laws
- List the municipalities you currently represent or have previously represented, if any, with the dates of representation for each. Include a summary of your duties and responsibilities for each municipality. Please include a comprehensive list of municipal clients over the past five years and name the attorney assigned to those clients.
- Describe the primary focus of your/the firm's representation not related to municipalities.
- Identify the attorney who would be primarily responsible for work on behalf of the City and, if different from the responsible attorney, the attorney who would attend court dates.
- Specify your availability to attend court dockets.
- Provide information on your billing rates and practices, including:
  - Billing rates for each attorney and any support personnel that would be involved in providing legal services to the City.
  - A summary of your/the firm's billing practices.
  - Rates charged for travel time, and any incidentals such as copying, telephone rates, courier services, faxes, supplies, etc., if any.
- If you are willing to enter a fixed fee agreement, flat rate retainer, or some combination thereof, please describe in your proposal.
- Discuss any known or potential conflicts of interest you or your firm may have in representing the City.
- Describe any formal disciplinary complaints or malpractice complaints that have been made against you, and their final disposition.
- Provide three to five relevant references that the City may contact.
- Please answer the following questions, limiting your combined answer to no more than one-page total:

- Give an example or description of the working relationship you envision with the Court Clerk, other City staff, and the City Attorney.
- Give an example or description of the working relationship you envision with the Municipal Court Judge.
- What steps would you take to prepare for a hearing?

Other Terms and Conditions:

- The City reserves the right to undertake its own investigation to evaluate a candidate. The City shall have the sole discretion to accept or reject any submittal.
- The City reserves the right to solicit or recruit any attorney(s) or legal firms directly to request qualifications.
- All submittals become the property of the City upon receipt and will not be returned to the applicant.
- The City operates under applicable public disclosure laws. Proprietary information must be identified and will be protected to the extent that is legally possible.
- Cost of submitting the response to the RFP, attendance at an interview, or any other such costs are entirely the responsibility of the candidate or candidate firm and shall not be reimbursed in any manner by the City.
- Failure to conform to directions under this RFP may lead to the rejection of a submittal. The submittals should contain all information necessary to evaluate the qualifications of a candidate or firm.
- The City reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the City to hire a new Prosecutor when, in the City's sole discretion, the City determines not to do so.

### **EVALUATION OF PROPOSALS**

All proposals will be evaluated by the City Manager for recommendations to the City Council of the City of Florence. Proposals will be evaluated on the basis of the Evaluation Criteria noted herein. The City Council may make a selection on the basis of the proposals received and may choose to "short list" prospective candidates for further negotiations. The candidate selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Florence and not necessarily on the basis of the lowest price. The City may reject any and all proposals for any reason.

### **EVALUATION CRITERIA**

Proposals will be reviewed and evaluated based on the following criteria:

1. The completeness of the proposal and the information provided;
2. Candidate's experience and professional qualifications;
3. Candidate's proposal and plan for providing the scope of services requested;
4. The proposed billing rates and fee schedule, inclusive of all costs, fees, and expenditures;
5. References from previous projects;

### **CONTRACT DOCUMENT**

See attached for a model contract the candidate will be expected to sign.

### TIMELINE

The preferred candidate will be available for hire and coverage for court dates as soon as April, though the current City Prosecutor is planned to work through May.

### SUBMITTAL FORMAT FOR PROPOSAL

1. Outside cover to read “Proposal for Municipal Prosecution Services, City of Florence, CO”.
  - a. A description of the firm, including, but not limited to, the number of employees employed by the firm; the employees available for the work and their areas of specialization; the number of years the firm/lead attorney has been actively working; and the location of office(s) proposed to handle the work. Limit to one single-sided page.
  - b. The names, contact information, and resumes of key staff who will be assigned to this work in a format that identifies each team member’s education and qualifications. Limit to one single-sided page per staff member.
  - g. A minimum of three (3) professional references.
  - h. One copy of the transmittal letter must be marked Original and have the original signature of the candidate.
2. Scope of Services – any format that addresses the information requested and listed above.

### SUBMITTAL PACKAGE INSTRUCTIONS

1. Five (5) copies of the Submittal are required.
2. Pages shall be stapled single-sided, letter-size (8 ½ x 11 inches).
3. The Submittal must be in a sealed envelope plainly marked on the outside as follows:

Candidate’s Name  
Proposal for Municipal Prosecution Services,  
City of Florence, 600 West 3<sup>rd</sup> Street  
Florence, CO 81226  
Attention: Cortlyne Huppe, City Clerk
4. Submittals must be received at Florence City Hall, 600 West 3rd Street, Florence, CO, 81226 no later than **2:00 pm, April 10, 2025**.
5. Bidders are responsible for all of their costs in preparing and submitting bids proposals for this RFQ.
6. Upon selection, the successful proposer shall be required to enter into a written contract with the City within ten (10) business days of notification of selection.
7. Cost proposals should identify the hourly rate for personnel associated with work that may be considered optional or outside the scope of the engagement.

**FLORENCE MUNICIPAL PROSECUTION SERVICES**  
**REQUEST FOR PROPOSALS (RFP)**

**CANDIDATE SIGNATURE(S)**

This statement indicates that, to the best of my abilities, all information contained in this Submittal is complete and accurate.

I grant the City of Florence, CO and its representatives authorization to contact any of my existing or previous clients (or a team member's clients) for purposes of obtaining an independent evaluation of my or my team member's performance.

I certify under the penalty of perjury that this bid is in all respects bona fide, fair and made without fraud or collusion with any other person, corporation, company, or other entity.

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Signature Required

**PROFESSIONAL SERVICES AGREEMENT  
FOR PROSECUTION SERVICES**

This Professional Services Agreement for Prosecution Services (“Agreement”) is made by and between the *City of Florence, Colorado* (“City”) and *XXXX*. (“Firm”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City of Florence administers and operates a regional municipal court; and

**WHEREAS**, the City desires to engage the law firm of *XXXX*. to provide municipal court prosecution services for the City pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations and performance of the tasks as follows:

**Article I  
Purpose**

The purpose of this Agreement is for the City to contract for municipal court prosecution services to be performed in accordance with the terms and conditions of this Agreement.

**Article II  
Term**

This Agreement shall be effective as of January 5, 2023 (the “Effective Date”). This Agreement shall continue without term unless and until terminated pursuant to this Agreement.

**Article III  
Scope of Services**

3.1 Prosecution Services. Firm shall, at City’s discretion, provide one or more attorneys to serve as the City’s Municipal Court Prosecutor in accordance with Florence Municipal Code and the laws applicable to prosecutors of courts in the State of Colorado, as the same may be amended (“Services”). The Firm has presently designated *XXXX* to serve as the lead prosecutor at the request of City. The Services may include, without limitation, the following:

- (a) Prosecute cases filed in the Municipal Court;
- (b) Attend Pre-trial Docket (virtual or in-person);
- (c) Attend Bench and Jury trials (virtual or in-person);
- (d) Coordinate with City law enforcement regarding prosecution of cases;
- (e) Meet with witnesses or victims regarding complaints;
- (f) Negotiate plea agreements with defendants; and

- (g) Perform all other duties of a municipal prosecutor as may be provided by applicable State law.

3.2 Professional Competency. Firm agrees that in the performance of these Services, the designated prosecutor(s) shall have the level of competency, and shall use the same degree of skill and the care presently maintained by other practicing professionals performing the same or similar types of work.

## **Article IV Compensation**

4.1 Compensation for Time. City shall compensate Firm for all Services performed pursuant to this Agreement through December 31, 2023 at an hourly rate of one hundred and ninety-five dollars (\$195.00) per hour. The foregoing hourly rates shall be billed in tenths of one hour (0.1) increments. Any phone call two tenths of an hour (.2) or less shall be billed at the rate of two tenths of an hour (.2), while longer calls shall be billed according to the time elapsed. City will not be billed more than one hour of travel time for the prosecutor's round trip to and from the City's municipal court.

4.2 Invoices for Services. Invoices for Services performed and expenses incurred under this Agreement will be submitted to the City on a monthly basis in the form of a single statement of Services. Invoices will be submitted to City generally within ten (10) business days following the last day of each month. All invoices for legal Services provided will contain: (1) a detailed description of the Services performed, (2) an accounting of the time charged for each service, and (3) a total amount owed.

4.3 Prompt Payment. Upon Firm's submission of an acceptable invoice required to be submitted under this article, City shall issue payment timely. It is the policy of City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

## **Article V Termination**

5.1 Termination for Convenience. Either Party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice to the other Party when it is in the Party's best interest. Firm shall be compensated for all Services performed and expenses incurred in the manner provided in Article IV up to the time of termination. Firm shall promptly submit its final invoice to City following the time of termination. If Firm has any property or documents in its possession belonging to City, Firm will account for and dispose of the same in the manner requested by the City. All legal opinions and other legal documents prepared or obtained under the terms of this Agreement are instruments of service and City shall retain ownership and a property interest therein. Upon termination, originals and/or copies of all client documents prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and without restriction on their use or further compensation to Firm.



5.2 Termination for Default [Breach or Cause]. If Firm fails to perform in the manner called for in this Agreement, or if Firm fails to comply with any other provisions of this Agreement, City may upon ten (10) days' written notice and reasonable opportunity to cure, terminate this Agreement for default. Termination shall be given by serving a notice of termination on Firm setting forth uncured default and stating the date of termination. Upon termination under this Section 5.2, Firm shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Firm of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

## **Article VI Miscellaneous**

6.1 Independent Contractor. It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Firm is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Firm pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Firm shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement. As such, City shall not: (1) train the Firm's prosecutors; (2) require the prosecutors to complete regular oral or written reports; or (3) require any prosecutor to provide full-time services to City.

6.2 Firm Personnel. Firm will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this Agreement.

- (a) Firm agrees and acknowledges that during the existence of this Agreement, Firm shall be entirely responsible for the liability and payment for Firm or Firm's employees or assistants, of all taxes of whatever kind, arising out of the performances in this Agreement. Other than the payments described in this Agreement, Firm agrees and acknowledges that Firm or Firm's employees or assistants shall not be entitled to any state benefit on account of the Services provided hereunder. CITY SHALL NOT BE LIABLE TO THE FIRM, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION, OR ANY BENEFIT DUE TO A STATE EMPLOYEE. If City shall nonetheless become liable for the payment of taxes, unemployment insurance premiums, or workers' compensation benefits owed by Firm or any of its members, shareholders, or employees as a result of performance by Firm of its obligations under this Agreement, Firm shall promptly pay or reimburse City for such liability.

- (b) Firm agrees that any person employed or engaged by Firm and who assists in performing the Services agreed to herein shall not be considered employees or agents of City. Firm shall be responsible for any payments and other claims due such persons for work performed under this Agreement. Further, Firm agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. City shall not be liable to Firm, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation.

6.3 Assignment of Agreement. Firm may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from City.

6.4 Records Retention. Full and accurate records shall be maintained by Firm at its place of business with respect to all matters covered by this Agreement. Unless otherwise directed by City or otherwise in compliance with the terms set forth in this Paragraph 6.4, Firm shall retain all records relating to the provision of Services herein for a period of four (4) years following the termination of this Agreement. Upon the request of City, Firm shall allow representatives or designees of City to review, examine and make excerpts or transcripts from such records, and/or audit said records at all reasonable times. Upon the request of City, after the expiration of the records retention period, Firm shall return all files and records to City. Firm may destroy all records in whatever media that are not returned at the expiration of the record retention period. Firm may, at its option, return all files and records to City at any time after termination.

6.5 Survival. The obligations of Firm under Section 6.2 shall survive this Agreement.

6.6 Written Notice Delivery. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Firm:

XXXX  
XXXX  
Florence, CO 81226  
E:

For City:

City of Florence  
Attn: Amy Nasta, City Manager  
Florence City Hall  
600 West 3rd Street  
Florence, Colorado 81226  
E: amy.nasta@florencecolorado.org

6.7 Conflict of Interest. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Firm shall immediately and fully disclose the

nature and extent of the conflict to City and resolve the conflict to City's satisfaction. The Firm shall also be bound to follow the Colorado Rules of Professional Conduct.

6.8 Taxes. This Agreement shall not be construed so as to supersede the laws of the United States or the State of Colorado which accord City, and all departments, agencies, and instrumentalities of the State of Colorado exemptions from the payment(s) of all taxes of whatever kind. More specifically, City shall not directly or indirectly be liable for taxes of any kind. To the extent allowed by law, City will provide, upon the request of Firm, all applicable tax exemption certificates.

6.9 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.10 Applicable Law and Venue. The laws of the State of Colorado shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Fremont County, Colorado. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.11 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

6.12 Severability/Interpretation. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.13 Compliance with Laws. Firm shall fully comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended, including, the Colorado Rules of Professional Conduct.

[Signature page follows]

**EXECUTED** on .

**City of Florence, Colorado**

By: \_\_\_\_\_  
Amy Nasta, City Manager

**EXECUTED** on .

**XXXX. (“Firm”)**

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