

OCEAN HIGHWAY & PORT AUTHORITY  
OF NASSUA COUNTY, FL

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REQUEST FOR PROPOSALS FOR LEGAL SERVICES

I. INTENT

The Ocean Highway & Port Authority of Nassau County, FL, (“OHPA”) is a state chartered special district that owns, operates and manages the Port of Fernandina. The Port facility is located in the City of Fernandina Beach, FL. OHPA seeks qualified law firms and/or licensed individuals to serve as a contracted Port Attorney and provide other legal services encompassing the traditional scope of work required by a Florida local government body. The selected attorney will provide legal services to OHPA through its five-member, elected Commission and will also work with other employees and contractors of OHPA, including the Port Operator, Nassau Terminals, LLC. The attorney will attend OHPA public meetings, draft resolutions, and provide legal assistance to all OHPA operations and business as further described below.

All responding firms and/or individuals must be licensed to practice law in the State of Florida and provide proof of “good standing” with The Florida Bar. Preference will be given to those submittals demonstrating extensive successful experience in Florida local government law. In addition, preference will be given to submittals demonstrating experience with public entity representation, maritime operations, state and federal grants and knowledge of federal and state procurement processes and rules. For information about OHPA please visit: <https://www.portoffernandina.org/>

II. TERM AND CONTRACT

The contract resulting from this RFP will be for an annual term with automatic annual renewals, but terminable at any time by a vote of the OHPA Board of Commissioners. The Port Attorney will be required to provide no less than sixty (60) days’ written notice of resignation. OHPA requests a hybrid-based fee structure with a set monthly retainer for “standard” representation and an hourly rate for special projects and litigation, as necessary and approved by the OHPA Board of Commissioners and as more fully described in Section V below. OHPA shall be invoiced monthly and be provided detailed itemized statements. Other contract details will be as negotiated by the parties and memorialized by a formal written engagement contract.

III. SCOPE OF WORK

Under the proposed agreement, the Port Attorney will provide the following services:

1. Provides legal advice, attorney services, and consultation to the Board of Commissioners and its Office Administrator. Such services shall include, but not be limited to: general municipal law, public records and government in the sunshine, parliamentary procedure and board governance, general state and federal laws relating to local government, public disclosure issues, resolution development and interpretation, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, leases, purchasing and procurement, litigation and litigation management.

2. Timely and comprehensive answers to requests for legal opinions, in writing and verbally. Prepares written legal opinions as requested. Availability to answer client inquiries by telephone and/or email;
3. Appear before courts, magistrate hearings, administrative agencies and other local and state government entities to represent the Port's interests;
4. Work cooperatively with any special legal attorney retained by OHPA for special projects. Coordinates with other special attorney, as needed, to assure proper management and budgeting of legal issues, and proper coordination and transition of legal information;
5. Provide guidance and legal advice on the Sunshine Law, Robert's Rules of Order or other meeting procedures, and Board rules and procedures;
6. Assist OHPA officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
7. Prepare and review resolutions for legal correctness and acceptability;
8. Prepare and review contracts, leases, and other documents for legal correctness and acceptability;
9. Review and redraft various OHPA policies for legal correctness and acceptability;
10. Regular attendance at OHPA Board meetings and attendance at other meetings when requested;
11. Perform other legal services and tasks, as requested.

#### IV. CONTRACT ETHICS

1. No elected official or employee of OHPA who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. The attorney or firm shall not accept any client or project that places it in a conflict of interest with its representation of OHPA. If such a conflict of interest is subsequently discovered, the attorney shall notify OHPA immediately.
3. Responding attorneys or firms shall not contact any individual OHPA Board member during the pendency of this RFP.

#### V. PROPOSAL REQUIREMENTS

All proposals shall contain the following information:

##### 1. Firm or Individual's Experience

Provide a description of the proposed Port Attorney's background and expertise relevant to local government representation in Florida, including number of practice years. If the applicant is a multi-attorney firm, provide a brief background history of the firm, the number of attorneys employed, which attorneys would be assigned to OHPA 's work, and which attorney will serve

as Port Attorney. Additionally, describe the availability, if any, of back-up attorneys in case of illness, turnover, or other loss of personnel. If the firm has multiple locations, specify which office is intended to be assigned to OHPA 's work. You may also submit any additional information helpful to the OHPA in evaluating your qualifications to serve as Port Attorney.

## 2. Proposed Fee Structure

Provide a proposed monthly flat fee designed to cover the OHPA's general representation. State separately any work excluded from the monthly flat fee (*e.g.* litigation) and provide the compensation structure for such work. Also, state separately the rate for any other cost items proposed to be itemized and billed (*i.e.* photocopying, Westlaw, or Lexis fees, overhead factor, *etc.*). OHPA reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of OHPA, including cost.

## 2. References

- Provide a reference list of three (3) recent (within five years) local government clients. If local government clients are not available, other major clients may be submitted. Particular attention will be given to local government client references. Please provide contact information including address, phone number and email address.
- OHPA may contact any other known governmental clients, whether offered as references or otherwise, to obtain information that will assist OHPA in evaluating this Proposal.
- OHPA retains the right to use reference information to make selection decisions. Submittal of a proposal is agreement that OHPA may contact and utilize such information.

## 4. Conflict of Interest

Indicate whether your firm currently represents, or has represented in the past three years, any client whose representation may conflict with your ability to serve as Port Attorney for OHPA. Indicate whether your firm currently represents, or has represented in the past two years, contractors who have done work for OHPA in the past three years or who are likely to work for OHPA in the future. Also, indicate if your firm currently represents any real estate developers doing business within, or anticipating doing business within, OHPA.

It is neither OHPA 's responsibility nor practice to acknowledge receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner. OHPA will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

OHPA reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves-the-right-to-select the proposal which furthers the best interests of OHPA. Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal's opening.

VI. HOW TO SUBMIT PROPOSAL

Submissions must be submitted to Patrick W. Krechowski, Port Attorney via email with the subject line: OHPA LEGAL SERVICES PROPOSAL.

The entire proposal and other components requested in this document must be received by **March 31, 2025**. OHPA reserves the right to continue to receive proposals after the due date if none of the originally submitted proposals are acceptable and to select from proposals submitted after the due date.

Complete proposals shall be emailed to:

**Patrick W. Krechowski**  
[pkrechowski@balch.com](mailto:pkrechowski@balch.com)

With a complete copy to:

**Rossana Hebron, Office Administrator**  
[ohpanc@gmail.com](mailto:ohpanc@gmail.com)

VII. CLARIFICATIONS

Should any responder find discrepancies in or omissions from this request for proposals or should any responder be in doubt as to the meaning of any requirement or instruction, questions should be directed to:

Patrick W. Krechowski  
[pkrechowski@balch.com](mailto:pkrechowski@balch.com)

Clarifications of any questions received will be sent to all interested parties or will be posted on OHPA's website. OHPA shall not be responsible for any oral instructions. Interested parties must notify OHPA of any omissions or errors in this document prior to the submission deadline so a corrective addendum may be issued in a timely manner to all interested parties.

VIII. SELECTION

OHPA will select the proposal that the Board of Commissioners determines is in the best interest of OHPA considering the qualifications and experience of the proposer and the compensation amount and details proposed. Preference will be given to those submittals demonstrating extensive successful experience in Florida local government. In addition, preference will be given to submittals demonstrating experience with maritime operations, grant writing/management and public procurement processes and rules.

OHPA intends to review all proposals or a short list of the proposals during its regular meeting on **April 9, 2025**. OHPA may choose to decide final rankings on **April 9, 2025**, or make that decision at a later date. If OHPA chooses to conduct interviews with the proposers or of the short-listed group of proposers, OHPA intends for this to occur on a date to be determined and selected proposers will be notified in advance of the interviews. If OHPA chooses to conduct interviews, the proposers' interview performance and responses will be considered in OHPA's selection decision.

After selecting a top ranked proposal, OHPA will attempt to negotiate an acceptable contract with that top ranked proposer. If OHPA is unable to agree to a contract with the top rank proposer, OHPA will commence negotiations with the next highest ranked proposer.

OHPA reserves the right to continue to receive proposals after the normal due date stated by this RFP if none of the originally submitted proposals are acceptable and reserves the right to select from proposals submitted after the due date in such event. OHPA also reserves the right to delay, reschedule, cancel or otherwise terminate this RFP at any time and at its sole discretion.