



**2025
REQUEST FOR QUALIFICATIONS FOR
PROSECUTOR SERVICES
RFQ #2025-01**

The City of Grain Valley (referred to as the "City") hereby gives notice of their intent to contract City Prosecutor services and will accept sealed qualifications from qualified persons or firms interested in providing the following:

**Four (4) Signed Copies & One (1) Electronic Version
MUST BE RECEIVED BY:
3:00 P.M. AUGUST 1, 2025**

Please mark your submittal "SEALED PROPOSAL –2025 PROSECUTOR SERVICES" and send it to:

**City of Grain Valley
Attention: ED TURNER, Grain Valley Police Department
719 R.D. Mize Road
Grain Valley, Missouri 64029
816-847-6250**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondents are REQUIRED to complete, sign, and return this form with their submittal.

Company Name		Authorized Person (Print)	
_____		_____	
Address		Signature	
_____		_____	
City/State/Zip		Title	
_____		_____	
Telephone #	Fax #	Date	Tax ID #
_____	_____	_____	_____
E-mail		Entity Type	
_____		_____	

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



CITY OF GRAIN VALLEY

REQUEST FOR QUALIFICATIONS 2025-01

PROJECT OVERVIEW & QUALIFICATIONS

The City of Grain Valley, Missouri, is soliciting qualifications from experienced attorneys or law firms to provide professional legal services in the role of City Prosecutor. The selected legal counsel will serve as a key representative for the City, handling prosecution of municipal ordinance violations in the Grain Valley Municipal Court.

This Request for Qualifications (RFQ) is intended to identify qualified legal professionals with demonstrated experience in municipal law. Candidates must have a minimum of five (5) years' experience in municipal law, licensed to practice in the State of Missouri, and a member of the Missouri Bar in good standing. The selected individual or firm must have a strong working knowledge of Missouri law and a comprehensive understanding of the legal framework in which the City of Grain Valley operates.

The City seeks to establish a collaborative, responsive, and ethical legal partnership that supports effective governance and public service. Qualified candidates are invited to submit their credentials and approach for serving in this important role in support of the City's goals and legal responsibilities.

Fees are not requested at this stage. Compensation will be negotiated with the most qualified firm following the evaluation process.

GENERAL INFORMATION

The City of Grain Valley, located in eastern Jackson County, Missouri, is a growing, full-service community of approximately 17,000 residents. The City is a full-service municipality operating under a 4th class form of government with six Aldermen and Mayor elected at-large. The City Administrator, appointed by the Board of Aldermen, is the chief executive responsible for the administration of the various departments, the enforcement of all local ordinances, and implementation of policies adopted by the Board of Aldermen.

The City employs approximately 62 full-time employees, 30 part-time employees, and 12 seasonal employees. Employees are paid on a bi-weekly basis. Full-time employees are eligible for various benefit programs, including health, dental, vision, and life insurance. Within the City organization, there is one (1) collective bargaining unit: Fraternal Order of Police West Central Missouri Regional Lodge #50. The City is a member of Midwest Public Risk (MPR), which provides liability insurance and risk management services. MPR also administers the City's workers compensation program.

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



The City has five (5) departments: Administration, Community Development, Finance, Parks & Recreation and Police. The Administration department is comprised of the City Administrator, Deputy City Administrator, City Clerk, Human Resources Administrator, Public Information Officer and the Municipal Court Administrator. Community Development includes Planning & Engineering, Information Technology, Fleet Maintenance and Public Works Division.

AGREEMENT

After the Board of Aldermen's approval, the successful consultant will be required to sign an agreement with the City of Grain Valley that will incorporate this RFQ and the final negotiated response proposal.

SCOPE OF SERVICES

Area of Coverage

The City of Grain Valley's City Prosecutor will be expected to perform services as required by the City in a professional and timely manner. The City of Grain Valley expects the Prosecutor to approach case management with an emphasis on fairness, efficiency, and fiscal responsibility. This includes making appropriate plea offers aligned with City policy, minimizing unnecessary delays by limiting continuances, and working to ensure that fines, fees, and other court-imposed costs are recouped whenever possible and legally appropriate. Note: Services will vary by project and may include, but are not limited to, the following tasks:

- Attend and represent the City at all municipal court dockets, trials and hearings.
- Be accessible by phone after normal business hours for emergencies and legal guidance, including but not limited to in-custody warrants, charging questions, and legal interpretation.
- Coordinate a mutually agreeable schedule to review and sign municipal citations, probable cause statements, and charging documents.
- Provide legal training and updates to police officers, code enforcement and court staff as requested, including changes in relevant state statutes or case law.
- Consult with City departments, including police and code enforcement, on ordinance violations, enforcement strategy, and municipal code interpretation.
- Work with victim advocate and communicate directly with victims as needed.
- Evaluate and issue additional charges, amend charges as needed, and ensure appropriate legal filings.
- Represent the City in all cases certified to the Jackson County Circuit Court for jury trial, bench trial, or trial de novo, including case preparation, witness coordination, and legal filings.
- Fulfill all prosecutorial functions related to municipal court operations, including reviewing citations, signing charging documents, preparing case files, and advising court personnel as necessary.

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



- Evaluate the need for court-appointed counsel and make appropriate recommendations to the Municipal Judge.

Conflict of Interest

No salaried officer or employee of the City of Grain Valley, nor any member of the Board of Aldermen, shall have a financial interest, direct or indirect, in any contract resulting from this RFQ. A violation of this provision renders the contract void. Contractors must comply with all applicable federal, state, and local conflict of interest regulations, including but not limited to Missouri Revised Statutes Sections 105.450 – 105.496.

The respondent shall affirm that:

1. **No Conflict Exists:**
The firm and its attorneys do not currently represent any clients whose interests are adverse to the City of Grain Valley in any pending or active matter, including litigation, administrative hearings, or public policy disputes.
2. **Disclosure of Past Conflicts:**
The firm shall disclose any prior legal representation against the City of Grain Valley within the past five (5) years, as well as any representation against other Missouri municipalities that could be perceived to present a conflict of interest.
3. **Ongoing Obligation:**
The selected firm shall have an ongoing obligation to disclose any potential or actual conflicts of interest that arise during the term of the engagement. The City reserves the right to review and determine whether such conflicts are disqualifying.
4. **Restrictions on Representation:**
The Prosecutor (and firm, if applicable) shall not represent criminal defendants, plaintiffs, or any parties adverse to the City in any municipal or circuit court action within the State of Missouri during the term of the agreement without prior written consent from the City.
5. **Neutrality and Ethics:**
The Prosecutor must exercise independent, impartial judgment and adhere to the highest ethical standards in all dealings, ensuring the fair and unbiased administration of justice.

Failure to disclose a conflict or potential conflict of interest may result in disqualification of the proposal or immediate termination of the contract.

ORGANIZATION OF RESPONSE

Responses should include responses to each of the following items. Please construct your response in the same order as listed below to facilitate review and comparison. Do not include fees in the response. The City intends to negotiate compensation with the firm selected based on qualifications and overall fit.



1. Provide a general profile of the firm and identify the primary office serving the City of Grain Valley including address and phone number of managing office, areas of legal emphasis, number of attorneys, number of attorneys practicing municipal law, brief history, any satellite locations.
2. Provide a statement of qualifications confirming the attorney's or firm's satisfaction of the qualifications listed in Project Overview/Qualifications and Scope of Services.
3. Identify the professional staff assigned to work with the City, indicating lead representative. Attach relevant experience for each assigned staff member to include education, areas of legal emphasis, years of practice, bar membership and professional memberships/affiliations.
4. Outline your firm's experience in providing city prosecutor services for a city like Grain Valley and briefly summarize three (3) representative projects that illustrate your experience.
5. Define the standard time frames for response by the City Prosecutor to inquiries from designated City staff.
6. Explain any other relevant qualifications.
7. Demonstrate your experience working with other communities that have comparable characteristics to the City. List up to five (5) references from these communities, including names, addresses and phone numbers of contact persons.
8. Disclose if you or the attorneys of your firm have represented a plaintiff against any city in Missouri in the last five (5) years. If so, what was the general premise of the case and what was the outcome?
9. Disclose if during the past five (5) years, you or any attorneys of the firm have had any Missouri Bar or other ethics complaints filed against you/it. Please Explain.
10. All respondents will be required to submit evidence of professional liability insurance at the limits required by the City of Grain Valley and disclose any applicable deductible amount.

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



TIMELINE FOR RFQ PROCESS

The timeline listed below is the City's estimation of time required to complete the RFQ process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Proposed Schedule

- **RFQ Issued:** Week of July 8, 2025
- **Proposal Submission Deadline:** August 1, 2025
- **Proposal Review & Fee Negotiations:** August 4–15, 2025
- **Board of Aldermen Approval:** August 25, 2025

SUBMISSION OF QUALIFICATIONS

Proposals will be submitted by August 1, 2025 by 3 PM CST in the form of four (4) copies and one (1) electronic version. Mark and deliver to:

**City of Grain Valley
Attention: Ed Turner, Chief of Police
719 R.D. Mize Road
Grain Valley, Missouri 64029
Sealed Proposal – 2025 City Prosecutor Services**

The information to be submitted shall be organized as listed below and on 8 1/2" by 11" pages with minimum 11-point font size, double sided, exclusive of front and back covers and tabs. Submissions must be spiral bound. All information should pertain to one of the categories listed and have relevance to this project.

Cover letter, RFQ signature page: Include here any cover letter and the RFQ signature page. Submittals in response to this RFQ must be signed by an authorized representative of the submitting law firm or attorney.

Evaluation Criteria and Selection Process

Proposals will be evaluated by a Selection Committee comprised of City personnel. The City Administrator may accept the committee's recommendation, request interviews, or seek additional information. The selection will be based on the qualifications and approach that best serve the needs of the City. Proposals will be evaluated solely on qualifications and approach. Compensation will be negotiated after selection of the most qualified respondent.

The following criteria will be used in the evaluation process:

- Relevant experience in municipal prosecution, particularly within Missouri
- Demonstrated understanding of municipal court procedures and local government law
- Qualifications, experience, and availability of proposed attorney(s)

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



- Responsiveness and approach to providing timely legal counsel
- Approach to plea agreements, continuances, and case resolution
- Understanding of cost recovery and fiscal responsibility in prosecution
- Experience working with law enforcement and municipal staff
- Overall quality, completeness, and clarity of the proposal
- References and demonstrated performance in comparable cities

Terms and Conditions

1. The City of Grain Valley reserves the right to reject any or all responses or to award the contract to the next most qualified firm if the successful firm does not execute a contract within thirty (30) days after the award of the response.
2. All responses shall become the property of the City of Grain Valley and the City, may, at its option, request oral presentation prior to selection; notification in writing will be given if such meetings are required. No public open bid opening will be held.
3. The City of Grain Valley reserves the right to request clarification of the information submitted and to request additional information of one or more applicants.
4. Any response may be withdrawn up until the date and time set above for the opening of the responses. Any responses not withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the City of Grain Valley the services set forth in the attached specifications, or until one or more of the responses have been approved by the City.
5. Any agreement or contract resulting from the acceptance of a response shall be on forms either supplied by or approved by the City of Grain Valley, and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The City reserves the right to reject any agreement that does not conform to the Request for Qualifications and any City requirements for agreements and contracts.
6. The selected firm(s) shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City of Grain Valley.
7. All costs associated with the preparation of a response in response to the Request for Qualifications shall be the responsibility of the firm submitting the response.



8. The selected firm(s) will be required to provide evidence that they have in force professional liability insurance of a minimum of \$1,000,000 with a maximum \$50,000 deductible.

10. The firm will be expected to meet with the City of Grain Valley at City offices as needed during the course of service engagements.

11. As this is a Request for Qualifications and not a bid, the City of Grain Valley reserves the right to negotiate with any party on any matter.

Questions regarding this Request for Proposal should be directed via email to:

Ed Turner
Chief of Police
eturner@grainvalleypolice.org

Submissions must be submitted at **719 R.D. Mize Road**, Grain Valley, MO 64029 by August 1, 2025 by 3 PM. Late submissions will not be accepted.

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF: _____

_____ being first duly sworn deposes,
(First Name, Last Name)

and says they are _____
(Title of Person Signing)

of _____
(Name of Bidding Company)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

(Notary Public)

My Commission Expires _____



**GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO**

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.

2. DEFINITIONS AS USED HEREIN:
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this proposal.

3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFQ will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley Police Department, 719 R.D. Mize Road, Grain Valley, MO 64029, referencing this RFQ number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFQ number and the name of the project.



All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the City of Grain Valley-Police Department, **719 R.D. Mize Road** Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. **SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED.** Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

9. **BONDS:**
When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.



(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.



19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS
The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).
21. CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor 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 to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.



Company ID Number: 1264865

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by OHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and OHS whenever the representatives' contact information changes.

3. The employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Page 1 of 17 E-Verify MOU fur Employers I Revision Date 00/01113



Company ID Number: 1264865

Approved by:

Employer	
Name (Please type or print)	Title
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date