



NOTICE TO FIRMS
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
City Attorney Services

Updated Release Date: 9/7/22

Updated Submittal Deadline: 10/6/22

1.0 Introduction

1.1 *Proposed Solicitation*

Heber City, hereinafter referred to as the “City”, is soliciting proposals for contracted **City Attorney Services**. This will be a competitive negotiation process, wherein negotiations will commence with the firm deemed most qualified. Qualified organizations, which could include a variety of providers from sole proprietors to large firms and in-between, hereafter referred to as “**Firm(s)**”, that meet the requirements set forth in this Request for Qualifications (RFQ), and are capable of expanding to meet the City’s future needs, are encouraged to participate.

1.2 *Civil Legal Services*

The intent of this RFQ is to competitively evaluate proposals from qualified Firms for the provision of general legal services to the City, with the primary focus being **Civil Legal Services**. Qualified Firm(s) will also show membership and expertise in at least two of the following Utah Bar Association Sections: government and administration, constitution law, environmental law and construction law.

1.3 *General Information about the City*

General information about the City can be found at www.Heberut.gov.

2.0 Instructions

2.1 *Purpose*

The purpose of this (RFQ) is to provide interested Firms with the necessary information for preparing proposals to provide contracted City Attorney services to the City. The Firm selected to represent the City as City Attorney will provide general legal services to the City. The City’s legal needs include, but not limited to, City’s Community Reinvestment Agency, water rights, zoning development, annexations, and master development agreements, etc. The City Attorney will help manage and utilize special counsel for bonding, Heber City Airport, and other special issues. Some of the current special counsel’s work could be transferred to the City Attorney Firm, depending upon the depth and breadth of special services available from the winning firm. This RFQ is not intended to include City prosecution services.

2.2 *Proposal Submission*

Each proposal shall be submitted in the specified format and must be delivered electronically, in a PDF format/file, to the City. The electronic copy of the proposal can be sent via email to hfranco@heberut.gov or sent via a thumb drive mailed to Mayor

Heidi Franco at 75 North Main, Heber City, Utah, 84032, or delivered in person to the Mayor through Trina Cooke, Heber City Recorder. All submittals must be to the attention of Mayor Heidi Franco. Proposals shall be received no later than 5:00 PM on Monday, October 6, 2022. Submissions after this deadline will not be accepted.

2.3 Schedule of Events

The City will proceed with the RFQ process in a series of steps. This RFQ's schedule for release, submittal, evaluation, and selection is summarized in section 6, Proposal Schedule.

2.4 Questions Related to this RFQ

In order to avoid any potential confusion, and to minimize the burden on City staff, the City requires that all questions relating to this RFQ be directed to City Mayor, Heidi Franco in writing at hfranco@Heberut.gov. **Any Firms found to be soliciting other members of City staff or officials during this RFQ process may be automatically disqualified from any further consideration.**

3.0 Conditions and Requirements

3.1 Term

The City intends to enter into a contract running for at least two (2) consecutive years with an option to extend the agreement for additional terms, upon renewal.

3.2 Right to Contract for Selected Services

The City reserves the right to contract for any services relating to this proposal from any firm, in part or in whole. The City may select several Firms to provide all necessary services.

3.3 Evaluation Criteria – Proposal Outline

The factors that will be considered in the evaluation of proposals are summarized below. A firm may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. ***Late submissions will not be considered.***

The RFQ Proposal's evaluation criteria will include, but not be limited to, the following:

3.3.1 Proper Submission and Completeness of RFQ: Receipt of complete proposal by the due date as outlined in the proposal schedule under section 6.0, and proposal Format under section 5.0. ***Weighted at 10% of total criteria. Section numbers***

below to be addressed here are 5.1, 5.2, 5.3, 5.6.3, plus a written affirmation of understanding this RFQ's Sections 3 & 4.4 parameters.

- 3.3.2 *Comprehensiveness of Services Provided:* The firm must have the capability to meet the required services and service levels described in this RFQ. *Weighted at 30% of total criteria. Section numbers below to be addressed here are 4.1-4.1.13, 4.2 – 4.3, 5.4 – 5.5.3, 5.5.5 – 5.5.8, & 5.7.6.*
- 3.3.3 *Public Sector Experience & References:* The Firm's experience in providing services to the public sector will be assessed as well as client references and staff assigned to the relationship, litigation record (if Firm offers litigation services), scholarship, attorney qualifications, and Utah State Bar record & section memberships. *Weighted at 30% of total criteria. Section numbers below to be addressed here are 3.3.3, 5.5.9, 5.6.1, 5.6.2, 5.6.6, 5.6.7, 5.7.1 – 5.7.5, & 5.8.*
- 3.3.4 *Strength and Stability of Firm:* The firm's financial strength and stability will be assessed, including malpractice insurance coverage; firm document, retention, and security policies; any existing conflicts of interest with Heber City and/or Heber City staff and elected officials (including business, family, and other close relationships), and other disclosures required interview. *Weighted at 30% of total criteria. Section numbers below to be addressed here are 3.10 & 5.11, 3.12, 3.13, 5.5.4, 5.6.4, 5.6.5, 5.6.8, (5.9- 5.9.7 disclosed in interview) & 5.10.*

3.4 *Right to Request Additional Information*

During the evaluation process, the City reserve the right to request additional information and clarification from Firms.

3.5 *Right to Reject Any or All Proposals*

The City reserves the right to reject any or all proposals, and to accept any proposal deemed in the best interest of the City. When two or more Firms are deemed equal, the City reserves the right to make the award to one of the two Firms.

3.6 *Contracts*

It is recognized that the formal basis of any agreement between the City and the Firm is a contract rather than a proposal. In submitting proposals, Firms must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. The proposal will become part of the contract between the City and the successful Firm.

3.7 *Personnel*

Engagement partners, managers, other supervisory staff and specialists may be changed if these personnel leave the Firm, are promoted, or are assigned to other offices. The

personnel may also be changed for other reasons with the express written consent of the City. However, in either case, the City retains the right to approve or reject replacements.

3.8 *Rights to Submitted Materials*

All proposals, inquiries, responses, or correspondence related to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the firm will become property of the City and a matter of public record, except for Section 5.9 which will be disclosed confidentially during City interview.

3.9 *Proposal Interpretations and Addenda*

Any changes to this RFQ by the Mayor will be sent to each Firm or individual to whom an RFQ has been sent. Such changes become an integral part of the RFQ for incorporation into any contract awarded pursuant to the RFQ.

3.10 *Insurance Requirements*

For the duration of the contract, the Firm must maintain a minimum state required malpractice insurance policy included in service agreement. The cost of such malpractice insurance is the Firm's responsibility and Firm must annually disclose a copy of the malpractice insurance bond to the City.

3.11 *Additional Services*

Upon final selection of the Firm, the scope of service may be modified and refined during negotiations with the City.

3.12 *Undue Influence*

The Firm declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFQ, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Firm, or from any officer, employee or agent of the Firm, in connection with the award of the Agreement or any work to be conducted as a result of the RFQ. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

3.13 *Non-Discrimination*

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our firms not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition.

Upon acceptance of a proposal, the City may request that the selected Firm sign a statement affirming their compliance with this policy.

3.14 Incurred Cost

City is not liable for any cost incurred by a Firm in the preparation and/or presentation of their proposal.

3.15 Independent Contractor

The City Attorney will be an independent contractor. All persons employed by a Firm in accordance with the contract resulting from this RFQ will be employees of the Firm and not the City.

4.0 Scope of Services

City is seeking contracted City Attorney services. The awarded Firm will be responsible for providing general legal services. The awarded Firm shall appoint an attorney to serve as City Attorney. The City Attorney will be required to attend all City Council business meetings or other meetings as required. In the event that the City Attorney is not available for a meeting, awarded Firm shall further designate a backup attorney to attend the meetings.

4.1 Unless otherwise specified by the Legislative Body the Awarded Firm will be responsible for:

4.1.1 Legal aspects of general administration of City business, including preparing and providing legal opinions; assist with establishment of correct legal procedures, applicable federal, state, and city laws/policies; drafting and reviewing ordinances, resolutions, contracts, orders, agreements, and other legal documents; and related tasks needed to support Mayor, City Council, & City personnel.

4.1.2 Providing sound legal direction, advice, counsel, training, consultation and opinions on all forms of City business, including but not limited to, the following:

General Knowledge / Primary:

- Utah's Land Use, Development and Management Act (LUDMA)
- Government & Administration, Administrative Law: federal, state, county, city
- Public Financing (excluding bond council)
- Codification of Ordinances
- Election Laws
- Open / Public Meetings
- Public Records (GRAMA Requests)

- State Ethics Law
- Contracts
- General Business Law
- Water Law
- Environmental Law
- Public Private Partnerships
- Construction Law
- Real Property Transaction
- Employment/Personnel

Specific / Specialized:

- Litigation
- 4.1.3* Attend City Council, Planning Commission (when requested), or any other City meeting as requested. City Council and Planning Commission currently meet on Tuesday evenings each week, starting between 4 pm – 6 pm; but times can change.
- 4.1.4* Review City Council packets and provide advice to Council and staff. Review Planning Commission packets when requested and provide advice.
- 4.1.5* Notify City of changes in state and federal laws that require changes in city codes, ordinances, regulations, or policies to remain in compliance with applicable laws.
- 4.1.6* May be called upon to appear before courts and administrative agencies to represent the City's interests.
- 4.1.7* Prepares and reviews ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
- 4.1.8* Works cooperatively with other legal counsel retained by the City for special projects.
- 4.1.9* Coordinates with other special counsel, as needed, to assure proper management and tracking of legal issues, and proper coordination and transition of legal issues among special counsel and costs associated with such.
- 4.1.10* Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and avoiding potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
- 4.1.11* Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.

- 4.1.12 Provides the Mayor and Council with guidance as to substantive procedural matters relating to Council, Committee, or Commission meetings and items that arise at these meetings and internal city policies.
- 4.1.13 Prepares legal opinions at the request of the City Mayor, the Governing Body, or City Manager.
- 4.2 Legal activities such as complex litigation and special project assignments which fall outside of the above categories, and which would include costs exceeding the projections of the city's budget for city attorney services, must be authorized by the City Council. Awarded Firm(s) and the City Manager will regularly review the level of expenditures on city attorney services and will prioritize projects in order to stay within budgeted amounts.
- 4.3 The awarded Firm will coordinate with the City Mayor, City Council, City Manager and department heads, and shall report directly to the City Mayor and Council, or City Manager when designated.
- 4.4 The City reserves the right in all situations to retain separate outside counsel. It is recognized that the City presently utilizes other law firms to provide representation in various legal matters.

5.0 Proposal Format

Firms must include the following terms in their proposal addressing the scope of work in section 4.0.

5.1 Letter of Transmittal

Include a cover letter, not to exceed one page in length, signed by a duly authorized representative of the Firm. The cover letter must include name, address, telephone number and e-mail address of the Firm submitting the proposal. In addition, the name, title, address, telephone number, and e-mail address of the person or persons to contact who are authorized to represent the Firm to whom the correspondence should be directed should also be included.

5.2 Certification of Proposals

Submit a completed Certification of Proposal to Heber City (see Appendix A).

5.3 Table of Contents

Include a clear identification of the submitted material by section and by page number.

5.4 *Statement of Understanding*

Include a detailed statement of understanding of the City Attorney services to be provided. If there are services listed in this RFQ that the firm will not be able to provide, describe those services in this section.

5.5 *Approach to Legal Services*

Please describe how you would approach the provision of these legal services by including a brief response to the following items:

- 5.5.1 Describe your view of the role of the City Attorney, and your commitment to law and due process.
- 5.5.2 Describe how you will keep the Mayor, the Governing Body and City Manager informed about the status of litigation and other legal matters.
- 5.5.3 Provide an example of a written communication (not to exceed 5 pages) to the City governing body about a legal issue, in which options are explained and a recommendation is given.
- 5.5.4 Describe how you will track and manage legal costs, billing/invoices process, so that the City's legal costs are held to a minimum. Please provide an example.
- 5.5.5 Describe how you would advise the Mayor and City Council about legal developments or issues of concern.
- 5.5.6 Describe how as the City Attorney you would coordinate your work with the Mayor, City Council, City Manager, and City Staff.
- 5.5.7 How would you evaluate whether to use an attorney within your law firm or an attorney from another Firm to handle a case, provide expert advice, or provide other needed services?
- 5.5.8 Describe the Firm's practices regarding professional development, training, and keeping current with the law and legal matters affecting their clients.
- 5.5.9 Describe any scholarship or panels, or other expertise your firm has engaged in (re: Municipal issues). Qualified Firm(s) will also show membership and expertise in at least two of the following Utah Bar Association Sections: government and administration, constitution law, environmental law, and construction law.

5.6 *Background and Capacity*

- 5.6.1 Describe your Firm's background and history; include number of years in business.
- 5.6.2 Describe your Firm's municipal legal services, training, & experience.
- 5.6.3 Location of office(s) that would serve the City, contact information including cell, office phone, and email.
- 5.6.4 Types of communications devices that would be used by the Firm in communicating with the City and participating in meetings (e.g., virtual communications, email, telephone, etc.)
- 5.6.5 Staff services available (clerical support, paralegals, other non-attorney staff).
- 5.6.6 Provide names and qualifications of attorney(s) in your firm who would be able to assist in providing such legal services.
- 5.6.7 When proposing to provide City Attorney services, please indicate the Firm attorneys you would expect to use on behalf of the City for specific areas of expertise per Section 4.1.2 above.
- 5.6.8 Describe your Firm's document security and retention policy.

5.7 *Proposed Attorney(s)*

Name the person whom you propose to designate as City Attorney, or as supporting City Attorney(s) in case of absence. Provide the following for each:

- 5.7.1 Certificates or licenses, including the date of admission to the State Bar of Utah. Proposed City Attorney(s) in Firm must be members of the Utah State Bar for at least five years.
- 5.7.2 Description of education (including name of educational institutions, degrees conferred, and year of each).
- 5.7.3 Professional background and professional associations, including Utah State Bar section membership.
- 5.7.4 Experience with and knowledge of the law relating to municipal law, land use and planning, redevelopment law, general plans, code enforcements and other related areas of law, administrative law; personnel law, water law, construction law, environmental law, employment law, and other areas in Section 4.1.2.
- 5.7.5 Specific expertise and training.

5.7.6 Availability to serve as City Attorney. Please include summary pertaining to whether office space would be needed in Heber City Hall and how many hours or days a week would be spent in City office.

5.8 *References*

Provide contact information for any municipal clients for which your Firm's services have been provided in the last three years.

5.9 *Firm Potential Conflicts of Interest (As said in Section 3.8, information from your Firm in this Section will be disclosed confidentially to City in interview.)*

5.9.1 Identify any *foreseeable* or *potential* Firm's conflicts of interest with private or public clients you serve and the manner in which you would propose to resolve such conflicts (specifically developers, businesses, individuals and other agencies).

5.9.2 For the Firm's person(s) to be designated as providing City Attorney services, list all public clients that designated person(s) presently represent as City Attorney or general counsel, along with the meeting dates and times for each governing body; and the manner in which you would propose to resolve any time conflicts.

5.9.3 For the Firm's person(s) to be designated as providing City Attorney services, list all private clients that could potentially pose conflicts of interest to Heber City, and the manner in which you would propose to resolve such conflicts.

5.9.4 Identify all situations in the last five years in which the Firm or person(s) designated to provide City Attorney services have been adverse to public entities in litigation or administrative matters.

5.9.5 Disclose any existing Firm or designated person(s) conflicts of interest to Heber City, Heber City staff and elected officials (including business, family, and other close relationships that could generate conflicts of interest) within the last five years.

5.9.6 Disclose any Utah State Bar complaints against the Firm's person(s) designated for City attorney services that *have not been resolved* within the last five years.

5.9.7 Disclose any malpractice lawsuits against the Firm's person(s) designated for City Attorney services within the last five years *that have not been resolved*.

5.10 *Structure of Legal Charges*

The legal charges for your Firm's services will be negotiated. The City will want information in interview about any retainer, billing of services on an hourly basis, or a

combination of the two, and whether travel costs would be included in hourly rate and/or retainer, or billed separately.

In the proposal, the City wants to know about the Firm's preferred method for billing & payment of provided legal services.

5.11 Insurance Requirements

Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Firm, his agents, representatives, employees or subcontractors. Please provide list of insurance coverages and amounts of coverages proposed by the Firm. Malpractice insurance must include state required minimum and be disclosed annually to City.

6.0 Proposal Schedule

Event/Activity	Date*
Release of Updated RFQ	September 7, 2022
Final Date for Receipt of Proposals	October 6, 2022 @ 5:00 PM
Evaluation & Review	October 10-20, 2022
Firm Interviews	October 24-28, 2022
Mayor's Notification to Firms of Results	By October 31 st – November 3, 2022
Contract Negotiation	After Nov. 7, 2022
Mayor's Nomination & Council Approval	Nov. 2022
Start Date	December 1, 2022

**Dates are subject to change.*

Appendix A

Certification of Proposal to Heber City

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ) and to be bound by the terms and conditions of the RFQ.
- II. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the RFQ.
- V. This firm has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.

Name of Firm: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

EMAIL Address: _____