

**REQUEST FOR PROPOSAL (RFP)  
FOR A CITY ATTORNEY**

**1. REQUEST FOR PROPOSAL:**

Willard City (“the City”) requests proposal for the services of a City Attorney. Each response to this Request for Proposal (“RFP”) must contain all of the information solicited in order for the applicant to be considered for appointment.

**2. BACKGROUND:**

The City will retain a City Attorney to perform the duties described in the duties and responsibilities (Exhibit A). The City Attorney is appointed by the Mayor and confirmed by the City Council. He or she serves at the will of the Mayor and works under the direct supervision of the Mayor. The level of legal service required of the City Attorney shall include attendance at City Council Meetings and Planning Commission Meetings as requested, attendance at other meetings as requested by the Mayor, and attendance at hearings to represent the city’s interests as required.

**3. SCOPE:**

The scope of work for the City Attorney position is attached to this RFP as Exhibit A. The scope of work also describes the preferred qualifications for the position.

**4. REMUNERATION:**

The City Attorney is an independent contractor who receives no employee benefits, no workers compensation coverage from the City and no Internal Revenue Service withholdings are made from pay. The successful applicant will be expected to enter into a contract with the City upon appointment by the Mayor and confirmation by the City Council.

**5. QUALIFICATIONS:** Applicants shall provide information regarding their education and experience that qualify them to perform the services described in the scope of work. Candidates with significant experience providing legal services to municipalities or similar government entities will be given preference. Applicants must be members of the Utah State Bar in good standing.

**6. SUBMITTAL REQUIREMENTS:**

**The statement of qualifications shall be accompanied by:**

- a. a list of at least five (5) professional references who can attest to the applicant’s character and ability;
- b. a current resume reflecting work experience and educational attainments.

**The applicant shall sign and date the statement of qualifications.**

**7. RECOMMENDATIONS:**

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the remunerated categories,

should be provided as an appendix to the proposal. If publications are provided, the document and page number shall be referenced. The proposal shall be divided into sections as indicated below:

Sealed Proposal: Each proposal shall be submitted to the Office of the City Recorder at 80 W 50 S, Willard, UT 84340 on or before July 11, 2019, 4pm Mountain Daylight Savings Time. No additional proposals will be received thereafter. Proposals must not exceed twenty-five (25) pages. Seven (7) hard copies of each proposal must be submitted and one (1) electronic copy that is emailed to the City Recorder at willardcity@comcast.net. The proposal will remain valid for at least thirty (30) days.

8. **CRITERIA FOR SELECTION:**

- a. Based upon a review of the City of all submissions, an undetermined number of finalists will be invited to participate in an interview with the City selection committee comprised of the Mayor, the Chief of Police, two members of the City Council and the City Recorder. No contact should be made with members of the review committee prior to their review. (Date, time and location of the interview are yet to be determined.)
- b. Following the interviews the selection committee will rank the proposals.
- c. The City will enter into contract negotiations with the applicant selected by the selection committee.
- d. In the event the City is not able to negotiate a mutually acceptable contract with the successful applicant, it reserves the right to terminate negotiations and then undertake negotiations with one of the other finalists.
- e. The following areas will be considered in the selection:

i. **Applicants Qualifications and experience:**

- This includes the ability of the applicant to meet the needs of the RFP (see exhibit A). Particularly time constraints, cooperation and participation by City staff, elected officials and special interest groups, and the quality and relevancy of Total Experience and Municipal Experience studies and projects of similar nature completed by the consultant

ii. **Time Availability and “Back-up Attorneys” Services**

- Availability to attend the City Council and Planning Commission meetings.
- Names of associate attorneys or “back-up/substitute” attorneys who would be available.

iii. **Proposed Contract Amounts for Attorney Services Personnel:**

- Hourly contract amount
- Other – Please Specify

9. **IN-PERSON INTERVIEW:**

An in-person interview of one or more applicants may be made by the committee prior to the offer of appointment being made.

10. **RIGHT TO REJECT ALL STATEMENTS OF PROPOSAL:**

There is no guarantee that a candidate will be appointed to fill the City Attorney position. The City reserves the right to reject any or all statements of qualifications.

11. **ADDENDA TO THE REQUEST FOR PROPOSALS:**

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all applicants invited to respond.

12. **LATE PROPOSALS:**

Late proposals will not be accepted. It is the responsibility of the consulting firm to ensure that the proposal arrives prior to 4pm Mountain Daylight Savings Time on July 11, 2019.

13. **ACCEPTANCE OF PROPOSAL CONTENT:**

The contents of the proposal of the successful applicant may become contractual obligation if the City wishes to execute a contract based on the submitted proposal. Failure of the successful applicant to accept these obligations in a contract may result in cancelation of the award and such applicant may be removed from future solicitations.

14. **REFERENCE CHECKS:**

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the applicant's performance on previous assignments.

15. **WRITTEN AGREEMENT:**

The successful applicant will be required to enter into a written agreement with the City in a form acceptable to the City.

16. **ADDITIONAL INFORMATION:**

For additional information regarding the services specified in this request for proposal, contact, the City Recorder.

## Exhibit A

### **CITY ATTORNEY DUTIES AND RESPONSIBILITIES**

The City Attorney is appointed by the Mayor with the advice and consent of the City Council and serves at the will of the Mayor.

The City Attorney is available for consultation with City officials during all normal City business hours; is personally present as requested at City Council meetings and at other appointments as requested; up to (hours as agreed in contract) hours per week average availability.

The City Attorney is licensed to practice law in the state of Utah, is a member in good standing of the Utah State Bar and is free from a history of disciplinary action by the Bar.

The City Attorney complies with all laws, rules of professional conduct and City policies regulating his or her position and profession.

The City Attorney performs his or her work in a prompt, timely and professionally competent manner reflecting the urgency of the need by City officials for the particular legal service.

The City Attorney enforces state laws and local ordinances within the corporate limits of Willard City, Utah.

The City Attorney has significant municipal legal knowledge and/or experience. He or she is responsible to provide prompt, timely and competent legal service to the City's elected and appointed officials on a wide array of topics including, but not limited to:

- 1) Powers and duties of public officials;
- 2) Compliance with the constitutions, laws, rules, regulations and policies governing the operation of the municipality;
- 3) Land use and development, including community development, redevelopment and economic development;
- 4) Construction of public works and buildings;
- 5) Contract law;
- 6) Employment law;
- 7) Police liability, general municipal liability and governmental immunity;
- 8) Eminent domain;
- 9) Water law;
- 10) Municipal finance;
- 11) Collections and bankruptcy;
- 12) Real estate law;
- 13) Franchises and public utilities;
- 14) Interlocal agreements;
- 15) Procurement of goods and services, including competitive bidding;
- 16) Public utilities;
- 17) Annexation;

## **Exhibit A**

18) First Amendment issues, including signs, public gatherings, public forums, etc.

The City Attorney performs research and drafting of ordinances, resolutions, proclamations, policies, opinions, interlocal agreements and contracts.

The City Attorney attends City Council meetings and other City commissions, committees and boards as requested by the Mayor. The City Attorney will assist the City's Risk Manager. He or she reviews all claims made against the City, defends and negotiates claims that fall outside the City's insurance coverage and coordinates with the City's insurers and insurance defense counsel the defense and resolution of claims against the City that are covered by its insurance. Upon request he or she participates in decisions to select the City's insurers and insurance coverage.

The City Attorney provides training to City officials and employees on legal topics at the request of the Mayor.

The City Attorney prosecutes civil claims before the courts and administrative tribunals to enforce the laws and ordinances of the City, to protect the City's interest and to collect monies owing to the City.

The City Attorney oversees the activities of the City Prosecutor and provides legal counsel to the municipal court.

The City Attorney is a representative of the City who communicates, cooperates and collaborates, in a professional manner that reflects well on the image of the City in his or her interactions with: elected officials, appointed officials, employees, representatives of other government entities, judges, attorneys, professionals, businesses, civic groups and individuals.

The City Attorney negotiates transactions involving the City's interests at the direction of the Mayor.

The City Attorney communicates with the media and speaks for the City on legal issues as directed by the Mayor and in accordance with City policy.

The City Attorney performs other duties, in addition to those specified, as directed by the Mayor.

The City Attorney provides legal assistance to City Council Members to assist them with their official duties.

The City Attorney reports to the Mayor.