



Request for Proposals

RFP/Q No. 2024-002

Jerome, Arizona

Town Attorney - Legal Services

Date: November 18, 2024
Contact: Brett Klein
Town Manager/Clerk
928.634.7943
b.klein@jerome.az.gov

Proposal Due Date: December 30, 2024, at 4:00 PM Arizona time

Offerors are strongly encouraged to read the entire solicitation.



Background

The Town of Jerome is seeking a qualified, experienced law firm to provide municipal legal services and serve as the Town Attorney. Only those proposals submitted by firms that are members in good standing with the Arizona State Bar Association will be considered.

Jerome operates under the Council/Manager form of government. The Town Attorney is directly appointed by the Mayor and Council and is responsible to the Town Manager, who acts as the liaison and consults on behalf of the Council and Staff in most instances. Proposals will be received by the Town Clerk's Office in Town Hall until 4:00 P.M., local time on Monday December 30, 2024. Proposals must be directed to the Town Manager at P.O. Box 335, Jerome, AZ 86331. Proposals which are incomplete or submitted after the deadline will not be accepted.

Questions concerning this proposal must be submitted in writing to the Town Manager at the above address. Written response(s) will be provided to all firms or individuals who have been provided copies of this RFP.



Table of Contents

Town Background.....	1
Submittal Closing, Time and Location.....	2
Public Record.....	2
Scope of Work.....	3
Organization of Legal Services.....	3
Specification/Scope of Work.....	3
Terms and Conditions	5
Reservation of Rights.....	5
Acceptance of Conditions	5
Withdrawal/Modification of Proposal.....	5
Proposal Submittal.....	5
Contract Execution	5
Professional Licensing and Standard Performance	6
Insurance Requirements	6
Indemnification	6
Confidentiality and Data Security	6
Independent Contractor.....	7
Equal Opportunity.....	7
References.....	7
Clients/Potential Conflicts of Interest	7
Requested Information	8
General Proposal.....	8
Evaluation	9
Sample Documents.....	10



Town Background

The Town of Jerome was incorporated as a general law Town in 1899 and became a registered National Historic Landmark in 1967. The Town of Jerome is located 100 miles North of Phoenix and 45 miles Southwest of Flagstaff along Arizona State Route 89A. Situated on the east slope of Cleopatra Hill, overlooking the Verde Valley, Jerome is approximately 1 square mile in size. Generally landlocked, Jerome is located between the community of Clarkdale and the Prescott National Forest as well as unincorporated mountainous terrain.

The Town Attorney serves at the pleasure of the Town Council. Pursuant to Section 3-2-3 of the Town Code, the Town Attorney acts as the legal counselor and advisor to the Council and other Town officials and shall give his/her opinion orally or in writing when requested by these parties. The Town is governed by a five-member Town Council which is elected to two-year non-staggered terms. The Council members are directly elected by residents, then elected Council votes to appoint the seat of Mayor and Vice Mayor. Typically those seats are filled by the party that receives the most and second most votes in the election, respectively. The Town operates under an Administrator-Council form of government. The Mayor acts as CEO of the Town while the Manager acts as COO, which manages the daily operation of the Town. Town services include public works, planning and zoning, building safety, administrative and financial services. Public Safety is operated through Jerome Police and Fire Departments with mutual aid contracts from surrounding communities as well as Yavapai County Sheriff Department. The water utility is operated by the Town along with wastewater utilities and trash collection services. Other utilities are provided through independent contracts between residents and service providers.

The Town Council holds regular Council meetings on the second Tuesday of each month. From time to time, Special Council meetings are also held such as budget workshops and executive sessions. The Town Council is responsible for passing Town ordinances, and resolutions, adopting an annual budget, appointing committees, and setting policies.

The Town is a member of the Arizona Municipal Risk Pool (AMRRP), which provides general liability and other insurance and risk management services including legal representation of the Town for liability claims.

The Town's general fund operational budget for Fiscal Year 2024-25 is approximately \$3 million. In addition, approximately \$13 million in all other funds, including capital improvement funds, are budgeted for a total budget of approximately \$13million.



Submittal Closing, Time and Location

Proposals must be received by the Town via email, hand delivery or US postal service by:

Monday, December 30, 2024, at 4:00 PM.

Proposals will not be accepted after the closing date and time.

Proposals can be sent:

Via email to:

b.klein@jerome.az.gov

Via US postal service:

Town of Jerome
Attn. Town Manager
PO BOX 335
Jerome, Arizona 86331

Via hand delivery:

Town of Jerome
Attn. Town Manager
600 Clark St.
Jerome, Arizona

Public Record

All information contained in proposals in response to this solicitation shall become a matter of public record upon contract award and be made available upon a completed public information request form, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material or other proprietary information the Proposer claims is exempt from disclosure. Price information may not be designated as confidential. Blanket statements that the entire bid submittal is confidential will not be considered and the bid may be rejected and deemed non-responsive.



Scope of Work

A. Organization of Legal Services

The successful Town Attorney shall be retained by and report to the Town Council, generally through the Town Manager, and will serve as the chief legal counsel for the Town of Jerome. The Town intends to contract with the successful Proposer to serve as a day-to-day point of contact for, and liaison between, the Town Administrator, along with Town Staff and Town Council, as appropriate.

The Town of Jerome is a participant in the Arizona Municipal Risk Retention Pool (AMRRP). The AMRRP represents the Town in general liability litigation.

The successful Proposer will be flexible in providing Town Attorney legal services, and the final organization and structure, including roles and responsibilities, for providing the full array of the Town's legal services will be the subject of discussion and refinement as part of the selection process and final contract resulting from this RFP.

B. Specification/Scope of Work

The Town Council seeks a Town Attorney who is service-oriented, actively involved in Town matters, creative in finding solutions and proactive in assisting Town officials and staff. The Town prefers to have a single attorney regularly representing the Town but will consider all proposed structures. The primary responsibilities the Town will require of its Town Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation on a potential daily basis, in coordination with, Town Manager, Town Staff and Town Council as requested or required. Contacts are usually made by email or telephone (but may, when appropriate, include text messaging), and same-day or a 24-hour response time is typically expected.
- Attend in-person, when requested, regular and/or special meetings, and/or be available by phone, and provide review and advice on agenda packet materials and language, advise the public bodies on matters on the agenda, as well as procedural or substantive issues that arise during the meeting:
- Occasional attendance at, or consultation for, Boards, Commission and appointed committees may be expected.
- The Town Attorney is responsible for coordinating with the Town Manager to prepare materials for Executive Sessions.
- Provide semi-regular reports to the Town Council, Town Manager on significant issues and developments since the previous report, such as the status of pending legal matters, new litigation, legislation, or judicial opinions that have potential impact to the Town, etc.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of Town functions and duties. Review of routine items is generally expected to be completed within five (5) business days of submittals; however, a shorter turnaround may be required to meet project deadlines, including but not limited to Council and/or Board and Commission meetings.



- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, and other matters as necessary requiring legal advice.
- Provide support for compliance of Building Codes, Zoning Ordinance and Code enforcement initiatives in coordination with Community Development staff. Support shall include, but not be limited to, establishing necessary procedures and policies for code compliance, enforcing land use regulations that affect Jerome's quality of life, as well as addressing public nuisance violations negatively affecting neighborhoods.
- Interpret the Town's Code and assist in dealing with ordinance infractions, as necessary.
- Prepare or review staff prepared amendments to the Town's Code to ensure alignment with State and Federal law and to reflect Town Council direction.
- Recommend policies and procedures that comply with the requirements of the law as needed.
- Provide guidance concerning the requirements of the Arizona Open Meetings Act, public records laws, conflict of interest laws, due process and other legal requirements imposed by statute and common law.
- Represent the Town in litigation or refer legal counsel for matters not covered by the Town's membership in the Arizona Municipal Risk Retention Pool.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Town Council and management staff on legal matters pertaining to Town operations.
- Represent the Town before other governmental bodies and agencies to promote the interests of the Town.
- Assist with public records requests including legal requirements and redaction.
- Oversee coordination with special legal counsel and/or the Arizona Municipal Risk Retention Pool on all Town litigation as directed by the Town Council and/or Town Manager.
- Maintain legal files and store all pertinent documents, including but not limited to pleadings and orders in all litigation the Town Attorney is handling for the Town.
- Perform other legal duties or special projects as may be required by the Town Council as may be necessary to complete the performance and functions mentioned above.
- Provide a monthly invoice including job titles of staff performing work and time worked by task.



Terms and Conditions

Reservation of Rights

This RFP does not commit or obligate the Town of Jerome to accept or carry out an agreement for any express or implied services. The Town of Jerome reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to ninety (90) calendar days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection process;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

Acceptance of Conditions

By submitting a proposal, each Proposer expressly agrees to and accepts the following:

- Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal's due date and will become part of the Agreement that is negotiated with the Town.
- The Town may require whatever evidence is deemed necessary to Proposer's ability to perform services.
- The Town reserves the right to request further information from Proposer, either in writing or orally, to establish any stated qualifications.
- The Town reserves the right to solely judge the Proposer's representation, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the Town as to whether or not the Proposer is qualified to perform these services shall be binding, final, and conclusive.

Withdrawal/Modification of Proposal

Any Proposer may withdrawal or modify their submitted proposal at any time prior as long as such documentation is sent to the addresses in Section C of this RFP and received prior to the closing date/time.

Proposal Submittal

All Proposers shall limit their proposals to not more than twenty (20) 8.5 inches x 11 inches pages excluding resumes. Font size shall be eleven (11) points or larger. Page margins shall be at least ½ inch or more in size. More than one proposal from a firm, individual, partnership, or corporation under the same or different names will not be considered.

Contract Execution



- The Town and successful Proposer shall prepare an Agreement to be executed by both parties incorporating the Terms and Conditions herein. The successful Proposal and other Town standard requirements are subject to approval by the Town Council.

Professional Licensing and Standard Performance

The Town Attorney must be an attorney licensed to practice law in the State of Arizona with admitting privileges promulgated by the State Bar of Arizona. The Town Attorney shall perform work exercising the care, skill, and diligence that are commonly exercised by other attorneys in similar conditions and circumstances. The Town Attorney shall employ suitably trained and skilled professional personnel to perform services.

Insurance Requirements

The Proposer shall, at its own expense, procure and maintain for the duration of any agreement with the Town, insurance against claims for injuries to person or damages to property which may arise from, or in, connection with the performance of the agreement the Town Attorney, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirements for the duration of the Agreement. Minimum insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability.
- Worker's Compensation and Employers' Liability Insurance providing statutory recovery for workers' compensation and Employer's Liability Insurance of at least \$1,000,000 per claim.
- Professional Errors and Omissions Insurance of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability.
- Town Attorney shall provide to the Town, certificates of insurance showing the insurance coverages described in the above bullets.

Indemnification

Town Attorney shall indemnify, defend, save and hold harmless the Town and its respective officers, officials, agents employees and volunteers (hereinafter collectively referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney' fees and cost of claims processing, investigation and litigation, including appeals (hereinafter referred to as "Claims")) for bodily injury or personal injury or loss or damages to tangible or intangible property caused or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Town Attorney or any of its owners, officers, directors, agents, employees or subcontractors.

Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Town Attorney in connection with this Agreement is confidential proprietary information owned by the Town. Town Attorney shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Town Manager or designee. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid



unauthorized access. When personal identifying information, financial account information, or restricted Town information, regardless of form is no longer necessary, the information must be redacted or destroyed through appropriate and secured methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by the Town Attorney is believed to have been compromised, the Town Attorney shall notify the Town Manager designee immediately. Town Attorney agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the costs of notifying the individuals who may be impacted by the breach and providing remedial measures. The Town Attorney agrees that the requirements of this section be incorporated into all subconsultants' agreements entered into by the Town Attorney.

Independent Contractor

The Town Attorney will be an independent contractor. All persons employed by a firm in accordance with an agreement resulting from this RFP will be employees of the firm or law practice and not the Town of Jerome.

Equal Opportunity

The Town of Jerome requires all Proposers to comply with equal opportunity policies.

References

Provide contact information for three (3) municipal, public agency and/or key clients for which legal services have been provided in the last ten (10) years. Please include the contact person's name, address, phone number and email address.

Clients/Potential Conflicts of Interest

- Identify any foreseeable or potential conflicts of interest and public clients you serve and the manner in which you would propose to resolve such conflicts.
- For the person to be designated as the Town Attorney and any substitute Town Attorney(s), list all public clients that person presently represents as Town Attorney or general counsel, along with the meeting dates and times for each governing body.
- List all private clients that could potentially pose a conflict of interest with your representation of the Town of Jerome.
- Identify all situations in the last five (5) years in which you have been adverse to public entities, either in litigation or administrative matters.



Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. All Proposers shall limit their proposals to not more than twenty (20) 8.5 inches x 11 inches pages excluding resumes. Font size shall be eleven (11) points or larger. Page margins shall be at least ½ inch or more in size. More than one proposal from a firm, individual, partnership, or corporation under the same or different names will not be considered.

General Proposal

1. Describe your understanding of the Town of Jerome and surrounding area such as its unique water system, Historic Landmark status, condition of infrastructure, challenges, etc.
2. Letter of Transmittal: Signed by an authorized representative of the firm or individual committing to provide the legal services described above, including a brief introduction of the firm, number of employees, and work history in municipal law.
3. Firm Qualifications: Provide list of all current and past municipal clients the firm has represented and designated individuals to provide the services specific to this RFP. Provide the name of the attorney who will attend public meetings and their qualifications and work experience in municipal law.
4. Outline experience with Arizona municipal law relating to general law communities including but not limited to land use, real estate transactions, code enforcement, intergovernmental agreements, open meeting law, election law, contracts, procurement, conflict of interest, and other relevant areas of the law.
5. Provide resumes of persons designated by the firm to be the Town Attorney or substitute Town Attorney. Resumes will not count towards the 20-page limit of the proposal.
6. Describe the firm's view of the role of the Town Attorney.
7. Describe how the Town Attorney would structure the working relationship between the Town Council, Town staff, the Risk Management Pool, and any other specialized attorney/law firm retained by the Town through and with the Town Manager.
8. Describe how the Town Attorney will keep the Town Council and the Town Manager informed about the status of litigation, significant case law, and other legal matters.
9. Describe the response time we can expect from the Town Attorney to inquiries made by the Town Council, the Town Manager, and Town staff.
10. Describe how legal costs will be tracked and managed.
11. Describe the firm's practices regarding professional development training and keeping current with the laws and legal matters affecting municipal government.
12. Identify any reports your firm would provide to the Town Council and Town Administrator to update them on pending legal matters, legislation, or disputes.
13. For the person to be designated as Town Attorney and any substitute Town Attorney(s), list all public clients that person presently represents as Town Attorney or general counsel, along with meeting dates and times for each governing body.
14. Cost of Services: It is anticipated that the Town will expect the selected firm to provide a system wherein "general" services are either provided under a fixed monthly retainer and any additional "special" services are billed at a pre-negotiated hourly rate, or on an hourly rate as services are rendered.
 - a. General Services: Please provide your definition of "general" legal services that would be included in your monthly retainer, (e.g., regular attendance at monthly Town Council meetings, special Town Council meetings, Planning Commission and other Boards, applicable meetings with staff, communications with and on behalf of the Town



- of Jerome, legal and support services provided to and on behalf of the Town, etc.)
- b. Special Services: Please define special legal services that would not be included in a monthly retainer amount and how are they different from general legal services.
 - c. Define type and unit rates for reimbursement of expenses. For example, the rate for mileage, reproduction of documents, etc.
 - d. Monthly retainer/billable hours: The Proposer may propose a fixed rate under the monthly retainer fee for “General Services” and any proposed compensation schedule for “Special Services” not included in the monthly retainer. Please provide an hourly rate for each individual expected to provide General Services for the Town, as well as an hourly rate for specific special legal services, if different. Please identify the minimum unit of time for which you will bill. Alternatively, the Proposer may provide an hourly rate for services rendered providing an hourly rate for each individual expected to provide general services to the Town. The Town would prefer the proposer to provide both options and work in consultation with the Town for identifying the best method and value.
 - e. Billing method: Describe your firm’s billing practices as to the method of payment, payment terms and procedures for billing retention, hours, expenses and other accounting requirements.

Evaluation

The Town Council will review all proposals and determine an appropriate short list of finalists to interview in person. The interviews will permit the designated firms or individuals an opportunity to answer questions the Town Council may have regarding their proposals. Participation in interviews will be at no cost to the Town. The Town Council will make the final decision on the successful firm. The Town Council desire is to conclude the interview process before the end of the calendar year and execute a contract for legal services in early 2025.

PROPOSAL PRICE BREAKDOWN SHEET

Town of Jerome RFP

MUNICIPAL LEGAL SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

- A. Retainer (Est. 20 hours per month) \$ _____ per month
B. Hourly billing rate (in excess of 20/month) \$ _____ per month
C. Straight Hourly Rate for Services Option \$ _____

Firm Name _____

Address _____

Business Telephone _____

Business Fax _____

E-mail Address _____

Type of Organization

_____ A Professional Corporation, organized and existing under Arizona Law

_____ A Partnership (Please list all partners)

_____ A Limited Liability Company (LLC) (Please list principals)

Signature of authorized representative

Date

Printed of typed name

Date