



## **REQUEST FOR PROPOSALS (RFP) FOR LEGAL SERVICES**

The City of Hooper invites competitive proposals that meet the City's needs of contracting with a Utah licensed attorney or law firm to serve as General Counsel for the City on an independent contractor basis. If a law firm is retained, one specific attorney within the firm will be designated and appointed as the Hooper City Attorney. The individual or firm ultimately selected by the City will be required to be appointed by the Mayor with consent of the City Council.

Responsive proposals should be prepared and submitted to the City as described in this Request for Qualifications. Written proposals must be submitted by 4:00 p.m. on March 5, 2025. to Morghan Yeoman, [admin@hoopercity.com](mailto:admin@hoopercity.com) or delivered to:

Hooper City  
ATTN: Morghan Yeoman  
5580 W 4600 S  
Hooper, UT 84315

The City shall not be responsible for any expenses incurred in any form for preparation, submittal, or presentation of any proposal specific to this RFQ. The City reserves the right to reject any and all proposals and to select the law firm or individual attorney deemed, to be appointed by the Mayor with consent of the City Council, to have submitted the proposal that serves the best interests of Hooper City. The Mayor may request that respondents present their proposals and answer questions in an executive session scheduled by the Mayor after reviewing the written responses. Selection of the firm or individual attorney shall be at the sole discretion of the Mayor with consent of the City Council. Attorneys or law firms whose proposals are not accepted will be notified in writing.

## Background

Hooper City (“the City”) is a growing city of the fifth class located in Weber County, Utah. The Hooper City Council is a six-member Mayor and City Council form of government, acting as the legislative body. The City Attorney is appointed by the Mayor with the consent of the City Council and serves at the will of the Mayor.

## Scope of Work

The law firm and/or individual attorney selected as City Attorney providing civil legal services shall perform the following, but not limited to:

1. Advise the Mayor regarding City Council, Planning Commission, Appeal Authority, City Staff on legal issues confronting the City.
2. Draft, review, edit, and provide advice on proposed ordinances and resolutions when requested and/or approved by the City Council.
3. Draft, review, edit and provide interpretation/advice on all contracts that the City is a party to as authorized and/or approved by the City Council.
4. Maintain complete records of all activities and written opinions provided to the City. Such information shall include and be catalogued by subject matter.
5. Represent and defend the City in legal proceedings, arbitrations, meditations and other structured negotiations of which the City is a party or has an interest in the outcome thereof.
6. Maintain a complete record of all claims and suits in which the City is a party to or has any interest in. Such records shall include and be catalogued by names of parties, court where filed, nature and subject of action, disposition of the case, and if pending the brief(s) of counsel.
7. Provide monthly status reports, if requested, along with detailed monthly billings for services rendered.
8. Provide training to City officials and employees on legal topics at the request of the Mayor.
9. Attend meetings for the City Council (including work sessions), the Planning Commission, and Appeal Authority as authorized and requested by the Mayor.
10. Provide prompt, timely and competent legal service based on significant municipal legal knowledge and/or experience including, but not limited to:
  - a. Powers and duties of public officials;
  - b. Compliance with the constitutions, laws, rules, regulations and policies governing the operation of the municipality;
  - c. Land use and development, including community development, redevelopment and economic development;
  - d. Construction of public works and buildings;
  - e. Contract law;
  - f. Employment law;
  - g. Police liability, general municipal liability and governmental immunity;

- h. Eminent domain;
- i. Water law;
- j. Municipal finance;
- k. Collections and bankruptcy;
- l. Real estate law;
- m. Franchises and public utilities;
- n. Interlocal agreements;
- o. Procurement of goods and services, including competitive bidding;
- p. Public utilities;
- q. Annexation;
- r. First Amendment issues, including signs, public gatherings, public forums, etc.

It is further understood that in addition to the activities listed above, ad hoc duties will include verbal communications with the Mayor. The City Council, Planning Commission, Appeal Authority, and appointed officials of the City, City Boards and Committees and non-appointed City Employees (other than authorized by the Mayor) have no authority to incur legal expenses with the City Attorney on behalf of the City, therefore the City Attorney is not authorized to provide legal services to said persons or boards without prior approval. Due to the sensitive nature of legal matters, the selected individual and/or firm must also comply with all relevant confidentiality laws and regulations.

### Compensation

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 from pay. The City anticipates paying for legal services on an hourly basis. However, alternative proposals including a lump sum monthly retainer or a hybrid combination of both will also be considered.

### Billable Expenses

It should be understood that the individual attorney or law firm providing legal services to the City will do so with no additional cost to the City for secretarial, administrative support, and basic business expenses such as telephone, facsimile, stationary, postage, supplies and equipment required to provide a satisfactory level of service. Notwithstanding the preceding, the City will reimburse the individual attorney or law firm for any court costs, filings fees, service of process fees, expert fees, court reporter fees, travel expenses and recording fees that are advanced on behalf of the City so long as said expenses are first pre-approved by the City.

### Insurance

The individual attorney or law firm shall be required to carry professional liability insurance of at least \$1,000,000 per occurrence, and upon successful acceptance of the engagement, the City shall be named as 'additional insured'. Proposals shall include delineation of the carrier and

coverage limits per occurrence. The professional services agreement entered into between the City and the individual attorney or law firm chosen shall contain a provision which requires the attorney or law firm to indemnify the City from all suits, action, claims of any kind resulting from, or as a consequence of, any negligent or intentionally tortious act or omission by the law firm or the individual attorney engaged.

### Qualifications

Respondents shall provide with the proposal a clear delineation of the experience of the attorney and the size and experience of said attorney's law firm. Respondents shall also provide resumes or CVs of all partners and associate attorneys who it is anticipated may provide a portion of the legal services to the City. It is expected that the attorney designated at the Hooper City Attorney will hold an active Utah State Bar License and have practiced law in the State of Utah for at least five (5) years. In addition, the proposal shall include a narrative explaining how the person appointed as the Hooper City Attorney will manage fulfillment of the duties and responsibilities of the position in his or her absence or inability to act at any given time.

### Appointment & Engagement

It is anticipated that the City, by and through the Mayor, with the consent of the City Council, will appoint an individual attorney as the Hooper City Attorney. The attorney and their law firm will need to be prepared to enter into a one (1) year professional services agreement that will automatically renew for three (3) additional (1) year periods unless notice of non-renewal is given is given by either party at least sixty (60) days in advance of the expiration of the initial term or any renewal term thereafter. At all times the attorney and/or law firm will serve at the pleasure of the Mayor, thus they are subject to termination in compliance with the terms and conditions set forth in any written professional services agreement.

### Selection Criteria

The Mayor with consent of the City Council shall make the final selection based on the Respondent's written proposal, the qualifications of the attorney or law firm, the overall fee structure for services referenced in the RFQ, and feedback from references. Engagement of these services will be by contract. The City will award a contract to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the City. Notice of Award will be provided to the selected individual(s)/firm by the date outlined in the RFQ timeline.

The City reserves the right to reject any or all proposals, to waive any informality or technicality in the City's sole discretion, to cancel, edit, or remove any of the RFQ in whole or in part, or to accept any proposal deemed to be in the best interests of the City. If it becomes necessary to revise this request in whole or in part, an addendum will be provided to all timely proposers on record.

Late proposals will not be accepted. It is the responsibility of the individual and/or firm to ensure that the proposal arrives prior to the deadline in the proposed timeline.

### Proposed Timeline

1. RFP announced and circulated on February 19, 2025.
2. RFP complete responses to the City are due by 4:00 p.m. on March 5, 2025. All dates and times are subject to change based on the discretion of the City.
3. As requested by the Mayor, selected respondents shall be invited to present their proposal and answer questions on March 10-13, 2025.
4. Decision and Notice of Award will be announced at the City Council's regularly scheduled meeting on March 20, 2025.

### Proposal Information

The RFQ shall be clearly marked "Statement of Qualifications of \_\_\_\_\_ [name of individual and/or firm] to Provide Civil Legal Services." The RFQ should not exceed ten (10) pages (excluding the cost/price submittal, addenda, resumes/curricula vitae and other supporting information), and should include the following:

1. Name, address, telephone number, and email address of the Respondent. Include contact person and telephone number for purposes of following up on your proposal.
2. If the Respondent is an individual attorney, please discuss your educational background. This should include undergraduate degrees, law degrees and any other degrees which you hold.
3. If the Respondent is a law firm, please discuss:
  - a. The educational background of the attorney who is proposed to be designated and appointed as the Hooper City Attorney and any other attorney in the firm who will play a significant role in the provision of legal services to the City.
  - b. The size of the firm, the firm's municipal law staff, the location of the office from which attorneys and their staff will work.
  - c. The number and nature of the professional staff to be employed in this engagement.
  - d. A narrative about the history of the firm, including date of inception, experience with relevant Utah municipal, state and federal law and their experience performing services to Utah municipalities.
  - e. A narrative about the resources of the firm, to include support staff, library and research capabilities, and other relevant information
  - f. Respondents shall provide resumes or CVs of all partners and associate attorneys who it is anticipated may provide a portion of the legal services to the City.

4. Please attach a narrative of the individual's and/or firm's abilities and expertise with respect to the items listed in the Scope of Work described above. The narrative should provide an assessment of the work to be performed, your firm's ability and approach to the work, and the firm's resources to enable performance and completion of the work.
5. Describe the level of coverage for malpractice insurance you carry. Provide documentation of the malpractice insurance coverage.
6. Within the last five years have you (if an individual attorney) or your law firm, its officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relating to the legal services provided by you or the law firm? If so, provide an explanation and indicate the current status or disposition of any such situation.
7. State whether you (if an individual attorney) or any attorney that is expected to perform significant legal services to the City within the law firm, have been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in the legal profession suspended or revoked for any reason.
8. The firm shall disclose any conflicts of interest upon initial engagement and as they arise. Please include a brief plan for managing these conflicts in alignment with the City's needs.
9. Include a proposed fee for civil legal services. State the firm's hourly rate structure for services. The proposed cost/price submittal shall only be reviewed after the individual and firms' qualifications are deemed acceptable, and the respondent is a finalist considered for the position.
10. Please provide a minimum of three (3) references from any relevant clientele including districts, counties, or municipalities in the State of Utah in the previous five (5) years, for whom you have provided civil legal services. For each reference, please provide the name and contact person most familiar with your firm's work, and the dates the work was commenced and finished.
11. Please share any other information you feel would be helpful to the Mayor as they, with consent of the City Council, make the decision on who to engage as the Hooper City Attorney.