

REQUEST FOR QUALIFICATIONS FOR TOWN ATTORNEY/LEGAL SERVICES

The Town of Springerville is accepting qualification statements from interested attorneys or law firms for services related to providing legal assistance to the Town.

Respondents to the Request for Qualifications (hereinafter referred to as RFQ) a proposal to the Town Clerk's Office by 4:00 pm (Arizona time) on **Tuesday October 31, 2023**. Qualifications can be delivered or mailed to the Town Clerk Office, Town of Springerville, 418 E Main Street Springerville, AZ 85938 or via email to kmiller@springervilleaz.gov .

Further information on this process may be obtained through Tim Rasmussen, Town Manager whom you may contact via email at trasmussen@springervilleaz.gov or by telephone at (928) 333-2656 ext. 226 .

The Statement of Qualifications must address the following criteria:

1. Name of firm, owner, address and telephone number.
2. Personnel qualifications. Identify the key Attorney who will take the lead as the main point of contact for the Town on matters typically assigned to the Town Attorney; provide their resume and summarize their experience. Provide the same for the other attorneys (if any) in the firm who may assist with the provision of services.
3. Provide specialized legal services competence including information about the attorney and firm's experience in providing legal services to municipal organizations. Provide at least two references from these organizations including firm names, contact person and phone numbers.
4. Provide information about the attorney and firm's capacity and capability to perform on short notice and in a timely manner. If the Town Attorney is not available, provide other means of responding to requests.
5. Describe the attorney and firm's approach to communicating with the Town in regard to progress reports, status reports, recommendations, status of opinions, etc.
6. Describe the attorney or firm's understanding of the scope of work.
7. Provide a plan for service delivery / work schedule.
8. The attorney or firm, by submitting a proposal, certifies that, to the best of its knowledge or belief, no elected or appointed official of the Town is financially

interested, directly or indirectly, in their firm or in the purchase of services as described

in this RFQ. They also certify that the information contained in the Statement of Qualifications is correct and complete to the best of their knowledge.

9. Please provide an estimate of the costs for providing the services described above. Such costs **may** include a base fee for providing routine opinions and services including attendance at regular Town Council meetings, and additional fees related to non-routine services such as representing the Town in certain lawsuits, providing non-routine opinions and research, etc.

GENERAL SCOPE OF SERVICES

The Town of Springerville is a Council/Manager form of government which provides a wide variety of services to citizens and visitors. These include water, wastewater, police, streets, airport, code enforcement, and other services.

An important part of this governance relies on quality legal services. This scope of services will include the possible appointment of a Town Attorney, who will be appointed by and serve at the will and pleasure of the Town of Springerville Town Council. The purpose of this RFQ is to consider selection of an Attorney/Firm that will act in this capacity.

The legal services under consideration in this Request for Qualifications involve (but are not limited to):

1. Providing a variety of high-quality and timely legal opinions to the Town Council and town staff.
2. Attending regular meetings of the Town Council and occasional special-called meetings.
3. Being intimately familiar with the Town's Code of Ordinances, applicable state and federal laws, and other applicable documents (such as Town Personnel Policies and Procedures).
4. Providing advice to the Town on a variety of legal matters.
5. Representing the Town as Town Attorney in legal matters, including notices of claim.
6. Reviewing and occasionally drafting ordinances, resolutions and other documents as requested by the Town Council.
7. Reviewing and making recommendations on a variety of projects and proposals which have legal ramifications (such as codification of the Town's ordinances, etc.).
8. Maintaining an appropriate relationship with professional organizations in the field of municipal legal services.

9. Staying abreast of new or proposed state and federal legislation affecting the Town.
10. Researching alternative approaches to resolving legal problems.
11. Assisting and/or advising on the collection of accounts/amounts owed to the Town.

GENERAL TERMS AND CONDITIONS OF CONTRACT

Any Respondent entering into a contract with the Town must agree to a number of general terms and conditions.

1. Compliance with Laws: In performing this contract, Respondent shall comply with applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments, including, but not limited to, the Arizona Worker's Compensation Act and all Federal and State tax laws. Because respondent will be acting as an independent contractor, the Town assumes no responsibility for Respondent's acts.

The successful Respondent shall comply fully with applicable laws, regulations, and codes governing non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder.

2. Non-Waiver of Liability: The Town of Springerville, as a public entity supported by tax money, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore, any Respondent submitting a Submittal herein agrees that it will not insist upon or demand any statement whereby the Town agrees to limit in advance or to waive any right the Town might have to recover actual lawful damages in any court of law under applicable Arizona law. The Town may agree to liquidated damages in lieu of certain delay damages.
3. Applicable Laws: Any and all legal disputes arising under the contract or out of the RFQ herein shall be tried according to the law of the State of Arizona and Respondent shall agree that the venue for any such action shall be in the State of Arizona, County of Apache.
4. Organization Employment Disclaimer: Any contract entered into as a result of this RFQ will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth herein. Respondent will agree that no persons, supplied by it in the performance of the contract, are employees of the Town and further agrees that no rights to the Town's civil service, personnel rules and benefits accrue to such persons.

Respondent shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits,

taxes and premium appurtenant thereto concerning such persons provided by Respondent in the performance of the contract, and Respondent shall hold the Town harmless with respect thereto.

5. Transactional Conflicts of Interest: Respondents acknowledge that any contract resulting from this RFQ submittal is subject to cancellation by the Town pursuant to the provisions of A.R.S. 38-511.
6. Confidentiality of Information: Respondent shall treat all information furnished by the Town and the results of the project hereunder as confidential. Respondent shall not disclose such information to others without the prior written consent of the Mayor and Council's authorized representative.
7. Compliance with the Immigration Report and Control Act of 1986 ("IRCA"): Respondent understands and acknowledges the applicability of the IRCA. Respondent agrees to comply with IRCA in performing under any contract contemplated by this RFQ and to permit the Town to inspect Respondent's personnel records to verify such compliance.
8. Insurance: The successful Respondent shall provide the Town with evidence of current professional liability insurance coverage in a form and amounts satisfactory to the Town and in compliance with state law requirements.
9. Fund Appropriation Contingency: Respondent recognizes that any contract entered into shall commence upon the day first provided and shall continue in full force and effect until termination in accordance with its provisions. Respondent herein recognizes that the continuation of any contract after the close of any given fiscal year of the Town, which fiscal year ends on June 30th of each year, shall be subject to the approval of the budget of the Town providing for or covering such contract item as an expenditure therein. The Town does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.