

***Town of Yucca Valley***

**Request for Proposal**

**For Town Attorney Services**



**I. Introduction**

**A. Purpose**

The Town of Yucca Valley invites interested legal firms and individuals to submit proposals for Town Attorney Services as described in the scope of work set forth in this request for proposals (RFP). The Town seeks a Town Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws and other matters as they may arise. The Town Attorney serves under the direction and supervision of the Town Council and acts as their legal advisor. The Town Attorney is not a Town employee and is not entitled to the benefits of a Town employee; the position is strictly on a contractual basis. The Town Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the Town Attorney.

**B. Submittal Closing, Time, and Location, Inquiries**

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below.

Proposal Labeling:	REQUEST FOR PROPOSAL FOR TOWN ATTORNEY SERVICES
Submittal Closing:	September 14, 2017, 5:00pm, PST
Location:	Town of Yucca Valley Attention: Lesley Copeland, Town Clerk 57090 Twentynine Palm Hwy Yucca Valley, CA 92284
Number of Copies:	Five (5) Bound copies of the proposal; one (1) unbound reproducible copy; and one (1) electronic version (usb flash drive) must be submitted.

### **C. Inquiries**

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below. Inquiries regarding this solicitation shall be directed to:

Lesley Copeland, Town Clerk  
Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284  
Phone: (760) 369-7209 x226  
Email: townclerk@yucca-valley.org

Please reference "Request for Proposals for Town Attorney Services" when contacting the Town regarding this solicitation. The Town of Yucca Valley website, [www.yucca-valley.org](http://www.yucca-valley.org) will contain a copy of this document as well as a summary of any/all applicable addenda, if any.

#### **D. Background**

Incorporated in 1991, the Town of Yucca Valley is located in the Morongo Basin of Southern California. The Town is approximately 29 square miles, with a population of 21,700. The Town of Yucca Valley is a general law city, operating under the council-manager form of government with a five-member Town Council. Council Members are elected for four-year overlapping terms on an at-large basis. Mayoral duties rotate annually among the elected. The Town Council is the legislative body responsible for overall policy development and direction of the Town. The Town Council also serves as the Board of Directors for the Town's Successor Agency to (the former Redevelopment Agency) and Housing Authority. The Town Council has three citizen commissions whose members are appointed by the Council, including the Yucca Valley Planning Commission, the Parks, Recreation, and Cultural Commission and the Revenue Measure Oversight Commission.

The Town Council appoints the Town Manager, who serves as the executive officer and is responsible for the day-to-day operations of the Town. The Town Manager's executive staff includes a Deputy Town Manager, Public Works Director, Finance Manager, Human Resources and Risk Manager, Community Services Manager and Town Clerk. All members of the Town's Executive Management Team have been employed with the Town in excess of four or more years.

The Town Council appoints the Town Attorney and contracts with that individual's firm for legal services. The annual legal service budget generally ranges between is \$125,000 and \$200,000. The Town of Yucca Valley provides a variety of municipal services including public works, parks and recreation, engineering, planning, and building and safety, as well as all of the traditional internal financial and administrative support functions. Engineering, building and safety, street sweeping and other services are contracted to specialized consultants or vendors. The Town of Yucca Valley has a FY 2017/18 General Fund Budget of \$10m, a Special Revenue Funds Budget of \$6.0m and a full time staff of 34 supplemented by various part time employees. The Town contracts for law enforcement service with San Bernardino County Sheriff's Department, while San Bernardino County is responsible for providing fire protection services directly to Yucca Valley. The Town also has an active Five-Year Capital Improvement Program (CIP). The Town's General Plan and Development Code has recently been reviewed and updated. Though the Town is not the lead agency in the project, the community of Yucca Valley is currently undergoing a large public works project of installing a wastewater treatment plant and Town-wide collection system to convert from septic use to a municipal wastewater system.

## **II. Terms and Conditions**

### **A. Proposal Preparation Costs**

The Town is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

### **B. Reservation of Rights**

This RFP does not commit or obligate the Town of Yucca Valley to accept or execute an agreement for any expressed or implied service. The Town 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) 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 phase;
- 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.

### **C. Acceptance of Conditions**

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the Town based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

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

- Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the Town.
- The Town may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The Town reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- The Town reserves the right to solely judge the Proposer's representations, 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.

#### **D. Proposal Inclusions**

The Request for Proposals documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting.

#### **E. Withdrawal of Proposal Before Closing**

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the Town will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

#### **F. Professional Licensing**

The Proposer shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the Town with their proposal or prior to commencement of the work in such a form as the Town shall require.

#### **G. Insurance Requirement**

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, 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 requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance of at least \$1,000,000.00 per claim;
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability.

**H. Business Registration**

The professional provider, and any sub-consultant(s), will register the company with the Town of Yucca Valley Business Registration Program on or before their commencement of work.

**I. Public Record**

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that:

“The Proposer agrees to indemnify and hold harmless the Town and its officers, employees and agents from any claims, liability or damages against the Town and to defend any actions brought against the Town for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

**J. Equal Opportunity**

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

**K. 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 of the Town of Yucca Valley.

**L. Conflict of Interest**

No official, officer, or employee of the Town of Yucca Valley or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the Town of Yucca Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Town of Yucca Valley, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

**M. Non-Collusion Affidavit**

All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract code Section 7106.

**N. Appendix**

The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.



### **III. Scope of Work**

#### **A. Understanding the Scope of Work**

The Town Attorney is appointed by and reports to the Town Council. The Town Attorney is the chief legal counsel for the Town of Yucca Valley and, as such, is responsible for advising on all legal matters. 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 regular basis to the Town Council, Town Manager and Town Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend Town Council meetings (unless excused) and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at Planning Commission or other Town meetings is required when requested.
- Coordinate and manage the services and costs of all outside or special legal counsel within budgetary limits as approved by the Town Council.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the Town Council and Town Manager informed of legislation or judicial opinions that have potential impact to the Town.
- Work collaboratively with the Town Manager and Executive Management Team to effectively advance progress on the goals, objectives, strategies and action plans of the Town's adopted Strategic Masterplan.
- 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.
- 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, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.
- Interpret the Town's Municipal Code and prosecute misdemeanor and ordinance infractions as necessary.
- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- Represent the Town in litigation not covered by the Town's self-insured risk pools.
- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service to the personnel.

- 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 as requested before other governmental bodies and agencies to promote the interest of the Town.
- Oversee coordination with special legal counsel on all Town litigation as directed by the Town Council and/or Town Manager.
- Maintain legal files and provide the Town Clerk copies of pertinent pleadings and orders in all litigation the Town Attorney is handling for the Town.
- Perform other legal duties as may be required by the Town Council as may be necessary to complete the performance and functions mentioned above.

#### **IV. Evaluation and Selection Process**

##### **A. Areas of Performance Effectiveness**

The Town of Yucca Valley recognizes that a successful and effective Town Attorney will demonstrate specific qualities. The following areas will serve as part of the basis for evaluation of the Town Attorney.

- Competent representation – doing things right (legal knowledge, research, and analysis)
- Ethical leadership – doing the right things (principle-centered)
- Adherence to legal policies and procedures (promoting the public interest)
- Professional conduct (emotional and mental fortitude)
- Inter-governmental governance (networking and coalition building)
- Customer service (Town Council, Town Manager, Town staff, and others as appropriate)

##### **B. Proposal Evaluation**

Selection of Proposer to interview with the Town will be based on the contents of their written proposal. Proposals will be rated according to the following criteria (in no particular order):

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Understanding of municipal government issues and municipal law;
- Capability to perform legal services promptly and in a manner that permits the Town Council and staff to meet established deadlines and operates in an effective and efficient manner;
- Qualifications of the key staff that will be assigned to the Town of Yucca Valley under this proposal;

- Familiarity with State of California Land Use Law;
- Communication skills;
- References of past or current municipal law clients or municipal practice;
- Proposed fee structure, including but not necessarily limited to, a monthly retainer, services included in monthly retainer, hourly rates for services not included in monthly retainer.

During the evaluation process, the Town reserves the right, where it may serve the Town’s best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The Town reserves the right to verify any information contained in proposals, including references, resumes, etc. The Town reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

**C. Selection Process**

The top-ranked firms/individuals may be requested to attend a meeting with the Town Council to be interviewed, and the Town Council will interview up to two individuals proposed as Town Attorney from such firms. The interviews will allow the designated firms or individuals an opportunity to answer any questions the Town Council may have regarding their proposals. Participation in the interviews will be at no cost to the Town. The Town Council will make the final determination of the successful firm/individual.

**D. Tentative RFP Timeline**

Release of RFP	Tuesday, July 25, 2017
Proposal Submission Deadline	Thursday, September 14, 2017, 5pm PST
RFP Internal Reviews	Thursday, September 28, 2017
RFP Ad Hoc Reviews	Friday, October 6, 2017
Candidate Firm Interviews	Week of October 23, 2017
Selected Firm Contract Negotiations	November 2017
Award of Contract	December 2017

## **V. Requested Information**

All proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

### **A. General Proposal**

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Firm Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:
  - a. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies.
  - b. Location of office(s) that would serve the Town of Yucca Valley.
  - c. Provide the name(s) and qualifications of attorney(s) who would be assigned to represent the Town of Yucca Valley and who will attend Town Council meetings regularly, including the following for each: Responding firms may propose either one or two alternatives for proposed appointment to Town Attorney.
    - i. Certificates or licenses, including the date of admission to the State Bar of California;
    - ii. Length of employment with the firm;
    - iii. Description of education including name of educational institutions, degrees conferred, and year of each degree;
    - iv. Professional background and professional associations;
    - v. Years of municipal or other local public sector experience;
    - vi. Knowledge of, and experience with California Municipal Law relating to general law cities including, but not limited to, land use and planning, environmental law (CEQA), general plans, code enforcements and other related areas of law, administrative law, labor relations/personnel law, contracts, and other areas of municipal law;
    - vii. Specific expertise and training;

- viii. Provide complete resumes of the persons designated by the firm to be the Town Attorney or substitute Town Attorney.
- d. Describe your view of the role of the Town Attorney.
  - e. Describe how you would develop and maintain an effective partnership between the Town Attorney, Town Manager and Town Council.
  - f. Describe how you will keep the Town Council and the Town Manager informed about the status of litigation and other legal matters on a regular basis, and what basis would that be.
  - g. Describe the response time we can expect from the Town Attorney to inquiries made by the Town Council and Town Manager.
  - h. Describe how you will track and manage legal costs so that the Town's legal costs are held to a minimum.
  - i. Describe how you will proactively advise the Town Council, Town Manager and staff about legal developments or issues of concern, without being asked.
  - j. Describe how as the Town Attorney you would coordinate your daily work with the Town Manager and Town Council.
  - k. Describe how as the Town Attorney you would coordinate your daily work with the Town Department Heads.
  - l. Clearly describe your range of experience with the project negotiation, eminent domain issues, and the drafting and implementation of agreements and contracts (i.e. lease, purchase) and litigation.
  - m. How would you evaluate whether to use an attorney within your law firm or an attorney from another law firm to handle a case, provide expert advice, or provided other needed services?
  - n. Describe the firms' practices regarding professional development training and keeping current with the laws and legal matters affecting its clients.
  - o. Identify the types of in-service training (such as ethics, commission roles and responsibilities, how to conduct performance evaluations, harassment investigations, etc.) your firm is capable of providing to municipalities.
  - p. Describe systems/mechanisms that would be established from monthly reporting of status of routine projects, requests, and litigation.
  - q. Describe the firm's philosophy in addressing complete matters within the context of balancing legal limitations with project goals and objectives.
  - r. Describe your firm's suggested process for transmittal of requests and other material to Town Attorney.
  - s. Describe the firm's experience with contract services provided by a municipality, including

- contract law enforcement.
- t. It is anticipated that the Town will contractually require monthly-itemized statements for all services and will subject these statements to audit at least annually. Describe how you would provide this reporting.
  - u. Describe how the firm proposes to obtain client satisfaction with provided services, and what tools or resources are available to ensure continued satisfaction.
  - v. If a multi-employee firm, describe the firm's philosophy with regard to personnel changes in Town Attorney, whether initiated by the firm or requested by the Town.
4. Please complete and submit the Certification of Proposal Form (Attachment A) and Business Information Form (Attachment B) with your Proposal.
  5. 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.
  6. Clients/Potential Conflicts of Interest:
    - a. 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.
    - b. 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 the meeting dates and times for each governing body.
    - c. List all private clients that could potentially pose a conflict of interest with your representation of the Town of Yucca Valley.
    - d. Identify all situations in the last five (5) years in which you have been adverse to public entities, either in litigation or administrative matters.
    - e. Please list any political contributions of money, in-kind services, or loans made to any member of a Town Council within the last three (3) years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the Town of Yucca Valley.
  7. Insurance: Please include a description and pertinent information regarding the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance.

## **B. Cost Proposal**

While the Town is open to reviewing various cost structures, it is anticipated that the Town will receive cost proposals wherein “general” services are provided under a fixed monthly retainer and any additional “special” services are billed at a pre-negotiated hourly rate.

1. General Services: Please give your definition of “general” legal services. Would all general legal services be included in your monthly retainer?
2. Special Services: Please give your definition of “special” legal services. How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them.
3. How would your firm aid the Town to remain within its adopted budget for its legal services?
4. Billing Method: Describe your firm’s preference for method of payment, payment terms, and your procedure for billing retention, hours, and expenses and other accounting requirements.
5. Reimbursable: Define the type and unit rates for reimbursement of expenses. For example, rate for mileage, reproduction of documents or word processing charges, unit costs for telephone costs, etc.
6. In-Service Training: Please provide the costs of any in-service training(s) that your firm can provide to the Town.
7. Adjustments: Do you expect to have a cost-of-living adjustment incorporated into the agreement with the Town? If so, please explain how you propose it be computed and implemented.
8. Would your firm be willing to operate under a maximum annual expenditure cap with the Town? If so, please explain how it might be structured.
9. Monthly Retainer/Billable Hours: Please complete and submit the Cost Proposal Form (Attachment C) with your Proposal. The proposed compensation shall be in one of two (2) formats. The Proposer shall either propose an hourly rate(s) for work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at Town Council, Planning Commission, or Successor Agency meetings are billed at a fixed, per meeting fee (i.e. monthly retainer) and services beyond the scope are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member. Alternatively, the proposer may choose a blended cost structure, in which case the structure should be described in sufficient detail to be understood by staff and Council members.
10. Cost of Proposal Worksheet: Please complete and submit the Cost of Proposal Worksheet (Attachment D) with your proposal.

**VI. Sample Documents**

- A. Sample Report: Please submit a copy of a typical report your firm provides to municipalities (i.e. staff report, memorandum, legal opinion, etc).
- B. Sample Billing Invoice: Please submit a copy of a typical invoice your firm provides to municipalities. Please redact any sensitive information.



**Attachment A**  
**Certification of Proposal**

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the Town in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the Town is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the Town reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the Town.
- The proposal includes all components, figures and data required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The Town is not responsible for any cost associated with preparing the Proposal.

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



***If a Corporation:***

**Date of Incorporation:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**President's Name:** \_\_\_\_\_

***If a Partnership:***

**Date of Organization:** \_\_\_\_\_

**Name of all Partners:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment C**  
**Cost Proposal Form**

Proposer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hourly Rates (no retainer)

Estimated average hours per month: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

Total cost for services per month: \$ \_\_\_\_\_

Monthly Retainer

Estimated average hours per month: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

Total cost for services included in monthly retainer: \$ \_\_\_\_\_

Add-On Hours Outside of Monthly Retainer:

	List of Personnel	Hourly Rates
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc) if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment D**  
**Cost of Proposal Worksheet**

Services		Provided by Firm (Yes/No)		Included in Retainer (Yes/No)		Title of Person Performing Service
1.	Attend regular and special Council meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Attend regular Planning Commission meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Attend Executive Team and other meetings as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Office hours, at least one day per week.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Agenda review and follow-up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Standard contract review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Standard ordinance/resolution review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Public Records Act request review and direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Brown Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	General legal advice and counsel on matters pertaining to the Town, not involving more than three (3) hours of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Routine personnel and labor questions, which can be responded to orally, not involving more than one (1) hour of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Code enforcement issues – Town code interpretation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Code enforcement issues – consultation with Town staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Code enforcement issues – preparation and review of notices, demands and orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Litigation, including eminent domain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Personnel services– review of Practices and Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Personnel services – disciplinary procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Personnel services – grievances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Personnel services – arbitration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Personnel services – FLSA, FMLA, ADA and HIPPA issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Town of Yucca Valley  
Request for Proposals  
Town Attorney Services

Services		Provided by Firm (Yes/No)		Included in Retainer (Yes/No)		Title of Person Performing Service
21.	Personnel services – Revision of drafting at-will personnel contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22.	Transactions – options.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23.	Transactions – leases.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	Transactions – statutory development agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25.	Transactions –specialized reimbursement agreements, fee credit or reimbursement agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	Franchising.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27.	Public Works – contract disputes and interpretation services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	Public Works – drafting construction and similar contracts and conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Public Works – prevailing wage issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30.	Public Works – right of way acquisition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	Development Services – CEQA issues and document review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32.	Development Services – routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33.	Development Services – non routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.	Development Services – zoning and land use issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35.	Development Services – housing issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36.	Ordinance and resolutions – drafting and compilation of non-routine ordinances and resolutions; review and analysis of non-routine ordinances and resolutions drafted by Town Staff or other Jurisdictions.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
37.	Appearance before other public entities or government agencies on behalf of the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	Proposer may list additional, pertinent services it can provide to the Town of Yucca Valley on the lines below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Town of Yucca Valley  
Request for Proposals  
Town Attorney Services
