



NORTHSHORE FIRE DEPARTMENT
“Dedicated to Community Service”
REQUEST FOR PROPOSALS

Date: November 21, 2019

From: Northshore Fire Department

Respond To: Acting Chief Eric Magnuson

Request: Proposal for Northshore Fire Department Legal Counsel

Project Overview

Northshore Fire Department (King County Fire District #16) invites proposals for contracted Fire District Legal Counsel services. Proposals are due to the Fire District Headquarters Office by 12:00 p.m. on Thursday, December 12, 2019.

The Fire Department seeks services encompassing the traditional scope of work including legal counsel, opinions, litigation, consultation and coordination with special counsel. Attendance at a variety of meetings may be required, including staff meetings and Board of Fire Commissioner meetings as specified.

Please carefully read the following information in this request for proposals (RFP). If you have further questions, you may contact Acting Fire Chief Eric Magnuson at 425-354-1755 or e-mail emagnuson@northshorefire.com.

Delivery: Proposals may be mailed or hand-delivered to Northshore Fire Department Headquarters Station 51. Electronic delivery will not be accepted. Postmarks will not be accepted. Proposals must be physically delivered to Northshore Fire Department Headquarters Station 51 (18020 181st Street, Kenmore, WA 98028) by the due date and time.

Communications: All communications are to be directed to Acting Fire Chief Magnuson.

Minimum Qualifications:

- (a) Each attorney on the proposed team must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association;
- (b) Each attorney on the proposed team must be a member in good standing of the Washington State Bar Association;
- (c) The proposed designated Fire District Attorney must have a minimum five years of experience in the field of municipal law with particular experience in Fire Districts.

The Northshore Fire Department reserves the right to reject any or all proposals, waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the Fire District.

Scope of Work

The Fire District Attorney and assisting attorneys in her/his law firm will provide the following legal services including, but not limited to:

1. Provides legal advice, counsel, training, consultation, and opinions to the Board of Fire Commissioners, Fire Chief, staff, and all levels of the Fire District, on a wide variety of legal topics and assignments.
2. Contract review, Agreement review, negotiations, and enforcement.
3. Interlocal Agreement review, negotiations, and enforcement.
4. Furnishes legal representation as requested at Board of Commissioner business meetings and executive sessions, and at other meetings when requested.
5. Appears before courts, hearing examiners, and administrative agencies to represent the Fire District's interests.
6. Provides strategic legal advice, long range, and current planning issues.
7. Plays a key role in property acquisition (including eminent domain) and disposal, including procedural compliance and preparation and negotiation of purchase and sale agreements.
8. Prepares and reviews resolutions, agenda bills, staff reports, contracts and other documents for legal correctness and acceptability as requested.
9. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
10. Assists Fire District officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
11. Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
12. Provides the Chair and Board of Commissioners with guidance on Rules of Order and related procedural matters for Board of Commissioner meetings.
13. Prepares legal opinions at the request of the Fire District.
14. Provides the Board of Commissioners and Staff legal perspectives and advice on various governmental issues.
15. Represents the Fire District in lawsuits and other contested administrative proceedings commenced by or against the Fire District.
16. Performs other legal services and tasks, as assigned by the Fire Chief or her/his designee or the board of fire commissioners.

Expectations

1. The appointed Fire District Attorney attends regular Board of Commissioner meetings as requested. Regular meetings are currently scheduled for every first and third Wednesday evenings of most months, from 5:00 p.m. until close, which could typically be around 7:30 p.m. and sometimes later.
2. The Fire District Attorney may also attend Board of Commissioner special meetings and study sessions. These are scheduled on an as-needed basis. Attendance is determined by the Board of Commissioners and is generally requested by the Fire District if there are matters of concern scheduled which could benefit by the Fire District Attorney's attendance. Attendance may be for a portion of or for the entire meeting.
3. When not at Northshore Fire Department Headquarters Station 51, the Fire District Attorney must be available by phone, cell phone, text, and email.
4. The Fire District puts a high value on the Fire District Attorney and associates in his/her firm being very accessible and timely in responses. Accessibility includes the ability to be generally available to attend meetings in person or via electronic means on short notice and the ability to be reached promptly by telephone.

Contract Term

The Fire District anticipates a two-year contract, with automatic annual one-year renewals. Renewal beyond year six (6) of the contract will require Board of Fire Commissioner reauthorization. At any time during the contract, either party may terminate the agreement with sixty (60) days written notice.

Schedule

The Fire District provides the following schedule. This is for information only and will be adjusted as needed.

- RFP Release Date: November 21, 2019
- RFP Submission Due: 12:00 p.m. on Thursday, December 12, 2019
- Interviews: December 18, 2019
- Anticipated Start: January 2020

How to Respond

Please provide six (6) copies of a written proposal, responding to each inquiry in the order below.

Please attach one set of business cards for your team with the original.

1. Business Statement Submittal Form

Please complete and submit Attachment A.

2. Firm Experience

- Provide a narrative description of the firm.
- Describe the general experience of the firm.

- Identify other municipal and special district clients.
- Identify experience with municipal issues including complicated agreements including development agreements and Interlocal agreements, capital projects, personnel, and other Fire District specialties.

3. Proposed Fire District Attorney and Team

- Name and describe the attorney(s) and/or team proposed. Clearly identify the lead Fire District Attorney and name assisting attorney(s).
- Provide a resume or similar description for each team member, with considerable attention given to the experience and qualifications of the lead Fire District Attorney and any significant assisting attorney(s).
- Specify the organization structure applicable to this contract, including who the lead Fire District Attorney is, and the relationship of any assisting attorney(s) to that lead Fire District Attorney.
- If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals and specialties as well.

4. Accessibility and Responsiveness

- Identify the accessibility of the proposed designated Fire District Attorney, and the response time that the individual offers to the Fire District. Specifically identify the lead-time required for attending scheduled and ad-hoc meetings. Identify how quickly the Fire District Attorney can arrive in person to attend an unscheduled, urgent meeting. Attendance via electronic means may be approved on a case by case basis.
- Identify the same for any assisting attorney(s).

5. Proposed Fee Structure

- Propose a compensation package, inclusive of all service costs. The Fire District is open to a variety of approaches, including hourly rates or a flat monthly rate with add-ons. The Fire District is receptive to contract offers such as no charge for up to “X” Fire District Commissioner meetings per month, not charging for travel time to meetings at Northshore Fire Department Headquarters Station 51, etc. The Fire District will select the finalist by considering the proposed compensation as a "best and final offer," although the Fire District reserves the right to negotiate rates and terms as needed to improve elements of the proposal to best meet the needs of the Fire District.

6. References

- Provide three references for the lead Fire District Attorney.
 - o References shall include municipal government experience, fire district experience, and other special purpose district experience.
 - o Inclusion of the reference in your proposal is also agreement that the Fire District may contact the named reference.
 - o The Fire District may contact any companies or individuals, whether offered as references or otherwise, to obtain information that will assist the Fire District in evaluating the Proposer.
 - o The Fire District retains the right to use such information to make selection decisions.
 - o Submittal of a proposal is agreement that the Fire District may contact references.
 - o Identify any potential conflicts of interest.

Evaluation and Selection

The Fire District reserves the right to award the contract to the proposal that best meets the needs and interest of the Fire District. The following steps are anticipated:

Step 1: Receipt and review of minimum qualifications

Step 2: Review and evaluation of written proposals

Step 3: Board of Commissioner interviews

Step 4: Reference and information checks

Step 5: Finalize Fire District Attorney Contract

Step 6: Board of Commissioners authorizes the Fire Chief to sign and execute the contract

Evaluation of the Written Proposal

Written proposals will be evaluated qualitatively according to the criteria below. Those Proposers that meet the minimum qualifications and provide the best written proposal will be invited to interview.

- Experience of proposed designated Fire District Attorney, particularly municipal law experience
- Depth and stability of firm or practice
- Attorney(s) knowledge of special municipal, fire district or other special purpose legal issues
- Cost
- Accessibility and responsiveness of both City Attorney and assisting attorney(s)
- Presentation of the written proposal
- As determined from the written materials and the interactions and discussions during the interviews, overall cultural fit with the Fire District organization, including the Fire District Mission, Vision, and Values.

Contract Negotiations

King County Fire District #16 reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. Fire District representatives and the selected finalist will review in detail all aspects of the requirements and the proposal. During the review and discussion of the most favorable, apparent successful proposal, the Proposer may offer and the Fire District may consider revisions to the proposal.

Attachment A: Submittal Form

Business Statement

Please complete and submit with your proposal response.

1. Name of Business: _____

2. Business Address: _____

3. Phone: _____

4. Business Fax: _____

5. Email: _____

6. Business Classification (check all that apply):

_____ Individual _____ Partnership _____ Corporation

7. Federal Tax Number (SSN or Federal Tax Number): _____

8. Name of Owner: _____

9. Does firm maintain insurance in amounts specified as described in Attachment B of this RFP: Yes: _____ No: _____

(See proposed insurance amounts and hold harmless/indemnification language for the City Attorney Agreement in Attachment D of this RFP)

If no, describe differences: _____

Are there claims that are pending against this insurance policy? Yes: ____ No: ____

If yes, describe:

10. During the past five years, has the firm, business, or any attorney in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any attorney in the firm or business (other than dissolution of marriage), or (3) claims filed with any insurance carrier concerning the firm, business, or any attorney in the firm or business, and/or (4) Bar Association complaints?

If yes, attach an explanation. Yes: _____ No: _____

11. Has company been in bankruptcy, reorganization or receivership in last five years?

Yes: _____ No: _____

12. Has company been disqualified or terminated by any public agency?

Yes: _____ No: _____

13. Has the proposed designated Fire District Attorney practiced municipal law a minimum of 5 years?

Yes: _____ No: _____

14. Is each proposed attorney accredited and in good standing with the State Bar?

Yes: _____ No: _____

15. Proposal Offers shall be good and valid until the Fire District completes award or rejections of quotes. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition?

Yes: _____ No: _____

If no, state the desired exception: _____,

Having carefully examined all the documents of this Request for Proposals, including the scope of work, expectations, instructions and exhibits, the undersigned proposes to perform all work in compliance with the above-named documents, as well as in compliance withal submitted proposal information.

FIRM NAME: _____

FID#: _____

Date: _____

Signature: _____

Print Name and Title: _____

**Attachment B –
Proposed Indemnification/Hold Harmless Language for the City Attorney Agreement**

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles.

Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Professional Liability insurance shall be written with limits no less than \$4,000,000 per claim and \$4,000,000 policy aggregate limit.

Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.