



**CITY OF ORTING
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES - GENERAL MUNICIPAL LAW**

The City of Orting (hereinafter “City”) is accepting proposals from qualified professional law firms or individuals to provide City Attorney- General Municipal Legal Services.

A summary of the scope of services, minimum qualifications, and proposal requirements are available from the City Clerk’s Office, 110 Train Street SE, Orting, WA 98360; by calling (360) 893-2219 Ext. 133; or at the City’s website: www.cityoforting.com.

Interested parties should submit one electronic copy, one (1) original and three (3) copies of the proposal in a sealed envelope and identified as “City Attorney Services-General Municipal Law”. The deadline for submission of proposals is **February 27th, 2019, by 3:00 pm.**

At the City’s discretion, proposals submitted after the due date and time may be considered. Proposers accept all risks of late delivery of mailed proposals.

The City reserves the right to request additional information concerning any proposal, to accept or negotiate modifications to any proposal, to interview any proposer, to waive any irregularities in any proposal following the proposal submission deadline date, to negotiate further with all proposers within the competitive range, and to accept a proposal which is considered to serve the best interests of the city.

Proposals may be mailed or hand delivered to:

City of Orting
Attn: Jane Montgomery, City Clerk
110 Train Street SE
P.O. Box 489
Orting, WA 98360

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RFP SCHEDULE

Request for Proposal: City Attorney Services, General Municipal Law.

EVENT	TIME AND DATE
RFP Issue Date:	February 5 th , 2019
Response Due Date	February 27 th , 2019 at 3:00 PM.
Proposal Evaluation Completed/Selected Short List & Recommendation To CGA Committee	March 6 th , 2019 March 7 th , 2019- To CGA Committee
Short List Firms Notified	March 8 th , 2019
Interviews	March 11 th - March 14 th , 2019
Announce Apparent Successful Firm	March 19 th , 2019.
Anticipated Award Date	March 27 th , 2019
Anticipated Target Start Date	May 1 st , 2019

2. INTRODUCTION

The City of Orting (“City”) is seeking the services of qualified professional law firms or individuals to provide City Attorney- General Municipal Legal Services.

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3. SCOPE OF WORK: CITY ATTORNEY

The City Attorney provides legal advice, counsel, services, consultation, and opinions to the Mayor, City Council, City Administrator, and other City Management staff, on the full scope of civil municipal legal assignments, including but not limited to: all matters related to the Orting Municipal Code; state statutes and rules related to Code cities; ordinances and resolutions of the Council; land use planning; compliance with City, state and federal regulatory requirements; intergovernmental agreements; laws against discrimination; public private development partnerships; construction of public works; utility regulations and operations; purchasing and procurement; leasing; purchase and sale of property; employment legal matters; public disclosure issues; Open Public Meetings Act requirements; municipal risk and tort law. Support of the code enforcement and nuisance abatement function is also included in the City Attorney scope. The City Attorney’s advice includes methods to avoid civil litigation.

1. Furnishes legal representation at all regular City Council meetings, and at other meetings when requested.
2. Appears before courts and administrative agencies to represent the City's interests. Furnishes legal representation at all regular City Council meetings, and at other meetings when requested.
3. Advises Code Enforcement on the interpretation and applicability of code provisions, the conduct of investigations, civil infraction preparation, nuisance abatement, and related matters.
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7. Provides the Mayor and City Council with guidance as to Robert's Rules of Orders and related procedural matters relating to Council meetings.
8. Prepares legal opinions and memoranda at the request of the City or the Council.
9. Provides the Mayor, City Council, and administration a legal perspective and advice on various governmental issues.
10. Maintain knowledge of issues facing the City and be prepared to offer timely legal opinions within a pre-established response process.
11. Reviews and/or draft contracts, in whole or in part, and activities incidental or related thereto, including, but not necessarily limited to, real-estate transactions, interlocal agreements, labor agreements, professional services, purchasing, service or product contracts, as requested. May assist in negotiation of such contracts and/or agreements as requested.
12. Performs other legal services and tasks, as assigned by the Mayor or Designee.

4. SPECIFICATIONS: CITY ATTORNEY

1. The appointed City Attorney attends all City Council business meetings. Regularly scheduled meetings are held at 7 pm the second and last Wednesdays of each month. Attendance at various other meetings may be required occasionally. The City Attorney is expected to attend all Council business meetings unless excused by the Mayor or designee, so that there remains continuity in

representation.

2. The City Attorney may be asked to attend other meetings as needed by the Mayor, City Council or City Administrator.
3. The City Attorney must be available by phone, cell phone, and e-mail.
4. Timeliness of response from and accessibility to the City Attorney is an important aspect of the service. Accessibility includes the ability to be generally available to attend meetings in person and the ability to be reached promptly by telephone.

5. DESIRED QUALIFICATIONS: CITY ATTORNEY

1. Minimum five (5) years' experience within or with municipal government in providing general municipal legal services is desirable.
2. Extensive knowledge of federal, state, and municipal status, case law, regulations and policies relevant to city government in areas of civil, land use, and administrative law; of legal procedures; and of courtroom procedures.
3. Experience in all aspects of municipal law. The City will give preference to individuals or firms with experience in municipal issues, such as zoning, environmental questions, land use permits, annexation and growth boundary review board, building code, personnel issues, public utilities, contract development and interpretation, public records act, forfeiture/seizure hearings, code enforcement/abatement, and police liability, including changes to police policy matters.
4. Each attorney in the proposed team must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association.
5. Each attorney in the proposed team must be a member in good standing of the Washington State Bar Association.
6. Firm preferably located within or have satellite offices within the limits of King or Pierce County for the purpose of timely interactions between City elected officials, departmental staff, and legal counsel.

6. PROPOSAL REQUIREMENTS

1. Firm/practice name, address, emails, phone and fax numbers.
2. Description of your law firm/private attorney practice (including professional qualifications and experience of each attorney who would provide legal services, along with detailed resumes. This discussion will clearly identify the person to serve as primary city attorney and

will differentiate this person from other supporting key personnel and their particular area(s) of expertise.

3. Description of how your firm would propose to provide the required legal services. This should include an understanding of the City's service requirements, the firm's ongoing service commitment, responsiveness, office location, etc. Include information on availability and back-up city attorney services, if absent for illness, vacation, trials, etc.
4. Propose the type and amount of fee you/your firm is seeking for compensation. Include areas or issues that would require special counsel and a list of items you will seek reimbursement costs. (Final agreement will be negotiated under a professional services agreement.
5. A list of at least three references regarding reputation and qualifications of the law firm/private attorney, addresses, phone numbers, and your relationship with them.
6. Disclosure of any pending litigation or judgments rendered against the law firm/private attorney in any matter relating to professional activities of the firm, including any pending complaints to the Washington State Bar Association.
7. Describe experience in negotiating contracts with unions and police guilds, Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.
8. Discuss your firms experience in working with public record requests.
9. Discuss experience in working with the City on reducing liability/exposure to the City.
10. A Statement of Contract Compliance: Upon execution of a Professional Services Agreement the person/firm selected will be required to provide proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the City and sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage. City of Orting must be named as an additional named insured on liability policy(s) and a certificate of insurance provided for lawyers' professional policy(s).

7. EVALUATION OF PROPOSALS

All proposals will be reviewed and screened based upon the qualifications and requirements outlined in this request by the Mayor, and City administrative staff. Those individual and/or firms deemed most qualified will be screened further based upon reference checks. The finalists will be invited for interviews. The appointment will be made by the Mayor, subject to the approval of the City Council.

The criteria to be used in the evaluation of proposals, along with respective weighted importance, are as follows:

CRITERIA	POINTS
1. Qualifications and experience of key personnel	25
2. Flexibility, Service Commitment, Responsiveness	25
3. Understanding and quality of proposed services	20
4. Cost	25
5. References	<u>5</u>
Total	100

8. CONTRACT TERM

It is anticipated that the period of contract will be two years, with annual renewal after the initial 24 months. The City retains the right to solicit other proposals for city attorney – legal services every 12 months after the initial 24 month contract, or if the City’s needs for general legal services change substantially.

This Agreement may at any time be terminated by the City giving to the Firm thirty (30) days written notice of the City’s intention to terminate the same. If the Firm’s insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

9. INSTRUCTIONS TO REPLY TO THIS REQUEST FOR PROPOSALS

One electronic copy, One (1) original and three (3) copies of the proposal shall be placed in a sealed envelope and identified as “City Attorney Services-General Municipal Law”.

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CERTIFICATION

I have read the Request for Proposal (RFP) for Legal Services and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City, which will develop a recommendation for City Council consideration regarding the selection of the firm that the City feels best matches the needs of the City. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide Legal Services as proposed therein.

Proposer Signature		Date	
Name (printed)		Title	
Address			
Phone		Fax	
Email Address			

[TEMPLATE] CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Orting, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and _____, a Washington corporation, hereinafter referred to as “the Firm,” whose principal office is located at _____.

WHEREAS, the City has determined the need to have certain services performed but does not have the expertise to perform such services; and

WHEREAS, the City desires to have the Firm perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Firm.** The Firm shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth, inclusive of Firm’s “General Terms and Conditions for Professional Services,” however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Firm shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Firm shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Firm for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$ _____.
3. **Firm Budget.** The Firm shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Firm shall request prior approval from the City whenever the Firm desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending _____, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Firm.** Firm and City agree that Firm is an independent firm with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Firm nor any employee of Firm shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Firm, or any employee of the Firm.

6. **Indemnification.** The Firm shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Firm and the City, its officers, officials, employees, and volunteers, the Firm's liability hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm'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.
7. **Insurance.** The Firm 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 Firm, their agents, representatives, employees or subfirms. Firm's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Firm shall obtain insurance of the types and with the limits described below:
1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent firms, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Firm's Commercial General Liability insurance policy with respect to the work performed for the City

using ISO Additional Insured endorsement CG 20 10 10 01 and Additional insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- B. **Other Insurance Provision.** The Firm's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. **Verification of Coverage.** Firm shall furnish the City 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 Firm before commencement of the work.
- E. **Subfirms.** The Firm shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subfirms, which determination shall be made in accordance with reasonable and prudent business practices.
- F. **Notice of Cancellation.** The Firm shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Firm to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Firm 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 City on demand, or at the sole discretion of the City, offset against funds due the Firm from the City.

8. **Record Keeping and Reporting.**

- A. The Firm shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.
10. **Termination.** This Agreement may at any time be terminated by the City giving to the Firm thirty (30) days written notice of the City's intention to terminate the same. If the Firm's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Firm, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment and Subcontract.** The Firm shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
15. **Notices.** Notices to the City of Orting shall be sent to the following address:

City Clerk, City of Orting
110 Train Street SE - PO Box 489
Orting, WA 98360

Notices to the Firm shall be sent to the address provided by the Firm upon the signature line below.

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20_____.

CITY OF ORTING

FIRM: _____

Joshua Penner, Mayor

By: _____
(Print Name)

ATTEST/AUTHENTICATED:

ADDRESS

City Clerk, Jane Montgomery

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A



CITY OF ORTING REQUEST FOR PROPOSALS CITY ATTORNEY SERVICES - GENERAL MUNICIPAL LAW

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The deadline for submission of proposals is February 27th, 2019, by 3:00 pm.

✚ At the City’s discretion, proposals submitted after the due date and time may be considered. Proposers accept all risks of late delivery of mailed proposals.

PROPOSALS MAY BE MAILED OR HAND DELIVERED TO:

City of Orting
 Attn: Jane Montgomery, City Clerk
 110 Train Street SE
 P.O. Box 489
 Orting, WA 98360

EXHIBIT B

PAYMENT SCHEDULE

The firm shall be paid by the City for completed work and for services rendered under this Agreement as follows:

1. Payment for the work provided by the Firm shall not exceed \$_____ without express written modification of the Agreement, signed by the City.
2. The Firm will submit invoices and/or vouchers to the City once per month. Such invoices/vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Firm in the amount approved.
3. Payment as provided herein shall be full compensation for work performed, services rendered.
4. The Firm's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of seven (7) years after final payments. Copies shall be made available upon request.