

**CITY OF KALAMA
REQUEST FOR QUALIFICATIONS
CITY ATTORNEY SERVICES**

Proposal Due Date: 1/17/2023 @ 2pm

The City of Kalama invites proposals for contracted City Attorney services. Proposals are due to the City Clerk's Office by 2pm on January 17, 2023. The City seeks services encompassing the traditional scope of work including legal counsel, opinions, consultation and coordination with special counsel. Attendance at Council meetings is required. Attendance at various other meetings may be required occasionally. This position will not include prosecuting services. For a copy of the RFP package, access the City Web Site (www.cityofkalama.com) or phone Clerk/Treasurer Coni McMaster at 360-673-4561 or e-mail cityclerk@cityofkalama.com.

Delivery: Proposals may be mailed or hand-delivered to the City of Kalama City Clerk/Treasurer, PO Box 1007, 195 N. First St. Kalama, WA 98625

Minimum Qualifications:

- (a) 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;
- (b) Each attorney in the proposed team must be a member in good standing of the Washington State Bar Association;
- (c) The proposed designated City Attorney must have a minimum of five years experience in the field of municipal law with particular experience in land use and public work construction.

The City of Kalama 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 City.

Coni McMaster
Clerk/Treasurer
P.O. Box 1007
195 N. First Street
Kalama, WA 98625
(360) 673-4561
cityclerk@cityofkalama.com

STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Description of your law firm/private attorney practice and services the firm is capable of providing, including an explanation of how these services will best meet the City's needs. Five or more years experience in municipal law is preferred. Land use law experience also desired.
2. A list of references regarding reputation and qualifications of the law firm/private attorney.
3. Proposals shall clearly set forth fees or fee structure to be charged for services. A flat fee proposal is preferable, with additional services available for a negotiated hourly rate.

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.

Scope of Work

1. Provides legal advice, counsel, services, consultation, and opinions to the Mayor, City Council, , and city management , on a wide variety of civil assignments, including but not limited to land use planning, compliance with state regulatory departments, laws against discrimination, nuisance abatement, public private development partnerships, construction of public works, purchasing and procurement, leasing, purchase and sale of property, basic employment legal matters, public disclosure issues, and tort law. The City Attorney's advice includes methods to avoid civil litigation.
2. Furnishes legal representation at all City Council business meetings, and at other meetings when requested.
3. Appears before courts and administrative agencies to represent the City's interests.
4. Prepares and reviews ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
5. Works cooperatively with the municipal prosecutor and special legal counsel retained by the City for special projects.
6. 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.
7. Assists City 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.
8. Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.

9. Provides the Mayor and City Council with guidance as to Robert's Rules of Orders and related procedural matters relating to Council meetings.

10. Prepares legal opinions at the request of the City or the Council.

11. Provides the Mayor, City Council, and administration a legal perspective and advice on various governmental issues.

12. Performs other legal services and tasks, as assigned by the Mayor.

Specifications

1. The appointed City Attorney attends most City Council business meetings. These are scheduled for the first and third Thursday nights each month, from 7:00 p.m. until close, which could typically be prior to 9pm or as late as 11pm. The City Attorney attends all Council meetings unless excused by the Mayor, 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 management.

3. The City Attorney must be available by phone, cell phone, fax and e-mail.

4. A 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. The City does not offer space for offices in a City location. The City may assist with efficient coordination between offices, such as mail delivery services or copy services.

Contract Term

The City anticipates a two-year contract, with options for two-year renewals.

Contract

A sample contract/service agreement is attached. *Note: The City expects all submitting firms to consent to the City contract, terms and conditions. Exceptions desired must be noted in the proposal submittal. The City reserves the right to revise the stated contract terms and conditions prior to contract signature.*

EVALUATION PROCESS

Step 1: Written proposals will be reviewed for compliance with RFQ requirements. Those that comply will go to Step 2.

Step 2: Written proposals will be reviewed and evaluated by the Evaluation Committee. The Evaluation Committee will be comprised of the Mayor, City Administrator and the City Department Managers.

Step 3: The proposer(s) whose written proposal(s) received the highest score will be selected. If there is a tie, those proposer(s) who are tied will be invited for an interview.

Step 4: The City will conduct reference checks for the finalist law firm/private attorney. The Clerk/Treasurer will notify the winning proposer(s) as determined by the Evaluation Committee.

Step 5: Contract negotiations will commence with the selected law firm/private attorney.

Step 6: If negotiations with the initially selected law firm/private attorney fail to produce a contract, the City reserves the right to enter into negotiations with one or more law firms/private attorneys.

EVALUATION

For selection of the finalist law firm, the written proposals will be scored using the following scoring system:

1. Firm experience (e.g. length of time in business, municipal law experience and other matters relating to relevant experience). 25%
2. Reputation and qualifications of the specific individuals to be assigned to act as City Attorney. 25%
3. The competitiveness of the law firm/private attorney fee structure. 25%
4. The law firm/private attorney's experience in providing thorough and timely legal advice. 25%

Instructions

All proposals must be in a sealed envelope and clearly marked "Sealed Proposal-City Attorney Services." Proposals must be received by the 2 pm on January 17, 2023 at which time they will be opened.

All proposals are to be delivered to: Coni McMaster, Clerk/Treasurer, City of Kalama
P.O. Box 1007, 195 N. First Street, Kalama, WA 98625

Legal Service Agreement

THIS AGREEMENT is entered into by and between the City of Kalama, a Washington municipal corporation (“City”) and _____, a licensed attorney in the State of Washington (“Attorney”).

RECITALS

The City desires to contract for legal services for matters of a routine municipal nature in order to encourage Council members, the mayor and department heads to utilize the services of the Attorney as an effective means of risk management. The City warrants that its execution of this agreement is lawful and within its power.

NOW THEREFORE, IT IS AGREED:

I. Assignment and Scope of Services.

The City officials responsible for giving the Attorney work assignments are: the Mayor, the City Administrator and Department Managers. Additionally, a majority of the City Council may give direct assignments to the Attorney if such direction is given during a meeting of the City Council.

The Attorney shall be principally responsible for performing all legal work for the City, except as set forth in Section III, or in those instances in which the mayor assigns legal work to other specialized attorneys. The following list of duties is illustrative of the services to be performed by the Attorney, but is not necessarily inclusive of all duties:

Retainer Items

1. Legal Documents. The Attorney shall review all ordinances, contracts, resolutions, inter-local agreements, legal correspondence or other legal documents. The attorney shall draft such documents as requested by the City. The City shall forward all draft ordinances, contracts, resolutions and inter-local agreements to the Attorney to approve as to form.

2. Advisory Duties. The Attorney may advise the Mayor, City Council members, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City and will provide such legal services as a means of reducing the risk, when possible, of legal claims resulting from the City’s actions. This includes providing advice on procedural issues relating to conducting open meetings, executive sessions or other City business, land use, permits, utilities,

environmental standards and other regulations, ordinances or laws or contracts impacting City business or decision making.

3. City Council Meetings. The Attorney will attend two City Council meetings per month including preparation and travel to said meetings unless excused by the Mayor. Preparation includes the review and drafting of ordinances, review of any contracts, leases, inter-local agreements, and other legal documents pertaining to operation of the City and any legal research on issues before the Council.

4. City Staff Meetings. The Attorney may attend work or study sessions of the Council, or board meetings, commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City as requested by the Mayor, provided this does not go over the agreed number of hours per month.

5. Initial Court Filings. The Attorney may prepare and file an initial filing of a complaint for code violations or other legal issues with the courts.

6. The Attorney will provide such other services as are necessary and appropriate in order to provide the City with adequate legal representation.

Additional Services – Outside of Retainer

1. **Court Proceedings Commenced by City.** The Attorney may represent the City in civil lawsuits and other contested proceedings commenced by the City.

2. **Court Proceedings Naming City as Defendant.** The Attorney may represent the City in lawsuits and other contested proceedings in which the City is named as a defendant, or represent the City in pursuing any insurance benefits or seeking defense representation for claims covered by insurance.

II. LOCATION, TIME FRAME of SERVICES

1. Location. The Attorney may provide services on City Hall premises as scheduled by the Mayor. Other basic services will be provided by the Attorney or his staff or designee (if acceptable to the Mayor) from his/her office.

2. Time Frame. The Attorney shall make every effort to perform the duties requested by the Mayor in the time frame requested by the Mayor or as expeditiously as possible. The Attorney agrees to keep the City informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

III. EXCLUDED SERVICES.

The Attorney's services do not include:

1. Providing prosecutorial services which are currently provided under interlocal agreement with the City of Kelso.
2. Providing any advice or representation to the City on labor, labor negotiations, employment or personnel matters unless specifically requested by the Mayor.
3. Representing or advising City employees where the interest of the City employee may conflict with that of the City.
4. Providing legal services where the City has insurance coverage that provides for legal services and the City has tendered the defense to the insurance carrier. Provided, however, the Attorney shall monitor the lawsuit on behalf of the City, and may be retained by the City's insurance provider to provide such legal services, or may pursue claims against the City's insurance company as needed to ensure the City's rights under the contract of insurance are provided.

IV. CONFLICT OF INTEREST

The Attorney provides services to other clients in his independent law practice. The Attorney shall not perform such services for other clients where a conflict of interest or ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist. The Attorney warrants that his execution and delivery of this agreement does not and will not conflict with any obligation of Attorney to a current or former client.

V. COMPENSATION

1. **Hourly Rate.** The City shall pay Attorney at the rate of **\$TBD** 00 per hour . The Attorney shall not exceed **TBD** hours per month, unless previously agreed by the Mayor and the Attorney. The Attorney shall invoice the City during the last week of each month for work performed the previous month. The City shall pay the Attorney's invoice promptly, and in no case later than 30 days from the invoice date.
2. Attorney's actual direct expenses incurred for any non-retainer work for the City shall be reimbursed at actual cost. Examples of direct costs include copying costs, mailing and postage fees, hiring of subcontractors or other Attorneys as approved in advance by the City, and other reasonable costs.
3. As appropriate, the City shall issue the Attorney a federal 1099 form.

Attorney's federal tax identification number is _____.
Attorney's mailing address is _____.
Attorney's phone number is _____.
Attorney's e-mail address is _____.

The City's federal tax identification number is 91-6001447.
The City's mailing address is P.O. Box 1007, 195 N. First Street, Kalama, WA
The City's phone number is (360) 673-4561.
The City's email address is cityclerk@cityofkalama.com.

VI. TERM OF AGREEMENT. This Agreement is for a term of two years:
February 1, 2023 through December 31, 2024.

1. At the Option of the City, the Agreement may be extended for two-year periods upon the same terms contained herein.
2. This agreement may be terminated by either party by giving 30 days notice to the other party. Any earned compensation or expenses appropriate under this agreement will be paid for services rendered during the notice period, but will only be authorized thereafter upon express agreement of the Mayor. The Attorney agrees to co-operate in the transferring of all City files and records and provide a copy of all pending attorney files to the City Clerk or the City's designee promptly upon completion of services.
3. Upon termination of this Agreement, the Attorney shall not be entitled to severance pay or continued compensation other than for ongoing services the Attorney and Mayor have agreed will extend beyond the effective termination date.

VII. EQUIPMENT AND OTHER RESOURCES.

The Attorney shall obtain his own cellular phone, computer, office equipment and access to electronic legal research services as needed to perform the legal services contemplated in this agreement.

VIII. PROFESSIONAL LIABILITY INSURANCE

During the term of this Agreement and any extensions thereof, the Attorney shall secure and maintain a policy of comprehensive professional liability insurance provided by an insurance company licensed to do business in the State of Washington. Said policy shall have limits of not less than \$1,000,000.

IX. INDEMNITY

The City shall defend, indemnify and hold Attorney harmless from any and all claims arising out of the good faith performance of his duties for services provided within the scope of this agreement, within the confines of applicable ethical rules and in compliance with existing law. Indemnity will not be provided for acts performed outside the scope of the Attorney's requested services, or for any acts of misconduct or alleged violations of existing law.

X. CONFIDENTIALITY

Attorney agrees to keep all of the information provided by City in the context of this agreement confidential for the term of this agreement and thereafter, unless the Attorney client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

XI. MAINTENANCE OF CITY RECORDS AND FILES

Any work related products, such as letters, plans, spreadsheets, databases, or the like, that are developed during the term of this agreement for the City by the Attorney shall be deemed to be owned jointly by the Attorney and the City. The Attorney will keep the City adequately advised of all legal matters by providing copies of all letters or correspondence, plans or proposals written on the City's behalf to the City Clerk, responsible Department Manager, City Administrator or Mayor. All copies of correspondence received by the Attorney relating to City business will be routinely forwarded to the City Clerk, City Administrator, responsible Department Manager or Mayor, upon receipt. A copy of all documents prepared by the Attorney, but not previously provided, or when duplicates are needed, shall be delivered to the City upon request.

XII. QUALIFICATIONS

Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the State of Washington and a member in good standing of the Washington State Bar.

XIII. INDEPENDENT CONTRACTOR STATUS.

The Attorney is an independent contractor and is not an employee of the City. The Attorney is responsible for paying his own federal income tax withholding and other taxes, fees or other charges imposed by law upon independent contractors from the compensation paid to him by the City. The Attorney is not entitled to any benefits such as sick leave, vacation, unemployment insurance, worker's compensation, PERS, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

XIV. NON-EXCLUSIVE CONTRACT

This is a non-exclusive contract. The City reserves the right to appoint additional attorneys, to contract for a new Attorney in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall guarantee renewal of this Agreement, and in the event of a future renewal, the parties reserve the right to renegotiate all provisions.

XV. ENTIRE AGREEMENT

This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

DATED this _____ day of _____, 2023.

City Attorney

City of Kalama

Mayor

ATTEST:

Coni McMaster, City Clerk/Treasurer