

# REQUEST FOR PROPOSAL

## LEGAL SERVICES FOR THE HURRICANE VALLEY FIRE

### SPECIAL SERVICES DISTRICT

### LEGAL SERVICES RFP# 2023-1

The Hurricane Valley Fire Special Services District (District) hereby solicits proposals from individual attorneys and/or law firms to represent the District as its District Counsel. The attorneys and/or firms selected by the District would serve as legal counsel to the Administrative Control Board (ACB), the District's Executive Team (Chief, Deputy Chiefs, and Business Manager) on an at-will basis.

The District's selection will be based on its evaluation of the written proposal(s), attorney and/or firm's qualifications and experience, client references, the areas of legal services which the attorney and/or firm are willing to provide, an oral presentation (if requested) and the overall fee structure. The District may engage more than one firm for services should that be in its best interest.

Proposals in whole or in part must be received by the District's administrative office on or before May 4, 2023 at 5 pm. Proposals must be clearly marked, "Legal Services RFP# 2023-1". Respondents must submit an original proposal and five (5) hard copies of the proposal. Proposals may be submitted in person, USPS, or by any other commercial carrier. The proposals are to be submitted to:

HVFSSD  
RFP#2023-1  
202 East State Street  
Hurricane, Utah 84737

Questions or Clarifications: Individuals of firms who have additional questions or are seeking clarifications relating to the elements contained in this RFP may contact the District's only authorized representative relating to this RFP, Chief Joe Decker by phone or email. His contact information is:

Email: [jdecker@hvfssd.org](mailto:jdecker@hvfssd.org)

Phone: 435-635-9562

Miscellaneous Requirements: The District will not be responsible for any expenses incurred by a respondent in preparing, submitting, or presenting a proposal. All proposals shall provide a straightforward, concise delineation of the attorney's or firm's capabilities to satisfy the requirements of this request. Emphasis should be on the completeness and clarity of content.

The District reserves the right to waive any informalities in proposals, to accept or reject any or all proposals for any reason, to negotiate with any attorney, law firms, or business and to select one or more of the attorneys and/or law firms deemed to have submitted a proposal which in the judgment of the District's ACB is in the best interest of the District. The District specifically reserves the right to accept one or more proposals and may select more than one attorney and/or law firm to serve as a legal counsel to the District.

Proposals may be held by the District for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the proposals prior to the award of a contract.

## INTRODUCTION

The District has an Administrative Control Board and an Executive Team. The District responds to approximately 4,900 fire and emergency medical calls for service annually. The ACB usually meets monthly on the third Monday of each month at 2:00 PM, although the time and date is subject to change and/or cancellation.

Like most Districts, the Hurricane Valley Fire SSD is involved in a variety of activities which require a diversity of legal services, with labor relations, human resource matters, code enforcement, and agreements representing a majority of them.

The District often conducts business using e-mail and other electronic media, when reasonable within the confines of confidentiality, public records requirements, and other business constraints. To that end, it is frequently important for the District to be able to receive digital copies of ordinances, policies, contracts and other documentation that are readable by the District's official software (Microsoft Office Suite). Should the applicant not generate original documentation using this software, the applicant shall explain how the transmission of the documents will not lose their formatting (e.g. – bold, *italic*, ~~striketrough~~, underline, fonts).

## THE PROPOSAL

### Scope of Legal Services Required per RFP

Respondents to the RFP shall provide a list of services offered and the associated fee(s). If an applicant is selected to represent the District with regard to one or more or all of the areas of legal work designated by the applicant, the District reserves the right, at its discretion, to appoint another attorney and/or law firm to represent the District with regard to such designated area of legal work from time to time if the District's ACB deems such action to be in the best interest of the District.

### Qualification and Experience of Legal Counsel

The proposal must identify the principle attorneys within the firm who will be providing legal services to the District. The proposal should demonstrate the qualifications, competence, and capacity of the attorneys to represent the District in each of the legal service areas. Resumes shall be submitted for each lead attorney specifically assigned to the providing of services to the District. The law firm making a proposal must describe the law firm's expertise in providing District legal services, specifically identifying its expertise in dealing with State and Federal regulatory processes, code enforcement, finance, taxation, environmental, real estate, labor and employment, legislation, government relations, and litigation.

### Client References

List approximately five clients and references with addresses and phone numbers who may be contacted by the District in connection with the proposal.

### Other Required Narrative Topics

Good Standing and License: The attorney and/or law firm submitting a proposal must be in good standing and licensed to practice law before all courts and administrative agencies in the State of Utah.

Access and Availability: Each applicant must identify an address of the offices of the attorneys who would provide services to the District and their proximity in miles and driving time to the District headquarters located at 202 East State St., Hurricane, Utah. The applicant must indicate their availability to provide services in the evening hours between approximately 2:00 PM and 11:00 PM at the Board meetings. However, in rare circumstances (emergency situations) there may be times that legal representation is needed at other times including weekends and holidays. The District reserves the right to request the services from the attorney and/or firm.

Casework-Management: The District expects each applicant to demonstrate how it will manage casework for the District. Each applicant shall identify their standard response time to questions and assistance (e.g. – verbal response within 1 day, written response within 5 days). Applicants shall also explain availability in emergency situations when an immediate response is needed.

Conflict: The District is interested in the provision of legal services in the best interest of the District. Attorneys or firms which represent or contract for services with cities or entities operating within the District are deemed as having a conflict and will be disqualified, unless specific written waivers are duly signed. If the ACB and the Executive Team are at odds, and an attorney or law firm has provided legal counsel to both, it is understood that such attorney or law firm shall have a conflict of interest and shall not represent either the ACB or the Executive Team in that legal battle. The moment the attorney or law firm perceives such a conflict between the ACB and the Executive Team, the attorney or law firm must immediately notify both the ACB and the Executive Team of the potential conflict.

Proactive Practices: The District is interested in developing and implementing practices that promote litigation prevention through proactive and educational methods. Each applicant shall identify their thoughts and proposed approach toward providing proactive legal services, which will minimize claims and expensive litigation.

Contract for Services: The attorney or firm that is selected by the District will be required to sign a contract and additional terms and provisions may be included in the contract. Duties of Legal Department, the contents of the proposal submitted by the applicant and this Request for Proposal, will be part of any such contract awarded.

In addition, the District anticipates that the following provisions will become a part of that contract.

Compensation: Each applicant must state the compensation that will be required for the services of the applicant. Itemized bills including the date, time and description of service will be required. Approval of the Board Chairman and a member of the Executive Team will be required before payment. Bills shall be submitted on a basis no more frequently than monthly.

Billing for services shall be explained in detail including all support services and costs such as: paralegal, clerical, supplies, mileage, electronic research and other expenses.

Applicants shall also list any services that will be provided free of charge such as attendance at annual, special District meetings and/or educational forums on various topics or any non-charged, in-house expenses. Each applicant should provide an explanation of how the District will be billed for consultations between two attorneys who are both members of your legal firm.

The District wants information about how applicants bill for information correspondences, i.e. courtesy copies and e-mails, other billing practices, etc.

Proximity to District Headquarters: Each applicant must state the distance they are away from District headquarters. The applicant must provide the processes they will undergo to assure the handling of the District's legal services are dealt with in a timely manner. The applicant shall state whether the mileage associated with traveling to and from the District headquarters will be billed to the client.

Communication: Communication between the District and the District's Counsel shall be through the Executive Team and/or the Board Chairman, or their designee. It is specifically noted that answering inquiries from the general public and the press is outside the purview of the position of the District Counsel and that he/she shall courteously refer such inquiries to the designee. Since individual ACB members have no legal authority to incur expenses on behalf of the District, the District Counsel is not authorized to provide legal counsel to them individually. The District Counsel may communicate directly with employees or board members of the District as necessary to handle legal matters or as authorized by the Executive Team or its designee.

Except as otherwise requested by the District Counsel, all communications regarding legal services by the District Counsel shall be transmitted to the Executive Team or its designee.

There shall be no limits to the matters referred to the District Counsel. District officials agree to avoid asking for assistance and review of non-legal matters.

Representation:

Firms selected to provide legal services for the district would not be allowed to represent any person, corporate entity or District employee in any action against the District or before any board or committee in the regulatory process.

Termination: This contract arrangement is an at-will agreement.

Assignment: The selected attorney or firm will be prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing of the ACB/Executive Team or their designee.

Hold Harmless Clause: The Legal Firm shall indemnify the District from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act or omission by the attorney or the firm or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree, violated by such attorney or firm. This duty to hold harmless includes the obligation to pay for resulting legal fees and all other costs reasonably related to such suits, actions, or claims.

Insurance: The legal firm shall be required to carry Professional Liability Insurance. Proposals must specify the carrier and coverage limits of no less than \$1,000,000 per occurrence, with an aggregate of no less than \$5,000,000. The successful applicant or applicants shall provide to the District a certificate of proof of insurance and shall maintain required insurance coverage.

Unavailability: The attorney or firm must provide advance notification to the District or its designee of times when counsel will be unavailable (e.g. – vacations, professional conferences, etc.), and the name(s) of legal counsel who will handle the District legal affairs in his/her absence.

Specialized Counsel: The District shall not be restricted from appointing other counsel when, in the judgment of the District, the need arises.

Sealed Fee Statement: Each firm must submit, in a separated sealed envelope, the comprehensive compensation rate schedule for each proposed service which will be required for the services of the firm.

Billing: Itemized bills including the date, time and description of service, attorney or other staff providing service and that attorney or staff's hourly rate will be required to be submitted prior to payment. Such bills shall be submitted on a monthly basis.

Selection Process: The District Counsel is a direct appointment of the ACB. Proposals shall be reviewed by a selection advisory committee. The committee shall make a recommendation to the ACB, who shall make a final selection.

Contract Award: The successful respondent to this RFP will be selected by the ACB in a scheduled board meeting. Award will be based on the overall proposal and not solely on the proposed fee for services.