

MEETING DATE: February 12, 2024

FROM: Rich McLaughlin

RE: Legal Counsel

BACKGROUND:

Review the proposed RFP for District General Legal Counsel. Consider distribution of the RFP to the attached list of legal firms.

EXECUTIVE SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:

- A. 5A RFP FOR GENERAL LEGAL COUNSEL BPPFD
- B. 5B LAW FIRMS

REQUEST FOR PROPOSAL
(RFP)

for

OUTSIDE GENERAL LEGAL COUNSEL

JANUARY 2024

Beckwourth Peak Fire Protection District (BPFPD)
180 Main Street,
Beckwourth, CA 96129
(530) 832-1008
(530) 832-5828 Fax

TABLE OF CONTENTS

SECTION I - INTRODUCTION AND BACKGROUND	3
A. INTRODUCTION	3
B. BACKGROUND	3
SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES	4
A. QUALIFICATIONS	4
B. SCOPE OF SERVICES	4
SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS	5
A. TIMELINE	5
B. PROPOSAL FORMAT AND CONTENT REQUIREMENTS	5
C. QUESTIONS	6
D. SUBMITTAL INSTRUCTIONS	6
SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS	6
A. CRITERIA	6
B. FINAL SELECTION	7
C. AGREEMENT AWARD AND EXECUTION	7
SECTION V - GENERAL CONDITIONS	8
A. BPPFD RIGHTS & OPTIONS	8
B. CHANGES TO THE RFP	10
C. COMMUNICATIONS	10
D. INSURANCE	10
E. EXCEPTIONS AND DEVIATIONS	10
F. AWARD	11

SECTION I - Introduction and Background

A. Introduction

The Beckwourth Peak Fire Protection District (“BPPFD” or “District”) invites interested law firms or individual attorneys (“firm(s)” or “proposer(s)”) with a minimum of five (5) years of experience representing public agencies in general governmental procedures, compliance, contracts and transactions, and civil litigation to submit proposals to provide general counsel legal services for the BPPFD. Legal services will include managing and determining the need to engage special counsel services.

The objective of this request is to provide the BPPFD Board and staff with reliable and effective legal services on an as-needed basis. A firm selected as General Counsel will serve at the pleasure of the Board of Directors of the District and under the direction of the BPPFD Fire Chief. The District anticipates that the selected firm will enter into a professional service agreement for a term of five (5) years, with an opportunity for up to two (2) additional consecutive twelve (12) month extensions.

All proposals must be received by, on, or before March 1, 2024. The preferred method for proposal submission is electronic via the Board President, Rich McLaughlin at RMcLaughlinBPPFD@gmail.com. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

Rich McLaughlin, Board President
Beckwourth Peak Fire Protection District
180 Main Street, Beckwourth, CA 96129

B. Background

Beckwourth Peak Fire Protection District is a Special District located in Eastern Plumas County with a headquarters station located in Beckwourth, CA, a census-designated place (CDP) in Eastern Plumas County. BPPFD is a new district, formed by Plumas LAFCO Resolution 2023-0004 dated June 12, 2023, and approved by the popular vote of property owners within District boundaries on the November 2023 ballot. The District’s official formation date was 1 January 2024.

The LAFCO resolution merged the operations of four different agencies previously providing fire services into one efficient, effective, and sustainable emergency services system to provide a proactive and sustainable solution for future fire and emergency service needs. The new District encompasses approximately 468 square miles including the territory previously within the City of Portola, Beckwourth Fire District, Gold Mountain Community Services District, and Sierra Valley Fire Protection District, as well as over 400 parcels not previously within the boundaries of a local fire provider. The District is composed of residential, agricultural, ranching, and forestry parcels, including the City of Portola and a number of master planned communities and resort parcels.

Funding for the new District is primarily through a combination of County property tax sharing and a new special fire tax approved by voters in the November 2023 election designed to specifically support the new District. Additional funding comes from grants, donations, contracts for service, and funding for Emergency Medical response from Eastern Plumas Health Care. The District’s fiscal year begins July 1 and ends June 30.

The proposed operating budget in FY 2024/25 is approximately \$660k* on projected revenues of \$960k.*.

The Fire Chief reports directly to the Board of Directors and performs all duties necessary for the proper and efficient management of the District, as determined by the Board, state, and federal law. The District currently has a small professional staff of three, with approximately 30 volunteer firefighters. The District generally holds meetings on the first Wednesday of each calendar month at 5 PM in the Board Room at the District office in Beckwourth. Typically, legal counsel will advise on complex resolutions or reports that have specific legal issues. Routine matters and/or reports generally do not require review by legal counsel.

SECTION II – Qualifications and scope of services

A. Qualifications

The BPPFD is seeking a legal firm or individual committed to providing the highest quality legal representation to serve as Legal Counsel for a minimum term of five (5) years. Required qualifications include that the firm must:

- be admitted to practice in the State of California and be members in good standing with the State Bar of California;
- be familiar with the function and purpose of Fire Protection Districts;
- have knowledge of California Fire Protection District Law, and State and Federal grant regulations; and
- have experience in public agency law and advising public officials, administrators and employees on laws pertaining to local government administration, organization, regulations, transactions, and litigation matters.

Experience in litigation and other legal issues that are routine with a Fire/Special District or other public agency, land use, and water law is highly desirable.

B. Scope of Services

The legal services provided to the BPPFD include, but are not limited to:

- providing general legal advice to the Board of Directors and the Fire Chief when requested;
- providing legal counsel pertaining to compliance with State Regulations, Codes, State and Federal Acts, Fire Protection District Law, contracts, the California Environmental Quality Act (CEQA), the Brown Act, ethics and conflict-of-interest law, public records requests, personnel and employment law, and intergovernmental relations;
- providing annual updates on important developments concerning the Political Reform Act and other conflict of interest issues, legislation, and judicial decisions;
- preparing legal opinions or responses on specified issues when needed;
- serving as the BPPFD Legal Counsel and representative in all Board matters, including litigation and administrative proceedings, as necessary;

- attending regular and special BPPFD Board meetings as needed, and any other meetings for which the firm is available at the request of the Board;
- attending in-person and remote meetings with the BPPFD Fire Chief and/or Board when required and/or maintaining telephone and e-mail contact as needed;
- reviewing and commenting on documents prepared by the BPPFD staff including staff reports, resolutions, agreements, correspondence, administrative policies, and other documents as needed and within the requested timeframe;
- preparing and/or reviewing agency agreements, documentation, and other materials on request;
- preparing occasional reports and presenting information at public meetings as needed.

SECTION III - Timeline and Submittal Instructions

The following represents the tentative schedule for this RFP. The scheduled dates may be adjusted with or without notice at the discretion of the Board.

A. Timeline

Date	Activity
February 12, 2024	Request for proposals issued
February 17, 2024	Questions due
March 1, 2024	Due date for proposals (due by 4:00 p.m.)
March 1 – March 8, 2024	Preliminary review and short list
TBD	Oral interviews (conducted at District's discretion)
March 15, 2024	Finalist selected
March 15 – 22, 2024	Negotiate and finalize agreement
March 22, 2024	Agreement awarded by District Board of Directors

B. Proposal Format and Content Requirements

All proposals must include, and Board will evaluate on, the following criteria:

1. Qualifications of Firm and Personnel

Including:

- detailed scope of services that reflects the firm's understanding of the agency's requirements;
- description of the firm;
- statement of qualifications and experience;
- the individual the firm will assign to the BPPFD as General Counsel and their qualifications and professional credentials; and
- summary of experience with Fire Districts and local government agencies relative to the legal issues and practices described above.

2. Identify Existing and Potential Conflicts of Interest

List all current public clients in Plumas or adjacent Counties for which the legal firm provides service. To the extent they are foreseeable, please indicate any actual or potential conflicts of interest that might arise from the firm's or individual attorney's representation of the District. Please outline the way conflicts can be resolved, mitigated, or avoided.

3. Local Government Client References

List two primary references of the legal firm and of the individual who would serve as the BPPFD Legal Counsel. Please include contact information for references and permission to contact those references. Additional professional references may be provided.

4. Budget, Retainer, and/or Rates

Include an estimate of a rate or retainer for all proposed services that would be the basis for monthly invoices during the life of the agreement with the BPPFD. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences as a retainer or hourly rate.

5. Additional Information

Include the location of the legal firm and the availability of appropriate professionals as needed for legal counsel. Identify any other related qualifications and information not specified in this RFP which the firm may consider to be essential and relevant to the BPPFD.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to the Board President, Rich McLaughlin at 180 Main Street, Beckwourth, CA 96129 or via email to RMcLaughlinBPPFD@gmail.com with the email subject line of: QUESTIONS - Legal RFP, by February 17, 2024, at 4 PM PST.

D. Submittal Instructions

If you or your firm are interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to Board President, Rich McLaughlin, at RMcLaughlinBPPFD@gmail.com with the email subject line of: **PROPOSAL - Legal RFP**, by March 1, 2024, at 4 PM PST.

SECTION IV - RFP Proposal Evaluation and Selection Process

A. Criteria

The proposals shall be reviewed based on the following criteria with the most important criteria being the qualifications of the firm and the costs of services. The goal is to contract with a firm that is qualified and cost effective:

- 1. Qualifications of Firm and Personnel:** Expertise, experience, and capability of the proposer to provide outstanding legal services regarding the Board's goals.
- 2. Identify Existing and Potential Conflicts of Interest:** Potential and existing conflicts of interest and potential mitigations.

3. Additional Information: Location of firm and availability of appropriate professionals as needed for meetings or other circumstances. Other information may be provided as well.

4. Local and State Government Client References: Reference checks.

5. Budget, Retainer, and/or Rates: Overall cost of the proposal and the levels of service the BPPFD can expect to receive from the proposer.

B. Final Selection

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the full BPPFD Board of Directors. The final agreement will be signed by the BPPFD Board President.

C. Agreement Award and Execution

The District reserves the right to enter into an agreement without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The District reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District reserves the right to not make an award and to solicit additional offers.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent agreement. The District will not consider proposals that do not meet the mandatory requirements set forth in this RFP. The District may disqualify and reject proposals for any of, but not limited to, the following reasons:

- Failure to properly respond to the Request for Proposal (RFP).
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

BPPFD. If the Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the District may require the proposer to submit additional financial information or other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by the agreement between BPPFD and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the agreement documents. Additionally, BPPFD may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in agreement cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless BPPFD determines that a change in such requirements is in the best interest of the District.

BPFPD expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter an agreement with successful proposer fails to sign an agreement within fifteen (15) business days, unless the District grants an extension, following the delivery of the agreement documents, the District may elect to negotiate an agreement with the next-highest ranked proposer.

The District shall not be bound, or in any way obligated, until both parties have executed an agreement. The selected proposer may not incur any chargeable costs prior to final agreement execution. The foregoing should not be interpreted to prohibit either party from proposing additional agreement terms and conditions during the negotiation of the final Agreement.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The District reserves the right to request additional written and/or oral information from proposers at any time before an agreement is awarded, to obtain clarification of their responses.

SECTION V - General Conditions

A. BPFPD Rights & Options

1. All proposals must be submitted to the BPFPD email address: RMcLaughlinBPFPD@gmail.com with the email subject line of: **PROPOSAL – Legal RFP** in Adobe (pdf) format by March 1, 2024, at 4 PM PST. ***Later proposals will not be considered.***
2. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
3. This RFP does not constitute an offer of employment or agreement for services.
4. The District may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the District determines such action to be in its best interests.
5. The District reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all subconsultants.
6. The issuance of this RFP does not constitute an agreement by the District that any subsequent selection process will occur, or that any agreement will be entered into by the District. Proposals and other materials will not be returned.
7. The District has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
8. All documents submitted to the District in response to this RFP will become the exclusive property of the District.

9. All proposals shall remain firm for one ninety (90) days, following the closing date for receipt of proposals. The District reserves the right to award the agreement to the firm that presents the proposal which, in the judgment of the District, best achieves the desired results.
10. The term of the agreement will be five years with a start date of March 22, 2024. The agreement may be renewed at the discretion of the District for up to two consecutive 12-month periods. Any request by the firm to increase pricing may not exceed national or regional CPI and must align with the BPPFD 's budget cycle.
11. Any agreement awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in this proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the District during subsequent negotiations.
12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 *et seq.*, all "public records" (as defined in the Act) of a local agency, such as the District, must be available for inspection and copying upon the request of any person. Under the Act, the District may be obligated to provide a copy of all responses to this RFP, if such requests are made after the agreement is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret under Government Code section 6254(k) or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages 3-4 of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent BPPFD considers proper under the law. If an agreement is entered into with the proposer, BPPFD shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*
13. The District will not honor any attempt by the proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the District in any action arising out of such dispute, lawsuit, claim, or demand.
14. The proposer warrants that no official or employee of the District has an interest, has been employed or retained to solicit or aid in the procuring of any agreement resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the agreement without immediate written notice to the District.

15. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated subcontractors.
16. Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900 *et seq.*), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285 *et seq.*).
- Nondiscrimination:** The proposer, regarding the work performed by them during the Agreement, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.
17. The District may require unforeseen additional items and/or services. The District therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final agreement.

B. Changes to the RFP

The District has posted this RFP on the BPFDP website:

<https://www.beckwourthfire.com>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

C. Communications

The proposer shall direct all communications concerning this RFP to RMcLaughlinBPFDP@gmail.com with the email subject line of: **Legal RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the District.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

Insurance Required	Coverage Limits
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

The selected proposer shall provide, within five (5) days after the agreement for services is executed by all parties, a certificate of liability insurance naming the District and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the agreement and must be in an amount and format satisfactory to the District.

E. Exceptions and Deviations

The proposer must declare any exceptions to or deviations from the requirements set forth in this RFP in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations.” The BPPFD may waive any immaterial deviation or defect in a proposal.

F. Award

BPPFD reserves the right to make awards within ninety (90) days after the date of the RFP closing.

Law Firms

1. Best Best & Krieger
500 Capital Mall, Suite 1700
Sacramento, CA 95814

Josh Nelson
916-551-2859
joshua.nelson@bbklaw.com

2. Porter Simon
40200 Truckee Airport Rd. #1
Truckee, CA 96161

Steve Gross
530-587-2002
gross@portersimon.com

3. Richards Watson Gershon
2300 N. Street, Suite 3
Sacramento, CA 95816

Patrick Enright
916-244-2022
penright@rwglaw.com

4. Kronick Moskowitz Tiedemann & Girard
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

961+321-4500
Also have a Roseville Office