

# Request for Proposal (RFP)

## FOR SERVICES AS LEGAL COUNSEL FOR THE PARADISE RECREATION AND PARK DISTRICT

<b>Proposal Release Date</b>	6/27/2023
<b>Last Date/Time for Questions</b>	7/26/2023 12:00 pm PST
<b>Proposals Due Date:</b>	<b>8/11/2023 2:00 pm PST</b>
<b>Submit Proposals to:</b>	Email or Electronic Media



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Paradise Recreation and Park District

6626 Skyway  
Paradise, CA 95669  
[info@ParadisePRPD.com](mailto:info@ParadisePRPD.com)

Phone: 530-872-6393  
Fax: 530-872-8619  
[www.paradisepspd.com](http://www.paradisepspd.com)

**NOTICE**  
**Paradise Recreation and Park District**  
**Request for Proposals (RFP)**  
**For Services as Legal Counsel**

Notice is hereby given that the Paradise Recreation and Park District (District) will receive proposals for **Legal Counsel for the District** via email submission (in pdf format) or via electronic media.

Sarah Hoffman: [shoffman@paradisepd.com](mailto:shoffman@paradisepd.com)

Electronic media (flash drive or CD/DVD) may be mailed to:

Paradise Recreation and Park District  
ATTN: Sarah Hoffman, Administrative Assistant III  
6626 Skyway  
Paradise, CA 95969

<b>Submittal Closing:</b>	<b>F 8/11/2023, 2:00 pm PST</b>
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Proposals submitted after the closing date and time indicated will not be accepted. Faxed proposals will not be accepted. There will be no public bid opening.

**1. PURPOSE**

Paradise Recreation and Park District (District) is soliciting proposals to select a firm or individual to serve as Legal Counsel. In this RFP the term “firm” will be used, although proposals from individuals will also be accepted and considered. The selected firm will be awarded a Professional Services Contract for a term that is to be determined (TBD).

**2. SCOPE OF WORK**

The firm selected must be prepared to perform any and all services that are commonly performed for governmental entities, including but not limited to the following:

- a. Attend Board meetings as directed by the District and advise on matters arising during the meeting.
- b. Interpret laws, rulings and regulations as requested by the District.
- c. Determine advisability of defending or prosecuting lawsuits
- d. Represent the District in litigation including administrative and legal proceedings.
- e. Advise the District concerning transactions of District business, including internal affairs, real property matters and public works construction.
- f. Complete real estate acquisitions, donations, and related tasks.
- g. Advise on, approve and/or prepare District contracts.
- h. Administer other personnel, labor and legal matters.

**3. QUALIFICATIONS**

The firm selected must have depth and expertise on the variety of issues confronting the District. The attorney serving as General Counsel must be a member in good standing of the State Bar of California and able to represent the District in court. Relevant expertise of the

firm selected as General Counsel should include, but not be limited to the following:

- a. Public Contract Code and other laws applicable to public construction work contracts
- b. Public Resources Code, as applicable to the District
- c. Ralph M. Brown Act compliance
- d. Land purchase contracts
- e. The California Public Records Act
- f. Conflict of interest issues
- g. Debt issuance and bond law
- h. Employee labor laws  
Litigation experience

#### **4. ACCESSIBILITY**

Accessibility is very important to the District. It is the District's desire that the selected firm be able to have an attorney available by telephone or email anytime to provide legal assistance to the District.

#### **5. CONFLICTS OF INTEREST**

The District is involved in numerous activities and wants to hire a law firm that does not have to recuse itself from issues due to conflicts of interest. Please address this issue in your proposal. Also, provide a statement identifying any potential conflicts of interest with other clients or interests of the firm.

The firm should identify and disclose any business relationship, direct or indirect, past, present or pending, with the City of Paradise or the County of Butte, which are served, in part, by the District, or any other entity or individual that the firm believes warrants disclosure.

#### **6. REQUESTED INFORMATION**

- a. Please provide the name, address and phone number of your firm's contact person for this Request for Proposal;
- b. Describe the expertise and relevant experience of the attorney(s)-in-charge who will conduct this work;
- c. Provide a description of your firm, including the size (number of attorneys) and areas of specialization.
- d. Provide the names and experience of each individual who would be assigned to work on this account;
- e. Provide 3 professional and appropriate references.

#### **7. COMPENSATION**

- a. Describe how your firm proposes to be compensated for its services – on the basis of a retainer and/or time and expenses schedule. This portion of the information must be completed, as specified, or the entire informational

package will be considered non- responsive.

- i. Retainer: If a retainer based compensation schedule is desired, please provide a list of services and the respective retainer fee;
  - ii. Time and expense: the District's preference;
  - iii. If a combination of a retainer and time and expense-based compensation form is proposed, please provide as detailed an explanation as possible of what you propose;
  - iv. If another creative form of compensation is desired, please provide as detailed an explanation as possible of what you propose.
- b. All billings for legal services may be subject to audit by the District and/or independent auditors.

## **8. SELECTION PROCEDURE**

- a. Informational Package: Each firm must submit a written (via email/ electronic media ) information package, which must include the items requested below. Each section should be clearly defined and separated from the others.
  - i. Your firm's general approach to accomplishing the tasks described in SCOPE OF WORK. If your firm cannot perform one or more of the tasks indicated, describe how your firm will facilitate the completion of such tasks successfully;
  - ii. Your firm's qualifications as described in QUALIFICATIONS;
  - iii. Information requested in REQUESTED INFORMATION;
  - iv. Information requested under CONFLICTS OF INTEREST;
  - v. Your firm's proposed fee plan as requested in COMPENSATION;
  - vi. Any additional comments or statements which will assist in the evaluation of your firm's information.
- b. Format: The information must be submitted in standard 8 ½ by 11-inch page format;
- c. Form: The original transmittal document must be signed by someone authorized to execute legal documents on behalf of your firm. If you are mailing the submittal, please provide one copy of the completed package and one unbound copy.

d. Submittal: e proposals to:

Sarah Hoffman, Administrative  
Assistant III  
Paradise Recreation and Park  
District 6626 Skyway  
Paradise, CA 94969  
Phone: (530) 872-  
6393

E-mail: [shoffman@paradisepdp.com](mailto:shoffman@paradisepdp.com)

- e. Deadline: All proposals must be in office of the District at the address indicated above.
- f. Award: The award will be in the form of a Professional Services Contract(s) between the District and the selected firm and may incorporate portions of the proposal ( see attached contract).
- g. Insurance Requirements: After selection the firm will be required to furnish evidence of the following insurance requirements:
- i. Commercial General Liability Insurance with a combined single limit of no less than \$1,000,000 and a general aggregate limit of no less than \$2,000,000;
  - ii. Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident;
  - iii. Professional Liability Insurance with limits of \$2,000,000 per claim and \$2,000,000 in the aggregate;
  - iv. Employers' Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate;
  - v. Workers' Compensation Insurance as required under the Workers' Compensation Insurance and Safety Act of the State of California.

## 9. ADDITIONAL INFORMATION AND CHANGES

All requests for additional information should be made to the District Manager ([dfseaff@paradisepdp.com](mailto:dfseaff@paradisepdp.com)) and/or Board Clerk ([shoffman@paradisepdp.com](mailto:shoffman@paradisepdp.com)), in writing (fax and e- mail are acceptable). No oral modifications of this RFP are valid. Any approval of modifications must be by writing from the District's Manager or Board Clerk.

**CLICK TO ENTER YEAR. CONSULTING AGREEMENT  
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND  
THE CLICK TO ENTER TEXT.**

This agreement is executed by and between Paradise Recreation and Park District, a California recreation and park district (the “District”), and Click or tap here to enter text. (the “Consultant”), and is based upon the following facts:

A. District desires to engage Consultant as an independent contractor to perform services on the terms and conditions set forth below.

B. Consultant desires to accept such engagement as an independent contractor for District on the terms and conditions set forth below.

In consideration of the foregoing facts, the recital of which is incorporated below by this reference as though fully set forth, and of the mutual conditions, covenants and promises set forth below, the parties agree as follows:

1. **Scope of Services.** District hereby engages Consultant to provide services as described in the attached scope of work (the “Services”), a copy of which is attached hereto as Exhibit “A.” Upon mutual agreement, the Services may be amended to allow for changes under this agreement with all other terms remaining in force.

2. **Standard of Care.** Consultant’s services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of Consultant’s profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of Consultant are based on information supplied by District and others, such findings and recommendations are correct to the best of Consultant’s knowledge and belief. No person or entity other than District and Consultant shall be construed as a beneficiary to this Agreement.

3. **Status as Independent Contractor.** District and Consultant agree that Consultant, in performing the above services, is an independent contractor of District and is not an employee of the District and nothing herein at any time shall be construed to create the relationship of employer-employee or of

joint venturers between District and Consultant. Under no circumstances shall Consultant look to District as an employer or as a partner. Consultant shall not be entitled to any benefits accorded to District's employees, including, without limitation, Workers' Compensation, disability insurance, vacation or sick pay. Consultant shall be free to perform similar or other services for other persons during the term hereof so long as such does not interfere with Consultant's timely performance of the services to be performed by it under this Agreement.

4. **Term.** The term of this agreement shall commence upon [Click or tap to enter a date.](#) hereof and conclude by [Click to enter the end date.](#) and/or sooner or when the scope of work is completed. Notwithstanding the foregoing, this Agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven-day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a 30-day notice period. If the District terminates this Agreement in the absence of default by Consultant, Consultant shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from District, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by Consultant including but not limited to cancellation fees or charges. Consultant will use reasonable efforts to minimize such additional charges. This agreement may be extended for \_\_\_\_\_ year upon mutual agreement of both parties.

5. **Payment.** District agrees to pay Consultant the total not to exceed sum of \$[Click to enter text or modify to reflect cost arrangement.](#), payable in installments upon completion of each task and delivery of the Deliverables therefor as identified in Exhibit "A." Exhibit B illustrates the cost schedule and or budget used for this project.

6. **Insurance Coverage.** Consultant is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage and provide the District

with proof of this coverage. During the performance of this Agreement Consultant will maintain professional liability insurance with a limit of \$2 million on claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$2 million on an occurrence basis and provide the District with a certification of insurance naming the District as additional insured and an additional insured endorsement.

7. **Services by District.** District will provide access to the site of work. If necessary, District shall designate to Consultant the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called “buried utilities”) within the boundaries of the jobsite. Consultant will conduct at District’s expense such additional research as in Consultant’s professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but District shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold Consultant harmless from any claims or loss arising from the failure to accurately locate buried utilities.

8. **Compliance with Laws.** District and Consultant shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this Agreement, insofar as such laws are applicable to a party’s performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of District. It is Consultant’s belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California Prevailing Wage Law, then Consultant shall bear such additional costs associated with Consultant complying with those laws.

9. **No Authority to Act as Agent.** Consultant acknowledges and agrees that it has no implied, inherent or apparent authority to act as an agent for District or bind District in any manner other than in performing the above services or to in any way obligate or bind the District. Consultant further covenants that it shall not make any implied or actual representations to any other person that it has any such authority.



10. **Indemnification.** Consultant hereby agrees to indemnify and hold District free and harmless of and from any and all claims, demands, causes of action, actions, liability, damages, costs and expenses, including attorney's fees incurred by District in enforcing this provision or in defending itself, arising out of or in any way connected with its performance of the above services, whether resulting from its willful acts or negligence.

11. **General Provisions.**

a. This agreement shall constitute the entire agreement between the parties as to the subject matter hereof.

b. This agreement shall not be assigned by either party without advance written permission from the other party.

c. This agreement shall not be revised without the written consent of either party.

d. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

e. This agreement shall be interpreted and construed in accordance with the laws of the State of California.

f. Either party's failure to enforce any provision or provisions of this agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this agreement.

g. Should litigation or arbitration be brought to enforce the terms of this agreement, the prevailing party will be entitled to costs and reasonable attorney's fees.

Executed by signatures on the dates below.

**DISTRICT:**

Paradise Recreation and Park District, a California recreation and park district

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Daniel S. Efsseaff, District Manager

**CONSULTANT:**

Click here to enter text.,

a California \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Name, Title

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Rev. 03/22/2021

**CONSULTANT AGREEMENT**  
**Exhibit A – SCOPE OF WORK**

**DESCRIPTION OF COOPERATION**

Click here to enter text.

**CONSULTANT**

The following describes the role and responsibilities and scope of work and/or services that Cooperator will provide to the District.

Click here to enter text.

**TASKS**

The work will include the following tasks:

- Task 1 - Click here to enter text..
  - Description – Add additional tasks as needed.

Completed by Click to enter a date (optional may be included in Exhibit B).

**DISTRICT (if needed)**

The following describes the role and responsibilities and the scope of work and/or services that District will provide.

Click here to enter text.

The work will include the following tasks:

- Task 1 - Click here to enter text..
  - Description – Add additional tasks as needed.
  - Completed by Click to enter a date (optional may be included in Exhibit B).

**CONSULTANT AGREEMENT**  
**Exhibit B – Cost Schedule or Budget**

The Cooperator will provide services according to the following budget:

<b>Task</b>	<b>Description</b>	<b>Cost</b>	<b>Due Date</b>
<b>Total Cost</b>			

This project will not exceed a total cost of \$[Click or tap here to enter text.](#)

The Cooperator's will bill according to the attached cost schedule. [Attach cost schedule and/or click to enter text.](#)