

REQUEST FOR PROPOSAL

**CITY ATTORNEY
LEGAL SERVICES**

FOR

**CITY OF ANGELS
ANGELS CAMP, CALIFORNIA**

OCTOBER 5, 2017



SECTION I
GENERAL INFORMATION

Introduction

The City Council of the City of Angels invites qualified firms or individuals to submit proposals for City Attorney Services as described in the scope of work set forth in Section II of this request for proposals (RFP).

Background

The City of Angels was incorporated in 1912 and is a residential community with a population of 4,020 in January 2017 according to the State of California Department of Finance. Angels Camp is a General Law City with one Mayor and four City Council members elected at large operating under a council-manager form of government. The City Council appoints the City Administrator, City Attorney, and members of the City boards, commissions and committees. The City Attorney reports to the City Council. The City Council meets on the first and third Tuesday of the month at 6:00 p.m.

Services provided by the City include administration, police, planning and building inspection, museum services, street maintenance, fire protection and water/wastewater management. The City has 64 employees. The FY 2017-2018 General Fund budget for the City of Angels is \$3.4 million. The FY 2017-2018 budget for overall legal services is \$97,200.00.

More information can be found on the City's website at www.angelscamp.gov

RFP Contact

Questions regarding the RFP should be directed to:

Mary Kelly
City Administrator
(209) 736-2181
marykelly@angelscamp.gov

Proposal Due Dates

One unbound original and five bound copies of the proposal must be received no later than Noon (12:00 p.m.) on Wednesday, November 1, 2017. Proposals are to be sent to:

City of Angels
PO Box 667
Angels Camp, CA 95222

Proposals should be marked "**City of Angels City Attorney RFP**". Facsimile or electronic proposals will not be accepted. Proposals received after Noon (12:00 p.m.) on November 1, 2017 will be disqualified. All proposals delivered in an express courier package shall be sealed within a separate envelope within the courier package.

Incurred Costs

The City of Angels is not liable for any costs incurred by a proposer in the preparation and/or presentation of the proposal.

Equal Opportunity

The City of Angels requires all proposers to comply with equal opportunity policies. The City of Angels' programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

Independent Contractor

The City Attorney will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not the City of Angels.

SECTION II
LEGAL SERVICE REQUIREMENTS
SCOPE OF WORK

Services To Be Provided

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Angels and, as such, is responsible for advising on all legal matters.

The following are the primary responsibilities for the legal services the City will require in a City Attorney:

- Advise the Council, City Boards and Commissions, and all City officials on municipal government legal matters including the Brown Act and parliamentary procedures for running meetings.
- Attend all City Council and select Planning Commission and Successor Agency meetings unless excused by the Mayor or Council. Attend other meetings as assigned by the City Administrator or Mayor.
- Coordinate and manage the services and costs of all outside legal counsel.
- Provide legal advice to staff, upon request of the City Administrator.
- Prepare and/or review all ordinances, resolutions, municipal contracts, joint powers agreements, and other agreements and contracts entered into by the City.
- Research and submit legal opinions on municipal or other legal matters as requested by the City Council or City Administrator.
- Provide written updates on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
- Provide guidance on personnel matters, including employee disciplinary and grievance matters.
- Perform legal work pertaining to land use issues including but not limited to property acquisitions, property disposals, public improvements, easements, dedications and right-of-way vacations.
- Enforce City codes, zoning regulations, and building standards through administrative and judicial actions.
- Attend staff meetings at the request of the City Administrator OR hold office hours at City Hall for at least four (4) hours on a day to be set by the City Administrator, (twice a month, the week prior to City Council meetings).
- Communicate with the press, when authorized to do so by the City Administrator or Mayor regarding City legal matters.
- Promptly return all calls and e-mails from the City Council and staff.

**SECTION III
PROPOSAL FORM AND CONTENT**

Proposal Submittal

All pages of the proposal must be numbered consecutively. The proposal shall not exceed twenty (20) pages in length. Resumes and licenses shall not count against this page limit. The proposal must be organized in accordance with the list of proposal contents.

Proposal Form and Content

Proposers must include the following items in their proposals addressing the scope of work in Section II. All items must fall within the maximum page count. Proposals and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the City.

A. **Letter of Transmittal**

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include name, address, telephone number and e-mail address of the proposer submitting the proposal. In addition, the name, title, address, telephone number, fax number and e-mail address of the person or persons to contact whom are authorized to represent the proposer and to whom correspondence should be directed should also be included. Additionally, the cover letter must include the following table containing the requested information:

Name of proposed City Attorney	
Office address for proposed City Attorney	
Monthly retainer	
Services included in monthly retainer (Include estimated weekly office hours on-site in Angels Camp)	
Hourly rates for services not included in retainer	
Areas of expertise within your firm	
References (name, municipality, phone, email)	

B. **Table of Contents**

Include a clear identification of the submitted material by section and by page number.

C. **Executive Summary**

Introduce the proposal and summarize the key provisions of the proposal. Provide a statement describing why the proposer is qualified to perform this work, the name of the individual who would serve as the City Attorney, and the proposed fees.

D Statement of Understanding

Include a detailed statement of understanding of the City Attorney services to be provided. If there are services listed in this RFP that the proposer will not be able to provide, describe those services in this section.

E. Approach to Legal Services

1. Describe your view of the role of the City Attorney.
2. Describe how you will keep the City informed about the status of litigation and other legal matters.
3. Describe how you track and manage legal costs so that City legal costs are held to a minimum.
4. Describe how you would proactively advise the City Council about legal developments or issues of concern, without being asked.
5. Describe how as the City Attorney you would work with the City Administrator and staff.
6. Describe how as the City Attorney you would work with the Mayor and City Council, and participate in City Council, Planning Commission, and other meetings. Would you describe your style of participation in such meetings as proactive or reactive?
7. How much over the retainer would you expect the City of Angels to spend engaging the services of your firm for litigation, special expertise, or other services?
8. How do you evaluate the costs/benefits of litigating or settling cases?
9. How would you evaluate whether to use an attorney within your law firm or an attorney from another firm to handle a case, provide expert advice, or provide other needed services? How will fees enter into your judgment of who to use in your role as City Attorney representing the interests of the City of Angels?
10. Describe the firm's practices regarding professional development, training, and keeping current in the law and legal matters affecting their clients.
11. Describe how you will work to achieve a seamless transition from the incumbent to the new contract and measures you will take to mitigate inherent contract transitions risk such as loss of continuity.

F. Background and Capacity

1. Describe your firm's background and history; include number of years in business.
2. Describe your firm's municipal legal services training, experience.
3. Location of office(s) that would serve the City of Angels.
4. Staff services available (clerical support, paralegals, other non-attorney staff).

G. Proposed Attornev(s)

Name the person whom you propose to designate as City Attorney, as Assistant City Attorney(s).

Provide the following for each:

1. Certificates or licenses, including the date of admission to the State Bar of California;
2. Description of education (including name of educational institutions, degrees conferred, and year of each degree);
3. Professional background and professional associations;
4. Experience with and knowledge of the law relating to general law cities related to land use and planning, environmental law including the California Environmental Quality Act (CEQA), redevelopment/successor agency law, general plans, code enforcement and other related areas of law, administrative law; labor relations/personnel law, water and wastewater law, and other

areas of municipal law;

5. Expertise and training.

H. References

Provide contact information for three municipal clients for which services have been provided in the last five years, so reference checks can be conducted. Please include the contact person's name, municipality, phone, and email address.

I. Clients/Potential Conflicts of Interest

1. List all public clients for whom your firm currently provides services under a fee for services basis or on a retainer basis. Indicate the services provided (e.g., City Attorney services, special legal expertise in specific disciplines, etc.). Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
2. For the person to be designated as City Attorney, list all public clients that person presently represents as city attorney or general counsel, along with the meeting dates and times for each governing body.
3. List all private clients that could potentially pose a conflict of interest with your representing the City of Angels.
4. Identify all situations in the last five years in which you have been adverse to public entities, either in litigation or administrative matters.

J. Fee Schedule

The selected City Attorney will be required to provide services under a monthly retainer fee format for regular City Council meetings, special City Council meetings, weekly staff meetings or office hours on site at the City of Angels, communications with the City of Angels and legal work provided under the retainer.

1. Please describe what is included in the retainer (including typical number of office hours on site each week).
2. Please provide an hourly rate for all of the individuals who may be working with the City of Angels from the firm. In addition, please provide a rate for special legal services.

Please provide the retainer fee and rates in a **table** format.

K. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

SECTION IV
EVALUATION OF PROPOSALS

Evaluation Criteria

The following information will be taken into consideration during the evaluation of Proposal:

1. Qualifications identified in the proposal.
2. Cost of providing services.
3. Complete and clear responses to items requested in the Proposal Form and Content Section.
4. Familiarity with laws and regulations governing California municipal governments and operating procedures relative to the conduct of City business.
5. Demonstrated expertise in the following areas as it relates to municipalities:
 - a. Land use and zoning law
 - b. Building Code compliance law
 - c. Public construction law
 - d. Real estate law
 - e. Environmental law
 - f. Administrative law
 - g. Labor relations/personnel law
 - h. Laws pertaining to fees/taxes, including Proposition 218
 - i. Water and wastewater law
 - j. Other relevant areas pertaining to municipal law
6. Adequate local availability, support staff, and range of services offered.
7. Demonstration of workload capacity and level of experience commensurate with the level of service required by the City.
8. Professional reputation for providing high-quality services, ability to work cooperatively with City Council, City Administrator, department directors and media.
9. Demonstrated sound judgment, integrity, and reliability as determined by references provided.
10. Results of interview(s) with the City Council.

Clarifications

The City of Angels reserves the right to seek clarification of each proposal submitted. The City also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

Method of Selection The City Council will review the submitted proposals. After review, the Council and its advisors will interview the finalists. The City Council will choose a finalist with whom to negotiate a contract and will make the final determination.

Interviews

The City of Angels may invite one or more proposers to be interviewed in November, 2017 (specific date and time to be determined).

Agreement

The successful firm shall prepare and cause to be executed between both parties, upon final review of the City, a Contract with the City for City Attorney Legal Services.

SECTION V
TERMS AND CONDITIONS

Indemnification

The chosen attorney/law firm will agree to indemnify, hold harmless and defend the City, the City Council, its officers, employees, agents and volunteers, from all liability or financial loss. This includes legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reasons of injury and arising directly or indirectly from the activities and operations by the chosen attorney/law firm. Indemnification includes the chosen attorney/law firm's officers, agents, employees, subcontractors or any person employed by the attorney/law firm, in the performance of this Agreement. Attorney/law firm agrees that the attorney/law firm's covenant under this section shall survive the termination of this agreement.

Insurance

Proposers are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Proposer's insurance agent or corporate Risk Management Department acknowledging that the Proposer is able to comply with all insurance requirements.

- i. All insurance coverage shall be provided by insurers authorized by the California Insurance Commission to transact insurance business in California and with a rating of "A" or better in the Best's Key Rating Guide.
- ii. During the term of this Contract, the attorney/law firm shall maintain at attorney/law firm's sole expense, the following insurance. The City reserves the right to modify insurance limits as necessary.
- iii. Minimum Scope of Insurance:
 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California.
 4. Professional Liability, and Errors and Omissions Insurance with a limit not less than one million dollars (\$1,000,000) per occurrence, and five million dollars (\$5,000,000) in aggregate.
- iv. Deductibles and Self-Insured Retention:

Deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the attorney/law firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Public Record

Be advised that that all information contained in proposals submitted in response to this solicitation shall

become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

Business License

The professional services provider shall obtain a valid, current City of Angels Business License on or before their commencement of work.

The City reserves the right to reject any and/or all proposals, to request additional information relating to any proposal for clarification and to accept or negotiate modifications to any proposal following the deadline, for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council.