



**REQUEST FOR QUALIFICATIONS TO PROVIDE  
LEGAL SERVICES  
FOR  
THE CITY OF DAVIS AND THE DAVIS REDEVELOPMENT AGENCY**

**The City Council of the City of Davis is requesting interested full-service law firms to submit Statements of Qualifications to provide legal services for the City of Davis (City) and the Davis Redevelopment Agency (Agency).**

**BACKGROUND**

The City: The city of Davis is located in Yolo County, in the Central Valley of northern California, 11 miles west of Sacramento and 72 miles northeast of San Francisco. Davis is home to the University of California, Davis, a world-class institution with 24,655 undergraduate students and 7,500 graduate and professional students. The population of Davis is approximately 66,000. Davis is a university-oriented city with a progressive and vigorous community noted for its small-town style, bicycles, energy conservation, environmental programs, parks, and the quality of its educational institutions. More information about the community can be found on the city's website at [www.cityofdavis.org](http://www.cityofdavis.org)

Davis is a General Law city with a Council/Manager form of government and the following departments: City Manager's Office, Community Development and Sustainability, Community Services, Fire, Police and Public Works. The all-funds budget is \$119,393,950 and supports an overall staffing level of 504.43 full-time equivalent positions.

The Redevelopment Agency: The Redevelopment Plan was adopted in 1987. The redevelopment area includes all of the downtown and the majority of the city south of I-80. The City Council also sits as the Board of the Redevelopment Agency. Flowing from redevelopment dollars, the city has a Pass-Thru Agreement with Yolo County and an active affordable housing program.

The City and Agency currently contract with a full-service legal firm for all legal assistance.

**City Attorney Responsibilities**

The City Attorney is expected to assist the City and the Redevelopment Agency by:

- Providing clear and concise legal advice and consultation as requested, to the governing body and staff. Response is required within a mutually-agreed upon timeframe.
- Attending regular City Council meetings and advising the Council on agenda items and procedural matters.
- Providing guidance and training with regard to the Brown Act, AB 1234, CEQA, Political Reform Act, Public Records Act, Redevelopment Law, and other legal requirements imposed by statute and common law.
- Providing designated office hours or times of availability, as agreed to with the City Manager and/or the City Council.

- Drafting, reviewing and/or revising documents such as legal memos, contracts, ordinances, resolutions.
- Representing the city in litigation.
- Providing legal advice and assistance to operating departments with regard to employee disciplinary actions.
- Performing legal work related to land use issues.
- Researching municipal or other legal matters as requested by the City Council or the City Manager.

**REQUEST FOR STATEMENTS OF QUALIFICATIONS**

**(1) INTRODUCTION – AREAS OF LAW TO BE COVERED IN RFQ**

The city of Davis requests interested full service law firms to submit a Statement of Qualifications to provide legal services for the city of Davis and the Davis Redevelopment Agency. The City’s decision to issue this Request for Qualifications is the result of a policy decision to periodically evaluate the legal services it receives from outside counsel. It does not reflect dissatisfaction with the services currently being provided.

The City Council will determine the process by which the statements are reviewed, although it is anticipated that the material provided in the Statements of Qualifications, interviews with the firms, and/or interviews with references, will be the determinative factors in selecting counsel. The fee arrangements proposed by firms are important, but will be secondary to the experience, service delivery, and other qualifications of the firm.

Please provide the information requested in this RFQ for each of the specialized practices area for which you would like to be considered. These practice areas include:

- General Municipal Specialty, including but not limited to:
  - General municipal law advisory
  - Labor/employment, training and personnel investigations
  - Tax (federal, state, local)
  - Housing Authority/HUD specialist
  - Workers compensation (public entity employer)
  - Elections
  - Urban Run-off/solid waste/recycling
  - Telecommunications (advisory and administrative proceedings)
  - Bankruptcy
  - Code enforcement (local agency)
  - Disability issues/FEHA/ADA
- Litigation Defense, including but not limited to:
  - Public entity tort claims
  - Labor and employment
  - Public safety defense
  - Construction law/public works/prevaling wage matters
  - General writ litigation

- Real Property, including but not limited to:
  - Condemnation/eminent domain
  - Unlawful detainer/eviction (commercial)
  - Development/redevelopment
  - CEQA/land use/environmental/hazardous materials/Brownfields
  - Prop 218 issues
  - Real estate transaction/commercial document preparation
  - Foreclosure
  
- Redevelopment Law

**(2) REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS**

*Identification of Attorneys.* The response to this Request for Qualifications should include descriptions of the attorney or attorneys who would have primary responsibility for providing regular services under the proposal. For each attorney, the Statement of Qualifications should identify the qualifications, areas of expertise, and prior experience. References from comparable and representative public agency clients and the public agency’s teams should be included, with names and telephone numbers of three to five public agency clients which the firm has worked in the recent past.

*Support Staff.* The Statement of Qualifications should include information about the types of support staff, such as other attorneys, paralegals, interns and others in the firm who would be assigned to perform work for the City and whose time would be billed for such work. The response should include information about how the firm plans to utilize support staff within the city’s budget constraints.

*Description of Services.* The Statement of Qualifications should describe the services the firm proposes to provide, the firm’s overall experience with municipal law, any areas of specialty listed above, and any special qualifications that are believed to distinguish it from other law firms.

*Rates and Charges.* The proposed means of compensation, including hourly rates or fees to be charged for each individual named in the Statement of Qualifications, should be listed. A schedule of the rates or amounts for all fees, charges, and expenses to be billed by each attorney or staff member should also be included.

*Availability and Commitment to Provide Services.* The Statement of Qualifications should include an indication of the commitment to provide the services by the attorney or attorneys with principal responsibility for providing services to the City. In this context, the words availability and commitment should be taken in their broadest meanings, incorporating time, flexibility in scheduling, office location of the attorney or attorneys, and firm or personal policies and practices with regard to returning calls and meeting deadlines.

*Actual or Perceived Conflicts.* The proposal should disclose the names, nature of assignment, and relevant dates for any of the firm’s clients who may have actual or perceived conflicts of interest with the City or Agency. Reasonable diligence to identify and disclose potential conflicts is expected of all firms submitting a response to this Request for Qualifications. The proposal should also provide a statement or description of firm policy to address how conflicts of interest between two or more clients are avoided.

*Additional Information.* Statements submitted in response to the Request for Qualifications may, but are not required to, provide additional information to assist a proper evaluation of the proposal. Any discussions relating to suggested strategies to reduce costs for outside legal services are appropriate in this section.

*Submission Requirements.* Proposals are due no later than 5:00 pm on Friday, March 18, 2011. Respondents should submit seven (7) hard copies of its Statement of Qualifications to:

Human Resources  
City of Davis  
23 Russell Blvd, Suite 4  
Davis, CA 95616  
(530) 757-5644

### **(3) EVALUATION CRITERIA**

The criteria used to evaluate the Statement of Qualifications will concern the experience and qualifications of the firm's attorneys who would be assigned to the City and Agency. The firm's fee structure and schedule of charges for ancillary services is important but will be given secondary weight.

### **(4) PROCESS FOR SELECTING LEGAL COUNSEL**

The City Council will determine a procedure to review each Statement of Qualifications. Calls to submitting firms or attorneys and their references may be made to clarify material in the submittals. Based upon this review, the best qualified firms may be invited to a personal interview. Following the interviews, thorough background and reference interviews may be conducted. The City Council anticipates making a selection of a firm or firms following a careful evaluation of all relevant information.

### **(5) SPECIAL PROVISIONS**

*Cost of Preparing and Submitting Statements.* All costs incurred in preparing and submitting the Statements of Qualifications are to be borne by the submitter and not the City or Agency. In no event shall the City or Agency be liable for any cost whatsoever for the preparation or submittal of a response to this Request for Qualifications.

*Reservations and Options.* The City Council reserves the rights and options to:

- Reject any or all of the submittals
- Waive any of the provisions of the Request for Qualifications
- Issue subsequent Requests for Qualifications
- Cancel the Request for Qualifications process
- Waive technical error in the responses it receives
- Negotiate with any, all, or none of the respondents to this Request for Qualifications

### **(6) QUESTIONS**

For questions, contact the City Manager's Office at 530-757-5602.

**REQUEST FOR PROPOSALS**

**CITY ATTORNEY  
LEGAL SERVICES**

**FOR**

**CITY OF TULARE, CALIFORNIA**

**June 2, 2010**

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**CITY OF TULARE**  
**SECTION 1 - REQUEST FOR PROPOSALS**

- A. INTRODUCTION: The City of Tulare ("City") is accepting sealed proposals for CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF TULARE. The City of Tulare is seeking an attorney/law firm that specializes in the various aspects of municipal government.
- B. SUBMITTAL LOCATION, CLOSING DATE, AND TIME: Proposals will not be received after the "closing" date and time indicated. Faxed or e-mail proposals will not be accepted.

    Submittal Closing:    July 2, 2010 at 5:00 p.m., PST

    Location:            City Manager/City Clerk  
                            City of Tulare

    Mailing Address:    411 East Kern Avenue, Tulare, California 93274

- C. INQUIRIES: Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than ten (10) days before proposal due date to allow a reply to reach prospective Proposers before the proposal submission date. In order to receive such materials, Proposers must submit a request in writing to the individual identified below. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

Darrel L. Pyle  
City Manager/City Clerk  
City of Tulare  
Phone: (559) 684-4200  
Fax: (559) 685-2398  
Email: dpyle@ci.tulare.ca.us

Please reference "Request for Proposal City Attorney Legal Services" when contacting the City regarding this solicitation. The City of Tulare Web Page, <http://www.ci.tulare.ca.us>, under the Purchasing section, will contain a copy of this document as well as a summary of any/all applicable addenda, if any.

- D. SELECTION CRITERIA: Selection among the proposals received will be based upon the following criteria:
1. Proposer's experience related to municipal law as noted in Section 2M, (Scope of Work).

2. Proposer's qualifications (résumés included) of key personnel specializing in each area of legal services, as noted in Section 2(K) Understanding of the Scope, and level of staffing necessary for satisfactory performance of the required service. Please list all public clients for whom you or your firm currently provides services either under a fee for services or a retainer basis.
  3. Proposer's capability to perform legal services promptly and in a manner that permits the City Council and staff to meet deadlines and to operate in an effective and efficient manner.
  4. Proposer's ability to have adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract.
  5. Proposer's ability to stay current on the law and apply current law to resolution of City issues.
  6. Proposer's ability to obtain and maintain a current City Business License.
- E. NON-DISCRIMINATION: The City of Tulare hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed or national origin when reviewing the proposals for award of contract.

Dated: June 2 , 2010



Darrel L. Pyle, City Manager/City Clerk



**CITY OF TULARE**  
**SECTION 2 - TERMS AND CONDITIONS**

NOTE: IT IS THE OFFERER'S RESPONSIBILITY TO EXAMINE  
THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY  
PRIOR TO SUBMITTING A PROPOSAL

- A. WAITING PERIOD: Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
- B. INSURANCE: Proposer's attention is directed to the insurance requirements set forth herein. 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. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the attorney/law firm shall maintain at attorney/law firm's sole expense, the following insurance.

Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 02. (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 04 04 03 81 covering Broad Form Comprehensive General. Liability-, or Insurance Services Office Commercial General Liability coverage, "occurrence" form CG 00 01 11 85. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, endorsement CG 25 03 11 85 or CG 25 04 11 85, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 01 87, covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25 (Ed. 01 86).
3. Workers' Compensation and Employers Liability: Workers' 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 \$1,000,000.

Deductibles and Self-Insured Retention:

Any 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.

Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Professional Liability Coverage
2. The City, its officers, officials, employees and volunteers are to be covered as insured, endorsements [GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 01 78)], as respects liability arising out of activities performed by or on behalf of the attorney/law firm, products and completed operations of the law firm, premises owned, occupied or used by the attorney/law firm, or automobiles owned, leased, hired or borrowed by the attorney/law firm. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
3. The attorney/law firm's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the attorney/law firm's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers. The attorney/law firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insurers Liability.
5. The attorney/law firm may satisfy the requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall, not provide any less coverage than that provided by the first or primary policy.

Workers' Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees and volunteers for damages from work performed by the attorney/law firm for the City.

All Coverages:

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided; canceled by either party; reduced in coverage or in limits except after thirty (30) days prior, written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers:

All insurance is to be placed with insurers with a Bests rating of no less than A:VII, and who are admitted Insurers in the State of California.

Verification of Coverage:

Attorney/law firm shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by the City for themselves prior to commencing work or within fourteen (14) days of notification of award of contract; whichever is shorter. The certificates and endorsements for insurance policy are to be by a person authorized by that insurer to bind coverage on its behalf. Certificates and endorsements are to be approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at anytime.

Submittal of Certificates:

Attorney/law firm shall submit as required certificates and endorsements to the following:

Darrel L. Pyle  
City Manager/City Clerk  
City of Tulare

- C. PROPOSAL PREPARATION COSTS: The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.
- D. PROPOSAL INCLUSIONS: The "Request for Proposal" documents shall be returned in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and

specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.

- E. WITHDRAWAL OF PROPOSAL BEFORE CLOSING: Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the Proposal null and void, and return the proposal to the Proposer, unopened. Withdrawal of proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).
- F: MISTAKE IN PROPOSAL: Any Proposer may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, only if the Proposer can establish to the City's satisfaction, that a mistake was made in preparing the proposal.
1. A Proposer declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled dosing date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
  2. Withdrawal of the proposal will only be permitted for mistakes made in the completion of the proposal. A Proposer who claims a mistake shall be prohibited from submitting further proposals on the Project on which the mistake was claimed. (Public Contract Code 5105).
- G. PROPOSAL LABELING: The proposal shall be submitted in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

## **PROPOSAL FOR CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF TULARE**

- H. PROPOSAL SUBMITTAL: All Proposers shall complete and return one (1) original and seven (7) copies of their proposal. All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found to be illegible or incomplete shall not be considered for selection. Whether sent by courier, mail, or by means of personal delivery, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. Faxed or e-mail proposals or modifications will not be considered. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.
- I. PROPOSAL ACCEPTANCE: The City of Tulare reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City may interview selected proposers. The City of Tulare further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City of Tulare.

- J. INTERPRETATION OF DOCUMENTS: During the proposal solicitation period, should a Proposer find discrepancies or omissions in any part of the "Request for Proposal," or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the contact indicated in Section 1(C), above. Should it be found necessary, an addendum will be sent to all Proposers. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.

Exceptions to this Request for Proposals: Any changes from the provisions of this Request for Proposals, which may be desired by the Proposer, shall be specifically noted in the proposal.

- K. UNDERSTANDING OF THE SCOPE: The proposal shall contain a detailed explanation of the ability to perform within the scope of work. The information offered should be a compendium of the law firm's knowledge of the area; an understanding of the special needs of municipal government and of the political climate, to include, but not be limited to the fact that:

1. The City of Tulare is a Charter City.
2. The current city population is approximately 59,535.
3. The City of Tulare operates under a Council/Manager form of government.
4. Meeting Dates:
  - a. City Council: The first and third Tuesday of each month.
  - b. Study Sessions may begin at 6:00 p.m.
  - c. Regular Meetings begin at 7:00 p.m.
  - d. Select Planning Commission meetings: The first and third Monday of each month. These meetings begin at 7:00 pm.
  - e. Select Redevelopment Agency meetings: The first and third Wednesday of each month. These meetings begin at 6:00 p.m.
  - f. Select Board of Public Utility meetings: The first and third Thursday of each month. These meetings begin at 3:00 p.m.
  - g. Department Head Meetings that prepare Agendas
  - h. Other special meetings as necessary.
5. Redevelopment Agency Correspondence and/or work may be required.

- L. MONTHLY RETAINER / BILLABLE HOURS: The system of proposed compensation shall be in one of two formats. The Proposer shall either propose an hourly rate(s) for all work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at City Council, Planning Commission, Board of Public Utilities or Redevelopment Agency Board meetings are billed at a fixed, per meeting fee and services beyond the scope of regular meeting attendance are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member.

M. SCOPE OF WORK: Please describe the intended basic legal services for the City and the related costs (i.e., hourly rates, estimated hours per month for estimated monthly charges and/or amount of monthly retainer).

If a retainer is proposed, indicate the services that are included within the retainer, such as:

- Review and/or preparation of staff reports, ordinances, resolutions, orders, agreements, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City and Agency.
- Consultation with the City Council and City staff as needed – rendering of legal advice and opinions (both oral and written) concerning legal matters that affect the City including new legislation and court decisions.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Council and management staff on legal matters pertaining to City operations.
- Perform legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities.
- Coordinate the work of outside legal counsel as needed and as directed by the City Council and/or City Manager.

N. APPENDIX: The appendix shall include any suggested additions or modifications to the scope that the attorney/law firm believes will enhance the quality of this agreement. Attorney/law firm brochures, exhibits, and any other pertinent documents may also be included in the Appendix.

O. PROPOSAL FEE:

1. Be advised that, at any time, the City may require the Proposer to further itemize and detail components of any or all proposal fees, invoices, etc.; e.g., labor, materials, sales tax, etc.
2. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the City and the Proposer.

P. PUBLIC RECORD: Be advised 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."

- Q. CONTRACT EXECUTION: The Attorney/law firm shall prepare and caused to be executed between both parties, upon final review of the City, a Contract with the City for City Attorney Legal Services.
- R. BUSINESS LICENSE: The professional services provider, and any subconsultant(s), shall obtain a valid, current City of Tulare Business License on or before their commencement of work.
- S. PROFESSIONAL LICENSING: The professional services provider, and any subconsultant(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such form as the City shall require.
- T. INDEMNIFICATION: As appropriate, indemnification provisions will be incorporated in the Professional Services Agreement which will be executed between the provider selected for the services and the City.
- U. FEDERAL, STATE, AND LOCAL LAWS: The Attorney/law firm and all subs shall comply with all applicable federal, state, and local laws, rules, and regulations.
- V. RETENTION OF AND ACCESS TO RECORDS: At all reasonable times during the term of this contract and for a minimum of three years following final settlement, the City of Tulare, and any designated representative shall have access to all records related to work performed under this contract and the attorney/law firm and all subcontractors shall make such records available for inspection, audit, copying excerpts and transcriptions.
- W. DRUG-FREE WORKPLACE REQUIREMENTS: The attorney/law firm and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).
- X. AMERICANS WITH DISABILITIES: The attorney/law firm and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- Y. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached; then the governing order of precedence shall be as follows:
  - 1. Amendments to the RFP/Contract

2. City Request for Proposal, including the fully executed contract.
- Z. CONFLICT OF INTEREST: No official, officer, or employee of the City of Tulare or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City of Tulare has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Tulare, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.
- AA. DISPUTES: Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.
- BB. SMALL AND DISADVANTAGED BUSINESS: The City of Tulare hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.
- CC. NON-COLLUSION AFFIDAVIT: All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.





## THE CITY OF SAN RAMON



INVITES APPLICATIONS FOR THE POSITION OF

# City Attorney

*(Qualifications accepted from individuals and legal firms)*

Application Deadline: Open Until Filled

## THE ORGANIZATION

Incorporated on July 1, 1983, San Ramon is an attractive, dynamic City. Located in Contra Costa County, San Ramon is a Charter City of approximately 63,000 residents in 18.43 square miles. San Ramon has a five-member City Council; the Mayor is elected for a two year term and the City Council members are elected at large and serve four-year overlapping terms. The City has a FY 09/10 budget of \$90.7 million (all funds), for City Council, City Manager, City Attorney and departments of Administrative Services, Economic Development, Engineering Services, Parks & Community Services, Planning/Community Development, Police and Public Services. There are 266 employees in the organization.

## THE POSITION

This is a professional position. The City Attorney is appointed by and reports directly to the San Ramon City Council. Under the general policy direction of the City Council, the City Attorney advises and renders legal services to the San Ramon City Council, the City Manager, all City departments, boards, agencies and commissions and committee representatives as to legal opinions that guide city policies, decisions and activities. The City Attorney represents the City, its officers and employees, and supervises and directs representation of the City in administrative hearings, civil litigation involving the City; prosecutes violations of ordinance, laws and statutes in District, Superior or other Court levels; provides supervisory direction to staff; and performs related responsibilities as required. The City Attorney drafts/interprets City ordinances/resolutions; negotiates real property acquisitions; provides advice, counsel and representation to protect the City's interests; and participates in the City's short and long range planning to assure proper consideration of legal issues.



## TO APPLY FOR THIS POSITION

Contact Cheryl Mitchell Wade, Personnel Director at (925) 973-2525 for more information or with any questions. Please forward a letter of interest and resume electronically to the City of San Ramon Personnel Director at:

[cwade@sanramon.ca.gov](mailto:cwade@sanramon.ca.gov)

or apply by mail to:

City of San Ramon  
Attn: Personnel Director  
2228 Camino Ramon  
San Ramon, CA 94583

## THE SELECTION PROCESS

Please apply at your earliest convenience as review of resumes will begin immediately. A Blue Ribbon Panel will be convened in February 2010 to help screen applications and make recommendations on the top candidates to interview.

## THE IDEAL CANDIDATE

### Requirements

- Licensed by the California State Bar to practice law in the State of California.
- Extensive experience in Municipal Law.
- In good standing and licensed to practice law before all courts and administrative agencies of the State of California, and before the U.S. District Court.
- A valid California Class C driver's license and a satisfactory driving record.

### Desirable Knowledge/Skills

- Ability to plan, staff, organize, budget and manage City Attorney operations;
- Excellent communication skills and the ability to express ideas effectively, and answer questions posed by City Council, City Manager and staff promptly;
- Analyze and draw intelligent conclusions from statutes, court decisions, and legal documents;
- Analyze and draw intelligent conclusions from statutes, court decisions, and legal documents;
- Ability to research and prepare complex ordinances, resolutions, contracts, agreements, and other legal documents
- An understanding of case management practices, and principles of employee supervision;
- Use of Word processing and legal services software computer programs to retrieve, access and enter legal records, correspondence and reports;
- Willingness to assist/work cooperatively with the City Council, City Manager and Staff.

### Examples of Responsibilities

- Attends meetings of the City Council and provides oral and written legal advice to the City Council, City Manager, and City departments.
- Represents City in Superior Court and Municipal Court arbitration matters and administrative hearings, involving civil condemnations, personnel matters, public works disputes, City code violations, and all matters in which the City is interested in coming before any court.
- Prepares and enters pleadings, prepares and presents evidence for trials and hearings.
- Reviews and prepares resolutions, ordinances, contracts, letters and related legal opinions when requested by the City Council or City Manager, or when required and in the best interest of the City.
- Attends Planning Commission and Redevelopment Agency meetings and provides legal opinions or researches legal matters as requested.
- Promptly reports all lawsuits brought against the City.
- Renders all opinions in writing, insofar as practicable; and maintains an indexed record of all opinions rendered and turns such record over to successor in office.
- Calls to the attention of the City Council and the City Manager all matters of law affecting the City.
- Assists the personnel officer in the area of labor law and aides in the negotiation of labor agreements if requested.
- Maintains the City's law library and is familiar with the use of computers in the context of a legal office.
- Provides multiple options or courses of action to the City Council in response to legal issues facing the City. The City Attorney must also describe the possible consequences of each course of action or option.
- Cooperates with and assists the City Manager in administering the affairs of the City most efficiently, economically and harmoniously so far as may be consistent with their duties as prescribed by law and ordinance of the City, as required.

**City of Piedmont  
Request for Proposals  
City Attorney Legal Services**

The City Council of the City of Piedmont invites interested legal firms or individual practitioners to submit written proposals to provide legal services for the City as City Attorney.

**General Scope of Service Requested**

The position of City Attorney is a part-time position requiring an average of 15 plus hours of legal time per week.

Piedmont is soliciting the interest of qualified professional law firms or an individual to provide a full range of municipal legal services on a part-time contractual basis. The period of contract will be one year, with annual renewals contemplated based on a mutually agreeable working relationship.

Appointed by the City Council, the City Attorney works for the City Council supported by the general direction of the City Administrator. The successful applicant must be an attorney licensed to practice law in the State of California. A strong generalist background in municipal law is preferred, with an emphasis on contracts, planning and land use.

The City Attorney provides legal advice, including at City Council Meetings, to the Mayor, City Council, Administrator and Department Heads. Also advises on issues regarding resolutions, ordinances, leases, municipal zoning, contracts, policies, procedures, sale and purchase agreements, numerous planning-related matters, and various agreements relevant to municipal government.

Piedmont is a unique small city with a strong tradition of providing a high level of services to its residents, which means that the City Attorney will interact directly with the public more frequently than in many cities. In addition, Piedmont City Staff works as a closely knit team, including its City Attorney, and being able to work both successfully and in a collegial manner with others is crucial for the City Attorney.

**What is the City Council looking for in its next City Attorney:**

**Submittal Package:** All proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented. (Submissions of resumes alone will not be considered responsive to any specific question.)

- A. Your Qualifications to Provide Services.** Please describe the firm's (individual's) qualifications for providing City legal services. Include in your response:

The overall capabilities, qualifications, training, and areas of expertise for the individual sole practitioner or the partners/principals and associates that may be assigned to work with the City, including but not limited to:

- Name of individual(s) with resumes;
- Length of employment with firm or if an individual, in the practice of law;
- Specialization;
- Legal training;
- Scholastic honors and professional affiliations;
- Date of admittance to California Bar;
- Years of practice;
- Municipal or other local public sector experience (include billing summaries for the past five years detailing such municipal or local public service legal work, if appropriate);
- Years of experience as a City Attorney, with cities represented, and references for each city;
- Knowledge of, and experience with California Municipal Law, what percentage of practice represents municipal law, and statement of other types of clientele represented;
- Litigation experience and track record;
- Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
- Experience in the areas of personnel, workers' compensation, general liability and employee relations;
- Experience in the area of contracts and franchises;
- Experience in the preparation and review of ordinances and resolutions;
- Experience in the area of the Public Records Act, the Brown Act, and the Elections Code;
- Experience in negotiating agreements and disputes;
- Experience in business law and preparation of agreements and documents to provide financial security to the City and its residents in planning-related matters;
- If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.

**B. Your Approach to Providing Legal Services.** Please include a written response which includes answers to the following questions:

- Specify the individual that you propose for appointment as City Attorney.
- Specify the individual(s), if any, that you would propose as Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the City in the event of the absence or unavailability of the City Attorney.
- Describe your preferred working relationship between the City Attorney and the City Council, City Administrator, Department Heads, City Commissions, and other members of the City Staff.

- Define the standard time frames for response by the City Attorney to direction and/or inquiry from the City Council, City Administrator, and Department Heads.
- Describe systems/mechanisms that would be established for monthly reporting of status of projects, requests, and legal opinions. Describe the process for transmittal of requests and other material to the City Attorney.
- Describe the computer resources currently utilized within your office. It will be a requirement that the City Attorney utilize Microsoft Word for Windows word-processing for all correspondence. The City Attorney's office will be required to connect one or more computers to the City's computer local area network, or to maintain Internet services such that mail and files can be transmitted between City Staff and the City Attorney.
- The City will require the firm/individual with which a contract is established, prior to commencement of work, to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage as needed. Describe how you would provide same and in what coverage amounts.
- Such coverage must be provided by an insurance company(ies) authorized to do business in the State of California. Certificates must name the City of Piedmont as an Additional Insured and shall provide that the independent contractor's policy is primary over any insurance or coverage carried by the City and that the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the City. The successful firm or individual must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, these and other provisions will be established contractually.
- The City may require the firm/individual to have the City Attorney physically present at City Hall a certain number of hours each week, including during specified times and weekdays, in order to better coordinate and work with the City Administrator and Department Heads on a face-to-face basis. This time commitment, which would be in addition to attendance at City Council and other important meetings.

**C. Your Current Practices/Conflicts of Interest**

- Please list any political contributions of money, in-kind services, or loans made to any member of the Piedmont City Council within the last five years by the applicant law firm and all of its attorneys, (including the attorney being proposed as City Attorney), or the individual applicant.
- Please list all public clients for which you or your firm currently provide legal services, or are under retainer.
- Please list all public clients for which you or your firm have provided services over the last five years.

- For the firm and/or the proposed City Attorney, please specify current or known future professional commitments in order that the City may evaluate your continuing availability for providing legal services to the City.

**D. Your Professional References**

Please provide three professional and three personal references for the individual recommended for appointment as the City Attorney. Include with each, the name, address, and work telephone number of the reference.

**E. Your Proposal for Compensation to Provide Services**

1. It is anticipated that the City Council may expect the individual or firm to provide a system wherein basic services are provided under a fixed monthly fee or retainer and additional services billed at an hourly rate. Basic services, for the purposes of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of "general counsel" work, and shall include, but not necessarily be limited to, the following:
  - a) Attendance at all meetings of the City Council (including regular sessions, closed sessions, and as needed work sessions). Regular sessions of the City Council are normally held on the first and third Mondays of each month commencing at 7:30 p.m.;
  - b) Attendance at various Council appointed Commission meetings on an as needed basis and/or as directed by the City Council or City Administrator;
  - c) Review and/or preparation of ordinances, resolutions, orders, agreements, contracts, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City;
  - d) Consultation with the City Council Members, City Administrator and City Department Heads and Staff as needed - rendering of legal advice and opinions concerning legal matters that affect the City, including new legislation and court decision. Perform research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Council and City Department Heads and legal matters pertaining to City operations;
  - e) Legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities;
  - f) Coordinate the work of outside legal counsel as needed and as directed by the City Council or the City Administrator;
  - g) Regularly scheduled office hours a minimum of 10 to 12 hours per week at City Hall at times and on weekdays to be mutually agreed upon, to allow for direct interaction with the City Administrator and Department Heads;
  - h) Your proposal for basic services should consider that during 2009 the current City Attorney spent approximately 800 hours on legal work or an average of 66 billable hours per month. However, the actual workload may fluctuate substantially from month to month, from a low of approximately 45 hours a

month to a high of approximately 80 hours per month. The successful City Attorney candidate will need to be substantially flexible from month to month on the actual time devoted to legal services for Piedmont;

- i) While the City prefers a proposal based on a fixed monthly fee for basic services, the proposal may also include an alternative based strictly on an hourly rate, understanding that cash flow may vary from month to month due to fluctuating amounts of legal time spent on City business. If the proposer believes that it is impractical for the individual or firm to make a proposal on basic services, the reasons for only making a proposal solely based on an hourly rate should be carefully explained.

2. **Special Services.** On an as-needed basis when directed by the City Council or City Administrator. These special services, anticipated to be provided at a specified hourly rate, include research, preparation, and follow-through on various types of specifically requested special services matters. If the firm/individual proposes to provide litigation services to the City, the exact hourly rates and other terms that would apply.

3. Based on the above, please include in your proposal the following:

- a) Proposed fixed monthly fee or retainer for “basic” services;
- b) Specify any services listed above as “basic services” which are not included in your monthly fee or retainer.
- c) Proposed hourly rate for additional services;

4. Please also include in your proposal:

- a) Proposed terms and conditions for termination of contract by either party. The City Council wishes to retain the greatest latitude in its ability to change attorneys and/or law firms should that become necessary. **Important Note:** The individual(s) appointed as City Attorney shall serve solely at the pleasure of the Council. The City Attorney is not a City employee and may be terminated at any time by the City Council, with or without cause.
- b) Specific expenses for which firm will claim reimbursement from City including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, if any, etc.)

### **City of Piedmont Background Information**

Please refer to the City of Piedmont web-site for more information about the City at [www.ci.piedmont.ca.us](http://www.ci.piedmont.ca.us)

**The Community:** The City of Piedmont is a charter city of approximately 11,000 residents located in the beautiful Oakland Hills, overlooking the San Francisco Bay. The city, which is virtually built out, consists of established, high-quality single family homes on quiet tree-lined streets. Piedmont is centrally located within a few minutes from Oakland and within easy access

from San Francisco on the West and Walnut Creek on the East. Within Piedmont's 1.7 square-mile area there are five city parks and numerous landscaped areas which offer wooded paths, tennis courts, children's playgrounds and picnic facilities.

The Organization: The City of Piedmont was incorporated in 1907 as a Charter City with a City Administrator form of government. The City Council consists of a Mayor and four Council members, all elected to four-year, overlapping terms. The City Council appoints the City Administrator, and the City contracts for services from a City Attorney. The City enjoys the services of an appointed Planning Commission, Parks Commission, and Recreation Commission.

The City Administrator oversees a full-time staff of approximately 100 that provide a full range of services to community residents. City Departments include Administration, Finance, Parks, Recreation, Planning and Building, Police, Fire and Public Works.

The main goal of the City of Piedmont is to maintain a small-town atmosphere and to provide high-quality services to its citizens.

The City participates in a risk sharing pool, joint powers agreement (JPA) for workers' compensation and property/liability coverage with other public agencies through the Bay Cities Joint Powers Insurance Authority (BCJPIA). Currently, the City's self-insured retention is \$\_\_\_\_\_ per occurrence for general liability and \$\_\_\_\_\_ per occurrence for workers' compensation. Both Workers Compensation and Tort litigation is directed by BCJPIA. The City Attorney would not defend the City on such litigation, unless litigation involves non-covered issues. The City attorney may be involved in litigation for non-covered claims, such as land use. Assignment of defense counsel is guided by BCJPIA's defense panel. The role of the City Attorney is to monitor covered litigation, rather than to actively defend the City on such matters.

### **The Evaluation and Selection Process**

1. All proposals are due by **5:00 p.m. on Friday, March , 2010.**
2. The Council has established an Ad Hoc Committee of the City Council which will work with the City Administrator to screen and review all proposals received by the City. Proposals will be carefully weighted for:
  - a) Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations, and particularly as either a City Attorney or senior level Deputy City Attorney with broad municipal law experience.
  - b) Capability to perform legal services promptly and in a manner that permits the City Council and Staff to meet established deadlines and to operate in an effective and efficient manner.
  - c) Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems.
  - d) Degree of availability of City Attorney for regular office hours at City Hall.



- e) Degree to which firm and individual attorneys stay current through continued professional development and active communication with members of the municipal law field.
  - f) Documents requested in RFP.
  - g) Communication Skills and ability to successfully interact and negotiate with the members of the public.
  - h) Ability to work successfully as a team member with the City Administrator and Department Heads.
  - i) Cost of services.
3. Qualifications and references of the top candidates based upon proposal responses will be verified.
  4. Personal interviews of the top candidates by a panel to be selected by the City Council will be conducted. These interviews are anticipated for the \_\_\_\_\_, 2010 time period.
  5. The City Council will utilize an Ad Hoc Committee and City Administrator to negotiate the terms and conditions of a contract with the City, which must then be approved by a formal Council action.
  6. The formal contract outlining duties and compensation will be entered into with the successful firm or individual.
  7. The City Council will formally appoint the individual to serve as City Attorney. The appointed City Attorney is an independent contractor and shall serve at the pleasure of the City Council. The City Attorney is not a City employee and the City Council may terminate the appointment at any time, with or without cause.
  8. Legal services to the City are anticipated to begin on or shortly after July 1, 2010.

**Submittal Guidelines**

Your response to this proposal must be submitted electronically to the City of Piedmont, Geoffrey Grote, City Administrator at [ggrote@ci.piedmont.ca.us](mailto:ggrote@ci.piedmont.ca.us) with one (1) hard copy of the proposal submitted in a sealed envelope bearing the caption: "City of Piedmont - City Attorney Proposal, including Cost Proposal for City Attorney Legal Services" addressed to:

Geoffrey L. Grote  
City Administrator  
Piedmont City Hall  
120 Vista Avenue  
Piedmont, CA 94611

Proposals must be received in the City Administrator's Office by **5:00 p.m. on Friday, March \_\_\_\_\_, 2010**. Late proposals or postmarks will not be accepted. All proposals received will be confidential and retained by the City of Piedmont as appropriate.

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

All inquiries regarding this Request for Proposals and current legal services of the City should be directed to Geoffrey L. Grote, City Administrator, at the above address or by telephone at (510) 420-3040 or by e-mail at [ggrote@ci.piedmont.ca.us](mailto:ggrote@ci.piedmont.ca.us) .

On behalf of the Council and Staff of the City of Piedmont, thank you for your consideration and efforts in responding to our RFP.

Geoffrey L. Grote  
City Administrator  
City of Piedmont