

# **CITY OF FIREBAUGH**



## **REQUEST FOR PROPOSALS FOR CITY ATTORNEY SERVICES**

**JULY 19, 2018**

The City of Firebaugh (“City”) is soliciting proposals from qualified legal firms interested in performing the duties and functions of the City Attorney, and provide other legal services for the City matters.

**SECTION 1: BACKGROUND**

The City of Firebaugh is governed by a five-member City Council, operating under the Council/Manager form of government and has approximately 33 full time employees. All five City Council Members are elected and serve staggered four-year terms; the Mayor shall automatically be filled, based on most seniority, measured by continuous tenure on the City Council and serves a one-year term. The City Council is responsible for passing City ordinances, resolutions, adopting the annual budget, appointing commissions and committees, and setting policy – among other things.

The City provides a wide range of services including fire, police, planning, building, public works, engineering, parks and recreation, and general administrative activities.

The City’s general Fund budget for FY 2018-2019 is approximately 3.1 million, and the total of all funds is approximately 8.5 million.

**SECTION 2: SUBMITTAL REQUIREMENTS**

Interested firms should submit six (6) copies – one (1) unbound master and five (5) duplicates of the proposal in a sealed envelope, marked on the outside, “PROPOSAL FOR CITY ATTORNEY SERVICES” to:

City Clerk’s Office  
City of Firebaugh  
1133 “P” Street  
Firebaugh, CA 93622

RFP Release Date ..... Thursday, July 19, 2018  
Deadline to Submit Questions ..... Thursday, August 2, 2018  
City’s Response to Submitted Questions..... Wednesday, August 15, 2018  
Proposal Submission Deadline..... Thursday, August 23, 2018  
Evaluation of Proposals..... August 27 – 31, 2018

Proposals may be filed in person at Firebaugh City Hall, at the above address, or by mail. Proposals submission **deadline is Thursday, August 23, 2018 by 4:00 p.m. Late proposals will not be accepted.** Early responses are acceptable; proposals will not be opened prior to the submittal deadline. Faxed or emailed proposals will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purpose 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. This solicitation does not obligate the City to enter into an agreement with any proposer. The City reserves the right to cancel this Request for Proposals (RFP) at any time, at its discretion. Proposals become the property of the City and information therein shall become public property subject to disclosure laws after a Notice of Intent to Award. The City reserves the right to make use of any information or ideas contained in submitted proposals.

The City is not liable for any cost or expense incurred in the preparation of a response to this RFP and may modify or cancel this solicitation at any time.

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.

### **SECTION 3: SCOPE OF SERVICES**

The scope of services is to provide the full range of City Attorney services. The scope of services shall include, but not be limited to, the following:

1. Represent and advise the City Council and all City officers in all matters of law pertaining to their office. Give advice or opinion on the legality of all matters under consideration by the City Council or by any of the boards and commissions or officers of the City.
2. Act as legal counsel to agencies the City Council serves as governing body to, including the Successor Agency to the Firebaugh Redevelopment Agency and Firebaugh Public Financing Authority.
3. Attend and represent the City's legal interests at all City Council meetings (including Closed Sessions and Council Workshops). Attend Planning Commission and other meetings of other Commissions Committees on an as needed basis specified by the City.
  - a. Regular City Council meetings are held on the first and third Monday of each month at 6:00 p.m. closed sessions are typically held at the end of the Regular City Council meetings.
4. Provide legal opinions, advice, assistance and consultation to the City Council, City Manager and City staff on related matters to municipal law issues. Including, but not limited to, the Brown Act, contracts, planning and land use, Proposition 218 rate setting, law enforcement, labor and personnel, utility issues, commercial cannabis and medical cannabis law, recycle water, water rights, LAFCO, public works and construction law including bidding, property acquisitions including condemnation, environmental review and compliance, hazardous waste, solid waste, franchises, elections, public records, public meetings, conflicts of interest, parliamentary procedures, tort claims and insurance defense, special districts, annexations, ground water sustainability, constitutional law including civil rights, public finance, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, and related areas of law. Former Redevelopment Agency dissolution and other matters as directed.
5. Provide training and/or advice to the City Council, appointed Commissioners and City staff related to the Brown Act, AB 1234, conflict interest, and other legal requirements imposed by statute.
6. Review, approve and/or prepare ordinances, resolutions, staff reports, contracts, deeds, leases, and other legal documents required by the City.
7. Approve the form of all contracts made by and between the City of Firebaugh and all bonds given to the City, endorsing it.

8. Prepare legal opinions for the City departments, the City Council, boards and commissions.
9. Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.
10. Coordinate and manage the services and costs of all outside legal counsel.
11. Perform such other legal duties as may be required by the City Council as may be necessary to complete the performance of the functions mentioned above.

#### **SECTION 4: REQUEST INFORMATION**

1. Letter of Transmittal: include a brief introduction and history of your firm. Also, include your understanding and proven work history of the work to be performed. In addition, state why you believe that your firm is the best qualified to perform the services requested.
2. Describe your firm's qualifications for providing City legal services. Include in your response:
  - a) The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to:
    - Name of individual(s) with resume(s);
    - Length of employment with firm;
    - Specialization;
    - Legal training;
    - Years of practice;
    - Municipal or other local public sector experience;
    - Knowledge of, and experience with California Municipal Law;
    - 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 area of personnel, workers' compensation, general liability and employee relations;
    - Experience in the area of contracts and franchises;
    - Experience in the area of Commercial Cannabis and Medical Cannabis
    - 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;
    - 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, provide information on the nature of the incident, the dates on which the matter began and concluded, and the results of the situation.
  - a) Specify the individual that you propose for appointment as City Attorney.
  - b) Specify the individual(s), if any, that you would propose as Assistant or 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.

- c) Specify intended office location and accessibility to the City's needs.
  - d) Describe systems/mechanisms that would be established to ensure timely responses to City Council and City staff.
  - e) Describe the response time we can expect from the City Attorney to inquiries made by the City Council/City Manager.
  - f) Describe systems/mechanisms that would be established for monthly reporting of status of projects, requests, and litigation.
  - g) 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.
  - h) Identify all situations in the last five years in which you have been adverse to public entities, in either litigation or administrative matters.
  - i) Identify the types of in-service training (such as ethics and AB1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm is capable of providing to municipalities – identifying which are subject to additional costs to the City and which are not subject to additional costs.
3. Additionally, please describe your firm's qualifications for providing the following specific legal services.
- a) Clearly describe your range of experience with project negotiation, eminent domain issues, and the drafting and implementation of agreements and contracts (i.e. lease, purchase, Owner Participation and Disposition and Development Agreements) and litigation.
  - b) Please describe your experience in development, and variety of projects and the promotion of low and moderate-income housing.
  - c) Please describe your experience in labor negotiations.
  - d) Describe how you would structure the working relationship between the Council, City Manager, Department Heads, and other members of staff.
4. It is anticipated, that the City will expect the selected firm to provide a system wherein "general" services are provided under a fixed monthly retainer and any additional "special" services are billed at pre-negotiated hourly rate. Please address the following:
- a) Please give your definition of "general" legal services. Would all general services be included in your monthly retainer?

- b) Please define any “extra” services such as litigation, and describe if such services are to be billed at a different hourly rate or basis.
- c) Please give your definition of “special” legal services. How they are differentiated from general legal services and would any special services are to be included in your retainer? If so, please identify them.
- d) How would your firm aid the City to remain within its adopted budget for its legal services?
- e) Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, reproduction of documents or word processing charges, unit costs for telephone costs, etc.
- f) Please provide the following:  
  
Monthly Retainer: \$  
Services included in monthly retainer (include estimated weekly office hours on site in Firebaugh):  
Hourly rates for services not included in retainer: \$/hr.

5. List of municipal references.

### **SECTION 5: EVALUATION AND SELECTION PROCESS**

The City Manager and City Council will determine the process, by which the proposals are to be reviewed. The following factors will be important in the selection process:

- a) Responsiveness to the information requested in the RFP;
- b) Understanding of the scope of services required;
- c) Proposed solutions to the specific legal needs of the City of Firebaugh;
- d) Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- e) Range and quality of services provided by the firm;
- f) 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;
- g) Cost of services.

The top-ranked firms may be requested to attend a meeting with the City Council for an interview.

The interviews will allow the designated firms an opportunity to answer any questions the Council may have regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms, whether or not they were specifically included in the proposals.

## **SECTION 6: CONTRACT**

Award of contract, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents, and which provides the best solution for the needs of the City of Firebaugh.

The successful firm shall prepare a Contract with the City for City Attorney Legal Services, for possibly execution between both parties, upon final review of the City. The Contract will include the requirements of this RFP, as well as other requirements to be determined. The City reserves the right to negotiate the price, terms and scope of services with the proposer, prior to entering into an agreement. The agreement will contain provisions requiring the selected law firm to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Provisions will also be included in the Contract allowing the City Council to determine the agreement, at its sole and entire discretion, upon the provision of notice.

Insurance. Proposers are required to provide with their proposal, certificates of insurance verifying coverage as follows:

### **Disputes Relating to Proposal Process**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten (10) calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amen dements thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal.

The City Manager shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City Manager  
City of Firebaugh  
1133 P Street  
Firebaugh, CA 93622

### **INDEMNITY**

When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any all losses. Including,

liabilities, damages, costs, and expenses, along with legal counsel's fees and costs to the extent same are caused in whole or in part by any claims arising out of the Consultant's activities or operations for the City.

## **INSURANCE**

### **General Liability**

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorse using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

### **Automobile Liability**

Contractor shall maintain automobile insurance, at least as broad as Insurance Services Office form CA 00 0, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under the agreement. Including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limited for each accident.

### **Professional Liability**

Consultant shall maintain professional liability insurance that insures professional errors and omission that may be made in performing the services to be rendered in connection with the agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the agreement, and consultant agrees to maintain continuous coverage through a period no less than three years completion of the services required by the agreement.

### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Waiver of Subrogation**

Contractor hereby grants to Entity a waiver of any right to subrogation, which any insurer of said Contractor may require against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Insurers are to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

### **Business License**

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