



CITY COUNCIL AGENDA REPORT

Meeting Date: May 15, 2025

From: Jeremy Dennis, City Manager

Subject: City Attorney Recruitment Discussion

Recommendation

Staff recommend that the City Council:

1. Receive an update from the ad hoc City Attorney Subcommittee on its discussions regarding the use of a consultant for the recruitment or to use in-house support
2. Discuss the contents of draft recruitment materials.

Background

For the past decade, the City has been served by two City Attorneys. Michael was City Attorney until 2019 while Tom was the City's lead counsel on certain state and federal issues. Tom became City Attorney in 2019, and Michael continued as the City's lead counsel on day-to-day matters.

Early this year, both indicated their interest in stepping down as primary legal counsel to the City in favor of the City hiring a new City Attorney to assume the traditional role of a City Attorney.

The City Council created an ad hoc subcommittee to provide recommendations on recruiting a new City Attorney. That body met in March and provided initial direction to the subcommittee.

Discussion

This section provides greater detail on the subcommittee's recommendations.

1. Subcommittee Discussion/Recommendation

The Subcommittee primarily discussed whether it was advantageous to the City to utilize a third-party recruiter/consultant to recruit a new City Attorney, or whether an initial search carried out by in-house HR services would be more appropriate given budget considerations.

The Subcommittee recommends that in-house support be utilized for an initial recruitment. Should the in-house process not result in the Council's selection of a new City Attorney, the Subcommittee recommends reconsidering retaining a professional recruiter.¹

The Subcommittee also recommends that consideration be given first to firms that are regionally located that can provide their services in person, when appropriate.

The Subcommittee requested that we share materials used during the most recent recruitment of a City Attorney in 2012 with the Council. The available materials from the previous recruitment are attached (unfortunately, not all materials were available).

2. Discussion of Recruitment Material Content

Staff recommends that the City Council accept the Subcommittee's recommendations.

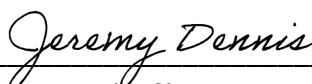
Staff recommends that the Council discuss the attributes, qualities, qualifications and other such topics so that staff can draft materials for the recruitment.

Fiscal Impact

None.

Attachments

- 1. Previous recruitment materials**
- 2. Recent sample recruitment materials from local cities**



Jeremy Dennis, City Manager

¹ The Subcommittee recognized that its approach may extend the process for selecting a new City Attorney by a couple months and asked the City's current attorneys whether such a delay would pose a problem for either of them. It does not.

Attachment 1



October 15, 2012

Vice Mayor Ray Miller
and Council Member Sepi Richardson
City of Brisbane
50 Park Place
Brisbane, CA 94005

Dear Vice Mayor Miller and Council Member Richardson:

Thank you for your patience in receiving this overview of our discussion on October 2. As Clay may have mentioned, I broke my wrist the next day and have been struggling with some of the relatively simple tasks in life since then. Typing appears to be my greatest challenge.

I appreciated the opportunity to meet with you to discuss the recruitment of the City Attorney. Based on our conversation, the following outlines my understanding of your needs and the process involved.

The City's Needs

With the retirement of your long-tenured City Attorney, the Brisbane City Council is interested in recruiting an individual to serve as a contract City Attorney who will work on site on an as-needed basis (office hours and Council/Planning Commission meetings) as well as provide advice and counsel on a daily basis from an off-site location.

The Recruitment Process

RFP -- In order to identify interested parties/individuals from law firms or other professionals, the City of Brisbane will prepare a Request for Professional Services for City Attorney services. The Council Subcommittee will work with City staff to draft the RFP and assemble a list of potential law firms and other individuals to receive the RFP. I will assist the City in reviewing the draft RFP as well as supplement the distribution list with additional professionals in the industry. The RFP will then be sent to the distribution list with direction that all responses must be sent directly to the City. The RFP will also be posted on our firm's web site.

Gaining Familiarity with Brisbane -- I will attend a City Council meeting in order to become more familiar with the Council, organizational culture and needs, and current/future issues and challenges facing the community and organization. This familiarity will assist me in the review and screening of candidates that "fit" the organization and Council's needs.

Review of Proposals -- The Council Subcommittee will review proposal responses and determine the leading candidates/firms (no more than 12) for further consideration. I will meet with the Subcommittee to review those identified, outline any questions or concerns the Subcommittee may have, and offer any additional advice or assistance necessary.

Preliminary Interviews – My firm will schedule face-to-face preliminary interviews with those individuals selected by the Subcommittee, and I will personally conduct those interviews. Candidates/firms will be reviewed for background/experience, skills, and “fit” with the City of Brisbane’s needs and organizational culture.

Recommendation of Finalists – I will meet with the Subcommittee to review the results of the preliminary interviews and provide a recommendation of the leading candidates to attend finalist interviews with the Subcommittee or Council. All candidates/firms will be notified of their status following this meeting.

Screening/Backgrounding/References – My firm will obtain release forms from finalists in order to conduct necessary background checks (civil/criminal/credit/education/motor vehicle) as well as reference checks. All results of these checks will be provided to the City for their review and confidential files.

Attendance of Finalist Interviews – My firm will contact finalists and schedule their interviews with the Subcommittee or Council. I will personally facilitate these finalist interviews and provide sample interview questions as well as evaluation and ranking sheets.

Offer of Employment – The City will negotiate the offer of employment/contract with the selected finalist/firm. All other finalists will be notified of their status by my firm.

Professional Fee & Expenses

The professional fee and out-of-pocket expenses incurred to provide the above assistance to the City is \$9,750. Additional assistance outside the scope of services detailed above would be negotiated.

Thank you once again for your interest in my services. I look forward to hearing from you at your convenience.

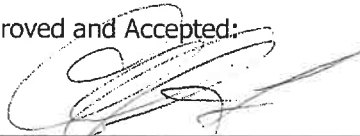
Sincerely,

Bobbi C. Peckham

bobbi@peckhamandmckenney.com

(866) 912-1919 toll-free; (916) 730-2014 (c)

Approved and Accepted:



Cliff Lentz, Mayor, City of Brisbane

CITY OF ATASCADERO



**Request for Proposal (RFP)
2023-01**

City Attorney Services

October 25, 2023

**City of Atascadero
6500 Palma Avenue
Atascadero, CA 93442**

Final Day to Submit Questions: November 8, 2023, 5:00 P.M.

Submission Deadline: November 15, 2023

The City Council of the City of Atascadero ("City") is seeking proposals from interested and qualified contract attorneys and legal firms to provide legal services and serve as primary attorney for the City.

OVERVIEW AND BACKGROUND

Background

The City of Atascadero is committed to promoting and providing for the safety, health, and welfare of its citizens, visitors, and business community. Founded in 1913, the City of Atascadero, California is well-known for its friendly atmosphere and hometown charm. This beautiful, 26 square mile Central Coast community has a population of 30,000 and is situated in the center of San Luis Obispo County along Highway 101, halfway between the metropolitan areas of Los Angeles and San Francisco. Atascadero has quite a bit to offer from its vibrant Downtown to Atascadero Lake Park that includes the Charles Paddock Zoo and the Faces of Freedom Veterans Memorial. Atascadero is also within a three-hour drive to Yosemite or Sequoia National Parks and only about two hours to Big Sur, Monterey or Carmel. The City is truly a great place to live, work and raise a family.

Incorporated in 1979, the City of Atascadero is a General Law City that operates under a Council-Manager form of government. The City is governed by a five-member Council, and a seven-member Planning Commission. Council Members are elected to four-year overlapping terms on an at-large basis and the Mayor is separately elected to a two year term on an at large basis. The City Council is the legislative body responsible for overall policy development and direction of the City. In addition, the City has a handful of committees, boards, and commissions that provide input and help conduct City business.

The City provides an extensive array of services including a police department, fire department a small public transit operation, recreation programs, facility rentals, planning services, building permits, housing programs, economic development, wastewater collection and treatment, maintenance of stormwater systems and public rights-of-way, parks and trail systems as well as all of the traditional internal management support functions. Atascadero delivers municipal services through seven (7) departments: Administrative Services, City Manager's Office, Community Development, Community Services & Promotions, Fire & Emergency Services, Police, and Public Works.

The City has a current annual operating and capital budget of approximately \$87 million, and a regular staff of approximately 142 full-time equivalent employees. The City belongs to a risk management pool (CJPIA: California Joint Powers Insurance Authority), which provides legal assistance with workers compensation, general liability, and property claims. Normally, the City Attorney is not expected to represent the City in matters covered by the joint risk pool.

City Objectives

The City of Atascadero wishes to continue its practice of acquiring its legal services on a contract basis. The City Attorney serves at the pleasure of the City Council as a directly appointed position. The City Attorney is an integral part of the City's management team and, aside from his/her role as legal advisor, is expected to participate in management activities and functions as directed by

the City Manager. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgement, to take charge of any litigation or legal matters to assist the City.

The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the area of general municipal law, including for example planning, zoning, environmental review, construction, municipal finance, the Public Records Act, Brown Act, ethics, conflict of interest laws, litigation, municipal employment law, and labor relations statutes. Through this Request for Proposals (RFP), the City intends to enter into a professional services agreement for an initial five-year agreement, with the option for renewal for additional five one-year periods unless terminated by either party.

QUALIFICATIONS

The Applicant must be a licensed and active member of the California State Bar. Qualified applicants will have a minimum of five (5) years of municipal legal experience in California as a Municipal Attorney. Further, it is required that the City Attorney have experience in the following areas:

- Designing, drafting, and updating Municipal Code sections and regulations.
- Providing support to City staff and the Council on matters including land use appeals, code enforcement, and misdemeanor violations of City code.
- Experience with and knowledge of the law governing general law cities including but not limited to, personnel law, labor/employment training and personnel investigations, workers compensation, and disability issues/ADA/FEHA, as well as administrative law including, but not limited to the Brown Act, Public Records Act, Elections Code, public bidding and procurement and contracts and other areas of municipal law.
- Experience regarding land use regulations related to public land use and planning, public utilities, and environmental law, including CEQA, general plans, housing authorities, and code enforcement actions. Knowledge of regulations pertaining to, water and sewer utilities, solid waste/recycling, hazardous materials, brownfields, and coastal issues, including urban run-off/stormwater discharge.
- Experience with and knowledge of real property proceedings, including but not limited to, condemnation/ eminent domain, unlawful detainer/eviction (commercial), development/redevelopment/compensation agreements, and real estate transactions.
- Litigation experience or experience monitoring or supervising litigation activity within a firm. Knowledge of public entity tort claims; labor and employment matters; police department legal matters, including public safety defense; matters pertaining to construction law, public works, and prevailing wage; and writ litigation and appellate procedures.
- Demonstrated ability to speak clearly, concisely, and effectively in public.
- Ability to relate easily and effectively with all members of the City Council, staff, and the public.
- Knowledge of distinct legal issues and concerns facing the City of Atascadero and the County of San Luis Obispo, including familiarity with the local court system. Local office and/or presence is preferred.

SCOPE OF WORK

The City Attorney serves at the pleasure of the City Council. The City Attorney will work directly with the City Manager and City staff in performance of his/her daily duties in the operation of City business. The City Attorney is an integral member of the City's management team. As such, the City Attorney's participation will go beyond purely legal matters and will involve City special events. The general responsibilities of the City Attorney include, but are not limited to, the following and shall be considered to be services covered by the retainer:

- Provide clear, concise, and modern legal advice and consultation as requested or required to members of the City Council, the City Manager, Committees and City staff. Contacts are typically via telephone and email, but in any case, should flow through the City Manager's Office unless otherwise directed or agreed upon. Each such request will include a response deadline, which may be the same or next day.
- Maintain office hours or availability for in-person presence at the City, during such times as mutually determined with the City Manager and/or the City Council.
- Attendance at regular and special meetings of the City Council and Planning Commission and other City bodies as necessary, unless excused by the City Manager, and advising the bodies and staff on agenda items and procedural matters.
- Provide guidance on parliamentary procedures and matters concerning requirements of such areas including the Brown Act, Public Records Act, Political Reform Act, CEQA, tort liability and risk, due process and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice and public administration.
- Prepare, review, and revise documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, deeds, easements, dedications, rights-of-way, and City Council staff reports.
- Advise and represent the City in litigation for actions and other proceedings brought against City, its elected officials, appointed officers and agents, and the keep the City Council and City Manager regularly apprised of litigation developments. Represent City in the prosecution of City ordinance violations.
- Represent the City in inter-agency projects and other legal matters.
- Review compliance with public records requests and records destruction.
- Counsel the City regarding taxes, assessments, fees, Proposition 218, and other financial advice.
- Provide legal advice and assistance to operating departments with regard to employee workers' compensation, employee disciplinary actions, and bargaining unit MOUs.
- Perform legal research and advise on issues related to land use, including interpretation of the California Environmental Quality Act ("CEQA").
- Provide legal advice and assistance to Council and Staff with regard to interaction with state agencies, including the Department of Fish and Wildlife, State Water Resources Control Board, and special districts and joint powers authorities, including Atascadero Mutual Water Company, Central Coast Community Energy, and the Integrated Waste Management Authority.
- Update the City's Municipal Code.

- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance.
- Research and advise on municipal and other legal matters as requested by the City Council or the City Manager.
- Recommend specialist legal firms as needed and provide management of same.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submittal

Proposals must be received no later than the close of City business, November 15, 2023. The delivery address follows:

City of Atascadero
Attn: Lara Christensen, Deputy City Manager
6500 Palma Avenue
Atascadero, CA 93422

Email: lchristensen@atascadero.org

General Instructions

Proposals should be a straightforward, concise description of the Applicant's firm, background, qualifications, capabilities to satisfy the requirements of this RFP, and proposed pricing. The proposing party is responsible for all costs incurred in preparation and submittal of a proposal.

Proposal Format

Letter of Transmittal. The proposal shall include a transmittal letter, signed by a duly authorized representative of the firm/attorney, and must include the name, address, telephone number and email address of the Respondent and those (if necessary) to whom any correspondence should be directed. Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.). The letter shall contain a statement to the effect that the proposal and fee schedule are valid and binding for 180 days.

Identification of Attorneys. The response to this RFP should include descriptions of the attorney or attorneys (partners/principals and associates) that may be assigned to work with and who would have primary responsibility for providing regular services to the City under the proposal. For each attorney, the RFP should identify the overall capabilities, qualifications, trainings, areas of expertise, and prior experience, as they relate to the desired qualifications and experience described in this RFP. Include names, resumes, publications, scholastic honors, and professional affiliations, and length of employment with the firm.

Support Staff. The RFP 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 RFP should describe the services the firm proposes to provide in a way that demonstrates understanding of the needs of the City, 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. Describe the nature of your/the law firm's practice, as well as qualifications for providing legal services as City Attorney for the City of Atascadero.

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. An estimated range of anticipated monthly charges the City may expect to be billed is highly desirable.

Availability and Commitment to Provide Services. The RFP 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. Any significant time period required before beginning services should be noted.

Knowledge of San Luis Obispo (SLO) County Governmental Issues. The RFP should describe familiarity with unique issues facing local governments in SLO County and the City in particular. Living experience in SLO County and in the City should be listed.

Actual or Perceived Conflicts.

- Please list any political contributions of money, in-kind services, or loans made to any member of the City of Atascadero Council within the last five years by the applicant law firm and all of its attorneys (including the attorney being proposed as City Attorney).
- Please list all public clients for which your firm currently provides legal services.
- Please list all public clients for which your firm has provided services over the last five years.
- Please identify any foreseeable potential conflicts of interest which would result from such representation and the manner in which you would propose to resolve such conflicts.
- For 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.

Reasonable diligence to identify and disclose potential conflicts is expected of all firms submitting a response to this RFP. 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.

References. References from three to five comparable and representative public agency clients, which the firm is currently working with or has worked in the recent past, and the public agency's teams should be included, with contact information, including the contact's name, title, agency, phone and email address. Specify the client location, consultant firm members and participating individuals, and their roles on the team (City Attorney, Deputy City Attorney, legal staff, etc.), type of work, and other relevant information.

Additional Information. Statements submitted in response to the RFP 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.

RFP Schedule of Events

RFP Event	Date
1 City Issues RFP	October 25, 2023
2 Deadline for Receipt of Proposal	November 15, 2023
3 Interview(s)	TBD
4 Agreement to City Council	December 12, 2023
5 Estimated Contract Start Date	January 1, 2024

The City reserves the right, in its sole discretion, to adjust the schedule, waive variances or irregularities, or reject all proposals.

Cost Proposal

The incumbent City Attorney has provided the services described in this RFP for a flat monthly amount. It is the expectation of the City Council that proposals submitted shall not exceed the current budget amount of \$240,000. In the event the budget amount would be exceeded, prior approval of the City Council would be required.

Billing proposals should consider the scope of work and hourly involvement by each staff/law firm member. Describe how you/your firm will aid the City in remaining within the adopted budget resulting from the award of this contract. Specify how long the prices quoted will be binding. Please describe how you/the firm intend(s) to charge for legal services and provide a fee schedule.

- If hourly rate billing is proposed, provide the structure of standard hourly billing rates for the designated City Attorney and any other partners, associates, paralegals, etc. assisting such person in providing services; provide the fee schedule/hourly rates in a table format.
- If a monthly retainer is proposed, how many hours per month would be included and what services would be performed as part of the retainer? Describe what occurs when the City requires fewer or more hours of service in a given month and a description of the sort of matters that would not be included in the monthly retainer.
- Please define any "extra" services, such as litigation, and describe if such services will be billed at a different hourly rate or basis.
- Are charges ever shared between clients, and if so, explain what method is used.
- Please describe any proposed blended rate and availability of any alternative billing options including any applicable government or discount rate offered to the City of Atascadero.
- Specify which items, if any, are billed separately and at what rate. Such items might include telephone and fax charges, postage, duplicating/printing, out-of-pocket expenses, and mileage/travel time.

These rates shall remain firm through any initial term of the agreement and any rate change for additional agreement terms requires approval by the City Council. Selected firm must be capable of tracking and billing (invoicing) all work hours and materials (if reimbursable) by specific

program or funding source as required by the City of Atascadero and as identified in the City's Attorney Services Agreement. The proposal of any firm not capable or willing to comply with this requirement will be considered non-responsive.

EVALUATION CRITERIA AND SELECTION PROCESS

The City Council anticipates making a selection of a firm or firms following a careful evaluation of all relevant information.

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. The main criteria used to evaluate the RFP will concern the experience and qualifications of the firm's attorneys who would be assigned to the City. The material submitted in the proposals, interviews with the firms, a thorough background check, and references will be determinative factors in making a selection. Ancillary information including the firm's fee structure and schedule of charges for ancillary services is important but will be given secondary weight.

SPECIAL PROVISIONS

Contract Award. The contract will be awarded for an initial period of five (5) years. The agreement will be then automatically renewed for additional five, one-year periods unless terminated by either party. However, the City Attorney shall work at the pleasure of the City Council and nothing herein shall limit their ability to terminate the contract at will with no notice or penalty.

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

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 RFP
- Issue subsequent RFPs
- Cancel the RFP process
- Waive technical error in the responses it receives
- Negotiate with any, all, or none of the respondents to this RFP in regards to costs or to further refine the scope of services to be provided.

WITHDRAWAL OF PROPOSAL

Any proposal may withdrawn at any time prior to the date and time fixed for the opening of the proposals by submitting a written request to the Atascadero City Manager. The request shall be signed by an individual authorized to bind the respondent.

PROPOSALS AND PUBLIC RECORDS

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful respondent, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof. All proposals shall become the property of the City of Atascadero.

INQUIRIES

Questions regarding this RFP should be submitted in **writing** to:

Lara Christensen, Deputy City Manager

6500 Palma Avenue

Atascadero, CA 93422

[lchristensen@atascadero.org](mailto:christensen@atascadero.org)

Respondents are directed not to contact other City staff or City Council in conjunction with this request. All queries must be submitted in writing.

Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFP and sent to all RFP recipients.

ADDENDA

It shall be the respondent's responsibility to check the City of Atascadero's website to obtain any addenda that may be issued for the RFP. Addenda should be acknowledged in the Transmittal Letter.

SAMPLE CONSULTANT AGREEMENT

CITY OF ATASCADERO



CONTRACT FOR

[Name of Consultant]

for

GENERAL TITLE OF SERVICES



CONSULTANT SERVICES AGREEMENT

FOR THE

CITY OF ATASCADERO

[NAME OF CONSULTANT]

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and [Name of Consultant] ("Consultant"). City and Consultant agree as follows:

1. SCOPE AND STANDARDS:

A. **CONTRACT.** Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. EMPLOYMENT STATUS OF PERSONNEL:

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



B. **INDEPENDENT INVESTIGATION.** The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS.** The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED.** Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than [insert date], unless extended by the mutual agreement of both parties.

4. **COMPENSATION:**

A. **TERMS.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.** Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.



5. **SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:**

A. **CONSULTANT SUPERVISES PERSONNEL.** The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

C. **APPROVAL OF STAFF MEMBERS.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. **TERMINATION:**

A. **30 DAYS NOTICE.** The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. **OBLIGATIONS SURVIVE TERMINATION.** Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.



7. **CHANGES:**

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. **PROPERTY OF CITY:**

A. **MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.** It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. **CONSULTANT TO DELIVER CITY PROPERTY.** Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. **CONFLICTS OF INTEREST:**

A. **CONSULTANT** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

10. **CONFIDENTIAL INFORMATION:**



A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. **COOPERATION.** City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

11. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CONSULTANT PROPERTY.** Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract except as set forth in Exhibit _____. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. **SPECIAL SUPPLIES.** City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.



12. COMPLIANCE WITH LAW:

A. **COMPLIANCE REQUIRED.** Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

14. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.



15. **LIABILITY OF CONSULTANT:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

16. **INDEMNIFICATION:**

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Consultant, willful misconduct, or recklessness of its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

C. GENERAL INDEMNIFICATION PROVISIONS. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.



17. **INSURANCE:**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit ____ attached to and part of this agreement.

18. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

19. **MISCELLANEOUS PROVISIONS:**

A. **ASSIGNMENT OR SUBSTITUTION.** City has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **UNAUTHORIZED ALIENS.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In



recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. **AMENDMENTS.** This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. **CONSTRUCTION AND INTERPRETATION.** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY.** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.



J. NOTICES. All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero
City Manager
6500 Palma Avenue
Atascadero, CA 93422

Consultant [NAME OF CONSULTANT]
[CONTACT PERSON]
[Street Address]
[City, state and zip code]

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

Effective to this _____ day of _____, 2014 by the parties as follows.

Approved as to form: [NAME OF CONSULTANT]

Counsel for consultant By: _____
[Name and Title]

Approved as to form: CITY OF ATASCADERO

By: _____ By: _____
Brian Pierik, City Attorney [Name and Title]



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONSULTANT

[Insert Consultant Name and Title]

EXHIBIT A

Scope of Work

EXHIBIT B

Compensation and Method of Payment

EXHIBIT C
Insurance Requirements

Exhibit E

INSURANCE REQUIREMENTS: Consultant Services

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions 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 retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant'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 insurer's liability.
4. Each insurance policy required by this clause 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. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Additional Insured

The City of Atascadero will need to be added to the policy as Additional Insured by endorsement to the General Liability, adding the City's name to the Certificate of Insurance is not sufficient and will not be accepted.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

City of Suisun City

Request for Proposal

City Attorney Services



March 22, 2024

I. Introduction

A. Purpose

The City of Suisun City invites interested legal firms and/or individuals to submit proposals for City Attorney Services as described in the scope of work set forth in this request for proposals (RFP). The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm/individual must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws and other legal matters affecting a general law city as such may arise. The City Attorney will serve under the direction and supervision of the City Council and acts as their legal advisor. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the City Attorney.

B. Submittal Closing, Time, and Location, Inquiries

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below.

Proposal Labeling: REQUEST FOR PROPOSAL FOR CITY ATTORNEY SERVICES

Submittal Closing: Wednesday, May 1, 2024, 5:00pm, PST

Location: City of Suisun City
Attention: Aaron Roth, Interim City Manager
701 Civic Center BLVD
Suisun City, CA 94585

Number of Copies: Five (5) Bound copies of the proposal; one (1) unbound reproducible copy; and one (1) electronic version (usb flash drive) must be submitted.

C. Inquiries

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below. Inquiries regarding this solicitation shall be directed to:

City of Suisun City

Attention: Aaron Roth, Interim City Manager
701 Civic Center BLVD
Suisun City, CA 94585
Email: aroth@suisun.com

Please reference "Request for Proposals for City Attorney Services" when contacting the City regarding this solicitation. The City of Suisun City website, www.suisun.com will contain a copy of this document as well as a summary of any/all applicable addenda, if any. Any firm found to be contacting members of the City Council or other members of City staff or officials to obtain information during this RFP process may be automatically disqualified from any further consideration.

D. Background

Suisun City operates under a council-manager form of government and serves a population of 29,000 with approximately 100 full-time staff, a full time police and fire department with upwards of 50 additional various part-time and seasonal staff. We have an elected Mayor and four-member Council, as well as an elected City Clerk and City Treasurer. The City Manager and City Attorney are appointed by the Council and serve at-will.

The City Council is the legislative body responsible for overall policy development and direction of the City. The City Council has several community commissions/committees whose members are appointed by the Council, including the Planning Commission, the Recreation Parks Marina & Arts Commission, Public Safety and Emergency Management Advisory Committee, and the Measure S Sales Tax Committee to name a few.

The City Council appoints the City Manager, who serves as the executive officer and is responsible for the day-to-day operations of the City. The City Manager's executive staff includes a Finance Director, Public Works Director, Development Services Director, Police Chief, Fire Chief, and Recreation, Parks, Marina and Arts Director.

The City Council appoints the City Attorney and contracts with that individual's firm for legal services. The City of Suisun City provides a variety of municipal services including public works, parks and recreation, engineering, planning, fire, police, water, sewer, streets and storm drain maintenance as well as all of the traditional internal financial and administrative support functions. The City of Suisun City has a FY 2023/24 General Fund Operating Budget of \$25,069,193 and a total budget for all funds of \$87,453,296.

II. Terms and Conditions

A. 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.

B. Reservation of Rights

This RFP does not commit or obligate the City of Suisun City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to one hundred and twenty (120) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

C. Acceptance of Conditions

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid and binding for one hundred and twenty (120) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.

- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

D. Proposal Inclusions

The Request for Proposal documents shall be submitted 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.

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. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

F. Professional Licensing

The Proposer shall possess any necessary professional certification(s) 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 a form as the City shall require.

G. Insurance Requirement

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the proposer, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance at least equal to the State of California required minimums.

- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability.

H. Business License

The professional provider, and any sub-consultant(s), will obtain a business license with the City of Suisun City Business License Program on or before their commencement of work.

I. 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 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.”

J. Equal Opportunity

The City of Suisun City requires all Proposers to comply with equal opportunity policies.

K. Independent Contractor

The City Attorney will be an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of the firm or law practice and not of the City of Suisun City.

L. Conflict of Interest

No official, officer, or employee of the City of Suisun City 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 Suisun City 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 Suisun City, and that if any such interest comes to the knowledge of either party at any time, a full 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.

M. Appendix

The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

N. Contract

Award of a professional services contract, if any, 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 Suisun City.

The successful firm will be required to enter into a Legal Services Agreement with the City of Suisun City, which 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 and any support staff is an independent contractor(s) serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

The term of the contract is negotiable.

III. Scope of Work

A. Understanding the Scope of Work

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Suisun City and, as such, is responsible for advising on all legal matters. The primary responsibilities the City will require of its City Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation on a regular basis to the City Council, City Manager and City Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend City Council meetings (unless excused) and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Attendance at Planning Commission or other City meetings is required when requested.
- Coordinate and manage the services and costs of all outside or special legal counsel within budgetary limits as approved by the City Council.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the City Council and City Manager informed of legislation or judicial opinions that have potential impact to the City.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of City functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.
- Interpret the City's Municipal Code.
- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process, and other legal requirements imposed by statute and common law.
- Assist with responses to Public Records Act requests.
- Represent the City in litigation not covered by the City's self-insured riskpools.
- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service to the Human Resources Officer.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal

matters pertaining to City operations.

- Represent the City as requested before other governmental bodies and agencies to promote the interest of the City.
- Oversee coordination with special legal counsel on all City litigation as directed by the City Council and/or City Manager.
- Maintain legal files and provide the City Clerk copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.
- Perform other legal duties as may be required by the City Council as may be necessary to complete the performance and functions mentioned above.
- Promptly return all phone calls from the City Council and City Staff.

IV. Evaluation and Selection Process

A. Areas of Performance Effectiveness

The City of Suisun City recognizes that a successful and effective City Attorney will demonstrate specific qualities. The following areas will serve as part of the basis for evaluation of the City Attorney.

- Competent representation – doing things right (legal knowledge, research, and analysis)
- Ethical leadership – doing the right things (principle-centered)
- Adherence to legal policies and procedures (promoting the public interest)
- Professional conduct (emotional and mental fortitude)
- Inter-governmental governance (networking and coalition building)
- Customer service (City Council, City Manager, City staff, and others as appropriate)

B. Proposal Evaluation

Selection of Proposer to interview with the City will be based on the contents of their written proposal. Proposals will be rated according to the following criteria (in no particular order):

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Understanding of municipal government issues and municipal law;
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and operate in an effective and efficient manner;
- Qualifications of the key staff that will be assigned to the City of Suisun City under this proposal;
- Familiarity with State of California Land Use Law;

- Communication skills;
- References of past or current municipal law clients or municipal practice;
- Proposed fee structure, including but not necessarily limited to, a monthly retainer, services included in monthly retainer, hourly rates for services not included in monthly retainer.
- Cost of providing services.
- Results of interviews with City Council.

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/individuals 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/individuals whether or not they were specifically included in the proposals.

C. Selection Process

The top-ranked firms/individuals may be requested to attend a meeting with the City Council to be interviewed, and the City Council will interview up to two individuals proposed as City Attorney from such firms. The interviews will allow the designated firms or individuals an opportunity to answer any questions the City 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/individual.

Please note that in an effort to maintain the integrity of the interview process all proposing firms are prohibited from contact with the City Council members outside of the formal interview process.

D. Tentative RFP Timeline

Release of RFP	Friday, March 22, 2024
Proposal Submission Deadline	Wednesday, May 1, 2024, 5pm
PST RFP Internal Reviews	Wednesday, May 15, 2024
Candidate Firm Interviews	Week of May 27, 2024
Selected Firm Contract Negotiations	June, 2024
Award of Contract	June 18, 2024

V. Requested Information

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 individual resumes alone will not be considered responsive to any specific question.

A. General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Firm Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:
 - a. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies.
 - b. Location of office(s) that would serve the City of Suisun City.
 - c. Provide the name(s) and qualifications of attorney(s) who would be assigned to represent the City of Suisun City and who will attend City Council meetings regularly, including the following for each: Responding firms may propose either one or two alternatives for proposed appointment to City Attorney.
 - i. Certificates or licenses, including the date of admission to the State Bar of California;
 - ii. Length of employment with the firm;
 - iii. Description of education including name of educational institutions, degrees conferred, and year of each degree;
 - iv. Professional background and professional associations;
 - v. Years of municipal or other local public sector experience;
 - vi. Knowledge of, and experience with California Municipal Law relating to general law cities including, but not limited to, land use and planning, environmental law (CEQA), general plans, code enforcements and other related areas of law, administrative law, labor relations/personnel law, contracts, Public Records Act and other areas of municipal law;
 - vii. Specific expertise and training;

- viii. Provide complete resumes of the persons designated by the firm to be the City Attorney or substitute City Attorney.
- d. Describe your view of the role of the City Attorney.
 - e. Describe how you would develop and maintain an effective partnership between the City Attorney, City Manager and City Council.
 - f. Describe how you will keep the City Council and the City Manager informed about the status of litigation and other legal matters on a regular basis, and what basis would that be.
 - g. Describe the response time we can expect from the City Attorney to inquiries made by the City Council and City Manager.
 - h. Describe how you will track and manage legal costs so that the City's legal costs are held to a minimum.
 - i. Describe how you will proactively advise the City Council, City Manager and staff about legal developments or issues of concern, without being asked.
 - j. Describe how as the City Attorney you would coordinate your daily work with the City Manager and City Council.
 - k. Describe how as the City Attorney you would coordinate your daily work with the City Department Heads.
 - l. 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) and litigation.
 - m. How would you evaluate whether to use an attorney within your law firm or an attorney from another law firm to handle a case, provide expert advice, or provide other needed services?
 - n. Describe the firms' practices regarding professional development training and keeping current with the laws and legal matters affecting its clients.
 - o. Identify the types of in-service training (such as ethics, commission roles and responsibilities, how to conduct performance evaluations, harassment investigations, etc.) your firm is capable of providing to municipalities.
 - p. Describe systems/mechanisms that would be established from monthly reporting of status of routine projects, requests, and litigation.
 - q. Describe the firm's philosophy in addressing complete matters within the context of balancing legal limitations with project goals and objectives.
 - r. Describe your firm's suggested process for transmittal of requests and other material to the City Attorney.
 - s. Describe the firm's experience with contract services provided by a municipality.

- t. It is anticipated that the City will contractually require monthly-itemized statements for all services and will subject these statements to audit at least annually. Describe how you would provide this reporting.
 - u. Describe how the firm proposes to obtain client satisfaction with provided services, and what tools or resources are available to ensure continued satisfaction.
 - v. If a multi-employee firm, describe the firm's philosophy with regard to personnel changes in City Attorney, whether initiated by the firm or requested by the City.
- 4. Please complete and submit the Certification of Proposal Form (Attachment A) and Business Information Form (Attachment B) with your Proposal.
- 5. References: Provide contact information for three (3) municipal, public agency and/or key clients for which legal services have been provided in the last ten (10) years (preferably performed by the attorney being proposed to represent the City of Suisun City). Please include the contact person's name, address, phone number and email address.
- 6. Clients/Potential Conflicts of Interest:
 - a. Identify any foreseeable or potential conflicts of interest with public clients you serve and the manner in which you would propose to resolve such conflicts.
 - b. For the person to be designated as City Attorney and any substitute City Attorney(s), 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.
 - c. List all private clients that could potentially pose a conflict of interest with your representation of the City of Suisun City.
 - d. Identify all situations in the last five (5) years in which you have been adverse to public entities, either in litigation or administrative matters.
 - e. Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last three (3) years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City of Suisun City.
- 7. Insurance: Please include a description and pertinent information regarding the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance.

B. Cost Proposal

While the City is open to reviewing various cost structures, it is anticipated that the City will receive cost proposals wherein “general” services are provided under a fixed monthly retainer and any additional “special” services are billed at a pre-negotiated hourly rate.

1. General Services: Please give your definition of “general” legal services. Would all general legal services be included in your monthly retainer?
2. Special Services: Please give your definition of “special” legal services. How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them.
3. How would your firm aid the City to remain within its adopted budget for its legal services?
4. Billing Method: Describe your firm’s preference for method of payment, payment terms, and your procedure for billing retention, hours, and expenses and other accounting requirements.
5. Reimbursable: 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.
6. In-Service Training: Please provide the costs of any in-service training(s) that your firm can provide to the City.
7. Adjustments: Do you expect to have a cost-of-living adjustment incorporated into the agreement with the City? If so, please explain how you propose it be computed and implemented.
8. Would your firm be willing to operate under a maximum annual expenditure cap with the City? If so, please explain how it might be structured.
9. Monthly Retainer/Billable Hours: Please complete and submit the Cost Proposal Form (Attachment C) with your Proposal. The proposed compensation shall be in one of two (2) formats. The Proposer shall either propose an hourly rate(s) for work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at City Council, Planning Commission, or Successor Agency meetings are billed at a fixed, per meeting fee (i.e. monthly retainer) and services beyond the scope are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member. Alternatively, the proposer may choose a blended cost structure, in which case the structure should be described in sufficient detail to be understood by staff and Council members.
10. Cost of Proposal Worksheet: Please complete and submit the Cost of Proposal Worksheet (Attachment D) with your proposal.

VI. Sample Documents

- A. **Sample Report:** Please submit a copy of a typical report your firm provides to municipalities (i.e. staff report, memorandum, legal opinion, etc.).
- B. **Sample Billing Invoice:** Please submit a copy of a typical invoice your firm provides to municipalities. Please redact any sensitive information.

Attachment A

Certification of Proposal

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
- The proposal includes all components, figures and dates required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print/Type Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachment B
Business Information Form

Business Contact

Information: Name of Firm:

Address:

City/State/Zip Code:

Telephone:

Fax:

Email:

Website:

Federal Tax Number:

Number of Years in Business:

Number of Employees:

Does the firm/business maintain amounts of insurance specified by the City?

Yes

No

Are there any claims that are pending against any insurance policies?

Yes

No

If yes, describe: _____

Has the firm/business been in bankruptcy, reorganization, or receivership in the last five years?

Yes

No

Has the proposed designated City Attorney practiced municipal law a minimum of five (5) years?

Yes

No

Is each of the proposed attorneys accredited and in good standing with the State Bar of California?

Yes

No

Business Classification: **Corporation**

Partnership

Individual

If a Corporation:

Date of Incorporation:

State of Incorporation:

President's Name:

If a Partnership:

Date of Organization:

Name of all Partners:

Attachment C
Cost Proposal Form

Proposer

Name of Firm: _____

Address: _____

Name of Contact: _____

Phone Number: _____

Email Address: _____

Hourly Rates (no retainer)

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services per month: \$ _____

Monthly Retainer

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services included in monthly retainer: \$ _____

Add-On Hours Outside of Monthly Retainer:

List of Personnel	Hourly Rates
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc.) if any:

Attachment D
Cost of Proposal Worksheet

Services		Provided by Firm (Yes/No)		Included in Retainer (Yes/No)		Title of Person Performing Service
1.	Attend regular and special Council meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Attend regular Planning Commission meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Attend Executive Team Staff and other meetings as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Office hours, at least one day per week.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Agenda review and follow-up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Standard contract review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Standard ordinance/resolution review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Public Records Act request review and direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Brown Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	General legal advice and counsel on matters pertaining to the City, not involving more than three (3) hours of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Routine personnel and labor questions, which can be responded to orally, not involving more than one (1) hour of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Code enforcement issues – City code interpretation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Code enforcement issues – consultation with City staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Code enforcement issues – preparation and review of notices, demands and orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Litigation, including eminent domain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Personnel services– review of Practices and Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Personnel services – disciplinary procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Personnel services – grievances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Personnel services – arbitration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Personnel services – FLSA, FMLA, ADA and HIPPA issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Services		Provided by Firm		Included in Retainer		Title of Person Performing

City of Suisun City
Request for Proposals
City Attorney Services

		(Yes/No)		(Yes/No)		Service
21.	Personnel services – Revision of drafting at-will personnel contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22.	Transactions – options.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23.	Transactions – leases.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	Transactions – statutory development agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25.	Transactions –specialized reimbursement agreements, fee credit or reimbursement agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	Franchising.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27.	Public Works – contract disputes and interpretation services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	Public Works – drafting construction and similar contracts and conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Public Works – prevailing wage issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30.	Public Works – right of way acquisition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	Development Services – CEQA issues and document review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32.	Development Services – routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33.	Development Services – non routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.	Development Services – zoning and land use issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35.	Development Services – housing issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36.	Ordinance and resolutions – drafting and compilation of non-routine ordinances and resolutions; review and analysis of non-routine ordinances and resolutions drafted by City Staff or other Jurisdictions.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
37.	Appearance before other public entities or government agencies on behalf of the City.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	Proposer may list additional, pertinent services it can provide to the City of Suisun City on the lines below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39.	Other services not listed above as described below:					

City of Suisun City
Request for Proposals
City Attorney Services

End of Document



REQUEST FOR PROPOSALS
BY THE CITY OF FARMERSVILLE
FOR CITY ATTORNEY SERVICES

Date Issued: March 15, 2024

Proposals Due: April 12, 2024

Submit To: Jennifer Gomez
City Manager
City of Farmersville
909 W. Visalia Road
Farmersville, CA 93223

City of Farmersville
Request for Proposals
For City Attorney Services

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I. Introduction

A. Purpose

The City of Farmersville invites interested legal firms and individuals to submit proposals for City Attorney Services as described in the scope of work set forth in this request for proposals (RFP). The City seeks a City Attorney who will provide clear, understandable, and independent legal advice. The firm must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws. The City Attorney serves under the direction and supervision of the City Council and acts as their legal advisor. The City Attorney is not a City employee and is not entitled to the benefits of a City employee; the position is strictly on a contractual basis. The City Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the City Attorney.

B. Background

Farmersville is a full-service city that provides a wide-array of services to approximately 11,000 residents. The city is situated in the Central San Joaquin Valley along Highway 198, east of Visalia.

The City of Farmersville is a General Law City governed by a Council/Manager form of government. Under this form of government, the elected City Council set the policies for the operation of the Farmersville City Government. The City Council consists of five members, elected at-large. Council Members serve four-year terms. The Mayor and Mayor Pro Tem are selected by the Council for two-year terms. The Mayor is the presiding officer of the Council, and the official spokesperson and ceremonial representative of the City.

Regular meetings of the Farmersville City Council are held on the 2nd and 4th Mondays of each month, at the Council Chambers, 909 W. Visalia Road, Farmersville, California at 6:00 p.m., and additional meetings may be scheduled as needed. Meetings of the Farmersville Planning Commission are held on the 3rd Wednesday of each month at 6:00 p.m.

The City Council is responsible for passing City ordinances, resolutions, adopting an annual budget, appointing commissions and committees, and setting policy, among other things. The City Council appoints the City Manager. The City Manager appoints the heads of the various departments. The City has approximately 40 full-time employees and the operating hours of City Hall are Monday through Friday from 8:00 a.m. to 5:00 p.m.

The City provides a wide range of services including police, fire, public works, utilities, finance, human resources, and community development, as well as general administrative activities. Additional information about the City can be found on the City's website at www.cityoffarmersville-ca.gov.

C. Submittal Closing, Time, and Location

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time.

Proposals will not be received after the closing date and time indicated below:

Proposal Labeling: REQUEST FOR PROPOSAL FOR CITY OF FARMERSVILLE
ATTORNEY SERVICES

Submittal Closing: April 12, 2024, at 4:00 p.m., PST Location:

City of Farmersville
Attention: Jennifer Gomez, City Manager
909 W. Visalia Road
Farmersville, CA 93223

Number of Copies: One (1) Original and six (6) copies and one (1) unbound copy.

Early responses are acceptable; proposals will not be opened until the submittal deadline. Late proposals will not be accepted. Faxed or emailed proposals or modifications 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.

D. Inquiries

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below (emails okay). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this solicitation shall be directed to:

Jennifer Gomez
City Manager
City of Farmersville
909 W. Visalia Road, Farmersville, CA 93223
Phone: (559) 747-0458
Email: jgomez@cityoffarmersville-ca.gov

Please reference "Request for Proposals for City Attorney Services" when contacting the City regarding this solicitation. The City of Farmersville website, www.cityoffarmersville-ca.gov will contain a copy of this document as well as a summary of any/all applicable addenda, if any.

II. Terms and Conditions

A. 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.

B. Reservation of Rights

This RFP does not commit or obligate the City of Farmersville to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to ninety (90) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

C. Acceptance of Conditions

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the City.

- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

D. Proposal Inclusions

The Request for Proposals documents shall be submitted 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 outlines 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. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

F. Proposal Submittal

All Proposers shall complete and return one (1) original and six (6) copies of their proposal on standard sized paper and one (1) unbound copy. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

G. Contract Execution

The firm/individual shall prepare the Agreement to be executed by both parties upon final review of the City.

H. Professional Licensing

The professional services provider, and any sub-consultant(s), shall possess any necessary professional certification(s) 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 a form as the City

shall require.

I. Insurance Requirement

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Statutory Worker's Compensation Insurance, including Employer's Liability coverage of at least \$1,000,000.00;
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability;
- Insurance endorsement proving City as Additional Insured.

J. Business License

The professional provider, and any sub-consultant(s), shall obtain a valid City of Farmersville Business License on or before their commencement of work.

K. 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 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."

L. Equal Opportunity

The City of Farmersville requires all Proposers to comply with equal opportunity policies.

M. Independent Contractor

The City Attorney will be an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of the firm or law practice and not of the City of Farmersville.

N. Conflict of Interest

No official, officer, or employee of the City of Farmersville 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 Farmersville 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 Farmersville, and that if any such interest comes to the knowledge of either party at any time, a full 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.

O. Non-Collusion Affidavit

All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract code Section 7106.

P. Appendix

The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

III. Scope of Work

A. Understanding the Scope of Work

The City Attorney is appointed by and reports to the City Council. The City Attorney is the chief legal counsel for the City of Farmersville and, as such, is responsible for advising on all legal matters. The primary responsibilities the City will require of its City Attorney shall include, but not be limited to, the following:

- Represent and provide legal advice and consultation, encompassing all aspects of municipal law, on a daily basis to the City Council, City Manager and City Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend and represent the City's legal interests at all City Council meetings

(including Closed Sessions and Council Study Sessions), Planning Commission and other meetings of other Commissions and Committees on an as needed basis specified by the City.

- Attend at least two regular City Council meetings per month and be prepared to advise the Council on matters on the agenda as well as procedural or substantive issues that arise during the meeting.
- Attend at least one regular Planning Commission meeting per month and be prepared to advise the Commission on matters on the agenda as well as procedural or substantive issues that arise during the meeting. Coordinate and manage the services and costs of all outside legal counsel within budgetary limits as approved by the City Council.
- Review, approve and/or prepare ordinances, resolutions, staff reports, contracts, deeds, leases, and other legal documents required by the City.
- Approve the form of all contracts made by and between the City of Farmersville and all bonds given to the City, endorsing same.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the City Council informed of legislation or judicial opinions that have potential impact to the City.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of City functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of contracts, leases, deeds and easements, agreements, utility franchise agreements, fees, taxes, assessments, environmental law (CEQA), public contracts/capital projects, land use, zoning, and subdivision matters, Proposition 218, risk assessment, election law, code enforcement, operations governed by law, liability situations, grant guidelines, and other matters as necessary requiring legal advice.
- Interpret the City's Municipal Code and prosecute misdemeanor and ordinance infractions as necessary.
- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- Represent the City in litigation not covered by the City's self-insured riskpools and

otherwise cooperate, support, and collaborate with self-insured risk pool staff, and legal counsel, as appointed.

- Provide legal advice and assistance to operating departments, assist in notice of disciplinary actions and provide advisory service as needed.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal matters pertaining to City operations.
- Represent the City before other governmental bodies and agencies to promote the interest of the City as needed.
- Oversee coordination with special legal counsel on all City litigation as directed by the City Council and/or City Manager.
- Maintain legal files and provide the City Clerk copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.
- Perform other legal duties as may be required by the City Council as may be necessary to complete the performance and functions mentioned above.

IV. Evaluation and Selection Process

A. Areas of Performance Effectiveness

The City of Farmersville recognizes that a successful and effective City Attorney will demonstrate specific qualities. The extent to which an incumbent's performance exhibits effectiveness in the following areas will serve as a basis for evaluation of the City Attorney. These effectiveness areas include:

- Open government, transparency, and democratic governance
- Competent representation – doing things right (legal knowledge, research, and analysis)
- Ethical leadership – doing the right things (principle-centered)
- Adherence to legal policies and procedures (promoting the public interest)
- Professional conduct (emotional and mental fortitude)
- Inter-governmental governance (networking and coalition building)
- Customer service (public, media and stakeholder relationships)

B. Proposal Evaluation

Selection of Proposer to interview with the City will be based on the contents of their written proposal. Proposal will be rated according to the following criteria (in no particular order):

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- Understanding of municipal government issues and municipal law;
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and operates in an effective and efficient manner;
- Qualifications of the key staff that will be assigned to the City of Farmersville under this proposal;
- Familiarity with State of California Land Use Law;
- Communication skills;
- References of past or current municipal law clients or municipal practice;
- Proposed fee structure, including but not necessarily limited to, a monthly retainer, services included in monthly retainer, hourly rates for services not included in monthly retainer.

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/individuals 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/individuals whether or not they were specifically included in the proposals.

C. Selection Process

The top-ranked firms/individuals may be requested to attend a meeting with the City Council to be interviewed. The interviews will allow the designated firms or individuals an opportunity to answer any questions the City 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/individual.

D. Proposal Timeline

Release of RFP - March 15, 2024

Deadline to Submit Questions -	March 29, 2024
Deadline for Proposal Submission -	April 12, 2024
Review of Proposals (Closed Session) -	April 22, 2024
Notification of Finalists -	April 23, 2024 (tentative)
Interviews with Finalists (Closed Session) -	May 13, 2024 (tentative)
Award of Contract (City Council Meeting) -	To be determined
Contract Effective Date -	To be determined

The City Council will review proposals at a Closed Session Meeting, top ranked finalists will be interviewed by the City Council during a scheduled Closed Session where proposers will have an opportunity to present their proposals and answer any questions the City Council may have. Participation in the interviews will be at no cost to the City. Please note that in an effort to maintain the integrity of the interview process, all proposers are prohibited from contact with the City Council Members outside of the formal interview process.

V. Requested Information

All proposals **must provide** specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the Proposer. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

A. General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Firm Qualifications: Provide professional experience and 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;
- Scholastic honors and professional affiliations;
- Date of admittance to California Bar;
- Years of practice;
- Municipal or other local public sector experience;
- Knowledge of, and experience with California Municipal Law;
- Years and statement of other types of clientele represented;
- Litigation experience and track record;
- Experience with fee collections, cost recovery, and rate setting governed by Prop 26, Prop 218, AB 1600, SB 1693, and other State and Federal requirements.
- Knowledge and use of Alternative Dispute Resolution (ADR) techniques; ADR training and experience; and success record of advocacy in mediation and arbitrations;
- 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 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;
- 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.
- Describe your view of the role of the City Attorney.

- Describe how you would structure the working relationship between the City Council, City Manager, Department Heads, and other members of staff.
- Describe how you will keep the City Council and the City Manager informed about the status of litigation and other legal matters.
- Describe the response time we can expect from the City Attorney to inquiries made by the City Council and City Manager.
- Describe how you will track and manage legal costs so that the City's legal costs are held to a minimum. Please provide an example.
- Describe how you will proactively advise the City Council, City Manager and staff about legal developments or issues of concern, without being asked.
- Describe how as the City Attorney you would coordinate your daily work with the City Manager and City Department Heads.
- Describe how as the City Attorney you would coordinate necessary administrative, statistical, and case work with legal counsel and other administrative staff at employment risk, liability, and workers compensation risk pools that the City is a member.
- 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) and litigation.
- How would you evaluate whether to use an attorney within your law firm or an attorney from another law firm to handle a case, provide expert advice, or provided other needed services?
- Describe the firms' practices regarding professional development training and keeping current with the laws and legal matters affecting its clients.
- Identify the types of in-service training (such as ethics, commission roles and responsibilities, how to conduct performance evaluations, harassment investigations, etc.) your firm is capable of providing to municipalities.
- Describe systems/mechanisms that would be established from monthly reporting of status of projects, requests, and litigation.
- Identify the types of reports your firm would provide to the City Council and City Manager.

- Describe your firm's suggested process for transmittal of requests and other material to City Attorney.
 - Describe the staffing of your office, including all permanent and temporary employees and their general duties and work schedules. Include any changes you would propose, now or in the future, should you be awarded a contract to provide legal services to the City.
4. Please complete and submit the Certification of Proposal Form (Attachment A) and Business Information Form (Attachment B) with your Proposal.
 5. References: Provide contact information for three (3) municipal, public agency and/or key clients for which municipal legal services have been provided in the last ten (10) years. Please include the contact person's name, address, phone number and email address.
 6. Clients/Potential Conflicts of Interest:
 - a. Identify any foreseeable or potential conflicts of interest and public clients you serve and the manner in which you would propose to resolve such conflicts.
 - b. For the person to be designated as City Attorney and any substitute City Attorney(s), 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.
 - c. List all private clients that could potentially pose a conflict of interest with your representation of the City of Farmersville.
 - d. Identify all situations in the last five (5) years in which you have been adverse to public entities, either in litigation or administrative matters.
 - e. Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last three (3) years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City of Farmersville.
 7. Insurance: Please include a description and pertinent information regarding the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance.

B. Cost Proposal

It is anticipated that the City will expect the selected firm to provide a system wherein "general" services are provided under a flat or fixed monthly retainer and any additional "special" services are billed at a pre-negotiated hourly rate.

1. General Services: Please give your definition of “general” legal services. Would all general legal services be included in your monthly retainer?
2. Special Services: Please give your definition of “special” legal services. How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them.
3. How would your firm aid the City to remain within its adopted budget for its legal services?
4. Billing Method: Describe your firm’s preference for method of payment, payment terms, and your procedure for billing retention, hours, and expenses and other accounting requirements.
5. Reimbursable: 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.
6. In-Service Training: Please provide the costs of any in-service training(s) that your firm can provide to the City.
7. Adjustments: Do you expect to have a cost-of-living adjustment incorporated into the agreement with the City? If so, please explain how you propose it be computed and implemented.
8. Monthly Flat or Fixed Rate/Billable Hours: Please complete and submit the Cost Proposal Form (Attachment C) with your Proposal. The proposed compensation may be in two (2) formats. The Proposer is to propose an hourly rate(s) for work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at City Council or Planning Commission meetings are billed at a flat or fixed rate, per meeting fee (i.e. monthly retainer) and services beyond the scope are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member.
9. Cost of Proposal Worksheet: Please complete and submit the Cost of Proposal Worksheet (Attachment D) with your proposal.

VI. Sample Documents

- A. Sample Report: Please submit a copy of a typical report your firm provides to municipalities (i.e. staff report, memorandum, legal opinion, etc.).
- B. Sample Billing Invoice: Please submit a copy of a typical invoice your firm provides to municipalities that identifies General and Special Services. Please redact any sensitive information.

Attachment A
Certification of Proposal

- The undersigned hereby submits its proposal and, by so doing, agrees to furnish services to the City in accordance with this Request for Proposal and to be bound by the terms and conditions of the RFP.
- This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
- The proposal includes all components, figures and data required by this Request for Proposal.
- This firm has carefully read and fully understands all of the items contained in this Request for Proposals. This firm agrees to all of the requirements of the RFP.
- The City is not responsible for any cost associated with preparing the Proposal.

Date: _____

Name of Firm: _____

Authorized Signature: _____

Print/Type Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachment B
Business Information Form

Business Contact Information:

Name of Firm: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

Website: _____

Federal Tax Number: _____

Number of Years in Business: _____

Number of Employees: _____

Does the firm/business maintain amounts of insurance specified by the City?	Yes	No
---	-----	----

Are there any claims that are pending against any insurance policies?	Yes	No
---	-----	----

If yes, describe: _____

Has the firm/business been in bankruptcy, reorganization, or receivership in the last five years?	Yes	No
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Has the proposed designated City Attorney practiced municipal law a minimum of five (5) years?	Yes	No
--	-----	----

Is each of the proposed attorneys accredited and in good standing with the State Bar of California?	Yes	No
---	-----	----

Business Classification: Corporation Partnership Individual

If a Corporation:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

If a Partnership:

Date of Organization: _____

Name of all Partners: _____

Attachment C
Cost of Proposal Form

Proposer

Name of Firm: _____

Address: _____

Name of Contact: _____

Phone Number: _____

Email Address: _____

Hourly Rates (no retainer)

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services per month: \$ _____

Monthly Retainer

Estimated average hours per month: _____ Hourly Rate: \$ _____

Total cost for services included in monthly retainer: \$ _____

Add-On Hours Outside of Monthly Retainer:

List of Personnel	Hourly Rates
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Reimbursable and/or Other Costs:

Please define the types and unit rates for expenses (i.e. mileage, reproduction of documents, faxed documents, processing charges, etc.) if any:

Attachment D
Cost of Proposal Worksheet

Services		Provided by Firm (Yes/No)		Included in Retainer (Yes/No)		Title of Person Performing Service
1.	Attend regular and special Council meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Attend regular Planning Commission meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Agenda review and follow-up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Standard contract review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Standard ordinance/resolution review and revision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Public Records Act request review and direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Brown Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	General legal advice and counsel on matters pertaining to the City, not involving more than three (3) hours of research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Code enforcement issues – city code interpretation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Code enforcement issues – consultation with City staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Code enforcement issues – preparation and review of notices, demands and orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Litigation, including eminent domain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Personnel services – Revision of drafting at-will personnel contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Transactions – leases.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Transactions – statutory development agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Transactions – specialized fee credit or reimbursement agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Franchising.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Public Works – contract disputes and interpretation services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Public Works – drafting construction and similar contracts and conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Public Works – prevailing wage issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	Public Works – right of way acquisition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Services		Provided by Firm (Yes/No)		Included in Retainer (Yes/No)		Title of Person Performing Service
22.	Development Services – CEQA and NEPA issues and document review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23.	Development Services – routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	Development Services – non routine Subdivision Map Act issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25.	Development Services – zoning and land use issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	Development Services – housing issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27.	Ordinance and resolutions – drafting and compilation of non-routine ordinances and resolutions; review and analysis of non-routine ordinances and resolutions drafted by City Staff or other Jurisdictions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	Appearance before other public entities or government agencies on behalf of the City.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Proposer may list additional, pertinent services it can provide to the City of Farmersville on the lines below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

