

**REQUEST FOR PROPOSALS
FOR CITY ATTORNEY SERVICES**



**City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
805.356.3891**

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Request for Proposals
City Attorney Services**

The City of Guadalupe (“City”) is soliciting proposals from qualified attorneys and/or legal firms interested in performing the duties and functions of City Attorney and to provide other legal services for the City.

SECTION 1: BACKGROUND

The City of Guadalupe is located on the Central Coast approximately 10 miles west of Santa Maria in northern Santa Barbara County. The City’s population is approximately 7,080 and covers an area of about 1.4 square miles. Guadalupe is a General Law City with a five-member City Council/Manager form of government. Council members are elected at-large and serve staggered four year terms with elections on even years. The Mayor is elected by the voters and serves a two year term. The City Council is responsible for passing City ordinances, resolutions, adopting the annual budget, appointing commissions and committees, and setting policy. The City Council hires the City Administrator and City Attorney. The City Administrator hires the heads of the various departments and other city staff. The current City Attorney has served the City for over ten years and will be available to assist in the transition to his successor.

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

The City’s General Fund budget for FY 2016-2017 is approximately \$ 3.3 million, and the total of all funds is approximately \$9.6 million.

The City Council meets once a month on the second Tuesday beginning at 6:00p.m.

Based on historical data from the incumbent city attorney, the City averages a need for approximately 20 hours of legal work per month.

SECTION 2: SUBMITTAL REQUIREMENTS

Interested attorneys and/or firms should submit seven (7) copies – one (1) unbound master and six (6) duplicates of the proposal in a sealed envelope, marked on the outside, “PROPOSAL FOR CITY ATTORNEY SERVICES” to:

City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

Proposals may be filed in person at Guadalupe City Hall, at the above address, or may be mailed. Proposals must be received by the City no later than **Friday, June 2, 2017 by 4:00 p.m.** Late proposals will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

SECTION 3: SCOPE OF SERVICES (see Exhibit A)

The proposal shall contain a detailed explanation of the ability to perform within the scope of work (Exhibit A). The information offered should be a compendium of the attorney/law firm's knowledge of the area and an understanding of the special needs of municipal government.

The City is not liable for any cost or expense incurred in the preparation of a response to this RFP and may modify or cancel this solicitation at any time. Be advised that the City may require the attorney or firm to further itemize and detail components of any or all proposal fees and costs.

SECTION 4: PROPOSALS TIMELINE

- Notice of RFP posted May 11, 2017
- Release RFP May 11, 2017
- Deadline to pose all inquiries May 19, 2017
- Proposals due June 2, 2017
- Evaluation of proposals Week of June 5, 2017
- Notify top candidates and conduct interviews Week of June 12, 2017
- Negotiate contract Week of June 19, 2017
- Award of contract by City Council June 27, 2017

SECTION 5: REQUESTED INFORMATION

1. Transmittal Letter: include a brief introduction and history of your firm. Also state why you believe that your firm is the best qualified to perform the duties of City Attorney.
2. Include in your proposal the following:
 - a. The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to:
 - Name of individual(s) with resume(s) and length of employment with firm;
 - Specialization, legal training and years of practice;
 - Municipal or other local public sector experience and knowledge of California Municipal Law;
 - Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;
 - Experience in the area of personnel, workers' compensation, general liability and employee relations;
 - Experience in the area of post-redevelopment agency law;
 - Experience in the area of drafting and interpreting contracts and franchises, including public works contracting and prevailing wage matters;
 - Experience in the area of municipal code enforcement;
 - Experience in the preparation and review of ordinances and resolutions; and
 - Experience in the area of the Public Records Act, the Brown Act, and the Elections Code.
 - b. Specify the individual that you propose for appointment as City Attorney.
 - c. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the City, in the event of the absence or unavailability of the City Attorney.
 - d. Describe the response time we can expect from the City Attorney to inquiries made by the City Council/City Administrator.

- g) List all public clients for whom your firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
- h) Identify all situations in the last five years in which you have been adverse to public entities, either in litigation or administrative matters.
- i) Identify the types of in-service training (such as ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm is capable of providing to municipalities – identifying which are subject to additional costs to the City and which are not subject to additional costs.
- j) Describe how your firm will aid the City to remain within its adopted legal services budget.
- k) Provide a list of municipal references.
- l) Cost Proposal. MONTHLY RETAINER / BILLABLE HOURS: The system of proposed compensation shall be in one of two formats. The Proposer shall either propose an hourly rate(s) for all work, including meeting attendance OR the submittal shall contain a billing system wherein regular attendance at City Council and Successor Agency to former Redevelopment Agency meetings are billed at a fixed, per meeting fee and services beyond the scope of regular meeting attendance are billed at the proposed hourly rate(s). Billing should correspond to the Scope of Work and hourly involvement by each staff member.

SECTION 6: EVALUATION AND SELECTION PROCESS

The City Administrator and City Council will determine the process by which the proposals are reviewed. The following factors will be considered in the selection process:

- a) Responsiveness to the information requested in the RFP;
- b) Understanding of the scope of services required;
- c) Proposed solutions to the specific legal needs of the City of Guadalupe;
- d) Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations;
- e) Range and quality of services provided by the firm;
- f) Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner;
- g) Cost of services.

The top-ranked attorneys and/or firms may be requested to attend a meeting with the City Council to be interviewed. The interviews will allow the attorneys or designated firms an opportunity to answer any questions the Council may have regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful attorney and/or firm.

SECTION 7: CONTRACT

Award of contract will be to the attorney or firm 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 Guadalupe. The successful firm shall prepare and cause to be executed between both parties, upon final review of the City, a

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

SECTION 8: INSURANCE (see Exhibit B)

The successful attorney and/or firm will be required to indemnify the City and provide evidence of adequate professional liability insurance and will be required to maintain such insurance throughout its relationship with the City. The successful attorney and/or firm shall also obtain a current City of Guadalupe Business License on or before commencement of work.

EXHIBIT A SCOPE OF SERVICES REQUIRED

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

1. Represent and advise the City Council and all City officers in all matters of law pertaining to their office. Give advice or opinion on the legality of all matters under consideration by the City Council or by any of the boards and commissions or officers of the City.
2. Act as legal counsel to the City Council as governing body to the Successor Agency to the former Redevelopment Agency.
3. Attend and represent the City's legal interests at all City Council meetings (including Closed Sessions and Council Workshops), and other committee meetings on an as needed basis as directed by the City.

Regular City Council meetings are held on the second Tuesday of each month at 6:00 p.m.
4. Provide legal opinions, advice, assistance and consultation to the City Council, City Administrator and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, personnel, election law, contracts and franchises, real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, pending and current state and federal legislation and court decisions, tort liability and risk management, fees, taxes, assessments, Proposition 218, post-redevelopment agency dissolution matters and other matters as directed.
5. Provide training and/or advice to the City Council, and City staff related to the Brown Act, AB 1234, conflict of interest, and other legal requirements imposed by statute.
6. Review, approve and/or prepare ordinances, resolutions, staff reports, contracts, deeds, leases, and other legal documents required by the City
7. Prepare cases for trial and the investigation of claims or complaints by or against the City, as directed.
8. Approve the form of all contracts entered into by the City and all bonds provided to the City.
9. Prepare legal opinions for City departments, the City Council, boards and commissions as requested.
10. Oversee services provided by outside legal specialists engaged by the City for specialty work.
11. Coordinate legal activities with other City departments, divisions, and outside agencies, including adherence to established budget for legal services.
12. Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.
13. Perform such other legal duties as may be required by the City Council as may be necessary to complete the performance of the functions mentioned above.

The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated as agreed upon in the Legal Services Agreement between the successful attorney/firm and the City.

EXHIBIT B

INSURANCE REQUIREMENTS

Service Agreement between
City of Guadalupe and _____ LLC.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 – Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CITY ATTORNEY’S profession.

Minimum Limits of Insurance

CITY ATTORNEY shall maintain limits of liability not less than”

1. General Liability:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate applying separately to the work performed under the Agreement

2. Automobile Liability

\$1,000,000 per accident for bodily injury and property damage

3. Employer’s Liability

\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event CITY ATTORNEY purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

CITY ATTORNEY shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CITY ATTORNEY shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Administrator or her designee. At the option of the City Administrator or her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or (ii) CITY ATTORNEY shall provide a financial guarantee, satisfactory to City Administrator or her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers.
3. CITY ATTORNEY’S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers’ Compensation insurance policy is to contain, or endorsed to contain, the following provision: CITY ATTORNEY and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The “Retro Date” must be shown, and must be before the effective date of the Agreement or the commencement of work by CITY ATTORNEY.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of the Agreement, CITY ATTORNEY must purchase “extended reporting” coverage for a minimum of five (5) years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days' written notice by U.S. mail and by electronic mail (email), , has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CITY ATTORNEY shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CITY ATTORNEY shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by City Administrator.

Verification of Coverage

CITY ATTORNEY shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements re to be received and approved by the City Administrator or her designee prior to CITY'S execution of the Agreement and before work commences.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CITY ATTORNEY maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CITY ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

EXHIBIT C
FEE SCHEDULE

	Hourly Rate	Other Rate
City Attorney	\$ _____	\$ _____
Assistant City Attorney	\$ _____	\$ _____
Associate Attorney	\$ _____	\$ _____
Paralegal	\$ _____	\$ _____
Special Legal Services	\$ _____	\$ _____
Clerical / Contract Administration	\$ _____	\$ _____
<u>Miscellaneous Charges</u>		
Travel Mileage	\$ _____ per mile	\$ _____ per mile
(Federal Reimbursement Rate)	<i>(other than to/from Guadalupe)</i>	<i>(other than to/from Guadalupe)</i>
Reimbursable Expenses	Cost	Cost
General Project Expenses: computers, reproduction, mail, telephone and other	_____ % of Labor	_____ % of Labor