



REQUEST FOR PROPOSALS (RFP)

City Attorney Services
Issue Date: October 21, 2011

PROPOSALS DUE

November 14, 2011, 5:00 p.m.

PROPOSAL SUBMITTAL

1 proposal original

5 proposal copies

DELIVERY ADDRESS

City of San Fernando
c/o City Clerk's Office
117 Macneil St.
San Fernando, CA 91340
Attn: Elena G. Chávez, City Clerk

QUESTIONS

Al Hernandez, City Administrator
(818) 898-1202

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INTRODUCTION

The Administration Department is accepting bids for a qualified Contractor to provide City Attorney services to the City of San Fernando.

I. Background

The City of San Fernando is a residential community surrounded entirely by the City of Los Angeles, in the County of Los Angeles. The City is approximately 2.5 square mile in size with a population of 24,450.

The City was incorporated in 1911 as a general law city. The City is governed by a five-member City Council and is administered by a City Administrator. The City Administrator supervises a full-time staff which provides a full array of municipal services.

The City Council of the City of San Fernando invites interested legal firms to submit written proposals to provide legal services for the City of San Fernando. Council is seeking a law firm who can provide an individual associated with the firm to be City Attorney for the City of San Fernando.

II. Objective

The City's primary objectives for the City Attorney are to provide:

- a. Routine legal advice, consultation and opinions to the City Council, Redevelopment Agency, and staff;
- b. Assistance in the preparation and review of ordinances, agreements, contracts and related documents;
- c. Attendance at all City Council and Redevelopment Agency meetings (regularly held on the first and third Monday of the month) and other meetings as deemed necessary;
- d. Monitor pending and current State/Federal legislation in case law as appropriate. (Note: criminal misdemeanor and traffic infractions are handled by the county agencies and are not required in this proposal.)
- e. Non-routine services requiring research and/or preparation.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

I. Evaluation Criteria

Proposals are solicited on the basis of the Specifications outlined in the Information Request (Attachment "A"). Please note: 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 applicant (submission of a resume is optional).

II. Submission Requirements

All proposals should include appropriate references and a proposed contractual agreement, if appropriate.

III. Signature

All proposals must be signed by an authorized representative of the Contractor.

IV. Due Date

The bidder shall submit (3) complete copies of the bid in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "RFP: City Attorney Services Proposal". Proposals may be filled in person or by mail.

All proposals are due before 5 p.m., Monday, November 14, 2011 and should be directed to:

City of San Fernando
c/o City Clerk's Office
117 Macneil St.
San Fernando, CA 91340

Late proposals will not be accepted. Any correction or resubmission done by the bidder will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered.

V. Addenda

City may modify the proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period of October 21, 2011 to November 9, 2011. Written addendums to this RFP will be posted on the City's website: www.sfcity.org.

VI. Rejection

A proposal may be immediately rejected if:

- It contains misrepresentative or misleading information.
- It is received at any time after the exact date and time set for receipt of proposals.
- It does not meet the required specifications or terms and conditions as prescribed.
- It is not prepared in the format outlined in this RFP.
- It is signed by an individual not authorized to represent the bidder.
- Bidder is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.

VII. Withdraw of Proposal

A bidder may withdraw its proposal at any time before the due date for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective bidder.

VIII. Proposal Evaluation and Bidder Selection

All proposals will be submitted to an in-house committee comprised of City department heads for review regarding completeness of requested information and satisfying minimum qualifications. Qualifications and references of the top candidates based upon proposal responses will be verified.

A screening committee comprised of the City Administrator, the Police Chief, two representatives of the City Council and a city attorney from another city is expected to evaluate the firms. The screening committee will recommend anywhere from three to five firms for interviews before the City Council (no new material will be permitted at this time). The entire City Council will participate in the final selection process. The City Attorney designee of the firm shall be the person interviewed by the entire City Council

IX. Award of Contract

Following the selection, City Administrator will then negotiate the terms and conditions of a contract. Legal services to the City is anticipated to begin on or before January 9, 2012.

TERMS AND CONDITIONS

I. Certification

By submitting a proposal, bidder certifies that it has fully read and understands this RFP and has full knowledge of the nature of this project, including scope and quality of work to be performed. Bidder also certifies that its proposal was prepared without prior understanding, agreement or connection with any other bidder submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all bidders.

II. Reserving Rights

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

If a proposal is selected, it will be the most advantageous regarding price, quality of service, the bidder's qualifications and other factors which the City may consider. The City does not intend to award a proposal fully on the basis of any response made to the proposal. The City reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected bidder, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

All inquiries regarding this Request for Proposal and current legal services of the City, including legal activities and past/current litigation, should be directed only to the City Administrator at the above address.

III. Assignment and Guarantee

No assignment by the bidder of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any bidder selected for contract negotiations.

IV. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the bidder in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the bidder.

V. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed before November 4, 2011, to Al Hernandez at ahernandez@sfcity.org. The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

VI. Discrimination

The bidder and all sub-consultants must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

VII. Indemnification

Bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

VIII. Gratuity Prohibition

Bidder shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

CONTRACT PROVISIONS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. See Attachment "B" sample contract for provisions. **Exceptions will not be granted.**

ATTACHMENTS

- A. Information Request
- B. Sample Contract

INFORMATION REQUEST

1. Provide a chronology of the individual to be designated City Attorney as well as for any individual who may provide service back-up regarding most recent employment history beginning in 2000 (earlier if you prefer) and include:
 - a. Name of individual;
 - b. Name of firm/city/agency;
 - c. Length of employment; and
 - d. Specialization.
2. Describe individual to be designated City Attorney and back-up individual qualifications for providing city legal services; this should include:
 - a. Legal training and years of practice (including date of admittance to the California Bar);
 - b. Years of municipal or other local public sector law practice as a full time local government attorney and/or in a private law office specializing in local government;
 - c. Knowledge of, and experience with, California Municipal law;
 - d. Years and statement of other types of clientele represented;
 - e. Litigation experience and demonstration of a good court track record – site examples;
 - f. Intended office location and accessibility to the City;
 - g. List three professional and three personal references; and
 - h. Scholastic honors and professional affiliations.
3. If the Redevelopment Agency Counsel would be a different individual with your firm, respond to 1a–d and 2a–h as it pertains to redevelopment work.
4. Describe how the firm intends to provide the legal services for the City of San Fernando, either on a flat-rate monthly retainer (and said amount of retainer), or on a different basis. It is expected that the services provided under a retainer would include:

- a. Routine legal advice, consultation and opinions to the City Council and staff;
 - b. Assistance in the preparation and review of ordinances, agreements, contracts and related documents;
 - c. Attendance at all City Council meetings (regularly held on the first and third Monday of the month) and other meetings as deemed necessary;
 - d. Monitor pending and current State/Federal legislation in case law as appropriate. (Note: criminal misdemeanor and traffic infractions are handled by the county agencies and are not required in this proposal.)
5. If hourly rate billing is preferred, state the hourly rates for the designated City Attorney and associates for general work, and for special services, such as litigation, if at a different rate.
 6. Define what would be considered to be extraordinary services to be provided over and beyond the normal services and the basis for compensation thereof (it is expected that such services would include non-routine services requiring extraordinary research and/or preparation which would be in excess of those covered by the retainer, if a retainer is the preferred method of compensation).
 7. Describe how you would structure the working relationship between the City Attorney and the City Council, City Administrator and other members of staff.
 8. Define the standard time frames for responses by the City Attorney to direction and/or inquiry from the City Council or City Administrator and other staff members.
 9. Indicate type and unit rate for reimbursement of expenses; for example, rate for mileage, reproduction of documents, computer or word processing charges.
 10. Indicate how you would provide for professional liability insurance, indemnity, renewal, amendment, extension and/or termination of contract.
 11. Describe your preference for method of payment and your procedure for billing of extra hours and expenses and any other accounting requirements.

Current Practices/Conflict of Interests

1. List all current or former clients residing in, having an interest in a business or owning an interest in property in the City of San Fernando, within the past three years.
2. List all public clients for which the firm currently provides services, or are under a retainer.

SAMPLE CONTRACT DO NOT SIGN
AGREEMENT FOR CITY ATTORNEY SERVICES

This Agreement is entered into this _____ by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY"), the REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO, a public body, corporate and politic, the SAN FERNANDO PUBLIC FINANCING AUTHORITY, and the SAN FERNANDO PARKING AUTHORITY (collectively, "CITY"), and _____ ("CONTRACTOR").

RECITALS

A. CITY wishes to employ _____ as City Attorney of the CITY OF SAN FERNANDO, as Agency Counsel to the REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO, as General Counsel to the SAN FERNANDO PUBLIC FINANCING AUTHORITY, and as General Counsel to the SAN FERNANDO PARKING AUTHORITY, on the terms set forth below.

NOW THEREFORE, THE PARTIES AGREE:

1. APPOINTMENT OF CITY ATTORNEY, AGENCY COUNSEL, AND COUNSEL TO PUBLIC FINANCING AUTHORITY AND PARKING AUTHORITY.

Pursuant to Government Code Section 36505, the City Council of the City of San Fernando appoints the law firm of _____ to serve as City Attorney. _____ also shall serve as Agency Counsel of the San Fernando Redevelopment Agency, and General Counsel of the San Fernando Parking Authority and the San Fernando Public Financing Authority. All Assistant City Attorneys of CITY shall be employed by _____ and shall serve on behalf of CITY.

_____ shall serve as City Attorney, Agency Counsel, and General Counsel (collectively, "City Attorney"). _____ shall supply the City Administrator and staff with a list of the attorneys in the firm who will be assigned to provide representation in specialized areas so that staff may directly contact the attorneys most capable of providing advice on specific matters.

2. GENERAL SERVICES.

The City Attorney shall perform such legal services as may be required from time to time by CITY and its officers, and shall be responsible for the preparation and review of all CITY ordinances and resolutions, together with agreements, deeds and other legal documents requested by CITY. The City Attorney shall attend all regular meetings of the City Council, and shall render legal advice and opinions to the City Council as requested on all matters affecting CITY. The City Attorney shall advise boards and commissions, and the personnel of CITY, as directed by the City Council or the City Administrator, and shall be available in City Hall, as scheduled by the City Administrator, for meetings and consultation. On an annual basis, the City

Attorney shall participate in the audit of CITY and any legal matters for which CITY is responsible.

3. SPECIAL SERVICES.

The City Attorney shall provide the Special Services listed in Paragraph 6, as directed by the City Council or City Administrator.

4. THIRD PARTY ADMINISTRATORS.

CITY utilizes third party administrators for workers compensation and liability cases through whom litigation is assigned at the direction of the City Administrator.

5. OFFICE HOURS IN CITY HALL.

_____ agrees to maintain office hours at City Hall on the afternoon of the day on which a City Council meeting is to occur. CITY agrees to provide office space and support staff as deemed necessary and appropriate by the parties.

6. COMPENSATION.

(a) RETAINER. CITY shall pay a monthly general services retainer of \$_____ in advance of the commencement of each calendar month. The retainer shall compensate _____ for the first 30 hours of work each month, for general services, including attendance at meetings and general advice, consultation and review of ordinances, resolutions and contracts.

(b) ADDITIONAL GENERAL SERVICES. CITY shall pay for additional general services in any month in excess of those provided under the retainer, including attendance at meetings or other activities, at the hourly rate of \$_____ per hour.

(c) SPECIAL SERVICES. CITY shall pay for Special Services as follows:

(i) Preparation of Special Ordinances and Contracts shall be paid at the hourly rate of \$_____. The determination of whether a particular ordinance or contract is a Special Ordinance or Contract shall be made jointly by the City Administrator and the City Attorney. Examples include ordinances regulating first amendment issues or contracts such as franchises.

(ii) Redevelopment and Real Estate legal services shall be paid at the hourly rate of \$_____;

(iii) Environmental legal services (hazardous waste, NPDES, solid waste, etc., exclusive of litigation or appearances before administrative agencies) shall be paid at the hourly rate of \$_____;

(iv) Bond counsel, disclosure counsel, issuer's counsel and similar services shall be paid at the current standard hourly rates of _____, not to exceed a cap which the City Administrator believes would be a standard fee for a similar sized transaction of equal complexity;

(v) Litigation and Administrative Hearing legal services shall be paid at the hourly rate of \$_____, except code enforcement matters, which shall be paid at the hourly rate of \$_____.

(d) NO ADDITIONAL CHARGES FOR SUPPORT STAFF. _____ shall not impose additional charges for secretaries, word processing, or other support staff.

(e) NO ADDITIONAL CHARGES FOR TRAVEL FROM OFFICE TO THE CITY. _____ shall not charge for travel from or to the offices of and CITY.

(f) REIMBURSEMENT FOR COSTS ADVANCED. In addition, CITY shall reimburse _____ for costs advanced in connection with the activities of the City Attorney. Such costs shall include printing and copying expenses, filing fees, court fees, costs for investigators or other experts, computer research, facsimile transmission, costs for service of process, extraordinary travel expenses, parking charges, messenger and express delivery, and similar costs relating to legal services that are generally chargeable to a client. No individual cost in excess of \$200.00 shall be incurred without the approval of the City Administrator or his designee.

(g) PAYMENT. Monthly, _____ shall submit a statement describing all services performed during the preceding calendar month, including those covered by the retainer, and a bill for its retainer for the following calendar month. All time for additional services which is billed on an hourly basis shall be in detail sufficient to describe the work performed and the charges therefore. CITY shall review the monthly statement and pay for services rendered, costs incurred, and the monthly retainer, within thirty (30) days of receipt of the statement.

7. TERMINATION OF AGREEMENT AND LEGAL SERVICES.

This Agreement and legal services to be rendered under it may be terminated at any time upon written notice from either party, with or without cause.

In the event of termination, _____ shall be paid for all work completely before termination, and upon payment, shall return to the City Administrator or other City Officer designated by the City Council, all files, documents and records belonging to CITY.

8. RENEWAL/PROPOSALS FOR CHANGES IN FEES.

This Agreement shall be for a term of one year, and shall be automatically renewed on the same terms and conditions unless renewed on different terms by mutual agreement of both parties each year on the anniversary date of its commencement. Commencing _____, and every year thereafter, the amount of the retainer set forth in

subparagraph (a) of Paragraph 6, and the hourly rates set forth in subparagraphs (a), (b), and (c) (i) through (c) (iii), inclusive, of Paragraph 6 shall automatically increase by the annual percentage increase in the salaries the CITY pays to its management employees. Any other modification to this Agreement involving the services to be provided, or the fee structures or compensation shall be in writing. No change in compensation shall be effective prior to _____.

9. LIBRARY.

CITY shall pay for the cost of books, literature, legal software, and other materials necessary to maintain an adequate reference library at City Hall as it deems appropriate in its own discretion. In addition, CITY shall pay for any hardware or software computer costs that it deems appropriate for computer communications between _____'s offices and City Hall.

10. PROFESSIONAL LIABILITY INSURANCE.

_____ warrants and represents that they are covered by a policy of professional liability insurance, insuring CITY as a client, in the amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.

11. INDEPENDENT CONTRACTOR AND HOLD HARMLESS.

It is agreed that _____ shall serve as an independent contractor and not as an employee of CITY, and shall hold harmless and indemnify it for any claims, losses, liens, demands and causes of action for negligent or tortuous conduct while serving as City Attorney. It is further agreed that CITY is not the exclusive client of _____ and such law firm shall have the right to serve as the attorneys for other clients not in conflict with the City of San Fernando. _____ warrants and represents that to the best of its knowledge there are presently no matters in which it is attorney of record which would require the execution of a conflict waiver from any of their clients.

12. FILES AND DOCUMENTS.

All files and records of CITY held by _____ in connection with representation of CITY shall be the responsibility of the firm to hold, maintain and return at the conclusion of the matter for which the records are used.

13. ANNUAL PERFORMANCE EVALUATION.

The City Administrator and the City Attorney shall establish a system to monitor and evaluate the performance, timeliness of services, compensation and other issues related to the terms of this agreement. Performance evaluations shall be conducted on a periodic basis at the discretion of the City Administrator.

14. AGREEMENT NOT ASSIGNABLE.

It is important to the CITY that its City Attorney be a law firm with experience in a variety of areas of municipal law and that the firm maintain continuity of representation with CITY. For these reasons, neither this Agreement nor any interest therein may be assigned or transferred by _____.

15. CONFORMANCE WITH RISK MANAGEMENT AUTHORITY GUIDELINES.

_____ agrees to comply with “Model Litigation Management Guidelines” prepared by the Independent Cities Risk Management Authority, which is CITY’s pooled liability risk carrier.

16. TIME OF PERFORMANCE.

The services of the City Attorney shall be performed expeditiously in light of the purposes of this Agreement.

[SIGNATURES CONTINUED]

IN WITNESS WHEREOF, CITY and _____ have executed this agreement as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation:

**REDEVELOPMENT AGENCY OF THE
CITY OF SAN FERNANDO,**
A public body, corporate and politic:

By: _____
Mario F. Hernandez, Mayor

By: _____
Mario F. Hernandez, Chair

**SAN FERNANDO PUBLIC FINANCING
AUTHORITY**

SAN FERNANDO PARKING AUTHORITY

By: _____
Mario F. Hernandez, Chair

By: _____
Mario F. Hernandez, Chair

ATTEST:

Elena G. Chavez, City Clerk/Agency Secretary

A Professional Corporation

By: _____
Name, Title