



City of San Marino

CITY OF SAN MARINO

Request for Proposals:
City Attorney Services

Date Issued: Friday, March 5, 2021

Proposals Due: Monday, April 5, 2021

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I. INTRODUCTION

A. Purpose

The City of San Marino invites interested firms and attorneys to submit written proposals to provide City Attorney services. The City Attorney is selected by and serves at the pleasure of the City Council and works closely with the Council, City Manager and other City staff. 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 and housing laws, construction law, and open meeting and conflict of interest laws. 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. *The City has separate contracts for labor and employment law and therefore will not be expecting the City Attorney to have expertise in these areas.*

B. Background

The City of San Marino is a full-service general law city located in Los Angeles County. The City was designed by its founders to be uniquely residential, with expansive properties surrounded by beautiful gardens, wide streets, well maintained parkways, and top performing schools. The City is 3.75 square miles with a highly-engaged population of 13,467.

Incorporated on April 12, 1913, the City operates under the Council-Manager form of government. The City has approximately 100 full-time employees, distributed among the following departments: the City Manager's Office, Community Development, Community Services (Recreation and Library), Finance (including Human Resources), Fire, Parks & Public Works, and Police.

II. PROPOSED SELECTION SCHEDULE

The following is an estimated schedule. The City reserves the right to modify any of the dates in the following proposed schedule as deemed necessary.

- RFP Distributed: Friday, March 5, 2021
- Proposal Submittal Deadline: Monday, April 5, 2021
- Review Period: Monday, April 5 – Friday, April 30, 2021
- City Council Interview with Finalists: May 2021
- Award of Contract: May – June 2021

A. Submittal Process

Proposals must be delivered in person, by mail service, or by a courier service and must be received by the date and time listed below. Due to COVID-19 restrictions, City Hall is currently closed to the public. Please call (626) 300-0700 to drop off any proposal in person.

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: **Monday, April 5, 2021 at 5:00 PM** (No postmarks will be accepted. Proposals must be received in our office by the stated deadline.)

Location: City of San Marino
Attention: Dr. Marcella Marlowe, City Manager
2200 Huntington Drive
San Marino, CA 91108

Number of Copies: One (1) original and six (6) copies

The Proposer is solely responsible for ensuring its proposal is received by the City in accordance with all proposal requirements. The City shall not be responsible for any delays in mail/common carrier service or by other transmission errors or mistaken delivery.

The City reserves the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda. The City may also cancel this solicitation at any time.

Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred service provider is identified by the City Council for final consideration. The original copy of each proposal will be retained and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law.

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council. The City may modify, clarify, or interpret the RFP by sending an addendum to each firm or attorney that originally received the RFP. Any such addendum shall become part of the RFP and of any contract awarded. The City is not responsible for any other explanation or interpretation.

The Proposer may make modifications to a proposal already submitted to the City, but must submit a written request to withdraw its proposal to make the modifications. It is the responsibility of the Proposer to ensure that modified proposals are resubmitted before the submittal deadline and in accordance with all proposal requirements.

B. Inquiries

Pre-submittal questions about the RFP and City's current legal services will be accepted until 11:00 AM on Friday, March 26, 2021. Responses to all questions will be confidentially emailed to all firms and attorneys sent an RFP or others who have responded to the RFP as of the date any such questions are received. Written questions are to be submitted to Dr. Marcella Marlowe, City Manager, at mmarlowe@cityofsanmarino.org, or may be made by telephone at (626) 300-0788.

III. SCOPE OF SERVICES

The successful Proposer will be expected to provide the following services, including, but not limited to:

1. Attend and represent the City's legal interests at all City Council meetings (including Closed and Study Sessions). Regular City Council meetings are held the second Wednesday of each month at 6:00 PM and the last Friday of each month at 8:30 AM, though there are typically no meetings in August and no Friday meetings in November and December. Closed Sessions are typically held prior to the Wednesday regular meetings and at the conclusion of Friday meetings. Attendance at Planning Commission meetings is not routine, but might be requested by the City on an as-needed basis. Attendance at other meetings (other Commissions or Boards, staff meetings, ad hoc meetings, etc.) are rare, but would be at the request of the City.
2. Provide routine legal opinions, advice, assistance and consultation to the City Council, City Manager, and City staff in written or oral form via personal consultations or telephone/e-mail correspondence as needed. Generally, same or next day response is expected.
3. Provide legal opinions, advice, assistance, and consultation to the City Council, City Manager, and City staff related to municipal law issues, including, but not limited to, the Brown Act, the Public Records Act, election law, contracts and franchises, real estate and property transactions, land use, environmental law/CEQA, public improvements/capital projects, code enforcement, and pending and current state and federal legislation and court decisions.
4. Collaborate, draft, and/or update the City's Municipal Code and Zoning Code, including regulations for land use and housing, as needed. This includes the ability to proactively balance state laws on housing and land use with the City's history of being a single-family home community with strict building standards.
5. Prepare, review, and revise staff reports, memos, and/or other documents, including but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and City Council/Planning Commission staff reports. Clear, concise, well-organized writing in plain English is a prerequisite.
6. Represent and/or advise the City in litigation not covered by the California Joint Powers Insurance Authority (CJPIA) (which provides general liability coverage), AdminSure (which provides coverage for worker's compensation claims), or other outside counsel.
7. Review, approve and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases/licenses, and other documents as required by the City.
8. Maintain effective in-house capabilities required to provide additional expertise and advice to the City as necessary.

9. Provide training and/or advice to the City Council, appointed Commissioners, and City staff related to the Brown Act, AB 1234, conflict of interest, Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute.
10. Communicate with the press regarding City legal matters when authorized to do so by the City Manager or City Council.
11. Provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.
12. Perform all duties of the City Attorney as provided in the San Marino Municipal Code.

In addition to the more technical scope of work outlined above, the appointed City Attorney must understand his/her role in local government, avoiding political debates and active participation in the policy and managerial decision-making process entrusted to the City Council and City Manager. The City Attorney is expected to provide technically sound and consistent legal advice to all members of the City Council and City staff while maintaining trust and an unwavering ethical standard no matter the situation or individuals involved.

IV. QUALIFICATIONS

The Applicant must be a licensed and active member of the California State Bar. Qualified applicants will have significant municipal legal experience in California as a City Attorney. Further, it is desirable for the City Attorney to hold experience in the following areas:

1. Designing, drafting, and updating Municipal Code sections and regulations.
2. Providing support to staff, Commissions, and the Council during land use, building, and other appeals to the Council; and in code enforcement actions.
3. The laws governing general law versus charter cities.
4. Land use regulations related to public land use and planning, environmental law including the California Environmental Quality Act (CEQA), general plans, code enforcement, and other related areas of law, administrative law, and other areas of municipal law.
5. Providing best legal advice on housing laws, but also working with Council and staff to understand alternatives and other paths forward as requested.
6. Litigation or experience monitoring or supervising litigation activity within a firm.
7. Speaking clearly and effectively in public, including the ability to communicate the nuances of state housing laws.
8. Relating easily and effectively with all members of the City Council, staff, and the public.

V. PROPOSAL FORM AND CONTENT

A. Proposal Submittal

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Applicant's company, background, qualifications, proposed legal services, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals.

B. Letter of Transmittal

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 e-mail address of the Proposer and those (if necessary) for the person or persons authorized to represent the Proposer and to whom any correspondence should be directed. The letter must state that the proposal and fee schedule are valid and binding for one hundred and twenty (120) days.

C. Table of Contents

Include a clear identification of the submitted material by section and by page number.

D. Summary

Introduce and summarize the key provisions of the proposal. Provide a statement describing why the Proposer is qualified to perform this work, and include the names of the individual(s) who would serve as the City Attorney(s).

E. Statement of Understanding

Include a detailed statement of understanding of the legal services to be provided to the City of San Marino and acknowledge your understanding of the expected role of the City Attorney in the organization.

F. Background and Experience

- Official name, address, and type of entity (partnership, LLC, corporation, etc.).
- Describe your firm's background and history, including the number of years in business serving municipal clients.
- Identify the municipalities (and time frames) in which your firm has served as City Attorney over the past seven years.
- List the location of office(s) that would serve the City.

- Describe the expertise your firm is able to provide the City. If your firm has a recognized area of expertise (i.e. land use, public finance/bonds, code enforcement, etc.), please identify it.
- In addition to Section H (below), identify the firm and/or attorney's support staff services (clerical support, paralegals, and other non-attorney staff).

G. Approach to Legal Services

- Describe your view of the role of the City Attorney.
- Describe your method/style of interaction with the City Council, Commissioners, City staff, and members of the public at public meetings.
- Describe how you would coordinate your daily work with the City Manager and City Department Heads.
- How will assignments generated by the City be delegated? Will the City Attorney be primarily responsible for the preparation of all City-related matters, or will work be delegated to less senior staff?
- Describe how you would proactively advise the City about legal developments, issues of concern, and/or critical pending legislation.
- Describe how you will keep the City informed about the status of ongoing litigation.
- Describe how the cost/benefit of litigating or settling cases is evaluated.
- Provide an example of a written communication (not to exceed six [6] pages) to a governing body about a legal issue, in which options are explained and a recommendation is given.
- Describe your method for tracking and managing legal costs and provide a sample billing statement.
- Describe your firm's practices for training and professional development to ensure the City Attorney remains current with changing legal matters affecting municipal clients.
- Please list specialty services you do not provide. For any specialty services the Proposer does not directly provide, describe how you propose the City receive such services.
- 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?

H. Proposed Attorney(s)

Provide the name and qualifications of attorney who would be assigned to represent the City of San Marino and who will attend City Council meetings regularly, including the following for each:

- Certificates or licenses, including the date of admission to the State Bar of California.
- Description of education, including names of educational institutions, degrees conferred, and year of each degree.
- Professional background and membership in professional associations.
- Experience with and knowledge of the law relating to general law cities.
- Specific areas of expertise and training.
- Provide name(s) and qualifications(s) of other attorney(s) in your firm who would serve as Deputy City Attorney in the City Attorney's absence.
- Provide names and qualifications of other attorneys in your firm able to provide legal services in support of the primary attorney(s).

I. References and Potential Conflicts of Interest

- Provide contact information for three municipal (preferred) or public agency clients for which services have been provided by the designated attorney in the last three years. Please include the contact person's name, title, agency, phone, and email address.
- List all public clients for whom your firm currently provides 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.
- For the person designated as City Attorney, list all public clients that person presently represents as City Attorney, Deputy City Attorney, or Assistant City Attorney, along with the meeting dates and times for each governing body.
- Confirm that you have reviewed current and past clients, have identified no conflicts of interest, and that work may be done under the applicable California Rules of Professional Conduct.
- Identify all situations in the last five years in which your firm represented a public entity and the decision or outcome was averse to public entities, either in litigation or administrative matters.
- If the firm, attorney, or any of the attorneys employed by the firm have been sued by cities or other clients 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.

J. Compensation and Reimbursement

- Please describe how the firm intends to charge for legal services and provide a fee schedule. Are charges ever shared between clients, and if so, what method is used?

- If hourly rate billing is proposed, please state the hourly rates for the designated City Attorney and any other attorneys or paralegals assisting such person in providing services, and 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. What specific services would not be included in a retainer?
- Please define any "extra" services such as litigation, and describe if such services will be billed at a different hourly rate or basis.
- 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.

K. Additional Information

In this section, provide any other information that the Proposer believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish your firm from other firms.

VI. REVIEW AND SELECTION PROCESS

A. Process

A review of all submitted proposals will be conducted by two designated members of the City Council and a select group of City staff led by the City Manager. After a review of proposals, the top candidates will be selected to be interviewed by the City Council. Following the interview process, the firm/attorney deemed best qualified by the Council to perform the City's legal services will be recommended for contract award at a public City Council meeting.

The City reserves the right to amend the review and selection process or to reject any and all proposals for any reason deemed appropriate by the City.

B. Evaluation Criteria

The following (among other attributes at the Council's discretion) shall be considered during the evaluation process:

- Meets the qualifications identified in the Proposal, provides adequate range of services and support to the City, and demonstrates a depth of expertise and familiarity with all applicable matters of municipal law.

- Demonstrates sound judgment, integrity, and reliability and maintains a strong reputation in the field of municipal law, as determined by reference and background checks.
- Overall experience levels of the designated City Attorney.
- Ability to meet the workload capacity required by the City and the overall depth of the firm/attorney's in-house resources.
- Capability to perform legal services promptly and in a manner that permits the City Council and City staff to meet established deadlines.
- Demonstrates high quality service and the availability required to provide quick responses to the City's legal inquiries that arise on a daily basis.
- Possesses strong and effective written and oral communication skills.
- Understands the Council's preferred role of the City Attorney and the values of the San Marino community.
- Cost of providing services.
- Other qualifications or criteria deemed appropriate by the City Council.

VII. 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 San Marino 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 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 outlined elsewhere in this document.

E. Withdrawal of Proposal Before Closing

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. 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. 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).
- Worker's Compensation Insurance of at least \$1,000,000.00 per claim.
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and in the aggregate.

J. 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.”

K. Equal Opportunity

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

L. 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 San Marino.

M. Conflict of Interest

No official, officer, or employee of the City of San Marino or of a local public body during his/her tenure or for one year thereafter shall have an 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 San Marino 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 San Marino, 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.

N. Non-Collusion Affidavit

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