



**REQUEST FOR PROPOSAL  
FOR**

**City Attorney Services**

**CITY OF Monte Sereno**

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RFP Issue Date: 7/16/2019

Proposal Submission Deadline: 8/26/2019

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# 1. RFP OVERVIEW

## 1.1 Background

The City of Monte Sereno (“City”), California was established in the 1950’s as a rural agricultural community. The area was dotted with ranch houses, orchards, dairies and livestock, and the mountain slopes of the southern portion of the city contained summer homes, recreational properties and a few large estates. The beauty and tranquility of the area attracted artists and writers looking for a peaceful and inspirational place to pursue their craft. A few of the City points of interest are the home in which American author John Steinbeck wrote the Grapes of Wrath and the site of the Billy Jones Rail Road.

Unlike many other cities in Santa Clara County, Monte Sereno did not form on a crossroads or from an historical village. Consequently, a commercial core never developed in the City, leaving Monte Sereno strictly residential. Monte Sereno was incorporated in 1957, is approximately 1.6 square miles in size, and has a population of approximately 3,500 residents. The City’s annual revenue is approximately \$4-5 million and maintains a conservative positive general reserve.

Monte Sereno is a general law City, comprised of a Council Manager form of government. The voters elect five City Councilmembers to serve four year terms on the City Council. The City Council appoints a professional City Manager to serve as the Chief Administrative Officer. Under the direction of the City Council, the City Manager is responsible for the day to day functions of the City and the administration of City Services. The City Council meets on the first and third Tuesday of each month at 7:00pm in the Monte Sereno City Council Chambers at City Hall and the selected City Attorney should anticipate attendance at all City Council meetings.

Monte Sereno provides services to its residents either directly or by working with other agencies. It is through these partnerships that Monte Sereno is able to provide high quality services that are economically efficient. The City directly provides administrative services, building permits/inspections, planning/design review, engineering/public works, city clerk/election services, and finance.

## 1.2 Purpose of RFP

The purpose of this Request for Proposal (RFP) is to identify and select an experienced attorney or legal services firm to serve as City Attorney for the City. The Scope of Work in Section 2 further details required services and performance conditions. The Qualifications in Section 3 provide prerequisites for application.

## 1.3 City Objectives

The City seeks to obtain quality legal counsel on a contract basis. The City Attorney will serve at the pleasure of the City Council as a directly appointed position. The City intends to select an attorney or firm that specializes in municipal law, with specific experience practicing as City Attorney in other jurisdictions.

## 1.4 Selection Process

The evaluation of proposals will allow the City to identify a list of qualified applicants. Section 4 of this RFP provides the criteria that serves as the basis for review of qualified applicants. Qualified applicants that best meet the needs of the City will be invited to an on-site interview and presentation.

After all evaluation of proposals and on-site interviews are complete, the City Council will select the finalist

in its sole discretion. The City and the finalist Applicant will enter into final contract negotiations. In the event the City determines, in its sole discretion, that a satisfactory agreement cannot be reached, the City reserves the right to enter into contract negotiations with an alternate applicant.

### 1.5 RFP Schedule of Events

RFP Event		Date
1	City Issues RFP	July 16, 2019
2	Deadline for Letter of Intent to Propose (Encouraged – Not Required)	July 29, 2019
2	Deadline to Submit Questions and/or Comments	July 29, 2019
3	City Issues Responses to Written Questions/Comments	August 12, 2019
3	Deadline for Receipt of Proposal	August 26, 2019
4	Tentative Interviews/Presentation Week	September 9, 2019
5	City Determines Finalist for Contract Negotiations	September 13, 2019
5	Tentative Award of Contract	September 17 2019
6	Targeted Contract Start Date	October 1, 2019

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Applicants that submitted a Letter of Intent to Propose.

### 1.6 RFP Coordinator

All communications, requests of additional information or clarification concerning this RFP should be via email to the City Clerk, Andrea Chelemengos. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at:

Coordinator  
Andrea Chelemengos

Email  
[andrea@cityofmontesereno.org](mailto:andrea@cityofmontesereno.org)

Phone  
408-354-7635

The City is not responsible for delayed or lost e-mail, regardless of the cause.

### 1.7 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. Applicants are required to respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

### 1.8 Questions Pertaining to the RFP

Specific questions and/or comments concerning the RFP should be submitted via email to the RFP Coordinator not later than the Deadline for Receipt of Questions and/or Comments identified in Section 1.5 RFP Schedule of Events. Applicant questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. All questions and/or comments and the City's responses will be emailed to any Applicants who submit a Notice of Intent to Propose.

### 1.9 Notice of Intent to Propose

Prospective applicants who anticipate submitting a proposal should register by submitting an email

indicating their intent to respond to this RFP. The notice of intent should be emailed to the RFP Coordinator (Section 1.6). The following information should be included in the Notice of Intent to Propose:

- Attorney or Firm Name
- Name, title, and contact information of main contact
- A general statement of interest in providing legal counsel services

Submittal of a Notice of Intent to Propose, by the specified deadline, is highly desirable for submitting a proposal, and is necessary to ensure Applicants receive RFP amendments and other communications regarding the RFP. The Notice of Intent does not bind prospective Applicants to submitting a proposal. Not submitting a Notice of Intent to Proposal does not preclude submission of a proposal by the required deadline.

## 2. SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City Staff in performance of daily duties in operation of City business. The general responsibilities of the City Attorney include, but are not limited to, the following:

- Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, the City Manager, and City Staff. Contacts are usually made via telephone and email, and generally same or next day response is expected. Preferred office hours are half a day four times a month (may be negotiated as part of any contract).
- Attend City Council meetings and be prepared to advise the Council and Staff on matters on the agenda as well as parliamentary procedure and substantive issues that arise during the meeting. Attendance at City Council subcommittee meetings or Site and Architectural Commission meetings may be requested from time to time.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, CEQA, tort liability and risk, due process and other legal requirements imposed by statute and common law.
- Prepare, review, and revise Staff 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 Staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.
- Represent and/or advise the City in litigation not covered by the Bay Cities Joint Powers Insurance Authority (which provides coverage for tort claims) or otherwise handled by outside counsel.
- Represent the City in inter-agency projects and other legal matters.
- Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- Provide legal advice and assistance to operating departments.
- Counsel the City regarding taxes, assessments, fees, Proposition 218, and other financial advice.
- Designing, drafting, and updating the City's Municipal Code and Zoning Code, including regulations for state and federal housing legislation and Accessory Dwelling Units.
- 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.

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 firm and the City.

### 3. QUALIFICATIONS

The Applicant must be a licensed and active member of the California State Bar. Qualified applicants will preferably have five (5) or more years of municipal legal experience in California as a City Attorney. Further, it is desirable for the City Attorney to hold experience in the following areas:

- Designing, drafting, and updating Municipal Code sections and regulations.
- Providing support to Staff and the Council during land use appeals to the Council; and in code enforcement actions.
- Experience with and knowledge of the law governing general law.
- Land use regulations related to public land use and planning, environmental law including the California Environmental Quality Act (CEQA), general plans, code enforcements and other related areas of law, administrative law, personnel law, and other areas of municipal law.
- Experience with public sector employment, pension law, and general personnel matters.
- The City Attorney should have litigation experience or experience monitoring or supervising litigation activity within a firm.
- The City Attorney must demonstrate abilities to speak clearly and effectively in public.
- The City Attorney must have the ability to relate easily and effectively with all members of the City Council, Staff, and the public.

### 4. PROPOSAL SUBMISSION REQUIREMENTS

#### 4.1 Proposal Submittal

Proposals must be delivered in person, by U.S. Postal Service, or by a courier service such as Federal Express, UPS, etc. and must be received **no later than August 26, 2019, 5:00 p.m. PST**, at the address listed below. Applicants must submit one (1) completed hard copy of the proposal, as well as one (1) electronic copy. All proposals must be submitted in a sealed envelope clearly marked on lower left hand corner "Legal Services – RFP"

**Mailing Address:**

Andrea Chelemengos, City Clerk  
City of Monte Sereno  
18041 Saratoga Los Gatos Rd  
Monte Sereno, CA 95030

#### 4.2 General Instructions

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. Glossy sales and marketing brochures are not necessary or desired. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals.

Proposals should be organized consistent with the outline provided below under Proposal Format.

### 4.3 Proposal Format

Proposal must be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Executive Summary
3. Company Information
4. Company Background
5. Company Qualifications
6. Principal Attorneys
7. References
8. Pricing
9. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposal shall not contain extraneous information. All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to the appropriate place within the body of the proposal.

#### 1. Cover Letter

The proposal must include a cover letter which references and responds to each of the following bulleted items.

- Signature of a company officer empowered to bind the Applicant to the provisions of this RFP and any contract awarded pursuant to it.
- A high-level statement of credentials qualifying for delivery of the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 90 days from the Deadline for Receipt of Proposal.
- A statement that the Applicant, or any individual who will perform work, is free of any conflict of interest (e.g., employment by the City or a competing corporate interest).
- Please limit the Cover Letter to three pages.

#### 2. Executive Summary

This section of the proposal should provide a concise synopsis of Applicant's proposal and credentials to deliver the services sought under the RFP. Provide a general overview of the

Applicants philosophy for City Attorney services and approach to mitigating risk to cities.

### 3. Company Information

This section of the proposal must include the following company Information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.).
- Identify if the Applicant is a subsidiary of a larger company. If so, whom?
- Provide the proposal contact name, address, phone number, and email address.
- Identify the principal attorney that will serve as the City Attorney and any other functions requested under Scope of Services in Section 2.
- Identify the location of company headquarters and office which will support the project.

### 4. Company Background

This section should identify the following:

- A description of the Applicant's background, nature of business, and organizational history.
- A statement of how long the Applicant has been providing the services.

### 5. Company Qualifications

In this section of the proposal, the Applicant should identify company and staff qualifications and experience in the scope of work. More specifically, this section should identify the following:

- Describe your experience in government/municipal legal services.
- Describe your experience working with California local government agencies.
- List all public clients for whom you currently provide services under a fee for service or retainer basis. Indicate the meeting dates and schedules for any public bodies for the prospective lead attorney.

### 6. References

The Applicant must provide three to five (3-5) references. At least two of the references should be for similar services provided in the last three years. The City prefers references from local government agencies with populations of 10,000 or less if possible. For each reference, Applicant should provide the following information and permission to contact each reference:

- Entity name
- Customer contact information (name, title, phone, and email)
- Scope of work performed identifying the services provided
- Start date
- Summary of any problems and solutions to those problems

### 7. Pricing

Pricing should include:

- Hourly bill rates for general City Attorney services.
- Hourly rates for any specialized services such as litigation.
- Minimum monthly retainer amount and basis of calculation (i.e. minimum hours at general hourly rate, approximately 40 hours per month) and identify all services provided that are included in the retainer.

## 5. PROPOSAL EVALUATION

The City shall review all proposals to determine which Applicants have qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the City will complete a detailed review of Applicant proposals. Proposals will be evaluated based on the following evaluation criteria:

• Demonstrated understanding of City’s needs	20%
• Quality, clarity, and responsiveness of proposal	20%
• Anticipated value and price	20%
• Results of interviews, presentations and site visits	20%
• References	15%
• Ability to prepare and execute a contract in a timely manner	5%

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Applicants. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the Applicant agrees to put such clarifications in writing.

## 6. GENERAL REQUIREMENTS

### 6.1 Collusion

By submitting a response to the RFP, each Applicant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Applicant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Applicant has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

### 6.2 Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City official, employee, agent, or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

### **6.3 Required Review and Waiver of Objections by Applicant**

Applicants should carefully review this RFP for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and/or Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and/or Comments.

### **6.4 Proposal Withdrawal**

To withdraw a proposal, any Applicant must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.6) not later than 24 hours before the Deadline for Receipt of Proposals. After withdrawing a previously submitted proposal, the Applicant may submit another proposal at any time up to the Deadline for Receipt of Proposals.

### **6.5 Proposal Errors**

Applicants are liable for all errors or omissions contained in their proposals. Applicants will not be allowed to alter proposal documents after the Deadline for Receipt of Proposals.

### **6.6 Incorrect Proposal Information**

If the City determines that an Applicant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Applicant knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

### **6.7 Proposal of Additional Services**

If an Applicant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

### **6.8 Licensure**

Before a contract pursuant to this RFP is signed, the Applicant must hold all necessary, applicable business and professional licenses, including, but not limited to, certification of licensure with the State Bar of California. The City may require any Applicants to submit evidence of proper licensure upon selection for negotiation of a services agreement.

### **6.9 Conflict of Interest and Proposal Restrictions**

Applicants should identify any other public agency or private representation that may have a conflict of interest with the City of Monte Sereno.

By submitting a response to the RFP, the Applicant certifies that no amount will be paid directly or indirectly

to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Firm to the Applicant in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Applicants, and said individual, company, or other entity may not submit a proposal in response to this RFP.

## **6.10 Contract Negotiations**

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Applicant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Applicant.

## **6.11 Right of Rejection**

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Applicants must comply with all of the terms of this RFP and all applicable State laws and regulations.

Applicants may not restrict the rights of the City or otherwise qualify their proposals. If an Applicant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Applicant from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Applicant to strict compliance with the RFP.

## **6.12 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Applicant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each Applicant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information, which an Applicant submits, is a trade secret. If a request is made for

information marked “confidential”, the City will provide the Applicant who submitted such information with reasonable notice to allow the Applicant to seek protection from disclosure by a court of competent jurisdiction.

### **6.13 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Applicants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

### **6.14 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal may be incorporated into the final contract.

### **6.15 Proposal Amendment**

The City will not accept any amendments, revisions, or alterations to proposals after the Deadline for Receipt of Proposals unless such is formally requested, in writing, by the City.

### **6.16 Firm Participation**

The City reserves the right to share with any Firm of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said Firm to participate in the Proposal Evaluation process.

### **6.17 Warranty**

The selected Applicant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

### **6.18 Rights of the City**

The City reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all proposals.
- Issue subsequent Requests for Proposals.
- Postpone opening proposals if necessary for any reason.
- Remedy errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the Applicants.
- Accept other than the lowest monetary offer.
- Waive informalities and irregularities in the proposals.
- Enter into an agreement with another Applicant in the event the originally selected Applicant defaults or fails to execute an agreement with the City.
- Include provisions in the contract allowing the City Council to terminate the agreement at its sole and entire discretion upon the provision of thirty day (30) written notice.

## 7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The contract will require that the individual or law firm selected as City Attorney maintain professional liability (\$2,000,000 per claim), general liability (\$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident), and workers' compensation. Insurance coverage must be provided by an insurance company authorized to do business in the State of California and the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the City of Monte Sereno.

The successful firm must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Monte Sereno, its officers, agents and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, those and other provisions will be established contractually.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Firm, sub Firms or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$3,000,000 per occurrence.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.*