



**ROCKLIN**  
CALIFORNIA

***Request for Proposals***

***Interim City Attorney Services***

**City of Rocklin**

**3970 Rocklin Road**

**Rocklin, CA 95677**

**[www.rocklin.ca.us](http://www.rocklin.ca.us)**

**REQUEST FOR PROPOSALS - INTERIM CITY ATTORNEY SERVICES  
CITY OF ROCKLIN, CA**

**April 11, 2023**

## **A. INTRODUCTION**

The City of Rocklin is soliciting proposals for Interim City Attorney services from individuals and/or law firms that have a fully developed practice with experience advising and representing California municipalities. The Interim City Attorney must adhere to the highest ethical standards.

The City seeks these interim services following the recent departure of the appointed in-house City Attorney, to ensure continuity of service as the City Council considers alternatives for appointment of a successor via contract or recruitment/selection of an in-house City Attorney.

## **B. THE ROCKLIN COMMUNITY**

Rocklin, with a population of just over 73,000 residents, is a thriving community where people can raise a family with top-rated schools, abundant recreational opportunities, and the highest commitment to public safety. The City is located in Placer County, approximately 22 miles from Sacramento, and approximately 100 miles from either Lake Tahoe, San Francisco, or Napa Valley.

## **C. CITY GOVERNMENT**

Rocklin was incorporated in 1893 at the height of railroad and granite mining. While the City of Rocklin has a long history, the majority of growth has occurred within the last 30 years. Rocklin is now nearing the end of its growth phase, which allows City leaders to shift their focus from one of growth to long-term sustainability.

The City operates under a Council/Manager form of government. The City Council consists of five members elected at large alternately in November of even-numbered years to serve a four-year term. Councilmembers do not have term limits. The Mayor and Vice Mayor are selected by the City Council each November, typically for a one-year term.

The City Council appoints the City Attorney and the City Manager, who are directly accountable to the governing body. For purposes of day-to-day administration, the City Attorney is expected to coordinate operational activities and priorities with the City Manager to carry out the City Council's policy directives.

The City has a cohesive, customer-service and team-oriented workforce of approximately 260 full time equivalent employees. Rocklin employees provide a wide range of municipal services including police, fire, public services, community and economic development, and parks and

recreation services. The City's Fiscal Year 2022/23 operating budget is approximately \$102 million, which includes a General Fund budget of just over \$60 million.

The Rocklin City Council currently holds its Regular Meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month, beginning at 6:00 p.m. Planning Commission Meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month, beginning at 6:30 p.m. Meeting agenda materials are posted on the City's website at [www.rocklin.ca.us](http://www.rocklin.ca.us). Occasional work sessions, executive sessions, and special meetings may be held, based on need, and at the request of the Mayor and City Council. The City Attorney will be required to attend City Council meetings and Planning Commission meetings unless excused by the City Council.

The City's Vision Statement: *"The City of Rocklin's mission is to become a city that provides its citizens with exceptional quality of life while maintaining its small-town sense of community."*

#### **D. REQUESTED SCOPE OF SERVICES**

The Interim City Attorney serves at the pleasure of, and reports to, the City Council and will provide the following services:

- 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, with prompt, same day response desired.
- Attend City Council meetings and be prepared to advise Councilmembers on matters on the agenda as well as procedural and substantive issues that arise during the meeting or as may be requested. Office hours will be negotiated as part of any contract.
- Attend Planning Commission meetings and be prepared to advise Commissioners on the agenda as well as procedural and substantive issues that arise during the meeting.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, 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, and 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 City's self-insured risk pools (which provide coverage for tort claims and worker's compensation claims) or otherwise being 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 and general liability claims.
- Provide legal advice and assistance to City departments.
- Be prepared to provide, perhaps via the services of an experienced sub-contractor, strategic communication advice as may be required by the City Council.

## **E. QUALIFICATIONS**

The Interim City Attorney must be licensed, an active member of the California State Bar, and have ten or more years of legal experience. Preference is given to respondents who have provided service as a City Attorney in a California municipality.

It is desirable for the Interim City Attorney to hold experience in the following areas:

- Designing and drafting Municipal Code sections and regulations
- Providing support to staff, Planning Commission, and the City Council during land use and other appeals to the City Council, including code enforcement actions.
- Experience with and knowledge of the law governing general law cities related to public land use and planning, environmental law including the California Environmental Quality Act (CEQA), redevelopment law, general plans, code enforcements, and other related areas of law, administrative law, labor relations/employment law, public safety, and other areas of municipal law.
- Litigation experience or experience monitoring or supervising litigation.
- The ability to speak clearly and effectively in public.
- The ability to relate easily and effectively with all members of the City Council, the City Manager, staff, and the public.

## **F. SPECIFICATIONS**

- The selected firm or individual will bear expenses related to support staff, general overhead, continuing legal education, and attendance at municipal law functions.
- Client confidentiality shall be strictly preserved.
- The selected firm will coordinate with the City Manager to establish work activities conducted by the City employee assigned to the City Attorney's Office.

## **G. SUBMITTAL REQUIREMENTS**

Interested firms and individual are requested to prepare qualification using the following sequence. Submittals should be sent electronically and as a hard copy.

1. Cover letter: Signed by an authorized representative committing to provide the legal services described above. The cover letter should affirm that the City's standard Legal Services Agreement template (attached) has been reviewed, and note if any changes would be proposed to the agreement or if the agreement can be executed in its current form.
2. Resumes: Provide complete resumes of the person(s) designated to be the Interim City Attorney.

For the individual(s) proposed for designation as Interim City Attorney, please provide the following:

- a. Certificates, licenses, including State Bar of California number.
  - b. Description of education (including name of educational institutions, degrees conferred, and year of each degree).
  - c. Professional background and professional associations.
  - d. Any disciplinary action taken by the State Bar or any malpractice claims against any member of the firm in the last 10 years.
3. Firm qualifications: Provide professional experience and qualifications of the firm and the designated individuals to provide the services specified in the Request for Proposals.
  4. References: Provide contact information for three (3) municipal, public agency, and/or key clients for which legal services have been provided in the last three years. Please include the contact person's name, address, phone number, and email address.

## 5. Clients/Potential Conflicts of Interest

- Identify any foreseeable or potential conflicts of interest with public clients you serve and the manner in which you would propose to resolve these conflicts.
- For the person to be designated as Interim City Attorney, list all public clients that he/she currently represents as Interim City Attorney or general counsel, along with the meeting dates and times for each governing body.
- List all parties, including private clients, relatives, and any other individuals or entities that could potentially pose a conflict of interest with your representation of the City of Rocklin.

## 6. Proposal Types:

- Retainer – The City is prepared to review proposals from individuals and/or firms to provide legal services on a set retainer. If you are proposing to provide services under a retainer, your proposal should include the following:
  - A proposed compensation schedule along with a description of the services that would and would not be covered by the monthly retainer;
  - An hourly rate for services outside the scope of the retainer; and
  - A description of any areas of law in which you would need to retain specialized counsel.
- Hourly Rate for All Services - the City is prepared to review proposals from individuals and/or firms to provide legal services at an established hourly rate based on specific areas of law. If you are proposing to provide all services at an hourly rate, your proposal should include following:
  - A schedule of legal services along with the hourly rate to be charged for each area of law; and
  - A description of any areas of law in which you would need to retain specialized counsel.
- Billing Practices: The selected Interim City Attorney will provide services under a monthly invoice format for regular City Council meetings, special City Council meetings, Planning Commission Meetings, communications with and on behalf of the City of Rocklin, and legal and support services provided to and on behalf of the City.

7. Insurance: Please include a description of the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance and provide a copy of your current coverage policy.

8. Describe how your firm protects client confidentiality.

## H. SUBMITTAL PROCESS

Questions related to this RFP may be directed to Aly Zimmermann, City Manager, by email to [alyz@rocklin.ca.us](mailto:alyz@rocklin.ca.us) no later than **April 17, 2023**. Responses will be provided no later than **April 24, 2023**. Only written questions will be accepted.

The City Council and/or its Search Committee will review each submitted Proposal for thoroughness and substance pertaining to the Firm's qualifications. Should you and/or your firm be selected for further consideration, the screening process will involve interviews with members of the City Council or its Search Committee, and the City Manager. After reference checks, a decision on appointment will be made as soon as possible.

Interested firms should submit one unbound original and one electronic copy of its Qualifications Submittal in a sealed envelope, marked on the outside, "RESPONSE TO REQUEST FOR PROPOSALS – INTERIM CITY ATTORNEY" by 5 p.m. on Monday, May 1, 2023.

to:

City Manager's Office  
City of Rocklin, 3970 Rocklin Road,  
Rocklin, CA 95677

All submittals become the property of the City of Rocklin subject to the disclosure law.

The process timetable is:

Deadline for Receipt of Proposals	May 1, 2023
Review and Selection of Interviewees, if any	May 9, 2023
City Council and City Manager Interviews with applicants, if any	Week of May 15 2023
Selection of Interim City Attorney	May 23, 2023

Thank you very much for your interest.

## AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (this "Agreement") is entered into between \_\_\_\_\_, A \_\_\_\_\_ ("Contractor") and the City of Rocklin ("City") as of \_\_\_\_\_, 2023.

By signing and returning this Agreement for Legal Services, City indicates its acceptance of the terms set forth in this document.

### 1. SCOPE OF AGREEMENT

City retains Contractor to provide legal services to City in connection with City Attorney basic legal services and any other services requested by City.

### 2. DUTIES OF CONTRACTOR AND CITY

#### CONTRACTOR DUTIES

Contractor shall provide those legal services reasonably required to represent City in the matter described above and as further identified in Exhibit A "Scope of Services". Contractor shall also take reasonable steps to keep City informed of significant developments and to respond to City's inquiries.

While the attorney with whom City originally met may be primarily responsible for completing the work on City's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Contractor, if they determine that such delegation is appropriate in representation of City's interests. If City so requests, City will be consulted before any delegation is made.

Contractor may, with City's prior consent, select and hire attorneys, investigators, consultants, and experts to assist in the representation of City's interests, including the preparation and presentation of City's case in any litigation or other similar legal or administrative proceedings. While any such persons will report exclusively to Contractor to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by City.

Contractor is not authorized or obligated to perform any services for City until Contractor has received an original-signed copy of this Agreement for Legal Services from City.

#### CITY'S DUTIES

City shall be truthful with Contractor, cooperate with Contractor, keep Contractor informed of developments related to the subject matter for which City has engaged Contractor, perform the obligations City has agreed to perform under this Agreement, and pay statements from Contractor in a timely manner.



### **3. BILLING RATES**

City agrees to pay for legal services at the rates set forth in Exhibit B, "Schedule of Rates".

Contractor will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

### **4. COSTS AND EXPENSES**

City shall reimburse Contractor for all costs and expenses incurred by Contractor, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

Contractor shall itemize all costs incurred on each periodic statement.

### **5. STATEMENTS**

Contractor shall send City a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. City shall pay statements from Contractor within thirty (30) days after each statement's date.

Contractor's statements shall clearly state the basis thereof, including the amount, rate, and basis for calculation (or other method of determination) of Contractor's fees.

Contractor shall provide a statement to City, upon City's request, no later than ten (10) days following the request. City is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

### **6. DISCLAIMER OF GUARANTEE**

By signing this Agreement, City acknowledges that Contractor has made no promises or guarantees to City about the outcome of any City matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

## **7. DISCHARGE AND WITHDRAWAL**

Either party may terminate this Agreement upon written notice to the other party. If City or Contractor elects to terminate this Agreement, Contractor shall be paid for all fees and costs that have accrued up to the time of termination.

Contractor and City each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal.

## **8. LEGAL ACTION UPON DEFAULT**

If City does not pay the balance when due, or if City breaches any other term of this Agreement, Contractor may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due.

Contractor and City agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Placer. Contractor and City consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

## **9. ARBITRATION OF FEE DISPUTE**

If a dispute arises between Contractor and City regarding attorneys' fees or costs under this Agreement and Contractor files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code sections 6200-6206, City will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code sections 6200-6206. If City elects to arbitrate the dispute, Contractor will submit the matter to that arbitrator.

## **10. COMPLETION OF SERVICES**

Upon the completion of Contractor's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

## **11. CITY FILES**

At City's request, upon the termination of services under this Agreement, Contractor will promptly release all of City's papers and property (subject to any applicable protective orders or non-disclosure agreements).

## **12. DESTRUCTION OF CITY FILE**

If City does not request the return of City's papers and property, Contractor will retain City's file for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Contractor may have City's file destroyed. City acknowledges that it will not be notified prior to the destruction of its papers and property, and

City consents to the same. If City desires to have City's file maintained beyond seven (7) years after City's matter is concluded, City must make separate arrangements with Contractor.

### **13. COMMENCEMENT OF SERVICES**

Contractor's obligation to provide legal services shall commence upon Contractor's receipt of a signed copy of this Agreement for Legal Services.

### **14. INSURANCE**

Pursuant to Business and Professions Code section 6148, City is hereby informed that Contractor maintains errors and omissions insurance coverage.

(A) General Liability. During the term of this Agreement, Contractor shall maintain in full force and effect a general commercial liability insurance policy in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

(B) Automobile Liability. During the term of this Agreement, Contractor shall maintain in full force and effect a policy of automobile liability insurance in an amount not less than \$2,000,000 combined single limit per accident for bodily injury and property damage.

(C) Errors and Omissions. During the term of this Agreement, Contractor shall maintain in full force and effect errors and omissions insurance, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$10,000,000 on a claims-made annual aggregate basis.

(D) The City, its officers, officials, employees, and volunteers are to be named as additional insured on the Contractor's general liability and automobile liability insurance policies.

(E) Contractor's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(F) Cancellation. Each insurance policy required in this paragraph shall not be canceled or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

### **15. WORKERS' COMPENSATION**

During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Workers' Compensation. The Workers'

Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents, and employees.

**16. MODIFICATION BY SUBSEQUENT AGREEMENT**

This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

On Behalf of the City of Rocklin:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Aly Zimmermann, City Manager

On Behalf of the Contractor:

DATE: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**SCHEDULE OF RATES**