



AVILA BEACH COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA 93424
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REQUEST FOR QUALIFICATIONS AND PROPOSAL - DISTRICT GENERAL COUNSEL

NOTICE IS HEREBY GIVE THAT THE Board of Directors of the Avila Beach Community Services District, hereinafter referred to as "District," is seeking statements of proposals from qualified firms and/or individuals that are able to provide general counsel services to the District as its designated "District General Counsel." This Request for Proposal (RFP) document includes background information, scope of services, minimum qualification requirements, specifications, submission, requirements and delineates the evaluation and selection process.

Qualified firms and/or individuals have the option of sending their RFP documents via email, standard mail or personal delivery. The term of the contract will begin on approximately on December 1st, 2020. Either party will be able to cancel the contract upon 30 days written notice. **RFP documents must be received by the District no later than 1:00 p.m. Pacific Standard Time, on Monday, November 2nd, 2020 at the following address:**

**Avila Beach Community Services District
Attention: Brad Hagemann, General Manager
District Board Room & Office 100 San Luis Street
Mailing Address: P.O. Box 309
Avila Beach, CA 93424
Email: avilacsd@gmail.com**

If hardcopies, please provide one unbound original, three copies, and one electronic copy on USB Flash Drive of the RFP documents. The original copy must be signed by a representative authorized to bind the firm or individual. RFP documents are to be submitted in sealed packages with the name of the firm/individual and RFP title "**Response to Request for Proposal - District General Counsel Services for Avila Beach Community Services District**" clearly marked on the outside of the package. Failure to comply with the requirements set forth in this RFP may result in disqualification. RFP documents and/or modifications received subsequent to the hour and date specified above will not be considered. The District reserves the right to reject all submittals. Acceptance of any submittal pursuant to this RFP shall not constitute any implied intent to enter into a contract. The contract award, if any, will be made to the qualified firm or individual who, in the District's sole discretion, is best able to perform the required services in a manner most beneficial to the District.

The award will be made on the qualifications and the best value to the District. This RFP does not obligate the District to award a contract, and the District reserves the right to cancel the solicitation. If you have any questions regarding this RFP, please call the District's General Manager, Brad Hagemann, at 805-835-3163 or Hagemann.associates@gmail.com prior to the above-mentioned deadline for submissions.

**AVILA BEACH COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSAL (RFP)
DISTRICT GENERAL COUNSEL**

The District is soliciting proposals from qualified firms and/or individuals interested in performing the duties and functions of District General Counsel. The District's Board of Directors invites legal firms and/or individuals to submit written proposals and seeks a law firm/individual that/who can provide general services as well as a dedicated individual associate with the firm to be District General Counsel.

DISTRICT INFORMATION

The District is located 10 miles south of San Luis Obispo, California. The District provides the following essential services: water supply distribution; wastewater collection, treatment and disposal; solid waste franchise, street light services & contracted fire protection with Cal Fire.

GOVERNANCE

The District's affairs are directed and governed by a five-member Board of Directors, elected at large, by registered voters within the jurisdiction. The Board serves four (4) year staggered terms with an election held every two (2) years. Policy direction is set by the Board of Directors, with the day to day affairs administered by the General Manager. The Board appoints the General Manager and District General Counsel.

A. SCOPE OF SERVICES

The District General Counsel is expected to assist the District by:

1. Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the District Board of Directors and staff on a variety of matters pertaining to all aspects of special district governance. Contacts are often made by email and telephone, and same day response is expected.
2. Researching and interpreting laws, court decisions, and other authorities in order to prepare legal opinions and to advise the Board of Directors and staff on legal matters pertaining to District matters.
3. Attending regular monthly Board of Director meetings (as needed) and advising the Board of Directors on matters on the agenda as well as procedural matters that may arise during and following the meeting. The District Board of Directors Regular Board meeting is on the second Tuesday of each month beginning at 1:00 p.m.
4. Provide guidance with regard to the requirements of the Brown Act, Conflict of Interest (AB1234), CEQA, Proposition 218, the Public Records Act, and other legal requirements imposed by statute and common law.

5. Drafting, reviewing, and/or revising documents, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, notices, leases, deeds, loans, permits and staff reports. Clear, concise, well-organized writing is prerequisite.
6. Representing the District in litigation (civil, tort, liability, labor and employment, construction law/public works, general writ, etc.).
7. Coordinating the work of outside legal counsel, as directed by the Board of Directors or General Manager.
8. Perform other duties as directed by the General Manager and/or Board of Directors.

B. QUALIFICATIONS

Please Note: Proposals should indicate response for District General Counsel. Additional consideration will be given to a firm and/or individual capable of providing in-house services across numerous practice areas listed below. Attachment "A" of this RFP must be incorporated into the firm's and/or individual's response to the District. Attachment "A" requires the firm and /or individual to identify associates responsible for representing the District in the particular practice areas listed and the hourly rate the District would expect to pay in the event a practice area were to be engaged.

Practice Areas:

1. Public Agency/Municipal Law
2. E-Documents and Public Records Act
3. Taxes and Fees, Proposition 218, Assessments
4. Eminent Domain
5. Labor and Employment
6. Litigation
7. Contracts and Transactions
8. Construction Law, Contracts and Claims
9. Insurance, Liability, Tort Claims
10. Land Use/Development
11. Public Financing
12. Environmental and Energy
13. Water Rights and Water Laws

Proposals must provide specific and succinct answers to all questions and request for information. RFP responses shall not exceed 10 pages; resumes are excluded from the limit. The District expects the District General Counsel to be service-oriented, creative in finding solutions and pro-active in helping District officials and staff avoid legal pitfalls and must have experience and expertise public agency and municipal law.

In the proposal, please identify the individual to be designated District General Counsel, those individuals who are to provide service backup and describe those individuals' qualifications for providing special district legal services. The description should include:

1. Legal training and years of practice and California Bar Number.
2. Years of special district 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.
3. Knowledge and experience with community services districts, California special district law or other public sector experience.
4. Litigation experience and demonstration of litigation records results.
5. Knowledge and practice of law relating to public contracting, CEQA, NEPA, risk management, real estate, environmental issues, and other related law.
6. Experience in the area of Public Records Act, the Brown Act, and the Elections Code.
7. Intended office location and accessibility to the District.
8. List three (3) professional and three (3) personal references.
9. If the Proposer, or any of the attorneys employed by the firm, have ever been successfully sued 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 incident.

C. COMPENSATION AND REIMBURSEMENTS

It is anticipated that the District's Board of Directors will expect the Proposer to provide basic services under an hourly rate (i.e., time and materials).

1. Please state the hourly rates for the key personnel, specifically the designated District General Counsel, the individual(s) providing back-up for the District General Counsel, partners/principals, and associates for general work and for special services such as litigation, on Attachment "A". (Substitution of the designated key

personnel will not be permitted without prior written approval of the District.)

- a. Please define what would be considered extraordinary service to be provided over and beyond 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 that would be in excess of those covered by the retainer, if a retainer were the preferred method of compensation.)

The Proposer selected by the District will be required to furnish special legal services on an as needed basis when directed by the District Board of Directors or General Manager. These special services, to be provided at a specified hourly rate include research, preparation and follow-through in matters involving litigation affecting the District. Excluded from special legal services would be litigation or defenses furnished by self-insured programs, litigation where District General Counsel decides to retain special counsel, if separate contracts are awarded, or other work for which the Board decides to utilize special counsel if not included in Attachment "A".

1. Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, reproduction of documents or word processing charges, facsimile or telephone charges, any other matters that will be billed to the District.
2. Describe how you bill travel, including costs and time that will be billed.
3. Address any possible conflicts of interest, including business conflicts with other clients that may arise, as a result of work performed on behalf of the District.

D. OPERATIONAL STRUCTURES

As part of the proposal, please describe how you would structure the working relationship between the District General Counsel, District Board of Directors, District General Manager and other members of staff.

E. INDEMNIFICATION

The chosen Proposer will agree to indemnify, hold harmless and defend the District, the District Board of Directors, employees, agents and volunteers from any and all liability or financial loss including legal expense and costs of expert witnesses and consultants resulting from any suits, claims, losses, or actions brought by any person or persons, by reason of injury and arising directly or indirectly from the activities and operations of Proposer, including its officers, agents, employees, subcontractors or any person employed by Proposer, in the performance of this Agreement. Proposer agrees that Proposer's covenant under this section shall survive the termination of this agreement.

F. INSURANCE

The chosen Proposer shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Proposer, its agents, representatives, employees or subcontractors, pursuant to Proposer's proposal or any subsequent contract entered into with the District. Insurance shall be of the type, in the amounts and subject to the provisions described below. All insurance coverage shall be provided by insurers authorized by the California Insurance Commissioner to transact insurance business in California and with a rating of "A" or better in the Best's Key Rating Guide.

1. Commercial General Liability Coverage with a limit of not less than one million dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
2. Professional Liability and Errors and Omissions insurance with a limit not less than one million dollars (\$1,000,000) per occurrence, and five million dollars (\$5,000,000) in aggregate. Workers Compensation insurance with a limit not less than one million dollars (\$1,000,000) per accident, and Automobile Insurance with a combined single limit of one million dollars (\$1,000,000) per accident is required.

G. EVIDENCE COVERAGE

1. Prior to commencement of work under any contract, or within 14 days of notification of award of the contract, whichever is shorter, the chosen Proposer shall file certificates of insurance and original endorsements evidencing coverage in compliance with this contract and in a form acceptable to the District.
2. Proposer shall provide the District, on request, a complete copy, including all endorsements and riders of any insurance policy.
3. During the term of this agreement, Proposer shall maintain current valid proof of insurance coverage with the District at all times. Proof of renewals shall be filed prior to expiration of any required coverage.
4. Failure to submit any required evidence of insurance within the required time period shall be cause for termination for default and shall be the cause for forfeiture of Proposer's bid security, if applicable.
5. In the event Proposer does not maintain current, valid evidence of insurance on file with the District, the District may, at its option, withhold payment of any moneys owed to Proposer or which it subsequently owes to Proposer, until proper proof is filed.

H. ADDITIONAL INSUREDS

All coverage shall name the District and its respective officers, employees, agents and volunteers as additional insureds.

I. SELECTION SCHEDULE:

All dates are tentative and may change as needed to best serve the needs of the Board. Board or Committee interviews may be arranged with select candidates if determined necessary by the Board.

1. Receipt of Requests for Proposals – November 2nd, 2020
2. Board Review and Potential Contract – November 10th, 2020
3. Begin Work – on or about December 8th, 2020

J. AFFIDAVIT OF NON-COLLUSION

As part of the RFP, each Proposer shall include a signed and dated declaration under penalty of perjury attesting that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are named herein. The declaration shall further attest that the submitted party has carefully examined this Request for Proposal and Scope of Services, and agree, in the event of acceptance hereof, to enter into the required agreement with the District.

K. EVALUATION AND SELECTION PROCESS

The District Board of Directors will interview the most qualified candidates before making its decision using its own judgment and at its sole discretion. Selection will be based on the following criteria:

1. Understanding of and commitment to the requirements described above.
2. Professional qualifications, including overall experience within the area of special district law and any specialized practice area herein.
3. Past performance with municipal law clients as evidenced by the comments received from the list of references provided.
4. Availability and capability to perform legal services promptly and in a manner that permits the District Board of Directors and staff to meet deadlines and to operate in an effective and efficient manner.
5. Compensation proposed and the corresponding level of services to be provided.

The award will be made on the basis of the best value to the District as determined by the majority of the District Board of Directors. The District 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 interest of the District as determined by the District Board of Directors.

**Avila Beach Community Services District
Request for Qualifications and Proposal, General Counsel Services
Attachment "A"**

Attorney Cost for Services Rendered:

Practice Areas	Firm and/or Individual	Hourly Rate
Public Agency / Municipal Law (DGC*)		
Back-up for the District General Counsel		
E-Documents and Public Records Act		
Taxes and Fees, Proposition 218, Assessments		
Eminent Domain		
Labor and Employment		
Litigation		
Contracts and Transactions		
Construction Law, Contracts and Claims		
Insurance, Liability, Tort Claims		
Land Use/Development		
Public Finance		
Environmental and Energy		
Water Rights and Water Law		

***DGC – District General Counsel: Person designated as “Key Personnel” assigned by firm and/or individual as the District’s General Counsel and subject to the limitations and requirements stated in the Request for Qualifications and Proposal, District General Counsel.**