



REQUEST FOR PROPOSAL
(RFP)

for

OUTSIDE GENERAL LEGAL COUNSEL

OCTOBER 2023

OCEANO COMMUNITY SERVICES DISTRICT
1655 Front Street
Oceano, CA 93445
(805) 481-6730
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SECTION I - Introduction and Background

A. Introduction

The Oceano Community Services District (“OCSD” or “District”) invites interested law firms or individual attorneys (“firm(s)” or “proposer(s)”) with a minimum of five (5) years of experience representing public agencies in general governmental procedures, compliance, contracts and transactions, and civil litigation to submit proposals to provide general counsel legal services for the OCSD. Legal services will include managing and determining the need to engage special counsel services.

The objective of this request is to provide the OCSD Board and staff with reliable and effective legal services on an as-needed basis. A firm selected as General Counsel will serve at the pleasure of the Board of Directors of the District and under the direction of the OCSD General Manager. It is anticipated that the selected firm will enter into a professional service agreement for a term of five (5) years, with an opportunity for up to two (2) additional consecutive twelve (12) month extensions.

All proposals must be received by, on, or before November 17, 2023. The preferred method for proposal submission is electronic via the General Manager, Will Clemens at will@oceanocsd.org. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

Will Clemens, General Manager
Oceano Community Services District
1655 Front Street, Oceano, CA 93445

B. Background

The Oceano Community Services District (OCSD) is a multi-purpose special district and was formed on January 1, 1981. The District is a political subdivision of the State of California and operates under a Board of Directors – General Manager form of government. The District is demographically diverse and classified as disadvantaged based on criteria established for median household income.

District Services

The District provides water, wastewater collection, street lighting, and parks and recreation services to the community, which is predominantly residential and includes a population of approximately 7,600.

In the fiscal year ending June 30, 2023, the District provided fire and emergency services through the Five Cities Fire Authority (FCFA), a joint powers authority (JPA) formed in 2010 between the District and the cities of Arroyo Grande and Grover Beach. In 2023 the District initiated divestiture proceedings of fire and emergency services through the Local Formation Commission (LAFCO). In the fiscal year ending June 30, 2024, the District is contracting with FCFA for fire and emergency services and is no longer a member of the JPA. Going forward the District and County of San Luis Obispo will come up with a plan for fire and emergency services.

Lastly, the District provides solid waste and recycling services through a franchise agreement with South County Sanitary Incorporated, a subsidiary of Waste Connections Incorporated, a publicly traded corporation. Other services such as streets and roads, drainage and flood control, land use planning, law enforcement, health and human services are provided by the County of San Luis Obispo or other agencies.

Regular Board meetings are generally held on the second and fourth Wednesday at 6pm of each calendar month in the Boardroom at the District office 1655 Front St Oceano, CA 93445.

The General Manager reports directly to the Board of Directors and performs all duties necessary for the proper and efficient management of the District, as determined by the Board, state and federal law. The District has a professional staff of 9 (as of the publishing date of this RFP), working under the direction of the General Manager.

Typically, legal counsel advises on complex resolutions or reports that have specific legal issues. Routine matters and/or reports generally do not require review by legal counsel.

SECTION II – Qualifications and scope of services

A. Qualifications

The OCSD is seeking a legal firm or individual committed to providing the highest quality legal representation to serve as Legal Counsel for a minimum term of five (5) years.

Required qualifications include that the firm must:

- be admitted to practice in the State of California and be members in good standing with the State Bar of California;
- be familiar with the function and purpose of Special Districts;

- have knowledge of California and federal water, wastewater, solid waste management, and State and Federal grant regulations; and
- have experience in public agency law and advising public officials, administrators and employees on laws pertaining to local government administration, organization, regulations, transactions and litigation matters.

Experience in litigation and other legal issues that are routine with a Special District or other public agency is highly desirable. Additionally, experience with water law and litigation is highly desirable.

B. Scope of Services

The legal services provided to the OCSD include, but are not limited to:

- providing general legal advice to the Board of Directors and the General Manager when requested;
- providing legal counsel pertaining to compliance with State Regulations, Codes, State and Federal Acts, contracts, the California Environmental Quality Act (CEQA), the Brown Act, ethics and conflict-of-interest law, public records requests, personnel and employment law, and intergovernmental relations;
- providing annual updates on important developments concerning the Political Reform Act and other conflict of interest issues, legislation and judicial decisions;
- preparing legal opinions or responses on specified issues when needed;
- serving as the OCSD Legal Counsel and representative in all Board matters, including litigation and administrative proceedings, as necessary;
- attending all regular and special OCSD Board meetings, and any other meetings for which the firm is available at the request of the Board;
- attending in-person and remote meetings with the OCSD General Manager and/or Board when required and/or maintaining telephone and e-mail contact as needed;
- reviewing and commenting on documents prepared by the OCSD staff including staff reports, resolutions, contracts, correspondence, administrative policies, and other documents as needed and within the requested timeframe;
- preparing and/or reviewing agency agreements, documentation, and other materials on request;
- preparing occasional reports and presenting information at public meetings as needed; and
- assisting the Board in conducting an annual performance evaluation for the OCSD General Manager by compiling and distributing the annual review to the Board (including alternates), presenting a summary of the evaluation at a closed session conference, and completing the evaluation.

SECTION III - Timeline and Submittal Instructions

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestones dates may be adjusted without notice.

A. Timeline

DATE	EVENT
FRIDAY, OCTOBER 27, 2023	RFP RELEASE DATE
FRIDAY, NOVEMBER 17, 2023	PROPOSALS DUE BY 3:00 P.M. (PST)
MONDAY, NOVEMBER 20 - FRIDAY, NOVEMBER 24, 2023	PRELIMINARY SCREENING PROCESS COMPLETE, INCLUDING REFERENCE CHECKS
MONDAY, DECEMBER 4 - FRIDAY, DECEMBER 8, 2023	FINAL SCREENING PROCESS INTERVIEWS, FINALIST SELECTED
FRIDAY, DECEMBER 8 – WEDNESDAY, DECEMBER 13	NEGOTIATE AND FINALIZE CONTRACT
WEDNESDAY, DECEMBER 13, 2023	OCSD BOARD PRESIDENT SIGNS CONTRACT / APPROVAL

B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

1. Qualifications of Firm and Personnel

Including:

- detailed scope of services that reflects the firm’s understanding of the agency’s requirements;
- description of the firm;
- statement of qualifications and experience;
- the individual to be assigned to the OCSD as Legal Counsel and their qualifications and professional credentials; and

- summary of experience with Special Districts and local government agencies relative to the legal issues and practices described above.

2. Identify Existing and Potential Conflicts of Interest

List all current public clients in San Luis Obispo County for which the legal firm provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the firm's or individual attorney's representation of the District. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

3. Local Government Client References

List two primary references of the legal firm and of the individual who would serve as the OCSD Legal Counsel. Please include contact information for references and permission to contact those references. Additional professional references may be provided.

4. Budget, Retainer, and/or Rates

Include an estimate of a rate or retainer for all proposed services that would be the basis for monthly invoices during the life of the contract with the OCSD. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences as a retainer or hourly rate.

5. Additional Information

Include the location of the legal firm and the availability of appropriate professionals as needed for legal counsel. Identify any other related qualifications and information not specified in this RFP which the firm may consider to be essential and relevant to the OCSD.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to the General Manager, Will Clemens at will@oceanocsd.org with the email subject line of: **QUESTIONS - Legal RFP** by November 10, 2023 at 5 PM PST.

D. Submittal Instructions

If you or your firm is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to will@oceanocsd.org with the email subject line of: **PROPOSAL - Legal RFP**, by November 17, 2023 at 5 PM PST.

SECTION IV - RFP Proposal Evaluation and Selection Process

A. Criteria

The proposals shall be reviewed based on the following criteria. One of the most important criteria are the qualifications of the firm and the costs of services. The goal is to contract with a firm that is qualified and cost effective:

- 1. Qualifications of Firm and Personnel:** - expertise, experience, and capability of the proposer to provide outstanding legal services regarding the Board's goals.
- 2. Identify Existing and Potential Conflicts of Interest:** - potential and existing conflicts of interest.
- 3. Additional Information:** - Location of firm and availability of appropriate professionals as needed for meetings or other circumstances. Other information may be provided as well.
- 4. Local and State Government Client References:** - reference checks.
- 5. Budget, Retainer, and/or Rates:** - Overall cost of the proposal and the levels of service the OCSD can expect to receive from the proposer.

C. Final Selection

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the full OCSD Board of Directors.

The OCSD Board of Directors will conduct a review of applications submitted under this RFP. Proposers may be invited to a meeting of the Board for interviews at the discretion of the Board. The final contract will be signed by the OCSD Board President.

D. Contract Award and Execution

The District reserves the right to enter a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The District reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District reserves the right to award no contract and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not

meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the Request for Proposal (RFP).
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between OCSD and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, OCSD may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless OCSD determines that a change in such requirements is in the best interest of the District.

OCSD expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter a contract with OCSD. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the District grants an extension, following the delivery of the contract documents, the District may elect to negotiate a contract with the next-highest ranked proposer.

The District shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The District reserves the right to request additional written and/or oral information from proposers at any time before contract award, to obtain clarification of their responses.

SECTION V - General Conditions

A. OCSD Rights & Options

1. All proposals must be submitted to the OCSD email address: will@oceanocsd.org with the email subject line of: **PROPOSAL – Legal RFP** in Adobe (pdf) format by November 17, 2023, at 5 PM (PST). **Late proposals will not be considered.**
2. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
3. This RFP does not constitute an offer of employment or contract for services.
4. The District may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the District determines such action to be in its best interests.
5. The District reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
6. The issuance of this RFP does not constitute an agreement by the District that any subsequent selection process will occur, or that any contract will be entered into by the District. Proposals and other materials will not be returned.
7. The District has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
8. All documents submitted to the District in response to this RFP will become the exclusive property of the District.

9. All proposals shall remain firm for one hundred twenty (120) days, following the closing date for receipt of proposals.
10. The District reserves the right to award the contract to the firm that presents the proposal which, in the judgment of the District, best accomplishes the desired results.
11. The term of the contract will be five years with a start date of January 1, 2024. The contract may be renewed at the discretion of the District for up to two consecutive 12-month periods. Any request by the firm to increase pricing may not exceed national or regional CPI and must align with the OCSD's budget cycle.
12. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in this proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the District during subsequent negotiations.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 *et seq.*, all "public records" (as defined in the Act) of a local agency, such as the District, must be available for inspection and copying upon the request of any person. Under the Act, the District may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret under Government Code section 6254(k) or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent OCSD considers*

proper under the law. If an agreement is entered into with the proposer, OCSD shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

14. The District will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the District in any action arising out of such dispute, lawsuit, claim, or demand.
15. The proposer warrants that no official or employee of the District has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the District.
16. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
17. Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900 *et seq.*), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285 *et seq.*).

Nondiscrimination: The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.

18. Unforeseen additional items and/or services may be required. The District therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

B. Changes to the RFP

This RFP is posted on the District’s website: www.oceanocsd.org. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

C. Communications

All communications concerning this RFP shall be directed to will@oceanocsd.org with the email subject line of: **Legal RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the District.

After the solicitation has closed, proposers can view the RFP on the District website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to will@oceanocsd.org with the email subject line of: **QUESTIONS - Legal RFP**.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the District and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the District.

E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations”. The OCSD may waive any immaterial deviation or defect in a proposal.

F. Award

OCSD reserves the right to make awards within One Hundred Twenty (120) days after the date of the RFP closing.