

**PRIVILEGED MEMORANDUM FOR  
POTENTIAL ENGAGEMENT OF COUNSEL**

TO: PROSPECTIVE COUNSEL

FROM: LOS ANGELES CITY ATTORNEY'S OFFICE

DATE: August 28, 2025

RE: REQUEST FOR PROPOSALS ("RFP") FOR LEGAL REPRESENTATION IN CONNECTION WITH POTENTIAL ACQUISITION OF CLASS A OFFICE BUILDING IN DOWNTOWN LOS ANGELES

**1.0 PROPOSALS**

The Los Angeles City Attorney's Office ("City Attorney's Office") is soliciting proposals from qualified law firms ("Proposer", "Firm" or "Outside Counsel") to assist the City Attorney's Office with the potential acquisition by the City of Los Angeles, through its Department of Water and Power ("LADWP"), of a Class A office building located in Downtown Los Angeles.

Proposals must be submitted electronically to [anne.haley@lacity.org](mailto:anne.haley@lacity.org), [allana.duncan@lacity.org](mailto:allana.duncan@lacity.org), [saro.balian@lacity.org](mailto:saro.balian@lacity.org), and [sean.torres@lacity.org](mailto:sean.torres@lacity.org). All submitted materials shall become part of the proposal, and may be incorporated in a subsequent contract between the City of Los Angeles and the selected Proposer. It is the Proposer's sole responsibility to ensure that proposals are submitted in a timely manner.

Please submit your written proposal, one (1) electronic copy, no later than:

**5:00 p.m. on September 12, 2025.**

Proposals shall be clearly marked with the subject line:

**"RFP for Legal Counsel re: Potential Acquisition of DTLA Office Building"**

**All forms referred to in this RFP are available at: [RAMPLA.org](http://RAMPLA.org). You are required to register your Firm at [RAMPLA.org](http://RAMPLA.org) and complete the necessary contracting forms in order to be responsive to this RFP.**

Procedural questions regarding this RFP shall be submitted by e-mail and directed to Managing Assistant City Attorney Anne Haley at [anne.haley@lacity.org](mailto:anne.haley@lacity.org).

## **2.0 SCOPE OF WORK**

The Firm selected for this role will assist the City Attorney's Office with the potential acquisition by the City of Los Angeles, through LADWP, of a Class A office building located in Downtown Los Angeles. The services are currently expected to include, but not be limited to, the following:

- (1) Advising regarding the acquisition and negotiating and drafting the Purchase Agreement and any related documents, including letters of intent, early access agreements, and assignment agreements;
- (2) Advising and assisting with due diligence, including title, survey, leases, contracts, estoppel certificates, environmental reports and other diligence materials;
- (3) Advising and assisting with title insurance, including title objections and endorsements;
- (4) Advising regarding potential financing options and assisting with negotiating and drafting any necessary financing agreements;
- (5) Advising regarding the construction of building improvements and assisting with negotiating and drafting any necessary design and construction agreements;
- (6) Advising regarding property management and assisting with negotiating and drafting any necessary property management agreements and service contracts;
- (7) Providing written legal opinions as requested; and
- (8) Providing other related legal services as requested.

The Scope of Work is required on an immediate basis.

## **3.0 EVALUATION CRITERIA**

The selection of the Firm will be based on the experience and capability of the Firm to provide the services described above. The Firm should have substantial expertise and experience in Class A office building acquisitions, real estate financing (including municipal financing), and design, construction and property management matters.

All proposals submitted will be reviewed by appropriate City Attorney staff. Thereafter, City Attorney staff may schedule interviews with selected Firms.

Interviews are typically conducted in person at our offices, but may be conducted telephonically, if necessary.

#### **4.0 CONFIDENTIALITY**

Should any attorney or firm receiving this RFP reasonably believe that a waivable potential conflict may exist by reason of its representation of some other entity, the Los Angeles City Attorney's Office requests that this RFP not be shared with any other represented entity, and if a question exists regarding any potential conflict of interest pursuant to Rule 3-310 of the California Rules of Professional Conflict that the Firm scrupulously observe the requirements of Section 6068(e) of the California Business and Professions Code and uncompromisingly maintain fully the confidentiality of this document. Any questions in connection with issues of conflicts of interest should be addressed to Managing Assistant City Attorney Anne Haley at [anne.haley@lacity.org](mailto:anne.haley@lacity.org), (213) 978-8100.

#### **5.0 CONTENT OF RESPONSE**

##### **5.1 Cover Letter**

Each response to this RFP must be accompanied by a cover letter that contains a general statement of the purposes for submission and include the following information:

- (a) Name, address, telephone number, and legal business status (individual, limited liability partnership, corporation, etc.) of the Proposer.
- (b) Name, title, address and telephone number of the person or persons authorized to represent the Proposer in order to enter into negotiations with the City Attorney's Office with respect to the RFP and any subsequently awarded contract. The cover letter shall also indicate any limitation of authority for the person named.
- (c) A representative or officer of the Proposer must sign the cover letter. That representative shall have been authorized to bind the Firm to all provisions of the RFP, any subsequent changes and to the contract if an award is made.
- (d) If the respondent is a partnership, the response must be signed by a general partner in the name of the partnership. If the respondent is a corporation, the response must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President, and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

- (e) All of the signatures referenced above must be submitted as originals and signed in black or blue ink, or electronic at this time.

## 5.2 Additional Information

- (a) Briefly describe your Firm's background, size, and history pertinent to the services requested in this RFP for which your Firm is seeking the assignment.
- (b) List the attorneys you expect to be assigned to this relationship and describe the area(s) of specialization of each and his/her relevant experience. Identify the key attorney who will be the primary contact and lead counsel in providing services under this assignment.
- (c) Describe your Firm's backup procedures in the event one or more attorneys assigned to this relationship leave the Firm.
- (d) Describe the relevant special services your Firm provides, particularly those that may not be offered by other law firms.
- (e) Within the past three years, have there been any significant developments in your Firm, such as changes in ownership or restructuring? Do you anticipate any significant changes in the future? Please describe.
- (f) Does your Firm provide services similar to those for which you are seeking assignment in your response to this RFP to any other public sector clients?
- (g) Identify all public sector clients who have terminated their working relationship with your Firm in the past three years and a brief statement of your understanding of their reasons for doing so. Provide each such client's in-house counsel's (or, if none, CEO's) name, address, telephone number, and e-mail address.
- (h) How does your Firm identify and manage conflicts of interest?
- (i) Within the past five years, has your Firm, or a partner or attorney in your Firm, been involved in litigation or other legal proceedings relating to provision of legal services? If so, provide an explanation and indicate the current status or disposition.

## 6.0 QUALIFICATIONS OF RESPONDENTS

All respondents shall have sufficient qualified attorneys, paralegals and other personnel resources to provide the legal services required, as articulated above in Section 2.0. Please include a statement that details the names, bar numbers, resumes, and relevant expertise of attorneys for the work required under this RFP. Please also submit a statement listing the proposed hourly rates for each attorney referenced in your Firm's response to this RFP.

## **7.0 CONFLICTS OF INTEREST**

Provide information on whether your Firm represents any interests that may constitute a conflict of interest in your representation of the City of Los Angeles, the Retirement Plans, the Port of Los Angeles, Los Angeles World Airports, LADWP, the Community Redevelopment Agency ("CRA"), the Housing Authority of the City of Los Angeles, the Community Development Department ("CDD"), or any other City agency or affiliated entity. Outside Counsel understands and agrees that it shall not apply for, accept or enter into any contract with any City department or office for any non-outside counsel legal services for the duration of this or any other outside counsel contract with the City, unless Outside Counsel first obtains the written approval of the Chief Deputy of the Office of the City Attorney. This is in addition to the approval by the City awarding authority of the non-outside counsel legal services contract.

Outside Counsel understands and agrees that Outside Counsel may not pay or receive, or agree to pay or receive, any referral fees, remuneration, reciprocal referral or anything else of value as a result of or related to the matters on which Outside Counsel is engaged by the City, other than the fees and costs paid by the City for Outside Counsel's services in these matters. Outside Counsel understands and agrees that no City employee may solicit, agree to accept or receive any referral fees, remuneration or other item of value related to any services rendered to the City, any claim or other matter brought or filed against the City or any settlement, resolution, verdict, or other disposition by or against City. Outside Counsel immediately shall report any such solicitation, agreement or receipt to the City Attorney and to the City Ethics Commission.

## **8.0 LOCAL BUSINESS PREFERENCE PROGRAM**

Proposers are advised that any proposal submitted and or contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.47, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions. Proposers shall refer to Part B, Attachment 7, "Local Business Preference Program" for further information regarding the requirements and application of the Ordinance.

If applicable, proposers may choose to complete and upload the Local Business Certification Affidavit of Eligibility available on [www.RAMPLA.org](http://www.RAMPLA.org) prior to the Proposal Submission Deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFQ due date will be made eligible for additional points that can be awarded under the ordinance. Proposers seeking additional information regarding the requirements of the Local Business Preference Program Ordinance may visit the Bureau of Contract Administration's web site at <https://bca.lacity.gov/BIS-Program-and-Local-Business-Preference>

## **9.0 GENERAL CITY RESERVATIONS**

- A. City reserves the right to verify the information in the response.
- B. If a Firm knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP, the City reserves the right to terminate that contract.
- C. Submission of a response to this RFP shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of one hundred and twenty (120) days from the date set for receipt of responses. Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
- D. Late responses will not be considered. The City, in its sole discretion, reserves the right to determine the timeliness of all responses submitted.
- E. The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- F. The City reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all Responses. The City makes no representation that any contract will be awarded to any Firm responding to this RFP. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended. Each Proposer must send an E-mail address to [anne.haley@lacity.org](mailto:anne.haley@lacity.org) as soon as possible, so that the City Attorney may

- contact Proposer if necessary to amend this RFP or for any other reason. Failure to provide such an E-mail address will preclude City Attorney's ability to contact the Proposer, but will not excuse the Proposer from being required to comply with any amendments. The City would not, in that case, be liable for the Proposer's failure to receive such notice and any resultant non-responsiveness or noncompliance on your part. If a Proposer does not have an E-mail address, please provide a postal address for this purpose.
- G. A Proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the Proposer, must be submitted to the City Attorney's Office at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time prior to the specified submission deadline.
  - H. All costs of response preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation and/or submission of the response.
  - I. Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP requirements are not desired.
  - J. The response must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
  - K. Responses shall be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.
  - L. A Firm will not be recommended for a contract award, regardless of the merits of the response submitted, if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.
  - M. The City reserves the right to retain all responses submitted and the responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the responses submitted in response to this RFP. All responses received by the City will be considered public records subject to disclosure under the Public Records Act. (California Government Code Section 7920 et seq.) Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of Proposer's right to exemption from disclosure.

- N. Upon completion of all work under this contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of this contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City agency. Copies made for the contractor's records shall not be furnished to others without written authorization from the City Attorney.
- O. Any contract awarded pursuant to this RFP is subject to the Contractor Evaluation Ordinance, Los Angeles Administrative Code Section 10.39, which requires awarding authorities to evaluate contractor's performance and retain such evaluative information in a data bank for future reference.
- P. The contract awarded from this RFP is expected to begin as soon as the selection process is complete and last up to three years.
- Q. The City may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those Proposers within a competitive range. Proposals should be submitted on the most favorable terms the Proposer can provide.

#### **10.0 CLARIFICATION**

If additional information is needed to interpret the substance of this RFP, written questions shall be submitted to Deputy City Attorney Sean Torres at [sean.torres@lacity.org](mailto:sean.torres@lacity.org). All respondents shall have and provide an active e-mail address to receive responses to the questions.

#### **11.0 SIGNATURES AND DECLARATIONS**

Each proposal must be signed on behalf of the Proposer by an officer authorized to bind the Proposer, and must include the following declaration:

“This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal, and the Proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.”

#### **12.0 INDEMNIFICATION**

In addition to the insurance requirements, as set forth in this RFP, the Proposer must undertake and agree to defend, indemnify and hold harmless the City, its Departments and any and all of City's boards, officers, agents, employees, assigns

and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Proposer's employees and agents, or damage to or destruction of any property of either party hereto or of third persons, in any manner arising by reasons of or incident to the performance of the contract on the part of Proposer, its officers, directors, agents, servants, employees, contractors, whether or not contributed to by any act or omission of the City or any of the City's boards, officers, agents or employees.

### **13.0 EXPENSE, OWNERSHIP AND DISPOSITION**

City shall not be responsible in any manner for the costs associated with the submission of the proposals in response to this RFP. All proposals, including all drawings, plans, photos, and narrative material, shall become the property of the City upon receipt by City. City shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that City selects. City shall be free to use as its own, without payment of any kind or liability therefore, any idea, concept, scheme, technique, suggestion, or plan received during this proposal process.

### **14.0 ATTORNEY FEES**

If City shall be made a party to any litigation commenced by or against Proposer arising out of Proposer's operations and as a result of which Proposer is held liable, in whole or in part, by settlement, adjudication, or otherwise, then Proposer shall pay all costs and reasonable attorney fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

### **15.0 Bidder Contributions – City Charter Section 470(c)(12)**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.