

**PRIVILEGED MEMORANDUM FOR THE
POTENTIAL ENGAGEMENT OF COUNSEL**

TO: PROSPECTIVE COUNSEL

FROM: LOS ANGELES CITY ATTORNEY'S OFFICE

DATE: JANUARY 27, 2026

RE: REQUEST FOR PROPOSALS FOR LEGAL REPRESENTATION

1.0 PROPOSALS

The Los Angeles City Attorney's Office (the "City Attorney's Office") is soliciting proposals from qualified law firms ("proposers" or "firm") to assist the City Attorney's Office in providing legal services related to Los Angeles Charter Reform Commission's work relating to the Charter authority of the Los Angeles City Attorney.

Proposals must be submitted electronically to anne.haley@lacity.org, strefan.fauble@lacity.org, harit.trivedi@lacity.org and edwin.vargas@lacity.org no later than: **5:00 p.m. on February 13, 2026**. 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.

All forms referred to in this Request For Proposals (RFP) are available at: RAMPLA.org. You are required to register your firm at RAMPLA.org and complete the necessary contracting forms in order to be responsive to this RFP.

Questions regarding this RFP shall be submitted by e-mail and directed only to Assistant City Attorney Anne Haley at anne.haley@lacity.org .

2.0 SCOPE OF WORK

The Firm selected for this role will have experience in municipal governance so to advise on drafting charter language related to the Charter authority of the Office of City Attorney. Preferred experience includes a charter drafting background with other cities, or advising on city charter matters related to either the City of Los Angeles or comparable California cities. An active California law license in good standing is required.

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.

All proposals submitted will be reviewed by appropriate City Attorney staff and representatives of the Charter Reform Commission (CRC). Interviews may or may not be required of selected firms. Interviews are typically conducted in person at our offices, but may be conducted virtually, 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 1.7 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 Assistant City Attorney Anne Haley at 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 includes 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. Electronic signature is also acceptable.

5.2 Additional Information

1. 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.
2. 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.
3. Describe your firm's backup procedures in the event one or more attorneys assigned to this relationship leaves the firm.
4. Describe the relevant special services your firm provides, particularly those that may not be offered by other law firms.
5. 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 near future? Please describe.
6. 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?
7. 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.
8. How does your firm identify and manage conflicts of interest?
9. 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.

10. Describe any programs or practices in which your firm engages in the Diversity, Equity and Inclusion space.

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, the Los Angeles Department of Water and Power, 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 further 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 MANDATORY CITY REQUIREMENTS

Sections 8.1 through 8.13 describe mandatory requirements for contracting with the City of Los Angeles. Please access more detailed information and forms which must be completed by the proposer at the City's contracting website: RAMPLA.org.

8.1 City Contracts Held Within the Last Ten (10) Years:

Please list all of the City contracts held by the respondent within the past ten (10) years, In addition, please specify the following information:

- The City entity or department that administered the contract;
- The contract number;
- The dollar amount of the contract;
- Date and periods during which the contract was in effect; and
- A short description of the services provided.

8.2 Information on Business Locations and Workforce

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the Los Angeles City Council requires all City departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City (Council File No.92-0021). The following information is to be included in each proposal:

- The headquarters address or respondent's firm and the total number of people employed by the firm, regardless of work location;
- The percentage of the respondent's total work force employed within the City of Los Angeles and the percentage residing within the City; and
- The address of any branch offices located within the City of Los Angeles and the total number employed in each Los Angeles branch office. The percentage of the work force in each Los Angeles branch office that is employed within the City and the percentage residing within the City.

8.3 Statement of Non-Collusion

With each response, a statement shall be submitted and signed by the respondent under penalty of perjury that:

- The response is genuine, not a sham or collusive;
- The response is not made in the interest or on behalf of any person not named therein;

- The respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and
- The respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

8.4 Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) Program and Other Business Enterprise (OBE) Outreach Requirements

It is the policy of the City to provide Minority Business Enterprises, Women Business Enterprises, and Other Business Enterprises an equal opportunity to participate in the contractual process. All respondents are strongly encouraged to make an effort to include members of these groups in any subcontracting work to be performed if awarded the contract. Information regarding this policy can be found at the City Attorney Office website, identified above.

8.5 Non-Discrimination, Equal Employment Practices and Affirmative Action Policies

Respondent awarded a contract pursuant to the RFP must comply with the Nondiscrimination Policy, Equal Employment Practices and Affirmative Action Programs set forth in Section 10.8 et seq. of the Los Angeles Administrative Code. The respondent must sign and submit with the response a Nondiscrimination, Equal Employment Practices and Affirmative Action Certification Declaration, Composition of Total Work-force Report, and a signed version of one of the following affirmative action plans: a) the respondent's own affirmative action plan which meets all the requirements of the City's Affirmative Action Plan. If the respondent elects to submit its own plan, it must be submitted to the Office of Contract Compliance for approval. Respondents should refer to the City Attorney website identified above for additional information, forms and instructions.

8.6 Child Care Policy

It is the policy of the City of Los Angeles to encourage businesses to adopt childcare policies and practices. Consistent with this policy, all responses must contain a completed "Child Care Declaration Statement." Respondents should refer to the City Attorney website identified above for additional information, instructions and the certification.

8.7 Service Contract Worker Retention and Living Wage Ordinances

The Service Contract Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 et seq.) and the Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 et seq.) (collectively, the “Ordinances”) provide that all employers (except those specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, or certain recipients of city financial assistance, shall comply with provisions of said Ordinances. Respondents should refer to the City Attorney website identified above for further information regarding these Ordinances.

8.8 Equal Benefits Ordinance

Unless otherwise exempt, any contract award pursuant to the RFP is subject to the Equal Benefits Ordinance (Los Angeles Administrative Code Section 10.89.2.1 et seq.), which applies to contracts in excess of \$5,000.00 and requires that contractors provide the same benefits to domestic partners of employees that are provided to spouses or employees. Respondents must complete and return with their response, a Certification of Compliance Form and, if appropriate, the Reasonable Measures Certification or the Substantial Compliance Certification. Respondents should refer to the City Attorney website identified above to access these forms.

8.9 Insurance and Indemnification

If awarded a contract, the respondent will furnish the City evidence of insurance coverage as follows: \$1,000,000 for General liability; \$250,000 for Workers’ Compensation; and \$300,000 for Automobile Liability. The contractor will be required to indemnify the City in accordance with the provisions set forth in PSC-17 of the Standard Provisions for City Contracts. Details regarding insurance requirements are in the Standard Provisions for City Contracts, which may be accessed at the City Attorney website identified above. In addition, insurance forms which must be completed and approved by the City Attorney Insurance and Bonds Section prior to contract execution are also available at the website. These forms are for information only and do not need to be returned with the response.

8.10 Support Assignment Orders

Respondents are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.10, Child Support Assignment Orders. Respondents shall access the City Attorney website identified above for further information and

must submit it with the response the Certification with Child Support Obligations contained therein.

8.11 Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Contractor Responsibility Ordinance.

This Contractor Responsibility Ordinance requires that all respondents complete and return, with their response, the responsibility questionnaire for service contracts. This questionnaire, and additional information about the ordinance, may be accessed at the City Attorney website identified above. Failure to return the completed questionnaire may result in the response being deemed non-responsive. The Contractor Responsibility Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. Pursuant to the Contractor Responsibility Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Contractor Responsibility Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance.

8.12 Americans with Disabilities Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Respondents awarded a contract through this RFP must comply with the Americans with Disabilities Act and execute a certification regarding compliance with the Americans with Disabilities Act prior to the execution of a contract. For further information, respondents should refer to the website identified above (Standard Provisions for City Contracts).

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 edwin.vargas@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 6250 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 this RFP, written questions shall be submitted to anne.haley@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.

Bidders must submit CEC Form 50 and CEC Form 55 (available at RAMPLA.org) to the awarding authority at the same time the response is submitted. Form 55 requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their

principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.