

**PRIVILEGED MEMORANDUM FOR
POTENTIAL ENGAGEMENT OF COUNSEL**

TO: PROSPECTIVE COUNSEL

FROM: OFFICE OF THE LOS ANGELES CITY ATTORNEY

DATE: FEBRUARY 26, 2026

RE: REQUEST FOR PROPOSALS FOR LEGAL REPRESENTATION

1.0 PROPOSALS

The Office of the Los Angeles City Attorney (the “City Attorney’s Office”) is hereby soliciting proposals for qualified law firms (“proposers” or “firms”) to assist the City Attorney’s Office in providing legal services related to claims against the City filed by former Los Angeles Fire Department (LAFD) Chief Kristin Crowley (Claim Nos. C26-03993 and C26-07019) and litigation related thereto.

Proposals must be submitted electronically to kathleen.kenealy@lacity.org, anne.haley@lacity.org, and edwin.vargas@lacity.org no later than: **5:00 p.m. on Monday, March 16, 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 via e-mail at anne.haley@lacity.org.

2.0 SCOPE OF WORK

The Firm(s) selected for this role will assist the City Attorney’s Office as requested with reviewing, negotiating, and providing legal advice and representation for the City regarding claims made and litigation matters relating to former LAFD Chief Kristin Crowley as described in Section 1.0 and in providing general advice as requested pertaining to same.

3.0 EVALUATION CRITERIA

The selection of the firm or firms will be based on the experience and capability of the firm(s) to provide the services described above. In particular, the firm's experience in handling municipal and employment law, civil litigation and defamation and first amendment litigation will be considered.

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 remotely by video or telephone, 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 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.

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 representation.
- (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 called for in this RFP to any other public sector clients?
- (g) How does your firm identify and manage conflicts of interest?
- (h) 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 for the employees of the City of Los Angeles or any of its departments, the Port of Los Angeles, Los Angeles World Airports, the Los Angeles Department of Water and Power, the Housing Authority of the City of Los Angeles, 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 City Attorney or a Chief Deputy of the Office of the Los Angeles City Attorney. This is in addition to the approval by the City awarding authority of the non-outside counsel legal services contract.

Outside Counsel may not, directly or indirectly, pay or receive, or agree to pay or receive, any referral fees, remuneration, reciprocal referral or anything else of value to any City employee or if as a result of or related to the matters on which Outside Counsel is engaged by the City, to any person or entity, in each case, 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, directly or indirectly, solicit, agree to accept or receive any referral fees, remuneration or other item of value from Outside Counsel or, if 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, from any other person. 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 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> under the ordinance.

9.0 GENERAL CITY RESERVATIONS

- A. The 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 and to take any other appropriate action. 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 and to take any other appropriate action.
- 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 or incomplete responses may be deemed ineligible by the City Attorney. 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 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 submission of the 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. 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.
- J. 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 the proposer's right to exemption from disclosure.
- K. 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 Outside Counsel's records shall not be furnished to others without prior written authorization from the City Attorney.

- L. 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.
- M. The contract awarded from this RFP is expected to begin as soon as the selection process is complete and last up to five years.
- N. 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 EXPENSE, OWNERSHIP AND DISPOSITION

The 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. The 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.

13.0 ATTORNEY FEES

If the City is 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.

14.0 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, twelve (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.