



## CITY OF DEL MAR, CALIFORNIA

### REQUEST FOR QUALIFICATIONS No. 2025-08

#### CONTRACT CITY ATTORNEY SERVICES

##### I. INTRODUCTION

###### A. *General Information*

The City of Del Mar ("City") is seeking Statements of Qualifications (SOQ/proposals) from qualified attorneys and/or legal firms to provide municipal legal services to the City as its designated contract "City Attorney". The focus of this solicitation is to engage the services of an outside City Attorney to oversee and manage the legal affairs of the City and ensure the policies, procedures, and activities of the City are carried out in compliance with all applicable laws and regulations. The City Attorney reports directly to the City Council.

###### B. *About the City*

Incorporated in 1959, the City of Del Mar is a Charter Law City with a Council-Manager form of government. The Del Mar City Council consists of five at-large seats (currently only four members due to a Council vacancy), one of whom is chosen on a rotating annual basis to serve a one-year term as mayor.

Del Mar is located just 20 minutes north of downtown San Diego on the southern California coast. Approximately 3,900 residents call this 2.2 square mile city their home. The famed horse racing and annual County Fair that take place at the Del Mar Fairgrounds and over two miles of white sandy beaches make Del Mar an inviting tourist destination for upwards of 3 million visitors annually. Residents and visitors enjoy excellent weather and a variety of outdoor activities at the City's parks and Downtown Village.

A wide range of services are provided by the City, through departments that include Administrative Services, City Manager, Community Services, Fire Services, Planning & Community Development, and Public Works. The City currently has eight Council appointed advisory committees and two quasi-judicial bodies including the Planning Commission and Design Review Board. The City Attorney or their designated staff attends City Council and Planning Commission meetings.

The City employs approximately 66 full-time employees and 44 part-time employees. The City's total budget for the Fiscal Year 2025-2026 is \$48.4 million. The Fiscal Year 2025-2026 budget for legal services is \$316,000, which is based on general retainer costs. Legal services beyond the base services provided under the general retainer

are billed separately, along with costs for special projects and claims/litigation. Annual budget documents and prior year Annual Comprehensive Financial Reports are available online via the City’s website: <https://www.delmar.ca.us/132/Budget-Financial-Reports>.

**C. Inquiries**

Questions and inquiries regarding this RFQ must be received by 4:30 p.m. PST on **Friday, November 14, 2025**, and directed in writing by email to Ashlea Houston, Management Analyst, at [ahouston@delmar.ca.us](mailto:ahouston@delmar.ca.us). All inquiries must reference “RFQ 2025-08 Contract City Attorney Services” in the title or subject line. Questions and inquiries submitted over the telephone will not be accepted.

**D. Submittal Requirements**

Proposals are due on or before **Friday, December 5, 2025**, no later than 4:30 p.m. PST. Your proposal should be submitted via email to Ashlea Houston, Management Analyst, at [ahouston@delmar.ca.us](mailto:ahouston@delmar.ca.us). The submittal must reference “RFQ 2025-08 Contract City Attorney Services” in the title or subject line. Facsimile submittals will not be accepted.

**II. ANTICIPATED TIMELINE**

Anticipated timeline for RFQ process is outlined below and is subject to change without notice:

Action	Tentative Timeline/Deadline
Issue Notice of RFQ	Wednesday, November 5, 2025
Questions Due from Respondents	Friday, November 14, 2025 (4:30 PM)
City Responses to Questions Posted	Friday, November 21, 2025 (4:30 PM)
<b>Deadline to Submit Proposals</b>	Friday, December 5, 2025 (4:30 PM)
Review of Proposals Received	Monday, December 8, 2025 - Friday, December 19, 2025
Interviews	Week of January 5, 2025
City Council Award of Agreement	February 2025

**III. SCOPE OF SERVICES**

**A. Essential Attributes and Qualifications**

The City Council and City administration expect the City Attorney to be service-oriented, actively involved in the business of the City, creative in finding solutions and pro-active in helping City officials and staff avoid legal pitfalls, as well as having experience and expertise in the following areas:

1. Land Use, Planning and Development Regulations, CEQA, NEPA, code enforcement, California Coastal Act, NPDES, and Regional Water Quality Board issues

2. Affordable Housing
3. Zoning, Development processes, Building and Housing Codes
4. Municipal Corporations in California
5. Rules of public meetings, decorum, open meeting laws, Brown Act, Conflict of Interest (AB 1234), Political Reform Act, Public Records Act, due process and other legal requirements imposed by statute and common law
6. Ethics
7. Elections
8. Public Personnel, employee discipline, labor relations, Fair Labor Standards Act (FLSA)
9. Taxes and fees, Proposition 218, assessments, franchise agreements
10. Contracting Law, contracts and transactions
11. Construction Law, claims, public contracting requirements
12. Laws pertaining to Public Utilities (water, sewer and clean water)

Additional requirements include the following:

- a) It is expected that there will be one individual designated to serve as the City Attorney from within the chosen firm. For the purpose of this RFQ, a “firm” is defined as a firm or a sole proprietor. The City Attorney will be the primary contact except when unavailable due to vacation or illness. The designated individual must have a college degree, a law degree (J.D.) from a law school accredited by the American Bar Association and must be a licensed and active member of the California State Bar.
- b) Both the firm representing this RFQ, and the individual proposed to serve as the City Attorney must describe the circumstances surrounding any malpractice lawsuit or legal services contract termination during the past five (5) years.
- c) The City Attorney must have served as a City Attorney for at least five (5) years in a California municipality or as a Deputy City Attorney for a minimum of seven (7) years.
- d) The City Attorney must be able to demonstrate an on-going commitment to receive training on contemporary issues affecting local government.
- e) The City Attorney must be an articulate, decisive, and highly motivated leader who possesses excellent political acumen and awareness.
- f) Written and oral communications by the City Attorney must be clear, concise, well-organized and intelligently explain legal concepts to different levels of audiences in a clear and direct manner.
- g) The City Attorney shares the vision of the Council and community, and can advocate, articulate and implement that vision. The City Attorney must be able to blend innovation and

creativity, think outside the box, acknowledge the challenges of the City and address those challenges in a strategic manner.

h) Both the firm responding to this RFQ, and the individual proposed to serve as the City Attorney must demonstrate the capacity to effectively deal with any existing or future time commitment conflicts.

i) The firm responding to this RFQ must provide evidence, if selected, of Commercial General Liability (\$1,000,000 per occurrence and \$2,000,000 annual aggregate), Commercial Automobile Liability (\$300,000 per occurrence), Workers' Compensation (\$1,000,000 minimum employers' liability coverage) and Consulting Liability (Errors and Omission) (\$1,000,000 per claim and \$2,000,000 annual aggregate) coverage in force and acceptable to the City.

### **A. Scope of Services Requested**

The City Attorney shall provide the following services to the City:

1. Represent and advise the City Council and all City Officers in all matters of law pertaining to their offices.
2. Keep the City Council informed of legislation or judicial opinions that have potential impact to the City.
3. Represent the City before other governmental bodies and agencies to promote the interests of the City.
4. Oversee and manage the legal affairs of the City and to ensure the policies, programs, and activities of the City and its employees and agents are carried out in compliance with all applicable law and that the best interests of the City are otherwise protected to the fullest extent possible.
5. Attendance at City Council (open and closed sessions) and Planning Commission meetings are expected.
6. Attend Executive Team meetings or other City meetings at the request of the City Manager.
7. Be promptly available in person and/or by telephone, e-mail or other forms of electronic consultation and render written opinions on given issues related to City business in a timely manner. Same day response for items designated as urgent is expected.
8. Approve the form and content of all performance bonds, insurance certificates and like documents tendered to the City.
9. Prepare/review all Ordinances, Resolutions, Contracts, Memorandums with Public Agencies, Deeds, Leases, Staff Reports, and all other legal documents as requested by the City Council, City Manager or staff designee. Review of routine items is generally expected to be completed within five (5) to seven (7) business days of submittals. For more complex items, the City Attorney is expected to provide regular reports to the City Council, City Manager, or staff designee on the status of completion and anticipated completion dates.

10. Provide recommendation and advice when requested by the City Council or City Manager pertaining to the retention of and employment of outside special counsel in complex and important cases in which the City may be involved.
11. Coordinate with City Manager or designee for the management of services and costs of all outside legal counsel within budgetary limits as approved by the City Council.
12. Perform legal work pertaining to land use issues including but not limited to property acquisitions, property disposals, public improvements, economic revitalization, easements, dedications, and right-of-way vacations.
13. Review Environmental Impact Reports/Environmental Impact Statements for adequacy with CEQA and NEPA.
14. Provide consultation on claims and complaints by or against the City and prepare civil cases and act as trial counsel, as requested by City Manager or designee, and make recommendations to the City Council in consultation with the City Manager.
15. Aid with the City's Administrative Services Department electronic and digital records for the California Public Records Act (PRA). A plan identifying how the City Attorney can assist with digital records for PRA's is desirable. E-Discovery and Legal Holds Software for use in gathering records is highly desirable, but not mandatory.
16. Review citations for violations of City ordinances in accordance with criminal/civil law and procedures, prepare and try infractions, misdemeanors, and ordinance violations as required and requested by the City Council, City Manager or designee.
17. Assist the City in enforcing codes, zoning regulations, and building standards through administrative and judicial actions.
18. Provide conflict of interest assistance to City Council and staff and assist members and staff in seeking advice from the Fair Political Practices Commission.
19. Be available on agenda meeting day to provide full range of normal City Attorney services to City Manager, staff, and the City Council.
20. Quarterly Reports. To keep the Council and City Manager informed of the status of litigation involving the City, the City Attorney will submit a quarterly status report briefly outlining the status of each litigation matter, including code enforcement litigation matters. The City Attorney shall advise City Council and City Manager of significant developments in litigation involving the City as they occur. The status report shall be submitted between the first and fifteenth of the following months (April, July, October and January).
21. Provide advice regarding responses to media requests related to litigation or anticipated litigation matters when requested.
22. Provide written legal opinions and advise the City Council and management staff on legal matters pertaining to City operations.
23. Maintain legal files and provide the City Clerk copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.

24. The City may propose additional tasks as deemed necessary.

#### **IV. PROPOSAL FORMAT AND REQUIREMENTS**

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the proposer. To be considered, proposals/SOQs submitted in response to this RFQ need to include the following content:

**1. Title Page**

The title page must show the RFQ number and subject, name of the firm, local address, telephone number; name, title, and email address of contact person; and date of proposal submission.

**2. Letter of Transmittal**

The letter of transmittal must be signed by an authorized representative of the firm or the individual committing to provide the legal services described above, include a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualification. The letter must be no more than two (2) pages in length.

**3. Table of Contents**

Include a clear and complete identification of the materials submitted by section and page number.

**4. Qualifications and Experience**

The following information must be included to demonstrate qualifications and experience:

- An understanding of the work to be performed and why the firm believes itself to be the best qualified to perform the services requested.
- Number of years the firm has been in business.
- Description of the firm's experience providing the services listed above, examples of municipal projects that the firm worked on, and the outcomes of these projects/services.
- Anticipated organizational structure, core team that will be performing services, and brief summary of the qualifications and experience of each team member, including length of service with the firm and resume. All resumes must include the State Bar license number of each individual. Also include an organization chart of senior and middle management.
- Provide the name, phone number and email address for the professionals that are anticipated to manage the requested services directly to the City.
- Provide name, title, and contact information for the authorized contract signer.
- Provide location and office(s) that would serve the City of Del Mar.

**5. Service Delivery and Quality Control**

Describe the following components of service delivery:

- Policies and procedures for assuring high quality work.
- Procedures for ensuring the City Council and City Manager are informed of the status of litigation, legal developments, and other legal matters.
- Methods of tracking and managing legal costs.
- Suggested process for transmittal of requests and other material to City Attorney.
- Methods of communication with the City.
- Response time to inquiries made by the City Council and/or City Manager.

**6. Conflict of Interest**

Consultant is required to issue a brief statement disclosing potentially conflicting interests, including any litigation involving the firm or firm's personnel which is adverse to the City; and the listing of services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

**7. Client References**

List a minimum of five (5) references from California municipalities or other public sector clients for services provided by your firm. For each reference listed provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name, email, and telephone number of the responsible person within the reference's organization. An emphasis should be placed on key clients for which legal services have been provided in the past ten (10) years for public agencies located in similar communities in Southern California. The City reserves the right to contact any or all the listed references regarding the services performed.

**8. Cost and Fee Structure**

Provide a detailed cost description and fee schedule for all applicable services, including all anticipated reimbursement costs. Distinguish between general services covered by the retainer and special services covered by the hourly rates. Include a description of the proposed fee schedule (*retainer, hourly rate, expenses*) and what services would and would not be included in the monthly retainer. Please provide an hourly rate for each individual expected to work for the City under this arrangement, as well as a rate for specified legal services beyond the base monthly retainer.

Please describe the firm's billing practices and describe the standard format of a bill for services rendered.

Consultants shall expressly state the proposed fees are valid for an initial three-year (3) period, and/or specify the requested annual fee increases for the duration of the Agreement. Typically, the City will not consider annual increases of more than 3% or the San Diego Area Consumer Price Index (CPI), whichever is lower.

**9. Acceptance of RFQ Addendums**

Proposing firm must expressly acknowledge review and acceptance of all addendums to the RFQ if any are issued before the close of the RFQ solicitation period.

**10. Other Information**

Respondents are invited to submit other optional information believed to be relevant to the selection process.

**V. EVALUATION CRITERIA**

Selection of the firm to provide contract City Attorney services shall be generally based on the information provided by in response to the RFQ and any subsequent interviews that may be conducted. Respondent interviews will be held solely at the option and discretion of the City. At a minimum, proposals and firm selection will be evaluated based on the following criteria:

- A. Experience and history of the firm in providing the services identified in this RFQ.
- B. The character, integrity, reputation, judgment, experience, communication skills, and

- efficiency of the proposing firm and assigned staff members.
- C. The quality of performance on previous contracts or services.
  - D. Experience in meeting the needs of other governmental organizations that utilize similar services.
  - E. Understanding of municipal government issues and municipal law.
  - F. Experience and familiarity with State of California land use and zoning law.
  - G. The ability, capacity, skills, and financial resources to provide the required service promptly and in a manner that permits the City Council, City Manager and staff to meet established deadlines and operate in an effective and efficient manner.
  - H. The degree of completeness of response to the specific requirements of this RFQ.
  - I. The cost of the services to be provided.
  - J. Other evaluation criteria described or included by reference in the solicitation.

## **VI. TERMS AND CONDITIONS**

### **A. *Reserved Rights by the City***

The rights reserved by the City includes, but are not limited to, the following:

- The City reserves the right to select, and subsequently recommend for award the firm(s) that best meets the needs of the City.
- The City reserves the right to require further documentation or information prior to entering into an agreement for services.
- The City reserves the right to conduct interviews or require oral presentations of any or all responsive firms. The City does not guarantee that an interview or an opportunity to demonstrate services will take place.
- The City reserves the right to reject any or all submittals. The City further reserves the right to waive technicality and formalities in submittals, as well as to accept in whole or part such submittals where it is deemed in the best interest of the City.
- The City reserves the right to amend, alter, or revoke this RFQ at or before the due date and time of proposal. Any modifications, clarification, or additions will be posted on the City's website as an addendum.
- Under the City's best value evaluation method, the responsive firm with the lowest rates may not necessarily be awarded this contract.

### **B. *Proposal Withdrawal***

Respondents may modify or withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time of proposals. Such requests should be directed to Ashlea Houston at [ahouston@delmar.ca.us](mailto:ahouston@delmar.ca.us).

### **C. *Business License***

Prior to the start of the Agreement, the selected firm shall obtain a City of Del Mar Business License.

### **D. *Conflict of Interest***

Due to the nature of provided services, the selected Consultant's personnel directly involved in the work with the City will be required to file Fair Political Practices Commission Statement of Economic Interests (Form 700) upon commencement of the agreement and annually.

### **E. *Incurred Costs***

The City of Del Mar is not liable for any costs incurred by a respondent in the preparation

and/or presentation of their proposals.

**F. Equal Opportunity**

The City of Del Mar requires all proposers to comply with equal opportunity policies. Del Mar's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, sexual orientation, marital status, disability, medical condition, genetic disability, military or veteran status, or political affiliation.

**G. Public Information**

All materials received relative to this RFQ will become public information and be available for public inspection. Any information deemed confidential or proprietary should be clearly identified by the respondent as such. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive. Firms submitting proposals which contain information deemed to be proprietary, may submit that information separately under closed cover so designated and clearly identified. Pricing information may not be so submitted and is non-privileged.

**H. Inaccuracies or Misinterpretations**

If, in the course of the RFQ process or in the administration of a resulting contract, the City determines that a respondent has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, the respondent may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

**I. Assignment of Rights or Obligations**

Except as noted hereunder, a successful respondent may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of each City.

**J. Representations**

No representations or guarantees of any kind, made orally, expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents including addendums. Respondents must rely solely on their own independent assessment as the basis for the submission of any offer made.