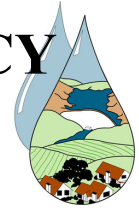


# SOLANO COUNTY WATER AGENCY



## REQUEST FOR PROPOSALS

To Provide

## GENERAL COUNSEL LEGAL SERVICES

### SUBMIT PROPOSALS TO:

#### SOLANO COUNTY WATER

Attention: Chris Lee, General Manager  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

**SUBMISSIONS DUE:** August 30, 2023, by 12:00 pm

**ISSUED:** July 17, 2023

For additional information, contact Chris Lee at 707-455-1105 or [clee@scwa2.com](mailto:clee@scwa2.com)



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## **I. Request for Proposals**

The Solano County Water Agency has issued a Request for Proposals (RFP) and invites multi-disciplinary law firms and individuals with qualifications and experience representing public agencies to submit proposals to serve as General Counsel for the Agency; provide general counsel legal services; represent the Agency in legal proceedings; and, as determined necessary, manage the engagement and coordination of Special Counsel.

General Counsel will enter into a contract with the Agency establishing the terms and compensation for the subject services and will report directly to and serve at the pleasure of the Board of Directors.

The RFP does not obligate the Agency to award an Agreement.

## **II. Introduction**

The Solano County Water Agency (Agency) is a local government agency that was formed in 1951 by an Act of the State Legislature. The Agency is a wholesale water supply providing untreated water to cities and agricultural agencies in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. Moreover, the Agency performs management actions in flood, stream, groundwater, water conservation, and habitat conservation county-wide.

The Agency's Board of Directors is comprised of 15 members; the seven Mayors and five County Supervisors of Solano County, and three Board members from irrigation/reclamations Districts that receive water from the Agency.

### Contractual Relationships

The Agency has contractual relationships with various entities which shall be considered in the proposed scope of General Counsel services and determination of potential conflicts of interest. A summary list provided below are for complex agreements to help Respondents identify the scope of services required to assist the Agency with contract development and negotiations.

Contracts can be made available upon request for review and consideration by proposers.

### Master Water Supply Contracts

1. U.S. Bureau of Reclamation, Solano Project Water Supply Contract, contract expires February 2024.
2. State of California, Department of Water Resources, State Water Project-NBA Water Supply Contract, contract expires 2035.

### Operations and Maintenance Agreements

1. Solano Irrigation District: Operations and Maintenance of the Solano Project; evergreen contract.
2. Solano County Transportation Department: Operations and Maintenance of Ulatis Flood Control Project and Green Valle Flood Control Project; evergreen contract.

### Untreated Water Supply Agreements (either Solano Project or State Water Project water or both depending on entity)

1. City of Benicia, evergreen contract.
2. City of Fairfield, evergreen contract.
3. City of Rio Vista, evergreen contract.
4. City of Suisun City, evergreen contract.
5. City of Vacaville, evergreen contract.
6. City of Vallejo, evergreen contract.
7. Maine Prairie Water District, evergreen contract.
8. Solano Irrigation District, evergreen contract.
9. UC Davis, evergreen contract.
10. California State Prison-Solano, evergreen contract.

### Litigation Matters

1. *City of Vallejo V. California Department of Water Resources*; Status, concluded.
2. *Napa County Flood Control and Water Conservation District; Solano County Water Agency; and City of Yuba City V. California Department of Water Resources*; Status, continuing.
3. *Friends of Putah Creek V. Solano County Water Agency*; Status, continuing.

Additional information about the 's activities and relationships can be found at:

<https://www.scwa2.com/about-us>

### **III. Nature of Services Required**

The qualified firm is required to perform and complete the work and provide the services as set forth in Exhibit A of this RFP.

### **IV. General Proposal Information**

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their proposals.
2. All proposals submitted will become the property of the Agency.

3. Respondent may modify or amend its proposal only if the Agency received the amendment prior to the deadline stated herein for receiving Proposals.
4. A Proposal may be considered non-responsive if conditional, incomplete, or it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
5. Proposal Validity-Proposals must be valid for a period of at least 120 days from the closing date and time of this solicitation.
6. Pre-Contractual Expenses-The Agency shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation, submitting the Proposal to the Agency, negotiating with the Agency on any matter related to the Proposal, and any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.
7. Right to Audit-Following execution of an Agreement and for a period of three (3) years following the completion of services, the Agency will have the right to audit the successful Respondent's (Awardee) invoices and all supporting documentation generated in performance of services under the agreement.
8. Confidentiality-Confidentiality of Proposals is subject to the following:
  - The Agency is subject the Public Records Act, California Government Code Section 6250 et. Seq. As such, all required submittal information is subject to disclosure to the general public.
  - Respondent may provide supplemental information exempt from public disclosure under Government Code Section 6254, including "trade secrets" under Evidence Code Section 1060. Such supplemental information shall not be material to the required submittal inform and the Agency shall under no obligation to consider such supplemental information in its evaluation.
9. The Agency reserves the right to:
  - Reject any or all Proposals;
  - Select the Proposal most advantageous to the Agency;
  - Verify all information submitted in the Proposal;

- Withdraw this solicitation at any time without prior notice and furthermore, makes no representation that any Agreement will be awarded to any Respondent responding to this solicitation;
- Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the Agency may deem to be in its best interests;
- Negotiate the final Agreement with any Respondent(s) as necessary to serve the best interests of the Agency;
- Amend this solicitation;
- Amend the first Agreement to incorporate necessary attachments and exhibits or to reflect negotiations between the Agency and the successful Respondent.

## V. Anticipated Schedule

The Agency has made every effort to include sufficient information within this RFP for a Respondent to prepare a responsive and comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of the Agency, but is anticipated as follows:

	<b>Activity</b>	<b>Date</b>
a)	RFP Issued	July 17, 2023
b)	Last day for Respondent comments/questions	August 21, 2023, 12:00-PM
c)	Proposal Submittal Deadline	August 30, 2023, 5:00-PM
d)	Interviews Scheduled	September 6-7, 2023
e)	Selection of Top Firm	September 15, 2023
f)	Final Scope & Budget	September 26, 2023, 12:00-PM
g)	Contract Presented to Board of Directors	October 12, 2023
h)	Kick-off Meeting	TBD

## VI. Respondent Questions

Questions regarding any aspects of this solicitation should be submitted via email to [cle@scwa2.com](mailto:cle@scwa2.com). If any Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or attachments, the Respondent must notify the Agency no later than **August 21, 2023, by 5:00 pm**, as noted above.

The 's responses will be delivered in the form of an addendum to this solicitation and be emailed to those who communicate with the Agency in writing with interest in responding to this RFP.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all the Proposals submitted take

exactly the same exception(s). The Agency's consideration of any exception shall not, in any way, be construed as the Agency's intent to grant said exception. Exceptions will be evaluated on a case-by-case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of the Agency.

## **VII. Proposal Instructions**

The proposal should be divided into sections as outlined below:

### **A. Submittal**

1. Respondents shall submit Proposals either by emails to: [clee@scwa2.com](mailto:clee@scwa2.com), by U.S. mail or by hand deliver to:

Solano County Water  
Attention: Chris Lee, General Manager  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

2. Proposals are due **NO LATER THAN 12:00 PM Pacific Standard Time on August 30, 2023.**

### **B. Response Requirements**

1. The information requested below will be used to evaluate the Respondent's Proposal. Respondents may be deemed non-responsive if they do not respond to all Sections.
2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
3. Respondent's Proposal shall be clear, concise, accurate, and comprehensive. There is a 15-page limit for the Proposal response and any appendix materials will not go towards the page limit. **Excessive or irrelevant materials will not be favorably received.**
4. The Proposals shall be organized in separate sections in the order presented below:
  - a. Executive Summary Letter
  - b. Qualifications, Capabilities, and Experience
  - c. Key Personnel
  - d. Required Disclosures
  - e. Firm Approach

f. Proposed Fee Schedule

a) Executive Summary Letter

This letter shall be a brief formal letter from the Respondent that provides information regarding the firm and its ability to fulfil the requirements of this solicitation. This letter must include the following information: complete legal name (as it would appear in an Agreement), address, contact person, telephone number, and email address. This letter shall identify all materials and enclosures being forwarded in response to the solicitation.

b) Qualifications, Capabilities, and Experience

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein. In addition, the Respondent shall include the size of the Firm as to the number of clients, size of the Firm's staff, and the location of the administrative office.

The Respondent shall provide a list of major public agency clients represented by the firm during the last five (5) years in addition to providing a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar nature to the services requested herein. Respondent's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number.
- A description of the type and extent of the services provided by Respondent to the client.
- Names of key personnel on Respondent's team that participated in named projects and their specific responsibilities.

If selected, the Respondent may be requested to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Respondent must be prepared to substantiate all information provided. Respondent must indicate herein Respondent's willingness to provide this information.

c) Key Personnel

Respondent shall provide the names, resumes, and a statement of qualifications of key personnel who are expected to be assigned to provide services under this agreement



and shall identify their specific responsibilities.

Respondent shall submit a complete list of all subconsultants and Special Counsel they intend to utilize in the provision of services requested in this solicitation. The selected firm may not award or engage any outside consultant without the 's prior notification and approval.

d) Required Disclosures

The following questions must be answered as part of your proposal with respect to both the firm and the Primary/Lead Attorney:

1. To the extent they are reasonably foreseeable from the information in this RFP and the firm's knowledge of the Agency, do you have any actual or potential conflicts of interest or any arrangements or relationships, formal or informal, which may interfere with your ability to provide independent, unbiased advice to the Agency. Outline the manner in which such conflicts would be resolved, mitigated, or avoided. Describe the firm's ability to obtain conflict waivers from any current or former clients due to any reasonably foreseeable conflicts. If the firm would seek a conflict waiver from the Agency, please describe what the firm would ask the Agency to waive. Describe the firm's willingness to eliminate or significantly minimize conflicts and prioritize its representation of the Agency.
2. Have you been the subject of any regulatory or administrative enforcement action, or any investigation, in the past five years? If so, please explain.
3. Have you been suspended or debarred from performing legal work for any governmental agency, if so, please explain.
4. Are there any investigations, lawsuits, or administrative proceedings involving you that the Agency should be aware of in considering your capacity to represent the Agency. Please include any actions, past or current, concerning malpractice claims against you relating to your representation of government agencies.

e) Firm's Approach

1. Legal Needs and Issue Prioritization: Describe how the firm would prioritize the 's various legal needs and the various issues facing the Agency. Describe how the firm will identify and prioritize needed action(s) to address new or foreseeable legal risks.
2. Contractual Relationships, Litigation Matters, and Special Projects: Describe how the firm would guide, support, and assist throughout its various contractual relationships, matters of litigation, and special projects, including strategic planning, contract development and negotiations, engagement with regulatory agencies, and other anticipated efforts. Include anticipated use of Special Counsel and subconsultants. Provide generalized approach and

example process steps, timelines, major milestones, and key decision points. State assumptions, anticipated risks, and exclusions.

3. **Status and Issue Reporting:** Describe how the firm will keep the Agency informed about the status of legal matters. Describe the systems or mechanisms that would be established for monthly reporting and tracking of the status of issues, requests, and litigation. Describe the mechanisms the firm proposes to ensure client satisfaction and quality assurance.
4. **Communication Style:** Describe the firm's style and methods for communicating with clients. Describe how the firm would establish, develop and maintain an effective working relationship with the Board of Directors, General Manager, and designated staff. Describe the firm's style of participation in Board meetings and workshops.
5. **Legal Resource Coordination:** Describe how the firm would coordinate the 's legal resources and specifically address the firm's proposed interaction with, oversight of, and plan for coordinating special counsel resources. Describe how the firm would evaluate whether to use an attorney within the firm or recommend an attorney from another firm to handle a case, provide expert advice or provide other needed services.
6. **Plan for Transferring Institutional Knowledge:** Describe the process by which the firm would review past legal issues and current issues facing the Agency. Outline the firm's plan for obtaining the knowledge it needs to effectively represent the Agency. Explain if or how the firm will charge the Agency for obtaining this knowledge.
7. **Institutional Knowledge Continuity:** Describe how the firm would avoid concentration and limited transfer of institutional knowledge during its representation of the Agency. Specifically, address how its plans for institutional knowledge continuity, as it pertains to legal issues and services, would protect the Agency from the risks associated with the concentration of institutional knowledge in one or a few individuals.
8. **Succession Planning:** Describe the firm's plan to ensure adequate succession planning as it relates to the services it provides to the Agency. Please discuss the depth and strength of "the bench" proposed to serve the 's needs, and how the firm would handle an extended absence by the individual proposed to serve as the General Counsel to limit any impact to the Agency. Please name the individual on the proposed team who would serve as the General Counsel should the proposed General Counsel become temporarily or permanently unavailable.

f) **Fee Schedule**

1. At present, the Agency's average monthly use of General Counsel services is approximately 15 hours and varies between a low of 5 hours to a high of 50 hours. The following percentages are provided as guidance for estimating costs and level of effort supporting routine activities (excluding special projects):

Administrative Code	5%
Brown Act	2%
Claims	3%
Contract Administration	2%
General Matters	65%
Personnel Matters	20%
Resolutions	3%

2. Proposed Fee Structure and Cost: Proposals may include fixed fee, hourly, and hybrid fee structure proposals. More than one structure may be proposed.

Describe billing policies for time spent reviewing prior and existing legal matters, travel to and from meetings, and travel to other events or meetings requiring General Counsel attendance.

3. For cost comparison, provide an annual budget for services based on:

- i. An estimate of average monthly costs for 15 hours for routine services with specific cost and time allocated to each member of key personnel, support personnel, and other anticipated ancillary costs and reimbursable expenses. State cost assumptions, potential cost savings opportunities, and any exclusions.

4. Legal Cost Management: Describe how the firm tracks and manages legal costs so that the Agency's legal expenses are efficiently applied.

5. Administrative Processes: Describe the firm's practice in timekeeping on an hourly basis (e.g., minimum charge, segments of time billed-tenths of an hour or one quarter of an hour), notification of changes in billing rates, net terms of bills issued, etc. Propose a recommended work breakdown structure for tracking and categorization of actual costs to assist the 's management, control, and forecasting of costs for future annual budget proposals. Also, please discuss the firm's ability to customize its timekeeping and billing processes to allow the Agency to better understand its use of legal resources.

6. Other Charges: Please list and provide current rates for charges other than those based on time billed to clients (e.g., facsimiles, copying, court filing charges, computer research, secretarial overtime, word processing, etc.).

7. Professional Liability Insurance Coverage: Please provide the limits of the firm's professional liability insurance coverage

The Agency may accept and incorporate the submitted fee schedule as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms.

### **VIII. Selection Process**

Board members and other designated staff as directed by the Board of Directors, will review the proposals and consider the following factors to select the most qualified Respondent:

- Respondent Qualifications, Capabilities, and Experience
- Professional Qualifications of Key Personnel
- Required Disclosure
- Firm Approach
- Proposed Fee Schedule

Based on review of the proposals, a short list of Respondents may be selected to participate in an interview / presentation. Short-listed Respondents must be prepared to give their presentation from September 6-7, 2023. The interview / presentation will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The selection panel may ask questions about the Respondent's written Proposal and other issues regarding their proposed Scope of Services. Presentations will be evaluated, and a successful Respondent will be selected for recommendation of contract award. Contract award is subject to the approval of the Agency's Board of Directors.

By submitting responses to this solicitation, respondents understand and agree that the Agency may award a contract to a firm whose approach exceeds or varies from the requirements listed. The Agency will be the sole judge of which proposal best satisfies the needs of the Agency.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should represent the Respondent's most favorable terms and offering, since the selection and award may be made without discussion with any Respondent. If the Agency engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The Agency may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

**IX. Insurance Requirements**

A Sample Agreement has been attached (Exhibit B) for your review. This agreement is representative of the agreement that will be executed upon award to the successful Respondent. Submission of your proposal in response to this solicitation constitutes your acceptance of all terms and conditions set forth in this sample agreement.

The successful Respondent shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed. The successful Respondent shall provide the following coverage:

Commercial General Liability	\$2,000,000
Business Automobile Liability	\$2,000,000
Workers' Compensation	\$1,000,000
Professional Liability	\$2,000,000

Prior to the start of work, the successful Respondent shall provide evidence of insurance from an insurer(s) certifying to the coverage, including an endorsement naming the Agency as an additional insured.

**EXHIBITS:**

Exhibit A-Scope of Services/Minimum Qualifications

# EXHIBIT A

EXHIBIT A – SCOPE OF SERVICES / MINIMUM REQUIREMENTS

The Board of Directors of the Solano County Water Agency (hereinafter referred to as Agency) shall engage a law firm by contract to serve as primary agent responsible for the provision of general counsel services.

### **GENERAL EXPECTATIONS**

Duties should include the following:

1. The review of agendas and related consultation with Agency staff and members of the Board of Directors regarding the proper placement and/or description of business items on agendas;
2. Attendance, in-person, to meetings of the Agency and their duly appointed committees, for which attendance is requested by the General Manager/Board Chair, unless excused by the General Manager/Board Chair;
3. Preparation and approval as to legal form all resolutions, ordinances, and any other legal documents or matters which are referred for advice, review, or handling during the terms of this Agreement;
4. Preparation of all legal advice on behalf of the Agency to Board members, General Manager, and other designated departmental heads or personnel as directed by the General Manager;
5. Collaborate and coordinate with General Manager or their designee for the efficiency of creating, editing, revising and managing the 's Contracts, MOUs, Engagement Letters, Requests for Proposal (RFP), etc.
6. Review and evaluation of the need as well as the engagement, coordination, and supervision of activities of any special counsel retained by the Agency as requested. This will include financial management, including cost containment strategies; and administration of contracts that the Agency may execute with special legal counsel. Such administration shall include oversight services such as review of attorney invoices, coordination of special legal counsel's activities, and direction to special legal counsel regarding strategies and communication;
7. Providing conflict of interest assistance to the Board of Directors and General Manager on behalf of the Agency, and assist Board members and staff in seeking advice from the Fair Political Practices Commission;

8. Time spent reviewing, analyzing, redacting and/or developing a written response to any single California Public Records Act request (Gov. Code section 6250 et seq.);
9. Providing advice as it pertains to the general powers and duties assigned to the Agency and ensuring its operational compliance with all applicable federal, state, and local legislation, statutes, codes, and procedures. This includes, monitoring and applicability of pending state and federal legislation and regulations, and new case law, as appropriate; including and not limited to:
  - a. Ralph M. Brown Act;
  - b. Public Records Act;
  - c. Political Reform Act;
  - d. California Water Code; and
  - e. General Municipal Law.
10. Perform other related legal services as may be requested and provide recommendations and advice when requested by the 's General Manager and Board.
11. Make written or oral reports to the Board as necessary regarding the status of any legal actions in which the Agency may be involved.
12. Provide analysis of proposed and enacted legislation, published legal opinions and other matters that may have an impact on the operations of the Agency.
13. Represent the Agency in legal proceedings.
14. Respond to inquiries from the Agency within 24 hours of the initial contact and maintain reasonable availability to respond to events of an emergent nature that expose the Agency to serious potential legal liability.
15. Firm shall provide a monthly detail accounting of its efforts that describes the time, attorney and a brief description of the work performed with a summary page of the key areas reflecting the overall time and dollar. In addition, the Firm will provide a monthly written report to the Board of Directors to reflect its activity.



## **MINIMUM QUALIFICATIONS**

1. All attorneys performing services for the Agency on behalf of the firm must be admitted to practice in the State of California and be members in good standing with the State Bar of California.
2. The firm member with primary responsibility for the services provided to the Agency shall have at least 10 years' experience or comparable providing general counsel legal services for special districts, municipalities, or other local public agencies.
3. The firm shall have demonstrated legal expertise in the following areas:
  - a. Laws and regulations governing California Special Districts, including the California Government Code, Ralph M. Brown Act, Public Records Act, Political Reform Act, and General Public Sector Law.
  - b. Experience and knowledge of Public Contracting Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, contracting for and construction of public works and improvements.
  - c. Environmental law including: the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).
  - d. Contracts, including risk transfer provisions.
  - e. Preparation, review and adoption of ordinances and resolutions.
  - f. Real estate law, easements, rights-of-way, encroachments, permits, and other related agreements and negotiations.
  - g. Experience with Water Law and the California Voting Rights Act is preferred.
  - h. Law pertaining to water utility rate setting.
  - i. Experience and knowledge of Public Contracting Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, contracting and construction of public works and improvements.
  - j. Understanding of Federal and State Budgeting process whereby various funds are authorized and appropriated.
4. The Firm shall procure and maintain the insurance required, for the duration of the contract, to insure against claims for injuries to persons or damages to Agency property arising from or in connection with the performance of the work performed as set forth in Sample Agreement.
5. The Firm must be able to demonstrate their ability to provide the necessary legal services using a combination of online, video conference, telephone, and/or in-

person methods to provide legal assistance to the Agency.