



**CITY OF BOULDER, COLORADO
CITY ATTORNEY'S OFFICE**

**REQUEST FOR PROPOSALS
FOR LEGAL SERVICES**

ISSUE DATE: May 28, 2015

DUE DATE: June 11, 2015

CONTACT:

**Thomas A. Carr, City Attorney
Boulder City Attorney's Office
303-441-3020
carrt@bouldercolorado.gov**

**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSALS
LEGAL CONSULTING/PROFESSIONAL SERVICES
REPRESENTATION OF MOBILE HOME OWNERS**

The City of Boulder is seeking qualified attorneys to provide legal assistance to mobile home owners in the city. There are five mobile home parks in the City of Boulder. These parks provide an affordable housing option for individuals and families of moderate means.

Several homeowners have alleged that a park owner has harassed them or refused to comply with the provisions of the Colorado Mobile Home Park Act. The Boulder city manager has established a fund not to exceed \$20,000 to pay for legal services to assist mobile home owners to address harassment or potential violations of the Colorado Mobile Home Park Act.

This request is for legal counsel with experience in providing assistance to lower income individuals, particularly mobile home residents.

The proposals are for professional services in a specialized area of the law and the city manager has determined it is not advantageous to follow the city's formal competitive bidding procedures for selection of special legal counsel.

The original, three complete copies, and an electronic version of the proposal are required by 5:00 p.m. on Thursday, June 11, 2015. They may be mailed to:

Thomas A. Carr
City Attorney
P. O. Box 791
Boulder, CO 80306-0791

Or delivered to the City Attorney's Office:
1777 Broadway, Second Floor

The electronic version should be sent to:

carrt@bouldercolorado.gov

The City Attorney's Office is seeking proposals in preparation for litigation, and therefore considers proposals submitted by applicants to be confidential and exempt from the Colorado Open Records Act. In the event an agreement is entered into with one or more of the firms responding to this Request for Proposals, such agreement will be a public record of the city.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. The City Attorney shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

Project Scope

1. Consult with the mobile home residents regarding issues relating to harassment or violations of the Colorado Mobile Home Parks Act.
2. Meet with mobile home park management to resolve allegations of harassment or violations of the Colorado Mobile Home Parks Act.
3. Commence any litigation necessary to enforce the Colorado Mobile Home Parks Act. The attorney will be permitted to retain any attorneys fees recovered in such litigation. The city's funding is intended to provide funds to support mobile home owners.
4. Report monthly to the city attorney the following non-privileged, non-confidential information:
 - a. Number of mobile home park residents assisted.
 - b. Number of meetings with mobile home park owners.
 - c. Status of any litigation filed.

Base Proposal

The proposal shall contain and will be evaluated on the following:

- A cover letter describing the following:
- The firm and the individuals on the proposed project team, including relevant email addresses and telephone numbers;
- The project contact person, including complete contact information;
- Brief background experience, specific to this project, for the principal individuals who will work on this project.

Items to be Provided by the City.

The city of Boulder's participation will be limited to payment of \$20,000, which shall be deposited in the attorney's escrow account and disbursed to the attorney as fees are earned. The attorney will not have an attorney-client relationship with the City of Boulder.

RFP Coordinator

Upon release of this RFP, all communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Any oral communications will be considered unofficial and non-binding on the city. Firms should rely only on written statements issued by the RFP Coordinator.

Name: Thomas A. Carr
Address: City of Boulder
Telephone: 303.441.3020
E-mail: carrt@bouldercolorado.gov

Proposal Materials

For purposes of review, and in the interest of the city's Sustainable Paper Use Policy and sustainable business practices in general, the city encourages the use of submittal materials (i.e. copy paper, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The city discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever possible (if sheets are printed on both sides, it is considered to be two pages) and use 8½ x 11 paper. Color is acceptable, but content should not be lost by black-and-white printing or copying.

APPENDIX

LEGAL CONSULTING SERVICES AGREEMENT

1. **REPRESENTATION:** This Agreement (“Agreement”) is made to be effective the _____ day of June, 2015, by and between the City of Boulder (the “City”) and _____, Attorneys at Law, _____, Colorado (“Special Counsel”). Special Counsel shall residents of the City residing in mobile homes to address issues of harassment or violations of the Colorado Mobile Home Parks Act.

2. **QUALITY OF WORK:** Special Counsel is retained to assist city residents, in conformance with the Code of Professional Responsibility, to provide legal services and legal advice. The work may include representation in courts of law and administrative hearings, trial and hearing preparation, depositions, discovery, legal research, pretrial motions practice, document production, witness preparation, the preparation of agreements and legal documents and other legal services. The services of Special Counsel shall be carried out in accordance with all applicable laws, rules, regulations and ordinances as well as with the highest prevailing standard of skill and care normally exercised in the performance of work of a similar nature in the Denver metropolitan area. Special Counsel shall bear all costs of such compliance. Special Counsel shall be responsible for the professional quality, technical accuracy, and coordination of all services and deliverables furnished under this Agreement. Special Counsel shall, without additional compensation, correct or revise any errors or deficiencies in deliverable items prepared under this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

3. **PROJECT PLANNING AND MONITORING:** Special counsel will represent individual residents and not the city of Boulder. Special Counsel shall not disclose and confidential or privileged information to the city. Special Counsel agrees to provide periodic reports regarding the status of the project to the City Attorney in written form. Such reports shall include the number of residents represented, the number of meetings with park management and the status of any litigation. Special Counsel shall not be the custodian of any records of the City under the Colorado Open Records Act. C.R.S. 24-72-201, *et seq.*

5. **PAYMENT OF FEES:** Special Counsel shall be paid for professional and paraprofessional services rendered in the amount of \$20,000. Upon receipt, special counsel agrees to deposit these funds in a client escrow account and to withdraw funds only as earned through the provision of legal services.

6. **PAYMENT OF EXPENSES:** The city will not be responsible for any expenses.

7. **SCOPE OF PROFESSIONAL SERVICES:** Special Counsel is being retained to provide advice and representation to assist residents of mobile home parks in the city of Boulder.

The City and Special Counsel agree that Special Counsel will take all necessary and professionally prudent steps to enforce any claims or defenses in connection with the project.

8. **STATUS OF ATTORNEY:** The status of Special Counsel and all persons performing legal representation under this Agreement shall be that of an attorney licensed to practice law with

all qualifications necessary to practice in the state of Colorado. Special Counsel shall provide professional legal service under this Agreement as an independent contractor and neither Special Counsel, Special Counsel's agents, nor persons hired or employed by Special Counsel shall be considered employees or officers of the City for any purpose.

9. CONTACTS WITH MEDIA: Unless otherwise directed by the City Attorney in writing, all requests from the media or any other third party for comment on any work Special Counsel is performing for the City shall be referred to the City Attorney.

10. CHARTER AND ORDINANCE COMPLIANCE: This Agreement shall be subject to the provisions of the Charter of the City of Boulder and to all applicable provisions of the Boulder Revised Code, and any other applicable law, rule or regulation.

11. NONDISCRIMINATION: In connection with the performance of work under this Agreement, Special Counsel agrees not to discriminate in employment or in the promotion or demotion of employees, or to discriminate in matters of compensation, against any person otherwise qualified solely because of race, creed, color, sexual orientation, gender variance, genetic characteristics, marital status, religion, national origin, ancestry, age, or physical or mental disability. Special Counsel further agrees to insert the foregoing provision in all subcontracts into which Special Counsel may enter in furtherance of the project.

12. INSURANCE: Special Counsel shall maintain Professional Liability insurance.

13. HOLD HARMLESS: Special Counsel shall indemnify, defend, and hold harmless the City, its employees, and agents against any and all claims, damages, liability and court awards including costs, expenses and attorneys' fees, to the extent such claims are caused by a negligent act or omission of, or breach of contract by Special Counsel, its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by the City, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to Special Counsel.

14. TERMINATION: This Agreement shall terminate when:

- The parties agree in writing to terminate their relationship; or
- The City exercises its option to terminate this Agreement; or

The City has the right to terminate this Agreement at any time, with or without reason. If Special Counsel is discharged before all the services contemplated by this Agreement are completed, or the services are for any reason terminated, stopped or discontinued because of the inability of Special Counsel to provide them, Special Counsel shall be paid only for those services performed prior to termination.

Special Counsel shall have no claim of any kind against the City by reason of the termination of this Agreement or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described by this Agreement.

15. EXAMINATION OF RECORDS: For a period of time not to exceed three years after final payment under this Agreement, the City shall have the right to examine any directly

pertinent, non-privileged books, documents, papers and records of Special Counsel involving this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING: The City shall not be obligated under this Agreement to any party other than Special Counsel. Special Counsel understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City Attorney.

No assignment that is made by Special Counsel and no subcontract into which Special Counsel enters shall be construed to create a contractual relationship between the City and an assignee or subcontractor unless the City enters into a written agreement to the contrary. No subcontract or assignment entered into by Special Counsel shall relieve Special Counsel from full responsibility for the provision of legal services pursuant to this Agreement.

15. PROHIBITIONS ON PUBLIC CONTRACT FOR SERVICES: Special Counsel shall comply with the provisions of section 8-17.5-101, *et seq.*, C.R.S.

16. AGREEMENT MADE IN COLORADO: This Agreement shall be deemed to have been made in Colorado and shall be construed in accordance with the laws of the State of Colorado. Venue of any judicial proceedings shall be in the 20th Judicial District of Colorado.

17. FINAL APPROVAL: This Agreement shall not become effective or binding upon the City until fully executed by all signatories of the City of Boulder.

[name of law firm goes here]

By: _____

Title: _____

CITY OF BOULDER

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____