



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

FROM: David N. Carmany, City Manager

DATE: April 5, 2011

SUBJECT: Consideration of Award of Contract Appointing Leland C. Dolley as City Attorney. (if Required)

RECOMMENDATION:

Staff recommends that the City Council approve the subject contract appointing Lee Dolley as City Attorney.

FISCAL IMPACT:

The contract states payment for services at \$195 per hour. If vacant there would be sufficient salary savings due to the vacancy of the full-time City Attorney position to cover this cost.

BACKGROUND:

On March 29, 2011, the City Council placed the City Attorney on administrative leave. The City Manager then issued and broadly disseminated Request-For-Proposal #835 11, City Attorney Services, (copy attached) to provide the Council information on which to base a decision. Proposals are due April 15th.

Should the City Attorney position be vacant, a knowledgeable interim City Attorney could serve in that capacity. Until such time as the Council selects and appoints permanent representation, the Interim City Attorney would be assisted by previously retained legal counsel for various specialized city attorney services. These services include special counsel, labor, and workers compensation.

DISCUSSION:

Should the position of City Attorney become vacant, the City Manager recommends that the City Council retain Leland C. "Lee" Dolley, former partner of Burke, Williams Sorenson as the Interim City Attorney. As Interim City Attorney Mr. Dolley would not be a candidate for the permanent assignment. Lee Dolley is a Manhattan Beach resident who has more than 40 years of experience in the area of Municipal Law. He served as the City Attorney for the City of Lomita for 15 years, the City of El Segundo for 13 years and the City of Alhambra for 25 years. The City Manager has known Mr. Dolley professionally since 1981, and recommends him highly.

As Interim City Attorney Mr. Dolley could address any immediate legal representation, proceed with pending litigation and provide legal advice to City Council. The Interim City Attorney would remain in this position until the City Council appoints permanent representation.

CONCLUSION:

At this time, staff recommends that the City Council approve a contract appointing Leland C. Dolley as City Attorney, at an hourly rate of \$195 per hour. The contracted position would be for an Interim City Attorney whose primary responsibility would be representing the City in any current or pending litigation and to provide legal counsel to the City. The hours of this position would be determined on an as need basis.

ATTACHMENTS: Agreement for City Attorney Services
RFP 385-11
Draft Press Release

AGREEMENT FOR CITY ATTORNEY SERVICES

NAME

THIS AGREEMENT is entered into by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Leland C. Dolley, an individual and an attorney licensed by the state of California ("ATTORNEY")

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into on _____, 2011.
2. The CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California as a general law city. The CITY is in need of a knowledgeable lawyer to act as City Attorney on a temporary basis until the City appoints a permanent City Attorney.
3. ATTORNEY represents that he is knowledgeable in the field of public law and well qualified to undertake the duties of City Attorney on an interim basis.
4. The CITY and ATTORNEY desire to enter into an Agreement for legal services upon the terms and conditions herein and to effectuate the appointment of ATTORNEY as Interim City Attorney.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from _____, 2011 until terminated.
2. **Appointment as Interim City Attorney and Services to be Provided.** The City Council hereby appoints ATTORNEY Leland C. Dolley as Interim City Attorney. ATTORNEY shall perform the legal services required of the City Attorney and MBMC section 2.08.160..

3. **Compensation.** ATTORNEY shall be compensated as follows:
 - 3.1 **Amount.** \$195 per hour. Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City Manager.
 - 3.2 **Records of Expenses.** ATTORNEY shall keep accurate records of payroll, travel, and expenses. These records must be submitted to CITY along with any invoice which requests payment for such expenses.
 - 3.3 **Termination.** CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving twenty-four (24) hours written notice.
 - 3.4 **Costs.** CITY will only reimburse actual cost of parking, mileage (other than mileage to and from ATTORNEY's home and City Hall) and other expenses ordinarily reimbursed to employees, subject to approval by the City Manager
 - 3.5 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. However, where City has raised legitimate questions or objections to a specific charge, City may withhold payment of that specific charge until it is satisfied the amount or the service for which the charge is made is justified.
 - 3.6 **Hours.** No number of hours of work is guaranteed. It is expected that Attorney's services will be on an as-needed basis at the discretion of the City Manager and City Council.
4. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
6. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Ownership of Work Product.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
10. **Conflict of Interest and Reporting.** ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a Form 730 disclosure statement if required.
11. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.
 - a. Address of ATTORNEY is as follows:

Leland C. Dolley
601 13th Street
Manhattan Beach, CA 90266
 - b. Address of CITY is as follows:

Manhattan Beach City Manager
1400 Highland Avenue
Manhattan Beach, California 90266
12. **Key Person.** During the term of this Agreement ATTORNEY shall provide the services of Leland C. Dolley. No services under this Agreement shall be provided by any other individual without the express consent of CITY.

13. **Licenses, Permits, Insurance and Fees.** ATTORNEY shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement and by law. ATTORNEY shall maintain professional liability insurance in the minimum amount of \$1 million per occurrence.
14. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until written instructions are received from CITY.
15. **Time of Essence.** Time is of the essence in the performance of this Agreement.
16. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement or any portion shall be assigned by ATTORNEY without prior written consent of CITY.
17. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
19. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the Southwest branch of the Los Angeles County Superior Court.

20. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____, 2011

CITY OF MANHATTAN BEACH

By: _____

David N. Carmany, City Manager

ATTEST:

City Clerk

"ATTORNEY"

By: Leland C. Dolley

Leland C. Dolley

Date: 3/30/11

THE PROCESS

Initially the City will review the responses in context of determining whether it wishes to contract for City Attorney Services. If so, the selection process may include interviews with the full Council, or a committee thereof, as well as staff, where the firm/individual may be asked to formally present the proposal and respond to questions. The most qualified firm/individuals may then be invited to negotiate a retainer agreement, including scope of service, retention rates, etc. to become the City Attorney of Manhattan Beach.

THE PROPOSAL

Proposals should provide specific and succinct answers to all questions and requests for information contained herein. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the proposer. Submissions of individual resumes are optional, but alone will not be considered responsive to specific questions.

QUALIFICATIONS

All applicants must be licensed to practice law in the State of California. If you are interested in this excellent opportunity, please provide a compelling cover letter and resume of professional experience sufficient to allow the City to evaluate the firm/individuals capabilities in providing a full range of legal services to the City of Manhattan Beach.

- Describe your qualifications for providing city legal services. Provide a chronology of relevant experience, including a list of other cities that you have provided relevant legal services for. Provide a list of at least three professional references for which you have performed work including contact information.
- If you have ever been successfully sued for fraud or malpractice, been the subject of complaints filed with the State Bar or had discipline imposed on by the State Bar please provide all pertinent information.

SUBMISSION OF PROPOSALS

Please submit eight copies of your proposal in a sealed envelope marked "City Attorney Proposal" addressed to;

Honorable Mayor and City Council
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

We're on the web at:
www.citymb.info

Proposals accepted at the City Manager's Office until Noon on April 15, 2011. The City Council reserves the right to reject any or all proposals, to request additional information concerning any proposals for purposes of clarifications and to waive any irregularities is such would serve the best interests of the City as determined by the City Council. All inquiries regarding the Request for Proposal should be directed to City Manager David Carmany at 310.802.5053.

CITY OF MANHATTAN BEACH



Request for Proposal—835 11 City Attorney Services

The City of Manhattan Beach invites interested legal firms and individuals to submit proposals to provide City Attorney services for our City. The City Council will consider whether to contract for legal services and the City Manager has issued this RFP to provide the Council information on which to base a decision. The City would seek a City Attorney who will provide clear, understandable and independent legal advice. The firm/individual must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws.

SUN SAND SEA

ABOUT THE COMMUNITY

Manhattan Beach, the City of "Sun, Sand and Sea," is an exciting and beautiful beach community located in the South Bay area of Los Angeles County. The City's 3.89 square miles is one of Southern California's most desirable communities in which to work and live. Civic pride is abundant in Manhattan Beach and is the home to approximately 33,876 residents.

The City offers residents a pleasant, peaceful, coastal living environment with easy access to all Los Angeles-area amenities. Manhattan Beach is truly cosmopolitan, but maintains the warmth of a quaint small town, far removed from the stress of typical urban life. The vibrant downtown area houses some of the South Bay's best restaurants and upscale shopping venues. In addition to its popular coastline, the community offers a large number of tourist and family oriented events. And the award-winning Manhattan Beach Unified School District is known for its outstanding school system.



Manhattan Beach is a well run general law city with eight departments, 271 full-time employees and approximately 150 part-time employees. The City's operating and capital budget totals \$84.7 million for fiscal year 2010-2011. The prides itself in offering the highest level of services to its residents and is one of only a few cities in California with a AAA/Aaa bond rating.

The City's Executive Management Team is characterized by its strong team and customer service orientation, highly cooperative nature and a mutual commitment to individual and collective success. The Mid-level Management Team meets regularly to further strengthen relationships and cooperation between departments. Our workforce is caring, compassionate and ethical.

PRIORITIES

The City of Manhattan Beach is facing the same issues as other California municipalities and wants to protect the community's high quality of life. The City Council is especially interested in positioning Manhattan Beach for continued long-term success by:

- ◊ Doing the right things and also doing things right
- ◊ Emphasizing energetic civic engagement and effective democratic local government
- ◊ Maintaining a constructive, creative, ethical and practical attitude toward municipal affairs
- ◊ Taking a rational and impersonal viewpoint based on facts and qualified opinions
- ◊ Managing legal expenses through avoidance and transference of risk; minimizing litigation
- ◊ Handling personnel matters on the basis of merit so that fairness and impartiality govern decisions
- ◊ Following the spirit and the letter of the Ralph M. Brown Act
- ◊ Handling problems without discrimination on the basis of principle and justice
- ◊ Communication with the media and public to achieve the highest degree of transparency
- ◊ Working with the City Manager, Committees, Boards and Commissions to achieve the highest professional levels in the processes followed
- ◊ Properly conveying the policies and programs of the City
- ◊ Working effectively with federal, state, and other local government representatives
- ◊ Reviewing and recommending sound written policies, and helping to train all employees so they are knowledgeable about city policies and current laws concerning public records requests, open meetings, workplace violence, sexual harassment, family and medical leave, conflicts of interest and records retention



FOR IMMEDIATE RELEASE:

Contact:
Dave Carmany
City of Manhattan Beach
310-802-5053
310-802-5051 Fax
dcarmany@citymb.info
www.citymb.info

Manhattan Beach, CA – City Appoints Interim City Attorney

On Tuesday, April 5th, City Council appointed Leland (Lee) C. Dolley as Interim City Attorney. Mr. Dolley is a native Californian having grown up in Manhattan Beach and the San Fernando Valley.

Lee graduated from the Law School of the University of San Diego. Immediately after completing his degree he was hired as a Deputy District Attorney for the County of Los Angeles. During his time there he tried cases in nearly all of the Courthouses in the County, both Municipal and Superior Courts.

He was offered a position as associate with Burke, Williams & Sorenson, a Los Angeles firm, practicing Corporate and Public Law. Five years later he became a partner at Burke, Williams & Sorenson.

At Burke Williams & Sorenson, Lee first practiced in the corporate sector before transferring his practice to public law. Lee developed a keen interest in the political world, and he believes that knowledge is necessary if one is to practice public law where elected officials are expected to make good decisions on behalf of the general public.

Lee remained at the firm for nearly 40 years. After leaving Burke, Williams & Sorenson he became engaged on a limited basis in a consulting practice serving local public agencies on specialized matters within his expertise. He is also the manager and chief strategist of a newly formed company called The Cabinet LLC. The company focuses on crisis management of matters which disrupt the ability of local governments to function at full strength.

Lee has also served as the City Attorney for the City of Lomita for 15 years, the City of El Segundo for 13 years and the City of Alhambra for 25 years.

Lee and his wife currently live in the City of Manhattan Beach.

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