

**CITY ATTORNEY'S OFFICE  
LOW-INCOME LEGAL SERVICES PILOT PROGRAM  
SOLICITATION FOR ATTORNEY MEDIATORS**



**REVIEW DATE OF  
SOLICITATIONS:  
ONGOING**



**CITY ATTORNEY'S  
OFFICE**

## **SOLICITATION FOR ATTORNEY MEDIATORS**

### **1. City Information**

Burbank was incorporated in 1911 and has a population of approximately 105,000 residents. The City operates under the Council-Manager form of government with a fiscal year that begins on July 1 and ends on June 30.

Burbank is the fourteenth largest city in Los Angeles County and is located northeast of Los Angeles in the foothills of the Verdugo Mountains. Burbank is traversed by the Golden State (5) and Ventura (134) freeways and is home to the Hollywood Burbank Airport. Burbank is noted for its excellent residential areas, schools, shopping facilities, libraries, parks, hospitals, business environment, and motion picture production companies.

### **2. Objective**

The City of Burbank, City Attorney's Office is soliciting qualifications for licensed California attorneys to be placed on a panel of practitioners available to provide half-day mediations for landlord-tenant disputes.

### **3. Background**

The end of the Los Angeles County COVID-19 Eviction Moratorium, saw an increase in renovation evictions, and a rise in complaints concerning housing affordability, rent increases, and uninhabitable housing conditions. The City Council responded by enacting permit requirements for substantial renovations and requiring increased relocation assistance for many displaced tenants. Separately, effective April 1, 2024, Senate Bill 567 authorized city attorneys to enforce "just cause" eviction and rent cap tenant protection laws by seeking injunctive relief in court. And most recently the Burbank City Council increased relocation assistance for all no-fault just cause evictions and added anti-retaliation tenant protection provisions with a local enforcement mechanism which authorizes legal action and certain administrative remedies for violations.

The City is working to establish resources necessary to carry out these new enforcement functions, but not all issues are ripe for enforcement and many tenants needing assistance (with evictions or seeking civil damages for wrongful evictions or unlawful rent increases) report existing legal aid services are overwhelmed, leaving insufficient access to counsel and other legal resources.

The Housing Enforcement Program will add five new positions across four disciplines – legal, housing assistance, building inspection, and social services – to better coordinate housing resources, social services, building inspection, and administrative and civil enforcement for tenants and landlords.

This coordinated Program will address both minor and major concerns, from requests for information and service referrals to the City initiating legal action where there is a violation

of law to address excessive rent increases, unlawful renovation evictions, and uninhabitable housing conditions. Adding staffing to the Community Development Department and City Attorney's Office will enable the City to provide continuity and coordinated case management from intake through enforcement, as needed.

The Housing Enforcement Program ("H.E. Program") will carry out the following functions:

1. Intake Review
2. Provide Tenant Resources and Referrals
3. Coordinate Social Services
4. Investigate Complaints and Habitability Concerns
5. Review and Initiate Civil Enforcement Actions

As part of the Housing Enforcement Program, the City Council has also authorized funding to support grants to qualifying tenants for private legal representation as well as a City-sponsored half-day legal mediations.

#### **4. Scope of Work**

The City Attorney's Office is seeking licensed California attorneys to serve on a panel of practitioners available to provide half-day mediations, inclusive of review time, for landlord-tenant disputes to be compensated at \$1,000 each.

Staff will receive the dispute, investigate the matter, and refer to a rotating panel of qualified attorneys for half-day mediations aimed at resolving the dispute. Based on response to this request for qualifications, the City will retain three to five qualified attorneys. The City and counsel will enter into a Mediation Services Agreement (Attachment 1) to provide legal mediation services to the City on an as-needed basis as requested by the City in writing.

Resident tenants and landlords would be invited to participate in the service at no cost to them, on referral. Though mediation will be voluntary for both parties and decisions will be non-binding, the no-cost opportunity could be an effective method of dispute resolution where other methods may be more costly or do not exist. In disputes where there is no pending court matter, mediation could be a prerequisite to qualifying for a \$5,000 legal services grant to enlist private counsel in future litigation.

To view more information on the City's Housing programs and resources, please visit:

<https://www.burbankca.gov/web/community-development/housing>

#### **5. To Apply**

To apply, please visit the City of Burbank's website to submit qualifications at: <https://www.burbankca.gov/web/city-attorneys-office/mediator>. Review of solicitations will be ongoing. If you have any questions, please contact the City Attorney's Office at 818-238-5700 or [cityattorney@burbankca.gov](mailto:cityattorney@burbankca.gov).

**ATTACHMENT 1**

**MEDIATION SERVICES AGREEMENT**

**DATE:** \_\_\_\_\_

**PARTIES:** "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

“MEDIATOR”

\_\_\_\_\_  
Representative: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

**1.0 Services.** The Mediator, as an independent contractor, and a licensed member of the California State Bar in good standing, agrees to engage in mediation services in accordance with any and all applicable State and local laws, on an as-needed basis as requested by the City in writing. Mediation services will be for landlord-tenant disputes referred by the Burbank City Attorney's Office. Mediator agrees to provide up to half-day in-person mediations, inclusive of review time, to occur at the Burbank City Attorney's Office. The initiation of service by the Mediator will commence upon receipt of a written notice from a Designated Official in the City's Housing Enforcement Unit authorizing Mediator to proceed, and only to the extent of such authorization.

**2.0 Compensation.** City shall pay for services of Mediator the total fixed price of **\$ 1,000** per half-day mediation. No payment for expenses or labor shall be paid by City unless it is related to services noted in Section 1 of this Agreement. Any additional increase in the cost of service must have the prior written approval and authorization of the City's Designated Official.

**3.0 Payment.** City's payment to Mediator shall be made within thirty (30) days of the date of Mediator's invoice.

**4.0 Independent Contractor.** Mediator is retained and employed by City only to the extent set forth in this Agreement, and the Mediator's relationship to the City is that of an independent contractor. Mediator shall be free to dispose of all portions of Mediator's time and activities which Mediator is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Mediator sees fit except as expressly provided in this Agreement. Mediator shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees.

**5.0 Indemnification.** Mediator shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the Mediator, its agents, employees, or subcontractors.

Mediator shall defend, indemnify and hold harmless the City and its officers, agents, and employees, against all claims for damages, liability, cost and expense (including without limitation attorney's fees) arising out of or as the result of any work by Mediator or the employees, agents, or subcontractors of the Mediator, in the performance of this Agreement. Mediator's obligations shall survive the termination and/or expiration of this Agreement.

**6.0 Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days' notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

**7.0 Insurance.** Mediator shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Mediator shall show City evidence of such coverage:

**7.1 Automobile Insurance.** If Mediator uses, or intends to use, a personal

automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage. Please attach proof of insurance as required by the Vehicle Code.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**7.2 Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Mediator performing services under this Agreement. **This insurance cannot be waived, but does not apply if Mediator is a sole proprietor and provides a written statement to that effect.**

**7.3 General Liability and Property Damage Insurance.** Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the City designated in this paragraph, Mediator shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**7.4 Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Mediator's profession ("E&O Insurance"), with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Mediator maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Mediator.

## **8.0 Miscellaneous Insurance Requirements.**

**8.1 Recovery from Mediator's Insurance.** Mediator agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Mediator shall look solely to its insurance for recovery.

**8.2 Failure to Secure.** If Mediator at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Mediator's name or as an agent of the Mediator and shall be compensated by the Mediator for the cost of the insurance premiums at the maximum rate permitted

by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Mediator as compensation under the terms of this Agreement.

**9.0**            **Assignment.** This Agreement is personal to the Mediator. Any attempt at assignment by the Mediator shall be void unless approved in writing by the Designated Official.

**10.0**            **Miscellaneous Terms.**

**10.1**            **Permits and Licenses.** Mediator, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**10.2**            **Payee Registration Form.** City shall provide a Payee Registration Form to Mediator and Mediator shall deliver a completed registration form to the City. Mediator acknowledges that this form is necessary for the City to process any payment for services hereunder.

**10.3**            **Electronic Funds Transfer Vendor Payment Enrollment Form.** City shall provide an Electronic Funds Transfer Vendor Payment Enrollment Form to Mediator and Mediator shall deliver a completed enrollment form to the City. Mediator acknowledges that this form is necessary for the City to process any payment for services hereunder.

**10.4**            **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

**10.5**            **Integrated Contract.** This Agreement represents the entire Agreement between the City and the Mediator. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**10.6**            **Future Representation / Conflict of Interest.** Mediator agrees that they shall not represent any party or act as an expert witness and/or consultant for any party in subsequent resultant or related litigation of the matter mediated or reviewed for purposes of mediation.

**10.7**            **Execution Counterparts.** This Agreement may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Agreement with an electronic signature shall be limited to a physical (“wet ink”) signature placed on a counterpart to this Agreement by a Party, and transmitted electronically as described in this Section to the other Party.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

**[Signatures on following page]**



"MEDIATOR"

"CITY"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to Form  
Office of the City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title