

The State Bar of California

# REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Executive Recruiting Services.

The State Bar of California is seeking proposals from a recruiter/search firm with a high degree of experience providing services involved in recruiting attorneys in California for executive level positions in the nonprofit and government sectors. This firm will be asked to search for qualified attorney candidates for the positions of General Counsel and Chief Trial Counsel.

Please submit 5 copies of your proposal no later than 5 p.m. on July 6, 2009 to:

The State Bar of California  
180 Howard Street  
San Francisco, CA 94105-1639

Attn: Robert Hawley  
Deputy Executive Director  
415-538-2277  
Robert.Hawley@calbar.ca.gov

## **I. INTRODUCTION**

The State Bar of California (“the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar has offices located in Los Angeles, Sacramento and San Francisco. More information about the State Bar can be found at [http://calbar.ca.gov/state/calbar/calbar\\_home\\_generic.jsp?cid=10102](http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102)

## **II. STATEMENT OF WORK**

The State Bar of California is seeking a recruiter/search firm with a high degree of experience providing services recruiting attorneys in California for executive level positions in the nonprofit and government sectors. There are two positions that are under

recruitment: The State Bar General Counsel and Chief Trial Counsel. Both of these are senior level executive positions within the organization and members of the Executive Director's senior management team. Both also have reporting relationships with the State Bar's Board of Governors. The Chief Trial Counsel is an appointment of the Board of Governors subject to confirmation by the California State Senate.

#### **A. Search Firm Requirements**

The search firm will work with the State Bar Office of Human Resources to:

1. Evaluate the State Bar's requirements for the positions to develop an effective search strategy to identify qualified candidates.
2. Develop and execute an effective search.
3. Review, analyze and screen applicants for qualifications and suitability.
4. Recommend candidates for interview.
5. Coordinate and participate in multiple round interviews, assist with candidate evaluation.
6. Conduct effective background and reference checks.
7. Assist with offer and acceptance.
8. Provide reports to the State Bar as required.

#### **B. Minimum Qualifications / Salary Ranges**

1. Chief Trial Counsel (Located in Los Angeles)
  - a. Active membership in good standing in the State Bar of California.
  - b. Demonstrated verifiable reputation for integrity and no history of disciplinary offences in any jurisdiction as an attorney or in any other capacity.
  - c. Minimum five (5), preferably ten (10), years progressively responsible active experience in the practice of law, including substantial trial experience, with law practice in broad areas of the law.
  - d. Minimum two (2), preferably five (5), years of prosecutorial or similar experience in administrative agency proceedings or disciplinary agencies.

- e. Minimum two (2), preferably five (5), years experience in an administrative oversight, management or supervisory role.
2. General Counsel (Located in San Francisco)
- a. Active membership in good standing in the State Bar of California.
  - b. A demonstrated verifiable reputation for integrity and no history of disciplinary offences in any jurisdiction as an attorney or in any other capacity.
  - c. A minimum of ten (10) years progressively responsible active experience in the practice of law including experience in public entity or institutional representation.
  - d. A minimum of five (5) years senior management/supervisory experience in administering personnel and budget requirements.
  - e. A Masters Degree in a relevant field may substitute for up to two (2) years of experience.
3. Salary Range
- a. Senior Executive Grade Sr: \$124,498 - \$183,264.
  - b. generous benefits package including CalPERS retirement 2% at 55.

See Attachment A: Position Descriptions for additional detail.

### **III. GENERAL INFORMATION**

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

#### **A. Submission Requirements**

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. A statement that business licenses, professional certifications or other credentials necessary for the performance of the services here sought are in place, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. A description of similar projects completed by the bidder within the past three (3) years.
4. Qualifications, background and experience of the project director and other staff proposed to work on the project.
5. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
6. A general description of the techniques, approaches and methods to be used in completing the project.
7. A description of the chronology for completing the work, including a time line and deadlines for each task.
8. A detailed description of bidder compensation formula, including any travel costs and other expenses. Bidders must submit a breakdown of charges and costs, detailed by job function/title of those servicing the State Bar, as well as a maximum not-to-exceed total for all services. All travel, lodging and miscellaneous support costs are to be included in this billing rate. Invoices for services satisfactorily performed must be itemized by date and services performed and reference an appropriate State Bar purchase order number. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
9. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The State Bar's evaluation team will not refer to a designated web site, brochure, or other

location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

## **B. Rejection of Proposals**

**The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever.** All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

## **C. Evaluation Process and Highest Scored Bidder**

An evaluation team will review, in detail, all proposals that are received to determine the Highest Scored Bidder ("HSB").

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable to the its interest in its sole discretion, and to waive minor irregularities. The State Bar further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of the State Bar.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
  - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
  - b. Agreement with the State Bar's contracting requirements (10%).
  - c. The ability, capacity, and flexibility of the bidder to perform the contract in a timely manner, as verified by, e.g., demonstrated success in projects with similar requirements, client references, and any other contracts with the State Bar (45%).
  - d. The total cost of the proposal. Costs will be evaluated only if a proposal is determined to be otherwise qualified. (35%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

#### **D. Award and Execution of Contract**

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about July 10, 2009 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by, July 17, 2009. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Andrew Conover, Finance Manager, at [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov).

Where written notice is required in this RFP, the notice must be sent by U.S. mail and either facsimile or e-mail.

#### **E. Errors in the RFP**

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **F. Questions Regarding the RFP**

Questions may be addressed in writing to Robert Hawley at [Robert.Hawley@calbar.ca.gov](mailto:Robert.Hawley@calbar.ca.gov). All questions must be submitted no later than 3 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written

request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

#### **G. Addenda**

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 3 days before the deadline for submitting proposals.

#### **H. Withdrawal and Resubmission/Modification of Proposals**

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

#### **I. Protest Procedure**

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Finance Manager, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California  
180 Howard Street  
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

**J. News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

**K. Disposition of Materials**

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for the State Bar's official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

**IV. CONTRACTING REQUIREMENTS**

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

**A. Time of Essence**

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

**B. Warranties and Representations**

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate

number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

**C. Equipment, Tools, Supplies**

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

**D. Indemnity Obligations of Vendor**

Vendor will indemnify and defend the State Bar (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) any breach by Vendor of any statutory or regulatory obligation; (iii) the actual or alleged infringement by Vendor of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (iv) any act or omission of Vendor, its employees, agents or subcontractors.

**E. Insurance Obligations of Vendor**

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.

3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.

The Vendor will deliver, if required by the State Bar, to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Finance Manager, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. Additionally, if the Vendor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

#### **F. Termination**

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and

reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.

3. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

#### **G. Confidentiality and Publicity**

The Vendor will retain all information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

#### **H. Compliance with Laws**

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

#### **I. Assignment/Subcontracting**

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be

contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

**J. General Provisions**

1. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
2. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
3. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
4. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

Human Resources:

Date:

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## THE STATE BAR OF CALIFORNIA

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Title: Chief Trial Counsel  
Office: Office of the Chief Trial Counsel  
Status: Exempt Executive  
Grade: Sr. Executive

### ORGANIZATIONAL RELATIONSHIPS

Reports to: Board of Governors Discipline System Oversight Committee on substantive discipline enforcement issues pertaining to pending matters. The Executive Director on budget, personnel, facilities and related institutional support and administration issues.

Supervises: Staff as Assigned

### DEFINITION

The Chief Trial Counsel (CTC) is the chief enforcement officer for the State Bar's attorney discipline system and serves in this position consistent with Business & Professions Code Section 6079.5. Under the general oversight of the Board of Governors' Discipline System Oversight Committee, the CTC is responsible for overseeing, planning, organizing and directing the enforcement of attorney disciplinary standards in California and the investigation and prosecution of disciplinary and related violations by California attorneys consistent with the Rules of Professional Conduct, the Rules of Procedure of the State Bar of California, the California Business & Professions Code and related authorities. The CTC retains independence from the State Bar Executive Director with respect to the investigation and prosecutorial functions of the Office of the Chief Trial Counsel (OCTC) in individual cases, including the exercise of the CTC's prosecutorial discretion. The CTC is a member of the State Bar's Senior Management Team (SET) and is responsible for overseeing the budget and personnel in the Los Angeles and San Francisco Offices of the Chief Trial Counsel, subject to the Executive Director's overall responsibility to administer the budget, personnel, facilities and related support activities in accordance with the policy parameters established by the Board of Governors. This position is based in Los Angeles and is the highest ranking management representative in the Los Angeles office. As such, this position may assist the Executive Director with the management of the State Bar's facilities and resources in Los Angeles. The CTC may also oversee other programs as assigned separate from OCTC.

Chief Trial Counsel  
Office of the chief Trial Counsel

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**MAJOR DUTIES & RESPONSIBILITIES**

1. The CTC serves as the chief enforcement officer of the State Bar's attorney discipline system. The CTC may also oversee other programs as assigned, separate from OCTC.
2. The CTC serves as a member of the Senior Management Team (SET) and establishes and maintains effective working relationships with colleagues within the State Bar and professional relationships with external constituencies of the State Bar.
3. The CTC oversees the receipt, evaluation, investigation, and prosecution of attorney disciplinary complaints in accordance with applicable rules, policies, regulations, laws, procedures, and other authorities.
4. The CTC oversees the supervision, review, hire and termination of assigned staff consistent with over all State Bar policy.
5. The CTC oversees the development and implementation of policies, procedures, strategic plans, systems and related initiatives consistent with the public protection mission and operational standards of the State Bar.
6. The CTC oversees the formulation and implementation of short-term and long-term goals and plans to improve the efficiency and efficacy of the disciplinary enforcement system.
7. The CTC serves as the State Bar's chief spokesperson on matters pertaining to the discipline enforcement system and coordinates with the Executive Director and Senior Management Team on matters pertaining to the discipline system and the administration of OCTC.
8. The CTC oversees and initiates as appropriate, inter-office projects, programs and activities.
9. The CTC provides policy guidance and staff assistance to the Board of Governors and its Discipline System Oversight Committee on issues related to the discipline enforcement system.
10. The CTC timely responds to inquiries from the public, Board Members, the Judiciary, the Legislature, the Governor's Office, and other constituencies regarding the discipline enforcement system in coordination with the Executive Director.
11. The CTC oversees the preparation and administration of the budget and oversees the management of the resources and personnel of OCTC within institutional parameters, subject to the general oversight of the Executive Director.
12. The CTC promotes the integrity, objectivity, and efficacy of OCTC in achieving the public protection mission of the State Bar.
13. The CTC oversees the OCTC attorneys appearing as counsel of record in the State Bar Court in attorney disciplinary prosecutions and appears as counsel of record in the State Bar Court in the public interest and in the name of the State Bar.
14. The CTC maintains appropriate confidentiality in overseeing the discipline enforcement system and oversees contractors, consultants, experts and others in administering the system.

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**MAJOR DUTIES & RESPONSIBILITIES (Cont.)**

15. The CTC assumes other duties and responsibilities as assigned.

**KNOWLEDGE & SKILLS**

1. Advanced principles of legal practice in an administrative enforcement or related environment.
2. Advanced principles of strategic planning, operations, policy development and implementation.
3. Advanced principles of office management, budgeting, administration and supervision.
4. Advanced principles of problem identification, analysis and resolution.
5. Principles of computerized data and word processing systems including Internet and website usage.
6. Principles of centralized information and data-based record keeping systems.
7. Advanced principles of senior institutional management.
8. Advanced principles of effective writing and verbal presentations including public speaking.
9. Advanced principles of media communication.
10. Advanced principles of public relations/customer service.
11. Advanced principles of board and committee administration.
12. Advanced principles of organizational behavior and conflict resolution.
13. Advanced principles of legal, legislative and public policy research and analysis.
14. Advanced principles of effective institutional communication in dealing with diverse constituencies.
15. Advanced principles of effective personnel management in a union environment.
16. Advanced principles of the administration of justice in California.
17. Principles of the legislative process and government relations.
18. Advanced principles of prosecutorial enforcement and administrative adjudication.
19. Advanced principles of professional conduct of attorneys in California.
20. Accomplished keyboard skills.

**ESSENTIAL ELEMENTS/ABILITY TO**

1. Receive and relay detailed information through verbal and written communication.
2. Communicate clearly and effectively in person, by telephone, by computer and in writing.
3. Possess visual capability and digital dexterity to operate a computer and other standard office equipment.
4. Travel by air and automobile.

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**ESSENTIAL ELEMENTS/ABILITY TO (Cont.)**

5. Make fine visual distinction upon analyzing written documents and viewing information on a computer screen.
6. Review and analyze complex written documents.
7. Obtain and present material in oral and/or written form.
8. Speak publicly to large groups of people.
9. Perform under stress and adopt effective courses of action.
10. Effectively interact with others in an interactive office.
11. Effectively address conflict.
12. Retrieve, lift and carry files and documents weighing up to ten (10) pounds with reasonable accommodation.

**MINIMUM QUALIFICATIONS**

1. Active membership in good standing in the State Bar of California
2. Demonstrated verifiable reputation for integrity and no history of disciplinary offences as an attorney or in any other capacity
3. Minimum five (5) years progressively responsible active experience in the practice of law, including substantial trial experience, with law practice in broad areas of the law
4. Minimum two (2) years of prosecutorial or similar experience in administrative agency proceedings or disciplinary agencies
5. Minimum two (2) years experience in an administrative oversight, management or supervisory role.

Revised December 2007

Human Resources:

Date:

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## THE STATE BAR OF CALIFORNIA

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Title: General Counsel  
Office: Office of General Counsel  
Status: Exempt Executive  
Grade: Sr. Executive

### ORGANIZATIONAL RELATIONSHIPS

Reports to: Board of Governors and the Executive Director on substantive legal advice.

The Executive Director on budget, personnel, facilities and related institutional support and administration issues.

Supervises: Staff as Assigned

### DEFINITION

The General Counsel (GC) is the chief legal officer for the State Bar and serves in this position consistent with the attorney-client relationship. The GC is responsible for overseeing, planning, organizing and directing the legal staff and legal work of the State Bar and providing legal advice, counsel and representation to the client representatives of the State Bar as necessary to fulfill their duties and responsibilities to the State Bar. The GC represents the State Bar consistent with Rule of Professional Conduct 3-600 and performs accordingly. The GC is a member of the State Bar's Senior Management Team (SET) and is responsible for overseeing the budget and personnel of the Office of General Counsel, subject to the Executive Director's overall responsibility to administer the budget, personnel, facilities and related support activities in accordance with the policy parameters established by the Board of Governors. The GC may also oversee the State Bar's Office of Professional Competence and other programs as assigned separate from the administration of the Office of General Counsel (OGC).

### MAJOR DUTIES & RESPONSIBILITIES

1. The GC serves as the chief legal officer of the State Bar. The GC may also oversee other programs as assigned separate from OGC.
2. The GC serves as a member of the Senior Management Team and establishes and maintains effective working relationships with colleagues within the State Bar and professional relationships with external constituencies.

3. The GC oversees all matters pertaining to the legal representation of the State Bar as an entity in matters involving state and federal law. The GC also oversees the representation of the State Bar before the California Supreme Court in State Bar disciplinary matters appealed to the Supreme Court.
4. The GC oversees the supervision, review, hire and termination of assigned staff consistent with over all State Bar policy.
5. The GC oversees the development and implementation of policies, procedures, strategic plans, systems and related initiatives consistent with the attorney-client relationship and operational standards of the State Bar.
6. The GC oversees the formulation and implementation of short-term and long-term goals and plans to improve the efficiency and efficacy of the legal representation the State Bar receives.
7. The GC serves as the State Bar's chief spokesperson on matters pertaining to legal representation and coordinates with the Executive Director and Senior Management Team on matters pertaining to the State Bar's institutional legal representation and the administration of the Office of General Counsel.
8. The GC oversees and initiates as appropriate, inter-office projects, programs and activities.
9. The GC provides legal advice and representation to the Board of Governors on issues related to the State Bar.
10. The GC timely responds to inquiries from the public, Board Members, the Judiciary, the Legislature, the Governor's Office, and other constituencies regarding the legal positions of the State Bar, consistent with the limitations of the attorney-client relationship and in coordination with the Executive Director.
11. The GC oversees the preparation and administration of the budget and oversees the management of the resources and personnel of the Office of General Counsel within institutional parameters, subject to the oversight of the Executive Director.
12. The GC promotes the integrity, objectivity, and efficacy of the Office of General Counsel in serving the legal needs of the State Bar.
13. The GC oversees the counsel retained by the State Bar to provide legal representation.
14. The GC maintains appropriate confidentiality in connection with the legal work of OGC and oversees contractors, consultants, experts and others in addressing the legal needs of the State Bar.
15. The GC assumes other duties and responsibilities as assigned.

## **KNOWLEDGE & SKILLS**

1. Advanced principles of legal practice in an administrative, institutional, judicial or related environment.
2. Advanced principles of strategic planning, operations, policy development and implementation.
3. Advanced principles of office management, budgeting, administration and supervision.
4. Advanced principles of problem identification, analysis and resolution.
5. Principles of computerized data and word processing systems including Internet and website usage.
6. Principles of centralized information and data-based record keeping systems.

7. Advanced principles of senior institutional management.
8. Advanced principles of effective writing and verbal presentations including public speaking.
9. Advanced principles of media communication.
10. Advanced principles of public relations/customer service.
11. Advanced principles of board and committee administration.
12. Advanced principles of organizational behavior and conflict resolution.
13. Advanced principles of legal, legislative and public policy research and analysis.
14. Advanced principles of effective institutional communication in dealing with differing constituencies.
15. Advanced principles of effective personnel management in a union environment.
16. Advanced principles of the administration of justice in California.
17. Principles of the legislative process and governmental relations.
18. Advanced principles relating to public entity representation under state and federal law.
19. Advanced principles governing the professional conduct of attorneys in California.
20. Accomplished keyboard skills.

### **ESSENTIAL ELEMENTS/ABILITY TO**

1. Receive and relay detailed information through verbal and written communication.
2. Communicate clearly and effectively in person, by telephone, by computer and in writing.
3. Possess visual capability and digital dexterity to operate a computer and other standard office equipment.
4. Travel by air and automobile.
5. Make fine visual distinction upon analyzing written documents and viewing information on a computer screen.
6. Review and analyze complex written documents.
7. Obtain and present material in oral and/or written form.
8. Speak publicly to large groups of people.
9. Perform under stress and adopt effective courses of action.
10. Effectively interact with others in an interactive office.
11. Effectively address conflict.
12. Retrieve, lift and carry files and documents weighing up to ten (10) pounds with reasonable accommodation.

### **MINIMUM QUALIFICATIONS**

1. Active membership in good standing in the State Bar of California.
2. A demonstrated verifiable reputation for integrity and no history of disciplinary offences as an attorney or in any other capacity.
3. A minimum of ten (10) years progressively responsible active experience in the practice of law, including experience in public entity or institutional representation.
4. A minimum of five (5) years senior management/supervisory experience in administering personnel and budget requirements.

5. A Masters Degree in a relevant field may substitute for up to two (2) years of experience.

Rev. December 2007