

REQUEST FOR PROPOSALS FOR LEGAL SERVICES



Montebello Hills Specific Plan

PROPOSALS DUE:

Tuesday, March 15, 2011, by 4:30 p.m.

CITY OF MONTEBELLO
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640

January 2011



1.0 INTRODUCTION

The City of Montebello (“City”) seeks proposals from qualified legal firms interested in providing legal advisory services, as Special Counsel, to the City and the Montebello Community Redevelopment Agency on land planning, development matters, and CEQA compliance issues pertaining to the proposed Montebello Hills Specific Plan (“the Project”) and Environmental Impact Report (“EIR”).

2.0 PROJECT DESCRIPTION

The Project consists of the preparation and adoption of a specific plan with its attendant EIR, and the processing of all pertinent land use entitlements, including a Development Agreement, for the development of approximately 488 acres of land (the “Project Site”) within the Montebello Oil Field, an actively operated oil and gas production field located on the northeastern section of the City, within the Montebello Hills Redevelopment Project Area (“MHRPA”).

The proposed development currently includes:

- Up to 1,200 residential dwelling units contained within five (5) Planning Areas occupying approximately 173.6 acres of the Project Site;
- The dedication of approximately 314.6 acres for Open Space, including a 260-acre Reserve;
- A series of pedestrian walkways and trails within the public and Open Space areas;
- A 5.5-acre (4.3 net usable acres) public park site that would be available to City residents;
- A 1.5-acre private community center for residents of the development, in addition to five (5) 0.25-acre pocket parks (one for each Planning Area);
- Infrastructure to support the proposed Project, including sanitary sewer conveyance, potable water conveyance and storage facilities and stormwater drainage conveyance facilities;
- Two (2) community entry points along Montebello Boulevard and Plaza Drive; and
- An internal roadway network to facilitate on- and off-site circulation.

Assessment Districts will be established to serve as financial mechanisms for the infrastructure under the Community Facilities Districts (“Mello-Roos”) Act. Detailed information on the Project is currently posted in the City’s website, www.cityofmontebello.com, by clicking the following links: Departments, Planning Division, and Montebello Hills Specific Plan.

In addition to the Specific Plan, the City is also concurrently processing an amendment to the Montebello General Plan (GPA No. 3-07), a zone change (ZC No. 3-07), a tentative tract map (TTM No. 70420) and a Development Agreement.

3.0 PROJECT STATUS

As of this date, the Final Administrative Draft of the Montebello Hills Specific Plan and the Final Administrative Draft of the Development Agreement have been completed. The Draft EIR was completed and released for public comment on March 30, 2009. The Administrative Draft Response to Comments is complete. In addition, the Interdepartmental Review process for the GPA, the ZC and the TTM have been completed.



The projected timetable for the Project is as follows:

Conduct Study Sessions, Planning Commission & City Council	May, 2011
Conduct the first Public Hearing, Planning Commission	June, 2011
Conduct the last Public Hearing, City Council	July, 2011

These dates are subject to change.

4.0 SCOPE OF SERVICES

Under the general direction of the Director of Planning and Community Development (“Director”), the Selected Proposer will:

- a. Review all of the pertinent environmental documentation relating to the Project, including, but not limited to, the Final EIR and attendant technical reports, Findings of Fact, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and render to City staff (“Staff”), the Montebello Planning Commission (the “PC”), the Montebello City Council (the “CC”) and the Montebello Community Redevelopment Agency (the “CRA”) legal advice and opinions concerning compliance with all applicable CEQA requirements.
- b. Prepare and review all of the documentation required to certify the EIR and to process the stated land use entitlements including, but not limited to, agreements, public notices, staff reports, ordinances, and resolutions.
- c. Attend meetings with Staff, the Project Developer, the Environmental Consultant, regulatory agencies, and other related entities concerning (i) the EIR; (ii) the land use entitlements, including the Development Agreement; (iii) CRA participation and the establishment of Assessment Districts; and render legal advice and opinions to Staff, the PC, the CC, and the CRA accordingly.
- d. Participate in City-CRA negotiations and potential agreements to address the Project’s projected fiscal impacts on the City and CRA and render legal advice and opinions to Staff, the CC, and the CRA accordingly.
- e. Review all applicable communications with Project Developer, Environmental Consultant, applicable regulatory agencies, interested entities and the general public concerning the Project and render legal advice and opinions to Staff, the PC, the CC, and the CRA accordingly.
- f. Attend all required public meetings/hearings concerning the certification of the EIR; adoption of the Specific Plan; approval of the land use entitlements, including the DA; the establishment of Assessment Districts and City-CRA agreements and render pertinent legal advice and opinions to Staff, the PC, the CC, and the CRA accordingly.
- g. Render any other Project-related legal advice and opinions as required by the Director.



5.0 SUBMITTAL REQUIREMENTS

Six (6) printed complete copies – one (1) original copy with original signatures, and five (5) copies – of the Proposal must be received by the City no later than 4:30 P.M. on Tuesday, March 15, 2011. The Proposal must be submitted in a sealed envelope bearing the caption: “Proposal for City of Montebello Special Counsel Legal Services.” Proposals are to be addressed to:

City of Montebello
Community Development Department
ATTN: Ariel Socarras, Planning Manager
1600 West Beverly Boulevard
Montebello, California 90640

Proposals may be filed in person at Montebello City Hall, at the above address, or may be mailed. Early Proposals are acceptable; late Proposals will not be accepted. Faxed or emailed proposals will not be accepted. Late Proposals, or postmarks subsequent to the deadline will not be accepted. The City will not be responsible for any errors or omissions in the Proposals or for any delays in delivery. Incomplete proposals will be rejected.

Any questions or requests for information regarding this Request For Proposals (“RFP”) should be addressed to the contact information above.

6.0 CONTENT OF PROPOSALS

All Proposals must provide specific and succinct answers to all questions and requests for information. A Proposal that does not respond to all questions and requests for information may be deemed non-responsive. The information requested below will be used to evaluate the Proposer’s qualifications based on the evaluation criteria outlined in Section 7.0 of this RFP.

The Proposal should be prepared simply and economically, providing a straightforward and concise description of the Proposer’s qualifications. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparison. Excessive or irrelevant materials will not be favorably received. The content and sequence of the information contained in each copy of the Proposal shall be as follows:

- a. **Letter of Transmittal:** Include your understanding of the work to be performed. In addition, provide a brief introduction and history of the Designated Attorney and/or your firm, and state why you believe your firm is the best qualified to perform the services requested.
- b. **Table of Contents:** Include a clear table organized by section and page number.
- c. **License:** Provide an affirmative statement indicating that all assigned professional staff are properly licensed to practice law in the State of California.
- d. **Summary Sheet:** Provide resumes summarizing the qualifications and experience of the individual(s) who will be providing counsel services to the City. Provide the name, title, experience and qualifications of each attorney expected to be involved in providing the requested legal services for the Project.



e. **Qualifications:** Provide a summary describing the employment history and professional experience of the partners/principals and associates expected to be assigned to work with the City. The summary should include:

- Name of individual(s);
- Length of employment with firm;
- Specialization, if any;
- Legal training;
- Scholastic honors and professional affiliations;
- Date of admittance to the California Bar;
- Years of practice;
- Experience in providing legal services to municipal governments in matters related to compliance with CEQA and all California statutes applicable to land use planning and regulation practices, land use entitlement processing, Redevelopment Law, Community Facilities Districts, and land development negotiations; and
- If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.

Clearly describe the range of experience with similar types of projects as it relates to the processes and reviews of Specific Plans and EIRs, and the preparation and review of Development Agreements, Statement of Overriding Considerations, Findings of Fact, Resolutions, and the development of Community Facility Districts.

f. **Designated Attorney:** Specify the individual that you propose for appointment as Special Counsel (the "Designated Attorney"). Also, provide information related to the accessibility of the Designated Attorney with respect to arranging meetings and consultations on short notice and receiving prompt responses to requests for legal advice and opinions. Preference will be given to those Proposers whose Designated Attorney works, or will be working during the term of this Project, primarily in an office in the vicinity of Los Angeles County and/or Orange County.

g. **Relevant Experience:** Include a list of development projects that are similar in size and scope to the Project that you have been, or are currently involved with (e.g. oil fields, endangered species, large residential development, negotiating development agreements, community facility districts, and providing legal advice on processing complex environmental assessments, preparation and adoption of land use regulatory documents such as General Plans, Specific Plans, Zoning and Subdivision Ordinances and the processing of land use entitlements). Identify the relevance of the listed projects to this Project, and key staff that worked on the listed projects that are also proposed for this Project.

h. **Conceptual Plan:** Provide a conceptual plan for the anticipated methodology to be followed by you to reach an acceptable level of understanding of this complex project, and the expected timeframe for you to be prepared to render legal advice



- and opinions. Additionally, provide a description that details how you would evaluate and scrutinize the existing findings and determinations made by previous special counsel on the Project and in documents prepared up to this point, and how you would approach understanding and defending such existing findings and determinations.
- i. **Invoicing:** Each month, the Selected Proposer will submit an itemized statement of professional services provided and the time expended providing those services. Describe how your firm would provide invoices and the level of detail given to the itemizing of tasks completed as they relate to the fees charged. Please submit an example of a typical invoice that your firm provides to a public agency. Please redact any references to specific costs and any other sensitive information. The primary intent of this request is to review the format, type of information included, and readability.
 - j. **Scope of Services:** Address all items set forth in Section 4.0, Scope of Services. Any additional information which, in your opinion, is essential should be included and clearly identified.
 - k. **References:** Include names of references from other public agencies for which comparable services have been rendered. Indicate names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided. Please list all public agencies for which you or your firm previously provided services for over the last five years. Include the names of the organizations and the names and telephone numbers of persons who can be contacted.
 - l. **Conflicts of Interest:** Provide a statement in the Proposal that the Proposer, individuals employed by the Proposer, or firms employed by or associated with the Proposer, do not have a conflict of interest with the Project. Conflict of interests include, but are not limited to, financial or other interests in the outcome or eventual development of the Project, any vested interest in the proposed future development in the Project area, or any financial or other interests in other related developments undertaken by the City. If a conflict of interest may exist in any form, provide details of the potential conflict. This list is to be as inclusive and broad as possible. The City desires to be made aware of any clients the firm represents, that are, or have been associated with the developer or its subsidiaries/affiliates. The Proposal is subject to disqualification on the basis of a conflict of interest, as determined by the City. *Please be advised that interested Proposers who have or have had recent attorney-client relationship(s) with Cook Hill, LLC; Plains Exploration & Production Company ("PXP"); and/or Montebello Land Company, LLC, will not be considered under this RFP.*
 - m. **Certification of Proposal:** Return a copy of the completed Certification of Proposal (Appendix A) properly signed and executed by an officer(s) authorized to execute legal documents on behalf of the Proposer.
 - n. **Costs and Expenses:** Identify the proposed hourly/dollar cost for all the individuals expected to provide Special Counsel services to the City, and any specific expenses



for which the Proposer will claim reimbursement from the City, including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, etc.)

The Proposal shall be printed on 8.5" x 11" size paper, paginated, and bound. Any oversized documents must be folded to size and secured in the Proposal.

7.0 EVALUATION CRITERIA

Selection will be made on the basis of the Selection Committee's judgment as to which Proposal best serves the City's interest. The Proposals will be evaluated on the basis of the following principal selection criteria:

- a. Mandatory Elements:
 - i. The Proposer is independent and properly licensed to practice law in the State of California.
 - ii. The Proposer has no conflict of interest with regard to any other work performed by the Proposer for the City, and all potential conflicts have been identified.
 - iii. The Proposer adheres to the instructions in this RFP on preparing and submitting the contents of the proposal.
- b. Firm Qualifications:
 - i. The Proposer's overall expertise and experience.
 - ii. The Proposer's past experience and performance on comparable government engagements with similar projects (e.g. oil fields, endangered species, large residential development, negotiating development agreements, community facility districts, and providing legal advice on processing complex environmental assessments, preparation and adoption of land use regulatory documents such as General Plans, Specific Plans, Zoning and Subdivision Ordinances and the processing of land use entitlements).
 - iii. The quality of the Proposer's professional skills and credentials of the staff to be assigned to the Project.
 - iv. The Proposer's references
 - v. The quality of the Proposal in response to this RFP.
 - vi. The Proposer's demonstrated understanding of the Scope of Services.
 - vii. The Proposer's statement on why it believes itself to be best qualified.
 - viii. The accessibility of the Designated Attorney.
 - ix. Any distinguishing features, skills and/or services.
- c. Conceptual Plan:
 - i. The appropriateness of the proposed services to the needs of the City.
 - ii. The expected amount of time necessary to review and understand the existing documents comprehensively to render legal advice, assist in the preparation and review of documentation, and to begin moving the Project forward.
 - iii. The level of flexibility in understanding and defending existing findings and determinations made by previous special counsel on the Project and its related documents.

8.0 SELECTION PROCEDURE

The Proposals will be uniformly and objectively evaluated by a Selection Committee to be designated. Submittal of a Proposal with incomplete or vague responses to any section or



subsection of this RFP may result in its rejection. The Proposal will be evaluated and ranked based on the completeness of the submittal and criteria, as detailed in Sections 6.0 and 7.0 of this RFP, respectively. The Proposer with the highest-rated Proposal may be interviewed and rated by the Selection Committee.

Based on the results of the Selection Committee's evaluation and interview, a scope of work, fee and agreement will be negotiated with the highest-rated Proposer. If the City is unable to reach an agreement with the highest-rated Proposer, negotiations will be formally terminated. The City will then negotiate with the next highest-rated Proposer. Once negotiations with a Proposer are terminated, the City will not renegotiate with that entity.

9.0 CONTRACT

The award of contract, if any, will be to the Proposer whose Proposal best complies with all of the requirements of the RFP documents and which provides the best solution for the needs of the City of Montebello. Evaluation criteria and selection procedures are described in Sections 7.0 and 8.0 of this RFP.

The Proposer chosen will be required to enter into a Legal Services Agreement ("Agreement") with the City, which will include the requirements of this RFP, as well as other requirements to be determined. The City reserves the right to negotiate the price, terms, and scope of services with the Selected Proposer, prior to entering into an Agreement. The Agreement will contain provisions requiring the selected law firm to indemnify the City and provide that the special counsel is an independent contractor serving at the will of the City Council. Provisions will also be included in the Agreement allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

The term of the Agreement shall be for a minimum of one (1) year from the issuance of the Notice to Proceed. Extensions to the Agreement are possible, at the City's discretion, dependent on the status of the Project.

In the event that a conflict exists between documents associated with this RFP, the following order of precedence shall apply:

1. City of Montebello Legal Services Agreement
2. City of Montebello Request for Proposals
3. Proposer's Response.

The Agreement shall be signed by the selected firm and returned, along with the other required documents, to the City within ten (10) working days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreement is not effective until approved and signed by the appropriate City officials. Any work performed prior to the receipt of the fully executed Agreement shall be at the proposer's own risk.

9.1 Termination

The City may terminate the services of the Selected Proposer at any time upon fourteen (14) days' written notice with or without cause. The Selected Proposer shall be paid for all services authorized by the City and performed up through and including the effective date of termination.



10.0 INSURANCE COVERAGE AND INDEMNIFICATION

The Selected Proposer shall agree to protect the City and its elective and appointed boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of or in any way connected with the Selected Proposer's performance under this RFP.

The Proposer shall furnish to the City certificates of insurance and endorsements verifying the insurance coverage as required by this RFP. These certificates of insurance and endorsements shall be provided with the Proposal. The City reserves the right to require complete and accurate copies of all insurance policies required by the RFP.

The insurance provided under this RFP shall include policies providing coverage to include each of the requirements set forth below in amounts that meet or exceed the minimums set forth herein.

Workers' Compensation-The Proposer shall provide proof of Workers' Compensation Insurance as required by law in the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against the City, their employees, representatives, and agents.

General Liability-The Proposer shall provide proof of general liability insurance including provisions for contractual liability, independent contractors, and broad form property damage coverage. This insurance shall be on a comprehensive, occurrence basis form with a standard cross liability clause or endorsement. The City of Montebello shall be named as additionally insured (provided a contract is awarded), and the limit set forth in insurance shall be not less than \$3,000,000 per occurrence combined single limit for bodily injury and property damage.

Automobile Liability-The Proposer shall provide proof of automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City of Montebello (provided a contract is awarded) as additionally insured and with a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Professional Liability-The Proposer shall provide proof of professional liability insurance with coverage for wrongful acts, errors, or omissions committed by the Proposer in the course of work performed for the City (provided a contract is awarded). This insurance shall include coverage for liability when such liability is caused by the Proposer's negligent acts, errors, or omissions (provided a contract is awarded). The limit for this insurance shall be not less than \$5,000,000 per occurrence.

The effective dates for these insurance policies shall start within two (2) calendar days after the City approves award of a Contract and shall be valid for a period of three (3) calendar years after the completion of the Project.



11.0 TERMS AND CONDITIONS

11.1 Right to Reject Proposals

The City reserves the right to reject any or all Proposals, or to negotiate with the next highest-rated Proposer if the highest-rated Proposer does not execute or agree to terms of Agreement within ten (10) days after the Proposer is informed of its selection.

11.2 RFP Clarification

The City reserves the right to request clarification of information submitted and to request additional information from any or all Proposers.

11.3 Duration of RFP

This solicitation does not obligate the City to enter into an agreement with any Proposer. The City reserves the right to cancel this RFP at any time prior to the RFP Deadline stated in Section 5.0, at its discretion. The City is not liable for any costs or expense incurred in the preparation of a Proposal in response to this RFP.

11.4 RFP Revision

The City reserves the right to revise this RFP. Revisions to the RFP shall be mailed or transmitted to all potential Proposers who were mailed the RFP. All potential Proposers should also provide an e-mail contact and facsimile telephone number to the City's primary contact for more rapid dissemination of revisions or corrections to the RFP.

12.0 LEGAL ISSUES

12.1 Public Announcement

Public news release pertaining to the selection of the Proposer shall not be made without prior written approval of the City and the Proposer.

12.2 Proposals as City Property

Proposals become the property of the City and information therein shall become public property subject to disclosure laws after a Notice of Intent to Award. The City reserves the right to make use of any information or ideas contained in submitted proposals.

12.3 Disputes/Protest

The City encourages proposers to resolve issues regarding the Project requirements or RFP process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City wishes to foster cooperative relationships and reach a fair agreement in a timely manner.



Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified or registered mail or delivered in person to the Director of Planning & Community Development, or his or her designee. The City will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail or delivered in person to the protesting proposer. The decision of the City is final.

Interpretation of the wording of this document shall be the responsibility of the City, and that interpretation shall be final.



APPENDIX A

CERTIFICATION OF PROPOSAL TO THE CITY OF MONTEBELLO

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with this Request for Proposals (RFP) for Special Counsel services for the processing of the Montebello Hills Specific Plan project, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informal or irregularity in any proposal received by the City.
4. The proposal includes all of the components, figures, and data required by this RFP.
5. This firm has carefully read and fully understands all of the items contained in this RFP. This firm agrees to all of the requirements of the RFP.
6. The proposal by this firm is an irrevocable offer and shall be valid for 120 days from December 2, 2010.
7. The firm acknowledges the receipt of the following addendum/addenda associated with this RFP (please list each addendum/addenda number(s)):

Name of Firm: _____

By: _____ Date: _____
(Authorized Signature)

Type/Print Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____