

**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

**REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS  
TO PROVIDE LEGAL SERVICES RELATED TO  
PUBLIC AGENCY EMINENT DOMAIN PROCEEDINGS**

Submit proposals via e-mail, mail or delivery to:  
The Metropolitan Water District of Southern California  
700 North Alameda Street, 12<sup>th</sup> Floor, Los Angeles, California 90012

**Letters of Interest are due by no later than 4:00 p.m., July 15, 2025.**

DATED: June 24, 2025

## **Request for Letters of Interest and Qualifications for Legal Services Related to Public Agency Eminent Domain Proceedings**

### **A. General.**

The General Counsel of the Metropolitan Water District of Southern California (“Metropolitan”), a public agency is seeking letters of interest and qualifications from law firms and individual practicing attorneys for the provision of legal services, assistance, and advice related to eminent domain proceedings and property acquisitions, including for services related to the proposed Pure Water Southern California regional recycled water project (PWSC). The purpose of this Request for Letters of Interest is to create a list of qualified law firms and individuals that may be engaged by Metropolitan specifically for eminent domain proceedings and property acquisition legal support. Letters of interest and qualification should clearly describe the firm’s substantive areas of expertise and experience.

This Request for Letters of Interest is intended to provide notice of the opportunity to be considered for provision of legal services to Metropolitan. When matters arise, Metropolitan may select any firm or individual from the list created by this process and, notwithstanding the selection of any firm or firms, Metropolitan reserves the right, at its sole discretion, to select counsel for future matters through any alternative means or additional requests and solicitations.

Metropolitan is a public agency and special district created in 1928 by the California legislature. Metropolitan’s primary purpose is to provide a supplemental supply of water for domestic and municipal uses and purposes to its 26 member public agencies. Metropolitan’s service area comprises approximately 5,200 square miles and includes portions of the six counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. There are 26 member public agencies of Metropolitan, consisting of 14 cities, 11 municipal water districts, and one county water authority. Metropolitan is governed by a 38-member Board of Directors. Approximately 19 million people reside within Metropolitan’s service area. Metropolitan imports water from two sources: the Colorado River via the Colorado River Aqueduct, and Northern California via the State Water Project (SWP).

Metropolitan is organized under the Metropolitan Water District Act, Cal. Stats. 1969, ch. 209, as amended; Deering’s Water Code—Uncodified Acts, Section 9129(b); West’s Water Code Appendix, Section 109. For more information about Metropolitan, please go to [www.mwdh2o.com](http://www.mwdh2o.com).

## **B. Legal Services Being Solicited.**

The legal services being solicited will be for eminent domain actions and litigation related to acquiring property and property rights, including for up to seven or more actions related to PWSC. Eminent domain proceedings may include, but are not limited to, assisting in preparing resolutions of necessity and defending against potential challenges, commencement of eminent domain proceedings, preparing, drafting and filing documents necessary for eminent domain proceedings, and the obtainment of court order(s) for prejudgment possession. There may also be alternative administrative settlements leading to property acquisitions.

The legal services for eminent domain proceedings and property acquisitions shall serve under the direction and supervision of the General Counsel's Office. The attorney(s) providing legal services will not be Metropolitan employees and will not be entitled to the benefits of Metropolitan employees.

PWSC is a large-scale water recycling project currently being investigated by Metropolitan and the Los Angeles County Sanitations Districts ("Sanitation fDistricts"). This project would involve the purification and reuse of up to 150 million gallons per day of effluent from the Sanitation Districts' Joint Water Pollution Control Plant ("Joint Plant") located in Carson, California, which currently is discharged to the Pacific Ocean. This project would have several components and may be implemented in phases. As currently envisioned, a centralized advanced water treatment ("AWT") facility would be constructed at the Joint Plant, with the purified effluent distributed through new conveyance facilities to various locations within Metropolitan's service area. Land acquisitions may be required for treatment facilities, pipelines, pump stations, and recharge facilities and other uses. Pure Water Southern California is anticipated to provide up to 168,000 acre-feet per year of new water supply to the region. For more information about this project, please go to [www.mwdh2o.com/rwfp](http://www.mwdh2o.com/rwfp).

## **C. Letter of Interest and Qualifications Requirements.**

Your letter shall:

1. Summarize your relevant experience and qualifications as counsel in public agency eminent domain proceedings and submit a representative list of clients in that field (which may be attached as an appendix).
2. List the particular attorney(s) to be assigned for the work and his or her statement of experience and qualifications.
3. Describe how you or your firm proposes to integrate your services with the work of Metropolitan counsel, including communicating in an effective and timely manner. Note that you or your firm will be expected to comply with Metropolitan's Special Counsel Guidelines (See Attachment 1).
4. Describe your existing engagements (formal or informal) which could present conflicts with Metropolitan's interests, or which might interfere with your ability to provide independent and unbiased advice to Metropolitan, and describe any engagements. Please specify which engagements would require conflict of interest

waivers to be obtained in order for your firm to be retained by Metropolitan. **It is not Metropolitan's practice to execute advance conflict waivers.**

5. Submit a proposed schedule of hourly billing rates applicable to public agencies or if the rates are otherwise discounted rates. Rate structure should be stable for a minimum of three years. **Any modification of rates requires an amendment to the contract for legal services. Metropolitan does not modify rates based on notices received from outside counsel.**

6. List References. Please provide contact information for three (3) public agency clients for which legal services relevant to this Request for Letters of Interest have been provided in the last three years. Please include the contact person's name, address, phone number and email address.

It is the policy of Metropolitan to solicit participation in the performance of all construction, professional services, procurement contracts, supplies and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities and economically disadvantaged enterprises. In performing legal services for Metropolitan, outside counsel shall endeavor to further this policy whenever practicable. Metropolitan is committed to creating an environment that affords all individuals and businesses open access to the business opportunities available within the regional service area in a manner that reflects the diversity of its service area.

#### **D. Firm and Attorney Selection.**

Metropolitan may utilize a panel or a single reviewer to evaluate the responses to this Request for Letters of Interest. Metropolitan may establish a list of qualified law firms and individuals that may be engaged by Metropolitan for specific, defined matters. Letters of interest and qualification should clearly describe the expertise and experience in eminent domain proceedings.

Metropolitan's selection criteria will include relevant experience, expertise, availability and qualifications of staff, and billing rates. Selection may be based solely on the written responses or firms may be invited to interview. Accordingly, responses should be complete when submitted.

Metropolitan reserves the right to reject any or all submittals and to waive irregularities in any submittal if that is determined to be in the best interests of Metropolitan. Metropolitan may request additional information from any of the firms submitting letters of interest. Metropolitan shall not be responsible for any cost of preparation of a letter of interest or costs incurred in interviewing, should an interview opportunity be offered. If you have questions about Metropolitan or the process described herein, please contact Senior Deputy General Counsel Bryan Otake at (213) 217-6327. This solicitation does not obligate Metropolitan to undertake any particular real property or condemnation matter or to select any of the respondents.

**D. Response Submission.**

To be considered, your letter must be received in our office no later than **4:00 p.m. on July 15, 2025**. Letters received after this time and date shall not be considered. Metropolitan will not be responsible for submittals that are delinquent, lost, mismarked, or sent to an incorrect e-mail, fax number, or street address.

Metropolitan requests that letters be organized and presented in a neat and logical format covering only the information relevant to the services required. Responses shall be limited to seven (7) pages (excluding tables or appendices). Respondent's letters shall be clear, concise, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Submittals shall be in Microsoft Word or PDF format, delivered via e-mail to Metropolitan's General Counsel at [officeofthegeneralcounsel@mwdh2o.com](mailto:officeofthegeneralcounsel@mwdh2o.com), with a copy to [botake@mwdh2o.com](mailto:botake@mwdh2o.com). Proposals may also be mailed or delivered in hardcopy form to the attention of the General Counsel at Metropolitan Water District, 700 N. Alameda Street, Los Angeles, 90012; mailing address P.O. Box 54153, Los Angeles, CA 90054-0153.

Very truly yours,

A handwritten signature in black ink, appearing to read "MScully".

Marcia L. Scully  
General Counsel  
The Metropolitan Water District  
of Southern California

# Attachment 1

## Special Counsel Guidelines March 2016

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

**Special Counsel Guidelines**

**March 2016**

The Metropolitan Water District of Southern California ("Metropolitan") values its relationship with Special Counsel. In the spirit of cooperation and recognition of the special nature of our relationship with law firms and legal counsel handling special matters for Metropolitan, these guidelines are intended to express the desires and expectations of Metropolitan in dealing with Special Counsel. While these guidelines are just that, guidelines, the provisions of these guidelines will prevail unless written variations from these guidelines are set forth in our engagement agreement.

**1. Goal**

The Legal Department of Metropolitan is responsible for all legal affairs of Metropolitan. Although Metropolitan employs in-house counsel to handle a substantial portion of its legal matters, there will be occasions when in-house lawyers need assistance from Special Counsel. Whether a matter is handled by the staff of Metropolitan or is referred to Special Counsel, Metropolitan's goal is to conduct its legal affairs in a manner which produces the most positive and cost-effective result possible. In furtherance of this goal, when Special Counsel is retained, Metropolitan intends to maximize expertise and efficiency by forming an effective "team" among in-house lawyers and Special Counsel.

These guidelines are intended to build mutual confidence by setting forth a workable and an agreed-upon set of principles. If any of the policies and procedures set forth herein seem inappropriate in a given case, Special Counsel should bring its concerns or special requests directly to the attention of General Counsel of Metropolitan, prior to entering into a contract for legal services with Metropolitan.

**2. Authorization to Retain Counsel**

The Legal Department seeks to retain Special Counsel who combine the highest level of professional skills with a willingness to work cooperatively with the in-house lawyers of Metropolitan to render cost-effective legal services. The Legal Department is the only Metropolitan unit authorized to retain Special Counsel for Metropolitan, to manage the services provided by Special Counsel, and to approve all bills submitted by Special Counsel.

Special Counsel shall be retained in accordance with a written engagement agreement. These guidelines shall be referenced in the engagement agreement and shall govern the relationship between Special Counsel and Metropolitan in all matters covered by these guidelines. These guidelines may be amended only by mutual agreement in writing and signed by both Special Counsel and General Counsel of Metropolitan.

### **3. Potential Conflicts of Interest**

After notice of possible retention, Special Counsel shall check thoroughly and immediately for any potential or actual conflict of interest with Metropolitan that would arise from the retention. Potential or actual conflicts of interest shall include matters not only potentially or actually adverse to Metropolitan, but also matters potentially or actually adverse to current or prior clients of Special Counsel. The Legal Department shall be notified promptly in writing by Special Counsel of any potential conflict of interest that might arise in connection with Special Counsel's past, current or proposed representation of other parties or other matters, and a waiver of that conflict shall be obtained from the Legal Department before undertaking the retention. In accordance with the California Rules of Professional Conduct, all waivers from Metropolitan must be in writing.

### **4. Role of Metropolitan Counsel; Communication with Client**

In any attorney-client relationship, the client has the responsibility for making substantive judgments about the course of the matter. The Legal Department and its designated in-house counsel serve as co-counsel in all litigation matters. Special Counsel shall regularly confer with the designated in-house counsel regarding all significant developments and whenever any significant decisions are to be made about the handling of the matter. Communication is the essence of quality attorney-client relations; it is the responsibility of Special Counsel to keep Metropolitan, its client, fully informed of developments in each matter being handled for Metropolitan by Special Counsel.

Without limiting the foregoing paragraph:

- Special Counsel shall advise the Legal Department in advance of all important events with sufficient advance notice in order for the Legal Department to participate if desired. When the Legal Department does not participate with Special Counsel, Special Counsel shall promptly advise the Legal Department of the results of said event.
- All documents shall be sent to the Legal Department in adequate time for review, discussion and revision prior to filing. In addition, copies of all pertinent correspondence, documentation and conformed copies of all pleadings shall be forwarded to the Legal Department promptly so that the Legal Department may maintain a current file on each matter being handled by Special Counsel.
- Special Counsel shall maintain its own files on all Metropolitan matters in an organized fashion and shall be capable of responding to Metropolitan requests for copies of documents or pleadings within 24 hours. If needed, Metropolitan staff shall be provided the opportunity to review files relating to Metropolitan matters at Special Counsel's office.



- Special Counsel shall consult the Legal Department before undertaking major or significant legal research projects and before retaining experts. Special Counsel shall provide Metropolitan with copies of all research memoranda.

## 5. Planning/Budget Estimates

Budgeting is part of any government or corporate system and helps Metropolitan meet and plan for its responsibilities. This is also a control measure intended to minimize the chance that Metropolitan will incur legal charges where estimated costs may exceed charges deemed by Metropolitan to be prudent. When requested by the General Counsel, Special Counsel shall conduct an assessment of each matter within thirty (30) days of engagement. Each assessment shall contain, as a minimum, an assessment of the matter and the risks thereof, major assumptions, a description of the available options for handling the matter, the major steps likely to be involved, the timing and sequence of the major steps, and the projected cost for each major phase of the matter. The Legal Department shall approve the estimate or budget in advance of Special Counsel's commencing any work on the project other than work associated with the most preliminary of matters. **Approval of the Metropolitan Board of Directors is required for all legal services contracts or amendments to such contracts in which the maximum amount authorized exceeds \$100,000.** It is incumbent upon Special Counsel to keep the General Counsel advised when costs incurred approach 80% of the total contract maximum. If it is anticipated that costs will exceed to contract maximum, Special Counsel shall provide the General Counsel with notice at least 60 days prior to reaching the current contract maximum. Thereafter, Special Counsel shall submit to Metropolitan an update of budget estimates whenever significant developments in the case require a review and revision of the assessment. Said budget shall be submitted in all matters where the proposed budget is in excess of \$10,000 or where specifically requested by Metropolitan.

Many factors outside the control of Special Counsel may affect the course of events and require revisions to the initial assessment and estimate of cost. Where such factors arise, Special Counsel shall notify the Legal Department in advance, discuss with Metropolitan options that are then present and obtain the consent of the Legal Department for any significant departure from the original plan of action agreed to by the Legal Department and Special Counsel.

## 6. Staffing

Training and educating junior attorneys and staff of Special Counsel is not the responsibility of, and shall not be paid for by, Metropolitan. Special Counsel shall staff each matter with attorney and legal assistant expertise appropriate for the circumstances, giving due regard for expertise, efficiency and cost. All matters shall be adequately staffed at the appropriate level to insure timely completion of necessary work in a cost-effective manner.

At the onset of a matter, Special Counsel shall identify the attorneys and other staff members, and their billing rates, that will be engaged for that matter and shall consult with the Legal Department whenever a change is made or when additional attorneys or legal assistants are

needed. There shall be no charges for start-up or transition costs associated with educating new team members.

## **7. Fees and Billing**

Invoices should be submitted on a regular monthly basis. Different matters should be billed separately. Computer billing records, if available, shall be included with invoices.

Reimbursements of normal out-of-pocket expenses shall be at the actual cost to Special Counsel or such other amount as shall be mutually agreed in advance of the expenditure. These items are not to be considered a profit center.

Special Counsel shall advance costs for the benefit of Metropolitan and request reimbursement on its next regular invoice. When possible, Special Counsel shall discuss significant third party costs with Metropolitan's contract administrator prior to incurring such costs to determine if Metropolitan should directly pay such costs.

Each bill should include the following information:

- A reference to the specific matter or matters covered
- Metropolitan's Legal Department file information (this should also appear on all reports, correspondence, etc. forwarded to Metropolitan)
- The date of each service performed and a description of the services rendered
- The identity of each attorney and paralegal who provided professional services during the period to the nearest 1/10th of an hour, and the total number of hours worked each day by each billing person
- The total fee for professional services (as adjusted in the exercise of billing judgment or due to capped fees or similarly negotiated reductions as appropriate)
- An itemized list of reimbursable expenses and disbursements by category
- Year-to-date total amounts billed for professional services and disbursements on the particular matter
- If the matter extends over more than one year, the cumulative total amount billed for services and disbursements since the matter's inception.

8. **Costs**

a. Travel and Other Expenses

All travel outside the local metropolitan area of Special Counsel shall be approved in advance by the Legal Department. Air travel shall be by coach class or the most reasonable fare available. Moderation is expected in the selection of lodging, transportation and meals. Mileage shall be reimbursed at the current rate set forth in the Regulations of the Internal Revenue Service.

b. Experts

If it is necessary to retain the services of an expert, consultant or other professional, or otherwise incur expenses on behalf of Metropolitan which will exceed \$1,500, Special Counsel shall obtain the prior approval of the Legal Department. Often experts will be directly retained by Metropolitan.

c. Photocopying

Metropolitan shall reimburse Special Counsel for necessary photocopying at either the actual annualized per copy expense of Special Counsel or fifteen cents (\$.15) per page, whichever is lower. Where it would be less costly to use the services of an outside vendor for bulk copying, Special Counsel should use such service unless specific concerns about speed, confidentiality or reliability dictate the use of the Special Counsel's own facilities.

d. Facsimile

Facsimile transmissions may be used when necessary or appropriate. Metropolitan shall pay not more than \$1 per page for facsimile transmissions based upon actual cost, excluding secretarial time.

e. Telephone

Long distance telephone and cellular telephone charges shall be billed at the published tariff rate or actual cost to Special Counsel, whichever is lower.

f. Postage

Postage charges shall be billed at actual cost.

g. Courier Services

Special Counsel shall use normal mail for transmission of documents prepared in the normal course of business. However, where there is an urgency that was not caused by Special Counsel's delay or procrastination, Metropolitan shall reimburse Special Counsel for actual

charges billed for deliveries (including overnight express) that are necessary in the interest of dispatch and reliability.

h. Computerized Research

Metropolitan retains Special Counsel for its expertise. Special Counsel shall monitor the use of computerized research used on matters for Metropolitan to assure that said research is productive and cost-efficient. Computerized research expenses shall be billed at the actual cost to Special Counsel or such other amount as shall be mutually agreed in advance of the expenditure. To the extent legal research being undertaken on behalf of Metropolitan is applicable to other clients, Metropolitan shall be billed for only its proportionate share of the cost. All written work product resulting from legal research shall be sent to the Legal Department for retention and future use by the Legal Department.

i. Non-Billable Time and Expenses

The following time spent by Special Counsel or its personnel shall not be billed to Metropolitan:

- i. Preparation or clarification of statements for legal services rendered, whether for billing purposes or reimbursements
- ii. Overtime work by Special Counsel and its staff not directly necessitated by the requirements of Metropolitan or the matter
- iii. Overhead expenses including word processing
- iv. File review by replacement attorneys or legal assistants whose replacement was not at the request of Metropolitan
- v. Training and education of attorneys, legal assistants and staff
- vi. Travel on behalf of more than one client in excess of a proportionate share to which Metropolitan previously agreed
- vii. Preparation of internal memoranda of Special Counsel regarding the status of Metropolitan legal matters
- viii. Employee meals, unless incurred in connection with out-of-town travel or extraordinary overtime incurred at request of Metropolitan
- ix. Efforts spent checking for and clearing conflicts
- x. Double-teaming -- while the complexity or materiality of a matter or the existence of an emergency situation may sometimes require double-

teaming, the necessity of assigning two or more persons to attend a hearing, conference or meeting should be discussed with and approved by the Legal Department in advance of its utilization.

j. Documentation

Special Counsel shall provide documentary support for its actual costs for any disbursement billed to Metropolitan when practicable but always when actual costs exceed \$50.00.

9. **Malpractice Coverage**

Special Counsel shall maintain an errors & omissions (malpractice) insurance policy in an amount of not less than \$1,000,000 and shall provide proof of insurance upon request.

10. **Work Product, Attorney-Client Privilege and Confidentiality**

All services performed and all work product associated with proprietary or unique products/services shall remain the property of Metropolitan and will not be shared with other clients of Special Counsel or used in services performed for other clients, unless prior written approval of the Legal Department is obtained. All files, documents, correspondence, opinions and pleadings will be maintained and handled as subject to the attorney-client privilege to the fullest extent possible.

11. **Audits**

Metropolitan may, from time to time in the future, conduct audits of billing statements and invoices submitted by Special Counsel. Special Counsel agrees to cooperate promptly and fully in providing Metropolitan, its agents and representatives with "hard copy" of invoices, computer disk with invoices in Microsoft Word For Windows word processing application, Microsoft Excel or other time and billing database format as shall be agreed upon, and all records made contemporaneously with services performed and all records relied upon by Special Counsel to substantiate invoices for fees and services submitted for payment. All such records shall be retained by Special Counsel for possible audit during the course of the engagement and the following three (3) years.

If the parties cannot agree on procedures to satisfy the needs of Metropolitan auditors, the following procedure shall be adopted: (i) Metropolitan Deputy General Counsel will accompany the Audit Department's representatives; (ii) Special Counsel and its accounting personnel will retrieve randomly selected (by the Audit Department) days' billings; and (iii) the names of the clients and the nature of the work performed will be redacted by Special Counsel's representatives. No documents will be photocopied or removed from the Special Counsel's offices. The Audit Department representatives will be able to review the billings to Metropolitan and the time expended during the days selected on other clients' matters by Special Counsel.

## 12. **Equal Employment Opportunity**

During the time it represents Metropolitan, Special Counsel shall maintain a policy to offer equal employment opportunity to all persons without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, physical handicap or any other basis of classification which is prohibited under federal or state law, except where age or sex are bona fide occupational qualifications, or where physical handicap is a bona fide occupational disqualification. Such policy shall apply to all personnel actions including, but not limited to, actions relating to recruiting, hiring, promotion, upgrading, layoff, compensation, benefits, termination, and all other privileges, terms and conditions of employment.

The essence of good attorney-client relations is clear and frequent communication between the parties. We encourage and enlist your support to maintain an open and effective channel of communication between us.

Very truly yours,

A handwritten signature in cursive script, reading "mScully".

Marcia Scully  
General Counsel  
The Metropolitan Water District  
of Southern California