

REQUEST FOR QUALIFICATIONS
for
LEGAL SERVICES
October 1, 2020

The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota seeks proposals from qualified law firms to serve as General Counsel to the HRA Board of Commissioners and staff.

Length of Contract: 3 years

Size of Account: The amount of paid invoices has averaged approximately \$50,000 per year over the last 3 years.

Number of Contracts: The HRA may select more than one qualified responder for award of a contract for the performance of legal services.

Scope of Services: Legal Services described in this request.

Evaluation Criteria: Qualifications, experience and fees.

Proposal Due Date: Monday, November 30, 2020

Respond to: Louise Reis, Executive Director
St Cloud Housing & Redevelopment Authority
1225 West St. Germain Street
St. Cloud, MN 56301

PART I – INTRODUCTION

1.1 Purpose: The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota (HRA) seeks proposals from qualified law firms, partnerships or legal practitioners to serve as general counsel to the HRA Board of Commissioners and staff. General counsel will provide legal services to the HRA in connection with public housing programs, human resources, redevelopment activities, property acquisition, insurance matters and other HRA programs and projects.

The HRA uses separate legal counsel for certain projects including Tax Increment Financing (TIF), issuance of bonds or other debt, and some development projects. These areas are not included in this request.

1.2 Agency Background: The HRA is a mid-sized Public Housing and Redevelopment Authority which administers 781 units of rental housing, including apartments, townhomes, and scattered-site single family houses. The HRA administers approximately 1,200-1,300 vouchers for federal and state housing programs including the Housing Choice Vouchers Program (formerly Section 8) and various state and local programs.

The HRA facilitates numerous projects including affordable housing development, community development and redevelopment. The HRA works with community organizations throughout the St. Cloud Area.

1.3 Agency Governance and Administration: The HRA is governed by a seven-member Board of Commissioners appointed by the Mayor with approval of the City Council. The current composition includes four citizens and three City Council members; each is appointed to a five-year term.

An Executive Director operates the HRA on a daily basis, with 24 FTE and 13 PT employees.

The HRA utilizes legal counsel to advise them on all operational issues arising out of state, local and federal laws, including public housing programs, human resources, development activities, property acquisition, insurance matters, and other HRA programs and projects.

PART II – SCOPE OF SERVICES

2.1 General: The following list includes the kinds of legal services that will be required for the activities of the HRA. The requirements described in this request are not intended to identify completely all aspects of the legal services necessary for effective representation of the HRA. These descriptions underscore some elements of the desired legal services.

The Responder must consider and propose all work, services, expertise and information necessary and/or reasonably needed to provide the HRA with appropriate, competent and comprehensive legal representation that meets or exceeds standards in the profession.

The HRA reserves the right to contract with any or all of the selected legal counsel pursuant to this Request for the performance of any portion of, or all of, the following services relating to any, all, or any portion of the activities undertaken by the HRA. The contracting firm(s) is not

guaranteed a minimum amount of work. All decisions regarding which firm is used are at the sole discretion of the HRA Board of Commissioners.

2.2 Legal Services

- A. Provide general counsel and guidance to the HRA Board of Commissioners and Executive Director in public policy, such as open meeting law, ethics, conflict of interest and other matters under the housing and redevelopment statutes of the State of Minnesota and the by-laws of the organization. May involve attendance at HRA Board meetings.
- B. Review and render advice on landlord and tenant law. Represent and advise the HRA in disputes involving property owners and tenants and other housing matters. Must be knowledgeable with federal HUD regulations for Public Housing, the Housing Choice Voucher program and similar rental housing laws.
- C. Review and render advice on relevant compliance with all federal, state and local requirements and regulations including relocation, procurement, zoning, environmental, tax code, and including all regulations governing the use of Section 42 Low Income Housing Tax Credits, HUD funding sources (Community Development Block Grant, Public Housing, Housing Choice Voucher, etc.), State of Minnesota funding (Minnesota Housing Finance Agency), historic preservation, and private foundation funding (Greater Minnesota Housing Fund).
- D. Prepare and/or review all appropriate legal documents as needed, including but not limited to those involving the transfer, ownership and control of real estate, the contracting of architectural, construction and other services, and the formation of development partnerships.
- E. Provide advice and represent the HRA as required in human resource and employment matters including human resource policy administration, contract negotiations, grievance resolution, discipline and discharge, Americans with Disabilities Act, and all applicable federal and state laws pertaining to employer-employee relationships.
- F. Advise and represent the HRA in negotiating with any developer, builder, contractor, management company, governmental entity, lender, underwriter, financial advisor or other organization as required by the HRA. Negotiate the terms and conditions of all legal documents necessary to formalize and delineate the roles of the foregoing with the HRA.
- G. Review and advise the HRA on the legal implications of various financial models and the role of the HRA in each, including limited partnerships, low-income housing tax credit syndication, bond financing and conventional mortgages, and other public/private combinations, for the rebuilding, reconstruction, rehabilitation and/or development of rental and for sale units for low-income and mixed-income tenants.
- H. Advise the HRA on legal matters throughout the community development and the redevelopment process from pre-development activities through approval for funding, commitment and settlement on funds, entering into contracts and final closing.
- I. Prepare and/or review all loan or other forms of financing documents required for commitment, closing and disbursement of funds from city, state, federal, and private sources.
- J. Work with the HRA staff, HRA development partners or consultants and other entities procured by the HRA for their development and financing activities, as needed.

- K. Prepare and/or advise in the preparation of submissions to HUD and other federal agencies, the State of Minnesota, the City of St. Cloud, community groups, property owners, potential property sellers, etc.
- L. Represent the HRA during court proceedings.
- M. Perform other legal tasks as requested or required by the HRA.

PART III – SUBMISSION REQUIREMENTS

- A. Proposals must be submitted in a sealed envelope, labeled “Legal Services Proposal.”
- B. The HRA must receive an original and one (1) copy of the proposal.
- C. Proposals must be received at the HRA office by **4:30 p.m. on Monday, November 30, 2020.** Extensions will not be granted, unless notice of the extension is provided to all Prospective Responders.
- D. The HRA is not responsible for any expenses that Responders may incur to prepare and submit proposals.
- E. All proposals are the property of and will be retained by the HRA. They will NOT be returned to the Responders.
- F. The HRA reserves the right to cancel this Request or to reject in whole or in part, any and all proposals received in response to the Request. The HRA reserves the right to waive any minor informality in any submitted proposals. All decisions regarding the contract award as a result of this Request are at the absolute sole discretion of the HRA.

PART IV – MINIMUM QUALIFICATIONS

4.1 Experience Required:

The legal team proposed by the Respondent must have the following experience:

- General Counsel to HRA or Similar Entity
- Labor and Employment Practice
- HUD Finance, Grant and Insurance Programs
- Tax-Exempt Private Activity Bonds (Multi-Family)
- Mixed Public/Private Finance
- General and Professional Liability Insurance
- Real Estate Finance
- Real Estate Development
- HUD Regulatory
- Housing
- General Government
- Public Bidding & Procurement

The Proposal must identify the number of years of experience for each member of the legal team in the above areas of experiences. The Proposal may include other areas considered relevant by the Responder.

4.2 Ability to Perform in the State of Minnesota: Any out of state firms must provide written evidence of their ability to carry out the requirements of this Request in the State of Minnesota.

4.3 Signature: The proposal must bear the signature of a principal or authorized officer of the professional or firm.

4.4 Insurance: The selected firm or firms must carry or be willing and able to obtain a minimum Professional Liability and General Liability insurance policy with limits of \$3,000,000. All insurance provided shall set forth the HRA as an additional insured.

PART V – PROPOSAL REQUIREMENTS

5.1 Proposal Components

A. *Personnel:*

1. List the primary personnel who will be assigned to this contract and the responsibilities they will have, their legal specialties, and the percentage of time needed for the contract.
2. List paraprofessional personnel, partners, and associates.
3. List additional personnel who may be called upon for special services, but who will not be contributing more than 10% of the services required herein, and the areas of their expertise.
4. Provide resumes of all individuals expected to provide more than 10% of services herein.

B. *Project Specific Experience:* List all areas for which the Responder provided legal services identified in 4.1 above and indicate which professional(s) provided those services.

C. *Special Experience:* Describe in detail the resolution of one or more unique legal issues that arose in one or more of the projects from the Areas of Experience listed in 4.1 above. Please identify the issue, the resolution, and the process necessary to resolve the issue whether with a development partner, a financing source or a regulatory body.

D. *Conflicts of Interest:* Disclose any conflict of interest your firm may have involving the St. Cloud HRA. Such potential conflicts may include: (1) Past representation of clients whose positions were adverse to the HRA in litigation or administrative proceedings within the last three years; (2) Present representation of clients who have placed the HRA on notice of potential claims or disputes; (3) Representation in contract negotiations involving the HRA; (4) Anticipated or pending condemnation proceedings involving the HRA; and (5) Other conflicts of interest.

E. *Price Proposal*

1. **Actual Billing Rates:** List the standard billing rate for each professional and paraprofessional listed in 5.1.A.
2. **Proposed Billing Rates:** For each year of the contract, propose a fixed hourly rate for the services to be performed by each of the personnel listed in section 5.1.A. Quoted fees must be the hourly rate that is not subject to adjustment during the effective period of the term of the contract with the HRA.

PART VI – EVALUATION PROCEDURE

6.1 Qualifying Proposals: The Executive Director will review each proposal for compliance with the minimum qualifications set forth in Part IV. Failure to comply with the minimum qualifications will disqualify a Responder’s proposal from consideration. Each Responder submitting a proposal must assume full responsibility for meeting the minimum qualifications.

6.2 Deviations and Negotiations: The Executive Director shall have the sole right to determine whether any deviation from the requirements of this Request is substantial in nature, and may reject non-conforming proposals. The Executive Director may waive minor irregularities and negotiate with responsible Responders in any manner deemed in the best interest of the HRA.

6.3 Discussions: The Executive Director reserves the right to select a Responder for the contract award based solely upon the proposal without further discussion.

PART VII – CONTRACT INFORMATION

7.1 Parties to the Contract: The contract shall be between the parties as proposed by the Executive Director and the HRA. The Responder must have a principal of the firm sign the contract. The Executive Director will sign on behalf of the HRA.

7.2 Contract Term: The term shall commence as of the date specified in the contract and shall end the later of (a) three years after the commencement date; (b) upon completion of all work authorized on or before the expiration date, unless sooner terminated in accordance with the contract; or (c) upon 30 days written notice of termination to the firm. The contract may be terminated by the HRA at any time for non-performance or failure to provide legal services outlined in the contract.

7.3 Compensation and Method of Payment: The Contractor will be paid for services rendered upon submittal of monthly invoices. Payments will be based upon a reasonable number of actual hours expended by the Contractor’s attorneys and paraprofessionals in the performance of the services as requested by the Executive Director or his/her designee. The Contractor must provide invoices with reasonable detail regarding the items performed and the hours expended in a manner acceptable to the HRA.

7.4 Expenses:

- A. Reimbursable expenses include the following:
 - 1. Reasonable travel expenses incurred by the Contractor in the performance of the Contract outside the St. Cloud area
 - 2. Telephone costs incurred for calls outside the St. Cloud area
 - 3. Photocopying charges at cost
 - 4. Messenger or overnight delivery services only if requested by the HRA
 - 5. Facsimile costs
 - 6. Filing fees as request by the HRA
- B. Non-reimbursable expenses include the following:
 - 1. All expenses in any of the categories of 7.4.A that fall outside of the parameters of payment for specific services

2. Secretarial services whether performed during normal business hours or overtime, unless specifically requested by the HRA
3. Local transportation costs
4. In-house messenger services
5. Paraprofessional overtime costs
6. Any other itemized expense not otherwise specified

7.5 Records: The Contractor shall maintain records relating to the costs and expenses incurred by the Contractor in the performance of the contract for a period of seven years from the date of final payment under the contract.