

The Boynton Beach Community Redevelopment Agency
REQUEST FOR QUALIFICATIONS
AND PROPOSALS FOR LEGAL SERVICES
Submittal Response Deadline: 3:00 pm, Thursday, September 19, 2013
All responses shall be submitted to:
Vivian Brooks
Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, FL 33435

SECTION 1-INTRODUCTION

A. INTENT

The Board of the Boynton Beach Community Redevelopment Agency (CRA) invites interested law firms and/or attorneys to submit a written Letter of Interest and Hourly rates to provide CRA Attorney services to the Boynton Beach CRA. The CRA intends to enter into a contractual arrangement with a firm or individual attorney to provide legal services to the CRA to also include any necessary paralegal, secretarial services or other services the selected attorney may require. A retention contract shall provide for termination by the CRA at its discretion and have no provision for bonus pay or severance pay.

B. BACKGROUND

Located in Palm Beach County on Florida's East Coast, the City of Boynton Beach Community Redevelopment Agency continues its mission to redevelopment the commercial corridors of Federal Highway, Boynton Beach Boulevard and Ocean Avenue within the City of Boynton Beach (pop. 68,996). The CRA, created in 1981, recently changed the composition of its governing CRA Board from the five (5) members of the City Commission to the City Commission members plus two (2) appointed members (for a total of seven (7) board members). This change was designed to increase the voice of the community in the redevelopment efforts.

The present legal services are provided by the City Attorney; the CRA is seeking its own Attorney to remove any potential for conflict of interest with the City.

SECTION 2 - SCOPE OF SERVICES, MINIMUM REQUIREMENTS, AND QUALIFICATIONS

A. SCOPE OF SERVICES

1. To perform the duties and responsibilities pursuant to the Rules of Governance of the Boynton Beach Community Redevelopment Agency, Section 163, Part III, Fla. Stat. and the other general laws of the State of Florida.

2. Advise, research, assist and render written opinion to the CRA on a wide variety of legal areas including but not limited to: redevelopment law, general municipal law, special district law, general state and federal laws, and contract law relating to redevelopment, special districts, intergovernmental relations and rules and regulations.

3. Legal advisor and counselor for the Community Redevelopment Agency and all of its officers in matters relating to their official duties.

4. Prepare, review, or advise on all contracts, bonds, and all other legal and official instruments in which the Community Redevelopment Agency is concerned and shall endorse on each his approval of the form and correctness.

5. Review agenda items when requested.

6. Advise, research and assist the Community Redevelopment Agency on a wide variety of legal areas including but not limited to: grants, budgets, bonds, acquisition and disposition of land, tax increment collections, appropriateness of expenditures, public disclosure issues, and laws related to the undertaking and administration of redevelopment in the State of Florida.

7. Advise, research and assist the Community Redevelopment Agency on a wide variety of legal areas including but not limited to: the preparation and development of resolutions and the interpretation of land use law, comprehensive planning, zoning regulations and property rights, economic development activities, public utilities, code enforcement, building codes, real estate law, and redevelopment law.

8. Advise, research and assist the Community Redevelopment Agency on a wide variety of legal areas including but not limited to: contract law, environmental law, land leases or sales, purchasing and procurement.

9. Advise, research and assist the Community Redevelopment Agency on a wide variety of legal areas including but not limited to: litigation and trial activity, tort law and proactive methods to avoid litigation.

10. Prosecute and defend on behalf of the Community Redevelopment Agency all complaints, suits and controversies in which the Community Redevelopment Agency is a party except where the Community Redevelopment Agency's defense is provided either by contract or law by a third party.

11. Furnish the Community Redevelopment Agency Board members (either collectively or individually), the Community Redevelopment Agency Executive Director, or any employee of the Community Redevelopment Agency, his/her opinion on any question of law relating to any matter concerning their respective power and duties.

12. Advise the Community Redevelopment Agency Commission as to their compliance or non-compliance with the provisions of the Community Redevelopment Agency Rules of Governance and Florida Statutes.

13. Attend meetings of the Community Redevelopment Agency as requested, either in person or by his duly designated representative to supply those legal services as may be needed during the meeting.

14. Provide Counsel and legal services for Community Redevelopment Agency boards, task forces, and committees duly authorized by the Community Redevelopment Agency Board.

15. Assist the Community Redevelopment Agency in preparation, drafting, revisions of resolutions, amendments, leases, policy and procedural manuals, and other documents at the request of the Community Redevelopment Agency Board and/or Community Redevelopment Agency Executive Director.

16. Assist, revise, review and/or advise with acquisition requirements with appropriate staff, evaluate any special legal or cost problems, develop acquisition timetables, make preliminary cost estimates and obtain or develop proper legal descriptions of real estate transactions. Prepare documents necessary for routine land purchases and/or sales. All such transactions shall be deemed to be routine unless the Attorney contacts the Community Redevelopment Agency in advance and obtains the Community Redevelopment Agency's approval that the transaction contemplated is non-routine.

17. Submit, as part of the annual budget process, anticipated expenditures, and revenues.

18. Provide monthly report to Board summarizing legal services activities.

19. Provide all required documentation to the external auditor as part of annual audit.

20. Coordinate and supervise, specialized legal services provided by outside counsel.

21. Keep the Community Redevelopment Agency Board, Community Redevelopment Agency staff, and Community Redevelopment Agency Chair informed of legislation or judicial opinions that have potential impact to the Community Redevelopment Agency.

22. Meet with Community Redevelopment Agency Executive Director and/or designee on an as needed basis to provide for the operational necessity of the Community Redevelopment Agency.

23. Assist in preparation, drafting, revisions of contracts, amendments to the contracts and other legal documents at the request of the Community Redevelopment Agency Board and/or Community Redevelopment Agency Executive Director.

24. Advise Community Redevelopment Agency Board, Community Redevelopment Agency staff and Community Redevelopment Agency Chair at least once a year on Sunshine Law and public records law, redevelopment law, special district law; and all other areas of redevelopment

law, special district law, municipal law, legislative and judicial opinions that could potentially impact the Community Redevelopment Agency.

25. Perform any other duties as assigned by the Community Redevelopment Agency Rules of Governance, or as directed by the Community Redevelopment Agency Board.

B. MINIMUM REQUIREMENTS AND QUALIFICATIONS

1. The primary designated attorney assigned to the Boynton Community Redevelopment Agency must have a minimum of seven (7) years experience practicing in Florida including five (5) years experience representing one or more community redevelopment agencies in Florida.

2. Any attorneys other than the primary designated attorney representing and providing legal services to the Community Redevelopment Agency of Boynton Beach must have a minimum of five (5) years experience of practicing municipal law which must include three (3) years representing one or more community redevelopment agencies in Florida.

3. At least one (1) attorney must be Board Certified by the Florida Bar in City, County, and Local Government Law.

4. Prior to initiation of any agreement for services, **COMMUNITY REDEVELOPMENT AGENCY ATTORNEY - FIRM OR INDIVIDUAL** shall become or shall maintain membership in the Florida Redevelopment Association.

5. **COMMUNITY REDEVELOPMENT AGENCY ATTORNEY - FIRM OR INDIVIDUAL** must be licensed with the State of Florida and be in good standing with the Florida Bar Association.

C. NEGOTIATIONS The Community Redevelopment Agency reserves the right to negotiate the fee proposal, terms, and conditions in this contract.

SECTION 3 - INSTRUCTIONS TO RESPONDENTS

A. RESPONSES

Respondents are hereby requested to submit a "Response to Qualifications and Proposals for Legal Services to the CRA" on or before (but not later than) 3:00 P.M., Thursday, September 19, 2013.

The Respondent should submit a sealed package containing: one (1) original and one digital copy on a thumb drive of their Statement of Qualifications indicating their qualifications and any backup materials and outlining their ability to provide the services outlined herein. All digital materials shall be in portable document file (PDF) compatible format, AND the Respondent shall also include in the package a separately sealed envelope containing written hourly rates for any and all employees or associates anticipated to provide services under any resulting contract.

B. SUBMISSION REQUIREMENTS

All Statement of Qualifications must be submitted and mailed or hand delivered to:

Vivian Brooks, Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, FL 33435

The Solicitation title “CRA Request for Qualifications and Proposals for Legal Services” should be plainly marked on the outside of the package. It will be the sole responsibility of the Respondent to ensure that the Statement of Qualifications reaches the office of the CRA on or before the closing hour and date shown on the Solicitation cover (page 1). No submittals will be received, accepted, or considered after said time and date, unless the CRA, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of submittals.

Telegraphic, faxed, or emailed submittals will not be accepted.

D. INQUIRIES, ADDENDA AND MODIFICATIONS

The Respondent must direct any inquiries to the CRA Executive Director Vivian Brooks via email at brooksvi@bbfl.us

SECTION 4 - TERMS AND GENERAL CONDITIONS

A. SELECTION

CRA staff will review and rank all submittals meeting the minimum requirements and make a recommendation to the CRA Board at the October 8, 2013 CRA Board meeting. Upon selection of a firm by the by the CRA Board, the CRA Board or their designee, shall enter into negotiations with the top ranked proposer. At the conclusion of the negotiations with the firm or individual, the agreement will be submitted to the CRA Board for approval.

The CRA reserves the right to accept or reject any or all submissions, request resubmissions and to enter into negotiations with Respondents as warranted. The CRA reserves the right to award a contract to the firms or individual whose submissions are most advantageous to and in the best interest of the CRA. The CRA shall be the sole judge of which submission is in its best interest.

The CRA shall further reserve the right to waive and determine the nature of any minor irregularities. A minor irregularity is a variation from the Solicitation, terms and conditions which do not constitute failure to substantially comply with requirements set forth in this request. A Respondent may not modify its statement after submission.

B. PUBLIC RECORDS

Once opened by the CRA, a response to this Request for Statements of Qualifications is a

public record under Chapter 119, Florida Statutes. Any Respondent awarded a contract under this Solicitation will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract.

C. INDEMNIFICATION

The Respondent agrees to indemnify and hold harmless the CRA, its officials, employees and agents (including City of Boynton Beach staff that may act as agents for the CRA from time to time) from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, arising from or related to any contract resulting from this Solicitation or in any way connected with this Solicitation to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent.

D. LEGAL MALPRACTICE PROFESSIONAL LIABILITY

Respondents agree to maintain Legal Malpractice Professional Liability at a limit of liability not less than \$2,000,000 Per Claim, and \$2,000,000 Annual Aggregate in a policy acceptable to the CRA.