

RFP for Legal Services Q and A

1. Who is the current contract for legal services with and can we get a copy of the contract? **Saxon Gilmore & Carraway.P.A Contract Enclosed.**
2. What is the budget for the Housing Authority's legal services? **36,250.00 2023 Budget.**
3. Can you clarify what this means on page 14 of the RFP: "No member, officer or employee of the firm selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest, direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract." **My understanding Per HUD regulations is that if a firm is selected as Legal for the ACHA, and if the said firm assists in putting together the procurement documents and or has given any legal opinions on the actual contract of the vender selected that the above would apply.**

**ALACHUA COUNTY HOUSING AUTHORITY – SAXON GILMORE & CARRAWAY, P.A.
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES**

THIS AGREEMENT entered into as of this 28TH day of June, 2018, by and between the ALACHUA COUNTY HOUSING AUTHORITY, 703 Northeast 1st Street, in the City of Gainesville, State of Florida 32601 (hereinafter referred to as "ACHA") and SAXON GILMORE & CARRAWAY, P.A. (hereinafter referred to as "SG"), Fifth Third Plaza, 201 East Kennedy Blvd., Suite 600, in the City of Tampa, State of Florida 33602.

WITNESSETH:

WHEREAS, ACHA has heretofore entered into one or more Contracts with the Department of Housing and Urban Development (hereinafter called the "HUD") providing the financial aid to ACHA under the United States Housing Act of 1937, as amended and the Quality Housing Work and Responsibility Act of 1998, as may be amended; and

WHEREAS, ACHA desires to engage SG to render certain administrative and legal services, advice and assistance in certain circumstances, including but not necessarily limited to its ownership and/or operation of all Federally aided low rent housing projects, affordable housing, market rate housing, mixed income and/or mixed finance housing and/or single family housing endeavors of ACHA, whether now under direct management or outside management arrangement on the date hereof or which may later come under direct or outside management or be constructed; its involvement in summary process actions; its involvement in real estate negotiations, real estate transactions; any and all litigation issues; its involvement with and/or operation of certain instrumentalities and/or affiliates that facilitate the goals and objectives of ACHA; all other business of ACHA requiring legal services and all other services that may from time to time be requested by ACHA.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Services.** During the term of this Agreement and any renewals thereof, SG shall perform, but only as requested by ACHA, the legal services including but not limited to those indicated as follows:

Advice to the Board of Commissioners and the Executive Director on all legal matters affecting such projects and/or ACHA; Advice to certain instrumentalities and/or affiliates that facilitate the goals and objectives of ACHA, whether existing at the time of this Agreement or established during the term of this Agreement on all legal matters affecting their operation, functions and/or relationship with ACHA; preparation of legal documents and papers; advise and consult with parties having legal business with ACHA; preparation and rendition of legal opinions to the Board of Commissioners and the Executive Director; appearance for and representation of ACHA before the governing bodies of the city and county and other public bodies; legal approval of and negotiation of contracts and other documents; attendance at regular and special meetings of the Board of Commissioners; preparation and/or review of Resolutions and other documents; cooperation with annual audit preparation; cooperation with preparation of documentation, agreements and evidentiaries associated with HOPE VI and/or Choice Neighborhoods compliance; representation of ACHA in actions to secure the eviction of tenants of said complexes, necessary court appearances in eviction matters and any other eviction related processes that might be required; representation of ACHA in other court proceedings including but not limited to litigation initiation, litigation defense and eminent domain, unless provided otherwise herein; representation of ACHA in real estate acquisitions, real estate development, condominium formation, commercial development, construction and/or management, including but not limited to title work; representation of ACHA in its involvement in bond issuance or bond refinancing, low income tax credit applications and administration, HUD financed transactions and non-HUD financed transactions; representation of ACHA relative to affordable, market rate, low income tax credit, mixed finance, mixed income and/or single family housing; representation of ACHA in any and all appropriate legislative initiative

and/or lobbying activities; and other such matters upon which the parties hereto may from time-to-time agree upon.

2. **Time of Performance and Terms of Agreement.** The services of *SG* are to commence upon the execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Excepting as otherwise provided herein, the services to be performed under this Agreement shall be for the initial term of three (3) year(s) beginning June 28th, 2018 and terminating April 30th, 2021.

3. **Renewal Options.** This Agreement shall renew upon the same terms and conditions, except for Section 4 herein entitled "Compensation, Advance or Reimbursement, and Methods of Payment", for two (2) additional one (1) year periods, with an executed contract extension thirty (30) days prior to the expiration of the original term or any anniversary thereof; provided, however that nothing in this Section shall change or limit the rights to terminate of either party pursuant to Section 8 of this Agreement.

4. **Compensation, Advance or Reimbursement, and Methods of Payment.**

(a) **Compensation**

During the initial term of this Agreement expenses in accordance with the attached sections from *SG*'s original proposal response, *ACHA* shall pay *SG* monthly for general legal services performed hereunder at the rate of **Two Hundred Fifty Dollars (\$250.00) per hour for services provided by Senior Partners, Two Hundred Forty Dollars (\$240.00) per hour for services provided by Partners, Two Hundred Ten Dollars (\$210.00) per hour for services provided by Associates and One Hundred Thirty-five Dollars (\$135.00) per hour for services provided by Paraprofessionals.** Additionally, *ACHA* shall pay *SG* monthly for the real estate acquisitions, mixed finance-development, complex litigation and/or special project legal services performed hereunder at the rate of **Two Hundred Seventy-five Dollars (\$275.00) per hour for services provided by Senior Partners, Two Hundred Seventy-five Dollars (\$275.00) per hour for services provided by Partners, Two Hundred Twenty-five Dollars (\$225.00) per hour for services provided by Associates and One Hundred Thirty-five Dollars (\$135.00) per hour for services provided by Paraprofessionals.** Such payments shall be made with respect to such specified legal services performed under this Agreement and that *SG* is entitled to receive the amount requisitioned. *SG* shall be entitled to increase its listed rates annually on the anniversary date of this Agreement and any renewal thereof, at a percentage that is mutually agreeable in writing by *SG* and *ACHA*. In no instance shall *SG*'s listed rates be decreased during the term of this Agreement and any renewal thereof.

(b) **Advance or Reimbursement**

In addition to the compensation provided above, *ACHA* will reimburse *SG* for the following expenses in accordance with the attached sections from *SG*'s original proposal response, subject to the approval of the Executive Director of *ACHA*:

- (i) All reasonable documented expenses associated with representation of *ACHA*, including but not limited to advances of costs, photocopies and postage;

- (ii) Travel expenses, authorized by *ACHA* in connection with the performance of *SG's* services pursuant to this Agreement outside the City of Gainesville, Florida, based upon the actual cost of transportation by common carrier, and travel expenses at one half the above referenced billing rates to and from Gainesville, Florida from Tampa, Florida as proposed. All expenses shall be supported by detailed records; and
- (iii) Such other reasonable expenses related to *SG's* representation of *ACHA*.

(c) **Primary Counsel Designation**

SG has designated Ricardo L. Gilmore, Esq. as the Primary Counsel responsible to *ACHA* for all legal matters and/or inquiries, and all such legal matters and/or inquiries shall be referred to the Primary Counsel for disposition unless otherwise requested by the Primary Counsel in writing to the Executive Director of *ACHA*.

5. **Professional Liability Insurance.** *SG* shall maintain in full force and effect during the term of this Agreement and any renewals thereof, professional liability insurance coverage (malpractice insurance) in the sum of at least One Million Dollars (\$1,000,000.00) during the term of this Agreement, and provide a copy of a certificate of such insurance naming *ACHA* as a Certificate Holder to *ACHA* upon request. Should the insurance policy lapse or terminate, *SG* agrees to acquire new coverage within thirty (30) days of such lapse or termination.

6. **Submission of Papers and Documents to HUD.** At appropriate times, or upon request of *ACHA*, or *HUD*, *SG* shall submit to the Regional Counsel of *HUD*, all such pleadings, motions, orders, briefs and legal opinions or memoranda for which fees are charged hereunder. Additionally, *SG* shall make available for inspection and copying by *HUD* (including the Office of Inspector General), *GAO*, and the officers and employees of *HUD* and *GAO*, all invoices, detailed billing statements, and evidence of payment thereof relating to *SG's* engagement.

7. **Employment of Other Counsel, Specialists or Experts.** During the term of this Agreement and any renewals thereof, other counsel, specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by *SG* or where a conflict may exist for *SG*. *SG* will not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with services herein without prior approval of *ACHA* and where appropriate by *HUD*. All other counsel, specialists or experts shall be supervised by *SG* and *SG* shall review and approve all statements for services rendered before presentation to *ACHA* for payment. All other counsel shall have separate and distinct vendor numbers with *ACHA*.

8. **Termination of Agreement and Legal Services.** This Agreement and all legal services to be rendered hereunder may be terminated at any time by thirty (30) days written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleading, exhibits, project data, reports and evidence shall, at the option of *ACHA* become its property and shall be delivered to it or to any party it may designate. In the event of such termination, *SG* shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

9. **Interest of Members of ACHA.** No member of the Board of Commissioners of *ACHA* for which services are to be provided under this Agreement, and no other officer, employee or agent of *ACHA* who exercises any functions or responsibilities in connection with the managing or carrying out of the low rent housing project shall have any personal interest, direct or indirect, in this Agreement, during his/her tenure with *ACHA* or for one (1) calendar year thereafter.

10. **Interest of Other Local Public Official.** No member of the government body of the locality in which *ACHA* functions, and no other public official of such locality, who exercises any functions or responsibilities in the review, approval, managing or carrying out of the low rent housing project, shall have any personal interest direct or indirect, in this Agreement.

11. **Interest of Certain Federal Officials.** No member of, or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

12. **Interest or Conflict of Interest of SG.** *SG* (including partners, associates and professional employees) by whom services are to be provided under this Agreement, covenants that it does not have any interest and shall not acquire any interest, direct or indirect, in any of the low rent housing projects, or materials or services for such project, or any other interest which would conflict in any manner or degree with the performance of its services hereunder, without appropriate waiver of such conflict. *SG* also covenants that in the performance of its duties hereunder no person having any such interest shall be employed, without appropriate waiver of such conflict. Further, *SG* covenants that in the event that a bona fide conflict of interest should arise between the Board of Commissioners of *ACHA*, *ACHA*, or other existing clients of *SG* not otherwise referenced in Section 12 of this Agreement, *SG* shall immediately disclose such conflict of interest to the Board of Commissioners of *ACHA* for such Board to take action as it may deem appropriate. Additionally, during the term of this Agreement and any renewals thereof, *SG* will not, without prior *HUD* approval, represent any officer or employee of *ACHA*, in his/her individual capacity, in connection with potential civil liability or criminal conduct issues related to *ACHA* operations.

13. **SG and Other Public Housing Authorities ("PHAs").** *SG* has disclosed and the Board of Commissioners is aware that *SG* does and may continue to represent other PHAs in the State of Florida. Although no conflict of interest is anticipated, should a conflict arise between *ACHA* and another *ACHA*, *SG* shall not represent either *ACHA* or the other *ACHA* and *SG* shall make all appropriate arrangements for alternative representation of each *ACHA* at each *ACHA*'s expense, with the expressed written approval of the *ACHA* Executive Director.

14. **Special Obligations to the Board of Commissioners.** *SG* agrees to provide the following specific services to the Board of Commissioners, in addition to other services referenced herein during the term of this Agreement and any renewals thereof, as follows:

- (a) *SG* shall upon request provide monthly reports to the Board of Commissioners concerning the status of litigation matters and non-litigation matters of special concern;
- (b) No significant litigation shall be initiated by *SG* on behalf of *ACHA* without the express consent of the Board of Commissioners;
- (c) *SG* agrees to use its best efforts to resolve matters concerning *ACHA* which may involve future litigation reasonably and equitably prior to the institution of legal action; and
- (d) *SG* shall provide workshops on matters of interest or concern to the Board of Commissioners periodically upon request by the Board of Commissioners or by request of the Executive Director, or jointly for *ACHA* and other area PHAs which *SG* may at the time represent.

15. Agreement Subject to HUD Approval. SG agrees that this Agreement may be reviewable by the appropriate Regional Office of HUD, and agrees to and will cooperate with any such review.

16. Non-Discrimination By SG. SG agrees not to discriminate against any employee or applicant for employment because of age, race, color, creed, religion, sex, sexual orientation, or national origin. SG shall take affirmative action to ensure that applicants are employed and treated during any subsequent employment without regard to their race, color, creed, religion, sex, sexual orientation, or national origin. SG shall have and maintain a policy to this effect.

17. HUD Section 3 Compliance. SG understands and acknowledges ACHA's commitment to insuring that its contractors make diligent efforts to comply with HUD's Section 3 regulations. Even though the professional qualifications for most of the employment at SG prohibits most opportunities to comply with Section 3 regulations, SG shall remain committed to use its best efforts to comply with the Section 3 regulations in any reasonable way during the term of this Agreement and any renewals thereof.

18. Miscellaneous. The following provisions shall also apply:

- (a) This Agreement sets forth the entire agreement between the parties hereto concerning the services to be provided hereunder, subject however to the approval of the Board of Commissioners of ACHA. It supersedes all prior written or oral agreements between the parties hereto.
- (b) This Agreement may only be changed, modified or altered in writing, signed by an authorized representative of both parties.
- (c) Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.
- (d) Should any litigation arise pursuant to the terms of this Agreement and any renewals thereof, such litigation shall be brought in a court of competent jurisdiction in Hillsborough County, Florida, and the non-prevailing party shall be responsible for the reasonable costs and attorneys fees of the prevailing party.
- (e) This Agreement shall be construed under the laws of the State of Florida.
- (f) This Agreement may be assigned to a successor law firm of SG by acquisition, merger, etc., or as designated in writing by SG if such takes place during the term of this Agreement and any renewals thereof.

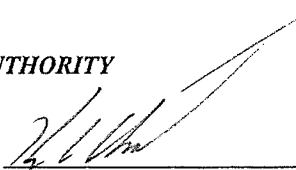
IN WITNESS WHEREOF, ACHA and SG, by signature of their respective authorized representatives, have executed this Agreement in duplicate as of the date first above written at Gainesville, Florida.

ALACHUA COUNTY HOUSING AUTHORITY

Witness:

Kon J. Allen

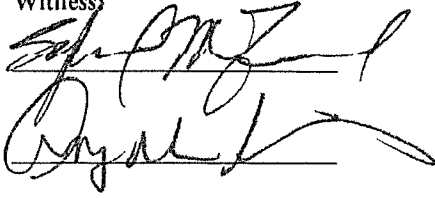
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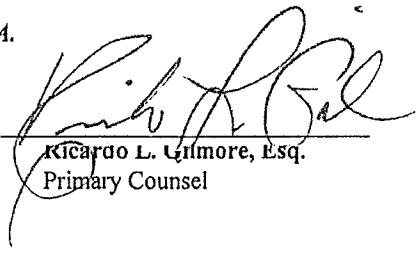


Kenneth Armstrong,
Executive Director

SAXON GILMORE & CARRAWAY, P.A.

Witness:



By: 

Ricardo L. Gilmore, Esq.
Primary Counsel