

**REQUEST FOR QUALIFICATIONS:  
LEGAL SERVICES TO TULSA DEVELOPMENT AUTHORITY**

Tulsa Development Authority has an immediate need due to the death of its longtime General Counsel and legal advisor and is seeking the submission of qualifications to act as its General Counsel and legal advisor in various legal matters from interested persons licensed for the practice of law by the State of Oklahoma meeting the minimum requirements set forth below.

**Tulsa Development Authority.** Tulsa Development Authority (“TDA”) is the urban renewal authority of the City of Tulsa. The TDA Board of Commissioners (the “Board”) consists of five civic, unpaid volunteers. The current Commissioners are Carl Bracy, Chairman; Julius Pegues, Vice-Chairman, John Clayman, Paula Bryant-Ellis and Roy Peters. In addition to providing legal advice to the Board, legal representation will include advising the Executive Director of TDA, which position is currently being filled.

**Legal Representation.** Legal counsel will be expected to prepare for, attend and advise the Board at a minimum of two regularly scheduled board meetings each month as well as special meetings as necessary. All legal services will be performed at the direction of the Board. Counsel will be expected to provide legal advice to the Board and the Executive Director and to prepare contracts and other legal documents relating to real estate acquisition, disposition, development and financing; relocation; and funding. Counsel will be expected to initiate condemnation, quiet title and other legal proceedings on behalf of TDA. Counsel will be expected to defend TDA in litigation.

**Knowledge and Experience.** The attorneys proposing to provide the primary representation must be licensed to practice law in Oklahoma. The Primary Attorney must have at least ten years relevant legal experience. An understanding of the Oklahoma Open Meeting Act, Oklahoma Open Records Act and Oklahoma laws governing real property transactions, urban renewal and condemnation actions is essential. Experience in structuring real estate transactions and preparing documents to consummate various transactions including real estate development, acquisition, disposition, and financing is important. Experience in advising public bodies and representing such bodies in litigation, including condemnation actions, will be considered. Knowledge of and experience with Community Development Block Grant funding, tax-incentive districts, tax-increment financing, bond financing and public/private partnerships is helpful. Also, helpful, when the need arises, is availability of other attorneys in the firm with expertise in other legal areas in addition to the legal issues which TDA typically encounters.

**Qualifications.** Qualifications to act as General Counsel for TDA should include the following information:

1. General description of firm’s background, size and history pertinent to the requested services, including number of attorneys and paralegals;
2. Name, relevant experience and hourly rate of attorney who will provide the primary representation of TDA (“Primary Attorney”);

3. Name, relevant experience and hourly rate of attorney(s) who will assist in the primary representation and/or provide such representation upon the unavailability of the Primary Attorney;
4. Hourly rates for paralegal(s) that will assist in providing the primary representation;
5. Description of expertise of other attorneys in the firm which may be helpful to TDA as needed, including hourly rates;
6. Description of firm's conflict of interest policy;
7. List of other public sector clients and the type of services performed for those clients;
8. Name of insurance carrier(s) and description of the level of coverage for legal malpractice insurance and/or professional liability insurance for the firm; and
9. Contact information for Primary Attorney including mailing address, phone number and email address.

**Selection Process.** Please do not contact the TDA Commissioners to discuss your qualifications. After reviewing the Qualifications submitted, the Board may request supplemental information from some, but not necessarily all, of the responders. The Board may also request and conduct interviews with some, but not necessarily all, of the responders. Selection will be made by the Board and will be based on their determination of the most qualified legal representation providing cost-effective legal services. TDA reserves the right to reject, or propose modification to, any and all responses received. The counsel selected will enter into a written contract in the form attached.

**Proposal Submission.** Sealed proposals should be addressed to Tulsa Development Authority, marked "Proposal-TDA General Counsel" on the outside of the envelope and submitted to the City Clerk's Office, 175 E. 2<sup>nd</sup> Street, Suite 260, Tulsa, OK 74103, no later than 4:00 p.m., on June 1, 2009.

## ATTORNEY ENGAGEMENT AGREEMENT

This Attorney Engagement Agreement (Agreement) is made and entered into by and between Tulsa Development Authority (TDA) and

\_\_\_\_\_, an Oklahoma \_\_\_\_\_,  
\_\_\_\_\_, Suite \_\_\_\_\_, Tulsa, Oklahoma 741\_\_\_\_ (Attorney).

### I. PURPOSE OF REPRESENTATION

TDA has retained Attorney to represent TDA, and Attorney agrees to represent TDA in providing legal advice and services as directed by the TDA Board of Commissioners.

### II. ATTORNEY REPORTS TO BOARD

Attorney agrees to keep TDA informed of the status of any matters assigned to Attorney by TDA by:

(A) communicating orally with the TDA Chairman or, if directed by the Chairman, to the TDA Executive Director, as needed and as requested by TDA;

(B) obtaining prior approval from TDA with regard to any legal research to be conducted; and

(C) submitting to the TDA Executive Director a detailed monthly statement identifying by separate entries:

- (1) each date work was performed under the Agreement,
- (2) the amount of time billed for the work,
- (3) the attorney or paralegal billing for the entry,
- (4) the hourly rate of the attorney or paralegal billing the entry,
- (5) a description of the work performed, and
- (6) the dollar amount billed for the entry.

All written communications required above should be sent to the TDA Executive Director, 175 E. 2<sup>nd</sup> Street, Tulsa, Oklahoma 74103.

### III. TIMELY ACTION BY ATTORNEY

By executing this Agreement, Attorney agrees to act in a timely manner in providing all services under this Agreement.

### IV. FEES AND EXPENSES; ATTORNEY OBLIGATIONS

TDA agrees to pay Attorney an hourly fee which will not exceed the following hourly rates:

Primary Attorney:	\$ _____ Per hour maximum
Other Attorneys providing representation -	
Partners:	\$ _____ Per hour maximum
Associates:	\$ _____ Per hour maximum
Paralegals:	\$ _____ Per hour maximum

It is expressly understood by Attorney, however, that there is a maximum amount budgeted for fees and costs for the representation of TDA for the initial term of this Agreement in the amount of \$\_\_\_\_\_. Attorney will notify the TDA Executive Director in writing, at the address shown in Section II, when fees and costs reach \$\_\_\_\_\_. In addition, an amended budget must be submitted by Attorney to TDA for consideration when Attorney becomes aware that the budgeted amount is likely to be exceeded. Attorney will strive to use paralegals to perform work hereunder when appropriate to provide economical representation to TDA.

TDA will not be responsible for any fees or expenses related to these matters until this Agreement is duly executed by the TDA's Chairman (or Vice Chairman). Further, TDA will not be responsible for any fees or expenses in excess of the budgeted maximum stated above without a written amendment of this Agreement covering any additional amounts or time which may be expended. Attorney may proceed to work on these matters as may be reasonably necessary prior to the execution of this Agreement or any amendment, but understands that such work is at Attorney's risk and TDA will not be obligated to pay for such work until this Agreement or any amendments are duly executed.

TDA will pay costs and expenses reasonably incurred in these matters as follows:

- Necessary copying costs not to exceed ten cents (\$.10) per page,
- Out-of-pocket long distance telephone charges,
- Out-of-pocket automated research costs with prior approval of TDA,
- Out-of-pocket postage charges,
- Courier and messenger services,
- Local mileage or parking,
- Reasonable travel expenses if travel is required and approved by TDA Chairman in advance of travel.
- Other items as necessary if TDA Chairman approves prior to expenditure.

The following types of expenditures will not be paid by TDA:

- Administrative overhead, including charges for work of secretaries or clerical staff,
- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith.

## **V. TERM**

The term of this Agreement shall commence on \_\_\_\_\_, 2009 and shall terminate on \_\_\_\_\_, 2010, subject to annual renewal upon mutual agreement of the parties hereto.

**VI. ACCEPTANCE**

This Agreement constitutes the entire agreement between TDA and Attorney and supersedes all prior understandings, written or oral, relating to the subject matter. Any amendment to this Agreement must be made in writing.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates reflected below to be effective for the term set forth above.

**Attorney**

By \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary

**Tulsa Development Authority**

By \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary