

LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550

Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: July 8, 2014

SUBJECT: CRA Legal Services Amendment

EXPLANATION

The Lake Worth CRA attained the legal services of Goren, Cherof, Doody and Ezrol, P.A. in 2005. A new contract was executed in 2006 for a two year term, expiring August 2008. Two amendments were executed in 2008 and 2013, respectively, extending the agreement until August 31, 2015 (Exhibit "A").

Although the contract does not expire until 2015, David Tolces has provided legal services to the Lake Worth CRA for nine years at the rate of \$195 per hour. Over the years, his hourly rate has never increased. His expertise in matters pertaining to CRA's, redevelopment and his familiarity with the City make him an asset to this Agency. His knowledge and attention to detail significantly contributed to the success of all of our projects, in particular, the NSP-2 program.

The third amendment to the Agreement for legal services is provided for your review (Exhibit "B"). The term of the new contract is for two years. The proposed hourly rate is \$205.

The CRA may award a contract for legal services without competitive bids or proposals. Legal services are expressly exempt from the requirement for competitive bids per FS 287.057 5(f)5.

RECOMMENDATION

Staff recommends that the Board authorize the Chair to sign and execute the amendment to the contract for an additional two year period to retain the services of Goren, Cherof, Doody and Ezrol, P.A.

AMENDMENT NUMBER TWO TO THE AGREEMENT
FOR LEGAL SERVICES

THIS AMENDMENT NUMBER TWO TO THE AGREEMENT FOR LEGAL SERVICES, made and entered into the 13 day of August, 2013 by and between:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY
29 South J Street
Lake Worth, FL 33460
(hereinafter referred to as "CRA")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(hereinafter referred to as "FIRM")

WHEREAS, the CRA and the FIRM entered into an Agreement for Legal Services on August 25, 2006 (the "Original Agreement"); and

WHEREAS, the CRA and the FIRM entered into Amendment Number One to the Agreement on August 1, 2008 to provide for a renewal of the Original Agreement up to and including August 31, 2010; and

WHEREAS, the CRA and the FIRM desire to amend the further Original Agreement to provide that the FIRM continue to serve in the capacity of general counsel to the CRA for an additional two (2) year term up to and including August 31, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.

2. The term of the Agreement shall be extended for an additional two (2) years, up to and including August 31, 2015. The parties may renew the Agreement for additional terms, upon the mutual consent of the parties.
3. All terms and conditions of the Original Agreement not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

By: _____


Cary Sabol, Chair

GORÉN, CHEROF, DOODY, &
EZROL, P.A.

By: _____


David N. Tolces, Esq.

DNT:dnt

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**AMENDMENT NUMBER ONE TO THE AGREEMENT
FOR LEGAL SERVICES**

THIS AMENDMENT NUMBER ONE TO THE AGREEMENT FOR LEGAL SERVICES, made and entered into the 1 day of August, 2008 by and between:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY
8 South J Street, Suite 7
Lake Worth, FL 33460-3787
(hereinafter referred to as "CRA")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(hereinafter referred to as "FIRM")

WHEREAS, the CRA and the FIRM entered into an Agreement for Legal Services on August 25, 2006 (the "Original Agreement"); and

WHEREAS, the CRA and the FIRM desire to amend the Original Agreement to provide that the FIRM continue to serve in the capacity of general counsel to the CRA for an additional two (2) year term up to and including August 31, 2010.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. The term of the Agreement shall be extended for an additional two (2) years, up to and including August 31, 2010. The parties may renew the Agreement for additional terms, upon the mutual consent of the parties.
3. All terms and conditions of the Original Agreement not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

By: _____

John Davis
John Davis, Exec. Director
Print Name and Title

Mark Rickert
Mark Rickert
Chairman

GOREN, CHEROF, DOODY, &
EZROL, P.A.

By: _____

Donald J. Doody
Donald J. Doody, Esq.

DNT:js

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LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY 8 SOUTH J STREET SUITE 7 LAKE WORTH, FLORIDA 33460 T : 561 493 2550 F : 561 493 2549 LWCRA.NET

September 14, 2006

Mr. David Tolces
Goren, Cherof, Doody & Ezrol P.A.
3099 E. Commercial Blvd.
Suite 200
Ft. Lauderdale, FL 33308

RE: Lake Worth CRA Agreement for Legal Services

Dear David:

Attached please find the executed copy for legal services between the Lake Worth CRA and Goren, Cherof, Doody & Ezrol, P.A.

Please feel free to contact me with any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads "Rachel A. Bach". The signature is written in black ink and is positioned above the typed name and title.

Rachel A. Bach, AICP
Executive Director

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into the 25 day of August, 2006 by and between:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY
8 South J Street, Suite 7
Lake Worth, FL 33460-3787
(hereinafter referred to as "CRA")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Fl. 33308
(hereinafter referred to as "FIRM")

WHEREAS, the CRA Board of Commissioners has selected the law firm of GOREN, CHEROF, DOODY & EZROL, P.A. to serve in the capacity of general counsel to the CRA which entails providing legal services to assist the CRA in its effort to achieve its stated goals and objectives.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. TERM OF AGREEMENT

1.01 This Agreement shall be effective upon execution by the parties, and it shall remain in full force and effect for a term of two (2) years and may be renewed for additional terms upon the mutual consent of both parties.

Section 2. DUTIES

2.01 The FIRM shall be responsible for general legal services for the CRA including, but not limited to attendance at CRA board meetings, real estate transactions, and day-to-day legal services. Those members of the FIRM that will be primarily responsible for providing legal services to the CRA, generally, will be Donald J. Doody and David N. Tolces. The FIRM reserves the right to utilize any attorney employed by FIRM for any services rendered to CRA without first obtaining prior consent of the CRA.

2.02 The CRA retains the right to hire legal counsel not affiliated with the

FIRM to provide any service that the CRA may deem appropriate.

Section 3. **FEEES AND PAYMENT FOR SERVICES**

3.01 The FIRM is to be paid as follows for the services performed pursuant to this Agreement:

3.01.1 An hourly rate of \$195.00 per hour for all legal services provided by attorneys, other than attendance at meetings. The legal services shall include, but not be limited to litigation, real estate transactions, issuing bond counselor's services, the drafting of developer agreements, contracts, RFQ's, RFP's, and to provide advice on the application of all laws and other services required pursuant to public finance matters, legislative liaison activities, general ethics matters, sunshine laws for the CRA board and administration staff, and other employees, employment law services, and provide all services generally associated with the provision of general counsel services. The hourly rate for other staff services (paralegals and law clerks) will be billed at lesser hourly rates.

3.01.2 In lieu of the regular hourly rate, referenced above, the sum of \$500.00 for attendance at each CRA Board meeting.

3.01.3 In addition, the FIRM may bill the CRA for reasonable and ordinary actual expenses including, but not limited to, telephone, postage and copying costs, facsimiles, messenger services, and court costs, which will include but not be limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc.

3.01.4 The FIRM shall consult with the CRA Director and obtain the approval of the Director prior to incurring expenses for expert services for litigation purposes in excess of \$2,000.00.

3.01.5 The CRA retains the right to dispute any bill and to obtain adjustments to any bill based on the hours spent. The hours spent on any legal service shall be reasonable and shall reflect the time spent by a firm of like experience on similar services.

Section 4. **ASSIGNMENT**

4.01 The FIRM shall not assign, or transfer its rights, title or interests in the Agreement nor shall the FIRM delegate any of the duties and obligations undertaken by the FIRM without the CRA's prior written approval.

Section 5. TERMINATION

5.01 This Agreement may be terminated for any reason, or no reason, by either party upon thirty (30) days notice of termination.

Section 6. INSURANCE; INDEMNITY

6.01 Within ten (10) days of the execution of this Agreement, the FIRM shall provide the CRA with a copy of the FIRM's malpractice insurance.

6.02 The FIRM shall indemnify and hold harmless the CRA, its officers, agents, and employees for all claims and causes of action arising from intentional and negligent acts or omissions of the FIRM, its officers, partners, agents, and employees. This indemnification shall survive the termination of this agreement.

Section 7. GOVERNING LAW; VENUE

7.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

7.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

Section 8. ENTIRE AGREEMENT

8.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver, or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

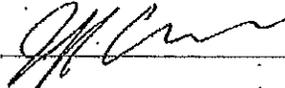
Section 9. SEVERABILITY

9.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

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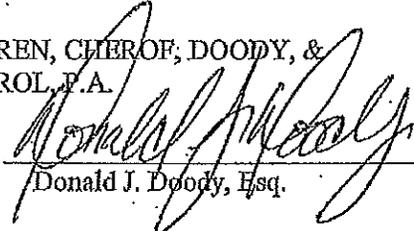
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

By: 

Jeff Clemens - Chair
Print Name and Title

GOREN, CHEROF, DOODY, &
EZROL, P.A.

By: 
Donald J. Doody, Esq.

DNT:js

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AMENDMENT NUMBER THREE TO THE AGREEMENT
FOR LEGAL SERVICES

THIS AMENDMENT NUMBER THREE TO THE AGREEMENT FOR LEGAL SERVICES, made and entered into the ___ day of _____, 2014 by and between:

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY
29 South J Street
Lake Worth, FL 33460
(hereinafter referred to as "CRA")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(hereinafter referred to as "FIRM")

WHEREAS, the **CRA** and the **FIRM** entered into an Agreement for Legal Services on August 25, 2006 (the "Original Agreement"); and

WHEREAS, the **CRA** and the **FIRM** entered into Amendment Number One to the Agreement on August 1, 2008 to provide for a renewal of the Original Agreement up to and including August 31, 2010; and

WHEREAS, the **CRA** and the **FIRM** entered into Amendment Number Two on August 13, 2013, to provide for a renewal of the Original Agreement up to and including August 31, 2015; and

WHEREAS, the **CRA** and the **FIRM** desire to amend the Original Agreement in order to provide for a revision in the hourly rate charged by the **FIRM**.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.

2. Section 3.01.1 of the Original Agreement, is amended to read as follows:

3.01.1 An hourly rate of \$195.00 per hour for all legal services provided by attorneys, other than attendance at meetings. The legal services shall include, but not be limited to litigation, real estate transactions, issuing bond counselor's services, the drafting of developer agreements, contracts, RFQ's, RFP's, and to provide advice on the application of all laws and other services required pursuant to public finance matters, legislative liaison activities, general ethics matters, sunshine laws for the CRA board and administration staff, and other employees, employment law services, and provide all services generally associated with the provision of general counsel services. The hourly rate for other staff services (paralegals and law clerks) will be billed at lesser hourly rates.

3. All terms and conditions of the Original Agreement, as amended, not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Cary Sabol, Chair

GOREN, CHEROF, DOODY, &
EZROL, P.A.

By: _____
David N. Tolces, Esq.

DNT:dnt