

V.a.

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

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MEMORANDUM

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

FROM: Joan C. Oliva, Executive Director

DATE: November 15, 2016

SUBJECT: CRA Legal Services Amendment

EXPLANATION

The Lake Worth CRA originally 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. Three amendments were executed in 2008, 2013, and 2014 respectively, extending the agreement until August 31, 2016 (Exhibit "A").

David Tolces has provided legal services to the Lake Worth CRA for eleven years and has received one increase in his hourly rate only once, in 2014. 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 major projects and programs.

The fourth amendment to the Agreement for legal services is provided for your review (Exhibit "B"). The term of the new contract is for three years. The proposed hourly rate is \$215.

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 three year period to retain the services of Goren, Cherof, Doody and Ezrol, P.A.

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

THIS AMENDMENT NUMBER THREE TO THE AGREEMENT FOR LEGAL SERVICES, made and entered into the 29 day of August, 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.

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

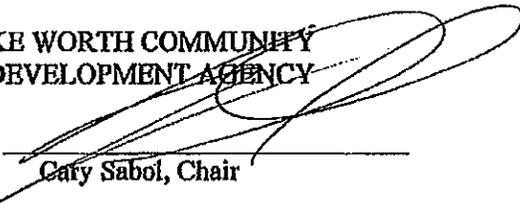
3.01.1 An hourly rate of \$205.00 per hour for all legal services provided by attorneys, other than attendance at meetings. The legal services shall include, but not be limited to litigation, real estate transactions, issuing bond counselor's services, the drafting of developer agreements, contracts, 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. The term of the Agreement shall be extended up to and including August 31, 2016. The parties may renew the Agreement for additional terms, upon the mutual consent of the parties.

4. 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

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

THIS AMENDMENT NUMBER THREE TO THE AGREEMENT FOR LEGAL SERVICES, made and entered into the ___ day of _____, 2016 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** entered into Amendment Number Three on August 29, 2014, to provide for a renewal of the Original Agreement up to and including August 31, 2016; 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 \$215.00 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. The term of the Agreement shall be extended up to and including September 30, 2018. The parties may renew the Agreement for additional terms, upon the mutual consent of the parties.
4. All terms and conditions of the Original Agreement, as amended, not in conflict herewith shall remain in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

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