

THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES (“Third Amendment”) is made and entered into this ____ day of _____, 2025, by and between the Margate Community Redevelopment Agency, whose address is 5790 Margate Boulevard, Margate, FL 33063 (“MCRA”), and WEISS SEROTA HELFMAN COLE & BIERMAN, P.L., whose address is 2255 Glades Road, Suite 200-E, Boca Raton, FL 33431 (the “FIRM”).

RECITALS:

WHEREAS, on December 19, 2019, the MCRA and the FIRM entered into an agreement (the “Original Agreement”) for the FIRM to serve in the capacity of general counsel to the MCRA, which entails providing legal services to assist the MCRA in its efforts to achieve its stated goals and objectives; and

WHEREAS, the MCRA and FIRM entered into the First Amendment on September 14, 2022, to extend the Original Agreement for an additional term; and

WHEREAS, the MCRA and FIRM entered into the Second Amendment on September 13, 2023, for an additional term up to and including December 18, 2024; and

WHEREAS the parties desire to amend the Original Agreement, as amended by the First Amendment and Second Amendment, by entering into this Third Amendment in order to extend the term of the Original Agreement on an annual basis, which shall continue to be renewed pursuant to the adoption of the MCRA budget, unless otherwise terminated by the MCRA as provided in the Original Agreement, and to provide for an adjustment in the hourly rate the FIRM may charge the MCRA.

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

1. That the recitals set forth above are true and correct, and are incorporated herein by reference.
2. That the MCRA and FIRM agree that the FIRM shall continue to provide legal services to the MCRA. The term of this Agreement shall continue to be renewed on an annual basis pursuant to the adoption of the MCRA budget unless otherwise terminated by the MCRA, as provided in the Original Agreement.

3. The MCRA agrees to amend Exhibit "B" of the Original Agreement to provide for the FIRM's rate schedule to read as follows: Commencing October 1, 2025, partners, associates, and of counsel will be billed at \$300.00 per hour, and paralegals will be billed at the rate of \$200.00 per hour. Commencing October 1, 2026, partners, associates, and of counsel will be billed at \$325.00 per hour, and paralegals will be billed at the rate of \$225.00 per hour.

4. That except as amended herein, the MCRA and the FIRM ratify, approve, and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Third Amendment and the Original Agreement, as amended by the First Amendment and Second Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2025.

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Anthony N. Caggiano, Chair

WEISS SEROTA HELFMAN COLE &
BIERMAN, P.L.

By: _____
Print Name: _____
Title: _____