

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 691

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY ("MCRA"), APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND WEISS SEROTA HELFMAN COLE AND BIERMAN, P.L.; PROVIDING FOR AN EFFECTIVE DATE.

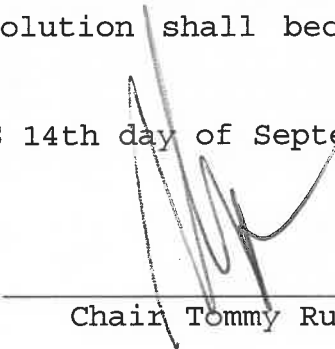
BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency ("MCRA") hereby approves the First Amendment to the Agreement for Legal Services between the Margate Community Redevelopment Agency and Weiss Serota Helfman Cole & Beirman, P.L.

SECTION 2: That the Chair of the Margate Community Redevelopment Agency is hereby authorized and directed to execute said First Amendment on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A".

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 14th day of September, 2022.



Chair Tommy Ruzzano

RECORD OF VOTE

Simone	<u>YES</u>
Arserio	<u>ABSENT</u>
Schwartz	<u>YES</u>
Caggiano	<u>YES</u>
Ruzzano	<u>YES</u>

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES ("First Amendment") is made and entered into this 14 day of September, 2022, 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 parties desire to amend the Original Agreement, by entering into this First Amendment in order to extend the term of the Original Agreement for an additional one-year term, up to and including December 18, 2023, 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 be extended up to and including December 18, 2023.
3. The MCRA agrees to amend Exhibit "B" of the Original Agreement to provide for the FIRM's rate schedule to read as follows: An hourly rate of \$240.00 for Partners and Associates, and an hourly rate of \$175.00 for Law Clerks and Paralegals.
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 First Amendment and the Original Agreement, the terms and provisions of the First 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 14 day of September, 2022.

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

By: 
Tommy Ruzzano, Chair

WEISS SEROTA HELFMAN COLE &
BIERMAN, P.L.

By: 
Print Name: DAVID N. TOLSON
Title: PARTNER