

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 714

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY ("MCRA"), APPROVING THE SECOND 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 Second Amendment to the Agreement for Legal Services between the Margate Community Redevelopment Agency and Weiss Serota Helfman Cole & Bierman, P.L. (the "Second Amendment"), to provide for an adjustment in rates, and the annual renewal of the Legal Services Agreement pursuant to the adoption of the MCRA budget.

SECTION 2: That the Chair of the Margate Community Redevelopment Agency is hereby authorized and directed to execute said Second 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 13th day of September, 2023.


Chair Tommy Ruzzano

RECORD OF VOTE

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

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES ("First Amendment") is made and entered into this 13 day of SEPTEMBER, 2023, 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, 2023, 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 Second Amendment in order to extend the term of the Original Agreement for an additional one-year term, up to and including December 18, 2024, 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.

1. The MCRA agrees to amend Exhibit "B" of the Original Agreement to provide for the FIRM's rate schedule to read as follows: Partners, associates, and of counsel at \$275.00 per hour. Paralegals will be billed at the rate of \$200.00 per hour. The Firm's rates will automatically increase on October 1st of each year by the greater of (i) three percent (3%); or (ii) the change in the consumer price index for all urban consumers for Miami-Fort Lauderdale-West Palm Beach as of August of that year, up to a maximum of 5%; provided, however, that the first rate increase


shall not occur until October 1, 2024.

2. 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.


3. In the event of any conflict or ambiguity by and between the terms and provisions of the Second Amendment and the Original Agreement, as amended by the First Amendment, the terms and provisions of this Second 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 13 day of SEPTEMBER, 2023.

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

By: 
Tommy Ruzzano, Chair

WEISS SEROTA HELFMAN COLE &
BIERMAN, P.L.

By: 
Print Name: DION TORRES
Title: PARTNER