

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

MARGATE COMMUNITY  
REDEVELOPMENT AGENCY  
5790 Margate Boulevard  
Margate, Florida 33063  
(hereinafter referred to as "MCRA")

AND  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 E. Commercial Blvd. #200  
Fort Lauderdale, Florida 33308  
(hereinafter referred to as "FIRM")

WHEREAS, the MCRA Board of Commissioners has determined that it is in the best interest of the MCRA to retain the law firm of GOREN, CHEROF, DOODY & EZROL, P.A. 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.

**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**

This Agreement shall become effective upon execution by the parties for an initial term of three years, with an option for two additional one-year extensions.

### **Section 2.      DUTIES**

- 2.01 The FIRM shall be responsible for general legal services for the MCRA, including but not limited to attendance at MCRA board meetings, real estate transactions, and day-to-day legal services for the MCRA, as further described in MCRA RFP 2016—06, CRA Legal Services, which is attached hereto and incorporated herein by reference as Exhibit "A". Those members of the FIRM that will be primarily responsible for providing legal services to the MCRA will be David N. Tolces and Donald J. Doody.
- 2.02 The MCRA retains the right to hire legal counsel not affiliated with the FIRM, including the City Attorney for the City of Margate, to provide any service(s) that the MCRA may deem appropriate.

Section 3.        **FEES 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    Hourly rates for all legal services shall be as provided in the rate schedule attached as Exhibit “B”. The legal services shall include but not be limited to attendance at board meetings, litigation, real estate transactions, the drafting of developer agreements, contracts, RFQs, RFPs, 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 MCRA board and administration staff, and provide all services generally associated with the provision of general counsel services for the MCRA. Notwithstanding anything to the contrary contained in Exhibit “A”, in the event the MCRA issues any bonds, fees for issuing bond counselor's services, shall be negotiated by the MCRA and the FIRM separately from the hourly rate.

3.01.2    In addition, as provided in Exhibit “B”, the FIRM may bill the MCRA for law clerk and paralegal fees, and reasonable and ordinary actual expenses including but not limited to telephone, postage and copying costs, facsimiles, messenger services, and court costs, including but not be limited to filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc. The FIRM's invoices to the MCRA shall include documentation evidencing and supporting all expenses, such as receipts and/or related bills, as appropriate.

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

3.01.4    The MCRA retains the right to dispute any bill and to obtain adjustments to any bill based on the hours spent and or expenses billed. The hours spent on any legal service shall be reasonable and shall reflect the time spent by a firm of similar experience for similar services.

Section 4.        **ASSIGNMENT**

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

Section 5.        **TERMINATION**

This Agreement may be terminated for any reason, or no reason, by either party upon 30 days' written notice of termination.

Section 6.        **INSURANCE; INDEMNITY**

- 6.01    Within ten (10) days of the execution of this Agreement, the FIRM shall provide the MCRA with a copy of the FIRM's malpractice insurance.
- 6.02    The FIRM shall indemnify and hold harmless the MCRA, 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 only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.03    **Waiver of Jury Trial - MCRA and CONSULTANT hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.**

Section 8.        **ENTIRE AGREEMENT**

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**

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.

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

MARGATE COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Frank M. Talerico, Chair

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

By: \_\_\_\_\_  
David N. Tolces, Esq.  
(Authorized to execute same)

**EXHIBIT “A”**  
**MCRA RFP 2016-06**

**City of Margate**  
**Community Redevelopment Agency**  
**REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

**I. INTRODUCTION**

**A. INTENT**

The Board of the Margate Community Redevelopment Agency (MCRA) invites interested law firms and/or attorneys to submit a written Letter of Interest and Hourly rates to provide Attorney services to the Margate CRA. The MCRA intends to enter into a contractual arrangement with a firm or individual attorney to provide legal services to the MCRA to also include any necessary paralegal, secretarial services or other services the selected attorney may require. A retention contract shall provide for termination by the MCRA at its discretion and have no provision for bonus pay or severance pay.

**B. BACKGROUND**

Located in northwest Broward County, the Margate MCRA was established in 1996 to undertake redevelopment activities within a defined geographic area, primarily located along the State Road 7 corridor. The MCRA is governed by the five (5) members of the City Commission, and is managed full time by the consulting firm Redevelopment Management Associates (RMA).

The present legal services are provided by the City Attorney, who is retiring. Due to the increased volume in redevelopment activity, the MCRA is considering the services of a separate attorney.

**II. SCOPE OF SERVICES, MINIMUM REQUIREMENTS, AND QUALIFICATIONS**

**A. SCOPE OF SERVICES**

1. Advise, research, assist and render written opinion to the MCRA on a wide variety of legal areas including but not limited to: Florida Statutes Chapter 163 Part III, general municipal law, special district law, general state and federal laws, and contract law relating to redevelopment, special districts, ethics and conflicts of interest, intergovernmental relations and rules and regulations.
2. Legal advisor and counselor for the MCRA and all of its officers in matters relating to their official duties.
3. Prepare, review, and/or advise on all contracts, bonds, and all other legal and official instruments in which the MCRA is concerned and shall endorse on each approval of the form and legal sufficiency. .
4. Review agenda items when requested.

5. Advise, research and assist the MCRA on a wide variety of legal areas including but not limited to: grants, budgets, bonds, acquisition and disposition of land, tax increment collections, appropriateness of expenditures, public disclosure issues, economic development activities, and laws related to the undertaking and administration of redevelopment in the State of Florida.
6. Advise, research and assist the MCRA on a wide variety of legal areas including but not limited to: contract law, environmental law, land leases or sales, purchasing and procurement.
7. Advise, research and assist the MCRA on a wide variety of legal areas including but not limited to: litigation and trial activity, tort law and proactive methods to avoid litigation.
8. Prosecute and/or defend on behalf of the MCRA all complaints, suits and controversies in which the MCRA is a party except where the MCRA's defense is provided either by contract or law by a third party.
9. Furnish the MCRA Board of Commissioners (either collectively or individually), the MCRA Executive Director, or any MCRA staff, his/her opinion on any question of law relating to any matter concerning their respective power and duties.
10. Advise the MCRA Board of Commissioners as to their compliance or non-compliance with the provisions of the MCRA By Laws and Florida Statutes.
11. Attend meetings of the MCRA as requested, either in person or by his duly designated representative to supply those legal services as may be needed during the meeting.
12. Provide Counsel and legal services for MCRA boards, task forces, and committees duly authorized by the MCRA Board.
13. Assist the MCRA in preparation, drafting, revisions of resolutions, amendments, leases, policy and procedural manuals, and other documents at the request of the MCRA Board and/or Executive Director.
14. Assist, revise, review and/or advise with acquisition requirements with appropriate staff, evaluate any special legal or cost problems, develop acquisition timetables, make preliminary cost estimates and obtain or develop proper legal descriptions of real estate transactions. Prepare documents necessary for routine land purchases and/or sales. All such transactions shall be deemed to be routine unless the Attorney contacts the MCRA in advance and obtains the agency's approval that the transaction contemplated is non-routine.
15. Submit, as part of the annual budget process, anticipated expenditures, and revenues.
16. Provide monthly report to Board summarizing legal services activities.
17. Provide all required documentation to the external auditor as part of annual audit.
18. Coordinate and supervise, specialized legal services provided by outside counsel as required.
19. Keep the MCRA Board, staff, and Chair informed of legislation or judicial opinions that have potential impact to the MCRA.

20. Meet with MCRA Executive Director and/or designee on an as needed basis to provide for the operational necessity of the MCRA.

21. Assist in preparation, drafting, revisions of contracts, amendments to the contracts and other legal documents at the request of the MCRA Board and/or the Executive Director.

22. Advise MCRA Board, MCRA staff and MCRA Chair at least once a year on Sunshine Law and public records law, redevelopment law, special district law; and all other areas of redevelopment law, special district law, municipal law, legislative and judicial opinions that could potentially impact the MCRA.

23. Work in cooperation with the legal staff of the City of Margate.

24. Perform any other duties as directed by the MCRA Executive Director and/or Board.

#### **B. MINIMUM REQUIREMENTS AND QUALIFICATIONS**

1. The primary designated attorney assigned to the Margate Community Redevelopment Agency must be a member in good standing of the Florida Bar and have a minimum of seven (7) years experience practicing in Florida including five (5) years experience representing one or more community redevelopment agencies, downtown development districts, local planning agencies, municipalities or counties in Florida.

2. Any attorneys other than the primary designated attorney representing and providing legal services to the Margate MCRA must have a minimum of five (5) years relevant experience.

C. NEGOTIATIONS The Community Redevelopment Agency reserves the right to negotiate the fees, terms, and conditions in this contract.

### **III. INSTRUCTIONS TO RESPONDENTS**

#### **A. RESPONSES**

Respondents are hereby requested to submit a "Response to Proposals for Legal Services to the Margate MCRA" on or before (but not later than) 11:00 A.M., Tuesday April 5, 2016.

The Respondent should submit a sealed package containing: one (1) original and five (5) copies of their Response to RFP indicating their qualifications and any backup materials and outlining their ability to provide the services outlined herein, an electronic file of the Response to RFP and backup materials in MS Office or portable document file (PDF) compatible format.

Submittal packages must include the following information:

1. The firm's name, address, phone number and email address.
2. Primary contact person's name, phone number and email address.
3. Name and qualifications of the attorney(s) who will be involved in providing the service.
4. List of clients for which similar services have been provided within the last three (3) years, including name and address of client for whom work was completed, and name and telephone number of a contact person at client organization.
5. Any certifications held by the attorney or attorneys who will be providing the services.

6. Cost proposal that includes hourly rates for any and all employees and associates anticipated to provide services under any resulting contract.

## B. SUBMISSION REQUIREMENTS

1. The City of Margate Purchasing Division will accept sealed Proposals until 11:00 A.M. April 5, 2016 R.F.P. packets will be received in the Office of the Purchasing Division, City of Margate, City Hall, Finance Department, Second Floor, 5790 Margate Boulevard, Margate, Florida 33063. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.
2. Interested firms shall submit one (1) original and five (5) copies of the qualifications proposal **(NO THREE (3) RING BINDERS)**, as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The proposal packages shall be sealed and clearly marked on the outside **“R.F.P. MMCRA 2016-06 MCRA LEGAL SERVICES”** and addressed to the Purchasing Division at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the R.F.P. Compliance with all requirements shall be solely the responsibility of the Respondent.
3. By submitting a proposal, the Proposer certifies that they have fully read and understood the RFP methodology and have full knowledge of the scope, nature, and quality of work to be performed.
4. **NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the City of Margate Purchasing Division, Finance Department, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior the date and time specified.
5. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers may withdraw in person or through an authorized representative. Proposers and authorized representative must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the MCRA and will not be returned to the Proposers.
6. The Offeror’s Certification form shall be signed by an authorized company representative.
7. In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

## C. INQUIRIES, ADDENDA AND ADDITIONAL INFORMATION

All questions and requests for additional information in connection with this Request for Proposals (R.F.P.) shall be directed in writing or by email to: Purchasing Manager, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5328. Email [purchase@margatefl.com](mailto:purchase@margatefl.com).

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request For Proposals (RFP) and the resultant contract.



If you have received this R.F.P. packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of qualifications) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to [purchase@margatefl.com](mailto:purchase@margatefl.com). Include in the subject line "RFP MCRA 2016-06 MCRA LEGAL SERVICES.

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a MCRA employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from Proposers, which are signed and submitted in writing will be recognized by the MCRA as duly authorized expressions on behalf of the Proposer. It is the Proposer's responsibility to contact the Purchasing Division at (954) 935-5346 (prior to the date and time for submission) to determine if any addenda have been issued.

#### **IV. INSURANCE REQUIREMENTS**

Respondents agree to maintain Legal Malpractice Professional Liability at a limit of liability not less than \$2,000,000 Per Claim, and \$2,000,000 Annual Aggregate in a policy acceptable to the MCRA. Awarded proposer agrees to provide City and MCRA a certificate (s) of insurance evidencing that all coverage, limits and endorsements required are maintained and in full force and effect for the duration of the agreement.

#### **V. PROPOSAL SCHEDULE**

The proposed schedule of events related to this RFP is as follows. Dates may be extended by the MCRA where necessary.

<b>Event</b>	<b>Date</b>
1. Issuance of R.F.P.	March 10, 2016
2. Deadline for Responses	April 5, 2016 at 11:00 A.M.
3. Ranking/Recommendation by Selection Committee	April 20, 2016
4. Presentations/Ranking by MCRA Board	May 11, 2016
5. Negotiations with Selected Firm	May 27, 2016
6. Approval of Agreement by MCRA Board	June 8, 2016

#### **VI. REVIEW AND SELECTION**

##### **A. SELECTION**

The MCRA shall reserve the right to waive and determine the nature of any minor irregularities. A minor irregularity is a variation from the Solicitation, terms and conditions which do not constitute failure to substantially comply with requirements set forth in this request. A Respondent may not modify its statement after submission.

An established Selection Committee will review and rank all submittals meeting the minimum requirements. Firms will be evaluated based on the following criteria:

1. Firm's experience with CRAs and familiarity with FS Chapter 163 Part III (30 pts.)
2. Firm's experience with additional legal services as described in the Scope of Services
3. (25 pts.)
4. Qualifications and availability of personnel to be assigned to the MCRA (25 pts.)
5. Cost proposal (20 pts.)

Maximum total: 100 pts.

Up to five (5) of the highest ranked firms will be asked to make presentations to the MCRA Board at a public meeting. The Board shall take input from the Executive Director and members of the public, make its own ranking of the finalists, and proceed to enter into negotiations with the top ranked firm. At the conclusion of the negotiations with the firm or individual, the agreement will be submitted to the MCRA Board for approval. If negotiations fail with the top proposer, the Board shall continue with the next highest ranked proposer until an agreement is reached.

#### **B. AWARD OF CONTRACT**

The MCRA reserves the right to accept or reject any or all submissions, request resubmissions and to enter into negotiations with Respondents as warranted. The MCRA reserves the right to enter into an agreement with a firm or individual whose submission is most advantageous to and in the best interest of the MCRA. The MCRA shall be the sole judge of which submission is in its best interest and such determination shall be reflected in the Board's ranking of the top five proposers.

The MCRA intends to enter into an agreement with an initial term of three (3) years with an option to renew annually for two (2) additional years, for a total of up to five (5) years (three year agreement plus 2 one year renewals). The agreement will include a provision that allows the MCRA to terminate the agreement upon thirty (30) calendar days written notice whenever the MCRA determines that such termination is in the best interests of the MCRA.

### **VII. GENERAL CONDITIONS**

The following General Conditions will apply during the RFP process where applicable, and to any future agreement entered into between the MCRA and Proposer.

A. **EXPENSES:** All expenses for making the proposal to the MCRA are borne by the Proposer.

B. **FORM OF AGREEMENT:** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MCRA and shall contain, as a minimum, applicable provisions of the Request for Proposals. The MCRA reserves the right to reject any agreement that does not conform to the Request for Proposals and any MCRA requirements for agreements and contracts.

C. **NON-COLLUSIVE STATEMENT** - By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or

equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to “Non-Collusive Affidavit” form attached.)

#### D. PUBLIC RECORDS

Once opened by the MCRA, a response to this Request for Proposals is a public record under Chapter 119, Florida Statutes. Any Respondent awarded a contract under this Solicitation will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract. In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

EXHIBIT "B"  
RATE SCHEDULE

A. Hourly rates for legal personnel:

Partners	\$225.00/hr.
Associates	\$225.00/hr.
Law Clerks	\$125.00/hr.
Paralegals	\$125.00/hr.

B. Standard Charges

Charges for time are in minimum units of .10 hours

C. Costs and Expenses:

In-office photocopying	\$0.35/page
Facsimile transmittal	\$10.00