



**GOREN CHEROF  
DOODY & EZROL** P.A.  
ATTORNEYS AT LAW

October 31, 2013

Via Electronic Mail:  
Delray Beach Community Redevelopment Agency  
Attn: Diane Colonna, Executive Director  
20 North Swinton Avenue  
Delray Beach, Florida 33444

*Re: Agreement for Legal Services*

Dear Diane:

Enclosed please find a copy of the fully executed Agreement for Legal Services between the DBCRA and our law firm.

Sincerely,

DONALD J. DOODY

DJD/mea  
[DDOODY@CITYATTY.COM](mailto:DDOODY@CITYATTY.COM)

Enclosures

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Please reply to Fort Lauderdale Office

**Fort Lauderdale Office**

3009 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308 T 954/771-4500 F 954/771-4911

**Delray Beach Office**

10 N.E. Fifth Avenue, Delray Beach, FL 33483 T 561/276-9400

[www.cityatty.com](http://www.cityatty.com)

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT, made and entered into the 1 day of Nov, 2013 by and between:

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY  
20 North Swinton Avenue  
Delray Beach, FL 33444  
(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 Board of Commissioners has determined that it is in the best interest of the CRA to retain the law firm of GOREN, CHEROF, DOODY & EZROL, P.A. to serve in the capacity of general counsel to the CRA which entails providing legal services to assist the CRA in its effort 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 be effective upon execution by the parties, and it shall be renewed on an annual basis with the adoption of the annual budget by the CRA Board of Commissioners unless terminated pursuant to Section 5, herein.

### **Section 2.      DUTIES**

- 2.01 The FIRM shall be responsible for general legal services for the CRA including, but not limited to attendance at CRA board meetings, real estate transactions, and day-to-day legal services. Those members of the FIRM that will be primarily responsible for providing legal services to the CRA, generally, will be Donald J. Doody, and David N. Tolces. The FIRM reserves the right to utilize any attorney employed by FIRM for any

services rendered to CRA without first obtaining prior consent of the CRA.

- 2.02 The CRA retains the right to hire legal counsel not affiliated with the FIRM to provide any service that the CRA 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 An hourly rate of \$195.00 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.
- 3.01.2 In lieu of the regular, hourly rate referenced above, the sum of \$500.00 for attendance at each CRA Board meeting.
- 3.01.3 In addition, as provided in the Rate Schedule which is attached hereto, and incorporated herein by reference, the FIRM may bill the CRA 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, which will include 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 CRA shall include documentation evidencing the expenses such as receipts and/or related bills, as appropriate.
- 3.01.4 The FIRM shall consult with the CRA Director and obtain the approval of the Director prior to incurring expenses for expert services for litigation purposes in excess of \$2,000.00,
- 3.01.5 The CRA 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 like experience on similar services.

**Section 4.      ASSIGNMENT**

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

**Section 5.      TERMINATION**

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

**Section 6.      INSURANCE; INDEMNITY**

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

**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.

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Howard Lewis, Chair

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

By: \_\_\_\_\_

Donald J. Doody, Esq.

DNT:dnt

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## RATE SCHEDULE

A. Identification

Client: DELRAY BEACH COMMUNITY REDEVELOPMENT  
AGENCY

Matter: General Matters

B. Hourly rates for legal personnel

Partners	\$195.00/hour
Associates	\$195.00/hour
Law Clerks	\$100.00/hour
Paralegal	\$125.00/hour

C. Attendance at CRA Board Meetings - \$500.00 per meeting

D. Standard Charges

We charge for our time in minimum units of .20 hours.

E. Costs and expenses

In-office photocopying	\$ 0.35/page
Telefacsimile transmittal	\$10.00/fax transmission regardless of the number of pages
Computer Research	at cost

F. Subject to change

The rates on this schedule are subject to change on 30 days written notice, but no increases shall occur sooner than one (1) year from the date of execution.