

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen/797-2093

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE ENGAGEMENT OF HOLLAND & KNIGHT AS SPECIAL COUNSEL TO THE DAVIE COMMUNITY REDEVELOPMENT AGENCY.

**REPORT IN BRIEF:** This Resolution is to ratify the engagement of Holland & Knight as CRA legal counsel. Holland & Knight has served as CRA legal counsel for many years. The CRA Board approved the engagement at their meeting of January 22, 2001. There is a change to the engagement letter to make the engagement ongoing so that it doesn't have to be renewed on an annual basis. The services can be terminated by either party. The term began on October 1, 2000.

**PREVIOUS ACTIONS:** Town Council has approved the engagement of this firm since 1991.

**CONCURRENCES:** The CRA Board approved the engagement of Holland & Knight at their January 22, 2001 meeting.

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$22,500.00

Account Name: CRA Legal Expense

**RECOMMENDATION(S):** Motion to approve resolution ratifying the engagement of Holland & Knight as special legal counsel to the CRA.

**Attachment(s):** Resolution  
Engagement Letter from Holland & Knight- Exhibit "A"

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE ENGAGEMENT OF HOLLAND & KNIGHT AS SPECIAL COUNSEL TO THE DAVIE COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, the Town Council of the Town of Davie created the Davie Community Redevelopment Agency (CRA) pursuant to Ordinance 88-23 adopted on May 5, 1988; and

WHEREAS, pursuant to Ordinance 92-24, the Town Council delegated to the CRA the power to make and execute contracts and other instruments necessary or convenient to the carrying out of community redevelopment projects and related activities within its area of operation; and

WHEREAS, the CRA has retained the firm of Holland & Knight as Special Counsel since the Fiscal Year 1991-92; and

WHEREAS, Holland & Knight has provided legal services to the CRA's satisfaction; and

WHEREAS, after review, the CRA has approved the engagement of said firm as Special Counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby ratify the engagement of Holland & Knight as Special Counsel to the Davie Community Redevelopment Agency, a copy of which is attached as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

Law Offices

Exhibit "A"

# HOLLAND & KNIGHT LLP

One East Broward Boulevard, Suite 1300  
P.O. Box 14070 (ZIP 33302-4070)  
Fort Lauderdale, Florida 33301

954-525-1000  
FAX 954-463-2030  
www.hklaw.com

Atlanta	Northern Virginia
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January 18, 2001

Neal Kalis, Esq.  
Community Redevelopment Agency  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

Re: Engagement of Holland & Knight LLP as Special Counsel  
to Town of Davie Community Redevelopment Agency  
("CRA")  
for Fiscal Year Beginning October 1, 2000

Dear Neal:

This letter provides a scope of services and fee arrangement for the engagement of the firm of Holland & Knight LLP as special counsel to the CRA for the period of time beginning October 1, 2000, and continuing year to year unless terminated by either party.

The general terms of engagement utilized by the firm when entering into any contractual relationship with a client, and attached to the letter dated August 3, 1990, to Merrill Ladika, shall remain in effect.

In this letter we shall identify basic services as those services provided in the nature of general ongoing services such as advising and legally guiding the CRA and its staff in day to day matters and as anticipated in the general course of CRA business and for all of which services a total fee has been negotiated. Furthermore, this letter sets forth and identifies, to the extent possible, those specialized services not included as basic services and for which an alternative fee structure is being established.

I. BASIC SERVICES

The following services shall be considered basic services:

Provide general advice and legal guidance to the CRA, its Executive Director, and such other staff of the Town of Davie (the "Town") as assigned to assist in CRA matters. The tasks in connection with such general services shall be as follows:

Provide legal advice and guidance in order to assist the CRA in the improvement of its operations with regard to areas such as procedures, staffing, budget development, and the relationship between the CRA and the Town Council and such other matters pertaining to CRA activities.

Assist in clarification of legal issues pertaining to the CRA's creation, the establishment of a statement of program goals, policies and objectives, and provide advice regarding the Community Redevelopment Plan (the "Plan") and the Town's Comprehensive Plan.

Prepare legislative amendments to the enabling legislation, applicable resolutions, and the adoption of the Plan, as deemed appropriate.

Review and comment on proposed Plan amendments, as prepared by staff.

Prepare, review, and assist in negotiations, as necessary, of agreements to which the CRA is a party.

Provide advice regarding compliance with and assistance in interpretation of state, federal and local laws, rules, and regulations.

Provide general advice during the course of the CRA's implementation of projects or activities such as property acquisitions, transfers, dispositions, vacations of easements or rights-of-way, as required.

Provide guidance on financing options, joint Town/CRA activities and public/private partnerships.

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Attend meetings of the CRA, as necessary, as has been past practice. The CRA generally meets once a month. It should not be necessary for us to attend all of these meetings. We agree to attend such meetings as are reasonably required by the CRA and the CRA agrees to make every effort to schedule matters requiring our attendance in such a manner as to make the most efficient use of our attendance in keeping with the intent of this paragraph. We will review the agenda for each meeting and assist in determining the necessity for our attendance at certain meetings. We will be available at all times to answer questions and give guidance and legal advice to appropriate staff persons and other representatives of the CRA.

Specific issues that the CRA plans to address during the course of the contract period include, but are not limited to, the following issues. This identification of issues is intended to be illustrative of the work of the CRA for the contract period. General services as hereinbefore described will be provided for these issues and projects. There may, however, be specialized services in connection with any or all of the following issues and projects, which shall be compensated accordingly.

The Community Redevelopment Plan and necessary amendments

Neighborhood Revitalization Plan

Davie Road Streetscape Project

Amendments to Broward County Trafficways Plan for Griffin/Orange corridor and Davie Road; FDOT design for Davie Road

Davie Settlement Project

Educational Complex

For the above referenced basic services, compensation shall be at the rate of \$175.00 per hour for attorneys. Paralegals will bill at their standard billing rate. Billings for these services will be on a monthly basis.

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## II. SPECIALIZED SERVICES

In addition to the services contemplated as set forth above, it is necessary to describe certain specialized services that are not included within the general scope of services above identified and to provide for a method of payment for such services. Such services include, but are not limited to, the following:

Litigation matters in which the CRA becomes a plaintiff, defendant, intervenor, or otherwise a participant.

Drafting of amendments to the Community Redevelopment Plan itself.

Work associated with amendments to the Town's Comprehensive Plan, or any of the elements contained within it, with the exception of the general review of the Plan to assure consistency with the Comprehensive Plan, as required by Chapter 163, Part III, F.S.

Specialized real estate services, such as the preparation of deeds, easements, or other documents of conveyance, title reports, or work in connection with the sale, transfer or closing of property to or by the CRA, including any condemnation proceedings initiated by or against the CRA.

Legal services relating to the financing of individual development projects, other than providing general guidance as to financing options.

For such services, an hourly rate of \$185.00 per hour shall be established.

It is our understanding that we are being retained by the Town of Davie's Community Redevelopment Agency and that our attorney/client relationship is with the CRA. Further, as has been the case during the past year, the services will be provided primarily by me, with the assistance of Janna Lhota. We understand that the engagement between the CRA and Holland & Knight LLP may be terminated by either party upon the completion of outstanding matters to the extent requested by the CRA and payment of fees for services provided up to the time of termination.

If these terms meet with your approval, we would appreciate receiving appropriate authorization from the CRA and the execution of this letter in the space provided below.

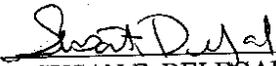
Neal Kalis, Esq.  
January 18, 2001  
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Again, thank you for your continued confidence in the firm of Holland & Knight LLP and your engagement of us as special counsel to the Community Redevelopment Agency.

Very truly yours,

HOLLAND & KNIGHT LLP

By:   
SUSAN F. DELEGAL

Accepted and Agreed to  
this \_\_\_ day of \_\_\_\_\_, 2001.

TOWN OF DAVIE COMMUNITY  
REDEVELOPMENT AGENCY

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

Its: \_\_\_\_\_