

**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES  
AGREEMENT FOR LEGAL SERVICES**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into in Broward County, Florida this 22<sup>nd</sup> day of January, 2019, by between the CITY OF COOPER CITY, FLORIDA, a municipal corporation (hereinafter "City"), and GOREN, CHEROF, DOODY & EZROL, P.A. (hereinafter "City Attorney").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Goren, Cherof, Doody & Ezrol, P.A., shall serve in the capacity of City Attorney to the City in accordance with the City Charter and the Code of Ordinances of the City of Cooper City, Florida ("City Code").

2. The term of employment of the City Attorney under this Agreement, hence the term of this Agreement, shall commence as of January 8, 2019 and shall remain in full force and effect until such time as this Agreement is terminated as provided for herein or modified by mutual written consent of both parties.

3. The City Attorney agrees to attend all regular meetings, special meetings and workshops of the City Commission and to perform any and all legal services, of whatever kind or nature, required or requested of City Attorney by the City for the City of Cooper City and the City Manager thereof (when same is acting in his/her official capacity on behalf of the City of Cooper City) during the term of this Agreement (collectively referred to as "General Matters"), subject only to the following. All legal services to be performed by City Attorney hereunder shall be rendered at the request or direction of a majority of the City Commission (meaning majority of Commission sitting at the time that any vote is taken on a direction to request service from City Attorney); otherwise, City Attorney shall not be required to perform legal services for City except on its own initiative and at its own expense. City Attorney recognizes that the City may elect to assign certain legal services to outside legal counsel in certain matters, for example areas of litigation and for bond counsel services. City Attorney shall supervise such outside legal counsel assignments and perform such legal services associated with such assignment as may be necessary to protect the interests of the City.

4. The parties specifically recognize and understand that several members of the City Attorney office possess the requisite skill, competence and exposure in municipal/governmental practice. Specifically, therefore, and notwithstanding any of the foregoing, the rendition of services hereunder by any attorney or paralegal of the law firm of the City Attorney shall not be prohibited and shall be deemed to be in accordance with the provisions of Section 112.313, Florida Statutes,

including, litigation and support services otherwise described and permitted by the aforesaid statute. Compensation for such services shall be in accordance with that schedule set forth in Exhibit "A" attached hereto.

5. As full payment and compensation for the City Attorney's services hereunder, City shall pay to City Attorney and City Attorney agrees to accept from City an hourly rate of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) per hour or such lesser sum as set forth on Exhibit "A" attached hereto and incorporated herein. Such compensation shall include all General Matters provided by the City Attorney pursuant to this Agreement. The City agrees to make payment to the City Attorney on the first day of the month following the month of service rendition, with the initial installment to be made on the first day of February, 2019. In the event of early termination pursuant to the terms hereof, City Attorney shall be entitled only to such compensation as shall have accrued on a pro rata basis to the date of said early termination.

6. In addition to the compensation for professional services as set forth above, City Attorney shall be permitted to submit to the City on a monthly basis for payment by City to City Attorney an invoice for all reasonable and necessary legal expenses incurred on behalf of the City, such as court costs, including but not limited to filing fees, service of summons, service of subpoenas, witness fees, including expert witness fees, court reporter fees, as well as long distance toll charges, computerized legal research, messenger service and photo copying and facsimile costs not performed by the City in accordance with that schedule attached hereto as Exhibit "A". The foregoing constitutes reimbursement of expenses to City Attorney and not fees for services as contemplated hereunder. City Attorney may also request these costs be paid directly by City to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis.

7. In addition to the General Matters provided by the City Attorney, the City shall compensate the City Attorney on an hourly basis of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) per hour or such lesser sum as set forth in Exhibit "A" for:

- A. Any litigation or arbitration in which the City is a party plaintiff or a party defendant;
- B. Any administrative hearings before any governmental/administrative bodies including, but not limited to, other official City Boards or Committees except as set forth herein.
- C. Municipal prosecutions filed in the Broward County Court for matters not brought before the City's Code Enforcement Board.
- D. Forfeiture proceedings.

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- E. Co-Counsel activities with insurance counsel assigned by the City's insurance carrier when necessary and appropriate.
- F. Labor negotiations and activities associated with statutory collective bargaining pursuant to Chapter 447, Florida Statutes, as amended, from time to time.
- G. Preparation of Cable or Telecommunication Agreements or Ordinances.
- H. Real Estate Transactions.
- I. Labor/Personnel matters.
- J. Pension Matters.
- K. Charter Review matters.
- L. Comprehensive Planning and Land Development related matters.
- M. Issuing bond counselor's services or other services required pursuant to public finance matters.
- N. General ethics matters for members of the City Commission, administrative staff and other employees.
- O. Other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the City Commission.

8. The City agrees that the services provided by the City Attorney under this Agreement are performed as an officer of the City and therefore the City hereby extends the protection afforded by Section 111.07, Florida Statutes, to the City Attorney.

9. The parties to this Agreement hereby agree that this Agreement is terminable by majority vote of the City Commission at any time and terminable by the City Attorney upon thirty (30) days written notice tendered to the City.

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

11. Within ten (10) days of the execution of this Agreement the City Attorney shall provide the City with a copy of the City Attorney's malpractice insurance, if not already on file with the City.

12. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.


13. 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.

**IN WITNESS WHEREOF**, the parties have set their hands and seals at and in the State and County first above written.

CITY OF COOPER CITY, FLORIDA:

BY:   
MAYOR GREG ROSS

CITY ATTORNEY:

BY:   
Goren, Cherof, Doody & Ezrol, P.A.

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**EXHIBIT "A"**

**RATE SCHEDULE**

A. Identification

Client: City of Cooper City, Florida

B. Hourly rates for legal personnel

Partners	\$225.00/hour
Associates	\$225.00/hour
Law Clerks	\$125.00/hour
Paralegals	\$125.00/hour

C. Standard Charges

We charge for our time in minimum units of .10 hours.

D. Costs and expenses

In-office photocopying	\$ 0.35/page
Telefacsimile transmittal	\$10.00
Computerized legal research	at cost

E. Subject to change

The rates on this schedule are subject to change on thirty (30) days' written notice.