

## PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Professional Services Contract”) is hereby made and entered into, in duplicate, in Palm Beach County, Florida, this 12<sup>th</sup> day of April, 2022, by and between the City of Pahokee, Florida, hereinafter referred to as “City,” being party of the first part, and the law firm of Burnadette Norris-Weeks, PA, hereinafter referred to as “Attorney,” being party of the second part.

### **RECITALS:**

**WHEREAS**, the City is required by its Code of Ordinances to hire a City Attorney; and

**WHEREAS**, by a majority vote of the City Commission on March 25, 2022, the the City Commission hired the qualified firm Burnadette Norris-Weeks, P.A., as the Interim City Attorney; and

**WHEREAS**, at the City Commission meeting held on April 12, 2022, the City Commission appointed Burnadette Norris-Weeks, P.A. as the permanent City Attorney pursuant to Resolution No.\_; and

**WHEREAS**, the City Commission hereby appoints as Assistant City Attorneys all attorneys working on behalf of the law firm Burnadette Norris-Weeks, P.A, including Michelle Austin Pamies, Shirlyon McWhorter, Norman Powell, Pamela Booker, Candice Cobb and Samour Suckram; and

**WHEREAS**, the City Commission finds that the approval of the contract for City Attorney Services is in the best interest of the City.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and covenanted as follows:

**1.0 ENGAGEMENT OF PROFESSIONAL SERVICES.** City hereby agrees to engage Attorney.

**2.0 SCOPE OF SERVICES.** City and Attorney agree that the legal services provided by Attorney shall be those generally performed by a City Attorney.

**3.0 TERM; TERMINATION.** This Agreement shall take effect on the date of execution and shall continue as determined by the City Commission. The parties agree that either party may terminate this Agreement with or without cause, with ninety days (90) days written notice in advance. This provision shall not be read to be inconsistent with Section 3.06 of the City of Pahokee’s Charter.

**4.0 PAYMENT FOR PROFESSIONAL SERVICES RENDERED.** Full payment and compensation for Attorney's professional services rendered pursuant to this Professional Services Contract shall be Eight Thousand Three Hundred Thirty Three Dollars and 33/100 (\$8,333.33) per month for legal services for general legal work performed by Attorney.

In the event of termination, Attorney shall be entitled to such compensation as shall have accrued to the end of the month terminated.

**5.0 COSTS AND EXPENSES:** Consistent with the City Charter, in addition to professional legal services, Attorney's billing statements shall include out-of-pocket expenses advanced or incurred on City's behalf. Advanced costs generally will include expenses for such items as filing, recording, certification, and registration fees charged by governmental bodies, facsimile charges, telephone charges, courier services, computer research fees, photocopying expenses, and court reporter charges. The foregoing reimbursement of costs and expenses to Attorney are not fees for services as contemplated under this Professional Services contract. Attorney may also request these costs be paid directly by the City to the billing party rather than on a reimbursement basis.

**6.0 ATTORNEY INDEPENDENCE.** It is important that Attorney be independent and impartial in order to properly perform and provide professional services to City. Attorney shall not act as counsel in any lawsuit or other adversary proceeding in which City is named as an adversary party.

**7.0 INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing contained in this Professional Services Contract or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between City and Attorney. Attorney is an independent contractor and not an employee of City. The consideration set forth in Professional Services Contract shall be the sole consideration due Attorney for the services rendered hereunder. It is understood that City will not withhold any amounts for payment of taxes from the compensation of Attorney hereunder.

**8.0 NOTICE.** Whenever either party is required to give notice to the other, such notice shall be delivered by United States mail, return receipt requested or by hand delivery addressed to the party for whom it is intended at the place specified by this paragraph. The place for giving notice shall remain the same as set forth in this Professional Services Contract, unless changed in writing and provided in the manner provided by this paragraph. The parties designate the following, City Mayor or successor, as the effective persons and place for providing notice to the other:

**PAHOKEE:**  
Keith W. Babb, Mayor  
City Manager  
207 Begonia Drive  
Pahokee, FL 33476

Or hand-delivery at the official city administrative office

**ATTORNEY:**

Burnadette Norris-Weeks, P.A.  
Burnadette Norris-Weeks, Esq.  
401 N. Avenue of the Arts  
Fort Lauderdale, Florida 33311

9. **MISCELLANEOUS:** This Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior oral conversations or writings are merged herein and extinguished.

This Professional Services Contract shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**IN WITNESS WHEREOF**, the parties have caused this Professional Services Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THIS SPACE IS INTENTIONALLY LEFT BLANK

CITY OF PAHOKEE

ATTEST:

\_\_\_\_\_  
Tijauna Warner, CMC, City Clerk

BY: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTORNEY

WITNESSES:

\_\_\_\_\_ BY: \_\_\_\_\_  
Burnadette Norris-Weeks, Esq.  
For Burnadette Norris-Weeks, P.A.