

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026, by and between the **CITY OF WESTLAKE, FLORIDA**, a Florida municipal corporation ("City"), and **LOCAL GOVERNMENT CONSULTANT GROUP, LLC**, a Florida limited liability company ("LGCG").

WITNESSETH:

WHEREAS, LGCG was organized to provide professional management and specialized services; and

WHEREAS, the City desires to retain LGCG to provide City Manager services for the City; and

WHEREAS, LGCG desires to be retained by the City for the purpose of providing City Manager services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation.

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of City Manager.

(a) Subject to the terms and conditions of this Agreement, the City hereby retains LGCG to provide Professional Services as the City Manager for the City of Westlake commencing on _____, 2026 ("Commencement Date"), 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. For purposes hereof, "Services" shall mean the exercise and discharge of all of the powers, authority, duties, and responsibilities of the City Manager of the City as such powers, authority, duties and responsibilities are set forth in the City Charter and the City of Westlake Code of Ordinances. It is understood and agreed between the City and LGCG that the professional services to be provided pursuant to the terms of this Agreement shall be provided by only one member of the LGCG and that designated member shall be Howard Brown.

(b) Beginning on the Commencement Date and continuing and until such time as this Agreement is terminated by either party, LGCG shall provide professional services as City Manager to the City of Westlake, Florida, and shall be available on a full-time basis to perform the Services. LGCG shall be required to perform the Services in compliance with all applicable federal, state, and local laws associated with the position of City Manager of a Florida municipality.

~~(c) The City agrees that, to the fullest extent permissible under the law, in performing the Services, LGCG shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of City Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all federal, state and local laws and regulations, as well as to the City Charter and the City's ordinances, resolutions, regulations and policies.~~

(~~c~~d) In connection with the retention of LGCG as described in this Agreement, it is the express intent of the City that shall LGCG provide professional services as the City Manager during the term hereof. However, in the event that the member of LGCG, Howard Brown, as the ~~sole~~ member of LGCG during the term hereof should die or become permanently disabled, then in that event, the City Council shall retain the right and option to terminate this Agreement by providing written notice thirty (30) calendar days in advance of termination.

(~~d~~e) LGCG acknowledges and agrees that it owes a duty of loyalty, fidelity, and allegiance to act at all times during the terms of this Agreement in the known interests of the City and to knowingly do not act which would injure the City's business, its interests, or its reputation. Further LGCG specifically, Howard Brown, shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, which knowingly is adverse to the interests of or would in any material way injure the City and that LGCG and Howard Brown shall commit to providing professional services pursuant to full-time availability described in Section (b), supra, however, nothing in this Agreement shall preclude LGCG from undertaking activities, professional or otherwise, that do not interfere with LGCG or Howard Brown's performance of duties under this Agreement and pursuant to the City Charter on a full time basis. ~~The parties agree that prior to engaging in any activities unrelated to the City that LGCG shall inform and obtain the approval of the City Council.~~

~~(f) In performing the services hereunder, LGCG may reasonably rely on information supplied by the CITY and LGCG shall not be required to independently verify the accuracy and completeness of such information. In addition, although LGCG may~~

~~participate in the accumulation of information developed by others necessary for use in documents required by the CITY, LGCG is not responsible for verifying the accuracy of such information, except with respect to all services being provided by LGCG as to the finances and accounting of the CITY and as otherwise provided herein.~~

3. Performance Evaluation

~~This Agreement is conditioned upon and subject to an annual performance evaluation by the City Council.~~

34. Fees and Expenses.

(a) In return for providing services as the City Manager, LGCG shall be entitled to receive from the City an annualized professional fee of _____ (\$ _____) for the period commencing on the Commencement Date and ending on _____ as set forth in **Exhibit "A" attached hereto**. The Base Fee (the "Base Fee") shall be payable to LGCG in substantially equal monthly installments throughout the Term (subject to "CPT" adjustments). Payments begin the first day of each month beginning _____, 2026 and payable on the first day of each month for the term of the Agreement. Each month during the Term, LGCG shall submit an invoice for the Fee then payable by the City. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-80, are hereby incorporated herein by this reference and the City agrees to make payment in accordance with same. The annualized professional fee may be adjusted annually by the City Council after conducting an annual performance review of the professional services provided by LGCG and specifically the professional services provided by Howard Brown.

(b) **Vehicle Expenses and Mileage Reimbursement.** LGCG shall be entitled to reimbursement for the use of a personal vehicle owned by Howard Brown for official City business. Such reimbursement shall be calculated at the then-current Privately-Owned Vehicle (POV) mileage reimbursement rate established by the U.S. General Services Administration (GSA).

To receive reimbursement, the LGCG shall submit a monthly itemized statement of mileage to the City Clerk. Reimbursement shall not be provided for "commuting mileage," defined as travel between the Howard Brown's residence and the City.

Additionally, in the event that the City acquires a motor vehicle, LGCG shall be permitted to use such vehicle for official and incidental personal use.

(c) Commencing on the Commencement Date and until such time as this Agreement is terminated as provided for herein or modified by mutual written consent of both parties, the City shall make available to LGCG appropriate office facilities, equipment,

personnel, and support services customarily provided to a City Manager. LGCG agrees that such offices, facilities, personnel, equipment and supplies shall be used solely for the Services, and shall not be used for any other services or purposes.

(d) The City shall reimburse the LGCG for Howard Brown's reasonable travel and professional engagement expenses related to legislative advocacy, economic development recruitment, and professional conferences, including but not limited to Florida Legislative Days in Tallahassee and economic development conferences such as ICSC.

~~(d) Performance-Based Incentives. To provide measurable fiscal and economic benefits to the City, the Agreement shall include a performance-incentive program consistent with Florida Statute §215.425(3), under which the Consultant may earn incentive compensation for achieving specific outcomes that enhance the City's financial resources and taxable base. These incentives shall include:~~

~~• Grant Procurement Incentive. The Consultant may receive an incentive payment based upon the successful procurement and formal acceptance by the City of federal, state, or private grant funding or legislative appropriations within a fiscal year, calculated as follows:~~

- ~~• Tier 1: Funding of \$250,001 – \$750,000: incentive of \$7,500.~~
- ~~• Tier 2: Funding of \$750,001 – \$1,500,000: incentive of \$15,000.~~
- ~~• Tier 3: Funding exceeding \$1,500,000: incentive of \$25,000.~~

~~This incentive shall not apply to any grant program whose regulations prohibit performance-based compensation.~~

~~• Economic Development and Tax Base Expansion Incentive. The Consultant may receive a one-time incentive payment for the successful recruitment or substantial expansion of a commercial, industrial, or mixed-use development project within the City that results in measurable private capital investment, with eligibility triggered upon issuance of a vertical construction permit for the project:~~

- ~~• Tier 1: Private investment of \$5 million – \$15 million: incentive of \$5,000.~~
- ~~• Tier 2: Private investment of \$15.1 million – \$30 million: incentive of \$15,000.~~
- ~~• Tier 3: Private investment exceeding \$30 million: incentive of \$25,000.~~

~~The total incentive payments under this program shall not exceed \$50,000 in any fiscal year, and any incentive earned shall be invoiced by the Consultant and paid by the City within thirty (30) days following verification of the qualifying milestone.~~

45. Term and Termination.

~~(a)~~ The Initial Term of this Agreement (the "Initial Term") shall commence on the Commencement Date 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.

This Agreement shall be of a continuing and evergreen nature and shall remain in effect unless terminated by either party. Either the City or LGCG may terminate this Agreement upon providing one hundred fifty (150) days written notice to the other party. ~~Local Government Consulting Group, LLC~~ Either party, may terminate the Agreement upon a shorter period of notice if mutually agreed to by both parties in writing but in no event less than sixty (60) calendar days. In the event the City elects to discontinue or waive the professional services during the notice period, the City shall provide a one-time payment equal to the compensation that would otherwise have been earned during the remainder of the 150-day notice period, consistent with the structure utilized in the prior Inframark Agreement. Notwithstanding the above and in the avoidance of doubt, the City may terminate this Agreement upon five (5) calendar days notice in the event Howard Brown commits any act or becomes involved in any situation or occurrence which results in being charged with a felony, an ethics violation, or any acts of dishonesty, fraud or moral turpitude and the one time payment referenced herein shall not be an obligation of the City.

56. Warranties and Insurance.

(a) LGCG hereby represents and warrants that (i) it is a (a limited liability company) , duly organized, existing and in good standing under the laws of the State of Florida; ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by ; (iii) it has the professional expertise, experience and personnel to enable it to perform the Professional Services contemplated by this Agreement, and (iv) it possesses any and all licenses or certifications required to perform the Services, that such licenses of certifications are current and that is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

LGCG shall provide and maintain at LGCG's expense the following levels of insurance coverage at all times subsequent to the execution of this Agreement.

1. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000.00); and
- ~~2. Commercial Crime insurance with per loss limit of one million dollars (\$1,000,000.00). Such insurance shall provide coverage for direct loss of money, security, or other tangible property sustained by the City as a result of theft or forgery committed by an employee or member of the LGCG not in collusion with an official of the City.~~
- ~~3.2.~~ Workers' Compensation Insurance in accordance with the statutory obligations imposed by Florida law. Employer's Liability Insurance shall be provided with minimum coverage of \$100,000.00 per accident/occurrence.

(b) LGCG shall not commence performance hereunder until all insurance required under the terms of the Agreement has been provided to the City Clerk of the City.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's City Clerk prior to the commencement of the Term of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) calendar days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide. The cost to obtain the certificate of insurance shall be an obligation of ~~the City~~ LGCG.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, LGCG shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. LGCG shall not commence nor continue to provide any Professional Services pursuant to this Agreement unless all required insurance remains in full force and effect. LGCG shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

~~(c) Comprehensive Auto Liability coverage which shall include owned, hired and non-owned vehicles, with the following limits:~~

~~———— A. Bodily Injury~~

~~———— 1. Each Occurrence \$1,000,000~~

~~———— 2. Annual Aggregate \$1,000,000~~

~~———— B. Property Damage~~

~~———— 1. Each Occurrence \$1,000,000~~

~~———— 2. Annual Aggregate \$1,000,000~~

LGCG shall name the City as an additional insured on each of the policies required herein.

~~The City of Westlake, Florida shall be named as an additional insured where applicable.~~

~~The total liability under this Agreement shall be capped at an amount equal to the base compensation of the contract, similar to the limitation of liability provision contained in the prior Severn Trent agreement.~~

67. Indemnification.

LGCG shall indemnify and hold harmless the City of Westlake, Florida, its elected and appointed officers, and agents from and against any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of Services under this Agreement to the extent that such performance was grossly negligent or willful on the part of LGCG. Similarly, the City of Westlake, Florida, its elected and appointed officers, and agents, shall indemnify and hold harmless LGCG from and against any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of Services under the Agreement to the extent that such performance was grossly negligent or willful on the part of the City Entities.

The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

78. Miscellaneous.

(a) Notices. Any and all notices required to be made under this Agreement shall be in writing and shall be delivered personally or by certified mail to the following addresses:

To City:

City of Westlake, Florida

DJD revised 4.16.26

Attn: City Clerk

4001 Seminole Pratt Whitney Road
Westlake, FL 33470

With Copy to:

Donald J. Doody, City Attorney
Goren Cherof Doody & Ezrol
3099 E Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308
E: Ddoody@gorencherof.com
Ph: 954-771-4500

To City Manager:

Local Government Consulting Group, LLC
7754 Okeechobee Blvd, PMB 703
West Palm Beach, FL 33411
Email: howardb@localggroup.com
Phone:

With Copy to:

Christian W. Waugh

Waugh PLLC

201 E. Pine Street, Suite 315

Orlando, FL 32801

321-800-6008: Phone

844-206-0245: Fax

cwaugh@waugh.legal

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall be in Palm Beach County, Florida.

(c) City hereby represents and warrants that (i) it is duly organized and validly existing as a municipal corporation of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the City Council.

~~(d) Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes all prior agreements and understandings.~~

(de) No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(ef) Relationship of Parties. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that LGCG is an independent contractor under this Agreement and not the City's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. LGCG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the activities and responsibilities as a City Manager for a Florida municipality, nonetheless to the provisions of the City Charter. LGCG agrees that it is a separate and independent enterprise from the City, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to provide the Professional Services contemplated by this Agreement. This Agreement shall not be construed as creating any joint employment relationship between LGCG, and the City and the City will not be liable for any obligation incurred by LGCG including but not limited to unpaid minimum wages and/or overtime premiums.

(fg) Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and LGCG, and supersedes all prior negotiations, representations or agreements, either written or oral.

(gh) Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(h) Amendment. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(ij) No Contingent Fees. LGCG warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LGCG to

solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

~~(j)~~ Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by LGCG without the prior written consent of the City. However, this Agreement shall run to the City and its successors and assigns.

~~(k)~~ Records. Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

~~(l)~~ Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

~~(m)~~ Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

~~(n)~~ Provisions Severable. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

~~89.~~ The undersigned, **LGCG**, hereby attests under penalty of perjury as follows:

8.1. **LGCG** is not a foreign principal, as defined in Section 692.201, Florida Statutes.

8.2. **LGCG** is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

~~910.~~ In accordance with §287.135, Florida Statutes, as amended, **LGCG** is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if it:

9.1. Is engaged in business operations in Cuba or Syria.

~~110.~~ In accordance with section 787.06 (13), Florida Statutes, the undersigned, **LGCG**, hereby attests under penalty of perjury as follows:

10.1. **LGCG** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

~~121.~~ **Reliance on Information Provided by the City.** In performing services under this Agreement, LGCG shall be entitled to rely on a good faith basis upon the accuracy and completeness of information, data, reports, and materials provided by the City, its officers, employees, contractors, consultants, or agents without independent verification, unless otherwise expressly agreed in writing. LGCG shall not be responsible for errors, omissions, or inaccuracies contained in such information or for any decisions or actions taken by the City or others based upon such information except where such reliance would be unreasonable and inconsistent with the Professional Standard of a City Manager. ~~The City acknowledges that the LGCG's services are performed in reliance upon information furnished by or on behalf of the City, and LGCG shall have no obligation to independently audit, investigate, or verify the accuracy of such information unless specifically required under the terms of this Agreement.~~

~~132.~~ **Administrative Authority and Non-Interference.** Consistent with the Council-Manager form of government established in Section 4 of the City of Westlake Charter, LGCG shall provide services consistent with Chief Administrative Officer of the City and shall be responsible for the administration and management of all City operations, including the coordination, supervision, and management of all departments, offices, agencies, consultants, contractors, and service providers engaged by the City. In avoidance of doubt, LGCG shall not have the authority to discipline, suspend, or terminate any employee of Inframark that provides services

to the City. The City Council shall exercise its authority collectively as a legislative body and shall provide policy direction through duly adopted ordinances, resolutions, and motions. Except for the purposes of inquiry and information, individual members of the City Council shall not direct, supervise, or interfere with the performance of the duties of LGCG or any person, contractor, consultant, or service provider operating under the direction or supervision of LGCG, consistent with the provisions of Section 8(L) and Section 10(C) of the City Charter.

~~13. **Sovereign Immunity.** To the fullest extent permitted under Florida law, the City Manager and the City Manager's firm, Local Government Consulting Group, LLC, shall be deemed an agent of the City of Westlake when acting within the scope of authority granted under this Agreement and the City Charter, and wherever legally feasible and asserted in good faith in the judgment of counsel for either of the Parties, the Parties shall take the position that LGCG is shall be entitled to the protections and limitations of liability afforded by the doctrine of sovereign immunity as provided in Chapter 768.28, Florida Statutes, for acts performed within the course and scope of such authority.~~

~~*Intentionally Left Blank, Signature Page on Following Page*~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF WESTLAKE, FLORIDA

By: _____
Print Name: _____
Title: Mayor

Attested to: _____
Print Name: _____
Acting City Clerk

LOCAL GOVERNMENT CONSULTING GROUP, LLC

By: Howard W. Brown, Jr.
Title: Authorized Member

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, who is personally known to me or has produced identification.

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT A

BASE FEE SHALL INCLUDE SALARIES, BENEFITS, PROFESSIONAL MEMBERSHIPS, PROFESSIONAL DUES AND SUBSCRIPTIONS, AND SPECIFIED INSURANCE PER AGREEMENT.

DRAFT