

**PROFESSIONAL SERVICES  
AGREEMENT FOR INTERIM LEGAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into in Palm Beach County, Florida this 16<sup>th</sup> day of April, 2021, by between the CITY OF WESTLAKE, FLORIDA, a municipal corporation (hereinafter "City"), and GOREN, CHEROF, DOODY & EZROL, P.A. (hereinafter "Interim 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 Interim City Attorney to the City in accordance with the City Charter and the Code of Ordinances of the City of Westlake, Florida ("City Code"). Donald J. Doody, Esq. and Jacob G. Horowitz, Esq. shall serve as the designees for the Interim City Attorney's office, and shall be the City's primary contacts for the Interim City Attorney's office.

2. The term of employment of the Interim City Attorney under this Agreement, hence the term of this Agreement, shall commence as of April 16, 2021 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 Interim City Attorney agrees to attend all regular meetings, special meetings and workshops of the City Council and to perform any and all legal services, of whatever kind or nature, required or requested of Interim City Attorney by the City for the City of Westlake and the City Manager thereof (when same is acting in his/her official capacity on behalf of the City of Westlake) during the term of this Agreement (collectively referred to as "General Matters"), subject only to the following. All legal services to be performed by the Interim City Attorney hereunder shall be rendered at the request or direction of a majority of the City Council (meaning majority of Council sitting at the time that any vote is taken on a direction to request service from the Interim City Attorney) or as directed by the City Manager for day-to-day operational issues (resolutions, ordinances, etc...). Interim City Attorney shall supervise outside legal counsel assignments, if any, 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 Interim City Attorney's 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 Interim 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 Interim City Attorney's services hereunder, City shall pay to the Interim City Attorney and the Interim City Attorney agrees to accept from City an hourly rate of TWO HUNDRED FIFTY AND DOLLARS AND 00/100 (\$250.00) 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 Interim City Attorney pursuant to this Agreement. The Interim City Attorney shall submit invoices to the City on a monthly basis at the beginning of each month. The City agrees to make payment to the Interim City Attorney within fifteen (15) days of receipt of an invoice for legal services, with the initial payment to be made in May, 2021. In the event of early termination pursuant to the terms hereof, Interim 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. The City agrees to pay the Interim City Attorney's Office for travel time at the rate of one-half (1/2) of the actual time spent, which shall be included within the monthly General Matters invoice.

6. In addition to the compensation for professional services as set forth above, the Interim City Attorney shall be permitted to submit to the City on a monthly basis for payment by City to the Interim 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 the Interim City Attorney and not fees for services as contemplated hereunder. Interim 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. This agreement does not create an employee/employer relationship between both Parties. It is the intent of both Parties that the Interim City Attorney is an independent contractor under this agreement and not the City's employee for 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. The Interim City Attorney shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Interim City Attorney's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Interim City Attorney, which policies of Interim City Attorney shall not conflict with City, or United States policies, rules or regulations relating to the use of Interim City Attorney's funds provided for herein. The Interim City Attorney agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a

high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Interim City Attorney and the City and the City will not be liable for any obligation incurred by Interim City Attorney, including but not limited to unpaid minimum wages and/or overtime premiums.

8. The Florida Public Records Act. In accordance with Section 119.0701, F.S., the Interim City Attorney shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services under the Agreement.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE INTERIM CITY ATTORNEY HAS QUESTIONS  
REGARDING THE APPLICATION OF CHAPTER 119,  
FLORIDA STATUTES, TO THE INTERIM CITY  
ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS CONTRACT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT**

**ZOIE P. BURGESS, CMC  
4001 SEMINOLE PRATT WHITNEY ROAD  
WESTLAKE, FL 33470  
(561) 530-5880  
zburgess@westlakegov.com**

9. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, the Interim City Attorney shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Interim City Attorney shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

9.1 All persons employed by the Interim City Attorney to perform employment duties within Florida during the term of the contract; and

9.2 All persons (including subconsultants/subcontractors) assigned by the Interim City Attorney to perform work pursuant to the contract with the City of Westlake. The Interim City Attorney acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Westlake; and

9.3 The Interim City Attorney shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Interim City Attorney shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Interim City Attorney shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Interim City Attorney, the Interim City Attorney may not be awarded a public contract for a period of one (1) year after the date of termination.

10. The City agrees that the services provided by the Interim City Attorney under this Agreement are performed as a Charter Officer of the City and therefore the City hereby extends the protection afforded by Section 111.07, Florida Statutes, to the Interim City Attorney.

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

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

13. 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 Palm Beach County, Florida.

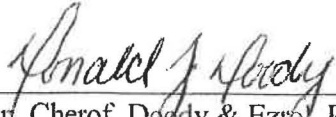
14. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseeding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, 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 WESTLAKE, FLORIDA:

INTERIM CITY ATTORNEY:

BY:   
KENNETH CASSEL  
City Manager

BY:   
Goren, Cherof, Doody & Ezro, P.A  
By: Donald J. Doody  
3099 E. Commercial Blvd., Suite 200  
Fort Lauderdale, Florida 33308  
(954) 771-4500

**PROFESSIONAL SERVICES  
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**EXHIBIT "A"**

**RATE SCHEDULE**

**A. Identification**

Client: City of Westlake, Florida

**B. Hourly rates for legal personnel**

Partners	\$250.00/hour
Associates	\$250.00/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.