

## **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS SECOND AMENDMENT** ("Second Amendment") dated the \_\_\_\_ day of \_\_\_\_, 2023, is intended to further amend the Professional Services Agreement for Interim Legal Services ("Original Agreement") dated the 16<sup>th</sup> day of April, 2021, and subsequent amendment by and between:

**THE CITY OF WESTLAKE**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "City",

and

**GOREN, CHEROF, DOODY & EZROL, P.A.**, hereinafter referred to as "City Attorney"

**WHEREAS**, a Professional Services Agreement for Interim Legal Services was signed on April 16, 2021; and

**WHEREAS**, at the City Council Meeting on Monday April 11, 2022, the City named Goren, Cherof, Doody & Ezrol as the Permanent City Attorney; and

**WHEREAS**, the First Amendment to Professional Services Agreement was signed on April 13, 2022; and

**WHEREAS**, the City and the City Attorney desires to amend the Professional Services Agreement for Legal Services dated April 16, 2021 and subsequent amendment to provide for an increase in the City Attorney's hourly rate; and

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. Section 5 of the Agreement dated April 16, 2021 is amended to reflect an increase in the City Attorney's hourly rate from \$250.00 per hour to \$300.00 per hour.
3. The Original Agreement, as amended herein, is ratified and confirmed.
4. All terms and conditions of the Original Agreement not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF WESTLAKE, FLORIDA:

CITY ATTORNEY:

By: \_\_\_\_\_  
Kenneth Cassel  
City Manager

By: \_\_\_\_\_  
Donald J. Doody  
Goren, Cherof, Doody & Ezrol, P.A.