

THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES made and entered into the 17 day of July, 2017 by and between:

TOWN OF HILLSBORO BEACH,
FLORIDA
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062-1420
(hereinafter referred to as "Town")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(hereinafter referred to as "Town Attorney")

WHEREAS, the Town and the Town Attorney entered into an Agreement for Legal Services on September 18, 2007 (the "Original Agreement"), a First Amendment to Agreement for Legal Services on October 1, 2012, and a Second Amendment to Agreement for Legal Services on September 11th, 2013; and

WHEREAS, the Town and the Town Attorney desire to amend the Original Agreement and all subsequent amendments to provide for an increase in the Town Attorney's hourly rate.

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 Original Agreement shall be amended as follows:

Effective as of August 1st, 2017 and as full payment and compensation for the Town Attorney's services hereunder, Town

shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of TWO HUNDRED AND TWENTY - FIVE AND NO/100 DOLLARS (\$225.00) per hour.

3. All terms and conditions of the Original Agreement and subsequent Amendments 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.



TOWN OF HILLSBORO BEACH,
FLORIDA

By: Deborah L. Tarrant
Mayor Deborah L. Tarrant

Date: 7/12/17

GOREN, CHEROF, DOODY, &
EZROL, P.A.

By: Donald J. Doody
Donald J. Doody, Esq.

Date: July 12, 2017

DJD:mea

W:\WDox\Docs\1182\0606490\00190299.DOCX

123

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

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT is made and entered into in duplicate in Broward County, Florida this 18th day of September, 2007, by between the TOWN OF HILLSBORO BEACH, FLORIDA, a municipal corporation (hereinafter "Town"), and GOREN, CHEROF, DOODY & EZROL, P.A. (hereinafter "Town 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 Town Attorney to the Town in accordance with the Town Charter and the Code of Ordinances of the Town of Hillsboro Beach, Florida ("Town Code").

2. The term of employment of the Town Attorney under this Contract, hence the term of this Independent Contractor Professional Services Agreement, commenced as of September 4, 2007 and shall remain in full force and effect and terminate on September 30, 2008 or until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties.

3. The Town Attorney agrees to attend all regular and special meetings of the Town Commission and to perform any and all legal services, of whatever kind or nature, including general legal practice and litigation, required or requested of Town Attorney by the Town for the Town of Hillsboro Beach and the Town Manager thereof (when same is acting in his/her official capacity on behalf of the Town of Hillsboro Beach) during the term of this Employment Contract, subject only to the following. All legal services to be performed by Town Attorney hereunder shall be rendered at the request or direction of a majority of the Town Commission (meaning majority of Commission sitting at the time that any vote is taken on a direction to request service from Town Attorney); otherwise, Town Attorney shall not be required to perform legal services for Town except on its own initiative and at its own expense. Town Attorney recognizes that the Town may elect to assign certain legal services to outside legal counsel in certain matters, for example areas of litigation and for bond counsel services. Town 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 Town.

4. The parties specifically recognize and understand that several members of the Town Attorney 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 Town 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 Town Attorney's services hereunder, Town shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of ONE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$185.00) per hour or such lesser sum as set forth on Exhibit "A" attached hereto and incorporated herein. Such compensation shall exclude litigation and such other specified additional special legal services as set forth herein below which services are to be paid at the same specified hourly rates described herein. The Town agrees to make payment to the Town 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 December, 2006. In the event of early termination pursuant to the terms hereof, Town 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, Town Attorney shall be permitted to submit to the Town on a monthly basis for payment by Town to Town Attorney an invoice for all reasonable and necessary legal expenses incurred on behalf of the Town, 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 Town in accordance with that schedule attached hereto as Exhibit "A". The foregoing constitutes reimbursement of expenses to Town Attorney and not fees for services as contemplated hereunder. Town Attorney may also request these costs be paid directly by Town to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis.

7. The Town shall compensate the Town Attorney on an hourly basis of ONE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$185.00) per hour or such lesser sum as set forth in Exhibit "A" for:

A. Any litigation or arbitration in which the Town is a party plaintiff or a party defendant;

B. Any administrative hearings before any governmental/administrative bodies including, but not limited to, other official Town Boards or Committees except as set forth herein.

C. Municipal prosecutions filed in the Broward County Court for matters not brought before the Town's Code Enforcement Board.

D. Forfeiture proceedings.

E. Co-Counsel activities with insurance counsel assigned by the Town'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 administration 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 Town Commission.

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

9. The parties to this Agreement hereby agree that this Agreement is terminable by majority vote of the Town Commission at any time and terminable by The Town Attorney upon thirty (30) days written notice tendered to the Town. However, at Town's option, and if so requested by Town, Town Attorney shall continue to provide the professional services contemplated herein pending the appointment, employment or retention of the successor Town Attorney if such process should take longer than thirty (30) days, provided that Town exerts reasonable efforts during said thirty (30) days to seek and select said successor.

10. Annual performance evaluation and renewal by the Town. Said evaluation and renewal shall be performed by Town Commission of Town prior to October 1 of each year with any resultant compensation adjustment or non-renewal to be effective as of October 1.

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


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

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 Broward County, Florida.

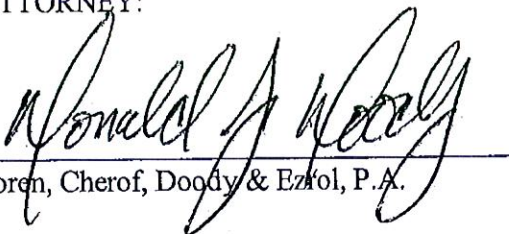
14. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived,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

TOWN OF HILLSBORO BEACH, FLORIDA:

BY: 
CARMEN MCGARRY, MAYOR

TOWN ATTORNEY:

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

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

EXHIBIT "A"

RATE SCHEDULE

A. Identification

Client: Town of Hillsboro Beach, Florida

B. Hourly rates for legal personnel

Partners	\$185.00/hour
Associates	\$150.00-185.00/hour
Law Clerks	\$75.00-100.00/hour
Paralegals	\$75.00-100.00/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.

H:\2006\060649 HB\Agmts 2006\INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES (revised).doc