



# WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

JAMIE A. COLE  
MEMBER  
BROWARD MANAGING DIRECTOR  
[JCOLE@WSH-LAW.COM](mailto:JCOLE@WSH-LAW.COM)

April 10, 2019

**VIA E-Mail ([CityManager@margatefl.com](mailto:CityManager@margatefl.com))**

Samuel A. May, City Manager  
City of Margate  
5790 Margate Boulevard  
Margate, FL 33063

**RE: Service as Interim City Attorney**

Dear Sam:

It was nice speaking with you yesterday. Our Firm would be honored to serve as Interim City Attorney for the City of Margate. David Wolpin, a highly experienced municipal attorney, would be designated to serve as the primary City Attorney, supported by all of the other attorneys and paralegals at our Firm. We would provide services along the same terms as set forth in the Independent Contractor Professional Services Agreement for Legal Services dated November 6, 2017, between the City of Margate and Goren, Cherof, Doody & Ezrol, P.A., a copy of which is attached hereto, except that our hourly rate for attorneys would be \$250 per hour. We understand that this matter will be placed on the April 17, 2019 agenda for consideration by the City Commission. If the City Commission approves our retention, please execute this letter and return it to us.

We look forward to working with you.

Very truly yours,

Jamie A. Cole

Agreed to and accepted by:

Samuel A. May, City Manager  
City of Margate

**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 10 day of November, 2017, by between the CITY OF MARGATE, 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 Margate, Florida ("City Code").

2. The term of employment of the Interim City Attorney under this Contract, hence the term of this Independent Contractor Professional Services Agreement, shall commence as of November 6, 2017 and shall remain in full force and effect until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties.

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

4. The parties specifically recognize and understand that several members of the Interim City Attorney office possesses 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 Interim City Attorney and Interim City Attorney agrees to accept from City an hourly rate of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) 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 City agrees to make payment to the Interim City 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, 2017. 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.

6. In addition to the compensation for professional services as set forth above, Interim City Attorney shall be permitted to submit to the City on a monthly basis for payment by City to 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 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. The City shall compensate the Interim City Attorney on an hourly basis of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) per hour or such lesser sum as set forth in Exhibit "A" for:

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

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

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

D. Forfeiture proceedings.

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

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

9. The parties to this Agreement hereby agree that this Agreement is terminable by majority vote of the City Commission at any time and terminable by the Interim City Attorney upon thirty (30) days written notice tendered to the City. However, at City's option, and if so requested by City, Interim City Attorney shall continue to provide the professional services contemplated herein pending the appointment, employment or retention of the successor City Attorney.

10. 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 written approval.

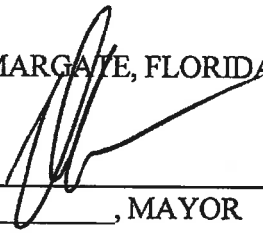
11. Within ten (10) days of the execution of this Agreement the Interim City Attorney shall provide the City with a copy of the Interim City Attorney's malpractice insurance, if not already on file with the City.

12. 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.

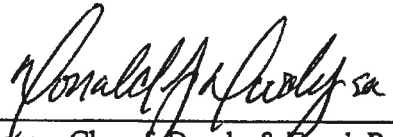
13. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived,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

CITY OF MARGATE, FLORIDA:

BY:   
\_\_\_\_\_, MAYOR

INTERIM CITY ATTORNEY:

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

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

**EXHIBIT "A"**

**RATE SCHEDULE**

**A. Identification**

Client: City of Margate, Florida

**B. Hourly rates for legal personnel**

Partners	\$225.00/hour
Associates	\$225.00/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.