

PROFESSIONAL SERVICES AGREEMENT

WITH

JANE FISHMAN, ESQ.

FOR

LEGAL CONSULTING SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Lauderhill, Florida, hereinafter referred to as "City", and Jane Fishman, Esq., hereinafter referred to as "Attorney".

WHEREAS, the City desires assistance in providing legal consulting services in connection with the City's Special Master Program; and

WHEREAS, the Attorney is experienced and qualified in providing said legal consulting services under the terms and conditions hereinafter set forth; and

NOW, THEREFORE, the City hereby retains the Attorney to legal consulting services in connection with the Special Master Program. In consideration of the covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. SERVICES TO BE PERFORMED BY ATTORNEY:

The Attorney shall perform all necessary legal services required in connection with her service as Special Master for the City. This shall include, but not necessarily be limited to: preparation for, travel to/from, and attendance at all Special Master hearings, City meetings in connection with said Special Master Program, telephone conferences, review of files codes and laws, completion of orders or other necessary documents, and other tasks deemed necessary in carrying out said duties.

All orders and documents prepared by Special Master in connection with Special Master hearings shall be public records and are the property of the City, with originals to be retained by City.

II. FEES FOR SERVICES PERFORMED

A. Fees for all services:

For the performance of services in connection with the Special Master Program, Attorney shall be compensated at the flat rate of Four Hundred Dollars and No Cents (\$400.00) per month. Typically, there will only be one scheduled meeting per month, however, this flat rate applies for any and all necessary services and regardless if additional meetings are deemed necessary to convene. The Attorney's Federal Tax ID or Social Security Number for the purpose of processing payment is _____ . Attorney shall provide the City with a W-9 form in order to provide the necessary information to the City for payment. Attorney shall be solely

responsible for all taxes associated with said fees. Any questions regarding invoices, fees, or payment should be directed to General Counsel at the following address:

Angel Petti Rosenberg, Esq.
Hall & Rosenberg, P.L.
8850 West Oakland Park Blvd. Suite 101
Sunrise, FL 33351
E-mail: angel@hallrosenberg.com

Parties agree that all compensation for the Attorney's services shall be made payable directly to Jane Fishman.

No additional compensation will be paid for hearing preparation time, review of files, codes or laws, review of cases, review of and execution of orders, telephone calls, etc., nor gas, travel expenses, or other out-of-pocket costs incurred to travel to and from hearings and meetings. No photocopying costs, mailing costs, or telephone costs should be billed to City as no extraordinary costs should be incurred by Attorney in connection with the services requested. City will provide all necessary forms, orders, documents, necessary to perform said services. Any extraordinary out-of-pocket costs must be approved in writing by City and/or General Counsel *prior* to the expenditure of said cost.

B. Payment Due

The City shall submit payment monthly by the 30th day of each month following the services rendered. City is not responsible for late fees or interest. If there is any problem with a delinquent payment, Attorney should contact General Counsel immediately.

III. ASSIGNMENT BY ATTORNEY

- A. This Agreement is entered into with the understanding that Jane Fishman has been appointed as the Special Master for the City of Lauderhill and the legal consulting services are to be provided solely by Jane Fishman, as she is the specific Attorney approved by the City Commission of the City of Lauderhill in accordance with Resolution No. _____. In the event that Attorney Fishman has a conflict or is otherwise unavailable to cover a hearing, she should contact General Counsel in advance to schedule alternative arrangements for dates and times. If an alternative accommodation cannot be reached, then written approval of a substitute attorney from the law firm to cover said hearing must be approved by General Counsel or City prior to said hearing and said services being performed. This Agreement is for the specific services of Jane Fishman and said services shall remain with her individually regardless of who her employer is so long as Attorney Fishman wishes to continue in said service and the City Commission wishes to continue to retain her services.
- B. If Attorney has received written approval to assign staff satisfactory to the City, but the City later determines that the person assigned is not acceptable, the Agreement may be terminated by thirty (30) days written notice by the City.

IV. PUBLIC OFFICIAL

Attorney understands that her appointment as the Special Master for the City of Lauderhill encompasses the appointment to serve as a Public Official and she is therefore subject to the Government-in-the-Sunshine Laws in association with her service in this role. All hearings are public and all communications regarding said hearings must

occur at the public hearings with due notice. Attorney is governed by Florida Statutes, Chapter 112, regarding the ethics applicable to public officials. All records are public and subject to production pursuant to the Public Records Law, Florida Statutes, Chapter 119.

V. INDEMNITY

Attorney agrees to defend, indemnify, save and hold harmless the City, its officers, agents and employees from any claim, demand, suit, loss, cost or expense for any damages which may be asserted, claimed or recovered against or from City, its officers, agents, or employees in any way connected with Attorney's negligent or intentional acts in the performance of legal services. This indemnification includes, but is not limited to, the performance of this Agreement by Attorney or any act or omission of Attorney, her agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof.

Attorney at all times shall be deemed to be an Independent Contractor and is not an employee of the City. Attorney shall not be entitled to any worker's compensation nor any other benefits from City.

VI. NOTICES

Any notices required to be given by either party to the other shall be provided to the following address:

City:

City of Lauderhill, Florida
Director of Finance
5581 West Oakland Park Boulevard
Lauderhill, FL 33313

With copy to:

Angel Petti Rosenberg, Esq.
Office of General Counsel
Hall & Rosenberg, P.L.
8850 West Oakland Park Blvd. #101
Sunrise, FL 33316

Attorney:

Jane Fishman
10070 NW 10th Street
Plantation, Florida 33322

VII. TERM OF AGREEMENT/TERMINATION

This Agreement shall be at will and of unlimited duration unless notified by either party of termination. Modification shall be by mutual consent and termination shall be by at least thirty (30) days written notice by either party in advance of said termination.

The City's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the City Commission. If the City Commission no longer has funds to appropriate for the Program, Attorney will be advised prior to any additional services being performed of the need to terminate the Agreement effective immediately.

During the term of this agreement, the City may terminate this agreement for cause after first giving the Attorney thirty (30) days notice of default and opportunity to cure the default within the thirty (30) day period. In the event the acts constituting default are a violation of law, the Attorney will be subject to immediate termination of agreement.

Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of City as set forth in this agreement, or multiple breach of the provisions of this agreement, notwithstanding whether any such breach was previously waived or cured.

Notice of termination shall be provided in accordance with the "NOTICES" Section VI of this Agreement except that notice of termination by the City if the City deems it necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" Section VI of this Agreement.

In the event this agreement is terminated for convenience, Attorney shall be paid for any services performed up until the date the Agreement is terminated. Upon being notified of City's election to terminate, Attorney shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall City make payment for services which have not been performed.

VIII. OTHER TERMS AND CONDITIONS

This agreement shall be governed by the laws of the State of Florida. The Attorney agrees to follow all Federal, State and local Laws including, but not limited to, Public Records Laws and the Laws of Florida relating to Public Officials.

It is agreed the Attorney presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the legal consulting services under this Agreement.

IN WITNESS WHEREOF, the parties have signed this contract as of the day and the year above written.

THE CITY OF LAUDERHILL, FLORIDA

JANE FISHMAN, ESQ.

By: _____
City Manager, Charles Faranda

By: _____
Jane Fishman, Esq.

By: _____
City Clerk