



Keith W. Babb, Jr.  
MAYOR

Regina Bohlen  
VICE-MAYOR

Rodney D. Lucas  
INTERIM CITY MANAGER

Tijauna Warner  
CITY CLERK

*"Building a City and Community of Choice"*

207 Begonia Dr.  
Pahokee, FL 33476  
Phone: (561) 924-5534  
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[www.cityofpahokee.com](http://www.cityofpahokee.com)

**COMMISSIONERS:**

Clara "Tasha" Murvin

Juan Gonzalez

Sara Perez

Burnadette Norris-Weeks  
CITY ATTORNEY

CITY COMMISSION OF THE CITY OF PAHOKEE  
**Special Commission Meeting Agenda**

Monday, July 19, 2021 6:00 p.m.

**Meeting Streamed By YouTube - LIMITED CAPACITY**

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. TOPIC:
  - 1. **Termination of City Attorney's Contract**
- D. DISCUSSION, COMMENTS, CONCERNS
- E. ADJOURN

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**SUBJECT TO CHANGE**



AGENDA  
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS  
VIA: RODNEY LUCAS, INTERIM CITY MANAGER  
FROM: City Clerk  
SUBJECT: City Attorney Contract  
DATE: 7/15/2021

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**GENERAL SUMMARY/BACKGROUND:** After receiving a phone call from each individual Commissioner, Vice Mayor Bohlen, Commissioner Gonzalez, Commissioner Perez to request a Special Meeting to discuss the Termination of the City Attorney's Contract.

**BUDGET IMPACT:** N/A

**LEGAL NOTE:** Public Notice has been given.

**STAFF RECOMMENDATION:** N/A

**ATTACHMENTS:** Resolution 2019 – 29 and City Attorney's Contract

RESOLUTION 2019 - 29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE ATTACHED PROFESSIONAL SERVICES CONTRACT FOR THE PROVISION OF LEGAL SERVICES BETWEEN THE CITY OF PAHOKEE AND BURNADETTE NORRIS-WEEKS, P.A. ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required by its Code of Ordinances to hire a City Attorney; and

WHEREAS, by a majority vote of the City Commission on April 23, 2019, the qualified firm Burnadette Norris-Weeks, P.A., was selected as the Interim City Attorney under the same terms and conditions as the prior City Attorney firm; and

WHEREAS, On May 14, 2019, the City Commission voted for a Professional Services Contract to be presented for the Interim City Attorney's services; and

WHEREAS, the City Commission finds that the approval of the contract for Interim City Attorney Services is in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, AS FOLLOWS:

**Section 1.** Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2.** Approval of Professional Services Contract. The City Commission hereby approves the Professional Services Contract between the City of Pahokee and Burnadette Norris-Weeks, P.A. for the provision of Interim City Attorney Legal Services in the amount of Six Thousand Eight Hundred Dollars (\$6,800.00) per month, as more specifically described in Exhibit "A" attached hereto.

**Section 3.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 30<sup>th</sup> day of May 2019

*Keith W. Babb, Jr.*

Keith W. Babb, Jr., Mayor

**ATTEST:**

*Nylene Clarke*

Nylene Clarke, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

*Bernadette Norris-Weeks*

Bernadette Norris-Weeks, Esq.  
Interim City Attorney

Moved by: Commissioner Everett

Seconded by: NCL Mayor Murvin

**VOTE:**

Commissioner Bohlen	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Everett	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Hill <i>Absent</i>	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Murvin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Babb	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

## PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Professional Services Contract") is hereby made and entered into, in duplicate, in Palm Beach County, Florida, this 30<sup>th</sup> day of May 2019, by and between the City of Pahokee, Florida, hereinafter referred to as "City," being party of the first part, and the law firm of Burnadette Norris-Weeks, PA, hereinafter referred to as "Attorney," being party of the second part.

### RECITALS:

**WHEREAS**, the City is required by its Code of Ordinances to hire a City Attorney; and

**WHEREAS**, by a majority vote of the City Commission on April 23, 2019, the qualified firm Burnadette Norris-Weeks, P.A., was selected as the Interim City Attorney under the same terms and conditions as the prior City Attorney firm; and

**WHEREAS**, On May 14, 2019 the City Commission voted for a contract to be presented for the Interim City Attorney's legal services; and

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and covenanted as follows:

**1.0 ENGAGEMENT OF PROFESSIONAL SERVICES.** City hereby agrees to engage Attorney.

**2.0 SCOPE OF SERVICES.** City and Attorney agree that the legal services provided by Attorney shall be those generally performed by a City Attorney and shall also include reasonable litigation services for a fixed monthly fee.

**3.0 TERM; TERMINATION.** This Agreement shall take effect on the date of first vote for Interim City Attorney services and shall continue as determined by the City Commission. If not otherwise inconsistent with the City's Code of Ordinances, the parties agree that either party may terminate this Agreement with or without cause, with thirty (30) days written notice in advance unless another contract with Attorney is substituted for this Agreement.

**4.0 PAYMENT FOR PROFESSIONAL SERVICES RENDERED.** Full payment and compensation for Attorney's professional services rendered pursuant to this Professional Services Contract shall be Six Thousand Eight Hundred Dollars (\$6,800.00) per month for legal services for general legal work performed by Attorney. Reasonable litigation time shall be included as a part of the monthly retainer.

In the event of termination, Attorney shall be entitled to such compensation as shall have accrued to the end of the month terminated.

**5.0 COSTS AND EXPENSES:** Consistent with the City Charter, in addition to professional legal services, Attorney's billing statements shall include out-of-pocket expenses advanced or incurred on City's behalf. Advanced costs generally will include expenses for such items as filing, recording, certification, and registration fees charged by governmental bodies, facsimile charges, telephone charges, courier services, computer research fees, photocopying expenses, and court reporter charges. The foregoing reimbursement of costs and expenses to Attorney are not fees for services as contemplated under this Professional Services contract. Attorney may also request these costs be paid directly by the City to the billing party rather than on a reimbursement basis.

**6.0 ATTORNEY INDEPENDENCE.** It is important that Attorney be independent and impartial in order to properly perform and provide professional services to City. Attorney shall not act as counsel in any lawsuit or other adversary proceeding in which City is named as an adversary party.

**7.0 INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing contained in this Professional Services Contract or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between City and Attorney. Attorney is an independent contractor and not an employee of City. The consideration set forth in Professional Services Contract shall be the sole consideration due Attorney for the services rendered hereunder. It is understood that City will not withhold any amounts for payment of taxes from the compensation of Attorney hereunder.

**8.0 NOTICE.** Whenever either party is required to give notice to the other, such notice shall be delivered by United States mail, return receipt requested or by hand delivery addressed to the party for whom it is intended at the place specified by this paragraph. The place for giving notice shall remain the same as set forth in this Professional Services Contract, unless changed in writing and provided in the manner provided by this paragraph. The parties designate the following, City Mayor or successor, as the effective persons and place for providing notice to the other:

**PAHOKEE:**

Keith W. Babb, Mayor

207 Begonia Drive

Pahokee, FL 33476

Or hand-delivery at the official city administrative office

**ATTORNEY:**

Burnadette Norris-Weeks, P.A.

Burnadette Norris-Weeks, Esq.

401 N. Avenue of the Arts

Fort Lauderdale, Florida 33311

9. **MISCELLANEOUS:** This Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior oral conversations or writings are merged herein and extinguished. No subsequent amendment to this Contract shall be binding unless reduced to writing and properly signed and executed by both parties.

This Professional Services Contract shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

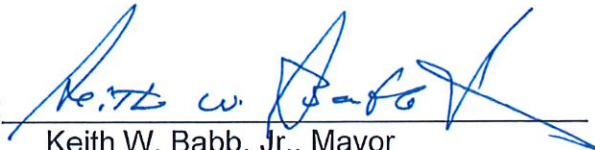
**IN WITNESS WHEREOF**, the parties have caused this Professional Services Contract to be executed this 30<sup>th</sup> day of may, 2019.

THIS SPACE IS INTENTIONALLY LEFT BLANK

CITY OF PAHOKEE

ATTEST:

  
\_\_\_\_\_  
Nylene Clark, City Clerk

BY:   
\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTORNEY

WITNESSES:

  
\_\_\_\_\_

BY:   
\_\_\_\_\_  
Burnadette Norris-Weeks, Esq.  
For Burnadette Norris-Weeks, P.A.