

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES  
TO REPRESENT INDIGENT DEFENDANTS**

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THIS IS A FIRST AMENDMENT dated the 30 day of August, 2018, between the CITY OF POMPANO BEACH, a municipal corporation, and the LAW OFFICES OF STEVEN A. SCHAET LLC, a Florida limited liability company.

WHEREAS, the parties entered into an Agreement for Legal Services to Represent Indigent Defendants, ("Original Agreement") on June 10, 2015, a copy of which is attached hereto and made a part hereof, and approved by City Resolution No. 2015-326; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement to include maximum yearly payment, continuous term of agreement, and representation of indigent Defendants during both weekend and holiday first appearance hearings, in accordance with the Broward County Court mandate to provide such coverage.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. That new paragraphs numbered 3, 4 and 5 to the Original Agreement are hereby created to read as follows:

3. The City of Pompano Beach agrees to pay the Law  
Offices of Steven A. Schaet LLC, a fixed fee of One Hundred

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Dollars (\$100.00) for its representation and appearance on behalf of indigent Defendants charged with a Pompano Beach municipal ordinance violation when the legal services furnished are limited to advising the indigent Defendant of his or her rights, representing the Defendant's interest before the Court and otherwise providing legal services for an indigent Defendant solely at a First Appearance Hearing when such hearings are scheduled on a weekend or holiday.

4. The Agreement shall not exceed the amount of Seventy-Five Thousand Dollars (\$75,000.00) per fiscal year, which begins on October 1 through and including September 30, without further authorization of the City Commission.

5. The Agreement shall continue annually on an as-needed basis.

4. The remaining paragraph numbers of the Original Agreement shall be modified to reflect the creation of the above paragraphs.

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be duly executed on the day and year first above written.

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_

LAMAR FISHER, MAYOR

\_\_\_\_\_  
By: GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Witnesses:

Jessica Orchard  
JESSICA ORCHARD  
Print Name

R. Dan Williams  
R. Dan Williams  
Print Name

LAW OFFICES OF STEVEN A. SCHAEF LLC  
a Florida limited liability company

By: Steven A. Schaefer  
Steven A. Schaefer, Managing Member

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of August, 2018 by Steven A. Schaefer, Managing Member of the Law Offices of Steven A. Schaefer LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced personally known (type of identification) as identification.

NOTARY'S SEAL:

Lisa Gingras  
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

TAL/jrm  
8/27/18  
l:agr/2018-1153

