

## ENGAGEMENT AGREEMENT

The City of Margate Community Redevelopment Agency (MCRA) (hereinafter referred to as "Client" or "you"), hereby engages, retains, and employs JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER, & HOCHMAN, P.A., including its attorneys, paralegals, staff, and other professionals (the "Firm"), to provide legal representation with respect to an Agreement between MCRA and Urban Communities, LLC together with any litigation which may result concerning the Agreement, on the following terms:

1. **FEES:** The Firm is employed in this case on an hourly basis. No maximum fee has been quoted, and no guarantee of results has been or will be made. All of the Firm's expressions relative to this case are only opinions. Our fee is based on the amount of time we devote to this matter. It is impossible to determine in advance how much time will be needed. The amount of time spent on this matter reflects all services provided by our attorneys and paralegals, including, without limitation, conferences, telephone calls, document drafting, correspondence, motions, briefs, oral arguments, negotiations, analysis, legal research, court time, and travel to and from locations away from our offices. Any figures we quote to you for the total charge for our services are merely estimates. Your adversary, the opposing attorney, or others, may engage in activities beyond our control that require time that was not originally contemplated.

2. **RATES:** You will be billed for the actual time expended on your case at the rate of **\$200.00** per hour for the Firm's attorneys and **\$90.00** per hour for the Firm's paralegals. This rate schedule may be adjusted from time to time and, if adjusted, will affect the hourly rates of the attorneys and paralegals working on this matter. As a courtesy, the Firm's initial retainer in the amount of \$7,500 has been waived for this case.

3. **BILLS:** You will be billed on a monthly basis for the fees and costs incurred in this case. Full payment of each monthly bill is due within 30 days of the date the bill is issued.

4. **COSTS:** We may advance costs on your behalf in such amounts as we determine are necessary to represent you. Such advances of costs will be for expenses, including, without limitation, long-distance telephone calls, fax transmissions, postage, photocopies, document imaging, computerized research, out-of-town travel expenses (including all meals, travel, and out-of-town lodging), deposition expenses (including costs of transcripts and court reporters' fees for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), fees for accountants, appraisers, actuaries, investigators, economists, other attorneys, and other experts and professionals that we deem necessary to assist in the preparation and handling of your case. You are responsible for paying all costs incurred on your behalf, including, without limitation, the fees of any experts or professionals engaged on your behalf. By this Retainer Agreement you appoint us as your agent to engage such experts and professionals on your behalf.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2018.

### Margate Community Redevelopment Agency

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

\_\_\_\_\_  
Print name

As: \_\_\_\_\_  
Title of representative