



CIMO | MAZER | MARK

LAW GROUP

January 3, 2019

ATTORNEY-CLIENT
PRIVILEGED AND CONFIDENTIAL

VIA ELECTRONIC MAIL

City of Margate
c/o James Cherof, Esq.
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
jcherof@gorencherof.com

Re: New Urban Communities, L.L.C.v. Margate Community Redevelopment Agency, et al., Case No. CACE 18-004869 (13), in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida ("Margate Litigation")

Dear Mr. Cherof:

We are pleased that you have chosen to consult with Cimo Mazer Mark, PLLC ("CMM") to represent the interests of the City of Margate, Florida ("you" or "your") in connection with insurance coverage for the claims asserted in the Margate Litigation. This Letter Agreement provides for representation of you by CMM on an hourly basis as described below. Please carefully review this Letter Agreement before signing it.

DESCRIPTION OF LIMITED ENGAGEMENT

You have engaged us to provide you with legal advice concerning insurance coverage for the claims asserted in the Margate Litigation. We have been engaged for the limited purpose of reviewing materials provided by you, including any applicable insurance policies, correspondence, and pleadings, and to provide you with an analysis and opinion with respect to your insurance coverage with Preferred Governmental Insurance Trust ("PGIT") for the claims asserted in the Margate Litigation. In addition and if requested, we will initiate and respond to communications with PGIT and will represent your interests with respect to insurance matters at any mediation relating to the Margate Litigation. Consistent with the law and our ethical obligations, we will also attempt to amicably resolve this matter at the least cost to you.

David C. Cimo, Esq. | Jason S. Mazer, Esq. | Marilee A. Mark, Esq.

100 Southeast Second Street, Suite 3650 | Miami, Florida | 33131 | T: (305) 374-6480

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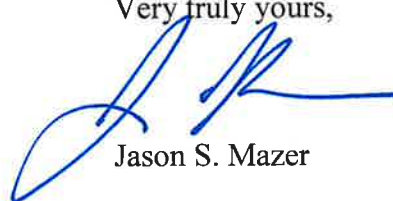
Please be advised that our present engagement does not extend to representing you in the Margate Litigation, initiating an insurance coverage action on your behalf, or defending you in the event a coverage action is initiated by PGIT. In the event insurance coverage litigation becomes appropriate or is instituted, a separate fee agreement may be entered into which is agreeable to both you and this firm.

As a professional courtesy, we have agreed to discount our hourly rates by 10% with respect to this matter. A schedule of our 2019 hourly rates is attached to this agreement. These rates are adjusted to some extent in January each year. You agree to pay us attorney's fees based upon our standard hourly rates in effect at the time the services are rendered after application of the 10% discount. Costs are additional, but should be nominal. You agree to be ultimately responsible for costs we deem appropriate for the handling of your matter. Such costs typically long-distance telephone calls, courier services, photocopies, faxes, out-of- Miami-Dade County travel expenses (including all meals), investigations, computer assisted legal research, and other costs that we deem appropriate for the proper handling of this matter. Monthly invoices for attorneys' fees and in-house charges and out-of-pocket costs will be provided to you and are due upon receipt. In the event that such bills are not paid within 30 days of the billing date, however, interest will accrue at the rate of 1% per month on the unpaid balance.

We cannot provide any tax advice. Your accountant should be made aware that you are seeking payment for your benefits so that any proceeds can be properly treated in accordance with the relevant tax law.

If the terms of our representation outlined above are satisfactory, please execute this agreement in the space below and return a signed copy to our office via electronic mail

Very truly yours,



Jason S. Mazer

James Cherof, Esq.
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THIS IS A BINDING CONTRACT BETWEEN YOU AND CIMO MAZER MARK PLLC. PLEASE READ IT CAREFULLY BEFORE SIGNING. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT. WE ENCOURAGE YOU TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE.

CITY OF MARGATE, FLORIDA

By: _____

DATE: JANUARY ____, 2019

Cimo Mazer Mark PLLC	
Standard Rate Fee Schedule	
	Timekeeper Rates
	2019
PARTNERS:	
Cimo, David C.	\$700.00
Mark, Marilee A.	\$500.00
Mazer, Jason S.	\$700.00
OF COUNSEL:	\$450.00
Alhalel, Joshua R.	
ASSOCIATE:	\$350.00
LAW CLERK:	\$195.00
PARALEGALS:	
Kelly, Elizabeth	\$235.00
Shaw, Kathleen	\$250.00

PRIVACY NOTICE

You have requested legal services from us which may require us to obtain certain non-public personal information about you and/or your employees. As attorneys, we are bound by strict rules of client confidence, which serve to protect the privacy of all your information. We scrupulously adhere to those professional requirements and will continue to do so. However, under recently enacted federal law, we are also required to give you specific information about the manner in which we collect such information, the manner in which we provide this information to others (if we do), and the manner in which we protect the security of that information.

In the course of our professional relationship, we may receive non-public, personal information from you, from other professionals rendering services to you and from people, including witnesses, with whom we have contact about you during this representation.

All such information is kept strictly confidential. We do not make this information available to any other person or entity except as necessary to provide the specific legal service you have requested or otherwise required by law, such as during the discovery process in this matter. We maintain this information in our records, which are archived after the matter is closed.

As we have always done, we will continue to maintain physical, electronic and procedural safeguards to ensure that your records, whether in an active file or in an archived file, will remain confidential and private.

If you have any concern that your information is not being properly safeguarded or has been released without your approval, please notify Kathleen Shaw of Cimo Mazer Mark in writing. We will respond to your complaint or inquiry within 10 days.