WEISS SEROTA HELFMAN
COLE & BIERMAN
AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

JAMIE A. COLE
MEMBER
BROWARD MANAGING DIRECTOR
JCOLE@WSH-LAW.COM

October 29, 2019

VIA E-Mail (jsmith@margatefl.com)
Janette Smith, Esq.
City Attorney
City of Margate, Florida
5790 Margate Blvd
Margate, FL 33063-3614

Re: Legal Services as Outside Counsel

Dear Ms. Smith:

We are pleased that you wish to continue to engage our Firm to perform legal services for the City of Margate, Florida (the "City"). From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as the primary outside counsel to the City for litigation and other matters, including back-up city attorney services as needed.

2. Fees for Services You will be charged and agree to pay for our services at the discounted blended rate of $240.00 per hour of partners and members of the Firm, $210 per hour for associates, and $100 per hour for paralegals. I, along with David Wolpin, will be the lead attorneys supervising the work performed for Margate pursuant to this agreement.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event large costs or advances are anticipated, we will contact you in advance, prior to undertaking the expenditures of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this

letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to me. This agreement will be effective on the first day of the month following receipt by me, and will supercede our prior agreement as of that date.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By:_____
Jamie A. Cole

AGREED AND ACCEPTED on _____, 2019.

THE CITY OF MARGATE, FLORIDA

By:_____
Cale Curtis, City Manager

Approved as to form:

By:_____
Janette Smith, Esq. City Attorney

WEISS SEROTA HELFMAN
COLE & BIERMAN
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JAMIE A. COLE
MEMBER
BROWARD MANAGING DIRECTOR
JCOLE@WSH-LAW.COM

October 29, 2019

VIA E-Mail (jsmith@margatefl.com)
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Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By:_____
Jamie A. Cole

AGREED AND ACCEPTED on _____, 2019.

THE CITY OF MARGATE, FLORIDA

By:_____
Janette Smith, Esq.
City Attorney

Nancy Popick

From: Jamie Alan Cole <JCole@wsh-law.com>
Sent: Wednesday, October 30, 2019 9:29 AM
To: Nancy Popick
Subject: RE: amended signature page - Legal Services as Outside Counsel

Yes, that is fine. Thanks.

From: Nancy Popick <npopick@margatefl.com>
Sent: Wednesday, October 30, 2019 9:27 AM
To: Jamie Alan Cole <JCole@wsh-law.com>
Subject: amended signature page - Legal Services as Outside Counsel

Attorney Cole,

As the City Charter provides that the City Manager approves contracts for services, it was necessary that I edit the signature page for the legal services agreement letter.

Please advise if you approve of same.

Thank you.

Nancy L. Popick, FRP, Assistant to the City Manager
City of Margate
City Manager's Office
5790 Margate Boulevard
Margate, FL 33063
npopick@margatefl.com
(954)935-5305

Please Note: The City of Margate is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. All e-mail messages sent and received are captured by our server and retained as public records.

Jamie Alan Cole
Broward Managing Director

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AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW
25 YEARS