

September 11, 2024

Mr. Jeremy Earle, Ph.D., AICP, FRA-RA
Executive Director
Hallandale Beach Community Redevelopment Agency
400 South Federal Highway
Hallandale Beach, FL 33009

Re: Attorney-Client Representation for Fiscal Year 2024-25

Dear Mr. Earle:

We are pleased that you have chosen Taylor English Duma LLP to represent you. This letter will confirm our understanding that you have engaged this firm and will describe the basis on which we will provide legal services.

We have been engaged to represent Hallandale Beach Community Redevelopment Agency in connection with General Counsel Services. Based on our standard conflict of interest review procedures using information you have provided, and except as we may have separately communicated in writing, we are not aware of any conflicts of interest that would arise as a result of the services we will be providing. If we subsequently become aware of any conflicts, we will contact you immediately and work with you to achieve a mutually acceptable resolution as mandated by applicable ethical rules.

The following arrangement is proposed regarding fees and costs:

1. Flat Monthly Fee of \$2,500 for each of the twelve (12) months with respect to HBCRA monthly Board meetings (includes preparation of all resolutions, preparation and attendance at meeting and after action). The total flat fee for this category of work is \$30,000,00.
2. Hourly Monthly Fees with a cap for routine HBCRA staff matters including, but not limited to; residential loans documentation, drafting and revising agency governance documents and policies, agreement amendments, routine projects, and consultation with staff and Board Members. Such fees will be billed on an hourly basis at the Rate (as defined below) not to exceed, on a monthly basis, fees capped at \$10,000, for a maximum total of \$120,000.

Accordingly, the maximum total amount of fees for regular Board meetings, routine services and title and lien searches as set forth in #8 below for the Fiscal Year is anticipated to be \$155,000; provided, however the parties agree to review this maximum total in June to ensure it is working out fairly.

3. All legal fees related to Redevelopment Agreements are to be paid from private party developer application fees on a cost recovery basis implemented and managed by the HBCRA; provided, however, the HBCRA will remain fully responsible to the firm for payment of the firm's invoices in the event the private party fails to pay. Such applies to any Redevelopment Agreements not yet executed and those executed Redevelopment Agreements for which the HBCRA collected an application fee and there is a balance remaining from such application fee. To the extent there are Redevelopment Agreements for which the application fee was not paid or which application has or becomes exhausted, legal fees shall be on an hourly basis at the Rate (as defined below) and paid by the HBCRA. For new agreements, we will provide an original proposed budget when a proposal is received. Changes to the proposed budget will require the pre-approval of the Executive Director.
4. All legal fees for commercial loan closings to be paid by the borrower from the loan proceeds on an hourly basis at the Rate (as defined below).
5. All legal fees for all non-routine projects to be estimated and budgeted with input from the Executive Director and paid on an hourly basis at the Rate (as defined below). Non-routine projects shall be identified by written notice to the Executive Director prior to the commencement of any billable time.
6. All legal fees for all real estate transactions shall be paid on an hourly basis at the Rate (as defined below). With respect to real estate purchases, the firm shall act as the title agent and provide a discount to the legal fees in the amount of 20% of the agent's share of the title insurance premium earned for that transaction.
7. The foregoing does not include litigation matters for which we will estimate and prepare a proposed budget for approval by the HBCRA Board.
8. Title and lien searches for residential programs in the amount of \$5,000. The firm will order the searches from a title company as requested by the HBCRA and provide the searches to the HBCRA at cost without markup.

Except as set forth above, our firm will charge for services on an hourly basis at the blended hourly rate of \$250 per hour for all shareholders and of counsel at the firm and \$200 for all associates and paralegals at the firm (collectively, the "Rate") who perform legal services hereunder. I will be primarily responsible for all legal work performed. We reserve the right to utilize other members of the firm whenever, in our discretion, we deem it appropriate. Our hourly rates may be periodically adjusted, and you will receive prior notice of any such change. In addition to our fees, you will be responsible for expenses we incur in connection with this engagement, such as travel costs, filing fees or delivery charges. If court reporters or other services are engaged on your behalf, we may forward their invoices with a request that you pay them directly. You agree to do so. We will not bill you for ordinary office expenses like occasional copying, long distance telephone calls, and fax transmissions.

If you engage us on any litigation matters, please be aware that litigation in the digital age frequently requires the production of electronically stored information (“ESI”) and compliance with state, federal, court, and ethics rules applicable to electronic discovery. A member of our firm’s internal Electronic Discovery Committee will consult on all matters involving ESI, and time will be billed at rates commensurate to those listed above. Further, it may be necessary to retain one of our firm’s external preferred providers of e-Discovery services (the “e-Discovery Provider”) to assist with the preservation, collection, and processing of ESI. We will consult with you before retaining any e-Discovery Provider on your behalf. We will review all invoices received from an e-Discovery Provider and will forward them to you for prompt payment. You will be solely responsible for payment of e-Discovery expenses, and you agree to remit payment directly to the e-Discovery Provider.

We have not requested a retainer, but we may request one in the future. We may postpone, defer, or decline to provide further services should such a request go unsatisfied, in accordance with applicable law or bar or court rules. We will deposit any such retainer funds in our client trust account and will apply them to your fees and expenses as they are incurred. You agree that we may do so.

We generally issue monthly invoices for current fees and expenses. We expect our invoices to be paid promptly, and in any event within fifteen (15) days of receipt, and you agree to do so. Payment may be made via our secure site, <https://taylorenchlishbilling.com>. Where allowed, we will charge a processing fee for credit card payments. Our secure site will disclose the amount of any such credit card processing charge before you authorize payment. We may charge interest for invoices left unpaid. If our fees and expenses are not paid, or if you fail to timely pay an outside vendor retained on your behalf, such as an e-Discovery Provider, we reserve the right to postpone or defer providing additional services or to discontinue our representation in accordance with applicable law, bar, or court rules.

We strive to provide the highest quality legal services at a reasonable cost. Accordingly, we ask that you inform us promptly if you believe an invoice to be inaccurate or excessive, so that we may seek to resolve your concern. You will waive the right to dispute the fees, expenses, and other content of any invoice if we do not receive a written objection from you within fifteen (15) days from your receipt of the invoice.

You may terminate this agreement with us at any time, but we will be entitled to the full amount of the fees earned and expenses incurred through termination. Unless sooner concluded, our representation will be deemed terminated one (1) year from the last date of legal services for which we bill you. Upon completion of our representation, whether due to termination, withdrawal or otherwise, we will have no further obligation to assist you with respect to this matter, to renew any judgment obtained for you, or to advise you with respect to changes in the laws or regulations that could have an impact upon your future rights and liabilities relating to any matter we handled for you.

We will retain certain documents relating to this matter for a period of not less than four (4) years, after which time we will destroy all documents in accordance with our document retention policies then in effect. If you would like to retrieve any original documents that you provide us or any other material from our file, you must so advise us prior to their destruction.

We do not expect that any dispute between us will arise. Nonetheless, in the event of a dispute under this engagement, you and we agree to resolve the dispute pursuant to the applicable binding arbitration provision(s) that appear in the separate Exhibit A below, which Exhibit A is incorporated herein by reference. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

We make no representations or warranties about the outcome of this engagement. The time frame and resulting costs of our representation depend upon factors not always within our control, such as your level of cooperation, facts, and circumstances not knowable at the time of our engagement, the conduct of other parties or their counsel, the complexity of a particular matter and other factors.

In the event any provision of this engagement letter or any supplement is found to be unenforceable, the remaining provisions of this letter or such supplement shall remain enforceable in accordance with their terms to give effect to our intent to the maximum extent possible.

Again, we thank you for the opportunity to represent you. After careful consideration of the Notice below (in bold and all caps), please sign and date this engagement letter (including the attached Exhibit A) and return it to my attention, and please retain a copy for your files.

[SIGNATURES ON NEXT PAGE]

Kind regards,



Steven W. Zelkowitz

For TAYLOR ENGLISH DUMA LLP

NOTICE: AS A REMINDER, THIS ENGAGEMENT AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF FEE DISPUTES. BEFORE YOU SIGN THIS AGREEMENT, YOU SHOULD CONSIDER CONSULTING WITH ANOTHER LAWYER ABOUT THE ADVISABILITY OF MAKING AN AGREEMENT WITH MANDATORY ARBITRATION REQUIREMENTS. ARBITRATION PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS THE WAY TO RESOLVE FEE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.

Accepted and agreed to:

Hallandale Beach Community Redevelopment Agency

By: _____

Jeremy Earle
Executive Director

Dated: _____

EXHIBIT A

AGREEMENT TO ENGAGE IN BINDING ARBITRATION

In the event of any fee dispute under this engagement, the undersigned agrees to resolve same by way of binding arbitration under and in accordance with the rules of the State Bar of Florida.

Any disputes not heard by the State Bar of Florida Fee Arbitration Program shall be heard by the American Arbitration Association, under its commercial arbitration rules. Any such arbitration shall be held in Miami, Florida. Judgment upon the award rendered by an arbitrator or arbitration panel may be entered in the State Court of Miami-Dade or the federal court for Miami-Dade County. The prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees actually incurred, as well as expenses.

Accepted and agreed to by:

Hallandale Beach Community Redevelopment Agency

By: _____
Jeremy Earle
Executive Director

Dated: _____