

October 6, 2014

Renee C. Miller
Executive Director
Hallandale Beach Community Redevelopment Agency
400 South Federal Highway
Hallandale Beach, FL 33009

Re: Engagement Letter for Fiscal Year 2014-15

Dear Ms. Miller:

You asked that we represent the Hallandale Beach Community Redevelopment Agency (“CRA”) as its general counsel.

Over the years, it has been our experience that things go more smoothly if we have a clear understanding of your needs and the role we need to play. The purpose of this engagement letter is to confirm an agreement concerning representation and the payment of our fees and expenses. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made.

We will do our very best to meet your needs in any matters we undertake for you, but as you know, we cannot and do not make any representations or warranties concerning the outcome. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

We have attached a copy of the firm's Policy Regarding Fees and Expenses. All conditions in that document are incorporated by reference as part of this engagement letter. As we are sure you recognize, we have a legitimate business concern in being paid in a timely fashion.

The following arrangement is proposed regarding fees and costs:

Our firm will charge for services on an hourly basis at the blended hourly rate of \$225 per hour for all attorneys at the firm who perform legal services hereunder and that the legal fees for general services for the period from October 1, 2014 to September 30, 2015 shall not exceed \$125,000.00 without further CRA Board approval. 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. Further, subject to your prior approval, paralegal, staff,

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Professional Association

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computer research, and other technology may also be utilized if and when appropriate and in your best interest. Along with other out of pocket costs such as overnight courier service, the CRA will be billed for the use of the same.

Because of the relatively large size of our firm and our representation of many other clients, it is possible that there may arise in the future a dispute between another client and you. Our acceptance of the current representation of you will preclude us from accepting future representations adverse to you. We will request a client waiver of conflict for any matters involving representation of other clients in the future who may have interests adverse to you before undertaking any such representation.

If this meets with your approval, please indicate by having the extra copy of this letter signed in the space provided below, and return it to our offices. Your approval of this letter will include agreement regarding the fees and costs arrangement.

We appreciate the confidence and trust you have reposed in us in asking us to represent you and encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,



Steven W. Zelkowitz

The terms of this Engagement Letter are accepted
as of October 1, 2014

HALLANDALE BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____
Renee C. Miller
Executive Director

GRAY | ROBINSON

ATTORNEYS AT LAW

POLICY REGARDING FEES AND EXPENSES

FEES:

Quality legal services and good results require ability and effort. These are our "stock in trade." Generally, our fees are based on our skill, the time expended, and the responsibility involved. While our fee in most cases will be based mainly on the time devoted to the matter and the professional skill involved, the Supreme Court of Florida has ruled that where a favorable result has been obtained for a client, a reasonable attorney's fee may include consideration of that favorable result and may result in a fee greater than one based solely on a normal hourly rate. We will charge such a fee where we believe it is justified and in accordance with the Supreme Court's guidelines. Those guidelines involve factors other than the amount of time required, such as the uniqueness and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved the preclusion of other engagements caused by acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, and the nature and length of our relationship. All these factors have a significant bearing on the reasonable value of the services performed.

EXPENSES:

You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING

You will be billed periodically, usually monthly. There will be a service charge of 1-1/2% per month on all accounts not paid within 30 days of the date the statement is mailed to you. Interest charges will be added on to any outstanding balance and will be reflected in subsequent statements.

In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

COMMENCEMENT OF REPRESENTATION:

Our representation will not commence until we receive a signed copy of the letter to which this statement is attached, together with payment of any retainer specified therein.

WITHDRAWAL FROM REPRESENTATION:

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

FILE RETENTION:

You should be aware of our file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.