



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

MITCHELL A. BIERMAN

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March 15, 2018

Rafael G. Casals, CFM, ICMA-CM
Town Manager
Town of Cutler Bay
10720 Caribbean Blvd. Suite 105
Cutler Bay, Florida 33189

Re: Lawsuit Challenging Section 790.33, Florida Statutes

Dear Mr. Casals:

We are pleased that the Town of Cutler Bay wishes to engage our Firm to perform legal services in connection with the referenced matter. 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 the Town, 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 the Town will make payment.

1. Nature of Legal Services. The Town has engaged us to represent it and any of its elected officials who wish to participate as party plaintiffs, in their official capacities, in filing a lawsuit to challenge the legality of certain penalty provisions set forth in section 790.33, Florida Statutes. Our services will include the filing and prosecution of a lawsuit against appropriate state officials and/or agencies, as well as an appeals that may follow thereafter (together, the "Action"). The Town and any elected officials signing below also acknowledge that the Firm will be representing other local governments and officials in this Action and waive any conflicts related to such representation.

2. Fees for Services. The Town will be charged and agrees to pay a flat fee of \$10,000.00 for our services, together with applicable taxes, if any. This payment will also be on behalf of any Town elected officials who elected to participate in the Action. If more than 15 cities choose to have the Firm represent them in connection with the Action, the flat fee set forth herein will be reduced by 1% for each city over 15 up to a maximum reduction of 25% (which would lower the flat fee to \$7,500 if 40 or more cities engage the Firm to represent them), and the Firm will refund any amounts paid in excess of the flat fee. It is contemplated that Jamie A. Cole and Edward G. Guedes will have primary responsibility for this matter.

2. Costs. All litigation costs are incorporated within the flat fee referenced in paragraph 2, above.

3. Payment of Fees and Costs. The flat fee referenced in paragraph 2, above, will be due within 30 days of execution of this retainer agreement.

4. 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." In this matter, the Firm will be representing other local governments and officials in this lawsuit and the Town and individual elected officials below hereby waive any conflicts related to such representation.

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, a separate retainer agreement will be necessary in order to provide those services.

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 us, together with payment of the flat fee referenced in paragraph 2, above. If any of the Town's elected officials wish to participate as plaintiffs in their official capacities, they should countersign this agreement as well in the space provided below.

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: _____
Mitchell A. Bierman



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Town Manager
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AGREED AND ACCEPTED on _____, 2018.

TOWN OF CUTLER BAY

By: _____
RAFAEL G. CASALS
Town Manager

MAB/llp