

VIA EMAIL

April 9, 2024

City of North Miami Beach
c/o Mayor Evan S. Piper
17011 NE 19th Avenue
City Hall - 4th Floor
North Miami Beach, FL 33162
Evan.piper@citynmb.com

Re: Greenspoon Marder LLP Engagement Letter

Dear Mayor Piper:

This letter will confirm that City of North Miami Beach (“Client”) has retained Greenspoon Marder LLP (“Firm”) to represent Client in connection with the matter described below. The Engagement Letter (“Letter”), along with the attached Standard Fee Addendum (“Standard Fee Addendum”), comprise the Engagement Agreement (“Agreement”) between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. (The Standard Fee Addendum is attached hereto and incorporated by reference).

This engagement shall be effective upon approval by the City Commission, and shall be effective for an initial period of one (1) year. Thereafter, this Agreement may be extended for four (4) one-year periods, for a total of five (5) years. Either party may terminate this Agreement as provided in the Standard Fee Addendum.

Scope of Work. Client has engaged the Firm to provide the following services: to serve as the City Attorney in accordance with the City Charter and as more particularly set forth in Sections 3.5 and 3.6 of RFQ-23-035-SG (“Engagement”). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm’s services in connection with any other matter, please contact the undersigned. The Firm is bound by rules of legal ethics not to represent any client if the representation of that client will in any way be directly adverse to the interests of another client unless each such client consents to such representation after consultation. The Firm will provide legal services as the City Attorney to the Client as required by the City Charter, as described in Sections 3.5 and 3.6 of RFQ-23-035-SG, and as more particularly set forth herein. For purposes of this Agreement, the primary Attorney to perform the duties of City Attorney shall be Joseph S. Geller. The Firm will maintain a regular presence at City Hall by having the primary Attorney and/or his designee onsite a minimum of four (4) days per week (providing regular latitude for absences, sickness, unavoidable conflicts, or circumstances beyond our control).

Identity of Client. The Firm's only client in the Engagement is the party identified as Client in the first paragraph of this Letter, which is the City of North Miami Beach, Florida, acting by and through its City Commission, as a collegial body, which representation may extend to its Commissioners and employees as set forth in RFQ-23-035-SG.

Fees and Billing. The Firm's monthly fee for general legal services will be a flat rate retainer of \$47,500.00 per month. This retainer would cover all general representation of the City. The scope of general representation provided would include the representation of the City Commission at meetings and workshops, the provision of legal advice and guidance to the Mayor, the City Commission, the City Manager and City staff, and preparation of ordinances, resolutions, charter amendments, contracts, and opinions, as well as the below:

- Attendance at all City Commission meetings, and all meetings of the City's Code Enforcement Special Magistrate, Code Enforcement Board, Planning Board, Pension Board(s), and PUC meetings, or any other meetings as directed by the City Commission or requested by the City Manager.
- Attendance at City Commission workshops, as needed.
- Procurement review and bid protests that do not go to civil court.
- Police Department advice on matters that do not go to court.
- Planning & zoning advice and review, meetings, and administrative hearings and appeals that do not go to civil court.
- Oversight of outside counsel/law firms (if necessary).
- Day-to-day communication with the individual Commissioners and City staff (regular questions and communications are encouraged). We will be available, accessible, and responsive to the Mayor, Commission, Manager and City staff in person and by telephone.
- Monthly concise update on litigations & special projects to the Mayor and City Commission.

Exceptions from this retainer would be for the following:

A. Litigation in any State or Federal court, representation of the City before the Division of Administrative Hearings, Equal Employment Opportunity Commission, Florida Commission on Human Relations, Unemployment Compensation Commission, Public Employees Relations Commission, or other State, Federal or local administrative proceeding, would be compensated on an hourly basis at the following rates:

All Attorneys: blended rate of \$275.00

Paralegals: \$125.00

B. Special Projects or activities which would require more than ten (10) hours of attorney time would be charged at the above hourly rates. Prior to commencing such Project, Firm would notify the City that the Special Project would exceed ten (10) hours and receive prior written authorization. This would include matters which because of the nature of the Special Project, an extraordinary amount of effort would be required. An example of these types of Special Projects would be the substantial revision of the Purchasing Manual or Land Development Code.

C. Development and implementation of Revenue Programs, such as a special assessment, impact fee or other home rule revenue sources which would be negotiated on a project-by-project basis.

D. Municipal bond or bank financing and similar complex financial matters, which would be negotiated on a transaction-by-transaction basis.

E. Arbitrations, labor and employment (including labor negotiations), advising the City's police department, complex real estate matters and transactions, public private partnerships, construction, eminent domain, enterprise (utility) fund related issues, and special environmental matters would be charged either at the above hourly rates, or on a project-by-project basis, depending on the matter.

Firm will not charge the City for travel time or travel-related costs to the City. Firm will be reimbursed for actual costs incurred on other travel, in conformity with Chapter 112, Florida Statutes. Firm will also be reimbursed for actual costs incurred in the provision of legal services including, but not limited to, filing fees, depositions, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight or other delivery charges, copy and fax costs, postage, long distance telephone costs, delivery charges, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include process servers, e-discovery costs and technician time, and other charges incurred in providing services to the City.

Firm understands that the legal file created in this representation of the City is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Agreement.

Pursuant to Florida Statutes s. 119.0701, Firm shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR THE CITY AT THE CITY OF NORTH MIAMI BEACH, 17011 NE 19TH AVENUE, CITY HALL - 4TH FLOOR, NORTH MIAMI BEACH, FL 33162.

All written and oral information not in the public domain or constituting public records and not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential by Firm and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

To the extent the City provides Firm with original documents during the course of this engagement, Firm will hold these records for the City during the pendency of the City's action. At the conclusion of the City's matter, Firm will contact the City and make arrangements for the return of the records the City provided. Firm will retain a file of the City's matter for Firm's normal retention period, which may be retained in electronic format.

The general services monthly rate and hourly rates set forth above shall be subject to a 3% annual increase on the anniversary of effective date of this engagement letter.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions or concerns concerning the staffing of the Engagement, please contact the undersigned immediately.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually monthly. The time charged for non-retainer matters will include all time the Firm devotes to the Engagement. Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

Prospective Waiver. New lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that, consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships. Notwithstanding the foregoing, the Firm acknowledges that any actual conflict of interest as defined by the Rules regulating the Florida Bar may only be waived by the City Commission.
Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

If Client has any questions about the Agreement, please contact the undersigned as soon as possible. Client agrees that it shall consult with outside special counsel regarding this Agreement, as the Firm cannot provide legal advice to Client regarding provisions of this Agreement or its execution.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Very truly yours,

GREENSPOON MARDER LLP

By: /s/ Joseph S. Geller
Joseph S. Geller, Partner

APPROVED AND AGREED to this ____ day of April 2024, by the undersigned.

CITY OF NORTH MIAMI BEACH

By: _____
Name: _____
Title: _____

FEI number _____

ATTEST

Approved as to form and legal sufficiency:

By: _____
City Clerk

By: _____
Special Counsel

Date: _____

GREENSPOON MARDER LLP STANDARD FEE ADDENDUM

This Addendum sets forth the standard terms and conditions upon which Greenspoon Marder LLP (the “**Firm**”) provides legal services to its clients and bills for those services. This Addendum accompanies a letter (the “**Accompanying Letter**”) addressed to a party or parties who has/have agreed to become obligated to the Firm for the payment of all fees charged and costs incurred by the Firm (collectively, the “**Financial Obligations**”). The Accompanying Letter also identifies who will be the Firm’s client or clients (collectively, the “**Client**”), and what will be the nature and scope of the Firm’s representation. This Addendum and the Accompanying Letter comprise the entire agreement between the Client and the Firm with regard to the Financial Obligations and may not be modified or amended by past or future oral statements or by course of conduct, but only pursuant to a writing signed by the Client and the Firm.

1. **Professional Undertaking**: An attorney of the Firm who has signed the Accompanying Letter (the “**Attorney in Charge**”) will have primary responsibility for the representation of the Client, and may, in his or her discretion, utilize the services of other attorneys and legal assistants in the Firm to assist in performing the work. If at any time the Client has any questions concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

2. **Fees**: The fees charged by the Firm for services not covered by the general legal services flat rate retainer are as follows:

All Attorneys: blended rate of \$275.00

Paralegals: \$125.00

Unless the Firm and the Client agree otherwise, the Firm’s fees will be calculated by multiplying the time spent in performing the work during the period covered by the invoice, by the established hourly rates set forth above.

3. **Expenses and Costs**: In order to facilitate the representation, the Firm often finds it necessary or expedient to incur certain expenses on behalf of the Client. Those expenses shall be billed to the Client without markup and as direct costs of providing such goods and services. Such expenses can include, without limitation, reproduction, computerized legal research, long distance telephone and fax charges. The Firm charges those expenses separately from our fees in order to more fairly allocate them to the clients whose matters require their extensive use, instead of the Firm absorbing them and having to increase our hourly rates generally for all clients, including those whose matters can be handled without such extensive use of those services.

From time to time, the Firm may also find it necessary or expedient to advance its own funds and then invoice the Client for reimbursement of various other third party costs, including, without limitation, travel (transportation, meals and lodging), overnight messenger service, title and lien

searches, court reporter fees and transcription services, and fees for the filing, recording and certification of documents. If any of the costs are substantial or the Firm otherwise deems it necessary, the Firm may require the Client to pay the vendor's invoice directly.

4. **Employment of Outside Professionals; Firm Recommendations:** To the extent that outside professionals are needed to assist in the handling of a matter for the Client, the decision on which outside professional to retain shall be made by the Client. Although the Firm may recommend or even select an outside professional that the Firm feels is appropriate for the matter, the Client shall, nevertheless, be obligated to undertake its own investigation as to whether it is satisfied that the outside professional is appropriate for the Client's purposes. Retention of all such outside professionals shall be on the basis that the outside professional will look solely to the Client for payment, whether such outside professional is directly retained by the Client or is directly retained by the Firm. Reimbursement of the Firm by the Client for invoices from outside professionals paid by the Firm will be subject to the provisions of Paragraph 8 of this Addendum.

5. **Reserved.**

6. **Billings:** The Firm's invoices are generally prepared and mailed during the month following the month in which services that it covers are rendered and the expenses and costs that it covers are reported to the Firm's books. Each invoice is payable in full upon receipt and in accordance with Florida Prompt Payment Act. In the event the Firm receives a payment from a Client at a time when more than one invoice is outstanding on any one or more matters, the Firm will apply that payment to any such open invoice, unless the payment is accompanied by the remittance copy of the invoice being paid or some other written indication from the Client directing how the payment is to be applied.

7. **Late Payments, Costs of Collection and Partial Invalidity:** In the event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and charges and other costs of collection, even if such services and costs are provided by the Firm. Any provision of this Addendum which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Addendum shall be of no effect, but all the remaining provisions of this Addendum shall remain in full force and effect.

8. **Reserved.**

9. **Responsibility for Payment:** The Client will be responsible to the Firm for all Financial Obligations arising out of the services rendered by the Firm to the Client.

10. **Reserved.**

11. **Client Expectations:** Unless the Firm has agreed otherwise in a writing signed by the Attorney in Charge, the Client's responsibility for payment of its Financial Obligations will not be contingent or in any way dependent on the outcome of the representation or the results

obtained. Since the fees and costs relating to this matter are not predictable, any estimate of fees and costs that may have been discussed represents only an estimate. Unless otherwise agreed by the Firm in writing, the Firm makes no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Although the merits of the Client's position may be emphasized and optimism concerning the likelihood of success may be expressed, the Client understands that legal matters frequently take courses that cannot be anticipated and can have outcomes that cannot be predicted. Accordingly, the Client acknowledges that no guarantees have been given by the Firm and that no statements made by any person on behalf of the Firm may be relied upon by the Client concerning the outcome of any matter.

12. **Title Insurance:** If the transaction for which the Client has retained the Firm requires the issuance of a title insurance policy, the Firm may issue the policy and/or commitment therefor as agent of the title insurance company. If the cost thereof is to be paid by the Client, the title insurance premiums charged by the Firm for the issuance of any such commitment or policy will be based upon the minimum premium rate promulgated by the State of Florida Insurance Commissioner. The Firm is an agent for many title insurance companies and may act as agent for the title company issuing title insurance in the Client's transaction. As is standard with all title insurers in Florida, the Firm will receive a percentage of the premium, as agent for the title insurance Company. Sums received by the Firm for acting as agent for a title insurer are in addition to, and not in lieu of, the Firm's standard fees as described in this Addendum.

13. **Choice of Law, Venue and Forum Selection:** This Addendum and the Accompanying Letter will be governed and construed under Florida law. The Firm and the Client do hereby agree and consent that the State and Federal Courts situated in Miami-Dade County, Florida, will have exclusive jurisdiction to adjudicate any claim, dispute and/or controversy of any nature arising out of or relating to this Addendum, the Accompanying Letter or the legal services provided pursuant thereto.

14. **Termination:** Every Client has the right to terminate the Firm's representation at any time and for any reason. The Firm has the same right, and under certain circumstances it may be required, to terminate its representation of the Client, upon reasonable notice to the Client. Among the reasons for which the Firm may terminate are: (i) nonpayment or repeated late payment of the Client's Financial Obligations to the Firm after the Client has been notified that the Firm intends to withdraw unless such Financial Obligations are paid timely, (ii) the Client's breach or failure to comply with the terms of the Firm's engagement, including the provisions of the Accompanying Letter or this Addendum, (iii) the Client's failure or refusal to be forthright, cooperative and supportive of the Firm's efforts, (iv) the Client's misrepresentation of, or failure or refusal to disclose facts to the Firm which the Firm deems necessary for, or relevant to, the engagement, (v) the Client's refusal to accept or implement the Firm's advice, (vi) the Client's persistence in pursuing, or having the Firm pursue, an objective which the Firm considers to be criminal, fraudulent, actionable, repugnant or imprudent, (vii) discovery of a conflict with another client of the Firm, and/or (viii) any other reason permitted or required under the Rules of Professional Conduct that govern the legal profession in Florida. Upon termination of the

engagement, either by the Firm or by the Client, the Client must sign all papers and documents which the Firm believes necessary to accomplish its withdrawal from the representation.

15. **File Destruction:** Following the conclusion or other termination of the Firm's representation of the Client with respect to a particular matter, the Firm shall transfer, at no cost to the City, all records in possession of the Firm obtained by the Firm in its representation of the City. The Firm shall retain a file of the Client's matter in accordance with the minimum retention periods required by Florida law. .

16. **Federal Tax Advice:** The United States Treasury Department has issued certain Regulations governing our ability to render written advice on federal tax issues, which includes the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for federal tax purposes. During the course of our representation of you, we may provide you from time to time with written advice regarding federal tax issues. This written advice may include letters, e-mails, or memoranda. Please note that as a result of such Regulations, any written advice provided to you may not be used or relied upon by you for the purpose of (i) avoiding tax-related penalties that may be imposed by the Internal Revenue Service, or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein, unless the author of such advice should specifically provide in writing that it is intended to be a "reliance opinion" or a "covered opinion" as such terms are defined under applicable Treasury Regulations.

WIRING INSTRUCTIONS

For
Synovus – Client Invoice Pmts, ACH/Operating Account

BENEFICIARY BANK

Synovus
1048 Broadway
Columbus, GA 31901

ABA#061100606

BENEFICIARY

Account Name: Greenspoon Marder LLP ACH Acct
100 W Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309
Account#: 1013936677

FOR INTERNATIONAL WIRES

SWIFT CODE: FICOUS44
Synovus, 800 Shades Creek Parkway, Birmingham, AL 35209
Intermediary Bank: Bank of America, NY – Swift Code: BOFAUS3N

***** ON THE MESSAGE TO BENEFICIARY, PLEASE REFERENCE *****
OUR FILE NUMBER: (18283.0001) AND/OR YOUR ATTORNEY'S NAME: Joseph Geller **