



JAMIE A. COLE, PARTNER
FORT LAUDERDALE OFFICE MANAGING DIRECTOR
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October 11, 2023

Greg Ross, Chair
Governing Board
Solid Waste Disposal and Recyclable Materials
Processing Authority of Broward County, Florida

Re: Retainer Agreement For Interim Authority Counsel

Mayor Ross:

Congratulations on the creation of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "Authority"). Having been closely involved in the multi-year process leading to the passage of the Interlocal Agreement establishing the Authority (the "ILA"), I am very pleased that the Governing Board voted to appoint me and my Firm to serve as Interim Authority Counsel pursuant to Section 6.10 of the ILA.

We apologize in advance for the formality of this letter, but it is our Firm's policy to enter into a written retainer agreement with new clients. 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. The Authority would be engaging us to serve as Interim Authority Counsel and perform all of the duties of Authority Counsel set forth in the ILA and as directed by the Governing Board, Executive Committee, respective Chairs and the Executive Director (when appointed). Our service as Interim Authority Counsel shall commence effective as of October 11, 2023.

2. Fees for Services. I, Jamie Cole, will have primary responsibility for serving as Interim Authority Counsel, assisted by other Firm attorneys. Although the services that we will be providing are highly particularized and we believe that we are uniquely qualified to

serve in this position, the Authority will be charged and agrees to pay for our services at the discounted government rate of \$365 per hour for work performed by me and \$300 per hour for work performed by any of our Firm's other attorneys. Work done by paralegals or legal assistants will be billed at \$125 per hour. It is our practice to charge for actual time expended on your behalf, but not less than 1/10th of an hour for each activity.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include photocopying charges, fax charges, postage, long distance telephone calls, computerized research charges, tolls, courier charges and express mail charges, filing fees, recording costs, out-of-town travel expenses, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs (if any), will be itemized and billed to you. You will be consulted before we incur any unusually large costs in excess of \$500 prior to undertaking the expenditure.

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. The Authority 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, the Authority 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. The Authority also agrees 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. Notwithstanding the foregoing, the Firm understands that the Authority has just been created and that there may be some delay in the Authority obtaining funding from the parties to the ILA. Accordingly, the Firm agrees that, if the Authority is delayed in paying the initial invoices until funding is obtained, the Firm will waive any interest on payment of those invoices.

5. Termination of Representation. Subject to Florida Statutes and the ethical rules governing attorneys, either party may terminate this agreement and the Firm's service as Interim Authority Counsel at any time, with 30 days' prior written notice. The Authority shall be responsible for all attorneys' fees and costs incurred prior to the termination.

6. Retainer and Advanced Fees/Costs Deposit. Given the public nature of the Authority, the Firm is not requesting any retainer or fee/cost deposit.

7. Disputes. Any dispute arising from this Agreement shall first be subject to mediation before a mutually agreeable mediator and, if no settlement is reached, it shall be resolved through final and binding arbitration in Broward County, Florida. This Agreement shall be governed by Florida law.

8. 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. As you know, the Firm serves as City Attorney¹, general counsel or special counsel for numerous municipalities and other local governmental entities in Broward County (including several that are parties to the ILA), represents private parties appearing before other local governments (also including several that are parties to the ILA), and represented many of the parties to the ILA in connection with a prior lawsuit regarding the Resource Recovery Board (and continues to represent those municipalities in the close-out of the settlement). The Authority hereby recognizes, acknowledges and consents to these representations. The Authority also acknowledges that in connection with the Firm's service as Interim Authority Counsel, the Firm's only client is the Authority and the Firm is not, through its representation of the Authority, representing the parties who are members of the Authority.

We appreciate your confidence in us and we assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please contact me. Otherwise, please indicate your agreement with the foregoing by signing this engagement letter and returning it to me.

Very truly yours,

WEISS SEROTA HELFMAN
COLE + BIERMAN, P.L.

By: _____

Jamie A. Cole

¹ The Broward municipalities for which the Firm serves as City Attorney are: Weston, Deerfield Beach, Margate, Lauderdale-By-The-Sea and Parkland.

AGREED AND ACCEPTED as of October 11, 2023.

Solid Waste Disposal and Recyclable Materials
Processing Authority of Broward County, Florida

By: _____

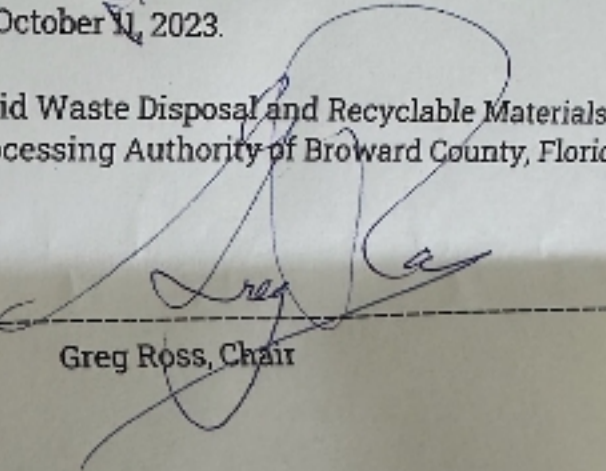
Greg Ross, Chair

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