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February 5, 2015

City Council  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, FL 34145

**Re: City Attorney Representation Agreement**

Dear Chairman Sacher and City Councilors:

We are pleased that you wish to engage our Firm to perform legal services for the City of Marco Island (the "City") as its City Attorney. Our Firm is the preeminent full-service municipal law firm dedicated to serving as the "one-stop shop" for municipalities seeking the services of a city attorney firm with the ability to address the full spectrum of issues faced by municipalities. We are confident that we can be of service to the City. 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.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services we will provide for the City, 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. You have engaged us to serve as City Attorney. Our services will include the representation of the City, working with the Chairman and City Council and administration, in all legal matters relating to the City's affairs, from day-to-day administrative issues to the development of policies and programs from Council and the City Manager. The general services that the Firm will provide include, but are not limited to, all areas of general

municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, constitutional and legislative issues, as well as litigation and dispute resolution in all administrative levels. The specialized services that the Firm is available to provide include, but are not limited to, civil rights and police legal issues, labor and employment issues, collective bargaining, eminent domain, litigation, appellate representation, utilities law, environmental and sustainability law, telecommunications, municipal finance, real estate and construction law.

While the City has engaged our Firm as City Attorney, Mr. Alan L. Gabriel will be designated as your City Attorney and will be principally responsible for attending to your matters. Mr. Paul Gougelman will be the primary backup Attorney to Mr. Gabriel. Mr. Gabriel will be assisted by Mr. Daniel Abbott (litigation), Mr. Paul Gougelman (zoning and land use) and Mr. Anthony Soroka (code enforcement). This working team dynamic creates a redundancy effect in which at all times a dedicated lead attorney is knowledgeable about all the issues currently being faced by the City. Mr. Gabriel will attend the regular, special and workshop Council meetings, as well as such meetings with the administration as may arise from time to time. Mr. Gougelman will attend Planning Advisory Board meetings and Mr. Soroka will attend Special Magistrate hearings. Depending upon the type of matter which needs legal attention, different attorneys of the Firm, with specific specialized expertise and/or experience, may from time to time be assigned by Mr. Gabriel to address the City's particular legal matters, under the supervision of Mr. Gabriel. While partners will be responsible for all City work, depending upon the nature of specialty legal services, appropriate associate(s) will be used. If clerks or paralegals are used, the City will not be charged for their time.

2. Fees for Services. You will be charged and agree to pay for our services on the following basis:

A. Monthly Retainer Fee:

(1) The Firm will charge a base fixed retainer of \$10,000 per month for the preparation for and attending up to two regular monthly Council meetings, two Planning Advisory Board meetings and one Code Enforcement Magistrate meeting, up to a total of 60 Council/Planning Advisory Board/Code meetings per year (the initial 12 month period commencing as of March 1, 2015, and thereafter). The Firm will annually true up the retainer rate against the hourly rate (as referenced below) and credit the City if the hour utilization/rate is less than the Monthly Retainer amount and issue the City a refund or credit, at the City's discretion, for the difference.

(2) The Monthly Retainer includes the review of standard documents and response with comments, a monthly written legal report and a quarterly litigation report. The drafting and preparation of legal documents will be billed hourly.



(3) In addition, the Monthly Retainer includes all telephone calls/emails/texts/teleconference/video conference with individual City Councilors, the City Manager, City Staff, individual City Board members and Committee members, if authorized by City Council.

(4) The City will not be charged for travel time to and from the City, or any travel related fees or expenses to and from the City (i.e., tolls, mileage, air fare, etc.) whether providing legal services under the Monthly Retainer or when billing hourly for non-retainer work.

B. Hourly Rate: The Firm will charge for those matters not covered by the base retainer fee, an hourly rate of \$220 per hour for all attorneys' handling all other legal services including litigation, labor law and any other general legal advice or services including meetings with City Councilors, City Manager and staff related to such work (but not including telephone conferences with City Councilors for which the City will not be charged), review and preparation of proposed ordinances, contracts or other matters. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.

3. Costs.

A. In addition to the attorneys fees discussed in paragraph 2, the Firm will add a 2.5% administrative fee to each bill to cover administrative costs such as delivery charges, communication services/telephone charges, photocopies, postage, faxes, legal software and computer research expenses.

B. Non-incidental costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, and applicable lobbyist registration fees, will continue to be itemized and billed.

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. You 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.

5. 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. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by our office.

6. Withdrawal from Representation and Termination. The City at any time may choose to terminate this agreement with or without cause and shall only be liable for fees and costs incurred up to the date of termination. We, likewise, reserve the right to withdraw from representing the City, 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.

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters outside the scope of this representation agreement, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

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. The Firm shall commence City representation pursuant to the Monthly Retainer as of March 1, 2015. At the City Manager's direction, the Firm may commence legal work pursuant to the hourly rate as of the date of the City's Acknowledgment and Agreement below.

We are honored to return to the City of Marco Island and be of service to the City once more. 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. If you have any questions or concerns, please do not hesitate to contact our office to discuss.

Very truly yours,

WEISS SEROTA HELFMAN  
COLE BIERMAN & POPOK, P.L.


By:   
Alan L. Gabriel

**ACKNOWLEDGEMENT AND AGREEMENT**

Having been duly authorized by an affirmative majority vote of the members of the City Council for the City of Marco Island, Florida, the undersigned has read this representation agreement and on behalf of the City of Marco Island, Florida, agrees to the terms set forth herein.

AGREED AND ACCEPTED on Feb 6, 2015.

CITY OF MARCO ISLAND, FLORIDA

By:   
Larry Sacher, Chairman

WEISS SEROTA HELFMAN  
COLE BIERMAN & POPOK, P.L.