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November 8, 2012

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VIA E-MAIL (pstuart@coconutcreek.net)

Paul S. Stuart, Esq.
City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Re: Retainer Agreement

Dear Mr. Stuart:

I am pleased that you have decided to engage this Firm to provide labor and employment law services to the City of Coconut Creek (the "City"). I 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 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 the City will make payment.

1. Nature of Legal Services. You have engaged us to provide labor and employment law services to the City.

2. Fees for Services. With regard to the fees and costs incurred for our services, the City will be charged and agrees to pay for our services on the basis of our hourly rates. We have agreed to charge the City a blended rate for this matter of \$250 per hour for all attorney time. It is our practice to charge for actual time expended on the City's behalf, but not less than 2/10ths 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 the City's 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. A 2.5% administrative fee will be added to each bill to cover these Routine Expenses. Other expenses, including 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 the City.

4. Payment of Fees and Costs. Our invoices will be submitted to the City on a monthly basis and each invoice will be due and payable when rendered. The City 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 the City. The City 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 City understands that it will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. The City 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 the City until we have been paid all costs, fees and interest due us under this agreement. The City 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.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the City if the City has misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Disputes. Any dispute arising from this Agreement shall be resolved through final and binding arbitration in Broward County, Florida and the Agreement shall be governed by Florida law.

7. 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.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and forwarding it back to me.

I appreciate your confidence in our Firm and 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 let me know. Otherwise, please indicate your agreement with the foregoing by signing this engagement letter and returning it to me.

Very truly yours,

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

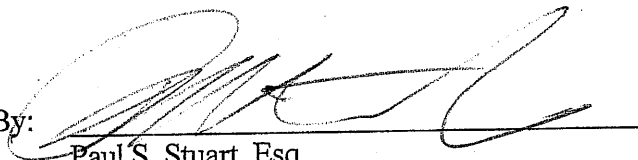


Brett J. Schneider

AGREED AND ACCEPTED on this 13th day of November, 2012.

CITY OF COCONUT CREEK, FLORIDA

By:


Paul S. Stuart, Esq.