



JAMIE A. COLE
Broward Managing Director
JCOLE@WSH-LAW.COM

June 18, 2025

Via Electronic Mail [rberrios@cityofpsl.com]
City of Port St. Lucie
c/o Richard Berrios, City Attorney
City Attorney's Office
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Re: Retainer Agreement
ACR Acquisition, LLC v. City of Port St. Lucie, Florida
Case No. 562025CA001165AXXXHC

Dear Mr. Berrios:

We are pleased that you wish to engage our Firm to perform defend the City of Port St. Lucie ("City") in the above-referenced litigation. 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 agree to make payment.

1. Nature of Legal Services. You have engaged us to defend the City in a civil action filed in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, as Case No. 562025CA001165AXXXHC.

2. Fees for Services. I will oversee the Firm's handling of this matter on behalf of the City. Some of the work will be performed by other attorneys and paralegals. You will be charged and agree to pay for our services at the blended rate of \$425 per hour for work performed by me or partner attorneys, \$325 for associate attorneys, and \$125 for paralegals.

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. Our regular hourly rates for partners, associates, and paralegals range from

\$125 to \$800. All of our rates are reviewed on an annual basis and may be increased on October 1 of each year.

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. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

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 45 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. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you 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.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the City if it misrepresents or fails to disclose material facts to us, or if we disagree about the course of action that should be pursued, or if there exists legal conflicts that requires our withdrawal.

6. Advanced Fees and Costs Deposit. It will not be necessary for you to pay a retainer fee to retain the services of this Firm.

7. Representation of Other Clients. We are bound by rules of legal ethics to not 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."

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 retainer and/or cost deposit set forth above, if any.

Mr. Richard Berrios, City Attorney

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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

By:  _____

Jamie A. Cole

AGREED AND ACCEPTED on _____, 2025.

CITY OF PORT ST. LUCIE

By: _____

Print Name: _____

Title: _____