

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

ATTORNEYS AT LAW

MITCHELL A. BIERMAN
NINA L. BONISKE
MITCHELL J. BURNSTEIN
JAMIE ALAN COLE
STEPHEN J. HELFMAN
GILBERTO PASTORIZA
MICHAEL S. POPOK
JOSEPH H. SEROTA
SUSAN L. TREVARTHEN
RICHARD JAY WEISS
DAVID M. WOLPIN

LYNN M. DANNHEISSER
IGNACIO G. DEL VALLE
DOUGLAS R. GONZALES

MELISSA P. ANDERSON*
LILLIAN ARANGO DE LA HOZ*
JAMES E. BAKER
JEFF P.H. CAZEAU
RAQUEL ELEJABARRIETA
CHAD FRIEDMAN
ALAN L. GABRIEL*

BROWARD OFFICE
200 EAST BROWARD BOULEVARD
SUITE 1900
FORT LAUDERDALE, FLORIDA 33301

TELEPHONE 954-763-4242
FACSIMILE 954-764-7770
WWW.WSH-LAW.COM

MIAMI-DADE OFFICE
2525 PONCE DE LEON BOULEVARD • SUITE 700
CORAL GABLES, FLORIDA 33134
TELEPHONE 305-854-0800 • FACSIMILE 305-854-2323

*OF COUNSEL

GREGORY A. HAILE
JOHN J. KENDRICK III
KAREN LIEBERMAN*
JOHANNA M. LUNDGREN
ANDREW W. MAI
MATTHEW H. MANDEL
PAMI MAUGHAM
ALEXANDER L. PALENZUELA-MAURI
JUNIOR PIÑEIRO
JOHN J. QUICK
ANTHONY L. RECIO
SCOTT A. ROBIN
GAIL D. SEROTA*
JONATHAN C. SHAMRES
ESTRELLITA S. SIBILA
EDUARDO M. SOTO
MICHAEL L. STINES
JOSE S. TALAVERA
STEVEN E. TAYLOR
LAURA K. WENDELL*
JAMES E. WHITE
CLINTON A. WRIGHT III*

March 12, 2007

Broward County Metropolitan Planning Organization
Roger Del Rio, Acting Director
115 South Andrews Avenue – Room 329H
Fort Lauderdale, FL 33301

Re: Amended Engagement Proposal of Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.

Dear Mr. Del Rio:

We are pleased that the Board of the Broward County Metropolitan Planning Organization wishes to consider our Firm to serve as Legal Counsel for the Broward County Metropolitan Planning Organization (hereinafter referred to as the "Broward MPO"). 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 and the manner in which our fees for those services will be paid.

1. Nature of Legal Services. As Legal Counsel for the Broward MPO, we will be responsible for all Broward MPO's legal matters.

2. Fees for Services. The Firm will attend all Broward MPO regularly scheduled Board meetings (which include ten per year) and two scheduled SEFTC meetings for a flat fee of \$10,000.00 per calendar year. This flat fee shall include attendance at the regularly scheduled Board meetings and will include the review of the Agenda and Agenda back-up materials. For all other legal services, to be provided upon request, you will be charged and agree to pay for services at the rate of \$195.00 per hour for all attorneys, together with applicable taxes, if any. It is anticipated that Alan L. Gabriel will have primary responsibility for this matter, and that he will call upon the services of other Firm attorneys as needed. In the absence of Mr. Gabriel, only senior firm attorneys will attend MPO Board meetings. The flat fee and hourly rate shall increase by the CPI annually on the anniversary date of this agreement. 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. 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, long distance telephone charges, photocopies (xerox), postage, faxes, and computer research expenses. Non-incidentals 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, 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.

5. Termination of Representation. We will serve at the pleasure of the Broward MPO Board and may be terminated at any time.

6. 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.

7. Commencement of Representation. Upon the Board's approval, we will serve in the capacity as Legal Counsel for the Broward MPO.

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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.


Very truly yours,

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

By: 
Alan L. Gabriel

AGREED AND ACCEPTED on March 8, 2007

**BROWARD COUNTY METROPOLITAN PLANNING
ORGANIZATION**

By: 
Mayor Richard J. Kaplan
Broward County Metropolitan Planning
Organization Chair

CC: The Honorable Mayor Armstrong,
Selection Committee Chair
400 N. W. 73rd Avenue
Plantation, FL 33317-1678

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