

RESOLUTION NO. 2025-3473

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING AGREEMENTS WITH OUTSIDE LEGAL COUNSEL TO REPRESENT THE TOWN IN CERTAIN MATTERS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE AS PROFESSIONAL SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time, important, specialized issues involving complex legal matters (the “Services”) requiring subject area expertise and trial work in such areas arise for the Town Attorney’s review and consideration; and

WHEREAS, the Town Attorney has found it necessary and prudent to engage outside counsel to address certain legal matters (“Services”); and

WHEREAS, the Acting Town Manager has entered into agreements for the Services (GrayRobinson – Goldstein matter) (Barthet Firm – Ric-Man, Lunacon matters) (Trask Daigneault – Lusky matter); and

WHEREAS, pursuant to Section 3-13(2) of the Town’s Code, professional services are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to approve the Services and ratify the agreements with GrayRobinson, the Barthet Firm and Trask Daigneault as deemed necessary or prudent by the Town Attorney; and

WHEREAS, the Town Commission finds that the Services are in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

2. **Services Approved; Exemption from Competitive Bidding.** The Town hereby ratifies and approves the agreements attached hereto as Exhibit "A". The Town Commission finds that pursuant to Section 3-13(2) of the Town's Code, the Services are exempt from competitive bidding as professional services.

3. **Implementation.** The Acting Town Manager, Town Attorney and Town Officials are authorized to take any and all necessary or further action to implement the Services and the purposes of this Resolution, including the execution of a Purchase Order and any further necessary agreements for the Services.

4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED on this 9th day of December, 2025.

Motion By: Commissioner Coto

Second By: Commissioner Vildostegui

FINAL VOTE ON ADOPTION

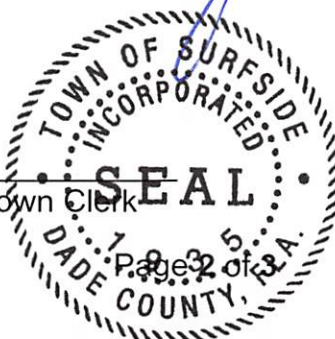
Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

Charles W. Burkett, Mayor

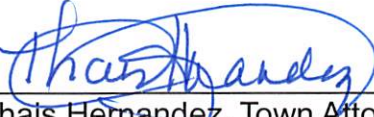
ATTEST:



Sandra N. McCready, MMC, Town Clerk



Approved as to Form and Legal Sufficiency:



Thais Hernandez, Town Attorney

**AGREEMENT FOR LEGAL SERVICES BETWEEN
TOWN OF SURFSIDE, FLORIDA AND
TRASK • DAIGNEAULT, LLP**

THIS AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into on this 18th day of November, 2025 (the "Effective Date"), between the Town of Surfside, a Florida municipal corporation ("Client") and Trask • Daigneault, LLP ("Firm").

WHEREAS, the Client is an incorporated municipality in the state of Florida; and

WHEREAS, the Client has received a written notice dated November 7, 2025 relating to 8826 Hawthorne Avenue, Surfside, FL (Owner: Joel Lusky) that Client's Ordinance 2024-1785 (the "Ordinance") violates §252.422, Florida Statutes (the "Claim"), alleging that the Ordinance adopts land development regulations that are more restrictive or burdensome as they relate to the development of single-family homes in the Town of Surfside, and the Client cannot enforce the Ordinance; and

WHEREAS, the Client desires the services of the Firm, which is experienced in defending land use development claims and lawsuits, including claims under §252.422, Florida Statutes; and

WHEREAS, this Agreement is not exclusive as to the provision of legal services to the Client and is not related to legal matters outside of the Claim; and

WHEREAS, the Firm has substantial expertise and experience in representing Florida local government entities and officials on local government law matters including the matters which are the subject of the Claim; and

WHEREAS, the Client has the authority to engage the Firm to provide the professional services Client seeks from the Firm.

NOW THEREFORE, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. The Client retains the Firm to provide representation and a defense to the Claim through, and including, any related appellate proceedings. Such services shall include, but not be limited to, legal research and drafting, attendance at hearings, trials and meetings, and the conduct of Claim and appellate work.
2. The Firm shall be compensated for attorney services at the rate of **\$300 per hour** for attorney work, including travel time required to attend hearings, meetings, depositions, or trial. While paralegal work is not contemplated, in the event paralegal services are provided, they shall be billed at the rate of **\$105 per hour** for all work performed under this Agreement. Travel time is charged at the hourly rate of \$300/hour, but the Client is not responsible for reimbursing costs for mileage or fuel if Ms. Bach or other attorneys with the Firm travel by automobile. Any travel reimbursements from the Client, such as hotel, airfare, etc. for Tammi E. Bach, Esq. or other attorneys in the Firm, shall be pre-approved by the Client, in writing, prior to Ms. Bach or other attorneys in the Firm incurring such travel expenses.
3. In addition to the legal fees outlined in § 2 above, the Client shall pay all costs incurred or advanced by the Firm in representing the Client pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges, courier service charges, lodging expenses related to court appearances or meeting attendance, computer database research/investigation fees

(but not including the Firm's legal research software which will be included in the attorney hourly rate and not be separately charged), and other out-of-pocket costs which shall be pre-approved by the Client whenever possible before being incurred.

4. The Firm agrees that Tammi E. Bach, Esq., a Board Certified City, County and Local Government Law attorney, will be primarily assigned to perform the legal services for the Client, but that Ms. Bach may be assisted by the Firm's paralegals and other attorneys employed by the Firm, as the Client, in consultation with Ms. Bach, deems necessary and appropriate to protect the Client's legal interests and to provide the Client the most effective legal services.

5. The Firm will bill the Client on a monthly basis for all legal fees and costs incurred in the prior month under this Agreement. The Client shall pay these invoices within thirty (30) days of the invoice date, with late payments incurring 5% per day interest. For any month in which no services are provided and no costs incurred, no bill will be sent.

6. Subject to the Rules Regulating The Florida Bar and Florida court rules related to the withdrawal of counsel, this Agreement is terminable by either the Client or the Firm (acting through its Managing Partner) for any or no reason on thirty (30) days' prior written notice to the other Party.

7. In the event the Client terminates the Firm's services under this Agreement, the Firm shall be entitled to be compensated according to the terms of this Agreement for all services already rendered or costs already incurred prior to the effective date of the termination, whether these are invoices prior to, or subsequent to, the termination date.

8. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the Client:

Town of Surfside
Town Attorney
Attn: Thais Hernandez, Esq.
9293 Harding Avenue
Surfside, FL 33154
thernandez@townofsurfsidefl.gov

Town of Surfside
Town Manager
Attn: Mario Diaz (Acting)
9293 Harding Avenue
Surfside, FL 33154
mdiaz@townofsurfsidefl.gov

For the Firm:

Attn: Tammi E. Bach, Esq.
Trask Daigneault, LLP
1001 S. Ft. Harrison Ave., Suite 201
Clearwater, FL 33756

Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

9. Tammi E. Bach, Esq. and the Firm hereby represent and warrant that she/it has and will continue to maintain in good standing all licenses and approvals required under Federal, State and local laws applicable to and necessary to conduct her/its business and to perform the legal services for the Client required under this Agreement. Tammi E. Bach, Esq. and the Firm further represent and warrant that she/it will at all times conduct her/their business and provide the legal services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Client upon request. The Firm carries, and shall maintain throughout the duration of this agreement, Commercial General Liability insurance with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Firm. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each. The Firm also carries, and shall maintain throughout the duration of this agreement, Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident, and Professional Liability insurance, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. Proof of insurance coverage shall be provided to the Client upon request.

10. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. Attorneys' Fees and Waiver of Jury Trial.

(a) In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

(b) IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **PUBLIC RECORDS.** Tammi E. Bach, Esq. and the Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the Client as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the Client to perform the service.

(b) Upon request from the Client's custodian of public records or designee, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Client.

(d) Upon completion of this Agreement, transfer, at no cost, to the Client all public records

in possession of the Firm or keep and maintain public records required by the Client to perform the service. If the Firm transfers all public records to the Client upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records or designee, in a format that is compatible with the information technology systems of the Client.

IF TAMMI E. BACH, ESQ. AND/OR THE FIRM HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ATTN: TOWN CLERK (305) 861-4863, SMCCREADY@TOWNOFSURFSIDEFL.GOV, 9293 HARDING AVENUE, SURFSIDE, FL 33154.

13. Indemnification.

- (a) Tammi E. Bach, Esq. and the Firm shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from her/its performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between Tammi E. Bach, Esq. and the Firm and third parties made pursuant to this Agreement. Tammi E. Bach, Esq. and the Firm shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from her/its performance or non-performance of this Agreement.
- (b) Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- (c) The provisions of this section shall survive termination of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Nonassignability. This Agreement shall not be assignable by Tammi E. Bach, Esq. or the Firm unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of Tammi E. Bach, Esq. and the Firm, and her/its familiarity with the Town's area, circumstances and desires.

16. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. Independent Contractor. Tammi E. Bach, Esq. and the Firm and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not

in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. Compliance with Laws. Tammi E. Bach, Esq. and the Firm shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town of Surfside.

19. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

21. Boycotts. The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

22. The Client and Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

23. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

24. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

25. This Agreement shall be effective upon the Effective Date notwithstanding the actual date of approval or execution by the Client and shall be effective until terminated by either Party.

26. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fac/how-do-i-provide-proof-of-participation/enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: FAITH L TRASK

Print Name: Thomas J. Trask

Witness #2 Print Name: Kathy R. Tokos

Title: Managing Partner

Entity Name: TRASK DAIGNEAULT LLP

ACKNOWLEDGMENT

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of November, 2025, by Thomas J. Trask (name of person) as Managing Partner (type of authority) for Trask Daigneault LLP (name of party on behalf of whom instrument is executed).

Kathy R. Tokos
Notary Public (Print, Stamp, or Type as Commissioned)


☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath




KATHY R. TOKOS
Commission # HH 465537
Expires February 26, 2028

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Legal Services as of the day and year first set forth above.

ATTEST:

By: 
For Sandra McCready, MMC
Town Clerk


**TAMMI E. BACH, ESQ. AND
THE FIRM:**

By: 
Tammi E. Bach, Esq.
TRASK DAIGNEAULT, LLP

TOWN OF SURFSIDE

By: 
Mario Diaz
Acting Town Manager

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: 
Thais Hernandez, Esq.
Town Attorney

Jack R. Reiter | Jack.Reiter@gray-robinson.com | D 305.913.0378
333 SE 2nd Avenue, Suite 3200, Miami, Florida 33131 | T 305.416.6880 | F 305.416.6887

November 20, 2025

VIA E-MAIL

Ms. Thais Hernandez
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: *Dina Goldstein v. Town of Surfside*
Case Number: 1:25-cv-24805-KMM

Dear Ms. Hernandez:

We are pleased that you have asked GrayRobinson, P.A., to represent Town of Surfside (the “Town”) as counsel in the referenced matter. We appreciate the confidence you have placed in our firm and look forward to working with you.

It has been our experience that things go more smoothly if we have a clear understanding in writing of the scope of the engagement and our agreed role. Consequently, our representation is limited to the matter as described below. This letter is to supplement and not to supersede prior engagement letters signed with the Town.

Scope of Representation:

You have asked us to appear as counsel in the referenced matter to represent the Town.

Billing, Fees and Expenses:

Our Firm will charge for our professional services on an hourly basis. Marlene Quintana will serve as lead counsel, and she will charge a reduced rate of \$325 per hour. We will also charge \$275 for Of Counsel, \$225/hr for Senior Associates, and \$200/hr for Junior Associates. Furthermore, our rates are subject to change in the future, generally, in August of each year, but my rate will not change for this matter without prior written approval from you.

In addition to our professional services, we will bill for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit to cover such expenses.

We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions. In the event you disagree with or question any amount, you agree to communicate such disagreement or

question to us, in writing, within thirty (30) days of the invoice date. Any disagreement with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

We may request an advance Retainer for any professional fees and/or costs associated with this matter. The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. The firm will not require an initial retainer.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, you and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this retention, and we further agree that venue for any lawsuit brought thereon shall be Miami-Dade County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to you. You agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to you with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged to represent the Town at this time and not to represent any other person or entity unless they are part of this lawsuit by virtue of their relationship with you and we are advised in writing.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent you our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent you in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter).

Entire Agreement


These terms, and the attached Additional Understanding Regarding Representation, which are incorporated by reference, constitute our entire Agreement specific to this matter. There are no other arrangements or agreements regarding our representation of the Town in this case which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below and return it to our offices.

Town of Surfside
November 20, 2025
Page 3

We appreciate the confidence and trust you have placed in us, and I encourage you to communicate with me if at any time you have questions on the status or progress of this matter. We look forward to working with you. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jack R. Reiter
Appellate and Trial Support Team Leader

JRR/nk
Enclosures

The terms of this representation are accepted
this ____ day of November 2025.

By:

Town of Surfside

THE
BARTHET
FIRM, P.C.

Attorneys at Law

Engagement Agreement

Client: Town of Surfside

Matter: Ric-Man International

Rate: \$495/hr. for Partners; \$425/hr. for Associates;
\$155/hr. for Legal Assistants

Retainer: Waived
Credit card and wire instructions below

Thank you for providing us this opportunity to assist you. This Agreement shall be the basis of our current and future engagements. If you agree with the noted terms, please sign and return a copy. Of course, if you have any questions, feel free to call or email us.

Scope of Representation: The "Client" noted above will be our client (referenced in this Engagement Agreement as "you"). We have been engaged to represent you in the above referenced "matter". You may limit or expand the scope of our representation from time to time, provided that any expansion must be agreed to by us. This Agreement will serve as the basis for the above-described matter and any continuing, expanded or different representation by the firm of you or your direct or related interests (collectively "Matter"). You consent to our use of unencrypted email, text messages and internet/cellular telephones.

Fees and Expenses: Our fees will be based on the billing rate for each attorney and legal assistant devoting time to each Matter at the rates above. These rates and fees are subject to change from time to time. Certain tasks may be quoted in writing at a flat fee. Should anyone other than you be required to pay attorney's fees, the billing rate will be the greater of that listed herein, as adjusted over time, or such amount as is determined by the court. Charges for any costs such as, but not limited to, filing, service of process, court reporters, delivery, copying, scanning, and travel will be added to our invoices. Fees and expenses of others, such as consultants and experts, will be forwarded to you for direct payment.

Retainer: We will hold the retainer interest free and apply it to your last, not first invoice. You will pay any additional or subsequent retainer we may request to continue the representation. At the conclusion of this Agreement and after payment of all our fees and expenses, we will return to you, without interest, any unused retainer.

Invoices: Invoices will be rendered monthly for work performed and expenses incurred. Payment is due on receipt of the invoice. If any invoice remains unpaid, we may cease performing services until arrangements satisfactory to us have been made for payment of our invoices and for the

payment of future fees and expenses. You agree to timely pay our invoices via check or wire. You will pay an additional 3% processing fee if you pay our invoices with a credit card.

Joint/Trust Checks and Retaining Lien: There may be instances when we receive checks which are either jointly issued to you and our firm or payable to our trust account and you agree we may deposit such checks into our account for subsequent disbursement as called for under the terms of the specific transaction as well as the payment of our outstanding fees and costs. We shall have a lien on all your documents, property and money in our possession for the payment of all sums due us.

Term of Engagement: Either of us may terminate this Agreement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. You agree to engage successor counsel to represent you and pay our costs and fees incurred through termination or the point when the court relieves us of responsibility, whichever is later.

Any nonpublic information you supplied to us will be kept confidential in accordance with applicable Rules of Professional Conduct. If you request that your papers and property be returned to you, we shall do so promptly upon our receipt of payment for outstanding fees and costs. Our own files, including lawyer work product, pertaining to each Matter will be retained by us. Unless instructed in writing otherwise, 30 days after the conclusion of each Matter, we will destroy all materials in our possession.

You understand that changes in facts or law may occur after the conclusion of our representation of each Matter that could impact your future rights. Unless you engage us in writing to provide such additional advice, we have no continuing obligation to advise you with respect to related or future legal developments, including the enforcement, satisfaction, recording, renewal or collection of any lien or judgment.

Disclaimer: Our fees and costs relating to each Matter are not predictable. The payment of our fees and costs is in no way contingent on the ultimate outcome of each Matter. We have made no representations or guarantees to you concerning the maximum fees and costs that will be necessary to resolve or complete your Matter, the result or disposition of any phase of your Matter, the recovery of your incurred legal fees, costs or interest, or the collectability of any party involved in your Matter. You understand that there exists no certainty as to the outcome of your Matter. For Matters involving contract drafting, review, or negotiations, you understand that we provide no advice as to scope, price, schedule, or means and methods. You will have all contracts reviewed by your insurance and bonding agents for compliance with your insurance and bonding programs.

Conflict of Interest: If we become aware of an actual, direct conflict of interest, we will inform you of such conflict. At such time, we may be requested or obligated to withdraw from further representation, and you may be required to retain new counsel. To the extent the representation of another client in an unrelated matter does not involve a direct conflict with you, you agree we can proceed with such representation. We may also represent another client in unrelated Matters which may be adverse to you.

Client Responsibilities: You agree to be truthful, to cooperate fully with us and to promptly provide all documents and information known or available to you relevant to our representation. You represent that you have, are and will comply with all rules, laws, regulations, and ordinances. You agree to pay our invoices for services and expenses when rendered. You

will be responsible for 12% interest per annum on any unpaid balance and for our incurred legal fees and costs if you fail to timely pay our invoices. You will verify in advance by phone to this number, 305-347-5290, all instructions related to the transfer of funds, by wire or otherwise. You may have insurance coverage for some or all of the claims and defenses and you will timely report same to your carrier.

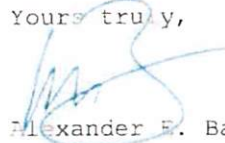
Data Preservation: For each Matter, if it is in litigation or may result in litigation, you agree to collect, preserve and retain all records that are or could be related thereto, be they in physical or electronic form. This "litigation hold" will remain in place until each Matter is fully and finally resolved. You understand that failure to take reasonable steps to collect and preserve evidence, including data, metadata, and backups stored electronically on personal, business, mobile and cloud computers, could result in severe sanctions being imposed by the Court. If you have already disposed of digital or physical files, you will attempt to recover such data and to suspend any document retention/destruction program until each Matter is concluded. You will also instruct all relevant parties over which you have control of these obligations and ensure their compliance.

Dispute Resolution: Should a dispute arise between us, we agree to first contact each other to resolve the dispute. Thereafter, we agree the dispute shall be submitted to an impartial mediator selected by both of us. If we are unable to agree, we both agree to Salmon & Dulberg Mediation Services, Inc. in Miami-Dade County, Florida, which shall assign a random certified mediator with at least 15 years of mediation experience. Each of us shall bear our own costs and fees at mediation and equally split the mediator's fee. The mediation shall be treated as confidential. If unresolved after 60 days from first notice of the dispute, it shall be submitted to binding arbitration governed by the applicable American Arbitration Association rules with jurisdiction in Miami-Dade County, Florida where the prevailing party shall be entitled to only recover its actual and direct monetary damages plus reasonably incurred attorney's fees and costs. You and we waive all claims for consequential damages.

Commencement of Representation: Until we receive this signed Agreement, the retainer and the documents related to each Matter, no attorney-client relationship exists between us. There may be important deadlines involved in your claim or defense. If you fail to take appropriate action in a timely manner, you may permanently lose some, if not all of your rights or defenses. If you wish to pursue your claim or defense, you need to act promptly.


Once again, we are pleased to provide you this Engagement Agreement, and we very much appreciate this opportunity to represent your interests.

Yours truly,


Alexander E. Barthet
For the Firm

Client signature on next page.

Acknowledged and agreed to by the Client.

Sign: 
Print: Mario A. Diaz
Title: Acting Town Manager
Company: Town of Surfside
Address: 9243 Harding Avenue
City/State/Zip: Surfside, Florida 33154
Office Phone: (305) 861-4863
Mobile Phone:
Email: mdiaz@townofsurfsidefl.gov
Date: 11/07/2025

If different from above, invoices should be emailed to:

Name:

Approved as to Form and Legal Sufficiency:

E-mail:



Thais Hernandez, Town Attorney

If you wish to pay the retainer by credit card, please complete the following section.

Credit card type: MasterCard Visa AmEx

Name on the Card:

Credit Card Number:

Expiration Date:

Security Code:

Amount to be Charged:

I authorize The Barthet Firm to charge my card. Initials:

If you wish to pay the retainer by wire, our wire instructions are:

The Barthet Firm, PA
200 S. Biscayne Blvd., Suite 1650
Miami, Florida 33131

United Community
125 Highway 515 East, Blairsville, GA 30512
ABA No. 061112843

Final Credit to:
THE BARTHET FIRM
A PROFESSIONAL ASSOCIATION
Trust Account Number: 2000089215