

LAW OFFICES JOSE A. VILLALOBOS, P.A.

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February 19, 2013

HAND DELIVERED

Attn: Joe Carollo, City Manager
City of Doral
8401 NW 53rd Terrace,
Doral, Florida 33166

Re: Engagement Letter / Retainer Agreement

Dear Manager Carollo:

Thank you for allowing Law Offices Jose A. Villalobos, P.A. ("Villalobos") to act as consultant/attorneys for the City of Doral ("Doral").

Scope of Representation. VILLALOBOS agrees to render professional legal/consulting services to Doral in assisting City Planners in the County Commission regarding the annexation plans as proposed by Doral Administration and further assist Doral with County Administration and County Commission as it pertains to certain public works projects. Doral agrees to retain Villalobos as Consultant/Attorney commencing on February 15, 2013.

Legal Fees. As full compensation for legal/consulting services performed by Villalobos, Doral agrees to pay Villalobos the amount of \$50,000.00, at a rate of \$4,166.67 per month for twelve months, commencing February 15, 2013.

Term. The term of the representation contemplated by this Scope Letter shall be for one year and shall commence on February 15, 2013. This contract may be extended by Doral at its discretion and by approval of both parties.

Costs. You may also incur disbursement charges in connection with our representation, including charges for photocopying, messenger services, word processing fees, travel fees, proportional cellular phone charges and other items, but these fees are not expected to be significant. We may remit to you for direct payment to the vendor certain disbursements, such as charges for printing, duplicating, transcripts and other charges as we may determine from time to time.

Billing. This will confirm our understanding regarding our fees in connection with our representation. Billing statements are to be paid in advance.

Vigorous Representation. We will do our utmost to serve your interests effectively. We will strive to represent you vigorously and efficiently.

In providing this representation, we will act as your attorneys/consultants and provide you with advice and assistance with respect to the matters, which you ask us to advise on. You will be responsible for making the business and financial decisions in light of the advice that we provide you. As a matter of professional responsibility and ethics, we are generally required to preserve the confidences and secrets of our clients. The legal privilege for attorney-client communications exists to encourage candid and complete communication between a client and its lawyer. We urge you to inform us of all information, which might be relevant to our representation, and we trust that our attorney-client relationship will be based on mutual confidence and unrestricted communication in order to facilitate our proper representation of you.

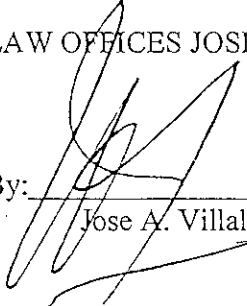
Special Covenants and Representations. Villalobos hereby covenants and agrees to be bound by the following representations in connection with performance under this agreement:

1. Lobbyist registration. In the event the services performed by Villalobos on behalf of Doral pursuant to this Agreement are considered to be "lobbying" in the jurisdictions where the services are performed, Villalobos will so advise Doral and will prepare and submit to the appropriate authorities and to Doral all of the initial and periodic documentation required of a lobbyist, and Doral as the employer of the lobbyist, as may be required by each jurisdiction where the services are performed. Preparation and submission of all such registrations and/or reports will be coordinated with Doral.

On behalf of myself individually and the firm, we are very excited about working with you on this matter. It is my sincere hope that together we achieve mutual success beyond our wildest individual expectations.

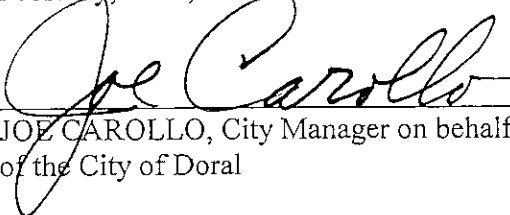
Very truly yours,

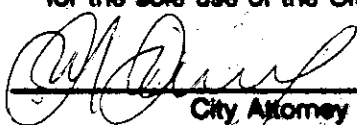
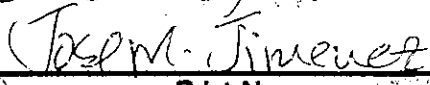
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By: 
Jose A. Villalobos

JAV/mg

Acknowledged and agreed to this 27 day of February, 2013, as set forth above:


JOE CAROLLO, City Manager on behalf of the City of Doral

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| <p>Approved as to form and legal sufficiency for the sole use of the City of Doral.</p> <p> City Attorney</p> <p> Print Name</p> |
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