

Tmoss@sunrisefl.gov

Tom Moss, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Re: Retainer Agreement

Dear Mr. Moss:

This letter will confirm that you have engaged our firm to represent the City of Sunrise, Florida (the “City” or “you”) in connection with the City’s appeal of the recent adverse ruling in *State of Florida v. Kayla Erin McFadden*, Case No. 25135882TI20A (Broward Cty. Ct. Mar. 3, 2026) (the “Appeal”). We are pleased to have this opportunity to represent you, and we look forward to working with you on this Appeal. This letter is intended to supersede the retainer agreement between our firm and the City, which you executed on March 11, 2026.

Scope of Engagement. Our firm is retained to act as the City’s lead counsel in the Appeal. Because of the nature of the Appeal and the underlying motion to dismiss and adverse ruling, and motions raising other constitutional and evidentiary challenges, which motions have already been asserted again in separate proceedings involving the City (the “Related Proceedings”), our firm’s representation is expected to extend not only to the Appeal, but also to the Related Proceedings in accordance with the terms set forth herein. If there is disagreement as to whether the current representation encompasses additional work requested by the City, the City will inform us before we commence the additional work, and a new retainer agreement will be adopted.

Staffing. It is anticipated that Edward G. Guedes and Samuel I. Zeskind will have primary responsibility for the City’s representation, taking the lead in strategic matters, handling the Appeal, and performing such work as is requested by the City in the Related Proceedings. Additional lawyers in the firm may be enlisted to provide assistance in the representation as determined by Messrs. Guedes and Zeskind in order to represent the City in the most cost-effective manner possible. We will provide legal counsel to the City in accordance with the terms of this agreement and in reliance upon information and guidance that you provide to us. We will endeavor to keep the City reasonably informed of the progress of the Appeal and Related Proceedings and of any significant developments, as well as respond to your inquiries in the course of our engagement.

Cooperation. To enable us to represent the City effectively, you agree to cooperate fully with us in all matters relating to the Appeal and Related Proceedings, and to disclose to us fully and accurately all facts and documents that may be relevant or that we may otherwise request. You agree to make designated representatives available to attend and testify at court proceedings, as may be appropriate.

Advice About Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the Appeal and the Related

Proceedings or various courses of action and the results that might be anticipated. Any such statement made by any lawyer or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Fees and Costs. As you know, American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”), has agreed to fund the City’s Appeal and the Related Proceedings. In particular, Verra Mobility will pay the reasonable and necessary fees and costs incurred by our firm in connection with the Appeal and the Related Proceedings on behalf of the City. As such, our firm will not look to the City to pay those fees and costs and will look solely to Verra Mobility to do so. However, the City will always be our client, and our ethical duty shall inure to the City first and foremost. To signify Verra Mobility’s agreement to the economic terms of our arrangement, we are asking Verra Mobility to sign this letter below agreeing to the terms in this section titled “Fees and Costs.” We will provide you with a copy of our invoices to be submitted to Verra Mobility so that you can monitor the progress of the case.

Verra Mobility is agreeing to pay only the reasonable and necessary fees and costs incurred by our firm in connection with the Appeal and Related Proceedings. Verra Mobility is not agreeing, and does not by signing the letter agree, to pay the fees and costs of any other law firm in connection with the Appeal or Related Proceedings. Nor is it agreeing to pay fees and costs incurred in matters other than the Appeal and Related Proceedings. To the extent the City and Verra Mobility are to agree on the payment of such other costs, such agreement must be documented in a separate writing.

We have agreed to charge and accept a discounted hourly rate of \$600 for appellate partner, \$500 for partner and \$400 for associate for all time expended by our attorneys. Any paralegal working on the Appeal or Related Proceedings will be billed at an hourly rate of \$250. Those rates are subject to adjustment every October 1. The firm will notify the City and Verra Mobility before implementation of any new rates. The rates multiplied by the time expended on the City’s behalf, measured in tenths of an hour, will be the basis for determining the fee. Should we prevail in the Appeal or the Related Proceedings, you acknowledge that, where permitted, we may seek an award of attorneys’ fees and costs from the court at a higher rate reflecting our standard hourly rates, in addition to any “multiplier” that may be awarded, to be paid by any opposing party or opposing party’s counsel. In the event we receive a court-ordered award of attorney’s fees, that award will be applied first to reimburse Verra Mobility for the fees and costs it has paid on your behalf pursuant to this agreement, with our firm retaining any balance above and beyond that sum.

The firm typically incurs costs in connection with legal representation, which we will do here in accord with Verra Mobility’s Guidelines for Representation by Outside Counsel, which are hereby incorporated into this agreement. Such expenses may also include filing fees, deposition costs, travel, process servers, court reporters, and witness fees. We will customarily include charges for these items in our regular invoices, payable upon your receipt. We normally do not make a separate charge for secretarial work unless there is a situation that requires overtime staff work. In addition, we will not incur significant costs on the City’s behalf without first having consulted with Verra Mobility.

We will provide Verra Mobility and you with statements after the end of every month for work performed and expenses recorded on our books during the previous month. If any statement is not paid when due, then we must reserve the right to suspend performing legal services for you until Verra Mobility has made arrangements satisfactory to the firm for payment of any amounts due and for future services and expenses.

Because Verra Mobility is paying the fees and costs of this representation and because its interests in the Appeal and the Related Proceedings are presently aligned with those of the City, we have agreed to consult with Verra Mobility on the litigation process, including concerning tactics and strategy. While we have agreed to consider Verra Mobility's opinion, Verra Mobility acknowledges that nothing contained herein shall interfere with the firm's exercise of its independent, professional judgment on the City's behalf.

Verra Mobility reserves the right to discontinue the payment of fees and expenses upon seven days written notice to you if your contract with Verra Mobility for red light camera services is terminated, expires without renewal, otherwise fails to remain effective, or is breached by you in any material respect. Verra Mobility will pay all reasonable and necessary fees expenses we incur prior to the expiration of the seven-day notice period. Upon such discontinuance, you may continue to employ our firm as counsel in the Appeal and Related Proceedings, but such employment will be at the City's own expense.

The fees and costs relating to this matter are not predictable with certainty. Accordingly, we have made no commitment to you or Verra Mobility concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

However, because Verra Mobility will not provide an unrestricted authorization to fund the Appeal or Related Proceedings, the parties agree the initial amount of funding Verra Mobility will provide is up to \$75,000 for the Appeal and Related Proceedings (the "Initial Budget Cap"). Upon reaching seventy-five percent (75%) of the Initial Budget Cap (i.e., \$56,250), if the Appeal and Related Proceeding are not yet concluded, we will promptly notify Verra Mobility in writing and provide a revised budget estimate for the remainder of the Appeal and any Related Proceedings. Verra Mobility, the City Attorney and Weiss Serota shall then confer in good faith regarding whether to increase, maintain, or otherwise adjust the Initial Budget Cap. Any increase to the Initial Budget Cap must be agreed to in writing before the firm incurs any additional fees or costs beyond the cap. If Verra Mobility does not agree to an increase, the firm's performance of legal services at Verra Mobility's expense shall cease upon exhaustion of the Initial Budget Cap, with the City having the option to continue the representation at its own expense.

Third party payment. Under the Rules Regulating the Florida Bar, our firm cannot accept compensation from a third-party (here, Verra Mobility) for representing a client (here, the City) unless (1) there is no interference with our independence of judgment or the client-lawyer relationship, (2) information concerning the lawyer-client relationship is kept confidential, and (3)

the client gives informed consent. We do not perceive that our receiving compensation from Verra Mobility will interfere with our independence or the lawyer-client relationship. Both the City and Verra Mobility have a common interest in seeing this Appeal and Related Proceedings succeed and securing the underlying principle that the City's red-light camera program with Verra Mobility is permissible under law. Accordingly, the interests of the City and Verra Mobility appear to us to be aligned with respect to the subject of this engagement.

Further, we do not see any difficulty complying with our obligation to maintain client confidences with respect to this matter. Many of the facts and documents at issue in the Appeal are matters of public record, making the disclosure of confidential information with respect to those facts and documents unlikely. With respect to those matters that are confidential, we believe that they are adequately protected because parties who share a common legal interest may exchange attorney-client communications and work product without waiving that confidentiality where the communications are on matters related to the common interest.

Our duty of representation is first and foremost to the City; and we will advance such positions, arguments and defenses as we, in consultation with you, determine to be in the best interests of the City. Should there come a time when we, in the exercise of our independent professional judgment, determine that the City's interests in the Appeal of the Related Proceedings are not aligned with those of Verra Mobility, we will immediately notify you, as well as Verra Mobility, to resolve any dispute and make a determination as to whether the current arrangement for legal representation may be continued. However, at all times, we will comply with our ethical obligation to safeguard the interests of the City, our client. Should Verra Mobility and the City be unable to reach a satisfactory resolution of any dispute, the City will retain the right, if it so desires, to continue to employ our firm in connection with the Appeal and any Related Proceedings, though such representation may be at the City's sole expense.

If you have any questions about any of the foregoing, please do not hesitate to contact me to discuss them. By signing this letter, you agree that you have been fully informed about our relationship with Verra Mobility and its potential implications for this engagement and that you consent to our representation in light of that knowledge.

Termination of Representation. You may terminate this representation at any time by notifying us. Your termination of our services will not affect Verra Mobility's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

We may withdraw from representation if you fail to fulfill your obligations under this agreement, or Verra Mobility fails to pay our fees and expenses, or as permitted or required under

any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Florida Statutory Provisions

Verification of Employment Eligibility. Verra Mobility and Weiss Serota Helfman Cole & Bierman, P.L. (“Weiss Serota”) represent that they, and any subcontractor thereof, have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute.

Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Verra Mobility and Weiss Serota represent that they have not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that they are not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Verra Mobility and Weiss Serota certify that they are not participating in a boycott of Israel, and are not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. The City may, at the option of the City Commission, terminate this Agreement if Verra Mobility or Weiss Serota have been placed on the Scrutinized Companies that Boycott Israel List, or are engaged in a boycott of Israel. Verra Mobility and Weiss Serota represent that they are, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

Public Entity Crime Act. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Human Trafficking. Verra Mobility and Weiss Serota warrant and represent that they do not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and have provided the City affidavits attesting that they do not use coercion for labor or services as required by Section 787.06, Florida Statutes.

Public Records. To the extent Verra Mobility and Weiss Serota and this Agreement are subject to Section 119.0701, Florida Statutes, Verra Mobility and Weiss Serota shall:

- A. Keep and maintain public records required by the City to perform the services provided hereunder.
- B. Upon request from the City’s custodian of public records, provide the City 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 the term of the Agreement and following completion of the Agreement if Verra Mobility and Weiss Serota do not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Verra Mobility or Weiss Serota or keep and maintain public records required by the City to perform the service. If Verra Mobility and/or Weiss Serota transfer all public records to the City upon completion of the Agreement, Verra Mobility and/or Weiss Serota shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Verra Mobility and/or Weiss Serota keep and maintain public records upon completion of the Agreement, Verra Mobility and/or Weiss Serota shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VERRA MOBILITY OR WEISS SEROTA HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEY SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

Please review this letter carefully and, if it meets with your approval, please sign in the space provided below and return it to me via email so that we may continue our representation. Again, we appreciate this opportunity to be of service. Please do not hesitate to call me if you have any questions.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By: _____
Edward G. Guedes

Accepted and agreed to this ____ day of
_____, 2026.

CITY OF SUNRISE, FLORIDA

By: _____
Tom Moss, City Attorney

Accepted and agreed to this ____ day of _____, 2026.

AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A
VERRA MOBILITY

By: _____
Kristen Young, Deputy General Counsel

Accepted and agreed to this 3rd day of April, 2026.