

HAYGOOD & HARRIS, L.L.C.

ATTORNEYS AT LAW

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June 26, 2006

Ann Iles, Chairperson and
Members of the
Riviera Beach Community Redevelopment Agency
Bank of America Financial Centre
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

Re: Engagement Letter

Dear Chair and Members of the Board:

Thank you very much for giving us the opportunity to represent the Riviera Beach Community Redevelopment Agency (the "Agency"), as Interim General Counsel. We have found it is best to set forth the basic parameters of our new representations in writing. We hope you do not find this overly formal. This letter will serve to confirm our engagement to represent you in regard to this matter.

LEGAL FEES

You hereby agree to pay Haygood & Harris, LLC, at a rate of \$265.00 per hour for all legal services performed in this matter. J. Michael Haygood will be responsible for all legal services provided under this engagement. We reserve the right to modify the hourly rates in the future upon thirty (30) days notice to you, but will not modify the rate from one year from the date of engagement. You will be billed monthly by way of an itemized statement reflecting the legal work performed. The monthly bills issued will include a breakdown of attorney fees and costs incurred during the monthly billing period and shall reflect any payment made by you to the account. You agree to immediately pay any and all invoices as they are received from the firm.

COSTS

You are responsible for, in addition to legal fees for work performed, all costs for matters for which the Firm renders legal services on behalf of you, including, but not limited to, travel expenses, filing fees, research costs, postage, telephone toll calls, and photocopying expenses.

1551 Forum Place., Suite 400B, West Palm Beach, Florida 33401
Telephone: (561) 684-8311 • Fax (561) 684-9380

CHARGEABLE TIME

Our hourly rates include all time spent on matters on behalf of you including, but not limited to, telephone conferences, drafting of documents and agreements, meetings (portal to portal), research, travel, correspondence and the like.

REASONABLENESS OF FEES

If, at any time, you believe our interim periodic hourly bills are not fair and reasonable, you must notify me within ten (10) days of the date of the complained invoice, and together we will review the invoice. If no notice is received, it is understood that the invoice is accepted as correct, accurate, fair and reasonable.

If the terms described above are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

Again, thank you for the opportunity to represent you and we look forward to a mutually satisfactory relationship.

Sincerely,

Haygood & Harris, PLLC

By: 

J. Michael Haygood, P.A.

I HAVE REVIEWED THE ABOVE AGREEMENT AND HAVE AGREED TO
AND ACCEPTED THE TERMS THEREIN

Riviera Beach Community
Redevelopment Agency

By: 

Name: Ann Iles

Title: Chairperson