

Bell & Roper, P.A.
ATTORNEYS AT LAW

MICHAEL M. BELL
DAVID B. BLESSING
MICHAEL H. BOWLING
ANNA E. ENGELMAN
CHRISTOPHER R. FAY
JOHN M. JANOUSEK
MAI M. LE

2707 EAST JEFFERSON STREET
ORLANDO, FLORIDA 32803
TELEPHONE (407) 897-5150
FACSIMILE (407) 897-3332
E-mail: office@bellroperlaw.com
www.bellroperlaw.com

FRANK M. MARI
MICHAEL J. ROPER
DALE A. SCOTT
SHERRY G. SUTPHEN
JOSEPH D. TESSITORE
DANI S. THEOBALD
CINDY A. TOWNSEND

Attorney County Communication
Attorney Work Product
Privileged-Confidential

July 5, 2017

VIA E-MAIL

Chief Diane Hobley-Burney
City of Fort Pierce Police Department
920 South U.S. Highway 1
Fort Pierce, FL 34950

Re: Holmes and MacNaught v. City of Fort Pierce, Florida
Claimants: Officer Ralph Holmes and Sergeant Brian MacNaught
Date of Incident: 05/05/17
Employment Arbitration Matter
Our File No.: 052-003

Dear Chief Hobley-Burney:

It was a pleasure speaking with you regarding the above referenced matter. As I advised, our firm would be happy to serve as counsel to the City of Fort Pierce. Pursuant to our discussion you indicated that you have been authorized by the City to retain counsel on behalf of the City in this matter. This letter, if signed below, will confirm the terms of our engagement. It also provides information concerning our fees, billing, and collection policies, and other terms which will govern our attorney-client relationship. We do not wish to be overly formal, but have found it helpful to confirm the nature and terms of our representation at the outset. Of course, we welcome any questions as to the terms below, or any aspect of the attorney-client relationship.

Communication: We believe communication is essential to the attorney-client relationship and our efforts on behalf of the City of Fort Pierce. In this regard,

we will endeavor to provide the City with regular status updates and will otherwise inform you of key events or occurrences throughout the course of this litigation and our representation. Of course, we welcome any feedback, questions, or other communications at any time and fully encourage the same.

Staffing Philosophy: The attorneys that will work on this file will be Joseph D. Tessitore and Cindy A. Townsend, along with associate attorneys on an as needed basis. We will endeavor to staff the case economically and efficiently to ensure that a balance is struck between the efficiency which a more experienced lawyer may bring to the task and the advantages of having the task performed by an associate or paralegal.

Billing: Our hourly rates for work performed by members of the firm on this matter are as follows: \$225/hour for partners, \$180/hour for associates, and \$95/hour for paralegals. We bill our time in 1/10 hour increments (6 minutes). We prepare and submit our bills on a monthly basis. We charge for all time spent representing the City's interests, including but not limited to: telephone calls and conferences with your representatives, co-counsel, opposing counsel, consultants (if any) and others; conferences amongst our legal and paralegal personnel; legal research; responding to requests for information; preparation of letters, pleadings and other documents; attendance at depositions, hearings, meetings, mediations, closings, trials, and other proceedings; and travel. Our rates are then applied to each task. Our invoices will be itemized and include a brief description of the task, the amount of time spent on the task, and the total fee for the task. Each invoice is payable upon receipt. Should we receive a payment at a time when more than one invoice is outstanding, we will apply that payment to the oldest, outstanding bill. We will submit our monthly bills directly to whomever the City designates via E-Mail.

Costs: The City will be responsible for all reasonable charges and costs we incur in the course of this representation and will be responsible for reimbursing us for any actual costs advanced on the City's behalf. We are committed to remaining at the cutting edge of computer and communications technology so as to provide you with a competitive advantage. Our charges will include, but are not limited to: charges for copying (\$0.15 per page); messenger services; computer research

Chief Hobley-Burney
July 5, 2017
Page 3 of 4

services; airfare (business class), car rental, lodging, and meals for out-of-town trips; and court filings. These charges may also include any applicable sales or service tax. Receipts will be provided upon request.

Completion of Representation: Upon completion of the matter to which this representation applies, or otherwise upon the earlier termination of our relationship, the attorney-client relationship will end unless we have expressly agreed to a continuation with respect to other matters. Retention of our firm is, of course, terminable at will. However, termination of our services will not relieve the City's obligation to pay fees and expenses incurred prior to termination.

Again, we sincerely appreciate your confidence in our firm and look forward to serving as counsel for the City of Fort Pierce. If the above is acceptable, please sign below and return a copy of this letter to us for our file in order to finalize our retention. Once retained, we are available to assist you in any way regarding this matter.

We thank you for your kind consideration of our firm and look forward to working with you.

Sincerely,



Joseph D. Tessitore

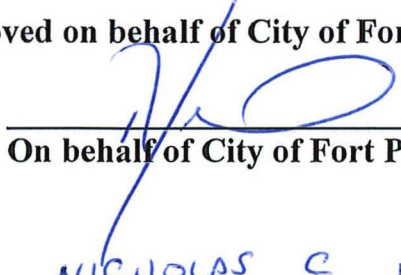
JDT/kc

Cc: James Messer, Esquire, City Attorney, City of Fort Pierce, Florida
Nicholas Mimms, City Manager, City of Fort Pierce, Florida
Sheritta Johnson, City Risk Manager, City of Fort Pierce, Florida

Chief Hobley-Burney
July 5, 2017
Page 4 of 4

Signed and approved on behalf of City of Fort Pierce:

Signature:


On behalf of City of Fort Pierce

Date:

7/12/17

Print Name:

NICHOLAS C MINNIS

Title/Office:

CITY MANAGER



THE SUNRISE CITY
FORT PIERCE
RISK MANAGER

Florida

TO : Nicholas C. Mimms, P.E., City Manager
FROM : Sheritta Johnson, Risk Manager 
RE : Legal Representation for Holmes and MacNaught v City
DATE : July 11, 2017

Per my conversation with Florida League of Cities today, the above referenced matter at its current level, administrative, does not qualify for legal representation; however, if this matter is resolved during the internal phase back pay is afforded.

In contrast, if unresolved at the administrative level and a suit is filed, standard policy coverages are applicable which includes legal representation.

If you have any questions, please contact this office.

cc: Diane Hobley-Burney, Police Chief

CHIEF
BASED UPON THIS UPDATE
FROM THE RISK MANAGER
WE WILL PROCEED WITH
THE ACQUISITION OF EXTERNAL
LEGAL SERVICES

7/11/17