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January 22, 2020

**ATTORNEY CLIENT COMMUNICATION
PRIVILEGED – CONFIDENTIAL
ATTORNEY WORK PRODUCT**

(via e-mail)
Christine Valliere, Esq.
Assistant County Attorney, Brevard County
2725 Judge Fran Jamieson Way, Bldg. C
Viera, FL 32940

Re: Waters Mark Development Enterprises, LC v. Brevard County
Case no.: 05-2014-CA-41947
Court: Fla. Circuit Court, 18th Jud. Circuit, Brevard
Our file no.: County 026-768

Dear Christine:

Preferred Governmental Claims Solutions (“Preferred”) recently issued two letters concerning coverage issues as to the above matter. Preferred states it was obligated to cover defense costs up to \$100,000, as this matter involves a Bert J. Harris, Jr., Private Property Rights Protection Act (“Harris Act”) claim. Preferred states our firm, working on the County’s behalf pursuant to our retention by Preferred, has reached the coverage limits, including the \$50,000 self-insured retention.

Based on such exhaustion of coverage, as to continued legal representation, the County has the following options: 1) retain our firm independently to continue litigating this matter on the County’s behalf; 2) have the County Attorney’s office assume handling of the County’s defense; or 3) hire another attorney or firm to defend the County.

Our firm would be happy to continue working on the County’s behalf. If the County wishes to retain our continued services, this letter, if signed below, will confirm our engagement. It also provides information concerning our fees, billing, and collection policies, and other terms which will govern our relationship if the County wishes to retain us. We do not wish to be overly formal, but have found it helpful to confirm the nature and terms of our representation. 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 your behalf. In this regard, we will endeavor to provide you 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.

Billing: For our services, we would offer the County our firm's governmental defense rate which we have been charging to Preferred: \$180/hour for partner time, \$145/hour for associate time, and \$85/hour for paralegal time. We bill our time in 1/10-hour increments (6 minutes). We prepare and submit our bills for payment on a monthly basis. We charge for all time spent representing client 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 client requests for information; preparation of letters, pleadings, and other documents; attendance at depositions, hearings, 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, and any unpaid balance not paid within thirty (30) days of the billing date may incur interest at a rate of 1.5% per month. 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.

Costs:¹ The County will be responsible for all charges we incur in the course of this representation, and will be responsible for reimbursing us for any actual costs advanced on your behalf. We will generally front case costs, and will seek reimbursement from you through our monthly bills. However, we may forward larger cost bills and invoices (e.g., expert witness invoices, mediator invoices) to you for payment directly to the vendor. We are committed to remaining on 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); facsimiles; messenger services; long distance telephone calls; computer research 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.

Potential for Conflicts of Interest: Our firm represents a variety of governmental entities and officers, and private entities and individuals, throughout the state. As to governmental clients we are currently handling a number of matters similar to this litigation on behalf of counties, cities, law enforcement agencies, water management districts, and the like, numerous civil rights cases in defense of such entities, and various other civil matters (e.g., commercial litigation, personal injury defense). Presently, we have not identified, and do not foresee, any conflicts of interest which could impact our ability to represent the County. But, should we become aware of the same, we will immediately and fully inform you of the same, and take any actions necessary to first and foremost protect your interests, and the interests of any third parties.

¹ As of Preferred's notification to us as to exhaustion of coverage, a balance of \$18,558.66 was owed to our retained expert appraiser John Robinson. On November 7, 2019, we submitted Robinson's October 2019 invoice (\$25,118.15) to Preferred for payment. It appears Preferred issued a partial payment to Robinson, on or about January 10, 2020, of \$6,559.49.

Christine Valliere, Esq.

January 22, 2020

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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. Your retention of our firm is, of course, terminable at will. However, termination of our services will not relieve your obligation to pay fees and expenses incurred prior to termination.

"Legal Services with Outside Counsel" policy: You have provided us with a copy of County Policy BCC-36 concerning "Legal Services with Outside Counsel." Should the County finalize our retention, we agree to abide by the requirements of Policy BCC-36.

* * *

Again, we sincerely appreciate the County's confidence in our firm, and look forward to continuing to work with you and the County, if that is the County's desire. If the County indeed wishes to finalize our retention, please have a duly authorized representative sign below where indicated and return a copy of this letter to us.

We thank you for your attention to this matter.

Sincerely,



Dale A. Scott

DAS/eh

cc: Jad Brewer, Esq., Assistant County Attorney (via e-mail)
Julie L. Jones, Risk Manager, Brevard County (via e-mail)

Signed and approved on behalf of Brevard County:

Signature: _____

Date: _____

Print Name: _____

Title/Office: _____