

Susan Phillips

From: Maggie Mooney-Portale - Persson & Cohen [mportale@swfigovlaw.com]
Sent: Tuesday, December 09, 2014 9:40 PM
To: James L. Brown; Jack Duncan; Phillip Younger; Lynn Larson; Terry Gans; Patricia Zunz; Irwin Pastor
Cc: Dave Bullock; Trish Granger; Anne Ross; Susan Phillips
Subject: Longboat Pass Bridge / FDOT and Others
Attachments: Retainer Agreement - Longboat Pass Bridge (00852023).PDF

******* Please do not reply all to this email. *******

Mayor Brown and Town Commissioners –

As you may recall, at last week's Town Commission meeting I advised you that the Town received a notice of a claim from the FDOT's contractor (Infrastructure Corporation of America) alleging that the Longboat Pass Bridge was damaged by the Town's contractor performing directional boring activities near the bridge. Since receipt of that notice, the Town Manager and I have been working on assembling a team to defend the Town's interest should this alleged claim lead to litigation.

Accordingly, at tomorrow's Special Meeting, I will request that the Town Commission consider the inclusion of an additional item on the agenda relating to the engagement of special litigation counsel associated with the above claim. Should this item be added to the agenda, I will ask the Town Commission to consent to the engagement of attorney Philip Hammersley with the Sarasota law firm of Norton, Hammersley, Lopez & Skokos to serve as special litigation counsel in this matter. Attached is a copy of Mr. Hammersley engagement letter and a summary of his credentials. Mr. Hammersley has extensive trial, construction law, and complex litigation experience. A link to Mr. Hammersley's website and his background is available at: <http://nhlslaw.com/sarasota-attorney/philip-n-hammersley>

Please understand that the engagement of special litigation counsel will not end our efforts to seek litigation coverage and defense from the Town's insurer. However, due to the complexity involved in this potential litigation and the upcoming holidays, the Town Manager and I believe it is advisable to engage special counsel at this point in time.

Should you have any questions about this email and request, please do not hesitate to contact me.

Thank you,
-Maggie

Maggie D. Mooney-Portale, Esq.
Persson & Cohen, P.A.

John M. Compton
Also licensed in Alabama

Philip N. Hammersley
Certified Circuit
Court Mediator

Erik M. Hanson

Eric R. Hoonhout

Michael P. Infanti

Darren R. Inverso

E. John Lopez
Board-Certified Wills,
Trusts & Estates
Board-Certified Taxation

J. Derrick Maginness

Sam D. Norton
Board-Certified
Real Estate

Peter Z. Skokos

December 9, 2014



Town of Longboat Key
Attention: Dave Bullock, Town Manager
Town Hall
501 Bay Isles Road
Longboat Key, FL 34228

Re: Longboat Pass Bridge / FDOT and Others

Dear Mr. Bullock:

I appreciate the confidence that you have shown by retaining our law firm to represent the Town of Longboat Key ("Town") with regard to the above-referenced matter and related issues. We have agreed to represent the Town under the terms set forth in this letter. These terms will constitute the terms of our retainer agreement.

The obligation to pay our fees in connection with this matter will be based on the amount of time that is devoted to this matter. My hourly rate and the rate of other partners is \$395.00, associate attorneys who work on the file will bill from \$200.00 to \$300.00 (dependent upon experience), and \$175.00 for paralegals. The fees will be computed based on increments of one-tenth of the hour. We reserve the right to increase our billing rates on an annual basis. If our rates are increased, this usually occurs in January. You will be notified accordingly. Each month, we will render a statement providing a narrative explanation of the services performed, the time involved, and the resulting fee for each charge. In addition to the fees, the Town will be responsible for paying all of the costs and expenses which we incur in our efforts. The minor cost items will also be detailed in our monthly invoices.

This letter will also serve as confirmation that no retainer is required at this time. We reserve the right to request a retainer in the future. Monthly bills will need to be paid on a monthly basis. We also reserve the right to request a trial retainer, if litigation is filed, and a trial is set.

We will invoice the Town each month for the attorneys' fees and costs incurred for the month prior to the invoice. In the event that the account is not paid in full within thirty (30) days, we reserve the right to charge interest at eighteen percent (18%) per annum for the unpaid balance. Failure to keep the account current, or to maintain, replenish or increase any retainer, will be considered an irreconcilable conflict and will constitute grounds for our withdrawal as the attorneys in this matter. Of course, the Town has the right to terminate

our employment at any time, subject to your agreement to pay our fees and any costs advanced by our firm.

If there are any questions regarding any attorney fee charges or costs incurred, or the application of any payments, please do not hesitate to contact me or our bookkeeping department. Obviously, we do not charge our clients when we are discussing legitimate questions concerning our billings.

It is also our firm policy not to advance significant cost items. It is our policy to forward invoices for such charges directly to you for payment. We will forward them under cover of our letter requesting a check for the cost to be made payable to the service provider and to be returned to us. When you return the check to us, it will enable us to make sure that payment has been made to the service provider, and will allow us to keep track of all of the costs incurred in this matter. These invoices will be forwarded without markup or service charge. We will not charge for our time incurred in forwarding these invoices to you. Failure to remit payment for any such charge within fifteen (15) days of your receipt of our letter will also constitute an irreconcilable conflict permitting us to withdraw as the attorneys in this matter.

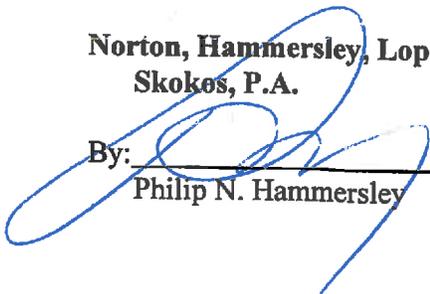
Please review these terms, and if you agree, please have this retainer letter signed and dated by the persons listed below, and return it to me as soon as possible.

Once again, I thank you for the confidence you have shown in retaining us, and we look forward to working with you.

I understand and acknowledge that my engagement is subject to the approval of the Town Commission.

Yours very truly,

**Norton, Hammersley, Lopez &
Skokos, P.A.**

By: 

Philip N. Hammersley

PNH/nlm

I have reviewed the above retainer agreement and agree to the terms and conditions therein.

ATTEST:
As to Town of Longboat Key, Florida

TOWN:
As to Town of Longboat Key, Florida

By: _____
Trish Granger, Town Clerk

By: _____
Dave Bullock, Town Manager

Date: _____

Date: _____

Seal:

Review of Contract as to Form:

By: _____
Maggie Mooney-Portale, Esq., Town Attorney



Philip N. Hammersley is a senior partner and member of our Trial Practice and Dispute Resolution Group. He practices primarily in the areas of complex construction, commercial and real property litigation. He is also a Florida Supreme Court Certified Mediator. A 1975 graduate of the University of Florida, he earned a Bachelor of Science in Business Administration, with a major in Economics. He received his Juris Doctor Degree from the University of Florida College of Law in 1978.

Mr. Hammersley has handled a multitude of varied construction, commercial and real estate litigation and arbitration matters through mediation, trial and appeal. He has represented contractors, subcontractors, materialmen, design professionals, owners, developers, landlords, tenants, and lenders in all phases of dispute resolution. These matters have involved commercial, condominiums, multi-unit, single family residences, and many areas of real property law.

Mr. Hammersley is admitted to practice in all Florida state courts, the United States Federal Courts for the Southern and Middle Districts of Florida, the United States Court of Appeals, Eleventh Circuit and the United States Supreme Court. Mr. Hammersley has an AV Rating* by Martindale-Hubbell, which is the highest Peer Review Rating attainable.

He has served on the Florida Bar Committee on the Code and Rules of Evidence, and has also served the Sarasota County Bar Association in various capacities, including Director of the Young Lawyers' Section (1983 and 1984) and Treasurer (1995 and 1996) and President of the Bar Association for the 1999-2000 year. He has served as a member on the Board of numerous non-profit organizations, including the YMCA Children & Youth Services Board and the Argus Foundation.

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Philip N. Hammersley
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Name:	Philip N. Hammersley	Peer Review Rated
Job Title:	Shareholder	Client Review Rated
Organization:	Norton, Hammersley, Lopez & Skokos, P.A.	Documents
Practice Areas:	Construction and Surety Law; Construction Litigation and Arbitration; Commercial Litigation; Mediation; Probate Litigation; Real Property	
Office:	Sarasota, Florida (Sarasota Co.)	
Peer Review Rating:	AV® Preeminent™ 5.0 out of 5	
Client Review Rating:	Rated 2.5 out of 5	
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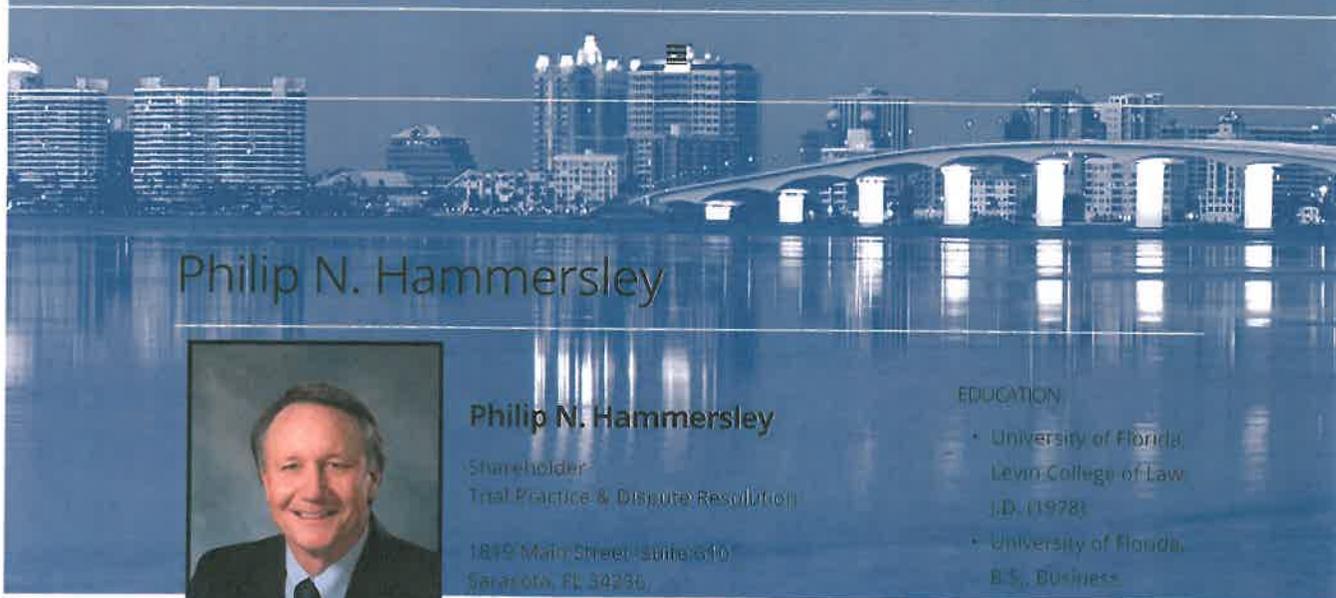


(<https://www.linkedin.com/company/3073624>)

Norton Hammersley

Norton, Hammersley, Lopez & Skokos, P.A.

[\(HTTP://NHLSLAW.COM/\)](http://nhlslaw.com/)



Philip N. Hammersley



Philip N. Hammersley

Shareholder
Trial Practice & Dispute Resolution

1849 Main Street, Suite 610
Sarasota, FL 34236

(941) 954-4691
phammersley@nhlslaw.com

[Download vCard](#)
(<http://nhlslaw.com/vCards/PhilHammersley.vcf>)

EDUCATION

- University of Florida, Levin College of Law, J.D. (1978)
- University of Florida, B.S., Business Administration & Economics (1975)

BAR ADMISSIONS

- Florida
- Florida Supreme Court Certified Mediator
- United States District Court, Middle District of Florida
- United States District Court, Southern District of Florida
- United States Court of Appeals, Eleventh Circuit

Philip N. Hammersley is a Shareholder and a member of our trial practice and dispute resolution group. He practices primarily in the areas of complex construction, commercial and residential real property litigation as well as trust and property disputes. He is also a Florida Supreme Court Certified Mediator.

A 1975 graduate of the University of Florida, he earned a Bachelor of Science in Business Administration, with a major in Economics. He received his Juris Doctor Degree from the University of Florida College of Law in 1978. Mr. Hammersley has handled a multitude of varied construction, commercial and real estate litigation and arbitration matters through mediation, trial and appeal.

He represents contractors, subcontractors, materialmen, design professionals, owners, developers, landlords, tenants, lenders, trustees, personal representatives and beneficiaries in all phases of dispute resolution. These matters have involved commercial disputes, condominiums, multi-unit, single family residences, and many areas of real property law. Mr. Hammersley is admitted to practice in all Florida state courts, the United States federal courts for the Southern and Middle Districts of Florida, the United States Court of Appeals, Eleventh Circuit and the United States Supreme Court. Mr. Hammersley has had an AV Rating from Martindale-Hubbell for over 20 years, which is the highest peer-review rating available.

He has served on the Florida Bar Committee on the Code and Rules of Evidence, and has also served the Sarasota County Bar Association in various capacities, including Director of the Young Lawyers' Section (1984 and 1989), Treasurer (1995 and 1996) and President of the Sarasota County Bar Association for the 1999-2000 year. He has served as a member on the Board of numerous non-profit organizations, including the YMCA Children & Youth Services Board, the Argus Foundation, and the Education Foundation of Sarasota County.

- United States Supreme Court

PROFESSIONAL ASSOCIATIONS

- The Florida Bar
- Sarasota County Bar Association

COMMUNITY INVOLVEMENT

- Board Member; Education Foundation of Sarasota County.
- Co-Chair; Development Committee of Education Foundation of Sarasota County.
- Member; Governance Committee of Sarasota Foundation.
- Board Member and Past Board Member; YMCA Children & Youth Services.
- Past Board Member; Argus Foundation.
- Club Counsel; Sarabay Country Club.

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