

## M E M O R A N D U M

Date: March 15, 2016

**TO:** MAYOR DUNCAN AND TOWN COMMISSIONERS

**CC:** Dave Bullock, Town Manager

**FROM:** Maggie D. Mooney-Portale, Town Attorney

**SUBJECT:** Request for Consent to Appointment of Lewis, Longman & Walker As Special Counsel for Legal Representation of the Town in Pension Matters Associated with Collective Bargaining Negotiations

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Article VI (Sec. 2) of the Town Charter provides that the Town Attorney may appoint qualified attorneys to represent the interest of the Town with the “advice and consent” of the Town Commission.

From time to time, the Town Commission and Town Manager may need pension advice during the course of collective bargaining negotiations with the Firefighter and Police bargaining units. While the Town utilizes Reynolds Allen with the law firm of Allen, Norton & Blue to provide labor counsel during such negotiations, questions relating to pension law implications require more specialized expertise. Jim Linn of the law firm of Lewis, Longman & Walker was contacted to provide special counsel legal representation to the Town in pension law matters associated with collective bargaining negotiations. A copy of the March 3, 2016, engagement letter with Lewis Longman & Walker is attached.

The Town Attorney and Town Manager request the Town Commission ratify, approve and consent to the engagement of Jim Linn with the law firm of Lewis, Longman & Walker to serve as special counsel in pension matters associated with collective bargaining. This item was placed on the March 23, 2016 Regular Workshop Agenda and forwarded to the April 4, 2016 Regular Meeting Consent Agenda for formal action. Approval of the Consent Agenda will designate Mr. Jim Linn of the law firm of Lewis, Longman & Walker to provide the special counsel legal services described herein.



REPLY TO: TALLAHASSEE

March 2, 2016

Mr. David Bullock  
Town Manager  
Town of Longboat Key  
501 Bay Isles Road  
Longboat Key, FL 34228

CONFIDENTIAL  
ATTORNEY/CLIENT  
PRIVILEGED

Re: Legal Representation of Town of Longboat Key—Pension Matters Associated with  
Collective Bargaining Negotiations

Dear Mr. Bullock:

On behalf of the law firm of Lewis, Longman & Walker, P.A., thank you for the opportunity to work with you on the above matter. The terms and conditions of our representation are outlined below.

- Services. Lewis, Longman & Walker, P.A. will provide advice and representation on pension matters. I will be the shareholder in charge of this matter and will be primarily responsible for providing and supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. Jennifer Cowan, an attorney in our Bradenton office who works with me on pension matters, will be working with me on this matter. We will use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed in your best interests.
- Professional Fees. Jennifer Cowan and I will be the primary attorneys working on your matter. My discounted hourly rate for governmental matters is \$295.00, and Jennifer's discounted governmental rate is \$235.00. We may assign work to other attorneys or paralegals within the firm, depending on who can best do the work in the most efficient

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Mr. David Bullock  
March 2, 2016  
Page 2

manner. The hourly rates for attorneys range from \$185.00 to \$295.00 per hour. The hourly rates for paralegals/law clerks range from \$125.00 to \$160.00 per hour. These rates will be in effect through December 2016 and may be modified annually thereafter in January of each subsequent year. We will provide you with our new rates along with the Firm's statement of services rendered in January of each year.

3. Costs and Expenses. The firm charges for costs and expenses incurred on your behalf for this representation. Attachment 1 sets forth the most commonly incurred costs and expenses. We may advance these costs and seek reimbursement in our billings or we may at our discretion require you to deposit these costs with us before the costs are incurred.

4. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter, less any retainer amounts applied against these services and expenses. You agree to pay the amount of each statement in full within twenty (20) days of the billing date. Should you question or dispute any items or any statement, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the billing date, and we will assume you do not have any dispute if we do not hear from you in that time. Any amounts remaining unpaid for more than thirty (30) days from the date of billing shall bear interest at the rate of twelve (12%) percent per annum, compounded daily, until paid.

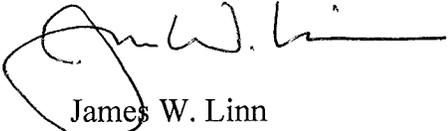
5. Client Documents. During the course of your matter, you may be required to provide to us documents such as pension plan documents, actuarial reports, etc. We will hold these records during the pendency of this matter. At the conclusion of this matter, you may contact us and make arrangements for the return of your records. It is your responsibility to secure the return of your records. We will retain the balance of your file for an appropriate time period. If arrangements are not made for the return of your records within six (6) years following the conclusion of your matter, they will be destroyed according to the guidelines set out in our Records Retention Policy. Notwithstanding the foregoing, the Firm's records associated with this engagement and/or any records made or received by the Firm from the Company may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. To the extent such records are a public record that are not otherwise exempt or immune under applicable state or federal laws, the Firm shall comply with all public records requirements provided for in such laws. This shall include the obligation to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all applicable public records to the Town at the conclusion of the engagement as provided for in Section 119.0701, F.S.

We sincerely thank you for choosing our firm to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the

Mr. David Bullock  
March 2, 2016  
Page 3

bottom of the letter, return the original to me, and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.

Sincerely,



James W. Linn  
JWL/es  
Enclosure

Attest:  
As to Town of Longboat Key, Florida

**TOWN:**  
**Town of Longboat Key, Florida**

\_\_\_\_\_  
Trish Granger, Town Clerk

By: \_\_\_\_\_  
David R. Bullock, Town Manager

Review as to Legal Form and Correctness

\_\_\_\_\_  
Maggie Mooney-Portale, Esq., Town Attorney

Date: \_\_\_\_\_

**ATTACHMENT 1**

<b>Cost/Expense</b>	<b>Typical Charges</b>
Computer Research	Actual usage + proportionate share of base subscription.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: Actual telephone charge + \$1.25/page. Incoming: No charge
Photocopying	Inside copies: \$0.10/page Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge
Telephone Charges	Actual long distance and cellular charges + proportionate share of base subscriptions.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for business class. ..... Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.



**End of Agenda Item**