

**NELSON  
HESSE LLP**  
ATTORNEYS AT LAW

F. STEVEN HERB \*  
GARY W. PEAL  
ROBERT K. ROBINSON \*\*+++  
OMER CAUSEY +  
PRESTON DEVILBISS, JR. \*+  
SARAH BLACKWELL

+ Of Counsel  
+ + Also licensed in GA

2070 Ringling Boulevard  
Sarasota, Florida 34237

Telephone (941) 366-7550  
Telefax (941) 955-3708

[www.NelsonHesse.com](http://www.NelsonHesse.com)

RICHARD E. NELSON  
(1930-2002)

ROBERT L. HESSE  
Retired

\*Certified Circuit Court Mediator

\*\*Board Certified City, County  
and Local Government Law

June 9, 2014

Jonathan Lewis  
City Manager  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286

Dear Mr. Lewis:

On behalf of the law firm of Nelson Hesse LLP, thank you for the opportunity to represent the City of North Port on the matters described below, and to act as an historical resource on legal matters that concern the City. The terms and conditions of our representation are outlined below:

1. **Services.** Beginning September 1, 2014, Nelson Hesse LLP ("Nelson Hesse") will provide advice and representation to the City on litigation, employment, procurement, labor, Sunshine, public records, ethics, risk, torts, contracts, utilities, land use, zoning, board counsel, general government matters, real estate closing, code enforcement hearing officer and as assigned as special and backup counsel to the appointed City Attorney. Robert Robinson will be the partner in charge and will be primarily responsible for providing and supervising the legal services required. We anticipate that Sarah Blackwell will in all likelihood also provide services. Other firm attorneys may provide services from time to time. 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 the City's best interests. We will work under the supervision of and as requested by the appointed City Attorney. In order to receive the discount in paragraph 2, Nelson Hesse shall have a right of first refusal as to all legal work which the North Port City Attorney's Office is unable to provide for any reason, including but not limited to conflicts of interest, limited resources, availability or competency. This right of first refusal shall not apply to pension or bond matters. In the event Nelson Hesse declines to provide the services for a particular matter for any reason, North Port may seek other counsel for that particular matter.

2. **Professional fees.** We will bill our services at an hourly rate of \$275 for attorneys and \$125 for paralegals. We will not bill hourly for travel time within Sarasota County. For every 100 hours of attorney services provided in a calendar month, 10 hours will be provided at no cost. For example, if we provide 125 hours of services, we will bill for 115 hours. If we provide 250 attorney hours, we will bill for 230 hours.

3. **Costs and Expenses.** In addition to our fees, costs may be incurred on behalf of the City. Typical costs include filing fees, photocopying, long distance telephone calls, database searches, courier services, postage and express mail, and travel, among others. The City authorizes us to expend those costs (whether listed above or not) which we deem reasonably necessary for us to adequately perform the necessary services for the City and the City agrees to reimburse us promptly for such expenditures.

4. **Billing and Payment.** The City will be billed for legal fees, costs or both incurred in connection with this matter or other matters on a monthly basis. The City agrees to pay the amount of each invoice in full within thirty (30) days of the invoice date. Should the City question or dispute any items or any invoice the City agrees to notify us in writing of any such question or dispute within fifteen (15) days of the invoice date. The City's failure to so notify us of any question or dispute shall be considered its acceptance of the invoice in full.

5. **Document Retention.**

**Client Documents Submitted To Us.** We will return any original documents City submits to us after they are no longer needed for the representation. After the matter is concluded we will review our files for such original documents and then return them. Nevertheless, please keep copies of all original documents you send us.

**Client Documents Relating To Litigation.** If a matter is in litigation, or litigation is anticipated, please do not destroy any documents or physical thing connected in any way with the dispute. If you have a program of regularly destroying old documents, please suspend it with respect to any documents that may be associated with the matter. This includes electronic records, such as emails and texts.

**Our Document Retention.** After a matter is concluded, our policy is to return original client documents; destroy duplicates, drafts, non-essential or interim pleadings, depositions and discovery, incidental correspondence, and the like; store the remaining file at a secure off-site facility for 6 years, and destroy the file after 6 years with no further notice. Please let us know if you want us to deliver any part of the file to you after the matter is concluded.

6. **Assignment.** Nelson Hesse retains the right to assign this agreement at any time and in its sole discretion to any entity of which Mr. Robinson is a member or partner. Written notice shall be provided to the City of any such assignment.

7. **Construction and Amendments.** The rights, obligations and remedies of the parties under this agreement shall be governed by the laws of the State of Florida. This agreement may only be amended in a writing executed by the parties.

8. **Termination.** Either party may terminate this agreement for any reason upon 90 days written notice to the other party.

We sincerely thank you for choosing Nelson Hesse to assist the City during its transition to an in-house city attorney's office. If you agree with the foregoing terms and conditions, please have an authorized representative sign one copy on behalf of the City and return it to me.

Sincerely,

NELSON HESSE LLP



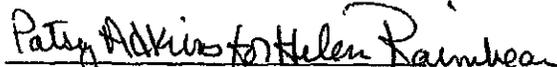
Robert K. Robinson

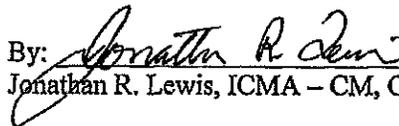
For the Firm

Acknowledged and agreed to this 10<sup>th</sup> day of JUNE, 2014.

CITY OF NORTH PORT, FL

Attest:

  
Helen Raimbeau, MMC, City Clerk

By:   
Jonathan R. Lewis, ICMA - CM, City Manager