



fisherphillips.com

June 13, 2018

Mr. Jason E. Brown  
County Administrator  
Indian River County  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

Re: *Legal Services – Labor & Employment Matters*

Dear Mr. Brown:

This will confirm the agreement between our law firm, Fisher & Phillips LLP, and Indian River County for this firm to represent the County in labor and employment matters.

Fisher & Phillips LLP is one of the oldest and largest firms in the nation engaged exclusively in the practice of labor and employment law, representing management. It has always been our philosophy to provide efficient, specialized services in the labor and employment area at rates comparable to or below those of our competitors and most general practice firms. We believe having a reputation for providing high-quality work at reasonable rates is much more beneficial in the long run than charging the maximum going rate for our kind of services.

As you know, we have, for a number of years, provided the County legal services at the hourly rate of \$265 for attorneys. Effective October 1, 2018, our hourly rates will increase to \$280 for attorneys.

We charge for long distance telephone calls, travel costs, photocopying, courier services, express delivery, facsimile transmissions, computer-aided legal research, and similar items connected with our handling your work. Ordinarily, these amounts will be set forth separately on your billing statement. Please let us know if you have any questions about the way we compute non-fee charges.

Also, sometimes we must incur third-party charges on our client's behalf, such as for process servers, court reporters, interpreters or translators, outside printing or copying, expert witnesses or consultants, and the like. Our policy is to forward all invoices from third-party vendors to our client for direct payment. The County agrees to pay these invoices no later than 30

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**Fisher & Phillips LLP**

Atlanta • Baltimore • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston  
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • Orlando • Philadelphia  
Phoenix • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

days following your receipt of them, and acknowledges that its failure to pay any such invoice will constitute a default of this agreement.

Our practice is to send bills on a monthly basis. Our statements generally cover fees and expenses incurred through the end of the prior month, although sometimes fee totals or charges might not be immediately available for one reason or another and will therefore be billed later. This is particularly true at the end of a case. We expect our statements to be paid within 30 days of receipt. If the County ever has a question about an invoice, it should contact us promptly to discuss it.

If for any reason the County finds itself unable to pay a statement within 30 days after receipt, please call us promptly so that we can discuss it. We do reserve the right to withdraw from our representation of the County in the event any statement remains unpaid for more than 60 days. Also, if it ever should be necessary for us to resort to legal action to collect our fees and expenses, it is agreed that the prevailing party shall recover its reasonable attorney's fees and costs in connection with any such action.

We will bill the County for the time we spend working on its legal matters. It is important that the County understands that while we will always seek the most expeditious and economical resolution to the various legal problems we handle on its behalf, we cannot guarantee any specific result. Particularly where litigation and other contested matters are involved, there are many variables that determine whether a particular party will prevail. Unless we specifically enter into a separate express contingency fee arrangement with the County on a specific matter, our fees are not based on contingencies and are due and payable regardless of the outcome of the matter at issue.

We reserve the right to stop performing services and to withdraw from the County's representation if it fails to cooperate with us or follow our advice, if we determine that the County has made material misrepresentations to us, or if the County fails to pay our fees or expenses incurred on its behalf. The County agrees that we may withdraw from the representation under these circumstances, subject to court approval where that is required.

Clients and attorneys must communicate effectively with one another to exchange information and to discuss developments and possible courses of action. We will keep the County informed as developments occur and will consult with the County as to the appropriate steps to take. We also ask that the County keep us informed of its objectives and wishes and that, if we ask for specific information or for instructions necessary to adequately carry out our representation, the County will respond accurately, completely, and as quickly as possible.

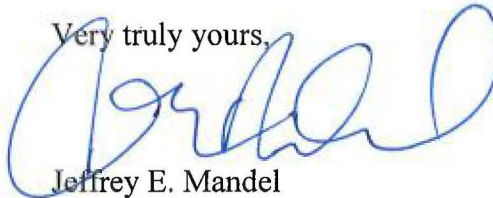
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The codes of professional responsibility applicable to attorneys in some states require that law firms advise clients whether the firms have errors-and-omissions insurance coverage. Fisher & Phillips LLP does have such coverage.

As always, we enjoy working with the County, and are grateful that we have been selected to provide legal services to the County. We regret the length of this letter, but as we noted at the outset, we take our professional responsibilities seriously and want to comply scrupulously with all ethical requirements. We also want to set forth herein all material terms of our agreement with the County.

If you have any questions, please call. Once again, we appreciate the opportunity to work with the County, and we will always strive to maintain its confidence and trust.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jeffrey E. Mandel", is written over the typed name.

Jeffrey E. Mandel

cc: Suzanne Boyll, HR Director