

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on February 19, 2026, by and between the CITY OF CLEARWATER, FLORIDA (the "City") and the law firm of Bush Graziano Rice & Hearing, P.A. ("Counsel").

WHEREAS, the City wishes to retain a firm to serve as Counsel in connection with matters pertaining to Nathaniel Brooks v. City of Clearwater and Joseph Roseto, Appeal Number 25-14524-D, Nathaniel Brooks v. City of Clearwater, FMCS Case #250925-09977, and other employment issues that may arise relating to Mr. Brooks.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. AUTHORIZATION TO PROCEED AS COUNSEL. Counsel is hereby authorized to provide services as described in this Agreement and for the professional fees described in this Agreement.

SECTION 2. SCOPE OF SERVICES. Counsel hereby agrees to provide its professional services in connection with the following matters: Nathaniel Brooks v. City of Clearwater and Joseph Roseto, Appeal Number 25-14524-D, Nathaniel Brooks v. City of Clearwater, FMCS Case #250925-09977, and other employment issues that may arise relating to Mr. Brooks.

SECTION 3. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to a rate of \$325.00 per hour for attorney services for Gregory Hearing, Sacha Dyson, and Charles Thomas, \$225.00 per hour for attorney services for any other attorney, and \$125.00 for paralegal services. Counsel's compensation for the professional services herein shall be limited to \$100,000.00 unless an authorized representative from the City approves an increased amount.

SECTION 4. TERM. This Agreement will be effective commencing February 1, 2026 through December 1, 2027, or the end of litigation in the above-referenced cases, whichever is later.

SECTION 5. COMPENSABLE EXPENSES. Reimbursement of expenses shall be made by the City to the firm for reasonable out-of-pocket expenses as determined by the City Attorney without markup, including but not limited to long distance calls and facsimiles, copying or reproducing documents, postage, court costs, parking costs and travel incurred by Counsel in performance of the duties hereunder. Travel and per diem costs as well as auto travel expenses shall not exceed that which is available to City of Clearwater employees.

SECTION 6. INDEMNIFICATION AND INSURANCE. Counsel agrees to protect,

defend, indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or due to any negligent act or omission of Counsel or its employees in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting its liability under this Agreement, Counsel shall procure and maintain during the life of this Agreement professional liability insurance in an amount in excess of \$1,000,000. This provision shall survive the termination of this Agreement.

SECTION 7. CONFLICT OF INTEREST. It is understood by the City and Counsel that Counsel is not aware of any clients of the firm that currently present any conflict between the interests of the City and other clients of Counsel. If any potential conflict of interest arises during the time Counsel is representing the City, Counsel will promptly inform the City. The City is under no obligation to agree to permit the conflict representation.

SECTION 8. CONSTRUCTION AND AMENDMENTS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and Counsel.

SECTION 9. CANCELLATION OF AGREEMENT. The City or Counsel may cancel or terminate this Agreement upon 30 days advance written notice to the other party. In the event of cancellation, Counsel shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation. Further, it is understood and agreed between the City and Counsel that Gregory Hearing and Sacha Dyson will be the lead attorneys assigned by the firm to provide the services contained herein. The City in its absolute discretion may immediately terminate this Agreement upon written notice to the firm if the services of this attorney are unavailable to the City.

SECTION 10. ATTORNEYS FEES. In the event that either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own costs and that jurisdiction for such an action shall be in a court of competent jurisdiction in Pinellas County, Florida.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City and Counsel have executed this Agreement as of the date first written above.

Bush Graziano Rice & Hearing, P.A.



Gregory Hearing, Esq.

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

Approved as to form:

Attest:

Owen Kohler
Interim City Attorney

Rosemarie Call
City Clerk