

## LEGAL SERVICES AGREEMENT

21 This Legal Services Agreement (this "Agreement") is made and entered into as of April 21, 2026, by and between THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation (the "City"), and BRYANT MILLER OLIVE P.A., a Florida corporation ("Counsel") (collectively, the City and Counsel are the "Parties").

### WITNESSETH:

**WHEREAS**, due to unforeseen circumstances, the City is in need of legal services and representation to effectively serve the City and its residents; and

**WHEREAS**, the Parties now wish to enter into this Agreement to allow Counsel to provide legal services to and represent the City in the matter described below on the terms set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the Parties agree as follows:

1. **AUTHORIZATION TO PROCEED AS COUNSEL.** Counsel is hereby authorized to provide the services and to obtain the professional fees described in this Agreement.
2. **SCOPE OF SERVICES.** Counsel hereby agrees to provide its attorney services to the City regarding the citizens' initiative petition submitted by Save the Garden for a proposed City ordinance requiring referendum approval to vacate a public right-of-way in the City's Downtown Clearwater Community Redevelopment Area ("Initiative"), which shall include the following services as may be requested by the City: legal advice; consultation; document preparation; attendance at City Council meetings; pre-suit dispute resolution; other legal proceedings; and other legal services regarding the Initiative as directed by the City. The scope of services under this Agreement does not include representation in any litigation. Any representation in litigation will require this Agreement to be amended in writing and signed by both Parties.
3. **PROFESSIONAL FEES FOR SERVICES.** The City and Counsel agree to a rate of \$350.00 per hour for any partners or of counsel, \$300.00 per hour for any associate attorneys, and \$125 per hour for any paralegal assistance. Counsel shall bill the City monthly for its services. Counsel's compensation for the professional services herein shall be limited to \$25,000.00 unless an authorized representative from the City approves an increased amount.
4. **TERM.** This Agreement will be effective from the date first written above, and shall continue until the conclusion of work within the scope of services set forth in paragraph 2 above, unless terminated earlier in accordance with this Agreement (the "Term").

5. **COMPENSABLE EXPENSES.** Reimbursement of expenses shall be made by the City to Counsel for reasonable out-of-pocket expenses as determined by the City of Clearwater City Attorney without markup, including but not limited to, long distance calls and facsimiles, copying or reproducing documents, postage, court costs, parking costs, court reporter appearances and transcription, and travel incurred by Counsel in performance of the duties hereunder. Travel and per diem costs shall not exceed which is available to the City's employees.
6. **INDEMNIFICATION AND INSURANCE.** Counsel agrees, through the provision of professional liability insurance and similar coverages, to protect, defend, indemnify, and hold the City and its officers, employees, and agents free and harmless from and against any 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 Term, professional liability insurance in an amount not to exceed Two Million Dollars and 00/100 Cents (\$2,000,000.00). This provision shall survive the termination of this Agreement.
7. **CONFLICT OF INTEREST.** It is understood by the Parties 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.

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. Counsel has disclosed to the City that Counsel has, currently does and may in the future, serve as City Attorney to the cities of Dunedin, Safety Harbor, and Largo, and general counsel to PSTA, and other special districts, and serve as bond or disclosure counsel to other local governments, act as underwriters' counsel and represent lending institutions on public finance matters inside and outside the State of Florida. From time to time, Counsel may represent financial institutions which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) on financings for other governmental entities on unrelated matters. In all such cases, such representations are standard and customary within the industry and Counsel can effectively represent the City and the discharge of Counsel's professional responsibilities to the City will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the City expressly consents to such other representations consistent with the circumstances herein described. Counsel's representation on unrelated matters is not likely to create or cause any actual conflict, and such service will not be per se construed as a conflict or be objectionable to the City.

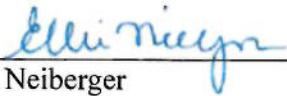
Counsel understands that the City reserves the right to identify a representation that it finds objectionable in the future, in which case both parties agree to take appropriate steps to resolve the issue. Should any potential conflict arise in the future, Counsel would immediately disclose the facts to the City including the party with which there might be a conflict, the nature of the potential conflict, and the means of resolving such potential conflict, including but not limited to obtaining written conflict waivers from both parties and/or resignation of the representation or representations which is/are causing the conflict, if desired.

8. CONSTRUCTION OF AMENDMENTS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may only be amended in writing by mutual agreement of the Parties.
9. CANCELLATION OF AGREEMENT. The City or Counsel may cancel or terminate this Agreement upon thirty (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.
10. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS. As required by Section 787.06(13), Florida Statutes, which applies when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, Counsel has provided the anti-human trafficking affidavit., which is on file with the City.
11. ATTORNEY'S FEES AND VENUE. In the event that either party hereunder seeks to enforce this Agreement through attorneys at law, then the Parties agree that each party shall bear its own costs and that the jurisdiction for such an action shall be in a court of competent jurisdiction in Pinellas County, Florida.


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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

**BRYANT MILLER OLIVE P.A.**

  
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Ellie Neiberger  
Shareholder

**CITY OF CLEARWATER, FLORIDA**

  
\_\_\_\_\_  
Owen Kohler  
Interim City Attorney

Attest:

  
\_\_\_\_\_  
Rosemarie Call  
City Clerk

