

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 2019, by and between the CITY OF CLEARWATER, FLORIDA, P.O. Box 4748, Clearwater, Florida 33758-4748 (the "City") and JAY DAIGNEAULT, ESQ. & Trask Daigneault, LLP 1001 South Fort Harrison Ave Suite 201, Clearwater, FL 33756 ("Counsel").

WITNESSETH:

WHEREAS, the City wishes to retain Counsel to provide Attorney Services to the Community Development Board, Building and Flood Board of Adjustment and Appeals, and the Nuisance Abatement Board.

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 attorney services as described in and for the professional fees described in this Agreement.

SECTION 2. SCOPE OF SERVICES. Counsel hereby agrees to provide attorney services to the Community Development Board, the Building and Flood Board of Adjustment and Appeals, and the Nuisance Abatement Board, which shall include legal advice, document and ordinance preparation, attendance at board meetings, and other services as directed by the City.

SECTION 3. TERM. This Agreement will be effective November 15, 2019 and will continue until September 30, 2024, unless terminated in accordance with Section 9 herein.

SECTION 4. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to a rate of \$160.00 per hour for attorney services, plus reimbursement for reasonable compensable expenses subject to Board approval.

SECTION 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 without markup, including but not limited to long distance calls and facsimiles, 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. The City will reimburse Counsel for photocopies at the statutory rate of \$0.15 per single-sided page and \$0.20 per double-sided page.

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, its employees, agents and subcontractors 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 of \$2,000,000. 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 may cancel or terminate this Agreement upon ten days advance written notice to Counsel. 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.

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

THE CITY OF CLEARWATER

By:

George N. Cretekos
Mayor

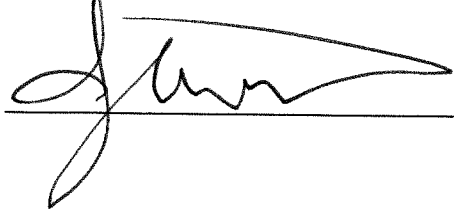
Approved as to form:

Attest:

Pamela K. Akin
City Attorney

Rosemarie Call
City Clerk

Attest:



JAY DAIGNEAULT, ESQ.

