

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 2016, by and between the CITY OF CLEARWATER, FLORIDA (the "City") and the law firm of Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. ("Counsel").

WITNESSETH:

WHEREAS, the City wishes to retain a firm to serve as Counsel in a Quiet Title action relating to certain submerged lands where William Blackwood is disputing the City's ownership.

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 for the following matters: Counsel in a Quiet Title action relating to certain submerged lands where William Blackwood is disputing the City's ownership.

SECTION 3. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to a rate of \$ 225.00 per hour for attorney services for David M. Levin. The maximum fees and compensable expenses paid pursuant to this Agreement shall be \$ 30,000.00, unless amended as provided in Section 8 below.

SECTION 4. TERM. This Agreement will be effective commencing December 15, 2016.

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. INSURANCE. Counsel shall procure and maintain during the life of this Agreement professional liability insurance in an amount in excess of \$1,000,000. City acknowledges having received a copy of the Counsel's current policy. This provision shall survive the termination of this Agreement.

SECTION 7. CONFLICT OF INTEREST. City and counsel are not aware of 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 and shall have the right to withdraw from further representation of 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 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. Further, it is understood and agreed between the City and Counsel that Emil Pratesi, Esquire, and Carlton Ward will be the 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 these attorneys 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.

SECTION 11. CONDITIONS AND ASSURANCES.

- A. Access to Records: Counsel agrees that Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Counsel for the purposes of making audit, examination, excerpt, and transcripts.

- B. Retention of Records: Counsel will be required to comply with Section 119.0701, Florida Statutes, specifically to:
 - a. Keep and maintain public records required by the City of Clearwater to perform the service;
 - b. Upon request from the City's Custodian of Records, provide the City of Clearwater with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer to the City of Clearwater; and
 - d. Upon completion of the contract, transfer, at no cost, to the City of Clearwater all public records in possession of counsel or keep and maintain public records required by the City of Clearwater to perform the service. If Counsel transfers all public records to the City of Clearwater

upon completion of the contract, the Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Counsel keeps and maintains public records upon completion of the contract, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Clearwater, upon request from the City of Clearwater's Custodian of Public Records, in a format that is compatible with the information technology systems of the City of Clearwater.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROSEMARIE CALL AT 727-562-4090, rosemarie.call@myclearwater.com, and/or 112 S. Osceola Ave., Clearwater, FL, 33756.

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

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Pamela K. Akin
City Attorney

Rosemarie Call
City Clerk

ICARD, MERRILL, CULLIS, TIMM, FUREN & GINSBURG, P.A.

By: David M. Levin, Esq.