

## FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made on the 18th day of June 2026, by and between the CITY OF CLEARWATER, FLORIDA ("City") and the law firm of BRYANT MILLER OLIVE P.A., a Florida corporation ("Counsel") (collectively, the City and Counsel are the "Parties").

WHEREAS, in April 2026, the City retained Counsel to serve as a consultant 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 ("Agreement"); and

WHEREAS, on May 22, 2026, a complaint was filed in State Court in the litigation styled as *Save the Garden, et al. v. City of Clearwater*, Case No. 26-003144-CI (Fla. 6th Cir. Ct., Pinellas Cnty.) ("Litigation"); and

WHEREAS, due to the Litigation, it is necessary to increase the budget for this matter and provide for the following as set forth more fully below.

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

1. The foregoing recitals are true and accurate and are incorporated by reference.

2. Section 2 is hereby amended as follows:

2. SCOPE OF SERVICES. Counsel is engaged to provide the following legal services to the City: (i) representation of the City as litigation counsel in the Litigation, and, if requested by the City, in any appeal from an order entered in the Litigation; and (ii) any such other legal services as may be requested by the City regarding the Save the Garden initiative petition. No modification of this scope of services shall be effective unless in writing and signed by both Parties.

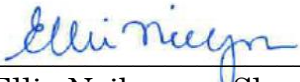
3. The last sentence of Section 3 is hereby amended as follows:

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.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

**BRYANT MILLER OLIVE P.A.**

  
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Ellie Neiberger, Shareholder.

**CITY OF CLEARWATER, FLORIDA**

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Bruce Rector  
Mayor

Approved as to form:

Attest:

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

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Rosemarie Call  
City Clerk