

**AGREEMENT BETWEEN THE CITY OF CLEARWATER
AND DAYES LAW FIRM, PLLC**

THIS AGREEMENT is entered into at Clearwater, Florida, effective the ____ day of September, 2025, by and between the City of Clearwater, a municipal corporation of the State of Florida, hereinafter referred to as the “City”, the address of which is City of Clearwater Offices, One Clearwater Tower, 6th Floor, 600 Cleveland St., Clearwater, FL 33756, and Dayes Law Firm, PLLC, hereinafter referred to as the “Firm”, the address of which is 727 2nd Street South, Safety Harbor, Florida 34695.

WHEREAS, it is the desire of the City to enter into an Agreement with the Firm to provide legal services pertaining to police civil liability against the City, and other such legal services as may be required by the City Attorney.

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

ARTICLE I. SCOPE OF SERVICES.

The Firm shall provide legal services to the City involving the defense of the City and, provided that there is no substantial risk of or actual conflict of interest exists, its employees in the litigation styled as *Connie Simon vs. City of Clearwater* (Case No. 8:25-cv-01565). If, in the sole discretion of the Firm, a conflict of interest exists or arises, such that the representation of the City will be directly adverse to one or more of its employees, or there is a substantial risk that the representation, a former client or a third person or by a personal interest of the lawyer, the Firm may terminate its representation of as set forth in Article VIII. The Firm’s compensation for the defense of the litigation styled as *Connie Simon vs. City of Clearwater* (Case No. 8:25-cv-01565) shall be limited to \$75,000.00.

ARTICLE II. PERIOD OF AGREEMENT.

This Agreement shall commence on the Effective Date, and shall terminate at the conclusion of the services provided hereunder, unless earlier cancelled as hereinafter provided.

ARTICLE III. COMPENSATION AND COMPENSABLE EXPENSES.

A. The City shall pay the Firm as consideration for legal services rendered pursuant to this Agreement an hourly rate of Two Hundred Dollars (\$200.00), and Ninety-Five Dollars (\$95.00) per hour for all paralegal services on behalf of the City. There will be no compensation paid for the services of clerical assistance.

B. Reimbursement shall be made by the City to the Firm for reasonable out-of-pocket expenses, without mark-up, including, but not limited to, long distance calls, copying or reproducing documents, not to exceed ten cents per page, postage, court costs, appeal expenses, parking costs, witness fees, discovery costs and travel (local travel excluded), incurred by the Firm

in the performance of its duties hereunder. Travel and per diem costs, as well as auto travel expenses, shall not exceed that which is available and paid to City of Clearwater employees.

C. Reasonable charges for computer legal research shall be paid, however, such legal research work must be approved by the City Attorney, and this provision shall be reviewed quarterly by the parties.

D. No outside experts or other services may be incurred for payment by the City without written authorization by the City Attorney or his designee.

ARTICLE IV. PAYMENTS.

The Firm shall submit invoices to the City on a monthly basis. Each invoice shall provide a detailed description of the services performed and the date thereof. Original receipts for non-in-house expenses must be submitted with each invoice and a reasonable amount of detail must be provided for each non-in-house expense as agreed to by the Firm and the City Attorney. Upon receipt and verification of such statements the City shall pay the Firm within reasonable time after receiving same.

ARTICLE V. FIRM'S REPRESENTATION OF OTHER CLIENTS.

The Firm will not represent clients against the City of Clearwater in personal injury claims or in any other claim arising out of its representation of the City or its representation of an individual employed by the City. In all other matters, the Firm may represent clients with an interest adverse to the City of Clearwater and said representation shall not be deemed to constitute a conflict of interest, provided the Firm first discloses to the City, in writing, said representation and the nature of the adverse interest. Moreover, except as herein provided, the Firm's representation of the City shall not be deemed to constitute a conflict affecting the Firm's general ability to represent clients before the City.

ARTICLE VI. NONASSIGNABILITY.

The Firm may not assign this Agreement.

ARTICLE VII. MODIFICATION, AMENDMENT OR EXTENSION.

This Agreement may not be modified, amended or extended verbally or by conduct but only by writing duly executed by the parties in accordance with the Charter of the City.

ARTICLE VIII. TERMINATION.

City may discharge Firm and terminate this Agreement at any time, with or without cause. In such event, however, City shall remain obligated to compensate Firm for all services rendered and authorized expenses incurred through the date of termination. Firm may terminate services to the City and this Agreement, with or without cause, upon reasonable notice, not less than thirty (30) days. In the event Firm's statements are not paid within a reasonable time, or in the event the

City/Firm relationship develops to the point where Firm, in its sole discretion, believes it cannot conscientiously provide representation in City's best interest, Firm may terminate as aforesaid.

ARTICLE IX. PUBLIC RECORDS.

The firm must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the City to perform the services;
2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if the Firm does not transfer the records to the City.
4. Upon completion (or earlier termination) of the agreement, the Firm shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Firm or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If the Firm transfers all public records to the City upon completion (or earlier termination) of the contract, Firm shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion (or earlier termination) of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
5. The failure of the Firm to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the agreement by the City; the City shall also have the option to withhold compensation the Firm until records are received as provided herein.

ARTICLE X. COMPLIANCE WITH LAWS.

The Firm shall comply with all applicable federal, state and local laws and all codes and ordinances of the City as amended from time to time, and specifically with the City of Clearwater's Code of Ethics, as it may be amended from time to time.

ARTICLE XI. HEADINGS.

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTERSIGNED:

CITY OF CLEARWATER, FLORIDA

BRUCE RECTOR
MAYOR

By: _____
JENNIFER POIRRIER
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

DAVID MARGOLIS
CITY ATTORNEY

ROSEMARIE CALL
CITY CLERK

DAYES LAW FIRM, PLLC

By:  _____
ANDREW I. DAYES