

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF CLEARWATER, FLORIDA (the "City") and BROWN LAW AND CONSULTING, PLLC ("Counsel").

### WITNESSETH:

WHEREAS, the City wishes to retain a firm to serve as Counsel to review and revise various Human Resources related documents, including but not limited to the SAMP Manual, Civil Service Rules, PBMP Manual, applicable Code of Ordinance sections, and Employment Agreement Letters.

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 in the matters listed above.

SECTION 3. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to a rate of \$275.00 per hour billed in 1/10-hour (6 minute) increments, and inclusive of all paralegal and administrative services. Professional fees for services shall not exceed \$30,000.00 for the term of this Agreement.

SECTION 4. TERM. This Agreement will be effective commencing immediately and will be effective through June 30, 2022.

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. INDEMNIFICATION AND INSURANCE. Counsel agrees to 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 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 life of this Agreement professional liability insurance in an amount in excess of \$1,000,000.00.

The City agrees to indemnify and hold 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 the City or its employees in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. These indemnity provisions do not apply to any prospective legal malpractice claims by the City against Counsel. Nothing in the Agreement shall be deemed or treated as any waiver of the City's sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes.

This section 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 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 Deborah C. Brown, Esquire, will be the lead attorney 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 this attorney are unavailable to the City.

SECTION 11. 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.

Remainder of page left blank intentionally.

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

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Frank Hibbard  
Mayor

By:

\_\_\_\_\_  
William B. Horne II  
City Manager


Approved as to form:

Attest:

\_\_\_\_\_  
Pamela K. Akin  
City Attorney

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

BROWN LAW & CONSULTING, PLLC

By:   
\_\_\_\_\_  
Deborah C. Brown, Esq.