

**AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF CLEWISTON, FLORIDA**

THIS AGREEMENT dated this ____ day of ____, 2025, between the CITY OF CLEWISTON, a municipal corporation of the State of Florida (hereinafter referred to as “the City”), and Davis & Associates, P.A., (herein referred to as “the Firm”).

1. **TERM OF EMPLOYMENT.** The City appoints and shall employ Dylan J. Brandenburg and by extension the law firm of Davis & Associates, P.A. as its City Attorney. The Firm shall serve at the pleasure of the Commission. This Agreement shall continue without Commission action, provided the Commission does not take action to terminate as provided for herein. Either the City or the Firm may terminate the Agreement at any time upon 60 days prior written notice of its intention to do so. In the event the Agreement is terminated, the Firm shall be paid for the completion of any and all legal services rendered to the City in accordance with this Agreement.

2. **DUTIES OF THE FIRM.** The Firm shall render legal services to the City as may be required, including, but not limited to:

(a) Attendance at all regular or special meetings of the Commission, attendance at Commission workshop meetings at the request of the City Manager or Commission, attendance at any other City agency or board meeting as requested by the Commission or City Manager; and

(b) The preparation or review of all ordinances, resolutions, contracts and other legal instruments for legal form and sufficiency so as to carry out the City’s business and legislative affairs; and

(c) The research of legal questions presented for purposes of rendition of written or oral legal opinions. The Firm shall render legal advice and written or oral legal opinions to the Commission, its Manager and departments at the Commission's or City Manager's request; and

(d) Such legal assistance as may be required for the proper legal functioning of the various departments consistent with the City's Charter; and

(e) The representation and/or management of litigation involving the city, as directed by the city, including bond validation proceedings; and

(f) The Commission or the City Manager may identify any specific work programs including code re-writes; and

(g) At the Commission's request, the Firm shall attend other meetings the Commission deems necessary to carry out the City's business and legislative affairs.

3. COMPENSATION. For services rendered by the Firm, the Firm shall be compensated based upon hourly fees as established below.

(a) Attorneys shall be billed at \$250.00 per hour.

(b) If this Agreement is terminated, the Firm shall be entitled to the fees earned as of the termination date.

4. EXPENSES.

(a) The Firm shall be entitled to charge ½ the normal hourly rate for travel time to and from City meetings.

(b) The City shall be responsible for reimbursing the Firm for out-of-pocket expenses, including, but not limited to, printing, postage, court reporter services, filing fees, and long-distance telephone charges.

5. VACATION, ILLNESS, UNAVAILABILITY.

Dylan J. Brandenburg shall notify the City Manager in advance in the event he is not available to attend City Meetings due to vacations, illness, or unavoidable unavailability. In the event of unavailability another firm attorney will be dispatched for the required services, if possible, otherwise the city manager will be notified of the unavoidable unavailability.

6. CONFLICTS.

(a) The City recognizes and acknowledges that the Firm is engaged in a law firm business with a practice which involves several different legal disciplines and multiple clients. The City recognizes and acknowledges that the Firm presently, or may in the future, represent clients including other governmental entities, provided there is no potential conflict of interest as defined by the rules regulating The Florida Bar.

(b) The Firm recognizes that notwithstanding the needs of other clients, the Firm shall be available to the City as the representation requires. Any conflicts of the Attorney's time shall, within reason, be resolved in favor of the City.

(c) The city agrees to identify any actual or perceived conflicts of interest it perceives the Firm to have and to review same with the Firm in advance.

(d) The Firm hereby acknowledges and agrees to disclose any and all potential conflicts of interest as defined by the rules regulating The Florida Bar.

7. AMENDMENT. This Agreement shall only be amended in writing and upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

ATTEST:

CITY OF CLEWISTON

By: _____
Lakisha Burch, City Clerk

By: _____
James Pittman, Mayor

Davis & Associates, P.A.

By: _____
Dylan J. Brandenburg, Esq.