

June 3, 2025

By Email Only

Michael Golen, Esq.
Interim City Attorney
City of North Port
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North Port, FL 34286
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Re: Interlocal Agreement Between City of North Port and Charlotte County for Construction of Cranberry and Hillsborough Boulevard Intersection Improvements: Request for Informed Consent to Representation (City Matter #2732)

Dear Michael:

This letter follows recent communication concerning the City of North Port's ("City") request for Bryant Miller Olive P.A. ("Firm" or "BMO") to provide legal services to the City concerning the above-referenced proposed interlocal agreement between the City and Charlotte County ("County").

We understand that the City and the County wish to enter into an interlocal agreement for the purpose of coordinating resources for the construction of certain improvements to the intersection of Cranberry Boulevard and Hillsborough Boulevard, and ancillary improvements to the intersection of Cranberry Boulevard and U.S. Highway 41. On behalf of the City, you have requested that BMO represent the City by reviewing and providing comments/recommended revisions to the draft interlocal agreement.

As discussed, the BMO serves as disclosure counsel to the County under an ongoing legal services agreement. We have represented the County as disclosure counsel for many years, and have previously represented the County in other matters. Likewise, we have advised the County that BMO represents the City as disclosure counsel and in a variety of other matters. The Firm does not represent the County in any matter relating to the proposed interlocal agreement.

As you know, The Florida Bar rules generally prohibit a lawyer from representing a client if the representation will be directly adverse to another client or there is a substantial risk that the representation will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer. This general prohibition does not bar the representation if both clients provide informed written consent, provided that (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal.

Michael Golen, Esq.
City of North Port
June 3, 2025
Page 2 of 2

In many respects, the interests of the County and the City are aligned. Both parties wish work together to improve certain intersections in their communities. That said, for purposes of The Florida Bar Rules, the City and the County are on opposite sides of the interlocal agreement they intend to enter into to accomplish this. The interests of the County and the City may diverge with respect to certain issues regarding the project and terms of the agreement. Also, it is possible that a dispute may arise between the parties concerning the agreement in the future.

At present, however, we believe that undertaking representation of the City by conducting legal review, providing comments, and recommending revisions to the proposed agreement is consistent with the rules of professional responsibility. First, the representation is not prohibited by law. Second, the representation does not presently involve the Firm asserting positions adverse to either party in the same proceeding before a tribunal. Third, our obligations to the County as disclosure counsel and under our legal services contract with the County are unrelated to the interlocal agreement with the City and would not limit any obligations the Firm has to the City, or vice versa. In addition, the representation will not compromise any other professional obligations, such as maintaining attorney-client privilege. Fourth, the scope of services to be provided by BMO in the interlocal agreement matter do not involve any proceeding before a tribunal. The Firm agrees that it will not represent the City or the County in any litigation that may arise regarding the interlocal agreement. The BMO lawyers who will provide legal services to the City regarding the interlocal agreement have not had a role in handling matters for the County.

Pursuant to Rule 4-1.7 of the Rules Regulating The Florida Bar, our representation of the City in the interlocal agreement matter is conditioned upon both parties providing informed written consent. Separately, we have discussed with the County our work for the City, explained the implications, and requested its written consent. If either the County or the City declines to consent, the Firm will decline this matter. The City is encouraged to consult with independent legal counsel regarding the decision of whether to provide its consent.

If, on behalf of the City, you consent to Firm's representation of the City in the interlocal agreement matter, please indicate by signing below and returning the signed letter to me.

Sincerely,

BRYANT MILLER OLIVE P.A.


Ellie Neiberger

For purposes of Rule 4-1.7 of the Rules Regulating The Florida Bar, the undersigned, on behalf of the City of North Port, FL, consents to Bryant Miller Olive P.A.'s representation of the City regarding the matter referenced above. I confirm that this consent is provided after consultation with Bryant Miller Olive P.A. and opportunity for consultation with the City's other advisors regarding this matter.

CITY OF NORTH PORT, FLORIDA

By: _____
Name Printed: _____
Title: _____

Date: June _____, 2025.