

July 23, 2021

**VIA PDF EMAIL ONLY**

Jewel White, B.C.S.  
County Attorney  
Pinellas County Attorney's Office  
315 Court Street, 6th Floor  
Clearwater, FL 33756  
[jwhite@pinellascounty.org](mailto:jwhite@pinellascounty.org)

Re: Conflict Waiver Request – Pinellas County/Cities of Dunedin, Florida, Largo, Florida, Safety Harbor, Florida, Treasure Island, Florida, Pinellas Suncoast Transit Authority and Pinellas Park Water Management District

Dear Ms. White:

This letter follows our recent discussions and is written to you to discuss the applicability of and our obligation to consult with you regarding Rule 4-1.7 of the rules regulating The Florida Bar ("Rule 4-1.7") as well as the County's "Policy on Legal Representation of Multiple Clients" (the "Pinellas Conflicts Policy"). Bryant Miller Olive P.A. ("BMO") is pleased to provide ongoing legal counsel services to Pinellas County (the "County") and from time-to-time, its other agencies. In addition, as you know, BMO also supplies legal services to numerous other counties, municipalities, special purpose governments, state agencies, underwriters and commercial banks and we primarily focus on public finance and local governmental issues.

With the expansion of our local government law practice, we provide a full range of legal services for Dunedin, Florida, Largo, Florida, Safety Harbor, Florida, Treasure Island, Florida, Pinellas Suncoast Transit Authority and Pinellas Park Water Management District (collectively, the "Local Governments"). In connection with performing those services, from time-to-time we represent the Local Governments in matters involving the County. These matters include mortgage foreclosures, the negotiations of agreements involving such issues as the provision of services, annexation, and funding/taxation issues, intergovernmental relations,

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joint projects, permitting of County projects, funding issues, and other matters that arise from time to time between the County and the cities of Pinellas County.

These matters for which we represent the Local Governments do not generally involve the ongoing bond counsel services provided by BMO to the County ("Bond Counsel Services"). Should any specific matters arise from our representation of the Local Governments conflict directly with our representation of the County, as enumerated in the scope of services set forth in our Agreement dated May 24, 2016, as amended ("Bond Counsel Services"), this conflict waiver would be deemed inapplicable.

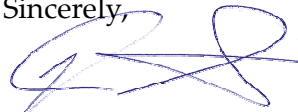
Rule 4-1.7 prohibits a lawyer from representing a client if the lawyer's exercise of independent professional judgment in the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person or by the lawyer's own interest. Rule 4-1.7 further directs that a lawyer shall not represent a client if the representation of that client will be directly adverse to the interests of another client. This is the case unless: (i) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client, and (ii) each client consents after consultation. In the instant case, we do not believe that BMO's ongoing representation of the Local Governments and BMO's representation of the County providing Bond Counsel Services will be materially limited by our responsibilities to the other, nor would the representation be limited by BMO's own interests. Further, we believe that the representation will not adversely affect BMO's responsibilities to and relationship with either the County or the Local Governments.

In a dual representation situation, Rule 4-1.7 and the Pinellas Conflicts Policy require both parties to consent to such representation, both after an explanation of the conflict. The explanation must include explanation of the implications of the common representation and the advantages and risks involved. We believe that this letter and our prior conversations with you have satisfied this requirement with respect to the County and we have discussed this matter with the Local Governments, which have already provided their consent. Further, while not directly on point, Section I.C. of the Pinellas Conflicts Policy provides that we may not represent a client before the County's Board of County Commissioners (the "Board") and simultaneously represent the County if such representation would require notice to the County by BMO under Rule 4-1.7, unless consent is given by the Board at a Board meeting in accordance with Rule 4-1.7. The purpose of this letter is to request the Board consider the foregoing matters at its next meeting and consider providing BMO with consent to proceed to serve as counsel to the Local Governments in the ongoing matters described above, while continuing our role providing Bond Counsel Services.

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So that we might move forward with your approval, we ask that you place this item before the Board for consideration at its next available meeting. If we receive the Board's consent, please execute this letter and return a copy of your counterpart to us for our file. We appreciate your consideration and very much value the opportunity to provide our services as the County's bond counsel.

Sincerely,



Kareem J. Spratling, Shareholder  
Bryant Miller Olive P.A.

CC: Jennifer R. Cowan, B.C.S.  
Donald S. Crowell, B.C.S.  
Nikki C. Day, B.C.S.

PINELLAS COUNTY, FLORIDA:

For the purposes of Rule 4-1.7 of the Rules regulating The Florida Bar and Section I.C. of the Pinellas County Policy on Legal Representation of Multiple Clients, the undersigned on behalf of Pinellas County, Florida consents to the provision by Bryant Miller Olive P.A. of the services outlined herein.

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Name: Jewel White, B.C.S.  
Title: County Attorney  
Date: \_\_\_\_\_, 2021