

May 23, 2025

By Email Only

Janette S. Knowlton, Esq.
Charlotte County Attorney
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Port Charlotte, FL 33948
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Re: Interlocal Agreement Between City of North Port and Charlotte County for Construction of Cranberry and Hillsborough Blvd. Intersection Improvements – Request for Informed Consent to Representation of City of North Port

Dear Ms. Knowlton:

This letter follows recent communication concerning the potential representation of Bryant Miller Olive P.A. ("Firm" or "BMO") of the City of North Port ("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 ("Project"). The City's Interim City Attorney, Michael Golen, Esq., has requested that BMO represent the City by reviewing and providing comments/recommended revisions to the draft interlocal agreement.

When the City brought this matter to our attention, we advised Mr. Golen that we have had the honor to represent the County as disclosure counsel and in other matters for many years. Likewise, we represent the City as disclosure counsel and in a variety of other matter. 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.

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.

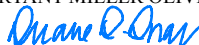
At present, however, we believe that undertaking representation of the City by conducting legal review, providing comments, and recommending revisions to the proposed agreement is consistent with the rules of professional responsibility. First, the representation is not prohibited by law. Second, the 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 City in connection with the interlocal agreement matter would not limit any obligations the Firm has to the County under our existing disclosure counsel contract, or vice versa. In addition, the representation will not compromise any other professional obligations, such as maintaining attorney-client privilege. Fourth, the interlocal agreement matter does not involve representation in a proceeding before a tribunal. The Firm agrees not to represent the City or the County in any litigation relating to the interlocal agreement matter. The Firm lawyers on past County matters will play no role in BMO's representation of the City in connection with the interlocal agreement matter. The Firm lawyer who will be primarily responsible for the work on the representation of the City regarding the interlocal agreement (Ellie Neiberger) has had no role on past County matters.

In accordance with the rules regulating The Florida Bar, our proposed representation of the City is conditioned upon both parties' informed written consent to the engagement. Separately, we have discussed with the City our work for the County, explained the implications, and requested its written consent. If either the County or the City declines to consent, the Firm will decline the matter. The County is encouraged to consult with independent legal counsel regarding the decision of whether to provide its consent.

If the County consents to the Firm's representation of the City regarding the interlocal agreement agrees to waive any potential conflicts, please have an authorized person sign below and return the signed letter to me. We look forward to hearing from you.

Sincerely,

BRYANT MILLER OLIVE P.A.



Duane D. Draper

For purposes of Rule 4-1.7 of the Rules Regulating The Florida Bar, the undersigned, on behalf of Charlotte County, FL, consents to Bryant Miller Olive P.A.'s representation of the City of North Port and waives potential conflicts regarding the matter referenced above. This waiver of conflict of interest is signed by me after consultation with Bryant Miller Olive P.A. and consultation with the County's other advisors regarding this matter.

CHARLOTTE COUNTY, FLORIDA

By: _____

Date: May _____, 2025.

Name Printed: Joseph M. Tiseo

Title: Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

Janette S. Knowlton, County Attorney

LR25-0543

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____

Deputy Clerk