

AGREEMENT FOR LIMITED SPECIAL COUNSEL

THIS AGREEMENT FOR LIMITED SPECIAL COUNSEL ("Agreement") is made and entered by and between the City of Clearwater ("City") and Allen, Norton & Blue, P.A. ("Law Firm").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm for the limited purpose of representing and defending the City with respect to the lawsuit entitled *Jamie M. Lascko v. City of Clearwater*, Case No. 24-000704-CI (Fla. 6th Cir. Ct. 2024) ("Lascko Litigation"), and

WHEREAS, the Law Firm agrees to represent and defend the City's interests in the Lascko Litigation.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Law Firm and the City agree as follows:

1. The City hereby engages Law Firm to represent and defend it in the Lascko Litigation, in accordance with applicable law, applicable court rules, and the Rules Regulating the Florida Bar.
2. Brian Koji shall be the primary and responsible attorney for Law Firm to provide representation to the City. Other attorneys and staff may perform supporting services on these matters provided that the City is informed and is not disagreeable to such arrangement.
2. The billing rate for attorneys, including Brian Koji, will be \$250.00 per hour. The billing rate for paralegals will be \$110.00 per hour.
4. The City will pay reasonable costs and out-of-pocket expenses, other than local travel expenses in the Tampa Bay region.
5. Law Firm will send a monthly itemized billing statement showing the correct amount of time for each person who renders billable services, the hourly rate, the amount of fees for the services and the services provided. Clerical services are deemed to be overhead and not billable as paralegal time. The billing will also itemize the expenses. Travel confined to the Tampa Bay region will be considered overhead and will not be billed to the City. The City will pay Law Firm invoices on its next billing cycle, not to exceed forty-five (45) days after receipt of the invoice.
6. The City is a governmental entity, funded by taxes. Accordingly, the Law Firm agrees to endeavor to employ cost-saving measures, including the use of the City's

offices and personnel where practicable, use of legal assistants, and similar cost-saving devices.

7. For the duration of this Agreement, the Law Firm will not accept or represent clients in matters adverse to the City without prior authorization.
8. The term of this Agreement shall commence on the date it is approved by the City and shall remain in effect until the Lascko Litigation has concluded, unless terminated by the parties prior to that time.
9. This Agreement is terminable by either party upon fifteen days written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered up to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in the Lascko Litigation will be prejudiced.
10. This Agreement shall be modified only by a written agreement duly executed by the City and Law Firm.
11. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
12. This Agreement contains the entire agreement between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
13. The Firm shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information

technology systems of the City. If the Firm does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, the parties have signed this Agreement as the dates and year written below.

ALLEN, NORTON & BLUE, P.A.,

CITY OF CLEARWATER,

By: 

Name: Brian Koji

Title: Shareholder Attorney

By: _____

Name: _____

Title: _____