

LEGAL SERVICES AGREEMENT ENTERED  
INTO BETWEEN THE CITY OF LAKE CITY,  
FLORIDA (“CITY”) AND FREDERICK L.  
KOBERLEIN, JR., ATTORNEY AT LAW, AS CITY  
ATTORNEY FOR THE CITY

This Agreement for Legal Services is entered into between the City of Lake City, Florida (herein "City"), a municipal corporation, and Frederick L. Koberlein, Jr., an attorney authorized to practice law in the State of Florida and who has been duly appointed as the City Attorney pursuant to and in accordance with the provisions and requirements of the City Charter (herein “City Attorney” and/or “Koberlein”), and collectively with the City referred herein from time to time as the “Parties”.

WITNESSETH

WHEREAS, the City Charter requires the City Council to appoint a City Attorney and such assistant City Attorneys as it deems necessary, who shall act as legal advisors to the City and all of its officers in matters relating to their official duties and who shall provide the City with legal advice and services required from time to time relating to the operation of the City; and

WHEREAS, the City Council has appointed Frederick L. Koberlein, Jr., as City Attorney, a member of the law firm of Koberlein Law Offices, PLLC, {herein the “Law Firm and/or “Firm”) and has also appointed as assistant City Attorneys all of the Law Firm’s associates. The name and address of each associate of the Law Firm who will be serving as assistant City Attorney shall be certified to and registered with the City by the City Attorney; and

WHEREAS, the Parties wish to enter into an Agreement memorializing the" City and City Attorney’s relationship and specifying the terms and conditions of the legal services arrangement between the Parties as more particularly set forth herein; and

WHEREAS, the Parties to this Agreement believe such a contractual Agreement will be in the best interest of the Parties as well as the citizens and residents of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, rights, and responsibilities of the Parties hereto, the City and the City Attorney

"EXHIBIT" A "

covenant and agree as follows:

## TERM

1. The effective date of this Agreement shall be the 1st day of October, 2016, and shall remain in full force and effect until terminated by either party as provided herein. The City Attorney recognizes and acknowledges that the City reserves the right to terminate the appointment of the City Attorney at any time for cause or no cause upon sixty (60) days' written notice to the City Attorney. The City Attorney shall have the right to resign as City Attorney upon sixty (60) days' written notice to the City. Upon the resignation of the City Attorney, the appointment of the City Attorney's associates as assistant City Attorneys shall also terminate.

2. In the event the City Attorney is terminated, the City Attorney shall be entitled to all compensation billed, and otherwise provided herein, within thirty (30) days of the effective date of termination, which shall include fees earned and expenses incurred by any assistant City Attorney and shall be paid within thirty (30) days of the effective date of his termination as City Attorney.

## BILLING

3. The City Attorney's invoices for legal services rendered to the City, which shall include all legal services rendered to the City by any assistant City Attorney, together with all expenses incurred, shall be prepared and electronically mailed at the end of the month in which services were rendered and costs were incurred. Each monthly invoice shall itemize the nature of the services rendered, the date such service was rendered, identify the individual rendering the service to the City (City Attorney or assistant City Attorney). Each monthly invoice shall also itemize all expenses incurred, including, but not limited to, the name of each paralegal, legal assistant or law clerk performing services, and itemize the date the services were rendered by each. The bill is due upon receipt. The City agrees to pay the bill upon receipt and no later than 30 days from the date it was submitted to the City. All invoices not paid within thirty (30) days from the billing shall bear interest on the unpaid balance at one and one-half percent (1 1/2%) per month. Interest will be applied monthly to any unpaid balance. The City further agrees to timely pay all invoices as required by and be subject to the provisions of Section 218.73, Florida Statutes, referred to as the "Prompt Payment Law". The failure to pay any invoice for fees and costs rendered to the City in accordance with this Agreement will constitute a default by the City. In the event of default, the City consents to the City Attorney's immediate cessation of all legal services on the City's behalf and to the City Attorney's withdrawal as the City's counsel from all pending litigation.

4. The rates for legal fees and costs will be set at:

City Attorney rate	= \$135/hr.
Asst. City Attorney rate	= \$125/hr.
Litigation Rate	= \$160/hr.
Paralegal/Florida Registered Paralegal	= \$ 75/hr.
Law Clerks	= \$ 60/hr.
Legal Assistants	= \$ 60/hr.

Copying costs	=\$0.20 per copy.
Travel mileage	=\$ Current IRS rate (\$0.54/mile)
Research	= \$ As charged by Lexis Nexis or the equivalent legal research provider.

All other out-of-pocket expenses will be invoiced to the City with receipts.

The City Attorney may advance monies for expenses and fees on the City's behalf and the City agrees to reimburse the City Attorney within the aforementioned time frames concerning monthly billing. The City agrees to notify the City Attorney of any disputes concerning charges within ten (10) days from the date of mailing, otherwise, all charges are agreed by the City to be approved and accepted.

5. The billing rate for legal services rendered by the City Attorney and/or assistant City Attorney shall be adjusted annually for each of the first two (2) years of this Agreement by seven dollars and fifty cents (\$7.50) per hour. Upon the expiration of the second year of this Agreement the billing rate for services shall be adjusted annually by the change in prices in accordance with the Consumer Price Index (CPI-U) by multiplying the then current administrative billing rate for services by the total percentage increase in the CPI-U for the prior twelve (12) month period as published by the U.S. Department of Labor, Bureau of Labor Statistics.

#### GENERAL

6. The City Attorney shall keep the City informed of the status of the City's matters and will send the City copies of all correspondence and pleadings related to the representation of the City, so that the City Council, City Manager, and City staff will be aware of the City's legal affairs.

7. During the course of certain City's matters, the City may be required to provide to the City Attorney documents such as tax records, expense records, bank records, deeds, etc. The City Attorney will hold the records for the City during the pendency of the City's action. The City shall not provide the City Attorney with original records unless specifically requested, in writing, to do so by the City Attorney.

8. The City Attorney shall strive to complete the City's work as expeditiously as possible at a fair and reasonable cost in accordance with the aforementioned rates.

9. In the event the City Attorney is unavailable to attend any meetings of the City, the City Attorney will designate one of the City Attorney's associates who has been appointed as an assistant City Attorney, and will give sufficient prior notice to the City Manager of the designated assistant City Attorney who will be attending the meeting. At times the City Attorney may find that outside legal services are necessary to provide the highest quality of legal services to the City and the City Attorney and City Manager shall strive to find competent outside legal services pursuant to the City's procurement policy. Additionally, the City Attorney shall oversee all legal services provided by any outside legal service provider. If requested by the City Manager, legal fees and costs incurred by any such outside attorney shall be invoiced to the City in care of the City Attorney, the amount of which shall be included on the City Attorney's invoice for services rendered and remitted to the outside attorney by the City Attorney.

## BENEFITS

10. The City Attorney is an independent contractor and neither he nor any of his associates who have been appointed assistant City Attorneys shall be entitled to those benefits afforded to full-time City employees.

## CONTINUING LEGAL EDUCATION

11. The City agrees to reimburse the City Attorney for the costs associated with continuing professional development and education in the area of municipal law by reimbursing the City Attorney for the costs associated with

registration fees, lodging, and meals associated with a total of two annual continuing legal education conferences in the legal area of municipal law, one of which may be for attendance at the annual meeting of the Florida Municipal Attorneys' Association annual conference, and/or a City/County Local Government Certification review course. Should the City desire to have the City Attorney, or an assistant City Attorney, attend additional special educational programs, which would be of special benefit to the City with respect to legal issues, the City agrees to reimburse the City Attorney for the costs associated with registration fees, lodging, and meals associated with any additional special educational programs requested and approved by the City.

#### TERMINATION

12. Either party may terminate this Agreement upon giving sixty (60) days' written notice to the other party, which notice shall include the effective date of termination.

#### REPRESENTATION - CONFLICT OF INTEREST

13. The parties agree that the City Attorney and assistant City Attorney will not undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to City matters during the term of this Agreement.

The City Attorney agrees not to represent or provide legal services to any third party-in any matters adverse to and constitute a conflict of interest to the City. If the City Attorney becomes aware of any such conflict of interest, he will advise the City Manager and recuse himself from any representation relating to the matter creating the conflict.

#### INSURANCE-PROFESSIONAL LIABILITY

14. The City Attorney and each assistant City Attorney shall, during the term of this Agreement, maintain professional liability insurance in a sum of no less than \$1,000,000, aggregate claims, and shall upon request provide a copy of the policy or certificate thereof to the City. If the City Attorney's professional liability policy covers the assistant City Attorneys, it shall not be necessary for each assistant City Attorney to maintain separate coverage.

## PUBLIC RECORDS [RECORDS]

15. The City Attorney and each assistant City Attorney shall comply with all laws allowing the public access to Public Records, specifically including, but not limited to Sections 119.0701, and 119.07(1), Florida Statutes Section 24(a) of Art. I of the Florida State Constitution. Notwithstanding any other termination provision in this Agreement, the City may unilaterally cancel this Agreement for refusal by the City Attorney and each assistant City Attorney to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the City Attorney and each assistant City Attorney in conjunction with this Agreement, unless the records are exempt. The City Attorney and each assistant City Attorney agree to comply with any requirements of law including:

a. Keep and maintain public records required by the City in order to perform the service.

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the City Attorney's or assistant City Attorney's time.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following termination of the Agreement if the City Attorney and each assistant City Attorney does not transfer the records to the City.

If the City Attorney and assistant City Attorneys consider any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other law, City Attorney and assistant City Attorneys must simultaneously provide the City with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the

public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the City Attorney and assistant City Attorney claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

d. Upon termination of this Agreement, transfer all public records in possession of the City Attorney and assistant City Attorneys, or keep and maintain public records required by the City to perform the service. If the City Attorney and assistant City Attorneys, transfers all public records to the City upon termination of the Agreement, the City Attorney and assistant City Attorneys, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorney and assistant City Attorneys, keep and maintain public records upon termination of the Agreement, the City Attorney and assistant City Attorneys, shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. Failure of the City Attorney and assistant City Attorneys, to provide the above described public records to the City within a reasonable time may subject City Attorney and assistant City Attorneys, to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CITY ATTORNEY OR ASSISTANT CITY ATTORNEYS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S OR ASSISTANT CITY ATTORNEYS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK, 205 North Marion Ave., Lake City, FL 32055. (386) 719-5756.**

## CONTROLLING LAW AND VENUE

16. The laws of the State of Florida shall govern the construction and interpretation of this Agreement. In the event of a dispute over terms hereof, the parties agree that venue shall be in Columbia County, Florida, and the parties agree to waive a jury trial.

## ENTIRE AGREEMENT AND SEVERABILITY

17. The City and the City Attorney agree that this Agreement encompasses the Parties understanding of their relationship and contractual obligations and that any promises made by one party to the other party which are not included within this written Agreement are not binding upon the other party.

18. The Parties agree that should any portion of this Agreement be found to be ineffective, stricken, or null and void during any dispute over this Agreement, that portion found ineffective, stricken, or null and void shall not cause the remainder of this Agreement to be held the same, and such remaining portions of this Agreement shall remain in full force and effect.

## REPRESENTATIONS AND COVENANTS OF CITY ATTORNEY

19. The City Attorney represents and warrants the following to the City:

- a. That he and each of his associates who are assistant City Attorneys are duly licensed and authorized to practice law in the State of Florida and are in good standing under the rules and regulations of The Florida Bar; and
- b. That he and each of his associates who are assistant City Attorneys are duly admitted to practice law in both State and Federal Courts in Florida.
- c. That he and each of his associates who are assistant City Attorneys represent that there are no pending complaints or grievances filed against them with The Florida Bar.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_ day of September, 2016.

CITY OF LAKE CITY, FLORIDA

KOBERLEIN LAW OFFICES, PLLC.

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.  
Attorney & for Firm

ATTEST:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY, City Attorney