

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2017, by and between THE BOARD OF TRUSTEES OF THE CLEARWATER EMPLOYEES' PENSION PLAN (hereinafter referred to as the "BOARD") and KLAUSNER, KAUFMAN, JENSEN & LEVINSON, a partnership of professional associations (hereinafter referred to as the "ATTORNEY").

WITNESSETH:

WHEREAS, the BOARD is desirous of retaining the services of the ATTORNEY to provide legal counsel to the Board; and

WHEREAS, the ATTORNEY is desirous of providing these services to the BOARD;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree to the following:

1. The ATTORNEY shall provide legal services to the BOARD as follows:
 - a. review all contracts and other documents relating to the affairs of the BOARD for legal sufficiency, legal form and correctness, and approve same on signature page of document;
 - b. provide verbal and legal written opinions as requested by the BOARD and by individual Trustees for matters relating to their duties on the BOARD;
 - c. provide reasonable availability for telephone consultation on matters relating to the affairs of the BOARD;

- d. draft legislation, rules and regulations, contracts and other legal documents as requested by the BOARD;
 - e. review and supervise the services of any other attorneys who may be retained by the BOARD;
 - f. provide continuing educational updates to the Trustees on changes in the law relating to the duties of the Trustees and the management of the Pension Plan;
 - g. attend monthly meetings of the Pension Plan;
 - h. provide such other legal services as the BOARD shall deem appropriate.
2. In consideration of the foregoing work, the BOARD agrees to compensate the ATTORNEY at the rate of THREE HUNDRED FIFTY (\$350.00) DOLLARS per hour for all legal services. This fee is computed on an hourly basis in 1/10th hour increments, other than the special project fees. All billing is by line item and with detail. Out-of-pocket costs and disbursements made by the Firm on behalf of the Pension Plan will be reimbursed as billed. Copying charges are billed at the rate of \$.25 per page and overnight and bulk mail costs are billed as incurred.
3. The ATTORNEY represents that it has expertise in the area of public employee retirement systems and is competent to perform the duties required by this Agreement.

4. The parties recognize that the role of the ATTORNEY in representing the BOARD is that of a fiduciary and the ATTORNEY shall act in accordance with generally accepted principles of fiduciary responsibility.
5. This Agreement shall be governed by the laws of the State of Florida.
6. This Agreement may be terminated with or without cause upon thirty (30) days written notice. The parties may revisit the terms of this Agreement six months after its execution to discuss whether a monthly retainer may better suit the needs of the Board. The terms of the Agreement shall remain in effect as is unless modified in writing.
7. The ATTORNEY shall procure and maintain in full force and effect during the term of this agreement, Professional Liability Insurance with a limit of not less than \$5,000,000 aggregate. The ATTORNEY shall provide the BOARD with proof of the required insurance in a form acceptable to the BOARD prior to the commencement of this Agreement and at least annually thereafter during the month of November. The ATTORNEY shall notify the BOARD immediately in writing if the required insurance policy is cancelled, materially changed, or not renewed. The BOARD may be named as a Certificate Holder on such policy, at the BOARD'S option.
8. Public Records
ATTORNEY will comply with public records laws, specifically to:
 - a. Keep and maintain public records required by the BOARD to perform the service.
 - b. Upon request from the BOARD or its public records custodian, provide the BOARD with a copy of the 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 this chapter or as otherwise provided by law.

- 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 contract term and following completion of the contract if ATTORNEY does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to BOARD all public records in possession of ATTORNEY or keep and maintain public records required by the BOARD to perform the service. If ATTORNEY transfers all public records to BOARD upon completion of the contract, ATTORNEY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATTORNEY keeps and maintains public records upon completion of the contract, ATTORNEY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BOARD, upon request from BOARD or its public records custodian, in a format that is compatible with the information technology systems of BOARD.

**IF ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC**

**RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS:**

JOSEPH ROSETO, HUMAN RESOURCES DIRECTOR

P.O. BOX 4748

CLEARWATER, FL 33758

JOSEPH.ROSETO@MYCLEARWATER.COM

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day
and year first above written.

BOARD OF TRUSTEES OF THE EMPLOYEES'
PENSION PLAN OF THE CITY OF CLEARWATER,
FLORIDA

By: _____
George N. Cretokos, Chairperson

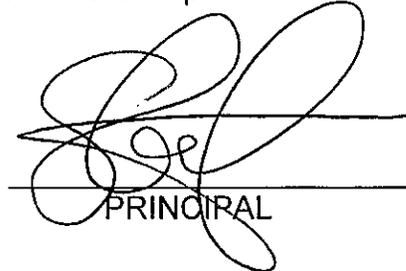
Approved as to form:

Attest:

Pamela K. Akin
City Attorney

Rosemarie Call, City Clerk

KLAUSNER, KAUFMAN, JENSEN & LEVINSON
A Partnership of Professional Associations



PRINCIPAL