

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 2025 by and between the CITY OF CLEARWATER PENSION TRUSTEES (hereafter ‘TRUSTEES’) and the law firm of BANKER, LOPEZ, GASSLER P.A., 360 Central Avenue – Suite 700, St. Petersburg, FL 33701.

WITNESSETH:

WHEREAS the TRUSTEES wish to retain a law firm to serve as outside Counsel to evaluate, advise, and defend disability pension claims when requested by the City Manager or City Attorney.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. AUTHORIZATION TO PROCEED AS COUNSEL. Counsel is hereby authorized to provide services as described in this Agreement and for the professional fees described in this Agreement.

SECTION 2. SCOPE OF SERVICES. Counsel hereby agrees to provide its professional services in connection with defense of pension claims as assigned by the Pension Advisory Committee.

SECTION 3. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to a rate of \$300.00 per hour for legal services performed by Mark E. Hungate, Esq., or for other shareholder level attorneys within the firm, \$200.00 per hour for legal services by associate attorneys, and \$125.00 for paralegal services. The TRUSTEES and Counsel agree these rates automatically increase to \$350.00 per hour for legal services performed by Mark E. Hungate, Esq., or for other shareholder level attorneys within the firm, \$225.00 per hour for legal services by associate attorneys and \$135.00 for paralegal services effective January 1, 2027. Otherwise, rates are subject to increase within the term of this agreement by mutual written agreement between Counsel and the TRUSTEES and it is agreed between the parties that a rate increase need not require execution of a new agreement. It is agreed that the hourly rate will be paid during attorneys’ travel time when travel is required during representation of the TRUSTEES under this agreement.

SECTION 4. TERM. This Agreement will be effective from July 1, 2025 to June 30, 2028.

SECTION 5. COMPENSABLE EXPENSES. Reimbursement of expenses shall be made by the City to the firm for reasonable out-of-pocket expenses as determined by the City Attorney, without markup, including but not limited to long distance calls and facsimiles, copying or reproducing documents, postage, court costs, parking costs and travel incurred by Counsel in performance of the duties hereunder. Travel and per diem costs as well as auto travel expenses shall not exceed that which is available to City of Clearwater employees.

SECTION 6. INDEMNIFICATION AND INSURANCE. Counsel agrees to protect, defend, indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or due to any negligent act or omission of Counsel or its employees in connection with or arising directly or indirectly out of this Agreement and/or the

performance hereof. Without limiting its liability under this Agreement, Counsel shall procure and maintain during the life of this Agreement professional liability insurance in an amount in excess of \$1,000,000. This provision shall survive the termination of this Agreement.

SECTION 7. CONFLICT OF INTEREST. It is understood by the TRUSTEES and Counsel that Counsel is not aware of any clients of the firm that currently present any conflict between the interests of the TRUSTEES and other clients of Counsel. If any potential conflict of interest arises during the time Counsel is representing the TRUSTEES, Counsel will promptly inform the City Attorney. The TRUSTEES are under no obligation to agree to permit the conflict representation.

SECTION 8. CONSTRUCTION AND AMENDMENTS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the TRUSTEES and Counsel.

SECTION 9. CANCELLATION OF AGREEMENT. The TRUSTEES or Counsel may cancel or terminate this Agreement upon Sixty (60) days advance written notice. In the event of cancellation, Counsel shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable fees and expenses incurred prior to the date of cancellation. Further, it is understood and agreed between the TRUSTEES and Counsel that Mark E. Hungate, Esquire, will be the lead attorney assigned by the firm to provide the services contained herein. The TRUSTEES in their absolute discretion may immediately terminate this Agreement upon written notice to the firm if the services of this attorney are unavailable to the TRUSTEES.

SECTION 10. ATTORNEY'S FEES. In the event that either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own costs and attorney's fees and that jurisdiction for such an action shall be in a court of competent jurisdiction in Pinellas County, Florida.

IN WITNESS WHEREOF, the City, an authorized representative of the City of Clearwater Pension Trustees and outside Counsel have all executed this Agreement as of the date first written above.

Countersigned:

The Honorable Bruce Rector
Mayor

CITY OF CLEARWATER PENSION TRUSTEES

By: _____

Approved as to form:

David Margolis, Esq.
City Attorney

Attest:

Rosemarie Call
City Clerk

BANKER LOPEZ GASSLER P.A.

By: _____
Mark E. Hungate, Esq.

