

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (the "Agreement") is entered into as of this _____ day of September, 2025, with an Effective Date of July 1, 2025, nunc pro tunc, by and between the **CITY OF CLEARWATER**, P.O. Box 4748, Clearwater, Florida 33758-4748 (the "City"), and the law firm of **BAKER & HOSTETLER LLP**, 200 South Orange Avenue, Suite 2300, Orlando, Florida 32801 ("Counsel").

WITNESSETH:

WHEREAS, the City wishes to retain Counsel to serve as legal counsel on certain environmental issues;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto 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 to the City for the purpose of addressing:

(i) environmental matters as the same may arise from time to time, including, but not limited to, environmental and other transactional representation requested or approved by the City Attorney in support of CGS Energy, formerly known as Clearwater Gas System, and

(ii) the remediation activities being conducted at the Joe DiMaggio Sports Complex, Harbor Drive Fill Area, the Clearwater Gas Complex property, and other sites as necessary ("Sites"). Counsel's professional services will include coordinating with the City and the Florida Department of Environmental Protection for the remediation and ultimate closure of the Sites, engaging outside consultants, as otherwise approved by the City, and other actions reasonably necessary to comply with the laws and regulations applicable to the City, as well as the other legal obligations, and with respect to remediating these Sites.

SECTION 3. TERM. The term of this Agreement shall be for two (2) years, beginning on July 1, 2025, nunc pro tunc, and shall expire on September 30, 2027 ("Term").

SECTION 4. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to an initial rate of \$675.00 per hour for attorney services for William L. Pence and other partners, to a rate of \$475.00 per hour for additional attorney services by Hanna F. Elmasry and other associates, and to a rate of \$370.00 per hour for paralegal services by Tami Whaley or other paralegals. Professional fees for services shall not exceed \$100,000.00 for the Term of this Agreement.

SECTION 5. COMPENSABLE EXPENSES. Reimbursement of expenses shall be made by the City to Counsel 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 its duties hereunder. Travel and per diem costs as well as auto travel expenses shall not exceed that which is available to City employees.

SECTION 6. INDEMNIFICATION AND INSURANCE. Counsel represents that it has expertise in the area of environmental issues and is competent to perform the duties required by this Agreement. 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, its employees, agents and subcontractors 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 of \$1,000,000. This provision shall survive the termination of this Agreement.

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

SECTION 9. CANCELLATION OF AGREEMENT. The City may cancel or terminate this Agreement upon ten days advance written notice to Counsel. In the event of cancellation, Counsel shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation. Further, it is understood and agreed between the City and Counsel that William L. Pence will be the lead attorney assigned by Counsel to provide the services contained herein. The City, in its absolute discretion, may immediately terminate this Agreement upon written notice to Counsel if the services of this attorney are unavailable to the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Counsel have executed this Agreement as of the date first written above.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager


Approved as to form:

Attest:

David Margolis
City Attorney

Rosemarie Call
City Clerk

BAKER & HOSTETLER LLP

By: 
William L. Pence, Partner