November 6, 2019

Palm Tran, Inc./Amalgamated Transit Union
Local 1577 Pension Plan
Board of Trustees
2392 Mt. Vernon Road - Suite 200
Atlanta, GA 30338

Re: Palm Tran, Inc./Amalgamated Transit Union Local 1577 Pension Plan
Fee Increase
Our File Number: 150085

Dear Trustees:

Please be advised that we will be making an adjustment to our fees. Beginning April, 2020, your new rate will be $300.00 per hour. Please note that our last fee increase was in April, 2017. Attached is an agreement for legal services which provides for the new fees.

We greatly appreciate your business and the opportunity to continue serving you. If you have questions regarding this increase, please contact me.

Sincerely yours,

Bonni S. Jensen

BSJ:Idm
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ___ day of ____________, 20___, by and between THE BOARD OF TRUSTEES OF THE PALM TRAN, INC./AMALGAMATED TRANSIT UNION LOCAL 1577 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;
   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 ($300.00) Dollars per hour for all legal services. Travel is billed at one-half the hourly rate. This fee is computed on an hourly basis in 1/10th hour increments, other than 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. The fees paid by the Pension Plan include registration for the annual Klausner, Kaufman, Jensen & Levinson Client Conference. Any work performed on behalf of THE BOARD in securities litigation matters shall be compensated solely on a contingent fee basis derived from a portion of any fee approved by the Court for the lead securities counsel.

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. INSURANCE

A. 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, if requested, in a form acceptable to THE BOARD prior to the commencement of this Agreement and at least annually thereafter during the month of October. 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.

B. The ATTORNEY shall procure and maintain in full force and effect during the term of this agreement, Cyber Liability Insurance with limits set forth in the attached Indication of Terms. The ATTORNEY shall provide THE BOARD with proof of the required insurance, if requested, in a form acceptable to
THE BOARD prior to the commencement of this Agreement and at least annually thereafter during the month of May. 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 The 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 the 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 the BOARD, upon request from the BOARD or its public records custodian, in a format that is compatible with the information technology systems of the 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:

MARY SHAH, ADMINISTRATOR

2392 MT. VERNON ROAD - SUITE 200

ATLANTA, GA  30338

(770) 551-8989 - Ext. 121

mary.shah@sba-inc.com

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

PALM TRAN, INC./AMALGAMATED TRANSIT UNION LOCAL 1577 PENSION PLAN

______________________________
CHAIRMAN

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

______________________________
PARTNER