

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment") made and entered into this 24th day of October, by and between the City of Panama City Commission (the "Commission"), Nevin J. Zimmerman, as the appointed City Attorney ("Zimmerman") and Burke Blue Hutchison Walters & Smith, P.A. ("Burke-Blue") as the "Associated Firm" as that term is used in FRP No. PC 13-116;

WHEREAS, the parties entered into the Professional Services Agreement on April 9, 2013;

WHEREAS, the parties amended the Professional Services Agreement by replacing the hourly method of payment with a lump-sum retainer on March 11, 2014 (the "Agreement") and which further provided that the lump-sum retainer is to be re-evaluated at the end of six months;

WHEREAS, the parties desire to re-evaluate and amend the amount of the lump-sum retainer and increase the scope of services in the Agreement;

WHEREAS, the parties desire that all other terms of the Agreement remain unchanged.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein expressed, do agree as follows:

1. Paragraph 3 of the Agreement shall be amended by adding a new subparagraph (l) at the end of the description of legal services to be provided:

(l) Providing advice and assistance to the Human Resources and Risk Management Department for the City, such advice and assistance to include (i) employee issues (including but not limited to workers compensation claims, employee evaluation, disciplinary and termination issues) and (ii) risk management issues (including but not limited to a review of all claims and lawsuits filed against the City); the assistance will include weekly or periodic meetings with the Human Resources and Risk Management Department and working with and reviewing the representation of the City by insurance carriers and their adjusters, third party administrators and attorneys; and the representation of the City before its Civil Service Board and Pension Board.

2. The first sentence of Paragraph 5 of the Professional Services Agreement shall be amended and modified by amending the amount of the lump-sum retainer as follows:

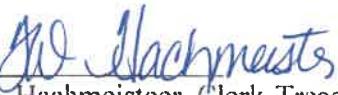
Commencing October 1, 2017 Burke Blue will be paid a lump-sum retainer of \$22,500.00 per month (or \$270,000 annually) for Covered Services.

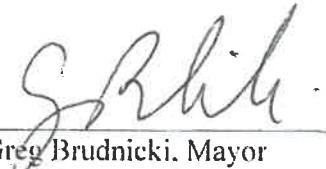
3. All other terms and conditions of the Agreement shall remain unchanged except as expressly amended herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the date and year first above written.

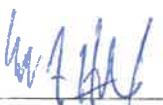
CITY OF PANAMA CITY
CITY COMMISSION

ATTEST:


T.D. Hachmeister, Clerk-Treasurer


Greg Brudnicki, Mayor

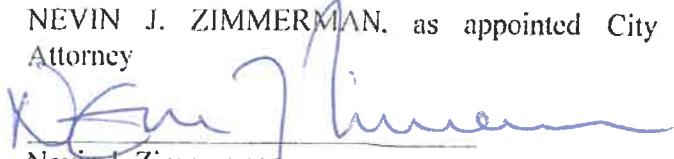
BURKE, BLUE, HUTCHISON, WALTERS & SMITH, P.A.

By: 
Ward Hutchison, President

ATTEST:


Elizabeth J. Walters, Secretary

NEVIN J. ZIMMERMAN, as appointed City Attorney


Nevin J. Zimmerman

SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT

This SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Police Services Supplement") made and entered into this 29th day of October, by and between the City of Panama City Commission (the "Commission"), Nevin J. Zimmerman, as the appointed City Attorney ("Zimmerman") and Burke Blue Hutchison Walters & Smith, P.A. ("Burke-Blue") as the "Associated Firm" as that term is used in FRP No. PC 13-116;

WHEREAS, the parties have previously entered into Professional Services Agreement on April 9, 2013, as amended on March 11, 2014 and October 24, 2017 (the "Agreement") to provide general legal services to the City;

WHEREAS, the parties desire for Burke-Blue to provide specialized legal services for the Police Department;

WHEREAS, the parties desire that all other terms of the Agreement remain unchanged and this Police Services Supplement to be in addition to the services in the Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein expressed, do agree as follows:

1. Acting as the City Attorney, Zimmerman and the Commission approved designates from Burke-Blue shall provide specialized legal services in the representation of the Police Department which include the following:
 - (a) Assess and analyze the unusual public records requests, especially from those groups trying to obtain some violation of s. 119 to file suit.
 - (b) Respond to the questions regarding new ordinances, research legal questions to include both law enforcement case law as well as civil law and employment issues.
 - (c) Review reports and attend briefings to provide legal advice for officers involved in incidents which may expose the City to potential liability.
 - (d) Work with contracted attorneys from insurers on employment and civil litigation.
 - (e) Attend weekly Command Staff meetings for briefing on current forfeitures, filings or other reviews needed from the office and to provide update on current cases.
 - (f) Initiate and pursue litigation on civil forfeiture of contraband property, including property, motor vehicles and cash.

- (g) Assist in replevin actions with the courts where motions have been filed on return of property, ensuring statutes regarding disposition are followed and clerk of court may be made aware of claim to property for outstanding fines and fees.
- (h) Assist in providing legal advice for civil service board actions or work with other counsel if those actions are tied to litigation.
- (i) Aid in drafting and or updating police related city ordinances for presentation to the commission.
- (j) Draft contracts or other legal documents, including mutual aid agreements that facilitate police operations.
- (k) Provide formal legal opinions on matters affecting Police operations to include Fair Labor Standards Act, Police Officer Bill of Rights, Public Records Law and American with Disabilities Act.
- (l) Respond to incidents involving serious injury or death in which department employees are involved; respond to officer involved shooting incidents or use of force incidents which result in serious injury or death.
- (m) Perform legal research and studies of precedents, case trends, ruling and laws which affect police operations and prepare legal bulletins on changes as needed.
- (n) Work with the Risk Manager (Human Resources Director) in protecting the interest related to civil liability arising from police operations.
- (o) Respond, as may be ordered by the Court, to both pro se and attorney filed Motions for various forms of relief.
- (p) Assist as needed in the preparation of cases, including working with the State Attorney's office.

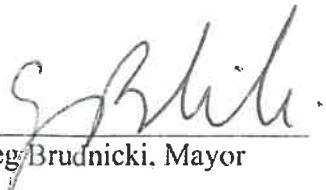
2. The initially approved designate for Zimmerman from Burke-Blue is Natalie McSwane and Michael Burke.
3. Commencing October 1, 2017 Burke Blue will be paid a lump-sum retainer of \$7,500.00 per month (or \$90,000.00 annually) for providing the Police Department Services.
4. All terms and conditions of the Agreement shall remain unchanged and this Police Services Supplement is subject and supplemental to the Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the date and year first above written.

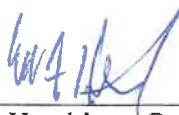
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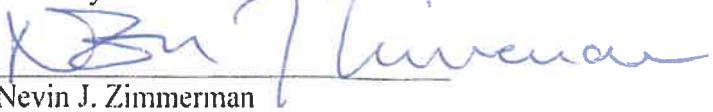
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NEVIN J. ZIMMERMAN, as appointed City
Attorney


Nevin J. Zimmerman