



LES W. BURKE °  
ROB BLUE, JR.  
EDWARD A. HUTCHISON, JR.  
DOUGLAS L. SMITH +  
NEVIN J. ZIMMERMAN  
MICHAEL S. BURKE  
JOY MARLER MASTERS ++  
GRAHAM CLARKE °\*+++ ♦  
CLARK T. ROGERS  
NATALIE A. MCSWANE  
WILLIAM C. HENRY °\*\*  
SANDRA A. WILSON °  
GREGORY J. PHILO  
JESSICA L. STEWART  
KELLIANNE C. BARKLEY \*\*\*  
JON GRONBECK  
CAROLINE LACOUR SMITH°  
NICHOLAS L. CARUSO

February 16, 2022

City Commission  
City of Panama City  
501 Harrison Avenue  
P.O. Box 1880  
Panama City, FL 32401

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° OF COUNSEL  
\* ALSO ADMITTED IN GEORGIA  
\*\* ALSO ADMITTED IN NEW YORK  
\*\*\* ALSO ADMITTED IN ALABAMA  
+ CERTIFIED CIRCUIT COURT MEDIATOR  
++ L.L.M. IN TAXATION  
+++ CERTIFIED FAMILY MEDIATOR  
♦ BOARD CERTIFIED MARITAL &  
FAMILY LAW ATTORNEY

Re: Request to Approve Engagement Letter with Harrison, Rivard, Duncan & Buzzett

Dear Mayor and City Commissioners:

Please find enclosed an engagement letter with the law firm of Harrison, Rivard, Duncan & Buzzett. It is our recommendation that the Commission approve this engagement letter.

The primary tasks we are recommending the Harrison law firm to work on for the City are as follows:

\*Assist the City in amending the Submerged Land Leases from the State of Florida for the Downtown and St. Andrews Marinas.

\*\*This law firm assisted in amending the land lease in 2013 which resulted in the State waiving the annual fee and lengthening the term.

\*\*The request now is to consider a further lengthening of the term and for amendments that reflect the current development of the upland marina area at the Downtown Marina.

\*\*Rob Blue at Burke Blue has prepared the initial changes and Harrison Rivard will work with the State and assist in the presentation to the Governor and Cabinet.

\*Assist the City in pursuing Triumph funding for the PAEC project.

\*\*Mr. Harrison has extensive experience in applying for and securing Triumph funding (for example the Eastern Shipbuilding Group project).

\*\*The firm will work with the architect team for the PAEC project and City Staff in developing a project that can be presented to the Triumph Board for funding.

Finally, the engagement letter provides for tasks to be assigned by the City Manager and we anticipate that there will be other miscellaneous tasks they will be asked to assist on.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Nevin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nevin J. Zimmerman, City Attorney

cc: Mark McQueen, City Manager  
Jan Smith, City Clerk-Treasurer  
William Harrison, Esq.

**ATTORNEY EMPLOYMENT CONTRACT  
FEE AGREEMENT**

**Scope of Service**

City of Panama City agrees to retain and employ Attorneys Harrison Rivard Duncan & Buzzett, CHTD. to represent City of Panama City in connection with various assignments which will be generally outlined in separate written tasks.

**Responsibilities**

We will rely upon information and guidance provided by you throughout this representation. To enable us to effectively represent you, you agree to cooperate fully with us in all matters relating to the preparation and handling of your matters. You agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we request. You also agree to keep us apprised of developments relating to any matter pertinent to our representation.

You agree that we shall communicate on a regular basis with the City Manager, the City Attorney or such other person[s] as may be designated in writing to us.

Either at the beginning or during the course of our representation in the assigned matters, we may express our opinions or beliefs concerning the matter, various courses of action, or the possible results. Any such statement made by any shareholder or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a statement of fact, promise or guarantee of any particular result. No guarantees are possible in matters such as this.

**Staffing**

Given the variety and complexities of the matters encompassed by this agreement, counsel will necessarily staff these matters with a number of attorneys and support personnel. The attorneys and support personnel who work on the assigned matters as encompassed by this agreement may change from time to time. It is within the sole discretion of counsel as to which attorneys and staff will work on the matters encompassed by this agreement except that William G. Harrison, Jr. shall be the attorney in charge of these matters for Harrison Rivard Duncan & Buzzett, CHTD.

**Complexity of Undertaking**

City of Panama City acknowledges and understands that some assignments may involve extremely difficult issues and may require significant time to address, conclude, or resolve. City of Panama further acknowledges and understands that Harrison Rivard Duncan & Buzzett will endeavor to complete the undertakings in an efficient and cost-effective manner consistent with its customary practices.

## **Fees, Costs and Expenses**

The fee arrangement is as follows:

1. Senior Partners: \$350 per hour
2. Junior Partners: \$250 per hour
3. Associates: \$200 per hour
4. Paralegals and Data Researchers: \$85 per hour
5. All administrative costs are included in the hourly rates except for extraordinary costs and expenses which will be paid for by the City only when prior approval of such costs and expenses are explicitly approved by the City before the costs and expenses are incurred by Counsel.

## **Termination**

City of Panama City may terminate its engagement of Counsel at any time by providing written notice to Counsel of its decision. In such an event, City of Panama City shall pay the reasonable value of the services provided by Counsel. Counsel may terminate its representation of City of Panama City at any time, consistent with Counsel's obligations under the applicable code of professional conduct, by providing written notice to City of Panama City of its decision. In the event of termination, City of Panama City and Counsel each agree to take all necessary steps to effectuate such a termination, including the execution of any necessary documents to complete Counsel's withdrawal or discharge.

## **Notices**

Any notice, request, demand, or other written communication in connection with this Agreement shall be deemed to have been given or made when received by the Party to whom directed. All such notices and other communications shall be in writing (including email) unless otherwise provided herein and shall be directed as follows:

*If to City of Panama City,*

City Manager  
City of Panama City  
501 Harrison Ave.  
Panama City, FL  
32401

Nevin Zimmerman, Esq  
City Attorney  
501 Harrison Ave  
Panama City, FL 32401

*If to Harrison Rivard Duncan &  
Buzzett,*

William G. Harrison, Jr., Esq  
101 Harrison Ave  
Panama City, FL 32401  
wharrison@harrisonrivard.com

### **Approval Necessary for Settlement, Resolution**

Counsel will forward to City of Panama City all potential matter settlement offers or dispute/issue resolution and will not finalize any matter or resolve any issue without first notifying City of Panama City and obtaining your consent and approval.

Moreover, City of Panama City appoints Counsel as City of Panama City's power of attorney in fact and grants Counsel the authority to act as City of Panama City's negotiator in any and all assigned matters which result in negotiation of disputes or conflicts concerning the subject matters issued to Counsel pursuant to this Agreement provided that Counsel will not agree to resolutions, settlements or conclusions of matters without the consent of City of Panama City 's designated representative.

### **Limitations**

Counsel shall not be obligated to file any suit, take any step or action in a suit, and/or take an appeal from any decision if Counsel, in their good faith, reasonable opinion, and sole discretion, determine that the taking of such step or action would violate the applicable Florida Bar Rules of Professional Conduct.

### **Severability**

In case any of the provisions contained in this Agreement shall be held to be invalid or unenforceable, in any respect, such invalidity or unenforceability shall not affect any such other provisions hereof, but this Agreement shall be construed as if such invalid or unenforceable provisions had never been contained herein.

### **Advice Regarding This Agreement**

City of Panama City may wish to seek independent legal advice concerning this Agreement. If it decides to discuss this Agreement with others, it should keep in mind that this Agreement is a privileged attorney-client communication that may lose its privileged status if it is shown to anyone other than its legal advisors.

### **Survival**

The obligations in this Agreement that are intended to survive termination or conclusion of this Agreement, including the Sections above regarding Fees shall survive any such termination or conclusion.

### **Successors and Assigns**

While Harrison Rivard Duncan & Buzzett CHTD and City of Panama City have entered into this Agreement, the parties intend this Agreement to be binding upon them and all of their successors and assigns.

### Authority


Each party represents and warrants to the other that it has full right and authority to enter into this Agreement. Each of the undersigned representatives of his/her party hereby represents and warrants that he/she has been duly authorized and possesses actual authority to contract and bind the party on whose behalf he/she signs, documentary confirmation for which shall be provided to the other party upon request. This Agreement shall be binding and effective upon each party when executed by that party's representative.

### Potential Conflicts of Interest

Counsel and the City of Panama City acknowledge and consent to Counsel's continued representation of Counsel's existing clients which are provided to the City Attorney under separate cover and approved by the City Attorney and the City of Panama City. In the events that Counsel represents clients in the future who may have the potential for having a conflict of interest with the City of Panama City, Counsel will obtain approval of Counsel's representation of their client. The City Attorney will take whatever steps are necessary internal to the City of Panama City to obtain approval that the City of Panama City does not perceive there to be a conflict of interest. Counsel and the City Attorney's Office will address the potential for conflicts of interest pursuant to applicable Rules of Professional Conduct of the Florida Bar.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City of Panama City  
By Mark McQueen, City Manager

  
\_\_\_\_\_  
William G. Harrison, Jr., President  
Harrison Rivard Duncan & Buzzett, CHTD