



# City of Panama City

AGENDA  
CHARTER REVIEW ADVISORY BOARD  
501 HARRISON AVENUE ROOM 236  
EXECUTIVE CONFERENCE ROOM  
JANUARY 22, 2026, 12:00 P.M.

1. **Call to order.**
2. **Opening Prayer.**
3. **Pledge of Allegiance to the Flag.**
4. **Roll Call.**
5. **Approval of the Minutes of the Charter Review Advisory Board for the January 8, 2026, meeting.**

Documents:

[1.8.2026 MINUTES CHARTER REVIEW ADVISORY BOARD.PDF](#)

6. **Staff Reports.**
  - 6.a. **Introduction to Governmental Accounting.**

Documents:

[FINANCIAL PRESENTATION.PDF](#)

- 6.b. **City Clerk-Treasurer Duties and Responsibilities.**

Documents:

[MEMO CITY CLERK-TREASURER DUTIES.PDF](#)

- 6.c. **Code of Ordinances Sections.**

Documents:

[CODE OF ORDINANCES SECTIONS.PDF](#)

- 6.d. **Charter Officers' Contracts.**

Documents:

CITY MANAGER CONTRACT JONATHAN H. HAYES 01.09.2024.PDF  
CITY CLERK JANETTE SMITH EMPLOYMENT CONTRACT 04.27.2021.PDF  
BURKE BLUE HUTCHISON WALTERS SMITH ATTORNEY PROFESSIONAL  
SERVICE AGREEMENT 04.09.2013.PDF  
BURKE BLUE HUTCHISON WALTERS SMITH 1ST AMENDMENT  
AGREEMENT 03.11.2014.PDF  
BURKE BLUE HUTCHISON WALTERS SMITH 2ND AMENDMENT  
AGREEMENT 10.24.2017.PDF  
BURKE BLUE HUTCHISON WALTERS SMITH 3RD AMENDMENT  
AGREEMENT10.23.2018.PDF  
BURKE BLUE HUTCHISON WALTERS SMITH 4TH AMENDMENT  
AGREEMENT 08.25.20.PDF  
FIFTH AMENDMENT CITY ATTORNEY PROFESSIONAL SERVICES  
AGREEMENT.PDF

**7. Audience Participation.**

**8. Article IV Discussion - Elections.**

To include Election Timing and the Election Process.

ARTICLE IV. - ELECTIONS | CODE OF ORDINANCES | PANAMA CITY, FL |  
MUNICODE LIBRARY

**9. Article VII Discussion on Revised Language – City Manager.**

ARTICLE VII. - CITY MANAGER | CODE OF ORDINANCES | PANAMA CITY, FL |  
MUNICODE LIBRARY

**10. Article VIII Discussion on Revised Language – City Attorney.**

ARTICLE VIII. - CITY ATTORNEY | Code of Ordinances | Panama City, FL |  
Municode Library

**11. Article XIII Discussion – City Clerk and Collector.**

ARTICLE XIII. - CITY CLERK AND COLLECTOR | Code of Ordinances | Panama  
City, FL | Municode Library

**12. Article V Discussion – City Officers, Employees and Departments Generally.**

ARTICLE V. - CITY OFFICERS, EMPLOYEES AND DEPARTMENTS  
GENERALLY | CODE OF ORDINANCES | PANAMA CITY, FL | MUNICODE  
LIBRARY

**13. Preparation for next meeting.**

**14. Adjournment.**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding should contact the City's Human Resources Department by 5 pm on the Friday prior to the proceeding at telephone (850) 872-3009 for assistance.



City of Panama City, Florida  
501 Harrison Avenue, Panama City, FL 32401  
(850) 872-3000 | [panamacity.gov](http://panamacity.gov)

**MINUTES  
CHARTER REVIEW ADVISORY BOARD  
501 HARRISON AVENUE  
EXECUTIVE CONFERENCE ROOM 236  
JANUARY 8, 2026, 12:00 P.M.**

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1. Chairman Brandon Henderson-Jansenius called the meeting to order.
2. Opening Prayer was led by Jonathan H. Hayes, City Manager.
3. The Pledge of Allegiance to the Flag was recited.
4. Roll Call.

City Clerk – Treasurer Janette Smith called the role with the following members present: Mr. Ron Danzey, Vice Chairman Brandon Henderson-Jansenius, Mr. JP Ferreira and Ms. Cecile Scoon. Chairman Brandon Burg did not attend.

5. Approval of the Minutes of the Charter Review Advisory Board for the December 4, 2025 meeting and for the October 23, 2025 meeting as amended.

Ms. Scoon moved to approve the minutes for December 4, 2025 meeting and for the October 23, 2025 meeting as amended, Charter Review Advisory Board meeting. On a voice vote, all were in favor as presented. None opposed.

6. Staff Reports

There were no staff reports.

7. Audience Participation.

Daniel Schultz, 330 Mercedes Avenue, Panama City addressed the Board.

8. Article IV Discussion – Elections  
To include Election Timing and the Election Process

City Manager Jonathan Hayes read an email from Chairman Brandon Burg. See attachment A.

Ms. Scoon moved to recommend that the City Elections be moved to align with the State and Federal Elections. On a roll call vote, Mr. Henderson-Jansenius, Mr. Danzey, and Ms.

Scoon voted "YEA". Mr. Ferreira voted "NAY". The City Clerk certified the motion passed by a 3-1 vote.

Mr. Zimmerman stated that his office will prepare a menu of options for the next meeting to facilitate discussion on implementation of the election procedures such as plurality vs. majority decisions and run-off requirements.

#### 9. Article VII Discussion – City Manager

Section 100. The Board directed the City Attorney to clarify the language with regard to holding other offices or positions other than for the benefit of the City and to revise the residency requirement to read that the City Manager must be a qualified elector within six months of his appointment.

Section 101. The Board requested information on how the Mayor, Commissioners and Charter Officers are compensated across the State.

Section 102. The City Attorney suggested that his office review and advise of changes to the language and to research how other cities address the removal of officers and the City Manager duties.

Terri Lillard, 1016 W. 9<sup>th</sup> Street, Panama City; Brenda Lewis-Williams, 2748 Oak Hammock Drive, Panama City addressed the Board.

#### 10. Article VIII Discussion – City Attorney

The Board requested the removal language of Section 102 be mirrored in Article VIII.

Section 105. The Board requested that the residency status language should mirror the language in Section 100 under Article VII – City Manager.

The Board requested contracts for all Charter Officers.

#### 11. Article XIII Discussion – City Clerk and Collector

The Board requested that Article XIII be formatted similarly to Article VII.

The Board requested that the powers and duties section be laid out similarly to Article VII – City Manager.

10. Article V Discussion – City Officers, Employees and Departments Generally – not addressed at this meeting.

#### 13. Preparation for next meeting.

Review documentation requested review and discuss Article XIII – City Clerk and Collector and Article V – City Officers, Employees and Departments Generally

#### 14. Adjournment.

Ms. Scoon motioned to adjourn. On a voice vote all were in favor. None opposed.

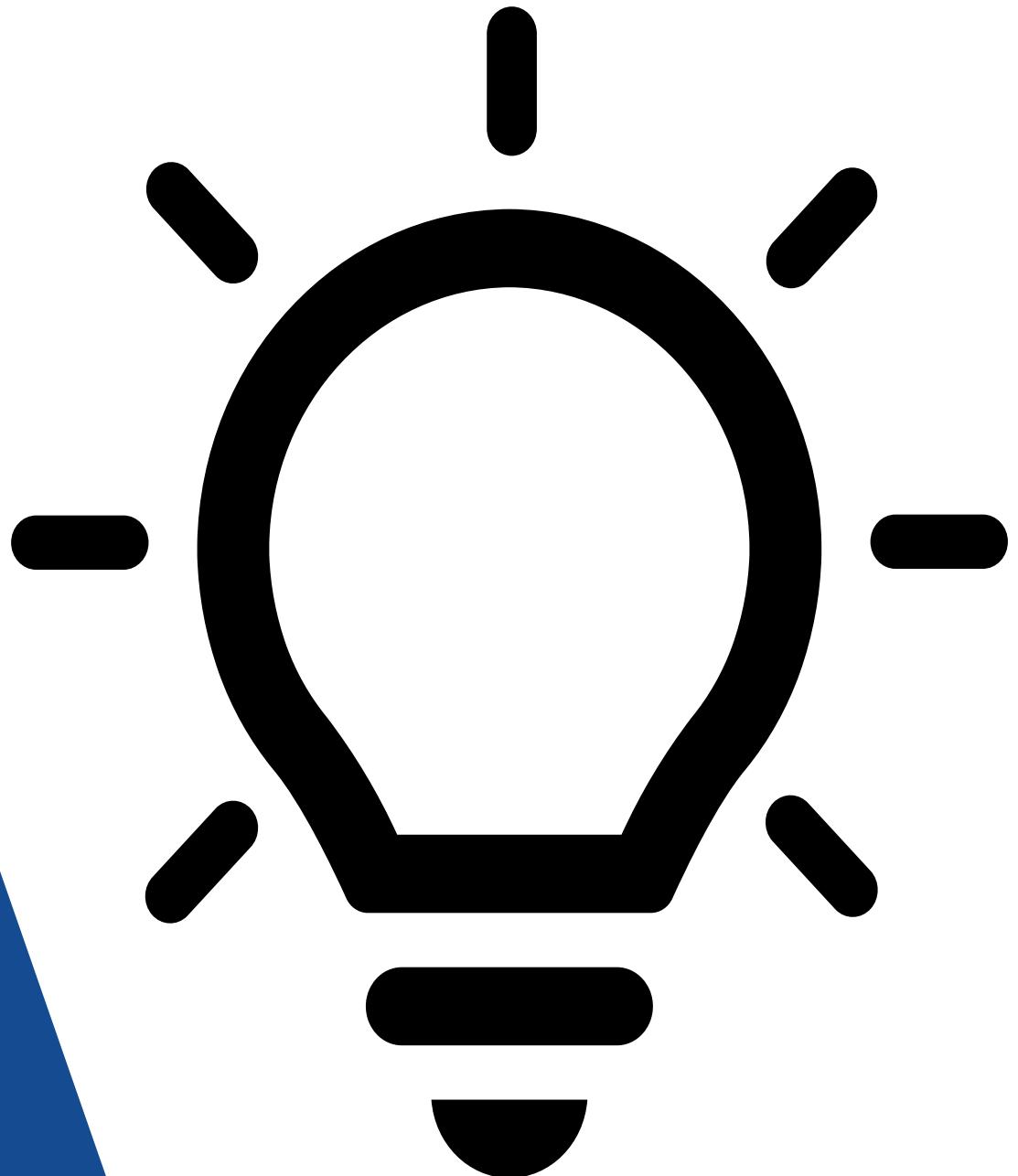
The meeting was adjourned at 2:24 p.m.



CITY OF PANAMA CITY

**A BRIEF INTRODUCTION TO  
GOVERNMENTAL ACCOUNTING**

# CONCEPTS



## LOCAL GOVERNMENT ~ CONGLOMERATE

- Yum Brands = KFC, Pizza Hut, Taco Bell
- General Mills = Betty Crocker, Cheerios, Old El Paso, Pillsbury+++
- Berkshire Hathaway, Inc. = Fruit of the Loom, Dairy Queen, Duracell, & GEICO+++

Each subsidiary operates semi-autonomously, but are ultimately controlled by the parent company.

## CITY OF PANAMA CITY ~ PARENT COMPANY

- CITY MANAGER = CITY OPERATIONS (BRANDS = FUNDS/DEPARTMENTS)
- CITY CLERK = ACCOUNTING, OFFICIAL RECORDS, CASH COLLECTIONS (ALL FUNDS)
- CITY ATTORNEY = LEGAL AND CONTRACTUAL (ALL FUNDS)



# CITY“BRANDS”

CITY  
TM



**GENERAL FUND**

COMMISSION/MANAGER/ATTORNEY/CLERK/BUDGET/PURCHASING/HUMAN RESOURCES/LOGISTICS/LAND USE/ENGINEERING/PUBLIC WORKS/FACILITY MAINTENANCE/POLICE DEPARTMENT/FIRE DEPARTMENT/STREETS DEPARTMENT/PARKS, CULTURE & RECREATION/MISCELLANEOUS

**INFRASTRUCTURE SURTAX FUND****COMMUNITY REDEVELOPMENT AGENCY**

ST. ANDREWS/DOWNTOWN/DOWNTOWN NORTH/MILLVILLE

**CITY SHIP FUND****HOUSING & COMMUNITY SERVICES****DEBT SERVICE FUNDS**

SERIES 2013B/2016/2018/INFRASTRUCTURE 2018/2023

**UTILITIES FUND**

WATER/WASTEWATER/UNDERGROUND UTILITIES/LIFTSTATIONS

**ENVIRONMENTAL SERVICES FUND****MARINAS FUND**

ST. ANDREWS/DOWNTOWN

**EQUIPMENT MAINTENANCE FUND**

**GRANT FUNDS + FEMA  
CAPITAL PROJECTS FUNDS  
PENSION FUNDS  
SELF-INSURANCE FUNDS**



# THE COLOR OF MONEY



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**GENERAL FUND**

TAXES – PROPERTY, GAS, UTILITY, COMMUNICATION SERVICES, SALES/FRANCHISE FEES/STATE REVENUE SHARING/CHARGES FOR SERVICES/INVESTMENT INCOME/LICENSE AND PERMITS/FINES AND FORFEITURES/TRANSFERS

**INFRASTRUCTURE SURTAX FUND****COMMUNITY REDEVELOPMENT AGENCY**

TAX INCREMENT FINANCING – CITY AND BAY COUNTY/INVESTMENTS/GRANTS

**CITY SHIP FUND****HOUSING & COMMUNITY SERVICES****DEBT SERVICE FUNDS**

TRANSFERS AND INVESTMENT INCOME

**UTILITIES FUND**

CHARGES FOR SERVICES/IMPACT FEES/LOANS/GRANTS

**ENVIRONMENTAL SERVICES FUND****MARINAS FUND**

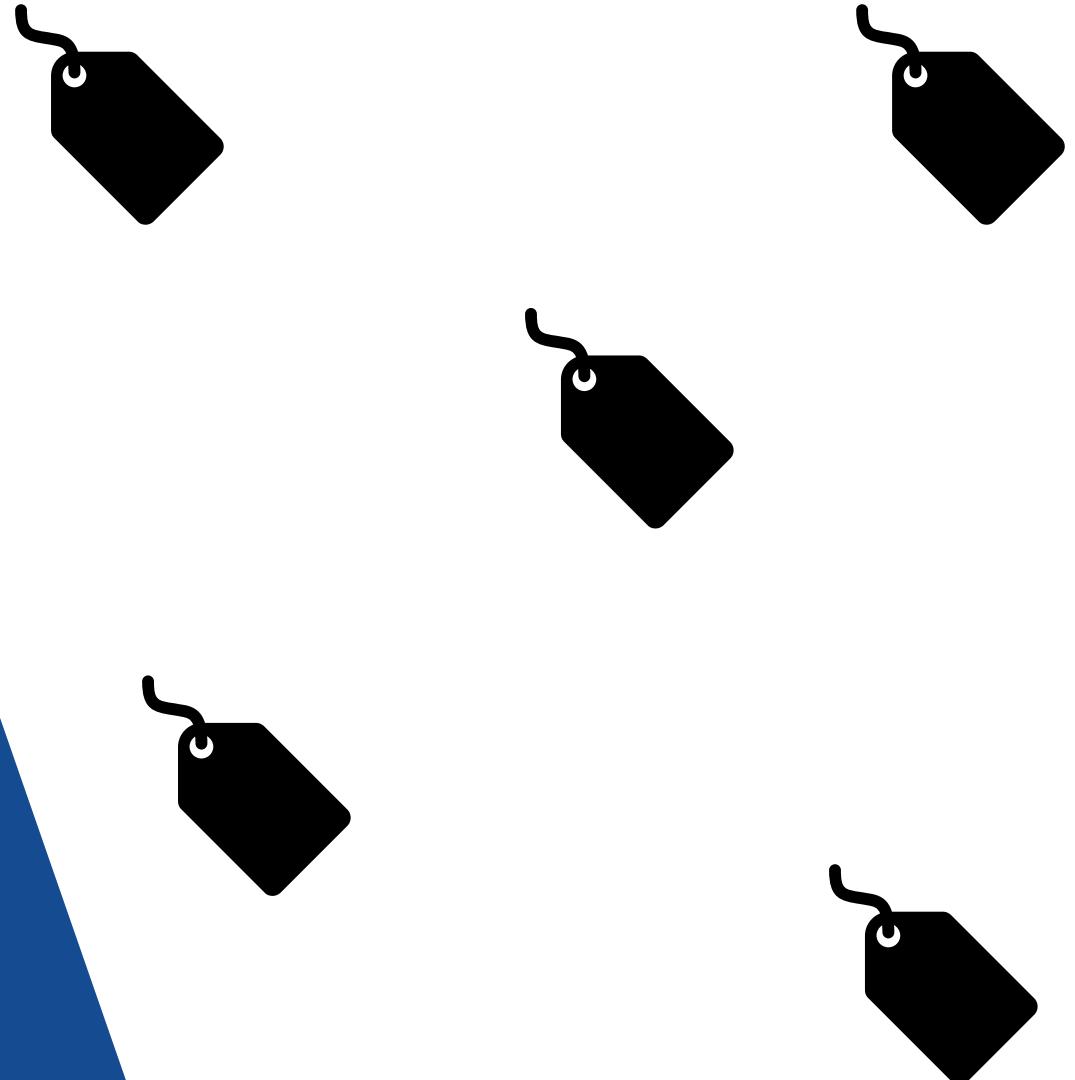
ST. ANDREWS/DOWNTOWN

**EQUIPMENT MAINTENANCE FUND**

**GRANT FUNDS + FEMA  
CAPITAL PROJECTS FUNDS  
PENSION FUNDS  
SELF-INSURANCE FUNDS**



# THE COST OF DOING BUSINESS



<b>PERSONAL SERVICES</b> (WAGES, OVERTIME, INSURANCE)	<b>\$55,637,294</b>
<b>OPERATING EXPENSES</b> (FUEL, REPAIRS, UNIFORMS, UTILITIES)	<b>\$53,289,261</b>
<b>CAPITAL OUTLAY</b> (VEHICLES, BUILDINGS, ROADS, LIFTSTATIONS)	<b>\$ 8,237,067</b>
<b>DEBT SERVICE</b> (LEASES, LOANS, BONDS)	<b>\$17,527,402</b>
<b>INTERFUND TRANSFERS</b> (DEBT SERVICE AND ADMINISTRATION)	<b><u>\$14,155,777</u></b>
<b><u>TOTAL EXPENSES</u></b>	<b><u>\$148,846,801</u></b>
<b><u>TOTAL REVENUES</u></b>	<b><u>\$146,979,320</u></b>





## MEMORANDUM

**TO:** **Mayor and City Commissioners**

**FROM:** **Janette Smith, CMC, CPA, City Clerk-Treasurer**

**DATE:** **October 16, 2025**

**RE:** **City Clerk-Treasurer's Duties and Responsibilities**

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**Background:** As background information please be advised of the current roles and responsibilities of the City Clerk-Treasurer as follows:

### City Clerk's Office

- Official Recordkeeper of the City maintaining all official City documents and records.
- Coordinates the preparation and/or review of agendas and minutes and legal advertisements and official public notice announcements
- Attends regular and special Commission meetings and records Commission actions (minutes); organizes and maintains records of minutes, ordinances, and resolutions
- Attests the Mayor's and/or Commissioner's signature(s) on official documents wherever required and maintains responsibility for the City Seal.
- Oversight and occasional input on public records requests, responses and disposals
- Responsible for assuring compliance with federal and State mandates. (Records Retention, Data Privacy, etc.).
- Liaison with the Bay County Supervisor of Elections for City elections and member of the canvassing board
- Administrative responsibility for the Charter Review Committee, Supplemental Retirement Plan and Trust for Designated General Employees, the Infrastructure Surtax Citizens' Committee and the Panama City Hurricane Disaster Relief Fund
- Ancillary services provided to other City Boards to include the Community Redevelopment Agency (CRA), the Downtown Improvement Board, the Planning and Zoning Board, Panama City Housing Authority, the Police and Firefighters' Pension Boards, and the Panama City Port Authority
- Development of Department policies and procedures
- Preparation and monitoring of the Department annual budget
- Responsible for the hiring and retention of two staff members
- Advises staff, peers and the City Commission on various subjects

## Accounting/Payroll Division

- General oversight and management of the Division
- Daily cash flow analysis and investment portfolio maintenance
- Daily review and approval of journal entries – approximately 6,600 entries per fiscal year
- Daily accounting, compliance and financial reporting for:
  - The City of Panama City including 21 funds, hundreds of cost centers and thousands of general ledger accounts
  - The Community Redevelopment Agency including four Community Redevelopment areas
  - The Downtown Improvement Board
  - The Panama City Hurricane Disaster Relief Fund
  - Defined Pension Plans including the Supplemental Plan and Trust for Designated General Employees, Police and Firefighters' Pension Plans
- Weekly review and approval of all vendor invoices and payments
- Weekly update of loan portfolio including monthly statement reconciliation
- Weekly review of grant expenditures to ensure projects do not exceed grant award amounts and maintenance of loan draw-down schedules based on expenditures
- Weekly review of payroll withholdings including cafeteria plan payments, pension and other retirement plan contributions, payroll tax submissions, and wage garnishments
- Monthly preparation of financial statements and General Fund Balance Analysis for agenda presentation
- Monthly submission for newsletter financial update
- Quarterly calculation and payment of two merchant fee abatements
- Oversight of quarterly reporting for State and Local Fiscal Recovery Funds provided by the Federal Government through the American Rescue Plan Act
- Acts as the Program Manager for the Triumph Grant for Eastern Shipbuilding
- Annual Financial Statement audit preparation and administration, including review of the final Annual Comprehensive Financial Reports for the City of Panama City, the Community Redevelopment Agency, the Downtown Improvement Board and the Hurricane Disaster Relief Fund
- Obtains 80 hours of continuing professional education biennially required to maintain the Certified Public Accountant license including 8 hours per year of investment education as required by F.S. 218.415(14) and 4 hours of ethics training
- Development of Division policies and procedures
- Responsible for the hiring and retention of ten staff members
- Advises staff, peers and the City Commission on various subjects

## Utility Billing and Customer Service Division

- General oversight and management of the Division
- Daily review and approval of account adjustments, cash receipts from on-line payments, lockbox payments and on-site payments
- Weekly review of billing and bank deposits
- Weekly review of the cut-off list and alerting City vendors and staff
- Monthly review of final billing, refunds and delinquent accounts
- Preparation and monitoring of the Division annual budget
- Responsible for the hiring and retention of ten staff members
- Development of Division policies and procedures
- Address customer complaints as needed
- Advises staff, peers and the City Commission on various subjects

Sec. 2-3. - Appointment of an acting city manager and/or acting city clerk.

The city manager may appoint an acting city manager and the city clerk may appoint an acting city clerk anytime the city manager or city clerk respectively is absent from the city. Any such appointment shall be temporary and shall not exceed 15 working days. An acting city manager or acting city clerk appointed pursuant to this section shall have all powers and duties of the city manager or city clerk respectively.

(Code 1992, § 2-3; Ord. No. 1663, § 1, 8-13-1996)

Sec. 2-4. - Ward boundaries.

(a) *Ward I.* That part of the City of Panama City (CPC) lying within the following boundary:

Begin at the intersection of Lisenby Avenue (SR-327) and W. 15th Street (US Hwy 98),

Thence east on W 15th Street (US Hwy 98) to the intersection of Balboa Avenue,

Thence south on Balboa Avenue to the intersection of 11th Street.

Thence east on 11th Street to the intersection of Jenks Avenue.

Thence south on Jenks Avenue to the intersection of US Business Highway 98 (6th Street).

Thence east on US Business Highway 98 (6th Street and then 5th Street) to the intersection of Everitt Avenue.

Thence south on Everitt Avenue to the intersection of Cherry Street.

Thence west on Cherry Street and along the westerly projected center of Cherry Street to the center channel of the easternmost finger of Watson Bayou.

Thence south and southwesterly along the center channel of the easternmost finger of Watson Bayou to East Avenue.

Thence south on East Avenue and continuing along the southerly projected center of East Avenue to the center channel of St. Andrews Bay.

Thence westerly and northwesterly along the center channel of St. Andrews Bay to the southerly projected center of Frankford Avenue into St. Andrews Bay.

Thence northerly along the projected center of Frankford Avenue and continue north on Frankford Avenue to the intersection of Frankford Avenue and W 15th Street.

Thence east on W 15th Street to the intersection of Lisenby Avenue and to the point of beginning.

(b) *Ward II.* That part of the City of Panama City (CPC) lying within the following boundary:

Begin at the intersection of Jenks Avenue and US Business Highway 98 (6th Street).

Thence north on Jenks Avenue to the intersection of 11th Street.

Thence west on 11th Street to the intersection of Balboa Avenue.

Thence north on Balboa Avenue to the intersection of 15th Street.

Thence west on 15th Street to the intersection of Frankford Avenue.

Thence north on Frankford Avenue to the intersection of 19th Street.

Thence east along the easterly projected center of 19th Street to Lisenby Avenue.

Thence east on 19th Street to the intersection of Jenks Avenue.

Thence north on Jenks Avenue to the intersection of 23rd Street.

Thence east on 23rd Street to the intersection of Harrison Avenue.

Thence north on Harrison Avenue to the intersection of Baldwin Road.

Thence east on Baldwin Road to the intersection of Hwy 389.

Thence south on Hwy 389, then across Hwy 231 and continuing south on East Avenue to the intersection of 11th Street.

Thence east on 11th Street to the intersection of Everitt Avenue.

Thence south on Everitt Avenue to the intersection of US Business Highway 98.

Thence west on US Business Highway 98 (5th Street then 6th Street) to the intersection of Jenks Avenue and the point of beginning.

(c) *Ward III.* That part of the City of Panama City (CPC) lying within the following boundary:

Begin at the intersection of Baldwin Road and Highway 77.

Thence north on Highway 77 to the intersection of W. 26th Street.

Thence west on W. 26th Street to the intersection of Jenks Avenue.

Thence north on Jenks Avenue to Northshore Road.

Thence northwesterly on Northshore Road to the centerline of a Bay County 100-foot drainage ditch projection (ORB 668, pg 79).

Thence west along said projected drainage ditch centerline to the center channel of St. Andrews Bay.

Thence southwesterly along the center channel of St. Andrews Bay to the intersection of the projected center channel of Goose Bayou.

Thence southeasterly along the projected center channel of Goose Bayou to the intersection of Frankford Avenue.

Thence south on Frankford Avenue to the intersection of 19th Street.

Thence east along the projected center of 19th Street to the intersection of Lisenby Avenue.

Thence east on 19th Street to the intersection of Jenks Avenue.

Thence north on Jenks Avenue to the intersection of 23rd Street.

Thence east on 23rd Street to the intersection of Harrison Avenue.

Thence north on Harrison Avenue to the intersection of Baldwin Road.

Thence east on Baldwin Road to the intersection of Highway 77 and to the point of beginning.

And

That part of the City of Panama City (CPC) lying within the following boundary:

Begin at the intersection of Baldwin Road and US Highway 231.

Thence northeasterly along US Highway 231 to Transmitter Road.

Thence north along Transmitter Road to 37th Plaza.

Thence east along 37th Plaza and its projected center line to US Highway 231.

Thence northeasterly along US Highway 231 to the intersection of Pipeline Road.

Thence north on Pipeline Road to the intersection of E. Hwy 390.

Thence east on Hwy 390 to the intersection of Titus Road.

Thence north on Titus Road to the intersection of Longleaf Way.

Thence east on Longleaf Way and its projected center line to the intersection of Hwy 2321 (Sapp Road).

Thence south along County Road 2321 to US Highway 231.

Thence northeasterly along US Highway 231 to the north line of section 35 T2S R13W.

Thence east along the north line of sections 35, 36 of T2S R13W and sections 31, 32 of T2S R12W to the east line of said section 32 T2S R12W.

Thence south along the east line of section 32 of T2S R12W and sections 5, 8, 17, 20, 29 of T3S R12W to the south line of section 29 of T3S R12W.

Thence west along the south line of sections 29, 30 of T3S R12W and sections 25, 26, 27, 28, 29 of T3S R13W to the west line of section 29 T3S R13W.

Thence north along the west line of section 29, 20, 17 and part of 8 T3S R13W to the southeasterly right-of-way of US Highway 231 and St. Andrew Bay Railroad.

Thence southwesterly along said southeasterly right-of-way of US Highway 231 and St. Andrew Bay Railroad to the projected centerline of Baldwin Avenue.

Thence northerly along the projected centerline of Baldwin Avenue to the point of beginning.

(d) *Ward IV.* That part of the City of Panama City (CPC) lying within the following boundary:

Begin at the intersection of Frankford Avenue and 15th Street.

Thence north along Frankford Avenue to the intersection of the center channel of Goose Bayou.

Thence northwesterly along the center channel of Goose Bayou to the center channel of St. Andrews Bay.

Thence southwesterly then southeasterly along the center channel of St. Andrews Bay to a southerly projection of Frankford Avenue.

Thence north along the southerly projection of Frankford Avenue to 15th Street and the point of beginning.

(Ord. No. 2434, § 1(Exh. 1), 10-11-2011; Ord. No. 2442, § 1(Exh. 1), 2-14-2012; Ord. No. 3134, § 1(Exh. 1), 12-13-2022)

## ARTICLE II. - LEGISLATIVE BODY

Sec. 2-25. - How special meetings called; meeting to be public; procedure; journal required.

The mayor, any three members of the city commission, or the city manager, may call special meetings of the legislative body upon at least 12 hours' written notice to each member, served personally, or left at his usual place of residence, or they may have special meetings, without notice when all members are present throughout the meeting. All official meetings of the city commission and of the committees thereof, shall be held in the city hall in the room designated for that purpose by the city commission and shall be public, and any citizen shall have access to the minutes and records thereof at all reasonable times. The legislative body shall determine its own rules and order of business and shall keep a journal of its proceedings.

(Code 1982, § 2-21; Code 1992, § 2-26)

**State Law reference—** Public meetings required, F.S. § 286.011.

Sec. 2-26. - Compensation of mayor and commissioners.

- (a) Each member of the city commission and the mayor-commissioner shall receive as his or her base compensation, an amount equal to the starting pay rate for the lowest paid full-time, permanent employee of the city. The mayor-commissioner shall receive \$1,800.00 in addition to the base rate.
- (b) As additional compensation, each member of the city commission and the mayor-commissioner shall receive any bonus, incentive or raise which is granted uniformly to general employees of the city.
- (c) The mayor and commissioners shall be paid a monthly automobile in the amount of \$500.00.
- (d) All future adjustments to salaries, scheduled increases and other allowances greater, less than or different from benefits provided for in this section shall be by resolution duly adopted by the city commission at any regular or special meeting.

(Code 1982, § 2-24; Code 1992, § 2-28; Ord. No. 1684, § 1, 5-13-1997; Ord. No. 1982, §§ 1, 2, 9-14-2004)

Sec. 2-27. - Municipal election procedures.

- (a) The terms of the present elected officials are hereby extended until their successors have been duly elected and qualified in accordance with the law.
- (b) On the Tuesday after the third Monday in April prior to each regular municipal election, there shall be a nominating primary election. The two candidates for each office to be filled who receive the highest number of votes cast for such office in the nominating primary election shall have their names printed on the general election ballot, unless a candidate receives the majority of the votes cast for such office, in which case such candidate's name need not be placed on the regular election ballot and such candidate shall be declared elected as of the date of the general election. No write-in vote opposing such elected candidate shall be considered unless such candidate is deceased at the time of the regular election. At the regular election, the candidate for each office to be filled receiving the highest number of votes cast for that office shall be declared elected. There shall be a nominating primary election at any special election to fill a vacancy in office, and all such special elections shall be subject to the provisions hereof governing general municipal elections. In the event of a tie vote as a result of the nominating primary election the two candidates that are tied with the highest number of votes will have their names printed on the ballot for the general election. Should more than two of the candidates receive the highest number of votes in the nominating primary election the candidates will have their name printed on the general election ballot. As a result of the general election, if there is a tie vote between the two candidates, the candidates shall draw lots to determine the winner of the election.
- (c) Regular municipal elections shall be held on the Tuesday after the third Monday in May in odd numbered years.

- (d) The commissioners shall take office at 12:00 noon on the second Wednesday following the date of the general election.
- (e) Any matter permitted by this charter or any other law that may be submitted to the electors of the city at any special election, may be submitted and voted upon at a regular municipal election.

(Ord. No. 2230, § 1, 12-12-2006)

Secs. 2-28—2-55. - Reserved.

### ARTICLE III. - INITIATIVE AND REFERENDUM

Sec. 2-56. - When referendum required on ordinances.

If between final passage of an ordinance and the date it becomes effective, a petition signed by electors of the city equal in number to 25 percent of the electors qualified to vote at the last general municipal election protesting against the passage of such ordinance is presented to the city commission, such ordinance shall thereupon be suspended from going into operation, and it shall be the duty of the city commission to reconsider such ordinance. If such ordinance is not entirely repealed, the city commission shall submit the ordinance, as is provided for the initiative of ordinances, to the vote of the electors of the city, either at a general election or at a special election to be called for that purpose, and such ordinance shall not go into effect or become operative unless a majority of the qualified electors voting on same shall vote in favor thereof. Such petition shall be in all respects in accordance with the provisions of this Code relating to the initiative of ordinances and the same shall be examined and certified to by the city clerk-treasurer in all respects as provided in this section in relation to the initiative of ordinances.

(Code 1982, § 2-41; Code 1992, § 2-56)

Sec. 2-57. - Initiative—By petition of electors authorized.

Any proposed ordinance may be submitted to the city commission by petition signed by the electors of the city to the number of at least 25 percent of the electors of the city qualified to vote at the last general municipal election. The signature, verification, authentication, inspection, certification, amendment and submission of such petition shall be the same as provided for under the provisions of law relating to the recall of officers.

(Code 1982, § 2-42; Code 1992, § 2-57)

**State Law reference—** Recall ballots, F.S. § 100.361(3).

Sec. 2-58. - Same—Action on petition.

If the petition accompanying the proposed ordinance shall be signed by electors of the city to the number required in section 2-57, and contains a request that such ordinance be submitted to a vote of the people if not passed by the city commission, the commission shall either:

- (1) Pass such ordinance without alteration within 20 days after attachment of the city clerk-treasurer's certificate to the accompanying petition.
- (2) Forthwith after the city clerk-treasurer shall attach to the petition accompanying such ordinance his certificate of sufficiency, the city commission shall call a special election, unless a general municipal election is fixed within six months thereafter, and at such special or general election, if one is so fixed, such ordinance shall be submitted without alteration to the vote of the electors of the city.

(Code 1982, § 2-43; Code 1992, § 2-58)

Sec. 2-59. - Same—Procedures for initiative elections.

The ballots used when voting upon a proposed ordinance shall contain these words: "For the ordinance (stating the nature of the proposed ordinance)" and "Against the ordinance (stating the nature of the proposed ordinance)," (X) before his choice; provided that if voting machines are used, the voter's choice may be made by the means provided on such machines rather than by marking an (X). If a majority of the qualified electors voting on the proposed ordinance shall vote in favor thereof, such ordinance shall thereupon become a valid and binding ordinance of the city. Any ordinance which has been proposed by petition, or which shall be adopted by a vote of the people, cannot be repealed or amended except by a vote of the people. There shall be not more than one special election in any period of six months for such purpose.

(Code 1982, § 2-44; Code 1992, § 2-59)

Sec. 2-60. - Same—Election required to repeal initiative ordinances.

The city commission may submit a proposition for repeal of any such ordinance adopted by vote of the people or for amendment thereto, to be voted upon at any succeeding general city election; and should such proposition so submitted receive a majority of the votes cast thereon at such election, such ordinance shall thereby be repealed or amended accordingly. Whenever any ordinance or proposition is required by this Code to be submitted to the voters of the city at any election, the city clerk-treasurer shall cause such ordinance or proposition to be published in two consecutive issues of a newspaper published in the city, such publication to be not more than 20 nor less than five days before the submission of such proposition or ordinance to be voted on.

(Code 1982, § 2-45; Code 1992, § 2-60)

Secs. 2-61—2-78. - Reserved.

## ARTICLE IV. - FINANCIAL AFFAIRS

*Footnotes:*

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**State Law reference**— *Municipal finance, F.S. § 166.201 et seq.; local government finance, F.S. ch. 218.*

### DIVISION 1. - GENERALLY

Sec. 2-79. - Duties of treasurer; funds to be deposited.

There shall be a city treasurer, who may also be the city clerk and collector, who shall be director of finance. As city treasurer he shall be the custodian of all moneys of the city and shall keep and preserve the same in such manner as shall be determined by the legislative body. All moneys received by the city treasurer for or in connection with the business of the city shall be promptly deposited with some responsible banking institution or institutions to be selected by the legislative body.

(Laws of Fla. ch. 63-1757, § 141; Code 1982, § 2-56; Code 1992, § 2-81)

**State Law reference**— *Florida Security for Public Deposits Act, F.S. ch. 280; Investment of Local Government Surplus Funds Act, F.S. § 218.40 et seq.; municipal investments, F.S. § 166.261.*

Sec. 2-80. - Examination of accounts.

The accounts of the city treasurer shall be examined at the end of each month by the city clerk, to whom the city treasurer shall turn over all warrants, interest coupons, bonds or other evidence of indebtedness of the city, which may have been redeemed by him during the month, taking the receipt of the city clerk therefor, and all such warrants, interest coupons, bonds or other evidences of the indebtedness of the city so turned over shall be cancelled by the treasurer and have written or stamped thereon the date of their payment or redemption.

(Code 1982, § 2-57; Code 1992, § 2-82)

Sec. 2-81. - Collection, disposition of interest receipts; custody of investments.

All moneys due as interest upon investments or deposits shall be collected by the city clerk-treasurer and placed to the credit of the general fund of the city, and such specific account as may be authorized by the city commission, and any and all bonds and securities taken for investments and deposits shall be held by

the city clerk-treasurer for safekeeping for the benefit of the city.

(Code 1982, § 2-58; Code 1992, § 2-83)

Sec. 2-82. - Manner of making payments.

The city treasurer shall pay out moneys only on the warrants of the city clerk countersigned by the city manager; except bonds and interest-bearing coupons, which may be paid when due upon presentation, or in case the same are payable in some place other than the city, then the money for their redemption shall be sent to the place of payment.

(Code 1982, § 2-59; Code 1992, § 2-84)

Sec. 2-83. - Monthly financial statement.

On or before the 20th of each month the city commission shall submit a detailed report of the receipts and disbursements for the preceding month, which report shall be rendered through the city clerk-treasurer and bear the certificate of the latter as to its correctness.

(Code 1982, § 2-60; Code 1992, § 2-85)

Sec. 2-84. - Procedure for paying warrants.

All warrants shall be paid in the order in which they are presented, out of the moneys in the respective funds on which they are drawn. The city clerk-treasurer shall note on the back of each warrant presented to him the date of presentation, in case there is not a sufficient amount of money in the treasury to the credit of the fund upon which warrant may have been drawn to pay all warrants which have been drawn upon such fund, and presented previous to the warrant in question, and he shall keep a record book to be known and designated as the "Record of Unpaid Warrants," in which he shall enter the number, date, amount, payee, fund on which drawn and the date of presentation of all warrants submitted to him for payment and for which there are no funds and shall thereafter pay such warrants according to the date of their presentation.

(Code 1982, § 2-61; Code 1992, § 2-86)

Sec. 2-85. - Separate accounts required for each fund, appropriation; receipts for money paid in.

The city treasurer shall keep a separate account of each fund or appropriation and of the debits and credits pertaining thereto. He shall prepare receipts in duplicate for all moneys paid into the city treasury delivering the original receipt to the person paying the same and retaining the duplicate to be turned over to the city clerk at the time of his monthly settlement with that officer.

(Code 1982, § 2-62; Code 1992, § 2-87)

Sec. 2-86. - Turn over of monies to tax collector.

All fees and monies of every kind, nature or description received or collected by city officers or employees shall be immediately paid over to the city tax collector within 24 hours after their receipt.

(Code 1982, § 2-63; Code 1992, § 2-88)

Sec. 2-87. - Contents of city manager's annual estimate.

- (a) The estimate required by section 136 of the city Charter shall be compiled from detailed information and in its arrangement and classification of expenditures shall be as nearly uniform as possible for the main functional divisions and departments of the city and shall give the following information:
  - (1) Detailed estimate of the expenses of conducting each department and division of the city government including all public utilities and enterprises conducted by the city.
  - (2) Expenditures for corresponding items during the two fiscal years last past.
  - (3) Amount of supplies and materials on hand.
  - (4) Increase of demands compared with the corresponding appropriation of the last fiscal year.
  - (5) Such other information as is required by the city commission or as the city manager may deem it advisable to submit.
- (b) The estimates so given and constituting the recommendation of the city manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall be supported with information giving the reasons therefor in such detail as may be necessary to afford the city commission a comprehensive understanding of the needs and requirements of the various divisions of the city government for the ensuing period, provided nothing therein shall be construed to prevent the city commission from altering or modifying the budget as submitted by the city manager.
- (c) Sufficient copies of the annual report and estimate of the city manager shall be prepared that there may be copies on file in the office of the clerk-treasurer for inspection by the public.
- (d) The city commission shall adopt the annual budget of the city for the ensuing fiscal year by resolution at the final public budget hearing held by the city commission.

(Code 1982, § 2-64; Code 1992, § 2-89; Ord. No. 1691, § 1, 8-12-1997)

Sec. 2-88. - Claims to be approved before payment.

No warrant for the payment of any account or claim shall be issued by the city clerk-treasurer until such account or claim shall have been approved by the head of the department for which the indebtedness was incurred and by the city manager for expenditures exceeding \$1,000.00. Expenditures of \$1,000.00, or less, will require only department head approval; and, such officers and their sureties shall be liable to the city for all losses and damages sustained by the city by reason of corrupt or improper approval of any claim or account against the city.

(Code 1982, § 2-68; Code 1992, § 2-90; Ord. No. 1658, § 1, 7-9-1996)

Sec. 2-89. - Disposition of surplus property between governmental entities.

Any property declared surplus may be offered to any other governmental body or entity at a negotiated price. No bidding or sale advertisements shall apply in such instances.

(Code 1982, § 2-125; Code 1992, § 2-91)

Sec. 2-90. - Service fee on dishonored checks.

Should any check, draft or order payable to the city be dishonored, there is hereby imposed a service fee in the maximum amount authorized by law for the collection thereof, upon the maker of the instrument.

(Code 1992, § 2-92; Ord. No. 1530, § 1, 2-11-1992)

**State Law reference—** Bad check service charge, F.S. § 166.251.

Secs. 2-91—2-108. - Reserved.

DIVISION 2. - PURCHASES AND CONTRACTS

*Footnotes:*

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**State Law reference—** Consultants' Competitive Negotiation Act, F.S. § 287.055.

Sec. 2-109. - Reserved.

**Editor's note—** Ord. No. 3052, § 1, adopted April 12, 2022, repealed § 2-109, which pertained to when competitive bids required and derived from Code 1982, § 2-81; Code 1992, § 2-111; Ord. No. 1748, § 1, adopted Sept. 8, 1998; Ord. No. 1870, § 1, adopted July 9, 2002.

Sec. 2-110. - Reserved.

**Editor's note—** Ord. No. 3052, § 1, adopted April 12, 2022, repealed § 2-110, which pertained to special approval required for expenditures exceeding \$25,000.00 and derived from Code 1982, § 2-82; Code 1992, § 2-112; Ord. No. 1748, § 1, adopted Sept. 8, 1998.

Sec. 2-111. - Modification of contracts.

When in the opinion of the city manager it becomes necessary for the prosecution of any work or improvement under contract let on competitive bid to make alterations or modifications, the city manager shall be authorized to approve change orders provided the change orders collectively do not exceed ten percent of the contract sum if a contingency of not less than this amount has been budgeted for the project. No change order shall be valid or effective until the price to be paid for the work or material or both under the change order has been agreed to in writing and signed by the contractor or his representative and the city manager.

(Code 1982, § 2-83; Code 1992, § 2-113)

Sec. 2-112. - Reserved.

**Editor's note—** Ord. No. 3052, § 1, adopted April 12, 2022, repealed § 2-112, which pertained to exceptions to competitive bidding requirements and derived from Code 1992, § 2-114; Ord. No. 1528, § 1, adopted Feb. 11, 1992.

Sec. 2-113. - Reserved.

**Editor's note—** Ord. No. 3052, § 1, adopted April 12, 2022, repealed § 2-113, which pertained to emergency spending authority and derived from Ord. No. 2732, adopted March 18, 2020.

Secs. 2-114—2-137. - Reserved.

Chapter 10 - ELECTIONS

*Footnotes:*

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**Editor's note—** Ord. No. 2325, § 1, adopted Oct. 14, 2008, repealed Ch. 10, which pertained to elections and derived from Code 1982, §§ 10-1—10-7, 10-9; Code 1992, §§ 11-1—11-7, 11-9; Laws of Fla. ch. 63-1757, § 71; Ord. No. 1943, § 1, 4-13-2004. Ord. No. 2327, adopted Oct. 14, 2008, enacted a new Ch. 10.

**State Law reference—** Municipal Home Rule Powers Act, F.S. ch. 166; elections generally, F.S. chs. 97—106.

Sec. 10-1. - State law to govern.

Chapters [97] through 106 inclusive, Florida Statutes, commonly referred to as the Florida Election Code, are adopted by reference and incorporated herein. All city elections shall be conducted in accordance with The Florida Election Code. In the event of a conflict between such statutes and the provisions of this chapter, the provisions of this chapter shall control.

(Ord. No. 2327, § 1, 10-14-2008)

#### Sec. 10-2. - Control by legislative body.

All general and special elections of the city shall be under the management and control of the city commission, which shall order and call such elections, appoint inspectors and clerks of election, provide for and designate places and voting booths for elections, prepare all tickets and instructions, canvass the returns of such elections, and perform such other duties as may properly come within the province of their duty.

(Ord. No. 2327, § 2, 10-14-2008)

#### Sec. 10-3. - City to pay election expenses.

All expenses necessarily incurred in connection with the holding of any general or special election shall be paid by the city.

(Ord. No. 2327, § 3, 10-14-2008)

#### Sec. 10-4. - Interlocal agreement.

The city may by contract or interlocal agreement delegate the authority to conduct elections to the county supervisor of elections.

(Ord. No. 2327, § 4, 10-14-2008)

#### Sec. 10-5. - Qualification and election dates.

All candidates for municipal office shall qualify through the office of the city clerk at any time after noon on the 50th day before the first primary election and not later than noon on the 46th day prior to the date of the first primary election. Regular municipal elections shall be held on Tuesday after the third Monday in May in odd-numbered years. On the Tuesday after the third Monday in April prior to each regular municipal election, there shall be a nominating primary election.

(Ord. No. 2327, § 5, 10-14-2008)

#### Sec. 10-6. - Ballots to conform to county ballots.

All ballots including absentee ballots used by the city for an election shall conform to those in general use in the county in precincts where voting machines are used.

(Ord. No. 2327, § 6, 10-14-2008)

Sec. 10-7. - Form of ballot on public measure.

Whenever some ordinance, resolution or other public measure is to be submitted to a vote of the people, such ordinance, resolution or other public measure shall be set out in full or in substance, as required by law, but one time upon the ballot and following the same shall be the direction "vote for one" and the phrase "against the ordinance" (or other appropriate words), and "for the ordinance."

(Ord. No. 2327, § 7, 10-14-2008)

Sec. 10-8. - Appointment, qualifications, oath of inspectors, clerks.

- (a) It shall be the duty of the city commission, at least five days prior to the holding of any city election, to appoint an adequate number of persons to be inspectors of election, one bailiff to preserve order, and a clerk of election for each election district of the city, all of whom shall be qualified electors within the district from which they are elected. Each candidate for mayor-commissioner at large shall be entitled to name one inspector at each polling place within each voting district. Each candidate within a particular voting district shall be allowed to name one inspector at each polling place within his or her voting district. Such inspectors and clerks shall take and subscribe to an oath or affirmation, which shall be written or printed, that they will properly perform the duties of inspectors and clerks, as the case may be, and will endeavor to prevent all fraud, deceit, and abuse in conducting the election. Such oath may be taken before any officer authorized to administer oaths. All questions arising from conduct at the polls shall be decided by the supervisor of elections.
- (b) If the commission shall fail to appoint inspectors and clerks of election at least five days before the date of any election, the mayor-commissioner at large may appoint them. The city commission shall, prior to each election, by motion, designate as many polling places in each of said wards as, in the discretion of the city commission, are required for the proper conduct of the election.
- (c) The terms of the elected officials shall continue in office until their successors have been duly elected and qualified for the office.

(Ord. No. 2327, § 8, 10-14-2008)

Sec. 10-9. - Ballots to be counted, results certified.

At the close of an election, the inspectors and clerks shall immediately proceed to canvass the votes cast. Duplicate certificates of the result of such election shall be prepared by the inspectors or clerks at each and every election district, written at full length, the full name of each person who voted for each office and the number of votes cast for each person for such office, and if any question, ordinance or resolution shall be submitted to vote at an election, such certificate shall also contain the number of votes cast for and against such question, ordinance, or resolution, which certificate shall be signed by the inspectors and clerk, and one of such certificates shall be delivered by the clerk without delay, securely sealed, to the mayor and the other to the city clerk.

(Ord. No. 2327, § 9, 10-14-2008)

#### Sec. 10-10. - Canvass of votes, certificate of election.

The city commission shall meet and publicly canvass the vote of the election in the manner provided by the election laws of the State of Florida. Such canvass shall be made solely, exclusively, and entirely from the returns of the certificates of the inspectors in each election district, as signed and filed by them. Absentee ballots shall be canvassed in the manner as provided for in the elections laws of the State of Florida. When such canvass is completed, the city commission shall publicly proclaim the results of the election, and execute and record the voting results in the minutes of their proceedings. The city clerk-treasurer shall execute and deliver to the person so elected a certificate of his election.

(Ord. No. 2327, § 10, 10-14-2008)

#### Sec. 10-11. - Manner of electing commissioners and mayor-commissioner at large.

All elections for office of city commissioner shall be elected on the basis of single member districts. All candidates must reside in the district from which they seek election and only voters in that particular district shall cast ballots for the candidates running in that district, with the exception of the mayor-commissioner, who shall run at large. The mayor-commissioner at large shall be elected by a majority vote of the qualified electors of the city. A commission candidate must obtain a majority of the votes in his or her district. If no candidate obtains a majority, those two candidates who obtain the two highest numbers of votes shall run in a second run-off election and the candidate obtaining the most votes in the run-off election shall be deemed the winner.

(Ord. No. 2327, § 11, 10-14-2008)

**Editor's note—** The method of electing city commissioners from at-large has been changed to election by district voting only pursuant to a final judgment approved Feb. 28, 1985, in the United States District Court for the Northern District of Florida, Civil Action No. MCA-84-2011.

Sec. 10-12. - Qualifications for commissioners.

Members of the city commission shall have the following qualifications:

- (1) They shall be qualified electors of the city, and a resident of the ward from which elected. The mayor-commissioner at large shall be a qualified elector of the city.
- (2) City commissioners elected from the various wards shall have resided not less than six months in the city. The mayor commissioner at large may reside in any ward, but must have resided not less than six months in the city. A commissioner shall forfeit his office if he removes his place of residence from the city or from the ward from which elected.

(Ord. No. 2327, § 12, 10-14-2008)

Sec. 10-13. - Filling vacancies in commission.

Any vacancy in the office of the commission shall be filled from the ward in which vacancy occurs by a majority vote of the remaining members of the commission; any vacancy in the office of mayor-commissioner at large shall be filled from the city at large in the same manner. If any vacancy is not filled within ten days after it shall have occurred, the remaining members of the commission shall, within two days thereafter, call an election which shall be held within the city at large within 21 days after being called. The procedure for calling and holding such election shall be substantially as provided for regular municipal elections. All vacancies filled by election under the provisions of this section shall be for the remainder of the unexpired term. Provided, however, that vacancies resulting from a recall election shall be filled in the manner hereinafter prescribed in this charter.

(Ord. No. 2327, § 14, 10-14-2008)

Sec. 10-14. - Municipal election procedures.

- (a) On the Tuesday after the third Monday in April prior to each regular municipal election, there shall be a nominating primary election. The two candidates for each office to be filled who receive the highest number of votes cast for such office in the nominating primary election shall have their names printed on the general election ballot, unless a candidate receives the majority of the votes cast for such office, in which case such candidate's name need not be placed on the regular election ballot and such candidate shall be declared elected as of the date of the general election. No write-in vote opposing such elected candidate shall be considered unless such candidate is deceased at the time of the regular election. At the regular election, the candidate for each office to be filled that receives the highest number of votes cast for that office shall be declared elected. There shall be a nominating primary election at any special election to fill a vacancy in office. All special elections shall be subject to the provision that governs general municipal elections. In the event of a tie vote as a result of the nominating primary election the two candidates that are tied

with the highest number of votes will have their names printed on the ballot for the general election. Should more than two of the candidates receive the highest number of votes in the nominating primary election the candidates will have their name printed on the general election ballot. As a result of the general election, if there is a tie vote between the two candidates, the candidates shall draw lots to determine the winner of the election.

- (b) Regular municipal elections shall be held on the Tuesday after the third Monday in May in odd numbered years.
- (c) The commissioners shall take office at 12:00 noon on the second Wednesday following the date of the general election.
- (d) Any matter subject to a vote by law may be submitted to the electors of the city at any special election, may be submitted and voted upon at a regular municipal election.

(Ord. No. 2327, § 14, 10-14-2008)

#### Sec. 10-15. - Form of ballots.

All ballots used in any general election held under authority of this charter shall be without party mark or designation, and without any insignia or mark of any association or organization thereon, and shall be substantially in the same form as the election ballot used in all general state elections.

(Ord. No. 2327, § 15, 10-14-2008)

#### Sec. 10-16. - Qualifying fee to be paid by candidate.

Any candidate for mayor-commissioner at large or commissioner in any election being held to elect said official shall be entitled to have his name printed on the ballot as a candidate upon being qualified as provided by this charter, and filing with the city clerk, during the qualifying period, as provided by section 10-5 of this chapter, during the regular business hours of the city, an affidavit asserting his candidacy and stating that he is legally qualified as a candidate, accompanied by a qualifying fee of five percent of the yearly compensation of the office. In lieu of paying a qualifying fee a candidate for mayor-commissioner at large or commissioner may qualify by petition as provided for by Florida Statutes.

(Ord. No. 2327, § 16, 10-14-2008)

**CITY OF PANAMA CITY, FLORIDA  
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereafter "AGREEMENT"), made and entered into this 9<sup>th</sup> day of January, 2024, by and between the City of Panama City, Florida, a municipal corporation, hereinafter referred to as "CITY", and Jonathan H. Hayes, hereinafter referred to as "EMPLOYEE".

**SECTION 1. DUTIES.**

A. The EMPLOYEE shall be the Chief Administrative Officer of the City. He shall be responsible to the City Commission for the administration of all City affairs placed in his charge by and under the Charter of the City and Ordinances of the City. EMPLOYEE agrees to perform all duties professionally and to the best of his ability.

B. EMPLOYEE shall perform other legally permissible and proper duties and functions as the City Commission shall, from time to time, direct.

**SECTION 2. TERM.**

This Employment Agreement shall take effect on January 9, 2024 and shall remain in full force and effect until terminated by the CITY or EMPLOYEE as provided in Section 15 herein (the "Effective Date").

**SECTION 3. SALARY.**

CITY shall pay EMPLOYEE for his services an annual base salary of One Hundred Seventy-Five Thousand Dollars (\$175,000). The salary under this Section will be payable in such installments and at the same time as other employees. In addition to the previous, after Fiscal Year 2023-2024, EMPLOYEE shall receive and carry forward all cost of living and any other increases to his base salary from the commencement of employment in the same amount and manner as all other City employees without further CITY action. In addition, the CITY agrees to increase EMPLOYEE's salary and/or benefits in such amounts and to such extent as the City Commission may determine on the basis of an annual performance evaluation of EMPLOYEE as set forth in Section 4 of the Agreement.

**SECTION 4. PERFORMANCE EVALUATION.**

The City Commission shall review and evaluate the performance of the EMPLOYEE commencing in July 2024, and thereafter the performance evaluation shall occur annually each July in advance of a new fiscal year. The performance evaluation shall utilize evaluation instruments reasonably acceptable to both the CITY and the EMPLOYEE, and it shall be based on an objective and strategic plan and set of criteria as set by the City Commission and the EMPLOYEE. The CITY acknowledges that for each fiscal year the EMPLOYEE is employed, he will be considered for a merit pay increase based upon the performance evaluation above. On the other hand, EMPLOYEE acknowledges that the CITY, in its sole and unfettered discretion, reserves the right to grant or withhold any annual merit pay increase based upon economic conditions or any other factor.

## SECTION 5. HOURS OF WORK.

The defined work week for the EMPLOYEE shall be a minimum of forty (40) hours as the EMPLOYEE is a salaried employee who is exempt from minimum wage and overtime pay requirements. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the CITY, and to that end and notwithstanding anything to the contrary except as otherwise provided in this Section, EMPLOYEE shall be allowed to take reasonable time off as he shall deem appropriate during the normal office hours.

## SECTION 6. AUTOMOBILE.

EMPLOYEE's duties require that he shall have the exclusive and unrestricted use at all times during his employment with the CITY of an automobile provided to him by the CITY. In lieu of the CITY providing such a vehicle and being responsible for paying liability, property damage, and comprehensive insurance and for the purchase or lease, operation, maintenance, repair and regular replacement of said automobile and fuel costs, the CITY shall provide the EMPLOYEE a monthly automobile allowance of Five Hundred Dollars (\$500.00). Said monthly automobile allowance shall be considered full reimbursement for use of the EMPLOYEE's personal automobile within Bay County, Florida. Within the budget limitations set forth in Section 10 of this agreement, EMPLOYEE shall receive the standard mileage allowance provided by the CITY, or the cost of a rental car and fuel, for travel outside of Bay County, Florida. EMPLOYEE will provide proof of insurance as part of this Agreement. EMPLOYEE shall have a valid Florida Driver's License during the term of this Agreement.

## SECTION 7. ANNUAL LEAVE, SICK LEAVE, HOLIDAYS AND OTHER BENEFITS.

The EMPLOYEE was hired on May 18, 2021, and as a current and continuing employee all accrued benefits, such as unused annual leave, sick leave or other benefits, shall continue and be vested into this Agreement. Further, the EMPLOYEE shall receive employee benefits available to full-time employees in the Senior Management Classification, and shall receive credited service under Category III beginning on date of hire, May 18, 2021; provided, however, (i) the EMPLOYEE shall receive six (6) additional annual leave days in the pay period that includes October 1 of each year and (ii) annual leave days may be taken by the EMPLOYEE as they accrue. The EMPLOYEE shall be entitled to any unused annual leave or sick leave upon termination of his employment in the same manner as other full-time employees in the Senior Management Classification. In the event the CITY shall implement a new retirement system(s) for those in the Senior Management Classification, the EMPLOYEE may choose to remain in the existing retirement system(s), or a substantially similar retirement benefit plan, for the Senior Management Classification or opt into the new retirement system(s), at the EMPLOYEE's option. Should the EMPLOYEE opt out of the new retirement system(s), the CITY's contribution will equal the required contribution to the new retirement system(s) with no additional EMPLOYEE contribution required.

## SECTION 8. HEALTH, DENTAL AND LIFE INSURANCE.

The CITY shall provide health, dental, life, short/long term disability and life insurance/wellness benefits, and any other benefits available or becoming available as provided for all other City Employees.

## SECTION 9. HOLD HARMLESS INDEMNIFICATION.

The CITY shall defend, hold harmless and indemnify EMPLOYEE against and from any and all claims, legal or administrative actions or demands, including actions for equitable relief whether frivolous or otherwise, including attorney's fees and costs arising from any act or omission either alleged or real, which may occur within the scope of EMPLOYEE's employment and performance under the terms and conditions of this Contract; provided, however, that nothing contained herein shall obligate the CITY to defend, hold harmless or indemnify EMPLOYEE for intentional torts, criminal acts or acts which are beyond the scope of his employment. For any claim arising under this paragraph for which the CITY owes the EMPLOYEE a defense, the CITY, in its sole and absolute discretion, may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. This indemnification obligation shall survive the termination of the EMPLOYEE and the expiration of this Agreement.

## SECTION 10. GENERAL BUSINESS EXPENSES.

A. CITY agrees to budget for and to pay for professional dues of the International City and County Managers Association and the Florida City and County Managers Association.

B. CITY agrees to budget for and to pay for registration, travel, subsistence, and associated expenses of EMPLOYEE for the annual International City and County Managers Association and the Florida City and County Managers Association Conferences, and the National and Florida League of Cities Conferences.

C. Dues and Subscriptions. The CITY agrees to pay for the professional dues and subscriptions necessary for EMPLOYEE to participate in national, state and local associations which are necessary and desirable for his continuing professional participation, growth and advancement which are of a benefit to the EMPLOYEE and the CITY. Such dues and subscriptions shall not exceed the amounts approved in the CITY budget.

D. Professional Development and Official Travel. The CITY agrees to pay the reasonable expenses, including, but not limited to, air fare, hotel expenses, meals, rental car fees and fuel, or mileage reimbursement for his personal vehicle, as outlined in Section 6, associated with EMPLOYEE's travel for professional development.

E. The CITY acknowledges its responsibility to provide general operating and office equipment and supplies, including a cell phone and tablet, for the use of the EMPLOYEE in the performance of his duties to the CITY.

## SECTION 11. BONDING.

The CITY shall bear full cost of any fidelity or other bonds required of EMPLOYEE as a condition of employment as City Manager or as required by the State of Florida.

## SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The City Commission and EMPLOYEE may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, Charter or any other law. Further, all provisions of the Code of Ordinances, Chapter 2, Article IV, Division 2 relating to the City Manager will be followed by the CITY and EMPLOYEE.

## SECTION 13. NO REDUCTION IN BENEFITS.

The CITY shall not at any time during this Agreement reduce the salary, compensation or other financial benefits of EMPLOYEE, except in the event the reduction is the result of an across-the-board reduction for all employees of the City.

## SECTION 14. CONSTRUCTION AND OPERATION OF AGREEMENT.

The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inures to the benefit of the heirs at law and personal representatives of EMPLOYEE. This Agreement shall become effective upon execution thereof by the CITY and EMPLOYEE and approval by the CITY's governing body. If any provisions, or any portion thereof, contained in this Agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

## SECTION 15. TERMINATION AND SEVERANCE

A. In the event the CITY terminates the EMPLOYEE the City agrees to pay the EMPLOYEE a lump sum equal to twenty (20) weeks of his current salary, and no annual, sick, compensatory or administrative leave or insurance benefits will accumulate after such termination date in accordance with the terms hereof and City policies.

B. In the event the EMPLOYEE voluntarily resigns, the EMPLOYEE shall give the CITY sixty (60) days prior written notice unless a shorter notice is accepted by the CITY. Should the EMPLOYEE resign, the CITY may, in its sole discretion, pay the EMPLOYEE a lump sum, if any, that shall not exceed twenty (20) weeks of his current salary, and no annual, sick, compensatory or administrative leave or insurance benefits will accumulate after such termination date in accordance with the terms hereof and City policies.

C. In the event that the EMPLOYEE is terminated for misconduct as defined in s.443.036(30), Florida Statutes, severance pay as outlined above shall not be payable.

## SECTION 16. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be the EMPLOYEE's sole employment. Recognizing that certain outside non-compensated opportunities with the EMPLOYEE's professional

associations, local government and other governmental organizations and civic organizations provide indirect benefits to the CITY and the community, the EMPLOYEE may elect to accept opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

#### SECTION 17. MISCELLANEOUS

A. This Agreement shall be construed and regulated under and by the laws of the State of Florida. Venue for any legal action arising hereunder shall be exclusively in the State Courts in and for Bay County, Florida.

B. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

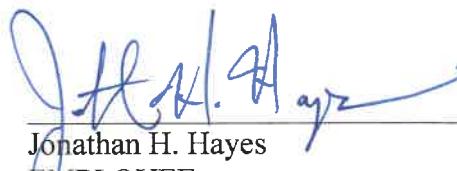
C. Any reimbursement, or payment of dues specified within this agreement shall be construed as the net post tax benefit to the EMPLOYEE but shall not receive cost of living increases, salary adjustments or a retirement contribution towards these amounts.

D. Pursuant to F.S. 215.425 any changes in the calculation, method, or the amount of compensation or benefits shall be applied following approval of the updated Agreement but shall not result in retroactive or additional compensation for services already rendered.

IN WITNESS WHEREOF, the City of Panama City, Florida has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the EMPLOYEE has signed and executed this Agreement, this 9<sup>th</sup> day of January, 2024.



Michael X. Rohan  
City of Panama City, Florida

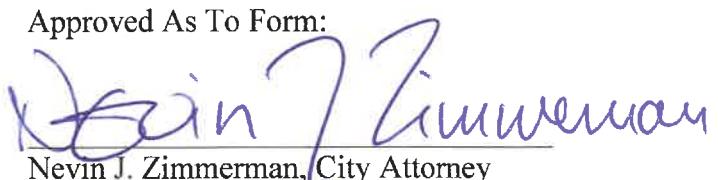


Jonathan H. Hayes  
EMPLOYEE

ATTEST:

  
Jan Smith, City Clerk-Treasurer

Approved As To Form:

  
Nevin J. Zimmerman, City Attorney

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of April, 2021, between the City of Panama City, Florida, the "City" or "Employer," and Janette Smith, the "City Clerk-Treasurer" or "Employee," *witnesseth*:

**WHEREAS**, the City offered the Employee the position of City Clerk-Treasurer; and

**WHEREAS**, Janette Smith has agreed to accept the position of City Clerk-Treasurer.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions to be kept and performed by the parties, it is agreed:

**SECTION 1.** Powers and Duties of the City Clerk-Treasurer

The Employee shall perform all duties and functions imposed on the office of City Clerk-Treasurer by law or assigned to said office by the City Commission in keeping with the requirements of this Agreement.

**SECTION 2.** Commencement of Employment and Moving Expenses.

The effective date of this contract is July 1, 2021, and the salary and duties of the Employee shall commence as of this date. In addition to other compensation herein the City shall pay the City Clerk-Treasurer the sum of \$9,000 for moving expenses.

**SECTION 3.** Term.

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the City Clerk-Treasurer at any time.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Clerk-Treasurer to resign from the position of the City Clerk-Treasurer.
- C. The City Clerk-Treasurer agrees to remain in the exclusive and full-time employ of the City and shall not accept employment with any other person or organization during her tenure with the City.

**SECTION 4.                    Salary.**

- A.     The initial annual base salary of the employee shall be \$120,000.00. The annual salary shall become payable in the same manner that salary is paid to other full-time employees of the City, less required payroll deductions and elective deductions authorized by the Employee.
- B.     The City Clerk-Treasurer shall receive and carry forward all cost of living and other increases to her base salary from the commencement of employment in the same amount and manner as all other City employees without further City action.
- C.     The City Commission may make such further adjustments to salary or benefits of the City Clerk-Treasurer it deems meet and proper.

**SECTION 5.                    Automobile Allowances**

The City Clerk-Treasurer shall receive an automobile allowance in the amount of \$500 per month for use of her private automobile for travel within Bay County.

**SECTION 6.                    Employee Benefits**

The City Clerk-Treasurer shall receive employee benefits available to full-time employees in the Senior Management Classification; provided, however, (i) the Employee shall receive three (3) additional annual leave days in the pay period that includes July 1 of each year and (ii) annual leave days may be taken by the Employee as they accrue.

**SECTION 7.                    Termination and Severance**

- A.     In the event that the City terminates the City Clerk-Treasurer, the City agrees to continue to pay the City Clerk-Treasurer for twenty (20) weeks beyond any accumulation of sick and annual leave in accordance with the terms hereof and City policies.
- B.     In the event that the City Clerk-Treasurer voluntarily resigns, the City Clerk-Treasurer shall give the City (60) days prior written notice unless a shorter notice is accepted by the City. Should the City Clerk-Treasurer resign, the City may, in its sole discretion, pay the City Clerk-Treasurer a lump sum, if any, that shall not exceed twenty (20) weeks of her current salary, and no annual, sick, compensatory or administrative leave or insurance benefits will accumulate after such termination date in accordance with the terms hereof and City policies.

- C. In the event that the City Clerk-Treasurer is terminated for misconduct as defined in s.443.036(30) Florida Statutes, severance pay as outlined above shall not be payable.

**SECTION 8. Professional Expense and Development**

The City shall pay for membership dues in national, state and local organizations, subscription costs for periodicals, publications and magazines, relating to the Employee's profession (accounting), or the duties of the Office of City Clerk-Treasurer deemed reasonable and convenient by the City. On a like basis, the City shall pay for the costs and expenses of the City Clerk-Treasurer's attendance at meetings, programs and seminars relating to the Office or duties of City Clerk-Treasurer or the continuing educational requirements of the Employee's profession or the Employee's professional development, including admission fees, a daily subsistence, travel, overnight accommodations, licensing and certification fees and other like matters, in keeping with the City policies.

**SECTION 9. Indemnification.**

The City shall defend, save, hold harmless, and indemnify the City Clerk-Treasurer against any claim, demand or legal action arising out of the performance of her duties as the City Clerk-Treasurer. This indemnification shall survive the termination of the City Clerk-Treasurer and the expiration of this Agreement.

**SECTION 10. Cost of Required Bonds.**

The City shall bear the cost of any fidelity or other bonds required of the Employee under any law or the City Charter.

**SECTION 11. General Provisions.**

- A. Complete Agreement. The text herein shall constitute the entire Agreement between the parties.
- B. Amendment. This Agreement can only be amended by a written agreement signed by both parties with the same formalities of this Agreement.
- C. Severability. If any part of this Agreement is held to be invalid, the remainder of this Agreement shall remain in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CITY OF PANAMA CITY

  
  
\_\_\_\_\_  
Greg Brudnicki, Mayor

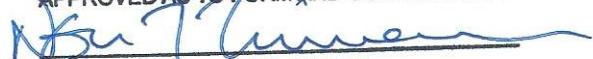
ATTEST:



Brandy Waldron, Interim City Clerk-Treasurer

  
\_\_\_\_\_  
Janette Smith

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Nevin J. Zimmerman, City Attorney  
Burke Blue P.A.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") made and entered into this 9th day of April, 2013 (the "Effective Date"), 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 RFP No. PC 13-116;

WHEREAS, the Commission issued RFP No. PC 13-116 ~ Legal Services and City Attorney ~ February 13, 2013 for the purposes of seeking a City Attorney and an Associated Law Firm to provide legal services to the Commission;

WHEREAS, Zimmerman meets the qualifications of Article VIII Section 105 of the Charter of the City of Panama City;

WHEREAS, the Commission by Resolution No. 4092013.1, appointed Zimmerman as the City Attorney;

WHEREAS, RFP No. PC 13-116 ~ Legal Services and City Attorney ~ February 13, 2013 requires that Zimmerman be a member of a firm with at least one additional attorney who has a minimum of three (3) years of local government experience and is able to perform the functions found in the "Scope of Services" under the supervision of the City Attorney;

WHEREAS, Burke-Blue meets the requirements of RFP No. PC 13-116 ~ Legal Services and City Attorney~ February 13, 2013 stated above; and,

WHEREAS, Nevin J. Zimmerman is employed by the law firm of Burke Blue Hutchison Walters & Smith, P.A.

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

1. Purpose. The purposes of this Agreement are: 1) for Zimmerman and Burke-Blue to provide the legal services set forth herein; and, 2) to set forth the terms and conditions under which Zimmerman and Burke-Blue will render legal services to the Commission from the Effective Date, until terminated as provided in Paragraph 6 hereof.

2. Qualifications. At all times material hereto Zimmerman and Burke-Blue shall maintain the requisite qualifications to be the City Attorney and Associated Firm, including, but not limited to, the requirements of Article VIII Section 105 of the Charter of the City of Panama City. In the event that either Zimmerman or Burke-Blue fail to meet the requisite qualifications to be the City Attorney and Associated Firm, respectively, then they shall immediately notify the Commission in writing. Zimmerman shall immediately notify in writing the Commission if (i) he is charged with any crime or (ii) is sued in a civil or administrative action related to the services herein.

3. Legal Services. Acting as the City Attorney, Zimmerman or the Commission approved designate(s) from Burke-Blue shall provide the traditional legal services required by the Commission which include the following:

- (a) Attending all meetings of the Commission and its required functions, including meetings of various advisory boards or commissions;
- (b) Rendering oral and written legal opinions to the Commission;
- (c) Drafting and reviewing resolutions of the Commission;
- (d) Drafting and reviewing ordinances of the Commission;

- (e) Drafting and reviewing contracts and agreements to which the Commission is a party or has an interest;
- (f) Representing the Commission, prosecuting and defending all complaints, suits and controversies in which the City is a party except where the City's defense is provided either by contract or law by a third party or when the Commission appoints Speciality Counsel as provided in Paragraph 11 herein;
- (g) Representing the Commission in financing matters, including, but not limited to, bonds and other financing instruments, as Issuer's Counsel and Disclosure Counsel when in the best interests of the Commission and to work with the Speciality Bond Counsel as provided in Paragraph 11 herein;
- (h) Preparing a proposed budget for the City Attorney Department to be submitted to the City Manager, or his designee, as part of the Commission's annual budget process;
- (i) Providing the legal services described in the Scope of Services RFP No PC 13-116 ~ Legal Services and Zimmerman and Burke-Blue ~ February 13, 2013; and,
- (k) Providing such other legal services as the Commission or other persons authorized to provide directions to Zimmerman pursuant to paragraph 3 hereof may from time to time direct.

The parties intend that Zimmerman and Burke-Blue shall provide only legal services and not administrative or managerial services, except such administrative or managerial services which are directly related to services provided by other counsel employed by the Commission. Therefore, the Commission and the other persons authorized to provide directions to the Zimmerman and Burke-Blue pursuant to paragraph 8 hereof shall refrain from directing Zimmerman and Burke-Blue to provide services other than legal services and Zimmerman and Burke-Blue shall refrain from providing any services other than legal services, except as otherwise stated herein.

The initially approved designate for Zimmerman from Burke-Blue is Michael Burke.

4. Directions to Zimmerman and Burke-Blue. Zimmerman and Burke-Blue shall accept directions only from the Commission; provided, however, that Zimmerman and Burke-Blue shall also provide legal advice to the City Manager, the various departments, divisions and agencies under the jurisdiction of the Commission, and other boards or commissions when so directed by the Commission, and perform the other duties provided for in this Agreement.

5. Payment. The Commission shall pay Burke-Blue for the fees of both Zimmerman and the other employees of Burke-Blue a discounted hourly rate as determined by the Rate Schedule attached hereto as Exhibit A and made a part hereof. Burke-Blue shall each month invoice the Commission a Monthly Bill.

6. Term. Unless earlier terminated pursuant to Paragraph 7 herein, the term of this Agreement shall be for a period of April 1, 2013 through and including September 30, 2018 and may be renewed at the same prices, terms and conditions for one (1) additional one-year term or as approved by the City, Zimmerman and Burke-Blue, by mutual agreement.

7. Termination. This Agreement may be terminated at any time by either party without cause upon sixty (60) days advance written notice to the other party. In the event that Zimmerman fails to be an active employee of Burke-Blue then both Zimmerman and Burke-Blue will notify the Commission in writing. Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from Zimmerman and Burke-Blue to their successor pursuant to the following procedure:

(a) The Commission may remove the designation of "City Attorney" and hire an attorney or attorneys to serve as replacements (the "Replacement City Attorneys") for Zimmerman and Burke-Blue on or before the date the termination of Zimmerman and Burke-Blue becomes effective, and in that event the Replacement Attorneys and Zimmerman and Burke-Blue shall work together during a period of transition (the "Transition Period") as follows:

(i) If it is in the best interest of the Commission, then the Replacement City Attorneys and Zimmerman and Burke-Blue shall arrange for the transfer of responsibility for existing litigation from Zimmerman and Burke-Blue to the Replacement Attorneys;

(ii) All new litigation, which is any matter that arises after the notice of termination is given, shall be the responsibility of the Replacement City Attorneys;

(iii) Zimmerman and Burke-Blue shall complete any existing bonds or special projects, if agreeable to the Commission;

(iv) The Replacement City Attorneys shall be responsible for any new bonds or new special projects;

(v) Zimmerman and Burke-Blue shall cooperate with the Replacement City Attorneys to provide legal services over a three (3) month period with the Replacement Attorneys assuming greater responsibility with the passage of time during such Transition Period;

(vi) Zimmerman and Burke-Blue shall be compensated for all services rendered during the Transition Period at the same rates as were in effect when the notice of termination was given, with the Monthly Retainer prorated to cover the entire Transition Period.

(b) If the Commission has not hired attorneys to serve as replacements for Zimmerman and Burke-Blue on or before the date the termination of Zimmerman and Burke-Blue becomes effective, the procedures set forth in 7(a) above shall not commence until such time as such Replacement Attorneys have been hired by the Commission;

Provided that, in no event shall Zimmerman and Burke-Blue be contractually obligated to render services to the Commission pursuant to this Agreement for a period greater than one-hundred and eighty (180) days after the date the termination of Zimmerman and Burke-Blue becomes effective.

8. Transition from Bryant & Higby, Chtd. (“Bryant-Higby”) to Burke-Blue. Rowlett Bryant (“Bryant”) has served the Commission as City Attorney for over 40 years. Bryant’s experience and expertise will be a valuable asset during the transition from Bryant to Zimmerman. Additionally, Bryant-Higby is involved with several matters of litigation, financing and other projects which they shall conclude on behalf of the Commission.

The Commission agrees to retain Bryant-Higby as special counsel to the Commission for the purpose of providing for the transition of services from Bryant-Higby to

Zimmerman and Burke-Blue. Bryant-Higby shall submit bills to the Commission and the Commission shall pay the bills directly to Bryant-Higby.

9. Insurance. Zimmerman and Burke-Blue shall maintain such insurance coverage as they deem appropriate; provided, however, that at a minimum they shall maintain malpractice insurance with a minimum Two Million Dollar (\$2,000,000) per claim coverage level. Zimmerman and Burke-Blue shall demonstrate compliance with this section upon request by the Commission or its employees.

10. Conflicts. The Commission acknowledges that Zimmerman and Burke-Blue have other clients that may have matters that are in conflict with the Commission. In the event of such a conflict, Zimmerman, on behalf of the Commission and with its prior approval, will assign the matter to another attorney or law firm, including, but not limited to Speciality Counsel as set forth in section 11 of this Agreement, that is qualified to represent the interests of the Commission. Additionally, Zimmerman and Burke-Blue shall refrain from providing legal advice on the matter which creates the conflict to the client of Zimmerman and Burke-Blue whose interests are adverse to the Commission. Whether or not a matter is a “conflict” shall be determined by the Rules Regulating the Florida Bar.

11. Retention or Selection of Speciality Counsel. From time to time, the Commission may encounter issues or litigation which require the retention of counsel with a specialized knowledge in a particular area of practice. In such event, Zimmerman and Burke-Blue shall have the authority to retain Speciality Counsel on behalf of the Commission, subject to the Commission’s approval or ratification at the next available Commission meeting.

The Commission expressly approves and directs the use of Cliff Higby of Bryant & Higby, Chtd., as Speciality Counsel under this Agreement for all litigation purposes, Gwen Adkins of Coppins Monroe Adkins & Dincman as Speciality Counsel under this Agreement for

all matters dealing with the Police Department, and Chauncey W. Lever, Jr. as Speciality Bond Counsel under this agreement for all bonds and loans until otherwise directed by the Commission. It shall not be necessary for Zimmerman and Burke-Blue to seek prior approval or ratification of the Commission in order to assign tasks to Cliff Higby, Gwen Adkins and Chauncey W. Lever, Jr., but prior approval of the Commission shall be required to assign tasks to other attorneys or law firms in the speciality areas designated for each Speciality Counsel and the Specialty Bond Counsel.

12. Independent Contractor. It is understood that Zimmerman and Burke-Blue are independent contractors and are not employees, agents, partners or representatives of the Commission, except in its official capacity as legal counsel to the Commission, and shall not hold themselves out to the public as employees, agents, partners or representatives of the Commission, except in their official capacity as legal counsel to the Commission. As independent contractors Zimmerman and Burke-Blue are responsible to secure, at their sole cost, workers' compensation insurance, disability benefits insurance, and any other insurance as may be required by law.

The Commission will not provide, nor will it be responsible to pay for, any benefits for Zimmerman and Burke-Blue and Zimmerman and Burke-Blue shall secure and pay for all such benefits for itself and/or its staff, including, but not limited to, health insurance, paid vacation, paid holidays, sick leave or disability insurance coverage of whatever nature.

13. Agreement Not Assignable. Zimmerman and Burke-Blue shall not assign any interest in the Agreement or transfer any interest in same without prior written consent of the City.

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

By: *S. Phillips*

Its: Mayor

ATTEST:

*Terri Lillard*  
Terri Lillard, Clerk

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

By: Les W. Burke  
Les W. Burke, President

ATTEST:

Elizabeth J. Walters  
Elizabeth J. Walters, Secretary

NEVIN J. ZIMMERMAN, as appointed  
City Attorney

Nevin J. Zimmerman  
Nevin J. Zimmerman

EXHIBIT A  
**DISCOUNTED GOVERNMENT RATES**  
**FEE SCHEDULE**  
**CITY OF PANAMA CITY FY 2012-2013**

<u>ATTORNEY</u>	<u>RATE PER HOUR</u>
Les W. Burke	\$275
Rob Blue, Jr.	\$275
Edward A. Hutchison, Jr.	\$275
Elizabeth J. Walters	\$275
Douglas L. Smith	\$275
<b><u>Nevin J. Zimmerman</u></b>	<b><u>\$250</u></b>
<b><u>Michael S. Burke</u></b>	<b><u>\$250</u></b>
M. Todd Burke	\$250
William S. Henry	\$250
<b><u>William C. Henry</u></b>	<b><u>\$250</u></b>
Joy Marler	\$200
J. Christopher Barr	\$175
<b><u>Dustin N. Dailey</u></b>	<b><u>\$150</u></b>
Clark T. Rogers	\$150
Legal Assistants/Paralegal Fees	\$ 85

**Bold** indicates attorneys primarily responsible for representation of the Commission.

Time shall be kept and bills shall be submitted in increments of 1/10th (.1) per hour.

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "First Amendment") made and entered into this 11<sup>th</sup> day of March, 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 RFP No. PC 13-116;

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

WHEREAS, the parties desire to amend Paragraph 5 "Payment" by replacing the current hourly method of payment with a lump-sum retainer as set forth below;

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

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

1. Paragraph 5 of the Professional Services Agreement shall be deleted in its entirety and replaced with the following:

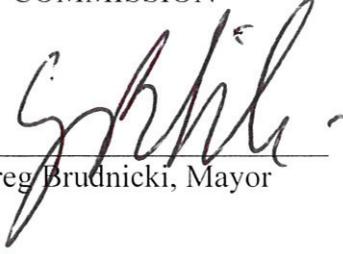
Commencing March 1, 2014 Burke Blue will be paid a lump-sum retainer of \$20,000.00 per month (or \$240,000 annually) for "Covered Services." "Covered Services" is defined as all legal services provided for in this Agreement except (i) bond issues and long term loans and (ii) special projects as determined by the Commission. Legal services that are not included in the definition of "Covered Services" above are defined as "Non-Covered Services". The lump-sum retainer for Covered Services shall be reevaluated at the end of six months. Burke-Blue shall each month invoice the Commission the sum of \$20,000 for Covered Services.

"Non-Covered Services" will be paid for as follows: (i) a fee for bond issues and loans will be negotiated and then approved by the Commission and (ii) special projects will be determined solely by the Commission and a fee will be negotiated depending on the nature of the special project and then approved by the Commission.

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

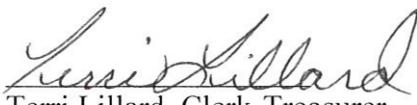
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the date and year first above written.

CITY OF PANAMA CITY  
CITY COMMISSION

By: 

Greg Brudnicki, Mayor

ATTEST:

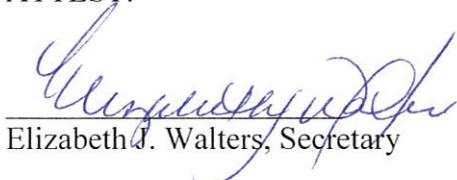
  
Terri Lillard, Clerk-Treasurer

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

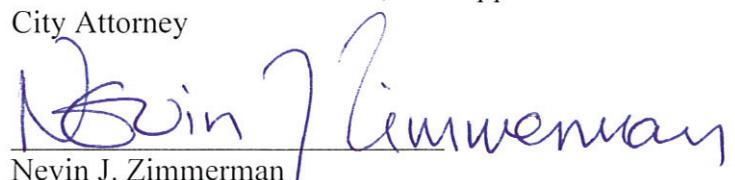
By: 

Les W. Burke, President

ATTEST:

  
Elizabeth J. Walters, Secretary

NEVIN J. ZIMMERMAN, as appointed  
City Attorney

  
Nevin J. Zimmerman

## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment") made and entered into this 24<sup>th</sup> 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.

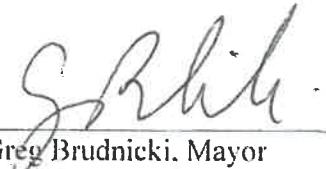
3. All other terms and conditions of the Agreement shall remain unchanged except as expressly amended herein.

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

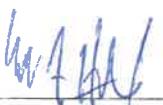
CITY OF PANAMA CITY  
CITY COMMISSION

ATTEST:

  
T.D. Hachmeister, Clerk-Treasurer

  
Greg Brudnicki, Mayor

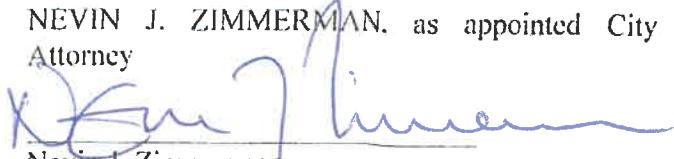
BURKE, BLUE, HUTCHISON, WALTERS & SMITH, P.A.

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 29<sup>th</sup> 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.

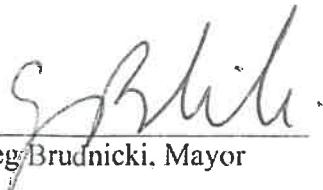
2. The initially approved designate for Zimmerman from Burke-Blue is Natalie McSwane and Michael Burke.
3. Commencing October 1, 2017 Burke Blue will be paid a lump-sum retainer of \$7,500.00 per month (or \$90,000.00 annually) for providing the Police Department Services.
4. All terms and conditions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

CITY OF PANAMA CITY  
CITY COMMISSION

ATTEST:

  
T.D. Hachmeister, Clerk-Treasurer

  
Greg Brudnicki, Mayor

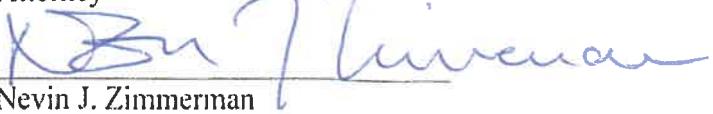
BURKE, BLUE, HUTCHISON, WALTERS &  
SMITH, P.A.

By:   
Ward Hutchison, President

ATTEST:

  
Elizabeth J. Walters, Secretary

NEVIN J. ZIMMERMAN, as appointed City  
Attorney

  
Nevin J. Zimmerman

### THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Third Amendment") made and entered into as of this 23<sup>rd</sup> day of October, 2018, by and between the City of Panama City Commission (the "Commission"), Nevin J. Zimmerman, as the appointed City Attorney ("Zimmerman") and Burke Blue, P.A., f/n/a 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 (the "Agreement");

WHEREAS, the parties amended the Agreement by entering into the First Amendment to Professional Services Agreement and by replacing the hourly method of payment with a lump-sum retainer on March 11, 2014 except for loans, bond issues and Special Projects;

WHEREAS, the parties amended the Agreement by entering into the Second Amendment to Professional Services Agreement and the Police Services Supplement to Professional Services Agreement to expand the scope of legal services being provided and amending the lump sum retainers on October 24, 2017;

WHEREAS, Rick Scott, Governor of the State of Florida, on October 7, 2018 issued Executive Order 18-276 declaring a state of emergency in Bay County as a result of Tropical Storm Michael;

WHEREAS, the City Commission declared a state of emergency pursuant to Resolution No. 20181009.1 on October 9, 2018;

WHEREAS, on October 10, 2018, Hurricane Michael struck Bay County and the City of Panama City (the "City") as an almost Category 5 hurricane resulting in massive damages to private and public property and to the infrastructure in the City;

WHEREAS, the normal legal services provided for the Agreement will be altered in that a large portion of the legal services for many months shall be related to the impacts and after effects of Hurricane Michael;

WHEREAS, the parties agree to suspend the retainers and provide for payment of legal services at the previously negotiated discounted hourly rates during the pendency of the Hurricane in Exhibit A; and

WHEREAS, as provided in the Agreement, the parties agree to establish a "special project" for purposes of billing and tracking legal time and costs attributable to the impacts and after effects of Hurricane Michael.

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

1. Commencing October 1, 2018 and continuing until the parties agree otherwise, the retainers will not be paid to Burke-Blue and for the legal services provided pursuant to the Agreement the Commission shall pay Burke Blue for the hourly fees of both Zimmerman and the other employees of Burke-Blue at the discounted hourly rates as determined by the Amended Rate Schedule attached hereto as Exhibit A and made a part hereof. Burke-Blue shall invoice the Commission a Monthly Bill.

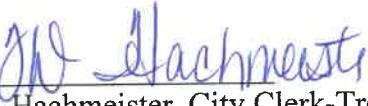
2. Pursuant to the Agreement, the Commission does hereby designate the Special Project of "Hurricane Michael," and Burke-Blue shall submit hourly invoices at the discounted hourly rates for work that is related to the impact and after effects of the Hurricane Michael event. The Hurricane Michael Special Project and terms applicable thereto are further described in Exhibit B attached hereto.

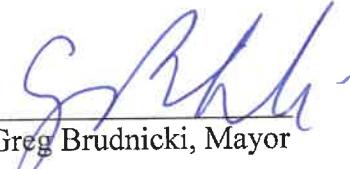
3. The Agreement shall be for a term of one year, and such term shall be automatically renewed on October 1 each year for another one year period unless terminated pursuant to paragraph 7 of the Agreement.

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

CITY OF PANAMA CITY  
CITY COMMISSION

ATTEST:

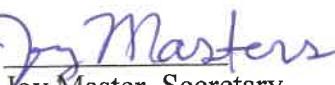
  
D. T. Hachmeister, City Clerk-Treasurer

  
Greg Brudnicki, Mayor

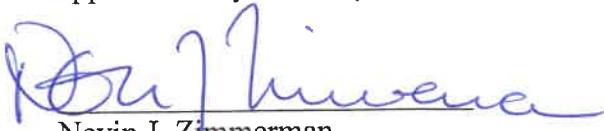
BURKE BLUE P.A.

  
Ward Hutchison, President

ATTEST:

  
Joy Master, Secretary

NEVIN J. ZIMMERMAN, as  
appointed City Attorney

  
Nevin J. Zimmerman

**EXHIBIT A**  
**AMENDED DISCOUNTED GOVERNMENT RATES FEE SCHEDULE**

The Fee Schedule attached to the Agreement shall be amended as follows:

Elizabeth J. Walters and Dustin N. Dailey shall be deleted as Burke-Blue attorneys.

Eric A. Krebs and Natalie A. McSwane shall be added as Burke-Blue attorneys at the following rates:

Eric A. Krebs - \$225 per hour

Natalie A. McSwane - \$200 per hour

**EXHIBIT B**  
**HURRICANE MICHAEL SPECIAL PROJECT**

All terms of the Agreement are applicable to this Exhibit B Hurricane Michael Special Project. In addition to the terms of the Agreement, the terms herein apply to the Exhibit B Hurricane Michael Special Project.

Commencing October 7, 2018 Zimmerman and Burke-Blue shall provide legal services related to the impacts and after effects of Hurricane Michael for a period of one year. For all services and incidental costs required hereunder, Burke-Blue shall be paid on a time and material/expense basis for services provided herein, provided, however, that total payments to Burke-Blue pursuant to this Hurricane Michael Special Project shall not exceed \$500,000 without the prior written approval of the Commission. Burke-Blue exceeds the *shall not exceed* amount entirely at its own risk. Burke-Blue shall submit its bills in arrears on a monthly basis in a form approved by the City Clerk and the City Manager. The bills shall show or include: (i) the tasks performed; (ii) the time in quarter hours devoted to the tasks; (iii) the hourly rate or rates of the persons performing the tasks; and (iv) copies of receipts for reimbursable materials/expenses, if any.

Zimmerman and Burke-Blue agree to comply with the following Federal Contract Provisions:

1. Access of the State of Florida (i.e. its agencies), FEMA and Others to CDBG Documents Papers, and Books. The Contractor agrees to allow the departments and agencies of the State of Florida, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner any obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor shall entitle the Contractor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contractor shall not be relieved of liability to the CITY for damage sustained to the CITY by virtue of any breach of the Contract by the Contractor. The CITY may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the CITY from the Contractor is determined.

3. Termination for Convenience of the City. The CITY may terminate this Contract any time by a notice in writing from the CITY to the Contractor. If the Contract is terminated by the CITY as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Work actually performed bear to the

total Work of the Contractor covered by this Contract, less payments of compensation previously made.

4. Records. All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant for this project are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

5. Health and Safety Standards. All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11 738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency. All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes. The CITY may, from time to time, request changes in the scope of the Work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the CITY and the Contractor, shall be incorporated in written and executed amendments to this Contract.

9. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All the Work

required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such Work. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules. Wages of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Wages. If in the performance of this Contract, there is any underpayment of wages by the Contractor or by any subcontractor thereunder, the CITY may withhold from the Contractor out of payment due to him an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the CITY for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Wage Rates. Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the CITY for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses. The Contractor will comply with the following clauses:

- (A) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CITY receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the CITY, this assurance shall obligate the CITY, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (B) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and
- (C) Executive Order 11063 as amended by Executive Order 2259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- (D) Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

16. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting. None of the Work covered by this Contract shall be subcontracted without prior written consent of the CITY. The Contractor shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the CITY provided that claims for money due or to become due the Contractor from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

20. Interest of Members of Local Public Agency and Others. The Contractor agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contractor will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contractor will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the time he was a member and for one year thereafter.

21. Interest of Certain Federal Officers. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract.

23. Political Activity. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements. The Contractor will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements. The Contractor will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-I.

26. Lead-Based Paint Requirements. The Contractor will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 1), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget. The Contractor agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements. The Contractor agrees to comply with all applicable flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in

communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance. It is understood that the Contractor does not own the Properties and, therefore, any required flood insurance is the Owner's responsibility to provide and maintain in force.

29. Historic Preservation. Contractor agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 111593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-I et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and CITY to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring. The Contractor agrees to assist and cooperate with the Federal grantor agency and CITY or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by CITY such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the CITY.

33. Third-Party Contracts. The CITY shall include in all contracts with parties receiving grant funds under this contract (each a "Participating Party") provisions requiring the following: (1) Each such Participating Party keeps and maintains books, records and other documents relating directly to the receipt and disbursement of such grant funds; and (2) Any duly authorized representative of the Florida Department of

Environmental Quality, the Florida Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

34. Lobbying. The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

35. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

36. Compliance with Federal Law, Regulations, and Executive Orders.

The Contractor acknowledges that FEMA financial assistance will be used to fund the contract in whole or in part. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

37. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

38. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Fourth Amendment") made and entered into as of this 25th day of August, 2020, by and between the City of Panama City Commission (the "Commission"), Nevin J. Zimmerman, as the appointed City Attorney ("Zimmerman") and Burke Blue, P.A., f/n/a Burke Blue Hutchison Walters & Smith, P.A ("Burke-Blue") as the "Associated Firm" as that term is used in RFP No. PC 13-116 and the Professional Services Agreement:

WHEREAS, the parties entered into the Professional Services Agreement on April 9, 2013 as amended as specified herein (the "Agreement");

WHEREAS, the parties amended the Agreement by entering into (i) the First Amendment to Professional Services Agreement on March 11, 2014, (ii) the Second Amendment to Professional Services Agreement and the Police Services Supplement on October 24, 2017, and (iii) the Third Amendment to Professional Services Agreement on October 23, 2018;

WHEREAS, the Third Amendment to Professional Services Agreement (the "Third Amendment") provided for payment of legal services at the discounted hourly rates as determined by the Amended Rate Schedule attached as Exhibit A and approved the Hurricane Michael Special Project attached as Exhibit B;

WHEREAS, at the time the Third Amendment was approved the lump-sum retainer for the Police Services Supplement was reduced from \$7,500 per month to \$6,000 per month;

WHEREAS, there is a desire to amend the Agreement (i) to amend the Burke Blue discounted hourly rates, (ii) to continue the reduction in the Police Services Supplement and (iii) to adjust the term of the Hurricane Michael Special Project.

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

1. The discounted hourly rates in the Agreement and as amended in the Third Amendment shall be amended as provided in Exhibit A attached hereto and made a part hereof.
2. The lump-sum retainer for the Police Services Supplement shall continue at the reduced rate of \$6,000 per month.

3. The parties agree that the term for the Hurricane Michael Special Project shall be the same as the term of the Agreement and subject to termination as provided in the Agreement.

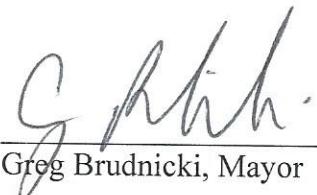
4. All provisions of the Agreement, as amended, shall remain in full force and effect unless amended by this Fourth Amendment.

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

ATTEST:

  
Brandy Waldron, Interim City Clerk-Treasurer

CITY OF PANAMA CITY  
CITY COMMISSION

  
\_\_\_\_\_  
Greg Brudnicki, Mayor

BURKE BLUE P.A.

ATTEST:

  
\_\_\_\_\_  
Joy Master, Secretary

NEVIN J. ZIMMERMAN, as  
appointed City Attorney

  
\_\_\_\_\_  
Nevin J. Zimmerman

## EXHIBIT A

### AMENDED DISCOUNTED GOVERNMENT RATES FEE SCHEDULE

The Fee Schedule attached to the Agreement and as amended by the Third Amendment shall be further amended as follows:

Eric A. Krebs, M. Todd Burke, and J. Christopher Barr shall be deleted as Burke-Blue attorneys.

The following are attorneys that shall have amended hourly rates:

<b>Joy Marler Master -</b>	<b>\$250 per hour</b>
<b>Natalie A. McSwane -</b>	<b>\$225 per hour</b>
Clark T. Rogers -	\$225 per hour
Gregory Philo-	\$225 per hour
<b>Jessica Stewart-</b>	<b>\$200 per hour</b>

**Bold** indicates attorneys primarily responsible for representation of the Commission.

## **FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Fifth Amendment") made and entered into as of this 12<sup>th</sup> day of September, 2022, by and between the City of Panama City Commission (the "Commission"), Nevin J. Zimmerman, as the appointed City Attorney ("Zimmerman") and Burke Blue, P.A. ("Burke-Blue") as the "Associated Firm" as that term is used in RFP No. PC 13-116 and the Professional Services Agreement:

WHEREAS, the parties entered into the Professional Services Agreement on April 9, 2013 as amended as specified herein (the "Agreement");

WHEREAS, the parties amended the Agreement by entering into (i) the First Amendment to Professional Services Agreement on March 11, 2014, (ii) the Second Amendment to Professional Services Agreement and the Police Services Supplement on October 24, 2017, (iii) the Third Amendment to Professional Services Agreement on October 23, 2018, and (iv) the Fourth Amendment to Professional Services Agreement on August 25, 2020; and

WHEREAS, the Third Amendment to Professional Services Agreement (the "Third Amendment") provided for payment of legal services at the discounted hourly rates as determined by the Amended Rate Schedule attached as Exhibit A and approved the Hurricane Michael Special Project attached as Exhibit B;

WHEREAS, at the time the Third Amendment was approved the lump-sum retainer for the Police Services Supplement was reduced from \$7,500 per month to \$6,000 per month;

WHEREAS, the Fourth Amendment to Professional Services Agreement (the "Fourth Amendment") was (i) to amend the attorney names associated with the Burke Blue discounted hourly rates, (ii) to continue the reduction in the Police Services Supplement and (iii) to adjust the term of the Hurricane Michael Special Project.

WHEREAS, there is a desire to Amend the Agreement (i) to provide for categories (rather than individual names) associated with specific Burke Blue discounted hourly rates, (ii) to continue the Police Services Supplement and (iii) to continue the Hurricane Michael Special Project.

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

1. The discounted hourly rates in the Agreement and as amended in the Fourth Amendment shall be amended as provided in Exhibit A attached hereto and made a part hereof.

2. The lump-sum retainer for the Police Services Supplement shall continue at the reduced rate of \$6,000 per month.

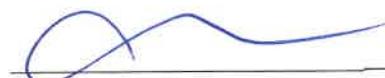
3. The parties agree that Hurricane Michael Special Project shall continue and the term will continue to be the same as the term of the Agreement and subject to termination as provided in the Agreement.

4. All provisions of the Agreement, as amended, shall remain in full force and effect unless amended by this Fifth Amendment.

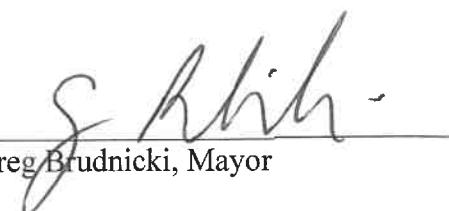
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals as of the date and year first above written.

CITY OF PANAMA CITY  
CITY COMMISSION

ATTEST:



Jan Smith, City Clerk-Treasurer



Greg Brudnicki, Mayor

BURKE BLUE P.A.



Edward A. Hutchison, Jr. President

ATTEST:



Joy A. Marler-Masters, Secretary

NEVIN J. ZIMMERMAN, as  
appointed City Attorney



Nevin J. Zimmerman

## EXHIBIT A

### AMENDED DISCOUNTED BURKE BLUE GOVERNMENT RATES FEE SCHEDULE

The Fee Schedule attached to the Agreement and as amended by the Fourth Amendment shall be further amended as follows:

All Attorneys listed with hourly rates shall be changed and hourly rates will be established by category rather than by individual attorney.

An updated list of the Attorneys and Consultants and which category they are classified under will be provided at least annually to the City Commission.

The following categories shall have the following hourly rates:

Appointed City Attorney	\$275 per hour
Senior Shareholder	\$275 per hour
Chief Assistant City Attorney	\$250 per hour
Shareholder/Of Counsel	\$250 per hour
Partner/Senior Associate	\$225 per hour
Associate/Specialty Consultant	\$200 per hour
Paralegal/Legal Secretary	\$85 per hour