

RESOLUTION NO. 24-50

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ENGAGEMENT WITH HAND ARENDALL HARRISON SALE, LLC, BEGGS & LANE, RLLP, FRAZER LAW, PLC, AND RUSTON SANDERS IN CONNECTION WITH LITIGATION REGARDING THE PRESENCE OF POLYFLUOROALKYL SUBSTANCES IN DRINKING WATER SYSTEMS.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Retainer Agreement between the City and Hand Arendall Harrison Sale, LLC, Beggs & Lane, RLLP, Frazer Law, PLC, and Ruston Sanders, for pending litigation regarding the presence of polyfluoroalkyl substances, including but not limited to, Perfluorooctanoic acid (PFOA) and/or Perfluorooctanesulfonic acid (PFOS), in drinking water systems of the City of Panama City Beach, in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 14th day of December 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

RETAINER AGREEMENT

THIS RETAINER AGREEMENT made and entered into this ^{15th} day of December, 2023, by and between The City of Panama City Beach (the "Client" or "You") and Hand Arendall Harrison Sale LLC, Beggs & Lane, RLLP, Frazer Law, PLC and Ruston Sanders (collectively the "Firms" or "we"), in connection with potential litigation regarding the presence of Polyfluoroalkyl substances, including, but not limited to, PFOA and/or PFOS, in drinking water in the systems of the Client.

1. For and in consideration of the mutual promises herein contained and other good and valuable consideration, the parties hereby agree as follows: The Client hereby engages the Firms to represent it in potential civil litigation in connection with legally tenable claims to be brought against manufacturers and others regarding the presence at unacceptable detectable limits of a certain group of chemicals known as Polyfluoroalkyl substances, including, but not limited to, PFOA and PFOS, in drinking water in the systems of the Client (the "case" or "matter"). Subject to favorable results in their investigation into Client's potential claims, the Firms will file and prosecute such lawsuit as are necessary on behalf of the Client against responsible parties that The Firms, after consultation with and approval by the Client, deem necessary to a successful outcome of the litigation. The Firms will submit any proposed complaint or petition to the Client for approval before filing. If nothing is recovered, the Client will not be indebted to the Firms for any attorney's fees or expenses the Firms might incur. If the Firms' investigation results in a finding that, in their opinion, does not warrant the filing of a lawsuit, then the Firms will notify the Client of that conclusion, in which event the Client will owe the Firms nothing and this Agreement will be terminated.
2. The Firms have made no promises and will make no promises or guarantees as to the probabilities of outcomes or the amounts recoverable in connection with the Clients' claim(s).
3. The Firms assume joint responsibility for the representation described in this Agreement. Client approves of and consents to the participation of all the Firms in the representation. The Client understands and agrees that the total contingency fee described in paragraph 5 (the "Contingency Fee") will be divided among the Firms in such manner as the Firms may deem appropriate based upon the work provided by each. The Client agrees to this division of responsibilities and fees. The Firms might propose association with other firms or attorneys which we reasonably believe might assist in the prosecution of this litigation. As to any other proposed associated counsel, the Client will be provided the names of that counsel in advance of our association and will have the right to approve their association on its behalf. The division of fees among the Firms, or the association with additional counsel, does not change the total Contingency Fee described in paragraph 5 owed by the Client.


4. The Firms agree to represent the Client on a contingent basis, such that any attorney's fees and expenses shall be paid only if the Firms obtain a favorable result in this case. The Firms will advance the costs of this litigation including filing fees, transcript costs, notices, travel expenses, expert fees, and copy and delivery charges. While the Firms will seek reimbursement of these charges from the court and/or the adverse parties, they understand that reimbursement of their expenses is not guaranteed.
5. The Client agrees to pay the Firms a total Contingency Fee of thirty-three percent (33%) of the total amount of money or other items of value obtained in connection with the settlement, trial, or appeal of the claim (the "Contingency Fee"). In the event of a settlement, the Contingency Fee shall be computed on the basis of the present value of the settlement. The Client agrees that the Firms shall recover all costs and expenses reasonably incurred by the Firms from the gross recovery. If there is no recovery, the Client shall not be responsible to reimburse the Firms for any costs and expenses, or if such costs and expenses exceed the gross recovery, the Client shall not be responsible for such excess. Costs and expenses shall be deducted before the Contingency Fee is calculated. These costs and expenses do not change the Contingency Fee percentage. Furthermore, any expenses that benefit multiple clients will be spread evenly, pro rata, among them. To the extent that attorney's fees are awarded by a Court, those fees, to the extent collected from any adverse party, shall be credited against the Contingency Fee to be paid if the amount awarded is less than 33% of the total amount obtained in connection with the settlement, trial or appeal of the claim. If the amount awarded and paid by the adverse party is greater than 33% of the total amount of money or other items of value obtained in connection with the settlement, trial or appeal of the claim, then that amount shall be the entire fee owed to the Firms. Under no circumstances shall the Client share in any attorney's fees, however.
6. The Firms will not settle the Client's claim without the approval of the Client, who will have the absolute right to accept or reject any settlement. The Firms will notify the Client promptly of the terms of any settlement offer received by the Firms.
7. The Firms will take reasonable measures to keep confidential all information relating to representation of the Client unless disclosure is authorized by the Client or required by applicable codes of professional responsibility. The Firms may, however, include your name in a published list of our clients, with your written approval.
8. The Firms have found that the use of email is an expedient and effective method of communicating with clients and in transmitting documents. While the Firms are mindful of the fact that it is possible for such communications to be intercepted and read, they agree to take all reasonable measures to preserve the confidentiality of email communications and have concluded that there is a sufficient likelihood of confidentiality in this means of transmission to justify its use with the Client on a regular basis. The

Client agrees that the Firms may use email to communicate with it and to transmit documents to it from time to time.


9. This Agreement does not include any contract or agreement for any other legal representation not herein expressly referenced. The Client understands that the Firms will not provide any tax, accounting, or financial advice or services regarding this matter. If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and the Client requests an attorney to perform such services, separate and additional fee arrangements will be made between the Client and the Firms. Any request for legal services unrelated to this engagement must be set forth in a separate written agreement signed by the Client and one or more of the Firms.
10. In the event that the Firms recover any compensation for the Client, all payments recovered will be first deposited and/or paid into the trust account of one of the members of the Firms, or a trust account designated by them, from which account those funds will be distributed, pursuant to an itemized accounting to the Client consistent with the terms of the settlement or judgment minus the Contingency Fee and costs as set forth in this Agreement. Funds may be held in the IOLTA trust account of the Firms, or any of them, and the interest, if any, will be sent to the appropriate Bar Foundation. The Firms will make every effort, consistent with applicable Bar Rules, to put any settlement in an interest bearing account for the benefit of the Client.
11. The effective date of this agreement will be the date when it is executed by Client. This Agreement will, however, apply to services provided by the Firms on this matter before its effective date.

Executed on the date first above written.

The City of Panama City Beach

By:  Abigail White ^{ACTING CITY}
MANAGER

Dated: 12/15/23

Attest: 

City Clerk

Beggs & Lane, RLLP

By: _____

Dated: _____

Frazer Law, PLC

By: _____

Dated: _____

Ruston Sanders

Hand Arendall Harrison Sale LLC

By: _____

Dated: _____

Dated: _____