

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

6495 CAROLINE STREET • SUITE 1
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

To: Santa Rosa County Board of County Commissioners
From: DeVann Cook, Director, Human Resources 
Through: Tony Gomillion, County Administrator
Re: Legal Services
Date: January 20, 2016

Recommendation

Develop an agreement with the Warner Law Firm, P.A. for legal services, as needed, for claims not covered by the Florida Association of Counties Trust. A copy of their proposal is attached.

Background

The Warner Law Firm has been representing Santa Rosa County for many years. They are one of the firms endorsed by the Florida Association of Counties Trust (our General Liability carrier). Most legal representation expenses are paid by the Trust, however, there are cases that may not be partially or completely covered by the Trust. In most of those instances, I believe using the Warner Firm will offer a level of consistency that can be important to the County.

Attachment

DC/lh

cc: R. Andrews

WARNER LAW FIRM, P.A.

519 GRACE AVENUE
POST OFFICE BOX 1820 (32402)
PANAMA CITY, FLORIDA 32401
TELEPHONE (850) 784-7772
FACSIMILE (850) 784-7756

TIMOTHY M. WARNER*
WILLIAM G. WARNER

Toll Free Telephone (888) 927-6370
Toll Free Telecopier (888) 781-7756

* ALSO ADMITTED IN LOUISIANA

E-MAIL: timwarner@warnerlaw.us
E-MAIL: billwarner@warnerlaw.us

January 12, 2016

DeVann Cook.
Santa Rosa County Human Resources Director
6495 Caroline Street, Suite H
Milton, FL 32570

Dear Mr. Cook:

It is our understanding that Santa Rosa County would like to engage Warner Law Firm, P.A., hereinafter referred to as "the firm," to provide ongoing legal services as outside counsel to the Santa Rosa County Board of County Commissioners, hereinafter "BCC," on an as-needed basis as determined by the County.

This letter will confirm the terms our engagement.

It is acknowledged that the firm's client is the BCC and no other person or entity. The scope of the firm's representation includes providing advice, assistance and legal representation to the County and its staff and to provide such other representation as required by the direction of the County.

The firm's fee will be based upon an hourly rate of \$225.00 for attorney time and \$95.00 for paralegal time. The BCC will be billed on a monthly basis by itemized statement of services rendered and expenses charged, with payment being due upon receipt.

In addition to attorney's fees, the firm shall be reimbursed for expenses, including travel, court reporter's fees, process server's fees, copy costs, and any other out-of-pocket expense incurred by the firm in its representation under this agreement.

During the course of our engagement, the firm will use its best efforts on behalf of the BCC. Please be reminded, however, that the firm cannot guarantee favorable results.

It is understood that the firm will not settle or compromise any matter without the consent of the BCC.

The BCC understands that it has certain obligations in connection with this agreement, including an obligation of complete honesty and full disclosure of any and all facts surrounding this matter, and further understands that it must cooperate with the firm's personnel during the representation.

Failure of either party to abide by the terms of this engagement shall be the basis for termination of the parties' relationship hereunder, including withdrawal of counsel from the representation.

If you understand and approve the terms of this engagement as outlined in this letter, please sign where indicated below and return the executed original to my office.

We appreciate your consideration and look forward to working with you.

Sincerely,

WARNER LAW FIRM, P. A.


William G. Warner

Agreed, on the date set forth below:

On behalf of the Santa Rosa County
Board of County Commissioners

Dated: _____