

RESOLUTION 96- 60

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY TO AUTHORIZE THE COUNTY ATTORNEY'S OFFICE TO EXPEND UP TO \$1,000 IN ADDITIONAL PAYMENTS TO BENNETT AND BEDSOLE, P.A. FOR DEFENSE OF ST. JOHNS COUNTY IN THE CASE OF ROBERT SUTTLE V. ST. JOHNS COUNTY, FLORIDA, ET AL.

WHEREAS, litigation in the case of Robert Suttle v. St. Johns County, Florida and Jones Homes, Inc., a Florida Corporation in which the law firm of Bennett and Bedsole, P.A. has defended St. Johns County is substantially complete; and

WHEREAS, St. Johns County has previously contracted with Bennett and Bedsole, P.A. to provide such defense with a limit on fees and costs of \$7,500 subject to properly authorized increases; and

WHEREAS, in order to complete a proper defense of the County's interests, it is recommended by the Office of the County Attorney that the spending cap for this matter be raised by \$1,000.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County that the Office of the County Attorney is authorized to increase the spending limit in the contract attached hereto and incorporated herein by reference as Exhibit A by \$1,000.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 9th day of April, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan
Its Chair - Donald Jordan

ATTEST: CARL "BUD" MARKEL, CLERK

By: Jenne Carter
Deputy Clerk

This Contract (herein after referred to as the "Contract") is dated as of the 31 day of JULY of 1995 by and between the County of St. Johns, a political subdivision of the State of Florida (herein after referred to as the "County") and the law firm of Bennett and Bedsole, P. A. of St. Augustine, Florida (herein after referred to as "law firm").

Recitals

WHEREAS, the case of Robert Suttle vs. St. Johns County, Florida and Jones Homes, Inc., a Florida Corporation is presently pending in the Circuit Court, Seventh Judicial Circuit, in and for St. Johns County, Florida (Case # CA-931694); and

WHEREAS, conflicting County legal work commitments do not allow for current counsel of the Office of the County Attorney to continue proper trial preparation and trial defense in this case.

Now therefore, the County and law firm agree as follows:

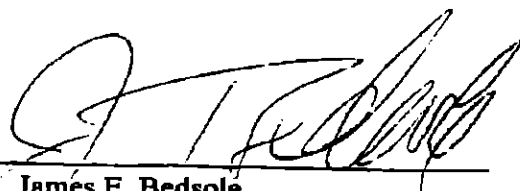
(1) The law firm shall represent St. Johns County in all aspects of the case of Robert Suttle vs. St. Johns County, Florida and Jones Homes, Inc., a Florida Corporation presently pending in the Circuit Court, Seventh Judicial Circuit, in and for St. Johns County, Florida (Case # Ca-931694) from the date of execution of this contract, through final judgement or other final Circuit Court disposition excluding representation of the County on remand to the Circuit Court after any appeal.

(2) Law Firm shall be compensated for said legal representation of St. Johns County at the rate of \$125.00 per hour of Florida Bar member time actively spent on work on this case, payment of which shall cover all standard overhead expenses including but not limited to secretarial services, in office copies and local telephone calls and local mileage. Said hourly fee shall not include long distance telephone call charges, travel cost outside of St. Johns County, or all other normally accepted litigation costs which shall be paid by St. Johns County based on an itemized invoice.

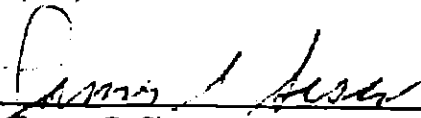
(3) Expenses of travel outside of St. Johns County which may be necessitated by representation in this case shall be compensated at that rate paid to County employees for similar travel.

(4) In no event shall the total of accessed fees and costs exceed \$7,500.00 without reaffirmed written authorization by the St. Johns County Board of County Commissioners, which shall establish a new limit on such expenditures as may be necessary to protect the interests of St. Johns County.

(5) Either Bennett and Bedsole, P.A. or the County Attorney may cancel this contract on two weeks written notice unless the County Attorney and Bennett and Bedsole, P.A. should agree to a lesser term for cancellation.



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