

RESOLUTION NO. 2017- 165

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE OWNER OF A VESSEL WITH FLORIDA REGISTRATION FL2394CL TO CONVEY TITLE OF THE VESSEL TO THE COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, Ronald Jones (Owner) is the owner of a 28-foot 1971 sloop rig with Florida registration FL2394CL (the Vessel); and

WHEREAS, as a result of Hurricane Matthew, the Vessel was washed ashore onto County property; and

WHEREAS, Owner is unable to remove the Vessel from County property; and

WHEREAS, pursuant to Section 823.11, Florida Statutes, the County is entitled to remove the Vessel from County property, and

WHEREAS pursuant to Section 705.103, Florida Statutes, if the County were to remove the Vessel from County property without first obtaining title to the Vessel, the County would be required to retain custody of the Boat for 90 days prior to disposing of the Vessel, and

WHEREAS, Owner wishes to convey title to the Vessel to the County in exchange for the County waiving any removal costs that it might otherwise be entitled to, and

WHEREAS, acceptance of title to the Vessel by the County would allow the County to dispose of the Boat without incurring costs for storage of the Vessel for 90 days as required by Section 705.103, Florida Statutes; and

WHEREAS, the County and the Owner wish to enter into an agreement formalizing the conveyance of title to the Vessel to the County, attached hereto as Exhibit A; and

WHEREAS, the County has determined that the terms of the agreement will serve the interest of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, provisions, conditions, and requirements of the agreement between the County and Ronald Jones conveying title to the 28-foot 1971 sloop rig with Florida registration FL2394CL to the County, and authorizes the County Administrator, or designee, to execute the agreement in substantially the same form and format as attached, as well as any other paperwork associated with, or necessary to accomplish, the purpose of the agreement.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16th day of May, 2017.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 5/19/17



AGREEMENT

This Agreement is made this ____ day of _____, 2017 between Ronald Jones (Owner) and St. Johns County, a political subdivision of the state of Florida (the County).

WHEREAS, Owner is the owner of a 28-foot 1971 sloop rig with Florida registration FL2394CL (the Vessel); and

WHEREAS, as a result of Hurricane Matthew, the Vessel was washed ashore onto County property; and

WHEREAS, Owner is unable to remove the Vessel from County property; and

WHEREAS, pursuant to Section 823.11, Florida Statutes, the County is entitled to remove the Vessel from County property; and

WHEREAS, pursuant to Section 705.103, Florida Statutes, if the County were to remove the Vessel from County property without first obtaining title to the Vessel, the County would be required to retain custody of the Boat for 90 days prior to disposing of the Vessel; and

WHEREAS, Owner wishes to convey title to the Vessel to the County in exchange for the County waiving any removal costs that it might otherwise be entitled to; and

WHEREAS, acceptance of title to the Vessel by the County would allow the County to dispose of the Boat without incurring costs for storage of the Vessel for 90 days as required by Section 705.103, Florida Statutes;

NOW THEREFORE, in consideration of the terms set forth below, the sufficiency of which is mutually acknowledged, the County and the Owner agree as follows:

1. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.

2. By signing this Agreement, Owner warrants that he has good and marketable title to the Vessel and that the Vessel is being transferred free and clear of all debts, claims, liens, and encumbrances of any kind. Owner agrees to deliver to the County all documents necessary for the transfer of title to the Vessel to the County.

3. The County shall accept the Vessel in its "as is" condition. The Owner makes no warranty as to the condition of the Vessel.

4. In consideration for Owner's transfer of title to the Vessel to the County, the County agrees to waive any entitlement it may have for reimbursement from the Owner for any costs associated with the removal, storage, and disposition of the Vessel.

5. The Owner agrees to indemnify, defend, and hold the County harmless from and against all claims and reasonable costs, including reasonable attorney's fees, associated with the Vessel or this Agreement, including but not limited to any complaint, action, notice, order, claim, or judicial or administrative action involving or alleging any non-compliance with any federal, state, or local environmental law or regulation.

6. If any part of this Agreement, or the application thereof, is declared void or otherwise unenforceable by a court of competent jurisdiction, such part or application shall be severable and shall not affect the validity or enforceability of the remaining parts of this Agreement, or the application thereof.

7. This Agreement shall be construed according to the laws of the state of Florida. Venue for any administrative or legal action arising under this Agreement shall lie exclusively in St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

ST. JOHNS COUNTY

OWNER

Signature

Ronald Jones

Printed Name and Title

Date of Execution

Date of Execution

ATTEST:
ST. JOHNS COUNTY CLERK OF COURT

Deputy Clerk

LEGALLY SUFFICIENT

Assistant County Attorney