

RESOLUTION NO. 2023-259

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING, ACCEPTING, AND RATIFYING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE MEDIATION SETTLEMENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND CARR, RIGGS & INGRAM, LLC IN CASE NO. CA20-1331, IN THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA; AND RECOGNIZING UNANTICIPATED REVENUE.

WHEREAS, St. Johns County (“County”) and Carr, Riggs & Ingram, LLC (“CRI”) are currently engaged in litigation styled as *St. Johns County v. Carr, Riggs & Ingram, LLC*, Case No. CA20-1331, pending in St. Johns County Circuit Court (“Action”) concerning CRI’s alleged breach of contract and negligence with respect to its engagement as the County’s outside independent auditors and the damages the County suffered from 2012 through 2017; and

WHEREAS, CRI has disputed, and continues to dispute, the allegations in the Action and that the County is entitled to any relief whatsoever in the proceedings; and

WHEREAS, pursuant to court order, on June 22, 2023, representatives of the County and CRI participated in good faith in mediation before a certified mediator; and

WHEREAS, in order to avoid the expense, delay, and uncertainty of lengthy litigation while protecting the public health, safety, and welfare, the County and CRI desire to resolve all claims asserted in the Action and to formally memorialize the terms of the settlement in a writing consistent with the Mediation Settlement Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the additional funding provided for in the Mediation Settlement Agreement was not anticipated when preparing the Fiscal Year 2022-2023 St. Johns County Annual Budget.

WHEREAS, the County has reviewed the Mediation Settlement Agreement and determined that approval, acceptance, and ratification of the Mediation Settlement Agreement, and the terms, conditions, provisions, and requirements thereof, is in the best interest of the County.

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

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 hereby approves, accepts, and ratifies the terms, provisions, conditions, and requirements of the Mediation Settlement Agreement between St. Johns County and Carr, Riggs & Ingram, LLC executed on or about June 22, 2023, and recognizes unanticipated revenue in the amount of \$325,000.00.

Section 3. To the extent that there are scrivener's, 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 adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Rendition Date JUL 19 2023

By: 
Christian Whitehurst, Chair

Attest: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



IN THE COUNTY COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS
COUNTY, FLORIDA

CASE NO.: 20-CA-1331

ST. JOHNS COUNTY,

Plaintiff,

vs.

CARR, RIGGS & INGRAM, LLC.,

Defendant

MEDIATION SETTLEMENT AGREEMENT

This case was mediated on the 22nd day of June, 2023, before Timothy J. McDermott, Mediator. The parties, including their counsel and all authorized representatives were present. For mutual consideration, the receipt of which is acknowledged herein, and effective as of the foregoing date, the parties reached a proposed mediated Settlement Agreement of their dispute, recognizing that to be legally effective and binding, this proposed Settlement Agreement must first be presented to, and approved by, the Board of County Commissioners of St. Johns County, a political subdivision of the State of Florida ("Board"), upon formal Board action. Such approval is agreed to be condition precedent to the legal validity of this proposed Settlement Agreement. If and when formally approved by the Board, this Settlement Agreement shall become effective immediately without any further action required on the part of either side. In the event that the Board does not approve of the proposed mediated Settlement Agreement, the Mediated Settlement Agreement shall be null and void.

The terms of the proposed Settlement Agreement are as follows:

1. The Defendant in the above action shall pay to the Plaintiff, within 10 business days of the Board's approval of this proposed Settlement Agreement, the sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) (should such approval occur) ("the Settlement Sum"), with such Settlement Sum paid to the Trust Account of Adams and Reese, LLP, to be disbursed by Adams and Reese to the Plaintiff. A current executed W-9 of Adams and Reese LLP shall be provided subsequent to the Board's approval, if so granted.
2. Bradley Bulthuis, Esquire, Senior Assistant County Attorney for St. Johns County, who appeared at the mediation in this matter as the authorized representative of the Plaintiff, together with the Adams and Reese, LLP counsel for the Plaintiff, shall be required to appear at the Board meeting of St. Johns County, when the Board considers and votes on whether to approve or reject this proposed Settlement Agreement. At such meeting, Mr. Bulthuis and counsel from Adams and Reese, LLP will affirmatively recommend to the Board that said Board approve this proposed Settlement Agreement.
3. Mr. Bulthuis shall request that the matter of the Board's approval or rejection of this proposed Settlement Agreement to be heard by the Board as an Agenda Item at the Board's next available regularly-scheduled Board meeting, which is presently scheduled to take place on July 18, 2023.
4. If approved by the Board at such meeting, written notice of such approval shall be provided on July 19, 2023, by counsel for the Plaintiff to counsel for the Defendant, via email. Similarly, if the Settlement is not approved by the Board, notice of that fact shall be provided on July 19, 2023, by counsel for the Plaintiff to counsel for the Defendant, via email.
5. Within five days of the bank clearance of the Settlement Sum, counsel for the parties in the above action shall file a joint motion with the court for an Order dismissing the above action, and all claims therein, with prejudice and without costs or fees assessed against either party.
6. In order to avoid the unnecessary expenditure of fees/costs between now and July 18, 2023, when the Board is scheduled to vote on its acceptance or rejection of this proposed Settlement Agreement, the parties shall not engage in any further actions to either

prosecute or defend the above action, except for the following case activities which they shall be required to perform:

- a. Plaintiff shall be required to disclose its experts on June 22, 2023, as required by the existing Scheduling Order,
 - b. Plaintiff shall promptly provide defense counsel with two dates, in writing, for the potential deposition of Plaintiff's disclosed expert, which dates will be after the July 18th Board meeting, and within 7-10 days thereafter, but not either July 19 or 20, in order to enable a few days for defense counsel to prepare for the deposition of Plaintiff's expert, should the Board reject the proposed Settlement Agreement;
 - c. Defendant shall be required to disclose its experts in July, per the date set forth in the Court's Scheduling Order;
 - d. Defendant shall, with such expert witness disclosure, provide Plaintiff's counsel with two dates, in writing, for the potential deposition of Defendant's experts, which dates will be after the dates scheduled for the defense deposition of Plaintiff's expert witness; and
 - e. Both parties shall be required to disclose their non-expert witnesses, and to list their trial exhibits, on the dates currently set forth in the Court's Scheduling Order.
7. The parties agree that this settlement is not to be construed in any fashion by either side as any type of admission of wrongdoing, breach of contract or negligence, which claims are denied, but, instead, merely as a mutually-agreeable resolution of their dispute, and the costs and fees associated with having to take the above action to trial.
8. This Mediated Settlement Agreement may be executed by the Parties in counterparts, via direct penned signature, or via any digital signature method, which executed pages may be transmitted via facsimile, text, photograph, electronic mail or other digital method, each of which separately transmitted pages/Settlement Agreement shall be deemed an original, but all of which together will constitute a single document.


NOTE: The parties and their counsel hereby acknowledge and agree that to the extent the Mediator provided any input to the foregoing terms, or actually 'penned-to-paper' any of said terms, he was doing so in a strictly ministerial capacity, as the scrivener of and facilitator for the parties, per their direction, and is not to be deemed substantively responsible for said terms, as they are the

terms and agreement of the parties, which all parties and their counsel had a full opportunity to review and agree to before their execution below.

Dated, as of the foregoing above date.

PLAINTIFF

**ST. JOHNS COUNTY, a political
subdivision of the State of Florida.**

By: 

Name: Bradley Butkus

Title: Senior Assistant County Attorney

Counsel for Plaintiff

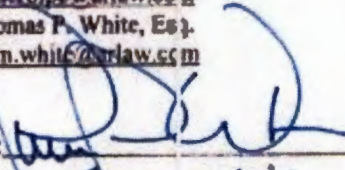
ADAMS AND REESE, LLP

Timothy W. Volpe, Esq.

Tim.volpe@arlaw.com

Thomas P. White, Esq.

Tom.white@arlaw.com

By: 

Name: Tom White

DEFENDANT

CARR, RIGGS & INGRAM, LLC

By: 

Name: William H. Carr

Title: Chairman, CEO of Portfolio
Companies

Counsel for Defendant

BEGGS & LANE, PLLP

J. Nixon Daniel, III, Esq.

jnd@beggslane.com

By: 

Name: J. Nixon Daniel, III

Timothy J. McDermott, Mediator
Mediator No.: 17703R
Timothy J. McDermott, PLLC
McDermott Mediation
TIAA Bank Building
301 W. Bay Street, Suite 1441
Jacksonville, FL 32202
Email: tim@mcdermottmediation.com
Phone: (904) 613-1707