

**From:** [William Clague](#)  
**To:** [Alan LaiHipp](#)  
**Cc:** [Mitchell Palmer](#); [Alex Nicodemi](#); [Cheri Coryea](#); [John Osborne](#); [Karen Stewart](#); [Charlie Hunsicker](#); [Juliet Shepard](#)  
**Subject:** Caroline C Derelict Vessel Settlement Agreement; CAO Matter No. 2019-0549  
**Date:** Wednesday, October 30, 2019 4:50:54 PM  
**Attachments:** [Response to CAO Matter No. 2018-0572.pdf](#)

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Alan:

Pursuant to the above Request for Legal Services you have asked this Office to review a settlement agreement (Agreement) among the owner of the Caroline C, Theron Lee Bonham (Bonham), the Florida Fish and Wildlife Conservation Commission (FWC) and the County. The following facts are relevant to our response:

1. The Caroline C is an 80-foot vessel anchored in the Emerson Point anchorage. Currently, it has no registered owner under the Florida vessel registration system or the U.S. Coast Guard vessel documentation program.
2. One individual, Theron Bonham, has asserted that he has a controlling interest in the vessel. Mr. Bonham was listed as an officer in the non-profit corporation that formally was registered and documented as the owner of the vessel.
3. Pursuant to RLS-2018-0572, this Office advised that the County has the legal authority to tag and remove the vessel as a lost and abandoned vessel. A copy of our response to RLS-2018-0572 is attached to this RLS response.
4. Your department has indicated that the County has encountered funding difficulties in arranging for the removal of the vessel. In recent months, the vessel has begun taking on water, and the County has taken measures to keep the vessel afloat to prevent environmental damage. According to your last communication, the County has incurred approximately \$40,000 in costs in this regard.
5. FWC has initiated derelict vessel proceedings against the vessel and its owner pursuant to Florida Statute 823.11. You have informed us that FWC is prepared to provide some funding under the derelict vessel program to reimburse the County for the cost of removing and disposing of the vessel. At this point, however, no reimbursement agreement is in place to provide for such funding.
6. Bonham has insisted on a three-party settlement agreement to insulate him from claims or proceedings by FWC and the County, in exchange for dropping his right to administrative proceedings in the derelict vessel action. FWC has provided the Agreement for this purpose, so that the County can expeditiously remove the vessel.

We provide the following legal advice in response to the RLS:

1. The Agreement is well-drafted and straightforward, such that I have no objection from a legal standpoint to its terms, and no suggested changes.

2. The Agreement does require that any disputes under the Agreement be litigated in Leon County. While this could impose additional expense and inconvenience on the County, in our experience it is a common requirement of agreements with state agencies like FWC.
3. From a business standpoint, the County should understand that the Agreement will effectively waive any recourse on the part of the County against Bonham. In our past experience, it has been very difficult to recover the County's costs against vessel owners in such situations. Nevertheless, we are obligated to point out that the \$40,000 in costs already incurred, as well as any additional costs that may be incurred in the future, will be costs of the County, except to the extent that FWC agrees to reimburse them. We do not necessarily object to this arrangement, which both FWC and County staff appear to believe is in the interest of the public in order to prevent further environmental damage. It should, however, be explained to the Board in the agenda item approving the Agreement, so that the Board may make a fully informed decision.

Subject to the above concerns being properly explained to the Board in the agenda item, we have no objection from a legal standpoint to the Agreement being scheduled for consideration by the Board. We express no opinion as to the business judgment of entering into the Agreement.

This concludes our response to the RLS.

William Clague, Chief Assistant County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West  
Bradenton, FL 34205  
(941)745-3750  
william.clague@mymanatee.org