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TO: The Honorable Chairman and Members of the
Board of County Commissioners

FROM: James L. Bennett, County Attorney *JLB*

SUBJECT: Notice of New Lawsuit and Defense of the Same by the County Attorney
in the Case of Golf Car Systems, Inc., et al. v. Pinellas County, et al.
Circuit Civil Case No. 14-007188-CI-15

DATE: March 24, 2015

NOTICE: THIS IS TO ADVISE THE BOARD OF COUNTY COMMISSIONERS THAT THE ABOVE-REFERENCED LAWSUIT WAS FILED AGAINST THE COUNTY AND THE COUNTY ATTORNEY'S OFFICE WILL DEFEND THE SAME. SAID DEFENSE MAY INCLUDE ASSERTING A COUNTER-CLAIM AGAINST THE PLAINTIFF.

DISCUSSION: Plaintiff, a lessee of County-owned property, filed suit against Pinellas County seeking declaratory and injunctive relief, and alleging that the County breached the lease agreement between the parties. Plaintiff claims that by enacting the Master Surface Water Utility Ordinance and requiring that the Plaintiff pay the resulting surface water assessment/fee, the County has violated the terms of the lease agreement. The improvements on the subject property are owned by the Plaintiff. A counter-claim for breach of contract and specific performance will likely be asserted against the Plaintiff for its failure to abide by with the terms of the lease agreement, comply with the Ordinance and pay the surface water assessment/fee.

The County Attorney's Office will bring all counterclaims, cross-claims, or third party claims as necessary or appropriate in the judgment of the County Attorney.

JLB:YAM

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