

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY DELEGATING AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS TO THE COUNTY ADMINISTRATOR TO EXECUTE A THREE PARTY WORKING AGREEMENT WITH THE DEPARTMENT OF CHILDREN AND FAMILIES AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CONCERNING THE PROPERTY LOCATED AT 102 M. L. KING AVENUE, ST. AUGUSTINE FLORIDA, COMMONLY KNOWN AS THE EXCELSIOR SERVICE CENTER.

WHEREAS, St. Johns County contemplates utilizing the property located at 102 M. L. King Avenue, St. Augustine Florida, commonly known as the Excelsior Service Center; and

WHEREAS, the contemplated uses serve the public interest; and

WHEREAS, a Working Agreement facilitates this effort by describing the intentions and responsibilities of each of the parties.

WHEREAS, the Tourist Development Council (TDC) has recommended that (1) written verification be received from the State that a \$126,000 grant to NAAAM originally designated for the St. Benedict de Moore site will not be jeopardized by this action and can be used for the Excelsior site; and (2) that use of the adjacent parking areas currently owned or leased by the State be included in the lease between the County and the State.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County that:

1. The County Administrator is authorized and directed to sign a Working Agreement with the Department of Children and Families, and the Department of Environmental Protection concerning the property located at 102 M. L. King Avenue, St. Augustine Florida, commonly known as the Excelsior Service Center substantially in the form of Exhibit A.

2. The County Administrator's authorization in paragraph 1 above is conditioned upon (1) written verification be received from the State that a \$126,000 grant to NAAAM originally designated for the St. Benedict de Moore site will not be jeopardized by this action and can be used for the Excelsior site; and (2) that use of the adjacent parking areas currently owned or leased by the State be included in the lease between the County and the State.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 26th day of August, 1997.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

David J. Bruner, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: 

Deputy Clerk

WORKING AGREEMENT

entered between Department of Children and Families, St. Johns County, and the Department of Environmental Protection.

WHEREAS, the Department of Children and Families Services, formerly known as the Department of Health and Rehabilitative Services, is currently in possession of certain lands and properties owned by the State of Florida, (located at 102 Martin Luther King Avenue, St. Augustine, Florida, and hereafter referred to as "Excelsior") pursuant to Lease No. 3379 dated November 19, 1984, and amended on February 19, 1991, said lease as amended grants the Department of Children and Families rights of occupancy for a period of fifty (50) years from November 19, 1984, or until November 19, 2034; and

WHEREAS, the Department of Children and Families is obligated to make payments to the Department of Management Services, formerly known as the Department of General Services, under Public Facilities Conversion Revolving Trust Fund Allocation Agreement #HRS-8048-PFCRTF-1-4703 to cover cost of renovations of said buildings, the balance of which will be \$261,580.98 as of December 31, 1997; and

WHEREAS, St. Johns County, a political subdivision of the State of Florida is desirous of using the aforementioned property for the purposes of housing a museum. Said museum would serve a public purpose not only by offering cultural opportunities to the citizens of St. Johns County but also would aid in a redevelopment of one of the historic areas of the county; and

WHEREAS, the Department of Children and Families is desirous of relocating its Services presently housed in the Excelsior property in order to collocate with the operations of the Department of Labor, said collocation is in furtherance of providing efficient and improved services to its clients; and

WHEREAS, the Department of Environmental Protection, Division of State Lands has the statutory responsibility of managing those properties owned by the State of Florida pursuant to F.S. 253.03 et. seq.;

NOW THEREFORE, ALL PARTIES HERETO AGREE AS FOLLOWS:

1. The Department of Children and Families agrees to vacate the premises prior to December 31, 1997, notwithstanding its right to occupy said premises until 2034. The Department of Children and Families further warrants that there are no subleases of said property in effect at this time and agrees not to enter into any sublease which would be binding upon St. Johns County.

2. The Department of Environmental Protection, Division of State Lands agrees to enter into a thirty (30) year lease of the property consisting as shown on Exhibit "A" hereto attached with St. Johns County in accordance with State's statutes and rules. The issuance of said lease shall extinguish any and all rights of the Department of Children and Families to said property. The Department of Environmental Protection, Division of State Lands further agrees to have St. Johns County assume the obligations of and replace the Department of Children and Families as obligor for payments (payments to be made as per paragraph 3 of this Working Agreement) under the Public Facilities Conversion Revolving Trust Fund Allocation Agreement #HRS-8048-PFCRTF-1-4703.

[Handwritten signature]
10/11/97

3. St. Johns County agrees to take occupancy of said property for the public purpose of establishing, either directly or through subcontract, said museum, and in return for Department of Children and Families vacating said property prior to the expiration of the lease, St. Johns County agrees to assume the Department of Children and Families payment obligations, as referenced above, on or before December 31, 1997. St. Johns County agrees to make payments..... County funds for this obligation shall be from tourist development tax proceeds. The County does not pledge or obligate any of its ad valorem taxing powers or proceeds, general revenues, property, or assets for the payments obligated to under this Agreement.

4. Should the Department of Children and Families be unable to vacate the premises by December 31, 1997, it shall be obligated to pay St. Johns County the amount of \$6,538,83 for every month of occupancy past December 31, 1997. Any portion of a month shall be prorated.

ALL PARTIES HERETO, by their signatures, represent that they have the authority to enter into this Working Agreement and give further assurances that their respective agencies will execute other required documents consistent with this Working Agreement in order to fully effectuate its purposes.

ALL PARTIES HEREBY acknowledge that this agreement is contingent upon the cooperation and participation of all three (3) parties and that the failure of any party to agree to enter into this agreement shall cause all provisions of this agreement to be null, void and unenforceable.

IN WITNESS WHEREOF, the parties hereunto execute this Working Agreement for the purposes herein stated.

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

By its

Date

ST. JOHNS COUNTY

By its

Date

DEPARTMENT OF CHILDREN AND FAMILIES

By its

Resolution 97-137

Deputy Clerk

By: *Imma Pacetti*
ATTEST: CHERYL STRICKLAND, CLERK

Printed by Irma Pacetti 9/02/97 1:59pm

From: Irma Pacetti
To: Pat McCormack
====PHONE-NOTE=====9/02/97=12:20pm====
CALLER:
COMPANY:

Printed by Irma Pacetti 12/11

From: Irma Pacetti
To: Pat McCormack
====PHONE-NOTE=====12/18/97==2:45pm=CALLER:
COMPANY:
PHONE:

MESSAGE: for all your help with the
thank you for resolution Nos 97-137 and
paperwork for the three party working
97-138, bunn the three party will I
agreement is not signed, when will I
get the real thing ???????????, your
friend Irma

Fwd-by:=Pat=McCormack=12/18/97==2:39pm=
Fwd to: Irma Pacetti
.....
it still is not signed, and it looks
like its going to be a 2 way agreement
instead of 3 way.
Returned call
Will call again
URGENT

*08/26/97
awaiting corrected
working agreement
for McCormack*

*12/18/97
Received a copy of
agreement
3 party agreement
without signature*

King Avenue, St
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