

RESOLUTION NO. 98- 165

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO APPLY FOR AND EXECUTE A MEMORANDUM OF UNDERSTANDING FOR GRANTS FROM THE STATE OF FLORIDA DEPARTMENT OF HEALTH TO ENABLE THE PURCHASE OF THE FLAGLER WEST HOSPITAL FACILITY.

WHEREAS, a contract has been signed for the purchase of the Flagler West Hospital Facility (the "Facility") by St. Johns County (the "County"); and

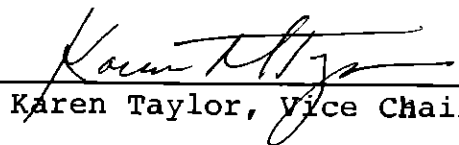
WHEREAS, it is now the County's plan to obtain \$3,300,000 of the funding for the purchase from State grants.

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

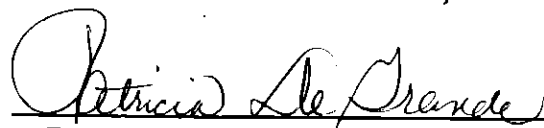
Section 1. The County Administrator is authorized to apply for and execute the Memorandum of Understanding for grants from the State of Florida, Department of Health, in substantially the form as Exhibit A hereto.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 28th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Karen Taylor, Vice Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk

St. Johns Board of County Commissioners

and
State of Florida
Department of Health

MEMORANDUM OF UNDERSTANDING
FOR
GRANTS AND AIDS

THIS MEMORANDUM OF UNDERSTANDING, entered into this **28** day of **August**, 1998, by and between the State of Florida, Department of Health, hereinafter referred to as the "department," and **St. Johns County Board of County Commissioners** hereinafter referred to as the "recipient,"

WITNESSETH:

WHEREAS the State of Florida, Department of Health, by authority granted in Chapters 20.43 of the Florida Statutes, administers state funds appropriated by the Florida State Legislature, and

WHEREAS **\$800,000** was appropriated by the Florida State Legislature to the department in Item **529-A** of the 1998-99 Appropriations Act, Chapter _____, Section 3, Laws of Florida, for grants and aids to local governments and nonprofit organizations.

WHEREAS **St. Johns Board of County Commissioners** has received **\$800,000** for **Purchase of Flagler Hospital-West** in **St. Johns** county.

WHEREAS there is a need to furnish a facility for provision of **Public Health and Public Services** services in order to fulfill legislative intent and

WHEREAS the department has received from the recipient the attached Exhibit A (approved letter of intent or building program) proposal for the development and provision of **Purchase of existing hospital facility for the provision of health services.**

IT IS THEREFORE agreed between the department and the recipient as follows:

I. THE RECIPIENT AGREES:

- A. **Services to be Provided**
To plan, develop and accomplish the services delineated in Exhibit A and activities specified in I.B. of this memorandum of understanding or otherwise cause the planning, development and accomplishment of such services and activities.
- B. **Manner of Provision of Services**
(Provide Information on Projects) See Exhibit A
- C. **State Laws and Regulations**
 1. To obtain all supplies and services for use in the performance of this memorandum of understanding at the lowest practicable cost and to purchase by means of a system of competitive bidding wherever required to do so by law, or whenever practicable even if not required by law.
 2. To comply with all state licensing standards, all applicable standards, criteria and guidelines of the department.
- D. **Civil Rights Requirements**
 1. The Recipient Assurance

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. The Americans with Disabilities Act of 1990, P.L. 101336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- g. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

The recipient agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this memorandum of understanding, and that it is binding upon the recipient, its successors, transferees and assignees for the period during which services are provided. The recipient further assures that all contractors, subcontractors, subgrantees, others whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines and standards.

E. Audit and Records

1. To maintain financial records and reports relating to funds paid under memorandum of understanding.
2. To maintain books, records, documents including electronic storage media and the evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this memorandum of understanding.
3. These records shall be subject at all times to inspection, review or audit by authorized state personnel and other personnel duly authorized by the department.
4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

F. Retention of Records

To retain all financial records, supporting documents, statistical records and any other documents including electronic storage media pertinent to this memorandum of understanding for a period of five (5) years after starting date of this memorandum of understanding, or if audit findings have not been resolved at the end of the five (5) year period. The records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the department shall have full access to and the right to examine any of the said materials during said period.

G. Status Reports

To furnish the department with monthly status reports.

H. Indemnification

1. The recipient agrees to be liable for all claims, suits, judgement, or damages, including court costs and attorney's fee properly assessed and adjudicated against the County, arising out of the negligent acts or omissions of the recipient to the extent

required or provided by Florida Law, in the course of the operation of this memorandum of understanding. Further, to the extent required or provided by Florida Law, the recipient agrees to indemnify the department against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the recipient, in the course of the operation of this memorandum of understanding. Where the recipient and the department commit joint negligent acts, the recipient shall not be liable for nor have any obligation to defend the department with respect to that part of the joint negligent act committed by the department. In no event shall the recipient be liable for or have any obligation to defend the department against such claims, suits, judgments or damages, including costs and attorney's fees, arising out of the sole negligent acts of the department.

I. Publicity and Public Notice

All notices, informational pamphlets, press releases, research reports and similar public notices referencing the construction of this building and prepared and released by the recipient shall include the statement: *"This project is funded under a memorandum of understanding with the State of Florida, Department of Health."*

J. Safeguarding recipient Information

The recipient shall not use or disclose any information concerning the eventual recipients of services under this memorandum of understanding for any purpose not in conformity with state and federal regulations, as determined by the department, except on written consent of the recipient, his attorney, or his responsible parent or guardian.

K. Monitoring

The recipient shall permit state personnel to monitor according to applicable regulations of the state government, the services which are the subject of the memorandum of understanding.

L. Public Access

To allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and applicable Federal law, and made or received by the recipient in conjunction with this memorandum of understanding.

II. THE DEPARTMENT AGREES:

A. Consultation

To furnish consultation and technical assistance to the recipient, if requested.

B. Method of Payment for Services

1. In no event will payment be made under Section II.B. for matching grant situations under the memorandum of understanding unless recipient illustrates to the department that the project is fully funded with proper matching funds as specified in the letter of intent.
2. Subject to the availability of state funds, the department shall make available to the recipient a sum not to exceed **\$800,000** during the term of this memorandum of understanding.
3. In no event will payment be made in excess of **\$800,000** of state funds as agreed upon by all parties to this memorandum of understanding.
4. Release shall be made in 1 installments in accordance with Exhibit A, Schedule of Payments.
5. **St. Johns Board of County Commissioners** shall prepare and submit an invoice for payment that is on the recipient's stationary upon notification by the department that all documents have been approved and funds are released. The department will provide the funds within twenty (20) days of the receipt of the invoice.

6. The department may advance parts or the whole of any advances before they become due if it is agreed by the parties and advisable to do so and all such advances or releases shall be deemed to have been made in pursuance of this memorandum of understanding and not to be a modification hereof. The making of any such advance, or any part of such advance shall not be deemed an approval or acceptance by the department of the work therefore done.
7. All sums advanced hereunder shall be used by the recipient solely and exclusively for the purpose intended to wit: **Purchase of Flagler Hospital-West.**
8. Upon completion of the project, a final accounting will be made and any funds not used in the completion of the project shall be returned to the department within thirty (30) days after the final accounting report is submitted to the department.
9. Any interest earned from advanced moneys shall be returned to the department or shall be reduced from subsequent request of funds.

III. THE DEPARTMENT AND THE RECIPIENT MUTUALLY AGREE:

A. Effective Date

1. This memorandum of understanding shall be effective **8/28/1998**, or on the date on which the memorandum of understanding has been signed by both parties, whichever is later.
2. This memorandum of understanding shall end on **2/1/2000**.

B. Termination

1. Termination Because of Lack of Funds: It is agreed that in the event funds to finance this memorandum of understanding, or part of this memorandum of understanding become unavailable, the obligations of each party, hereunder may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of state funds, and as to how any available funds will be allocated among recipient s.
2. Termination for Breach: Unless the recipient's breach is excused, the department may, by written notice of breach to the recipient, terminate the whole or any part of this memorandum of understanding in any of the following circumstances:
 - a. If the recipient fails to provide services called for by this memorandum of understanding within the time specified herein or any extension thereof; or
 - b. If the recipient fails to perform any of the other provisions of this memorandum of understanding.
 - c. Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The recipient shall continue the performance of this memorandum of understanding to the extend not terminated under the provisions of this clause.
3. Waiver of Breach of any provision of this memorandum of understanding shall not be deemed to be a waiver of any other or subsequent breach shall not be construed to be a modification of the terms of the memorandum of understanding.

C. Termination Arrangements

After receipt of a notice of termination, and except as otherwise directed, the recipient shall:

1. Stop work under the memorandum of understanding on the date and to the extent specified in the notice of termination.

2. Place no further orders or contracts for materials, services or facilities except as may be necessary for completion of such portion of work under the memorandum of understanding as is not terminated.
3. Terminate all outstanding orders and contracts to the extent that they relate to the performance of work which was terminated.
4. Prepare all necessary reports and documents required under the terms of the memorandum of understanding up to the date of termination, including the final report due upon completion of the memorandum of understanding, if any, without reimbursement for services rendered in completing said reports beyond termination date if said reports are not completed prior to termination date.
5. Take any other actions as directed in writing by the department and required by Florida Law.

D. Renegotiation or Modification

Any alterations, variations, modifications, or waivers of provisions of this memorandum of understanding shall be valid when they have been reduced to writing, duly signed by all parties hereto, and attached to the original of this memorandum of understanding.

E. Name of Payee

The name of the official payee to whom the department shall issue checks shall be **St. Johns County Board of County Commissioners**. The payee's Federal Employer Identification Number is **# 59-6000825**.

F. Use of Funds for Lobbying Prohibited

St. Johns County Board of County Commissioners, will comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of grants and aids appropriations for the purpose of lobbying the Legislature or a state agency.

G. All Terms and Conditions Included in Memorandum of Understanding

This memorandum of understanding and its incorporated attachments contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this memorandum of understanding shall be deemed to exist or to bind any of the parties hereto.

H. Attachments to be Part of Memorandum of Understanding
Exhibit A (Approved Letter of Intent or Building Program)

I. **Note: This Memorandum of Understanding funds (Item: 529-A) \$800,000 are to be combined with (Item: 485-A, Ch. 97-152) \$800,000 for a total lump sum appropriation of \$3,300,000.**

J. In accordance with Chapter 154, Florida Statutes, the County is not required to grant a security interest in the property to the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this 6 page memorandum of understanding, the day and year previously written.

RECIPIENT:

As Witnessed By:

By:

Name: **BEN W. ADAMS, JR.**
Title: **COUNTY ADMINISTRATOR**

Date: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH

As Witnessed By:

By:

Name: _____
Title: Division Director

Date: _____

APPROVED AS TO FORM AND LEGALITY

General Counsel's Office
Department of Health

By: _____

A LETTER OF INTENT OR PROGRAM TRANSMITTAL FOR PUBLIC FACILITIES CONSTRUCTION

FROM: St. Johns County Board of County Commissioners

4020 Lewis Speedway

St. Augustine, FL 32095

TO: Department of Health
Bureau of General Services (HAGS)
2020 Capital Circle SE
Bin # B06
Tallahassee, Florida 32399-1734

PROJECT TITLE: Flagler Hospital-West Purchase

ITEM NUMBER: 529-A, Chapter - _____. (Chapter # not available as of 8/6/98)

APPROPRIATION AMOUNT: \$800,000

PROJECT LOCATION: Flagler Hospital-West

1955 US Highway 1 St. Augustine St. Johns
street city county

CONSTRUCTION: NEW ____ ADDITION ____ PURCHASE &
RENOVATION X EQUIPMENT ____

PROPOSED DATE OF OCCUPANCY: July 1, 1999

Submitted: St. Johns County Board of County Commissioners Date

Reviewed: Division Director Date

Reviewed: Ron Walsh, Administrator
Design and Construction Date

Reviewed: Jim Wheeler, Chief
Bureau of General Services Date

Attachment
(Letter of Intent) or
(Program)

St. Johns County –Flagler Hospital-West Purchase

PROGRAM SUBMISSION REQUIREMENT GUIDELINES

1. STATEMENT OF PROGRAM NEEDS *and/or* JUSTIFICATION
Provide a summary of the program objective including impact/influence on your area

The St. Johns County Health Department has many responsibilities to St. Johns County and the City of St. Augustine. Agencies fulfilling those responsibilities include County Health, Mental Health, Social Services and Outpatient Services. All of these functions are presently housed in very isolated and inadequate facilities that are not located in an area that best serves the county. St. Johns County is growing rapidly along the U.S. 1 corridor (north and south). The proposed facility is placed along this U.S. 1 corridor in a central position to best serve the citizens of this county. The relocating of services from their existing St. Augustine downtown location to this more central County location will greatly enhance the quality of services and place public health services in the mainstream of medicine.

The program objective is well suited to this hospital facility in that it contains office areas, treatment areas, administrative areas and with different levels of minor renovation can very easily be made to accommodate the needs of the different segments of the county health department.

2. PROFESSIONAL SERVICE REQUIREMENTS
Architect, engineer or special consultants. Outline scope of services required.

- a. Howard Davis Associates Architects
10 Cathedral Place
St. Augustine, Florida 32084
(904) 824-0471

- b. Scope of Services Required: Building and site improvements

Scope of services required will include the architectural and MEP services for renovations to the existing building. Some of the areas in the building will require relocation of partitioning, new interior finishes and adjustments to existing electrical and mechanical systems.

3. SITE ANALYSIS REQUIREMENTS

a. SITE ZONING: CERTIFY ATTAINABILITY OF ALL PERMITS:

Present zoning classification if the intended use is nonconforming; what are the measures necessary to obtain a rezoning, waiver or a special exemption.

Property is zoned Commercial General CG. The use of the property for medical, dental, and governmental offices and clinics is a permitted use under CG zoning. There are no Planned Unit Development (PUD) zones on this property. No rezoning or use permits are required for the intended use.

Property Description

Location: Property is located in St. Johns County, Florida, approximately 2 miles south of St. Augustine on the west side of U.S. 1 South.

Property Size: 14.9 acres (649,244 square feet)

East Boundary: +/- 606.33 feet on U.S. 1

North Boundary: +/-1,018.27 feet abutting commercial property

West Boundary: +/- 620 feet on County Rd. R.O.W. (Old Moultrie (Road)

South Boundary: +/-1,110.9 feet abutting commercial property

Zoning: Property is zoned CG. The use of the property for medical, dental, and governmental offices and clinics is a permitted use under CG zoning. There are no P.U.D.'s on this property.

Easements: (1) A recorded easement exists at north entry from bank property allowing access to U.S. 1 from bank property by way of hospital driveway.

(2) FP&L utility easements exist at southwest property line from Old Moultrie Road R.O.W.

b. SITE RESEARCH TO INCLUDE:

Parking uses/deed restrictions and ordinances that may restrict the site development/use. Parking requirements.

There are no uses or deed restrictions that will limit the use of property at the present time, but the present owner of the property has contractually reserved the right to put the following restriction on its use of the time of deeding: A use restriction prohibiting the Property from being used as an overnight in-patient acute care center or non-governmental imaging/diagnostic or surgical center. The use restriction shall not be construed as prohibiting the use of the Property as a pharmacy, blood bank, veterinarian's office, home health care business, optometrist, physician's offices, or a primary care center; including, but not limited to imaging, diagnostic, and surgical services which are typically rendered in an office of a physician of any specialty. The use restriction shall run with the title to the Property and be binding on Buyer, its successors and assigns. All parking requirements are met with existing parking.

A summary of site improvements includes the following:

1. One access drive onto U.S. 1 South (east).
2. Two access drives onto Old Moultrie Road (west).
3. Two accesses onto North Side Drive from existing bank property. This access is a recorded easement providing bank property with U.S. 1 access by way of Hospital Drive.
4. Building is surrounded on three sides with connecting drives and parking areas.

North Side:	153 spaces
East Side:	81 spaces
<u>South Side:</u>	<u>124 spaces</u>
Total	358 spaces

5. Site lighting is provided by pole mounted fixtures placed around building/parking perimeter and at entry drives. The condition of site lighting is good with the majority of fixtures having been replaced within the last two years.
6. Drainage and retention is adequate and well maintained. Existing 78,000 square foot (top of bank area) retention pond is located along U.S. 1 frontage separating the building from U.S. 1. Building setback from U. S. 1

R.O.W. is +/-360 feet. Building setback from Old Moultrie Road R.O.W. is +/-60 feet.

7. Balance of site improvements and equipment include metal storage structure at south side of building, chillers, diesel storage tanks, chemical tanks and flammable storage.

8. Site Coverage:

Open Landscaped	+/- 246,000 sf	(38%)
Driveways/Parking	+/- 202,000 sf	(31%)
Sidewalks	+/- 14,250 sf	(2%)
Retention Pond	+/- 80,000 sf	(12%)
<u>Building/Structures</u>	<u>+/- 107,000 sf</u>	<u>(17%)</u>
Total Site Area	649,250 sf	(100%)

c. EXISTING BUILDINGS ON SITE:
To be removed or to remain? Justification for demolition or for renovation is required.

Existing building improvements are to remain. A summary of existing building improvements includes the following:

East Section: 30,989 gsf of Office and Support Areas divided into 4 wings.

Central Section: 52,244 gsf of Administrative, Support, Maintenance and Medical Care Areas

West Section: 23,682 gsf of Patient Rooms (96 beds), Support Areas Divided into 4 wings

TOTAL SQ. FT: 107,000

Renovation Costs:

Renovation costs depend on variables including but not limited to the future use of existing spaces, occupancy dates, condition of existing finishes, and use of existing mechanical and electrical systems. The majority of the building will require no renovations other than painting of the walls.

Those areas of the building that require minimal work such as re-keying, re-painting, and new floor finishes in order to continue

being used for the same purpose are scheduled at \$10.00/square foot.

Those areas of the building that require the removal of a specific function and reuse of that space as general office space will require gutting, and replacement of finishes, lighting and in some cases HVAC equipment. These types of areas are scheduled at \$25.00/square foot.

Those portions of the building that require the removal of a specific function and use of that space for a higher level of use will require gutting and installation of new partitioning, finishes and mechanical and electrical systems. These types of spaces are scheduled at \$80.00/square foot.

- d. **SITE OWNERSHIP:**
(Private or public): Transferal of ownership must be executed rapidly to avoid construction delays and allow for a seamless transfer of services from the current site to the new facility.

St. Johns County is to be the Owner of the property in accordance with the terms of the Contract for Purchase and Sale of Real Property executed on May 13, 1998 and attached hereto and incorporated herein by reference.

- e. **APPROPRIATENESS OF THE SELECTED SITE:**
*Site access, location in relationship to the major thoroughfares and transportation terminals (public transportation). *Utilities available: water, electrical, sanitary sewer. Is the conductor (sizes) of each sufficient to serve the need of the proposed facility?*

Property is located in St. Johns County, Florida, approximately two miles south of St. Augustine on the west side of U.S. 1 South, St. Johns County's major internal corridor. When public transportation occurs, U.S. 1 will serve as its main link to the City of St. Augustine and each end of the county. Water, electrical and sanitary sewer utilities are available. The existing conductors of each is sufficient to serve the need of the proposed facility.

- f. **CERTIFICATION OF POSITIVE DRAINAGE:**

Verify the possibility of the selected site lying within a natural flood plain or drainage basin.

The building lies within a flood zone which is a zone designated at "minimal flooding". The existing drainage and retention is adequate and well maintained. The existing 78,000 square foot (top of bank area) retention pond is located along U.S. 1 frontage separating the building from U.S. 1 and has been cleaned and reshaped within the last two years. The building setback from U.S. 1 R.O.W. is +/-360 feet. Building setback from Old Moultrie Road R.O.W. is +/-60 feet. Drainage along these corridors is maintained by the State and the County.

- g. ASBESTOS SURVEY:
If funding is to be used for a renovation or addition, has an asbestos survey been conducted? If asbestos is present, provide a budget for the estimated removal cost.

The previous owner had an asbestos survey done in **January 1992**. Abatement and clearance of asbestos was completed in **June 1992**.

4. BUDGET ANALYSIS REQUIREMENTS: ALLOCATED FUNDING

a. Professional Svcs and Other Costs	
Est. Architect Fee	\$49,294
Renovation Documents	\$0
Survey	\$0
Soil Analysis	\$0
Furniture/Equipment	\$175,000
Part -A Sub-Total	\$224,294
b. Construction	
* Interior Bldg. Renovation	\$437,958
* Utilities	\$0
* Permits	\$4,500
* Communications	\$85,000
* Speciality Cost	\$0
* Contingency (10%)	\$83,528
Part-B Sub-Total	\$610,986
Total	\$835,280

Legislative Funding Breakdown:

Department of Health St. Johns County Program	Program GSF Allocation	Purchase Cost CHD Space	Professional/ Construction Costs	Arch. Fee per Program	Legislative Total Appropriation
Flagler Hospital-West	47950	\$2,464,720	\$835,280	\$49,294	\$3,300,000

Space Breakdown:

Program	GSF Space Allocation
1) County Health Department	47,950
2) County Mental Health	10,467
3) County Social Services	3,425
4) County Medical Examiner	4,000
5) County Emergency Management Services	2,000
6) Leased Space	8,015
7) Proposed Youth Crisis Center	9,162
8) Proposed OP Clinic	5,245
9) Avail. Space	16,736
Total GSF	107,000

- 1) **County Health Department-** Provides a variety of health related services to residents of St. Johns County which include: Adult and pediatric primary care, STD services, prenatal care, Public Health clinic, HIV testing, counseling, and medical management, Immunizations, Birth & Death certificate registrar, WIC Program, Dental services, School health program, and Healthy Start case management. Environmental Health Services are provided at the county administrative building.
- 2) **County Mental Health-** Provides a variety of psychosocial services to county residents which include: Adult and Pediatric counseling, Substance Abuse treatment, HIV psychological case management, and a Day Treatment Program. This agency is located adjacent to the current county health department facility and enhances a coordinated service approach to meet client needs.
- 3) **County Social Services-** Provides limited financial assistance to county residents who meet specific eligibility criteria. Supported services include: Medical (outpatient), dental, utilities, food, clothing, etc. This agency is located in the current county health department facility which enables a coordinated service approach to meet client needs.
- 4) **County Medical Examiner-** department to be relocated to new facility to decrease space shortage and meet demands of the rapidly growing county.

- 5) **County Emergency Management Services-** Provides a sub-station unit of two vehicles for the expanding southern section of the county. Will provide, indirectly, advanced medical support to the health department in the event of a medical emergency.
- 6) **Leased Space-** Square footage under lease with the Department of Children and Families.
- 7) **Proposed Youth Crisis Center-** This organization provides intervention services to adolescents as well as temporary housing. The children are usually runaways or abandoned by families and are in need of temporary social, medical, and psychological assistance.
- 8) **Proposed Out Patient Clinic-** The concept of this program is to provide after hours clinical services to county residents and help decompress the only emergency department in the county.
- 9) **Available Space-** This space is allocated for future rent producing agencies that will enhance existing agencies located on the medical campus. As growth in the county occurs this space will provide a relief valve for overcrowded agencies.

FUNDING SOURCE:

Funding Sources are delineated as follows:		
1) 98-99 ALG, Item #: 529-A, Chapter- -	\$2,500,000	Chapter not available as of 8/6/98
2) 98-99 ALG, Item #: 485-A, Chapter- 97-152	\$800,000	* Re-Appropriation to ALG
3) St. Johns County Board of County Commissioners		
A. Health Department County Trust Fund	\$260,000	
B. Emergency Medical Services	\$250,000	
C. Medical Examiner	\$250,000	
D. Sale of Marine Street Property	\$850,000	
E. Sale of Nursing Home Property	\$1,500,000	
Total	\$6,410,000	
Flagler Hospital-West Program Cost	\$5,500,000	
Available Funding for Renovation	\$910,000	

CONTACT PERSON:

County Health Department

Michael S. Hackney, Operations and Management Consultant
St. Johns County Health Department
180 Marine Street
St. Augustine, FL 32084
(904) 825-5055
SC# 865-5055

St. Johns County

David Halstead, Director of General Services
St. Johns County, Florida
P.O. Box 349
St. Augustine, FL 32084
(904) 823-2505

SCHEDULE OF PAYMENTS (DATES)

1. Program submitted: Copy of the revision letter being submitted to Comptroller for lump sum disbursement.
August 27, 1998

Mr. Michael Gomez
Bureau of Auditing
Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399-0350

Dear Mr. Gomez:

This is a revision of the original letter dated August 6, 1998, please note the additions/revisions to the previous letter have been underlined. St. Johns County is requesting, in accordance with F.S.3A-40.120, an advanced payment of \$3,300,000 as a lump sum disbursement for the purpose of purchasing Flagler Hospital-West, which is located in St. Augustine, Florida. A contract has been signed between the St. Johns County and Flagler Hospital, Inc. to purchase this facility and earnest monies in the amount of \$275,000 have been deposited. It is the county's desire to close the purchase as soon as possible. Although the purchase contract provides for closing on July 1, 2000, but no later than October 1, 2000, it is in the best interest of the County to negotiate an earlier closing once Local Government funds are

available. The 1997 legislature appropriated \$800,000 and re-appropriated this amount as an Aids to Local Governments in 1998 along with an additional \$2,500,000 of Aids to Local Government toward the purchase and renovation of this facility. The purchase price is \$5,500,000.

The building contains approximately 107,000 square feet. Sections of the building will be made available to the county in phases as construction is completed on the addition to the Flagler East Hospital. The office of Children and Families located in St. Augustine is scheduled to move into the building November 1, 1998. County Mental Health Services, which receives monies from the federal, state, and county governments, will occupy a portion of the building January 1, 1999. County Social Services and the Health Department are tentatively scheduled to move July 1, 1999. In addition to these agencies, Emergency Medical Services, Medical Examiner, Sheriff's Office, and other health and social agencies will occupy a portion of the building.

It is the county's right under the purchase contract to occupy a portion of the building as of January 1, 1999 and the County plans to move the Department of Children and Families' in the building as soon as possible under the contract. Lump sum disbursement of the grant will enable the County to enter into negotiations to purchase the facility earlier than presently provided in the contract to purchase the facility prior to Flagler Hospital transferring all its present services to the east building, will enable the county to take ownership. County ownership provides several significant financial benefits:

- ◆ Allows for phase in of the county health department services in this facility as space is made available. This process will virtually eliminate any time wasted on renovation planning and construction that would occur with a later purchase date. A seamless transition in health department services will provide greater benefit to residents of the county by eliminating confusion of where to receive services. Other county services space will be renovated as their programs are phased into the facility using leased spaces as a source of revenue to make improvements.
- ◆ Enable the county to take ownership and become the recipient of funds associated with leased space. These funds will enhance the renovation budget as well as eliminate county agencies spending funds for leased space they will soon be occupying. Under this plan, Flagler Hospital, Inc. would lease space back from the county at a decreasing level until July 1, 2001, and still be responsible for maintenance and housekeeping until they completely vacate the facility.

Funding Sources for Flagler Hospital-West

1) 98-99 ALG, Item #: 529-A, Chapter- ___-___	\$2,500,000
2) 98-99 ALG, Item #: 485-A, Chapter- 97-152	\$800,000
3) St. Johns County Board of County Commissioners	
A. Health Department County Trust Fund	\$260,000
B. Emergency Medial Services	\$250,000
C. Medical Examiner	\$250,000
D. Sale of Marine Street Property	\$850,000
E. Sale of Nursing Home Property	\$1,500,000
Total	\$6,410,000
Flagler Hospital-West Program Cost	\$8,500,000
Available Funding for Renovation	\$910,000

Ben W. Adams, Jr., Administrator
St. Johns County

James W. Walker, MD, Director
St. Johns County Health Department

JWW:bfg
Enclosures



not-for-profit hospital established 1889

"proud of our past... confident of our future"

100 HEALTH PARK BLVD., ST. AUGUSTINE, FLORIDA 32086 • (904) 829-5155

August 24, 1998



James Walker, M.D.
Medical Director
St. Johns County Public Health Unit
180 Marine Street
St. Augustine, Florida 32084

Dear Dr. Walker:

The contract between St. Johns County and Flagler Hospital for the purchase of Flagler Hospital West, contemplates the possibility of a closing to occur prior to June 1, 2000. Flagler Hospital is interested in closing early under acceptable terms and conditions. It is my belief that it could be a transaction which would be advantageous to St. Johns County as well as to Flagler Hospital.

As the process of purchasing the hospital moves forward, please give me a call if you wish to begin discussions about an early closing.

Sincerely,

James D. Conzemius
James D. Conzemius
President

St. Johns Board of County Commissioners

and
State of Florida
Department of Health

MEMORANDUM OF UNDERSTANDING
FOR
GRANTS AND AIDS

THIS MEMORANDUM OF UNDERSTANDING, entered into this **28** day of **August**, **1998**, by and between the State of Florida, Department of Health, hereinafter referred to as the "department," and **St. Johns County Board of County Commissioners** hereinafter referred to as the "recipient,"

WITNESSETH:

WHEREAS the State of Florida, Department of Health, by authority granted in Chapters 20.43 of the Florida Statutes, administers state funds appropriated by the Florida State Legislature, and

WHEREAS **\$2,500,000** was appropriated by the Florida State Legislature to the department in Item **529-A** of the 1998-99 Appropriations Act, Chapter _____, Section 3, Laws of Florida, for grants and aids to local governments and nonprofit organizations.

WHEREAS **St. Johns Board of County Commissioners** has received **\$2,500,000** for **Purchase of Flagler Hospital-West** in **St. Johns** county.

WHEREAS there is a need to furnish a facility for provision of **Public Health and Public Services** services in order to fulfill legislative intent and

WHEREAS the department has received from the recipient the attached Exhibit A (approved letter of intent or building program) proposal for the development and provision of **Purchase of existing hospital facility for the provision of health services.**

IT IS THEREFORE agreed between the department and the recipient as follows:

I. THE RECIPIENT AGREES:

- A. **Services to be Provided**
To plan, develop and accomplish the services delineated in Exhibit A and activities specified in I.B. of this memorandum of understanding or otherwise cause the planning, development and accomplishment of such services and activities.
- B. **Manner of Provision of Services**
(Provide Information on Projects) See Exhibit A
- C. **State Laws and Regulations**
 - 1. To obtain all supplies and services for use in the performance of this memorandum of understanding at the lowest practicable cost and to purchase by means of a system of competitive bidding wherever required to do so by law, or whenever practicable even if not required by law.
 - 2. To comply with all state licensing standards, all applicable standards, criteria and guidelines of the department.
- D. **Civil Rights Requirements**
 - 1. The Recipient Assurance

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. The Americans with Disabilities Act of 1990, P.L. 101336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- g. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

The recipient agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this memorandum of understanding, and that it is binding upon the recipient, its successors, transferees and assignees for the period during which services are provided. The recipient further assures that all contractors, subcontractors, subgrantees, others whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines and standards.

E. Audit and Records

1. To maintain financial records and reports relating to funds paid under memorandum of understanding.
2. To maintain books, records, documents including electronic storage media and the evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this memorandum of understanding.
3. These records shall be subject at all times to inspection, review or audit by authorized state personnel and other personnel duly authorized by the department.
4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

F. Retention of Records

To retain all financial records, supporting documents, statistical records and any other documents including electronic storage media pertinent to this memorandum of understanding for a period of five (5) years after starting date of this memorandum of understanding, or if audit findings have not been resolved at the end of the five (5) year period. The records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the department shall have full access to and the right to examine any of the said materials during said period.

G. Status Reports

To furnish the department with monthly status reports.

H. Indemnification

1. The recipient agrees to be liable for all claims, suits, judgement, or damages, including court costs and attorney's fee properly assessed and adjudicated against the County, arising out of the negligent acts or omissions of the recipient to the extent

required or provided by Florida Law, in the course of the operation of this memorandum of understanding. Further, to the extent required or provided by Florida Law, the recipient agrees to indemnify the department against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the recipient, in the course of the operation of this memorandum of understanding. Where the recipient and the department commit joint negligent acts, the recipient shall not be liable for nor have any obligation to defend the department with respect to that part of the joint negligent act committed by the department. In no event shall the recipient be liable for or have any obligation to defend the department against such claims, suits, judgments or damages, including costs and attorney's fees, arising out of the sole negligent acts of the department.

I. Publicity and Public Notice

All notices, informational pamphlets, press releases, research reports and similar public notices referencing the construction of this building and prepared and released by the recipient shall include the statement: *"This project is funded under a memorandum of understanding with the State of Florida, Department of Health."*

J. Safeguarding recipient Information

The recipient shall not use or disclose any information concerning the eventual recipients of services under this memorandum of understanding for any purpose not in conformity with state and federal regulations, as determined by the department, except on written consent of the recipient, his attorney, or his responsible parent or guardian.

K. Monitoring

The recipient shall permit state personnel to monitor according to applicable regulations of the state government, the services which are the subject of the memorandum of understanding.

L. Public Access

To allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and applicable Federal law, and made or received by the recipient in conjunction with this memorandum of understanding.

II. THE DEPARTMENT AGREES:

A. Consultation

To furnish consultation and technical assistance to the recipient, if requested.

B. Method of Payment for Services

1. In no event will payment be made under Section II.B. for matching grant situations under the memorandum of understanding unless recipient illustrates to the department that the project is fully funded with proper matching funds as specified in the letter of intent.
2. Subject to the availability of state funds, the department shall make available to the recipient a sum not to exceed **\$2,500,000** during the term of this memorandum of understanding.
3. In no event will payment be made in excess of **\$2,500,000** of state funds as agreed upon by all parties to this memorandum of understanding.
4. Release shall be made in 1 installments in accordance with Exhibit A, Schedule of Payments.
5. **St. Johns Board of County Commissioners** shall prepare and submit an invoice for payment that is on the recipient's stationary upon notification by the department that all documents have been approved and funds are released. The department will provide the funds within twenty (20) days of the receipt of the invoice.

6. The department may advance parts or the whole of any advances before they become due if it is agreed by the parties and advisable to do so and all such advances or releases shall be deemed to have been made in pursuance of this memorandum of understanding and not to be a modification hereof. The making of any such advance, or any part of such advance shall not be deemed an approval or acceptance by the department of the work therefore done.
7. All sums advanced hereunder shall be used by the recipient solely and exclusively for the purpose intended to wit: **Purchase of Flagler Hospital-West.**
8. Upon completion of the project, a final accounting will be made and any funds not used in the completion of the project shall be returned to the department within thirty (30) days after the final accounting report is submitted to the department.
9. Any interest earned from advanced moneys shall be returned to the department or shall be reduced from subsequent request of funds.

III. THE DEPARTMENT AND THE RECIPIENT MUTUALLY AGREE:

A. Effective Date

1. This memorandum of understanding shall be effective **8/28/1998**, or on the date on which the memorandum of understanding has been signed by both parties, whichever is later.
2. This memorandum of understanding shall end on **2/1/2000**.

B. Termination

1. Termination Because of Lack of Funds: It is agreed that in the event funds to finance this memorandum of understanding, or part of this memorandum of understanding become unavailable, the obligations of each party, hereunder may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of state funds, and as to how any available funds will be allocated among recipient s.
2. Termination for Breach: Unless the recipient's breach is excused, the department may, by written notice of breach to the recipient, terminate the whole or any part of this memorandum of understanding in any of the following circumstances:
 - a. If the recipient fails to provide services called for by this memorandum of understanding within the time specified herein or any extension thereof; or
 - b. If the recipient fails to perform any of the other provisions of this memorandum of understanding.
 - c. Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The recipient shall continue the performance of this memorandum of understanding to the extend not terminated under the provisions of this clause.
3. Waiver of Breach of any provision of this memorandum of understanding shall not be deemed to be a waiver of any other or subsequent breach shall not be construed to be a modification of the terms of the memorandum of understanding.

C. Termination Arrangements

After receipt of a notice of termination, and except as otherwise directed, the recipient shall:

1. Stop work under the memorandum of understanding on the date and to the extent specified in the notice of lernination.

2. Place no further orders or contracts for materials, services or facilities except as may be necessary for completion of such portion of work under the memorandum of understanding as is not terminated.
3. Terminate all outstanding orders and contracts to the extent that they relate to the performance of work which was terminated.
4. Prepare all necessary reports and documents required under the terms of the memorandum of understanding up to the date of termination, including the final report due upon completion of the memorandum of understanding, if any, without reimbursement for services rendered in completing said reports beyond termination date if said reports are not completed prior to termination date.
5. Take any other actions as directed in writing by the department and required by Florida Law.

D. Renegotiation or Modification

Any alterations, variations, modifications, or waivers of provisions of this memorandum of understanding shall be valid when they have been reduced to writing, duly signed by all parties hereto, and attached to the original of this memorandum of understanding.

E. Name of Payee

The name of the official payee to whom the department shall issue checks shall be **St. Johns County Board of County Commissioners**. The payee's Federal Employer Identification Number is **# 59-6000825**.

F. Use of Funds for Lobbying Prohibited

St. Johns County Board of County Commissioners, will comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of grants and aids appropriations for the purpose of lobbying the Legislature or a state agency.

G. All Terms and Conditions Included in Memorandum of Understanding

This memorandum of understanding and its incorporated attachments contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this memorandum of understanding shall be deemed to exist or to bind any of the parties hereto.

H. Attachments to be Part of Memorandum of Understanding

Exhibit A (Approved Letter of Intent or Building Program)

I. **Note: This Memorandum of Understanding funds (Item: 529-A) \$2,500,000 are to be combined with (Item: 485-A, Ch. 97-152) \$2,500,000 for a total lump sum appropriation of \$3,300,000.**

J. In accordance with Chapter 154, Florida Statutes, the County is not required to grant a security interest in the property to the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this 6 page memorandum of understanding, the day and year previously written.

RECIPIENT:

As Witnessed By: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH

As Witnessed By: _____

By: _____
Name: _____
Title: Division Director
Date: _____

APPROVED AS TO FORM AND LEGALITY

General Counsel's Office
Department of Health

By: _____

A LETTER OF INTENT OR PROGRAM TRANSMITTAL FOR PUBLIC FACILITIES CONSTRUCTION

FROM: St. Johns County Board of County Commissioners

4020 Lewis Speedway

St. Augustine, FL 32095

TO: Department of Health
Bureau of General Services (HAGS)
2020 Capital Circle SE
Bin # B06
Tallahassee, Florida 32399-1734

PROJECT TITLE: Flagler Hospital-West Purchase

ITEM NUMBER: 529-A, Chapter - _____. (Chapter # not available as of 8/6/98)

APPROPRIATION AMOUNT: \$2,500,000

PROJECT LOCATION: Flagler Hospital-West

1955 US Highway 1 St. Augustine St. Johns
street city county

CONSTRUCTION: NEW _____ ADDITION _____ PURCHASE &
RENOVATION X EQUIPMENT _____

PROPOSED DATE OF OCCUPANCY: July 1, 1999

Submitted: St. Johns County Board of County Commissioners Date

Reviewed: Division Director Date

Reviewed: Ron Walsh, Administrator
Design and Construction Date

Reviewed: Jim Wheeler, Chief
Bureau of General Services Date

Attachment
(Letter of Intent) or
(Program)

St. Johns County –Flagler Hospital-West Purchase

PROGRAM SUBMISSION REQUIREMENT GUIDELINES

1. STATEMENT OF PROGRAM NEEDS *and/or* JUSTIFICATION
Provide a summary of the program objective including impact/influence on your area

The St. Johns County Health Department has many responsibilities to St. Johns County and the City of St. Augustine. Agencies fulfilling those responsibilities include County Health, Mental Health, Social Services and Outpatient Services. All of these functions are presently housed in very isolated and inadequate facilities that are not located in an area that best serves the county. St. Johns County is growing rapidly along the U.S. 1 corridor (north and south). The proposed facility is placed along this U.S. 1 corridor in a central position to best serve the citizens of this county. The relocating of services from their existing St. Augustine downtown location to this more central County location will greatly enhance the quality of services and place public health services in the mainstream of medicine.

The program objective is well suited to this hospital facility in that it contains office areas, treatment areas, administrative areas and with different levels of minor renovation can very easily be made to accommodate the needs of the different segments of the county health department.

2. PROFESSIONAL SERVICE REQUIREMENTS
Architect, engineer or special consultants. Outline scope of services required.

- a. Howard Davis Associates Architects
10 Cathedral Place
St. Augustine, Florida 32084
(904) 824-0471

- b. Scope of Services Required: Building and site improvements

Scope of services required will include the architectural and MEP services for renovations to the existing building. Some of the areas in the building will require relocation of partitioning, new interior finishes and adjustments to existing electrical and mechanical systems.

3. SITE ANALYSIS REQUIREMENTS

a. SITE ZONING: CERTIFY ATTAINABILITY OF ALL PERMITS:

Present zoning classification if the intended use is nonconforming; what are the measures necessary to obtain a rezoning, waiver or a special exemption.

Property is zoned Commercial General CG. The use of the property for medical, dental, and governmental offices and clinics is a permitted use under CG zoning. There are no Planned Unit Development (PUD) zones on this property. No rezoning or use permits are required for the intended use.

Property Description

Location: Property is located in St. Johns County, Florida, approximately 2 miles south of St. Augustine on the west side of U.S. 1 South.

Property Size: 14.9 acres (649,244 square feet)

East Boundary: +/- 606.33 feet on U.S. 1

North Boundary: +/-1,018.27 feet abutting commercial property

West Boundary: +/- 620 feet on County Rd. R.O.W. (Old Moultrie (Road))

South Boundary: +/-1,110.9 feet abutting commercial property

Zoning: Property is zoned CG. The use of the property for medical, dental, and governmental offices and clinics is a permitted use under CG zoning. There are no P.U.D.'s on this property.

Easements: (1) A recorded easement exists at north entry from bank property allowing access to U.S. 1 from bank property by way of hospital driveway.

(2) FP&L utility easements exist at southwest property line from Old Moultrie Road R.O.W.

b. SITE RESEARCH TO INCLUDE:

Parking uses/deed restrictions and ordinances that may restrict the site development/use. Parking requirements.

There are no uses or deed restrictions that will limit the use of property at the present time, but the present owner of the property has contractually reserved the right to put the following restriction on its use of the time of deeding: A use restriction prohibiting the Property from being used as an overnight in-patient acute care center or non-governmental imaging/diagnostic or surgical center. The use restriction shall not be construed as prohibiting the use of the Property as a pharmacy, blood bank, veterinarian's office, home health care business, optometrist, physician's offices, or a primary care center; including, but not limited to imaging, diagnostic, and surgical services which are typically rendered in an office of a physician of any specialty. The use restriction shall run with the title to the Property and be binding on Buyer, its successors and assigns. All parking requirements are met with existing parking.

A summary of site improvements includes the following:

1. One access drive onto U.S. 1 South (east).
2. Two access drives onto Old Moultrie Road (west).
3. Two accesses onto North Side Drive from existing bank property. This access is a recorded easement providing bank property with U.S. 1 access by way of Hospital Drive.
4. Building is surrounded on three sides with connecting drives and parking areas.

North Side:	153 spaces
East Side:	81 spaces
<u>South Side:</u>	<u>124 spaces</u>
Total	358 spaces

5. Site lighting is provided by pole mounted fixtures placed around building/parking perimeter and at entry drives. The condition of site lighting is good with the majority of fixtures having been replaced within the last two years.
6. Drainage and retention is adequate and well maintained. Existing 78,000 square foot (top of bank area) retention pond is located along U.S. 1 frontage separating the building from U.S. 1. Building setback from U. S. 1

R.O.W. is +/-360 feet. Building setback from Old Moultrie Road R.O.W. is +/-60 feet.

7. Balance of site improvements and equipment include metal storage structure at south side of building, chillers, diesel storage tanks, chemical tanks and flammable storage.

8. Site Coverage:

Open Landscaped	+/- 246,000 sf	(38%)
Driveways/Parking	+/- 202,000 sf	(31%)
Sidewalks	+/- 14,250 sf	(2%)
Retention Pond	+/- 80,000 sf	(12%)
<u>Building/Structures</u>	<u>+/- 107,000 sf</u>	<u>(17%)</u>
Total Site Area	649,250 sf	(100%)

c. EXISTING BUILDINGS ON SITE:
To be removed or to remain? Justification for demolition or for renovation is required.

Existing building improvements are to remain. A summary of existing building improvements includes the following:

East Section: 30,989 gsf of Office and Support Areas divided into 4 wings.

Central Section: 52,244 gsf of Administrative, Support, Maintenance and Medical Care Areas

West Section: 23,682 gsf of Patient Rooms (96 beds), Support Areas Divided into 4 wings

TOTAL SQ. FT: 107,000

Renovation Costs:

Renovation costs depend on variables including but not limited to the future use of existing spaces, occupancy dates, condition of existing finishes, and use of existing mechanical and electrical systems. The majority of the building will require no renovations other than painting of the walls.

Those areas of the building that require minimal work such as re-keying, re-painting, and new floor finishes in order to continue

being used for the same purpose are scheduled at \$10.00/square foot.

Those areas of the building that require the removal of a specific function and reuse of that space as general office space will require gutting, and replacement of finishes, lighting and in some cases HVAC equipment. These types of areas are scheduled at \$25.00/square foot.

Those portions of the building that require the removal of a specific function and use of that space for a higher level of use will require gutting and installation of new partitioning, finishes and mechanical and electrical systems. These types of spaces are scheduled at \$80.00/square foot.

- d. **SITE OWNERSHIP:**
(Private or public): Transferal of ownership must be executed rapidly to avoid construction delays and allow for a seamless transfer of services from the current site to the new facility.

St. Johns County is to be the Owner of the property in accordance with the terms of the Contract for Purchase and Sale of Real Property executed on May 13, 1998 and attached hereto and incorporated herein by reference.

- e. **APPROPRIATENESS OF THE SELECTED SITE:**
*Site access, location in relationship to the major thoroughfares and transportation terminals (public transportation). *Utilities available: water, electrical, sanitary sewer. Is the conductor (sizes) of each sufficient to serve the need of the proposed facility?*

Property is located in St. Johns County, Florida, approximately two miles south of St. Augustine on the west side of U.S. 1 South, St. Johns County's major internal corridor. When public transportation occurs, U.S. 1 will serve as its main link to the City of St. Augustine and each end of the county. Water, electrical and sanitary sewer utilities are available. The existing conductors of each is sufficient to serve the need of the proposed facility.

- f. **CERTIFICATION OF POSITIVE DRAINAGE:**

Verify the possibility of the selected site lying within a natural flood plain or drainage basin.

The building lies within a flood zone which is a zone designated at "minimal flooding". The existing drainage and retention is adequate and well maintained. The existing 78,000 square foot (top of bank area) retention pond is located along U.S. 1 frontage separating the building from U.S. 1 and has been cleaned and reshaped within the last two years. The building setback from U.S. 1 R.O.W. is +/-360 feet. Building setback from Old Moultrie Road R.O.W. is +/-60 feet. Drainage along these corridors is maintained by the State and the County.

- g. ASBESTOS SURVEY:
If funding is to be used for a renovation or addition, has an asbestos survey been conducted? If asbestos is present, provide a budget for the estimated removal cost.

The previous owner had an asbestos survey done in **January 1992**. Abatement and clearance of asbestos was completed in **June 1992**.

4. BUDGET ANALYSIS REQUIREMENTS: ALLOCATED FUNDING

a. Professional Svcs and Other Costs	
Est. Architect Fee	\$49,294
Renovation Documents	\$0
Survey	\$0
Soil Analysis	\$0
Furniture/Equipment	\$175,000
Part -A Sub-Total	\$224,294
b. Construction	
* Interior Bldg. Renovation	\$437,958
* Utilities	\$0
* Permits	\$4,500
* Communications	\$85,000
* Speciality Cost	\$0
* Contingency (10%)	\$83,528
Part-B Sub-Total	\$610,986
Total	\$835,280

Legislative Funding Breakdown:

Department of Health St. Johns County Program	Program GSF Allocation	Purchase Cost CHD Space	Professional/ Construction Costs	Arch. Fee per Program	Legislative Total Appropriation
Flagler Hospital-West	47950	\$2,464,720	\$835,280	\$49,294	\$3,300,000

Space Breakdown:

Program	GSF Space Allocation
1) County Health Department	47,950
2) County Mental Health	10,467
3) County Social Services	3,425
4) County Medical Examiner	4,000
5) County Emergency Management Services	2,000
6) Leased Space	8,015
7) Proposed Youth Crisis Center	9,162
8) Proposed OP Clinic	5,245
9) Avail. Space	16,736
Total GSF	107,000

- 1) **County Health Department-** Provides a variety of health related services to residents of St. Johns County which include: Adult and pediatric primary care, STD services, prenatal care, Public Health clinic, HIV testing, counseling, and medical management, Immunizations, Birth & Death certificate registrar, WIC Program, Dental services, School health program, and Healthy Start case management. Environmental Health Services are provided at the county administrative building.
- 2) **County Mental Health-** Provides a variety of psychosocial services to county residents which include: Adult and Pediatric counseling, Substance Abuse treatment, HIV psychological case management, and a Day Treatment Program. This agency is located adjacent to the current county health department facility and enhances a coordinated service approach to meet client needs.
- 3) **County Social Services-** Provides limited financial assistance to county residents who meet specific eligibility criteria. Supported services include: Medical (outpatient), dental, utilities, food, clothing, etc. This agency is located in the current county health department facility which enables a coordinated service approach to meet client needs.
- 4) **County Medical Examiner-** department to be relocated to new facility to decrease space shortage and meet demands of the rapidly growing county.

- 5) **County Emergency Management Services-** Provides a sub-station unit of two vehicles for the expanding southern section of the county. Will provide, indirectly, advanced medical support to the health department in the event of a medical emergency.
- 6) **Leased Space-** Square footage under lease with the Department of Children and Families.
- 7) **Proposed Youth Crisis Center-** This organization provides intervention services to adolescents as well as temporary housing. The children are usually runaways or abandoned by families and are in need of temporary social, medical, and psychological assistance.
- 8) **Proposed Out Patient Clinic-** The concept of this program is to provide after hours clinical services to county residents and help decompress the only emergency department in the county.
- 9) **Available Space-** This space is allocated for future rent producing agencies that will enhance existing agencies located on the medical campus. As growth in the county occurs this space will provide a relief valve for overcrowded agencies.

FUNDING SOURCE:

Funding Sources are delineated as follows:		
1) 98-99 ALG, Item #: 529-A, Chapter-	\$2,500,000	Chapter not available as of 8/6/98
2) 98-99 ALG, Item #: 485-A, Chapter- 97-152	\$800,000	* Re-Appropriation to ALG
3) St. Johns County Board of County Commissioners		
A. Health Department County Trust Fund	\$260,000	
B. Emergency Medical Services	\$250,000	
C. Medical Examiner	\$250,000	
D. Sale of Marine Street Property	\$850,000	
E. Sale of Nursing Home Property	\$1,500,000	
Total	\$6,410,000	
Flagler Hospital-West Program Cost	\$5,500,000	
Available Funding for Renovation	\$910,000	

CONTACT PERSON:

County Health Department

Michael S. Hackney, Operations and Management Consultant
St. Johns County Health Department
180 Marine Street
St. Augustine, FL 32084
(904) 825-5055
SC# 865-5055

St. Johns County

David Halstead, Director of General Services
St. Johns County, Florida
P.O. Box 349
St. Augustine, FL 32084
(904) 823-2505

SCHEDULE OF PAYMENTS (DATES)

1. Program submitted: Copy of the revision letter being submitted to Comptroller for lump sum disbursement.

August 27, 1998

Mr. Michael Gomez
Bureau of Auditing
Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399-0350

Dear Mr. Gomez:

This is a revision of the original letter dated August 6, 1998, please note the additions/revisions to the previous letter have been underlined. St. Johns County is requesting, in accordance with F.S.3A-40.120, an advanced payment of \$3,300,000 as a lump sum disbursement for the purpose of purchasing Flagler Hospital-West, which is located in St. Augustine, Florida. A contract has been signed between the St. Johns County and Flagler Hospital, Inc. to purchase this facility and earnest monies in the amount of \$275,000 have been deposited. It is the county's desire to close the purchase as soon as possible. Although the purchase contract provides for closing on July 1, 2000, but no later than October 1, 2000, it is in the best interest of the County to negotiate an earlier closing once Local Government funds are

available. The 1997 legislature appropriated \$800,000 and re-appropriated this amount as an Aids to Local Governments in 1998 along with an additional \$2,500,000 of Aids to Local Government toward the purchase and renovation of this facility. The purchase price is \$5,500,000.

The building contains approximately 107,000 square feet. Sections of the building will be made available to the county in phases as construction is completed on the addition to the Flagler East Hospital. The office of Children and Families located in St. Augustine is scheduled to move into the building November 1, 1998. County Mental Health Services, which receives monies from the federal, state, and county governments, will occupy a portion of the building January 1, 1999. County Social Services and the Health Department are tentatively scheduled to move July 1, 1999. In addition to these agencies, Emergency Medical Services, Medical Examiner, Sheriff's Office, and other health and social agencies will occupy a portion of the building.

It is the county's right under the purchase contract to occupy a portion of the building as of January 1, 1999 and the County plans to move the Department of Children and Families' in the building as soon as possible under the contract. Lump sum disbursement of the grant will enable the County to enter into negotiations to purchase the facility earlier than presently provided in the contract to purchase the facility prior to Flagler Hospital transferring all its present services to the east building, will enable the county to take ownership. County ownership provides several significant financial benefits:

- ◆ Allows for phase in of the county health department services in this facility as space is made available. This process will virtually eliminate any time wasted on renovation planning and construction that would occur with a later purchase date. A seamless transition in health department services will provide greater benefit to residents of the county by eliminating confusion of where to receive services. Other county services space will be renovated as their programs are phased into the facility using leased spaces as a source of revenue to make improvements.
- ◆ Enable the county to take ownership and become the recipient of funds associated with leased space. These funds will enhance the renovation budget as well as eliminate county agencies spending funds for leased space they will soon be occupying. Under this plan, Flagler Hospital, Inc. would lease space back from the county at a decreasing level until July 1, 2001, and still be responsible for maintenance and housekeeping until they completely vacate the facility.

Funding Sources for Flagler Hospital-West

1) 98-99 ALG, Item #: 529-A, Chapter- __-__	\$2,500,000
2) 98-99 ALG, Item #: 485-A, Chapter- 97-152	\$800,000
3) St. Johns County Board of County Commissioners	
A. Health Department County Trust Fund	\$260,000
B. Emergency Medial Services	\$250,000
C. Medical Examiner	\$250,000
D. Sale of Marine Street Property	\$850,000
E. Sale of Nursing Home Property	<u>\$1,500,000</u>
Total	\$6,410,000
Flagler Hospital-West Program Cost	\$5,500,000
Available Funding for Renovation	\$910,000

Ben W. Adams, Jr., Administrator
St. Johns County

James W. Walker, MD, Director
St. Johns County Health Department

JWW:bfg
Enclosures