



Administration

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110
Phone: 386-313-4001



TO: BOARD OF COUNTY COMMISSIONERS

FROM: CRAIG M. COFFEY, COUNTY ADMINISTRATOR

DATE: FEBRUARY 4, 2017

RE: FLAGLER COUNTY/FLORIDA AGRICULTURAL MUSEUM PROPOSAL

Commissioners as you consider the facets of a potential relationship change with the Florida Agricultural Museum please understand that what I am presenting today does not require an immediate decision today. We are in effect at the start of this process and we will have at least three more Commission meeting dates prior to the end of the 60 day extension period which would end on March 21st. Additionally, the majority of deal points being presented have only been briefly discussed with the Museum Board of Trustees and the Trustees have in no way voted on, ratified or even agreed to this proposal. I am hoping to develop a meeting of the minds for the mutual benefit of both groups without either group feeling rushed or not fully consulted. I have developed what I have provided based on previous discussions and feedback received, plus what I believe has the greatest chance to succeed.

The information I have provided you earlier will give you an idea of the longevity of our relationship, previous and ongoing commitments we may have, and some context of why a change is needed. As I will briefly explain below both parties have positives with such a change and some negatives. Every agreement between groups requires some give and take (compromise) and sensible people with good will to implement them. This agreement is no different.

For the Museum, the positives would include eliminating debt, greater financial stability, potential County investments in adjoining facilities and ultimately fulfilling its mission to tell the proud agricultural history of the State of Florida. The negatives for them will be giving up some control, assets, and autonomy.

For the County, the positives would include the continuation of a unique, publically held corridor consisting of thousands of acres, the expansion of Princess Place Park and with it new park property available for public use, potential increases in tourism and equestrian activities, and locally celebrating our agricultural heritage. We must remember as a county about $\frac{3}{4}$ of our County land area is still rural. The negatives for us are that it will add some costs and responsibilities based on the property we are receiving and proposed grants to the museum.

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Nate McLaughlin
District 4

Donald O'Brien Jr.
District 5

Overall this presents an opportunity to move our community forward and fulfill the original intent of the State and County to create something special. Opportunities, are just that opportunities, meaning that at they may come and go returning often or they may present themselves only once. I am also of the belief that opportunities come whenever they come and typically it is never at an ideal time. This may be the case now but taking a long term view of planning for the future and growth has made this community special and made so many people want to relocate here. This proposal takes that longer term vision and approach.

Proposal

This newest proposal was developed with the intent to assist the museum and yet limit the County's exposure in doing so. The proposal also attempts to keep clear lines of separation between the County and the State Museum.

From the County's standpoint, it will protect the County's long term public investment of property given approximately 20 years ago and extend the County environmental ownership along Pellicer Creek. This would be an addition to the Princess Place Preserve/Park and provide a venue for larger and/or more active tourism events. With the County's ownership, it would allow the County over time to spend County funds to construct multipurpose facilities to support greater equestrian, tourism, and park activities. Ideally, the area would be master planned to the benefit of the Museum, Tourism, and the Public. To move towards that end a deal will need to be reached with the Museum Board of Trustees and supported by the State. Below is my attempt to explain these issues so you can make an informed decision.

Proposal Deal Points

Employees – The museum employees would be the museum employees and the County's employees would be the County's employees. Under the former proposal the Museum's employees were becoming County employees.

Operational and Maintenance Expenses/Responsibilities - Museum expenses and responsibilities would stay with the Museum. The County would inherit any maintenance and operational responsibilities for the area outside of the museum property. This would include such things as mowing, grading, and fencing. Currently there are no building, unless the County added building over time. The County would still assist from time to as its discretion as it has since the Museum relocation to Flagler County. Under the former proposal the County was absorbing all of these expenses and responsibilities.

Revenues - Because the Museum's employees and responsibilities will remain with the Museum it is appropriate that the revenues will remain theirs as well. This will include

donations, entrance fees, billboards, special events, wedding/bookings. This would also potentially include equestrian for now (see equestrian below). Basically, each entity would retain the revenues that they generate on their property. Under the former proposal the County was keeping most of the revenues.

Property - The County would take ownership of the property outside the inner circle with the exception of a potential bump out for the Clark Homestead at no cost. This would be approximately 400 acres consisting of uplands, wetlands, and conservation lands. The County may desire a revisionary clause or right of first refusal if the Museum should ultimately fail to prevent an inholding. Under the former proposal the County was taking on ownership of all the property.

Cross Usage – The museum would have rights to continue to utilize the entryway and parking areas. Other areas they would have preferential usage such as the wedding location by the pond and pastures. Under the former proposal this was a non-issue as Museum activities would have been an internal County usage.

Mortgage - The County would payoff of the existing mortgage of approximately \$185,000 on the 60 acres. This would protect the County portion of the property and ultimately save the museum approximately debt payments of approximately \$24,000 per year. This funding would come from the TDC Capital funds. This is the same as the former proposal as we would not want a mortgage on County property. While the County can incur debt to purchase property County real property cannot be used to secure debt and cannot be foreclosed upon.

Financial Assistance – The County would agree to provide a grant of \$25,000 per year for five years for the general operations of the Museum. The County would require that this be matched at least equally by the State. The funding would come from TDC funding. This was implicit in the former proposal.

Equestrian Activities – The County would propose to build facilities over time to relocate the equestrian activities onto the County's property. In the interim the County does not have these facilities. Further, this is an unresolved issue as the Museum still has not obtained appropriate equestrian insurance at the present time. The Museum can obtain all other insurances. This may require a lease of some locations to the County to maintain this activity. Under the former proposal the County was to take over the equestrian operations and eventually relocate them outside the circle.

The costs to the County would be approximately \$50,000-\$100,000 annually to maintain the property. This would be a general fund obligation. The \$25,000 dollars per year would be proposed to come from TDC funds. Additional funds for park improvements and infrastructure would be handled normally as part of the annual budget process and could come from general funds, TDC capital funds, grants, etc. There would be some relatively minor transactional costs.

OVERVIEW

The museum has struggled for many years to try to reach its true potential. Although many issues can be looked for the lack of success it is my belief that it comes down to two primary reasons. The first is the lack of resources - funding support. This issue began almost immediately with departure from Tallahassee to Flagler and the retirement of Doyle Connor shortly thereafter. New State Agricultural Commissioners, although they supported the museum, they perhaps did not carry the same passion for the museum, as it was not their initiative. Other agricultural communities around the state that lost the bid were reluctant to patch things up and support the new location chosen in Flagler County. This funding support worsened when the museum director was removed from departmental funding (salary and benefits) as a State employee and other auxiliary funding/support was lost. In addition, the recent economic downturn further tightened up donations and available grant support. On top of that, the industry support that did exist soured with the relationship of the Museum Director at the time.

This combination of factors has never allowed the museum to even strive for its potential as it has had to continually focus on surviving day-to-day, at a subsistence level, on grants, special events, rentals/weddings, and equestrian activities. When an organization ends up in this situation it puts the Board in the mode of working on a lot of day-to-day issues versus helping implement a bigger vision. Typically an organization can only survive in this mode for a period of time and must get out of this mode by reaching a new level of stability or it runs the risk of collapsing under its own weight if the one of the subsistence revenues falter. All of this is in stark comparison to the State of Georgia Agricultural Museum which appears to be a thriving celebration of its State's agricultural and for which the State provides support in excess of \$1 million dollars a year.

Some of the underlying subsistence revenues have faltered, and although the museum can rebuild those revenues over time, the question that the Museum and County is faced with is do we continue to do the same thing hoping for different results and remain in this subsistence mode? If the answer is no, do we let it die and with it the millions of public dollars invested to date? Or do we figure a way working together to give it at least one chance of reaching a self-sustaining level to become a public recreational and tourism asset?

The second primary reason is management. With the struggles of any organization there typically are many reasons, but with a non-profit Board and volunteers the full-time support staff (Director) is critical. Over more than 15 years, the museum has had two directors, both of which did a decent job of sustaining the museum with limited resources. The former with County assistance was able to even move some things forward. However, whether it was knowledge, personality, networking, educational training, or organizational skills the directors have not been able break the Museum out of the base sustainment level. The challenge to hire a quality person moving forward is plagued by the resources that may be necessary such as a salary and benefits and the organizational stability that an individual-in-demand may typically want. This is not to mention the complex skill set the individual must have, long working hours and the other monumental challenges the position faces.

However, this second primary reason for lack of success may be solved with the Museum's former volunteer and now interim Director, Ms. Kara Hoblick. Most of you have met Kara by now and from my observations she has a farming background, she is well organized, motivated and instead a museum or archeological background she has a marketing degree from the University of Florida. While I am sure she would like more compensation and benefits (and is worth it), it appears her personal life is settled enough to work into those issues over time based on the Museum's current constraints. In addition, she seems to have a good, genuine personality which allows her to work well with the board, volunteers, staff, and those outside the organization (including the County). In addition she is well known enough around the State within the agricultural community to potentially attract the partnerships necessary to change the current paradigm.

The County has over the most recent years sought to advise, assist and in some cases support the Museum in overcoming these two main issues. The former proposal presented took on both challenges and essentially put them under County management to overcome as we have a vested interest in the Museum's success and the property with our public gift and the overall corridor. However, the BOCC Commissioners raised some overall arching concerns about the State's and County's role and really wanted a different approach. I believe with Ms. Hoblick in the mix and the County's overall vested interests still present, I believe we can create a new proposal based on the Commission and Trustee feedback we received that will hopefully help us form a long-term partnership that solves their first dilemma and makes us all successful.

Background

Museum Location – In the early 1990's the State of Florida Agricultural Museum was located in Tallahassee. The then sitting Agricultural Commission Doyle Connor felt the Agricultural Museum should be located in a more agricultural environment and began a drive to move the museum out of the State's capital into a more rural location. To do this they launched a competitive process to receive proposals of land and other incentives in exchange to relocate the museum the community. Communities from around the State submitted proposals including a very aggressive proposal from Flagler County. As they say the rest is history, Flagler County won out over ten other proposals and the museum relocated here in 1997 (20 years ago).

Museum Property - The Museum generally sits between US 1 and I-95, between Old Kings Road and Pellicer Creek/County Line. A privately donated conservation piece with trails and historic sites lies on the west side of US 1.

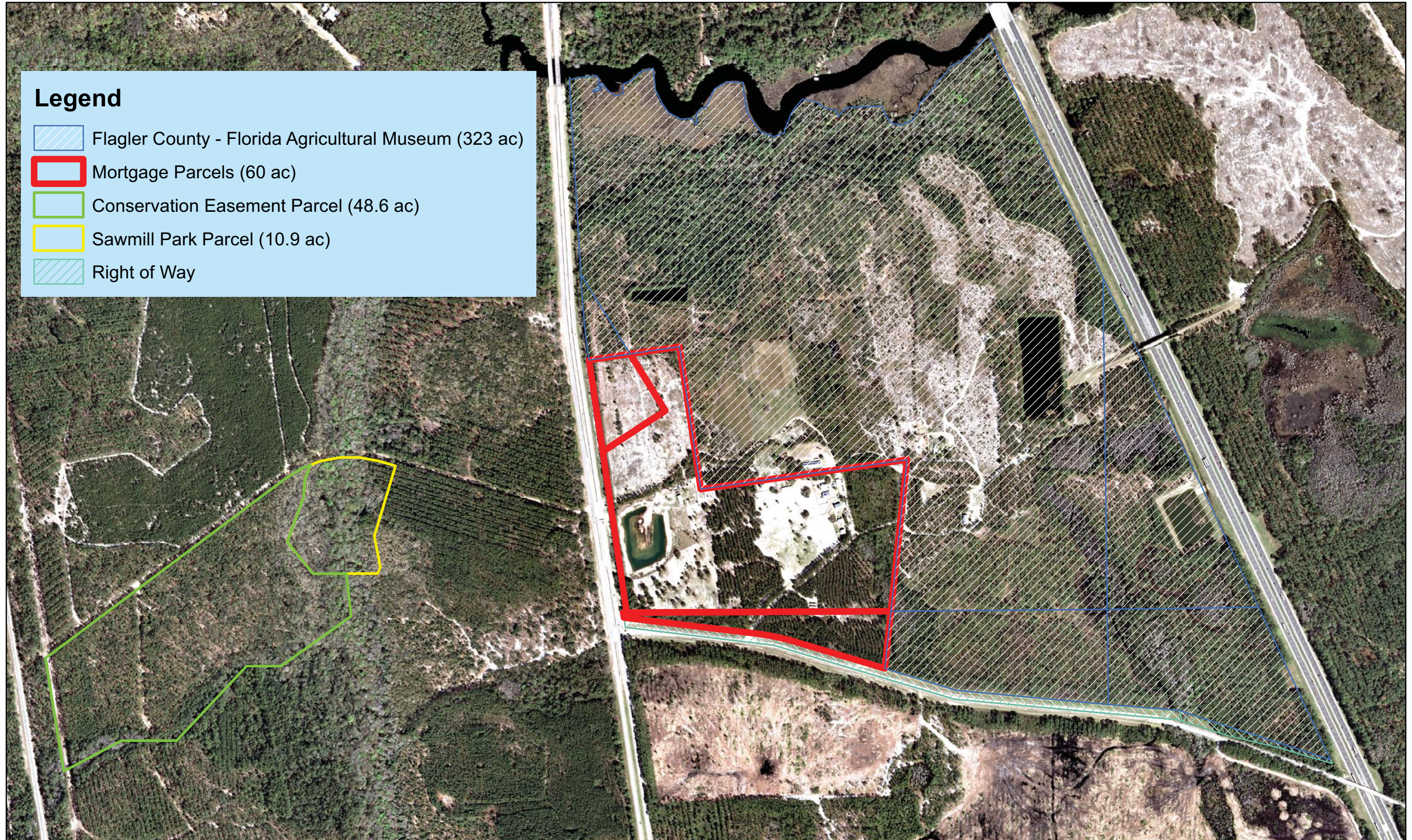
The property of the Florida Agricultural museum site consists of approximately 443 acres and comes from four properties. The first one is the County which granted the museum 323 acres as part of the incentive package to relocate here.

The second property is a purchased 60 acre property that is an "L" shaped piece that encompasses the corner of US 1 and Old Kings Road. It is primarily an upland, sand ridge and serves as the location for most of the Museum's buildings and parking. It currently has a remaining mortgage balance of approximately \$185,000+/-.




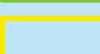

The third and fourth property is approximately 60 acres and is located west of US 1. They were donated conservation parcels from a nearby DRI. The parcels themselves have trails and are the claimed sites of a the Historic Old Kings Road, Ruins of Fort Fulton (Fort Fulton from the Seminole Indian Wars) and what is known as the "Hewitt's Saw Mill" (1760's along the Old King's Road).

See Property Map provided and other pictures provided.

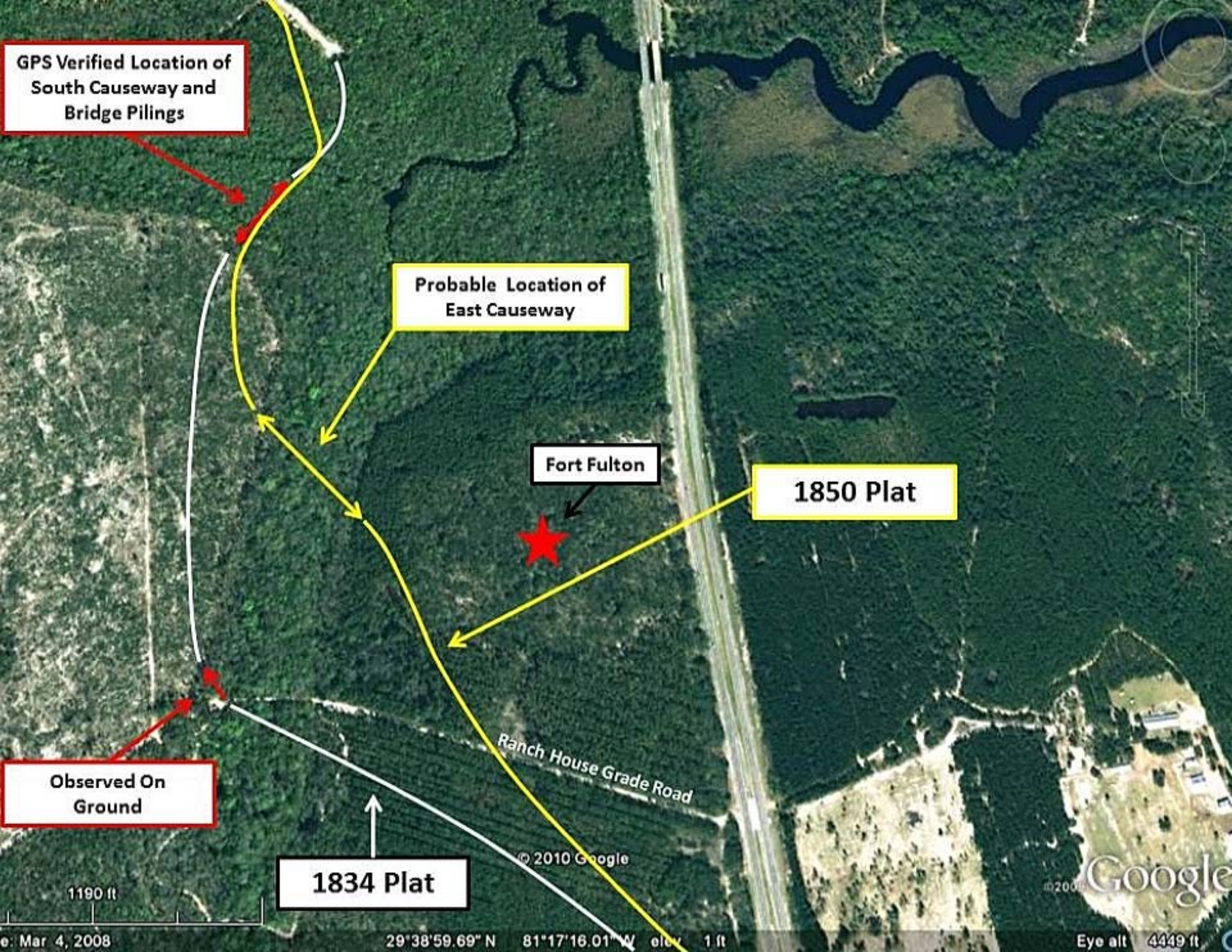
Flagler County - Florida Agricultural Museum



Legend

-  Flagler County - Florida Agricultural Museum (323 ac)
-  Mortgage Parcels (60 ac)
-  Conservation Easement Parcel (48.6 ac)
-  Sawmill Park Parcel (10.9 ac)
-  Right of Way

1,000 500 0 1,000 2,000 3,000 Feet



GPS Verified Location of
South Causeway and
Bridge Pilings

Probable Location of
East Causeway

Fort Fulton

1850 Plat

Observed On
Ground

1834 Plat

Ranch House Grade Road

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Google

RESOLUTION 96- 45

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA REGARDING THE FLORIDA
AGRICULTURAL MUSEUM**

WHEREAS, the Florida Legislature has determined that there shall be a Florida Agricultural Museum to depict the agricultural and rural history of the State pursuant to Fla. Stat. Section 570.901;

WHEREAS, the Legislature authorized the creation of the Florida Agricultural Museum, Inc., as a non-profit, direct support organization pursuant to Fla. Stat. Sections 570.902 and .903;

WHEREAS, the Florida Commissioner of Agriculture has entered into a direct support organization agreement with the Board of Trustees of the Florida Agricultural Museum, Inc., pursuant to Fla. Stat. Section 570.903 to develop the Museum;

WHEREAS, the Board of Trustees of the Florida Agricultural Museum have selected the Princess Place/Pellicer Creek Corridor as the location for the Museum and have

requested the County to provide land for the project;

WHEREAS, the County, the St. Johns River Water Management District, the Florida Communities Trust, and the Department of Environmental Protection have cooperated to acquire the upland corridor of the Princess Place/Pellicer Creek Corridor for recreational, ecological, educational, historical and cultural purposes;

WHEREAS, the Princess Place/Pellicer Creek Corridor has a rich history dating back to Spanish and English colonization;

WHEREAS, the Princess Place/Pellicer Creek Corridor is a likely area of significant prehistoric Indian settlements;

WHEREAS, the Kings Road built by the British between 1763 and 1775 runs through the Princess Place/Pellicer Creek Corridor;

WHEREAS, the British naval stores industry in Florida had its beginnings in the area of the Princess Place/Pellicer Creek Corridor in the 1770s;

WHEREAS, the Princess Place/Pellicer Creek Corridor was farmed by such historic figures as Francisco Pellicer who led the escaping Turnbull colonists into St. Augustine in 1777

and General Joseph Hernandez, Florida's first representative to the United States Congress and the first President of Florida's legislative assembly;

WHEREAS, the Princess Place/Pellicer Creek Corridor was the site of one of the first commercial orange groves in Florida;

WHEREAS, the railroad built by Henry Flagler across the Princess Place/Pellicer Creek Corridor and eventually continuing to Key West was a catalyst to a new age in Florida's development;

WHEREAS, the Princess Place/Pellicer Creek Corridor contains a number of areas with historic site files and includes historic structures such as the Princess Place Lodge which is being nominated for the National Register of Historic Places as a structure of statewide significance;

WHEREAS, the State of Florida has determined to build a living history museum to depict Florida's agricultural history on the Princess Place/Pellicer Creek Corridor;

WHEREAS, the Princess Place/Pellicer Creek Corridor offers a site of approximately 305 acres which spans U.S. Highway #1 and Interstate 95 and is contiguous to the original alignment of the King's Road;

WHEREAS, the Museum Trustees propose to incorporate the ecological, recreational and historical amenities offered by the Princess Place/Pellicer Creek Corridor, including working with the County and State in a management plan to integrate the Museum with the entire 6,200 acre public corridor;

WHEREAS, the Florida Agricultural Museum will add further distinction to the Princess Place/Pellicer Creek Corridor to the benefit of the County, the region and the State;

WHEREAS, the Board of County Commissioners has determined that the Florida Agricultural Museum will be an asset to its present and future plans for the Princess Place/Pellicer Creek Corridor;

WHEREAS, the Board of County Commissioners has determined that the Museum with its \$12 Million to \$20 Million worth of facilities will be of economical benefit to Flagler County;

WHEREAS, the Museum facilities will provide additional employment within Flagler County as well as additional opportunities for volunteer service by County citizens;

WHEREAS, the Museum will provide for the advancement,

generation, growth and promotion of tourism, the enhancement of the tourism industry, and the attraction of tourists from in-state and out-of-state;

WHEREAS, the Museum will serve a public purpose by providing education and research facilities as a living history museum, as well as providing recreational opportunities;

WHEREAS, the Museum will become part of the County's Coastal Greenway, a 26 mile system of parks and waterways offering educational and recreational opportunities;

WHEREAS, the Board of County Commissioners of Flagler County hereby find a public and County purpose in supporting the development and integration of the Museum in the Princess Place/Pellicer Creek Corridor;

WHEREAS, the Board of County Commissioners of Flagler County has determined to expend resources to support this activity;

WHEREAS, the Board of County Commissioners of Flagler County desires to memorialize and codify its commitment to assist the Museum;

NOW BE IT RESOLVED BY THE FLAGLER COUNTY BOARD OF COUNTY

COMMISSIONERS that the County in order to support and encourage this project makes the following commitments to the Board of Trustees of the Florida Agricultural Museum, Inc., and to the Legislature, Governor, Cabinet and their agencies:

1. The County will acquire approximately 305 acres along the Princess Place/Pellicer Creek Corridor in the name of the Museum Trustees conditioned on development of the property as Florida's living history museum along with associated uses. The portion of the property fronting Old Kings Road will be subject to a 75 foot easement for the future development of Old Kings Road with paving and separated bike and equestrian paths. The County will utilize an option secured by the Water Management District from the present owner and purchase the acreage at the discounted contract price of \$1,426 per acre, for an approximate total purchase price of \$434,930, with the final price subject to the survey determining exact acreage. The appraised value of this parcel, excluding its merchantable timber value, is \$823,350. This amount represents the average value on the site from the two MAI appraisals commissioned by the Water Management District. The subject property is not needed for any other County purpose.
2. For site development assistance for the main Museum facilities, the County will provide in-kind clearing and

site preparation work to at least rough grade, including "free forming" the borrow pond as well as constructing berms to abate visual and sound intrusion. The current estimated value of this service is \$300,000.

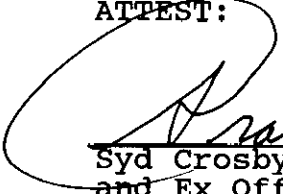
3. The County will provide up to \$500,000 of the County's allotment for economic development grant funding for infrastructure improvements for the main Museum facilities for use in FY 96-97 or FY 97-98.
4. The County will allocate and expend \$50,000 from its Tourist Development funds for landscaping enhancements on the U.S. Highway #1 gateway into Flagler County and for the Museum entrances. This sum may be used as match by the County for a State Highway Beautification Grant, potentially making available a total of \$100,000 in landscaping improvements.
5. The County will pay applicable County enacted impact fees and building permit fees on behalf of the Museum, as well as expediting County permitting for the project.
6. Within two years of commencement of construction on the Museum, the County will pave Old Kings Road from Palm Coast to U.S. Highway #1, including constructing separated bikepaths and equestrian paths.

7. The County will be acquiring the Island Estate Lodge and 35 surrounding acres of improved property in September 1996 under a Preservation 2000 partnership grant involving the Florida Communities Trust, the Water Management District and the County. The approved Management Plan allows use of the premises and property by the Museum Trustees. The Trustees may use all or part of the Island Estate Lodge and surrounding 35 acres in the Princess Place Preserve as a conference center or as an interim headquarters and storage while the Museum is being built and fundraising is proceeding.
8. The County also will participate as a local government signatory or co-applicant in any grant application where it is in the interest of developing the Museum facilities, exhibits or programs.

This resolution shall be recorded in the Official Records of Flagler County and a certified copy furnished to the Board of Trustees of the Florida Agricultural Museum.

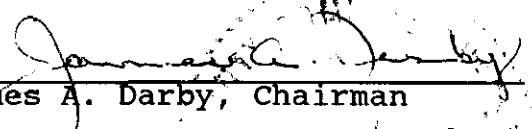
Adopted and approved this 17th day of June, 1996.

ATTEST:



Syd Crosby, Clerk
and Ex Officio Clerk
to the Board

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS



James A. Darby, Chairman

AGREEMENT

This Agreement is entered into as of the 25th day of June, 1997, by and between **THE FLORIDA AGRICULTURAL MUSEUM, INC.**, a Florida corporation not for profit (hereinafter referred to as the "Museum") and **FLAGLER COUNTY, FLORIDA**, a body corporate and politic (hereinafter referred to as the "County").

WITNESSETH: That,

WHEREAS, the Museum has selected certain property (the "Property") located in Flagler County, Florida, within the Princess Place/Pellicer Creek Corridor, upon which it intends to construct and operate the State's principal agricultural museum depicting Florida's agricultural history and practices, and

WHEREAS, in order to induce the Museum to locate the facility on the Property, on or about the date of this Agreement the County has conveyed the Property to the Museum, and the County has offered to provide certain other services as more particularly set forth herein, and

WHEREAS, the County has codified its undertakings in a duly adopted Resolution, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

The County agrees to provide the following.

- (a) In-kind clearing and site preparation work for the agricultural museum to at least rough grade, including "free forming" the borrow pit retention pond as well as constructing berms to abate visual and sound intrusion, all in accordance with the plans therefor prepared by the Museum. The County and the Museum shall coordinate the timing of such services to correspond with the Museum's needs.
- (b) Funds for construction of infrastructure improvements for the agricultural museum facilities, which shall be provided from the County's allotment for economic development grant funding under the Community Development Block Grant program. Such funds may only be utilized in accordance with the terms of the grant and authorizing statutes and rules, and must be utilized in fiscal years 1996-1997 or 1997-1998. The amount of the funds so utilized shall be determined by the needs of the Museum, but shall not exceed \$500,000. Such funds shall be paid to the Museum in accordance with the grant requirements.

- (c) Pay to or for the benefit of the Museum \$50,000 in Tourist Development funds for use in landscaping enhancements on the U.S. Highway 1 gateway into Flagler County and for the entrances to the agricultural museum. Such amounts shall be paid as such landscaping work progresses based upon invoices submitted by the Museum. The County may, at its option, use this funding for the purpose of obtaining matching state funds. The funds shall be disbursed in accordance with the terms of the grant.
- (d) Pay or waive all County enacted impact fees and building permit fees applicable to the construction of the agricultural museum. In addition, the County will use reasonable diligence and good faith efforts to expedite County permitting for the agricultural museum.
- (e) Within two years after commencement of construction on the agricultural museum, the County will complete improvements to Old Kings Road from Palm Coast to U.S. Highway 1 which shall include, but are not limited to, repaving such roadway and constructing separated bike paths and equestrian paths along the roadway's length, using varied funding sources.
- (f) Beginning on the date hereof and continuing until construction of the agricultural museum has been completed, the Museum shall have the right, at no cost or charge, to utilize so much of the Island Estate and the surrounding 35 acres as the Museum, from time to time, desires, for a conference center, interim headquarters and storage. During such use, the Museum shall pay for all utilities utilized by it, and the County shall pay for all maintenance of such properties and shall maintain any insurance on such properties desired by the County. The Museum shall not be required to pay any rent or other fee for such usage.
- (g) The County will also participate as a local government signatory or co-applicant in any grant application filed for the purpose of developing the agricultural museum facility, exhibits or programs.
- (h) Flagler County agrees to purchase the two billboard structures located on the Project Site, including purchase of the associated DOT permits and the billboard leases. Flagler County shall be solely responsible for maintaining and managing the billboard structures and the leases, including all costs associated with their operation. Flagler County shall retain the revenue stream from the billboards to subsidize its land acquisition efforts on behalf of the Museum. One or both billboards will be taken down at such time as development of the Museum requires their removal on 75 days advance notice from the Museum. Alternatively, if the Trustees determine to use one or both of the billboards to advertise the Museum when it opens, the County will relinquish the billboard(s) including the DOT permit to the Museum on 75 days advance notice from the Museum.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FLORIDA AGRICULTURAL
MUSEUM, INC.

By Bruce A. Maguire
Bruce A. Maguire, Chairman

WITNESSES:

Jean B. Chappell
Printed Jean B. Chappell

Doyle Conner
Printed Doyle Conner

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

By James A. Darby 6.25.97
James A. Darby, Chairman

WITNESSES:

Albert J. Hadeed
Printed ALBERT J. HADEED

Phyllis D. Hirschi
Printed PHYLLIS D. HIRSCHI

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 26th day of June, 1997, by Bruce A. Maguire, Chairman of The Florida Agricultural Museum, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced pass. known as identification.

Barbara S. Revels
Printed Barbara S. Revels
Notary Public, County and State aforesaid
Serial No:
My commission expires:

(Notarial Seal)



BARBARA S. REVELS
My Commission CC510094
Expires Dec. 02, 1999

AM

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by James A. Darby, Chairman of the Flagler County Board of County Commissioners, a body corporate and politic, on behalf of the board. He is personally known to me.

Phyllis D. Hirschi
Printed Phyllis D. Hirschi
Notary Public, County and State aforesaid
Serial No.:
My commission expires:

(Notarial Seal)



Phyllis D. Hirschi
MY COMMISSION # CD610063 EXPIRES
January 18, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

[Handwritten signature]

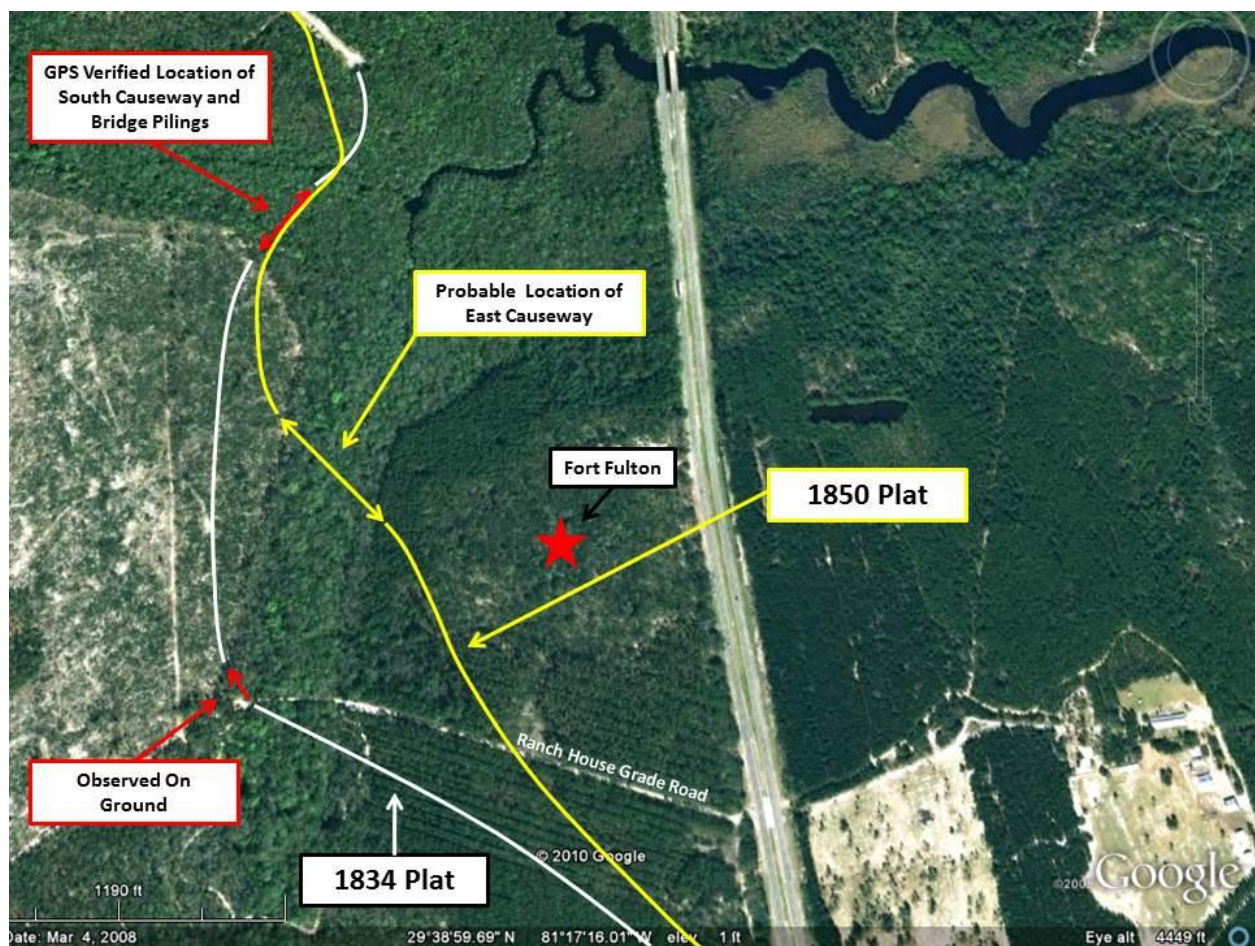
7 December 2010

MEMO TO: The Heritage Crossroads Annual Meeting

FROM: Jim Massfeller, Florida Agricultural Museum Volunteer and Project Coordinator

SUBJECT: Progress Report, Restoring an Original Section of the Old King's Road

1. The goal of this project is to locate, re-open, restore, and develop as handicapped accessible walking and biking trails short portions of the Old King's Road built in 1768-69. Two old surveys are being used, one from 1843 and one from 1850 as shown below.



2. The 1834 survey route has been positively located and doing so had invalidated several routes of the Old King's Road that "everyone" believed were correct. Specifically, we now know that the Old King's road did not cross the Hewett's Mill Dam, that the old logging road shown above to the left of the 1834 route was not part of the Old King's Road, and that Ranch House Grade Road was not part of the Old King's Road.

3. Detailed “on the ground” observations and GPS technology were used to locate the “South Causeway” across the Pellicer Creek Swamp and the cut into the sand hammock where the road climbed up from the swamp on the north side of the hammock. On the south east corner of the hammock, the route of the road was also easily identified.

The photo on the left below was taking looking north along the South Causeway into the Pellicer Creek Cypress Swamp. The photo on the right looks south from the end of the South Causeway along the route of the road where it was cut into the north side of the sand hammock and heads up hill.



4. Once we are finished clearing the south end of the road where it goes up the side of the hammock, the St John’s Water Management District (SJWMD) will send over some heavy land clearing equipment and clear the route of the road across the sand hammock connecting the north and south ends. At that time, the SJWMD will also clear several other short sections of Colonial Era roads and will clear a route to and the site of Fort Fulton.

Once the route of the road has been cleared, we intend to lay 6” of compactable material to provide a hard base for walking, biking, and wheel chairs. The Ag Museum’s tractor drawn “people movers” will proceed north along the Old King’s Road to a point on the north edge of the hammock. Passengers will exit the vehicles and be able to walk out onto the old causeway. The tractors will then turn left and proceed along the north side of the hammock to the old logging road and return south to the starting point where Ranch House Grade road crosses Hewett Branch Creek.

5. Although numerous attempts have been made to locate the 1850 route which shows a crossing of Hewett’s Branch Creek and a possible second causeway across the swamp, no evidence of this route actually existing has been found. The search will continue. The 1850 route “makes sense” as it would have passed very close to the site of Fort Fulton.

6. This project is a new addition to the Ag Museum’s project list and is currently unfunded. It is estimated that up to \$15K will be required for compactible fill, signage, and historical markers.

September 16, 2013
Regular Meeting

ITEM 17 - APPROVAL OF INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY, THE CITY OF PALM COAST, AND THE FLORIDA AGRICULTURAL MUSEUM

The following information was provided by Craig M. Coffey, County Administrator:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT/ AGENDA ITEM # 17**

SUBJECT: Approval of Interlocal Agreement among Flagler County, the City of Palm Coast, and the Florida Agricultural Museum

DATE OF MEETING: September 16, 2013

OVERVIEW/SUMMARY: Staff is presenting for consideration an Interlocal Agreement among Flagler County, the City of Palm Coast, and the Florida Agricultural Museum. The purpose of the agreement is to bring all three parties to the agreement together to support the best interests of the Museum and its future growth and development.

Flagler County entered into an agreement with the Museum in 1997 which specified that the County would make certain contributions to assist the early growth and development of the Museum. The agreement and commitment by the County led to the museum being relocated to Flagler County from Tallahassee in the same year. This agreement indicates that the County has performed all its obligations with respect to the 1997 agreement and provides for the County to continue to provide certain ongoing assistance to the Museum at the discretion of the County and contingent upon the availability of resources.

Under this agreement, the City of Palm Coast would approve the contraction of the City's municipal boundary to exclude the Museum from the City's jurisdiction (de-annexation). The Museum was originally annexed into the City as part of the broader annexation of the Palm Coast Park Development of Regional Impact ("DRI") area. The Museum's attractions and programs are based mostly on farming activities and operations, which locally are found typically in a rural setting, typically more consistent with the County's rural areas and our review and permitting of those types of development permits. Additionally, in the future the City will allow the Museum to connect to its municipal water and wastewater systems. The City will also make a nominal disbursement of previously-budgeted grant funds to the Museum.

The Florida Agricultural Museum, which is the State of Florida's officially-designated museum of agriculture and rural history, underwent substantial organizational changes in 2012, including the appointment of several new board members and election of new officers. The direction of the Museum board is very positive and forward-looking, and the Museum is committing in this agreement to developing a new master development plan that will guide the future growth of the Museum's attractions and programs. The future success of the Museum will be of substantial economic benefit to Flagler County and the City of Palm Coast, potentially serving as one of the County's primary drivers of tourism.

September 16, 2013
Regular Meeting

(Item 17 – continued)

The Florida Agricultural Museum Board of Trustees approved the basis of this agreement at its August 8, 2013 meeting. The City of Palm Coast discussed the agreement and associated contraction ordinance at a workshop on September 10, 2013, with approval of the agreement and first reading of the contraction ordinance at the September 17 Council meeting and second reading of the ordinance at the October 1 Council meeting.

The Board of County Commissioners considered the agreement and its exhibits at a September 4, 2013 workshop. The Board approved the packet with no modifications, and staff is now bringing it forward for approval.

FUNDING INFORMATION: N/A

DEPT.CONTACT/PHONE#: Craig Coffey, County Administrator/386-313-4001

RECOMMENDATIONS: Request the Board approve the Interlocal Agreement between Flagler County, City of Palm Coast and the Florida Agricultural Museum.

ATTACHMENT:

1. Changes since 9/4 workshop recommended by County Attorney
2. Interlocal Agreement among Flagler County, City of Palm Coast, and the Florida Agricultural Museum (with associated exhibits thereto)


Craig M. Coffey
County Administrator

13 Sept 2013
Date

Deputy County Admin.
Legal

Initials	Date
_____	_____
_____	_____

Commissioner Ericksen stated this agreement was similar to the one done in 1997, noting that tourist development monies had been given to enhance the entrance and billboards. Asked why the County believed this new board would be able to accomplish what the last one could not.

County Administrator Coffey responded that Commissioner Ericksen “hit the nail on the head” when he stated there was a new board in place, stating the new board seemed to be more engaged and was reaching out to state and community leaders for support. Pointed out Commissioner McLaughlin served on the new board.

Commissioner Ericksen suggested a timetable in order to monitor the progress, as opposed to waiting for long stretches of time and seeing no results.

September 16, 2013
Regular Meeting

(Item 17 – continued)

Further discussion ensued.

Chair McLaughlin explained he had personally been to the Commissioner of Agriculture's office and believed this was one of many steps needed to build the museum into the statewide attraction it could be.

Chair McLaughlin requested public comment.

Dennis McDonald, Flagler County, stated Flagler County had been hearing about the Agriculture Museum for quite some time, noting he had been there once and most people he talked to had never been. He suggested the BCC let the citizens decide if they wanted to continue to fund and pursue this item.

Chair McLaughlin closed public comment.

A motion was made by Commissioner Revels to approve Item 17. Seconded by Commissioner Hanns.

Chair McLaughlin called the question. Motion carried 4-1 with Commissioner Ericksen dissenting.

GAIL WADSWORTH, FLAGLER Co.

**INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY,
FLORIDA; THE CITY OF PALM COAST, FLORIDA; AND
THE FLORIDA AGRICULTURAL MUSEUM, INC.
RELATING TO THE FUTURE GROWTH AND
DEVELOPMENT OF THE MUSEUM**

THIS INTERLOCAL AGREEMENT is made and entered into this 11TH day of OCTOBER, 2013 between FLAGLER COUNTY, FLORIDA ("the County"), a political subdivision of the State of Florida whose address is 1769 East Moody Boulevard, Building #2, Bunnell, Florida 32110; the CITY OF PALM COAST, FLORIDA ("the City"), a municipal corporation of the State of Florida whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164; and the FLORIDA AGRICULTURAL MUSEUM, INC. ("the Museum"), a non-profit corporation of the State of Florida, whose address is 7900 Old Kings Road, Palm Coast, Florida 32137, (individually "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and,

WHEREAS, the Museum is a not-for-profit corporation which operates the State of Florida's designated museum of agriculture and rural history pursuant to §570.901, Florida Statutes, on that certain piece of property further described in Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, the Museum provides services and programs that provide educational, recreational, and cultural benefits for the citizens of the City and the County as well as visitors from other areas; and,

WHEREAS, the Museum is a generator of tourism to both the City and the County, and is considered an asset to the community by both the City and the County; and,

WHEREAS, the County and the City are committed to supporting the best interests of the Museum with respect to its future growth and development; and,

WHEREAS, the real property on which the Museum operates its facilities (the "Museum's Property") is wholly located within the municipal boundaries of the City; and,

WHEREAS, the Museum's attractions and programs are based mostly on farming activities and operations which locally are found typically in a rural setting; and

WHEREAS, on June 25, 1997, the Museum and the County entered into an agreement whereby the County agreed to provide support, as specified therein, to induce the Museum to locate the State's principal museum depicting Florida's

agricultural and rural history, as contemplated by Florida Statute Section 570.901, et seq., in Flagler County (the "County/Museum Agreement," attached hereto as Exhibit "B"), and

WHEREAS, the future growth and development of the Museum will benefit in the long term from the availability of central water and sewer utility service from the City; and .

Whereas, the Museum prepared a Master Plan for development of the Museum during which process the County participated; and

Whereas, the County agreed to provide substantial assistance to the Museum for the interim period leading up to the implementation of the Museum Master Plan and substantial assistance for its actual development; and

Whereas, the Museum was unable to implement its Master Plan due to financial difficulties; and

Whereas, the County installed or constructed supporting infrastructure for the Museum consistent with the Master Plan, such as the widening of Old Kings Road, the clearing and shaping of land for the public and back of house entry points and for some of the historic sites and venues within the Museum property; and

Whereas, the County implemented other items in furtherance of the Museum Master Plan and the corridor planning for heritage and natural resources, such as obtaining the FDOT funding for the equestrian trail and wildlife bridge that spans I-95, securing and implementing an FDOT grant for landscaping the Master Plan's main entry to the Museum, obtaining a combination of state grants and other assistance for creating the nature and fishing park at the borrow lake site on the East side of I-95 bridge, making the Island House available to the Museum for approximately 10 years as its interim headquarters while the Museum pursued financial assistance for the Master Plan and began initial stage development of the Museum property, and providing other County assistance in furtherance of the Museum; and

Whereas, the County agreed to advance the transfer of the two billboards on I-95 owned by the County to the Museum ahead of the time such transfer was provided for in the County's agreed upon undertakings, thereby affording the Museum a predictable, monthly revenue stream to assist the Museum's financial condition; and

Whereas, the County's steady assistance has spanned 15 continuous years of support for the Museum; and

Whereas, the County has satisfied its obligations for assisting the Museum for its Master Plan but wishes to continue to support the Museum to the extent of available resources; and

Whereas, the County agrees to consider further support along the same lines as its original undertakings subject to its available resources, all as further described herein.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County, the City, and the Museum agree as follows:

SECTION A: RECITALS

The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

SECTION B: PURPOSE

The purpose of this Agreement is to set forth the mutual arrangements among the Parties to best position the Museum for its future growth and development.

SECTION C: COUNTY OBLIGATIONS

The County has performed all its obligations in accordance with the County/Museum Agreement; however, it shall continue to provide administrative and other in-kind support to the Museum from time to time, at the County's discretion as provided for in the County/Museum Agreement, including but not limited to the following:

- Clearing and site preparation work on a project-by-project basis, as determined by the County, and in compliance with all County and water management district rules and regulations;
- Pay or waive all County enacted impact fees and building permit fees for those structures and exhibits envisioned in the original Museum Development Plan, applicable to construction on the Museum Property, or, on a project-by-project basis as determined by the County for those projects that are not part of the original Museum Development Plan;
- Use reasonable diligence and good faith efforts to expedite County permitting for development and construction on the Museum Property;
- Participate as a local governmental signatory or co-applicant on any grant application filed for the purpose of developing the Museum's facilities, exhibits or programs, where the Museum cannot otherwise apply independently and complete financial safeguards are in place;
- Assist, as County resources permit, with the design, permitting and construction of the Museum's internal water and wastewater system on the Museum Property;
- Assist, as County resources permit, with the design, permitting and development of a campground on the Museum Property; and



- Continue to pledge its ongoing support for the Museum as a viable cultural and historical tourism asset of Flagler County, its incorporated municipalities, and the State of Florida.

SECTION D: CITY OBLIGATIONS

1. The City will promptly submit to the City Council legislation for the voluntary contraction of that portion of the Museum Property lying north of Old Kings Road and east of U.S. 1 (the "Museum's East Parcel") from the City boundary, by Ordinance 2013-__ with a modified legal description to reflect the contraction, all shown in Exhibit "C" and attached hereto.
2. Thereafter, the City shall allow the Museum to connect to the City's municipal water and wastewater utility systems, without requiring annexation as a condition of service, at such time as the necessary infrastructure has been installed and water and sewer lines are extended to the Museum's East Parcel. The City shall not be responsible for the costs for such connection or the extension of any utility infrastructure to the Museum. Wastewater service may include the use of a conventional solids handling wastewater pump station and force main or a grinder pump pressure sewer system to connect to the City's wastewater system, subject to any design constraints.
3. Upon connection to the City's water and wastewater utility system, charges for the water and sewer connection and service will be in accordance with the City's prevailing utility rate schedule at the time of connection and as adjusted from time to time by the City's Rate Resolutions.
4. The City will disburse to the Museum the balance of the Museum grant funds authorized in the fiscal year 2012-2013 City budget in the amount of \$3,777.63.

SECTION E: MUSEUM OBLIGATIONS

1. The Museum shall develop and implement a new master development plan with the County, guiding the future growth and development of the Museum's attractions, operations, and amenities.
2. The Museum shall continue to foster a positive and collaborative relationship with the Florida Department of Agriculture and Consumer Services ("the Department").
3. The Museum shall continue to implement and comply with the recommendations made by the Department in the November 2011 Operational Review of the Museum.
4. The Museum shall continue to use the property as the State's principal museum depicting Florida's agricultural and rural history, as contemplated by Florida Statute Section 570.901, et seq., and for related and ancillary uses from which the museum derives a continuing benefit or which complement the use of the

Property as an agricultural museum, including, but not limited to, such activities as leases or sales of portions of the property to third parties for such uses as restaurants, lodging facilities, farmers' markets or souvenir shops.

SECTION F: NOTICES

All notices, consents, approvals, waivers and elections that any Party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows to the Parties listed below or to such other address (including email) as any Party hereto shall designate by like notice given to the other Parties hereto:

MUSEUM: Executive Director
Florida Agricultural Museum
1850 Princess Place Road
Palm Coast, FL 32137

CITY: City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164

COUNTY: County Administrator
Flagler County
1769 East Moody Blvd., Building 2
Bunnell, FL 32110

Notices, consents, approvals, waivers and elections given or made as provided herein shall be deemed to have been given and received on the date of the mailing or transmission thereof.

SECTION G: ENTIRE AGREEMENT AND ASSIGNMENT

This Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the Parties. No party shall assign the Agreement, or any Interest herein, without the express written consent of the other party.

SECTION H: INTERPRETATION

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that the Museum, the County, and the City have contributed substantially and materially to the preparation hereof.



SECTION I: APPLICABLE LAW/VENUE

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any dispute resulting from this Agreement shall be in Flagler County, Florida.

SECTION J: EFFECTIVE DATE/RECORDING

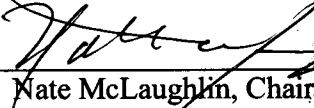
This Agreement shall become effective on the day it is recorded with the Clerk of the Circuit Court by the County.

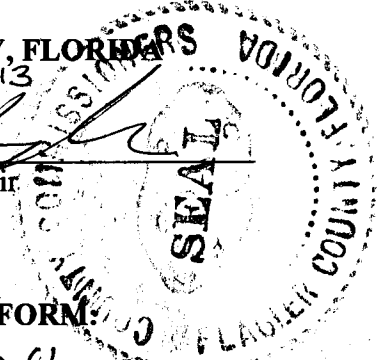
----- SIGNATURE PAGE TO FOLLOW -----

A handwritten signature or set of initials, possibly 'AB', written in black ink.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed.

FLAGLER COUNTY, FLORIDA
APPROVED 9-16-13



Nate McLaughlin, Chair



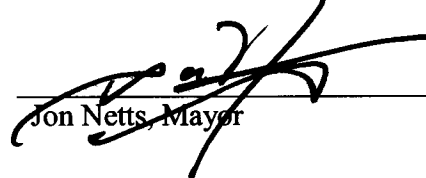
ATTEST:


Gail Wadsworth, Clerk of the Circuit
Court and Comptroller

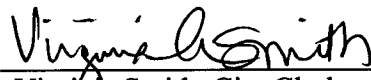
APPROVED AS TO FORM:


for Albert J. Hadeed, County Attorney

CITY OF PALM COAST, FLORIDA


Jon Netts, Mayor

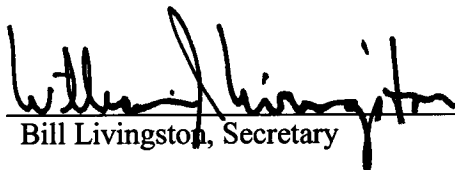
ATTEST:


Virginia Smith, City Clerk

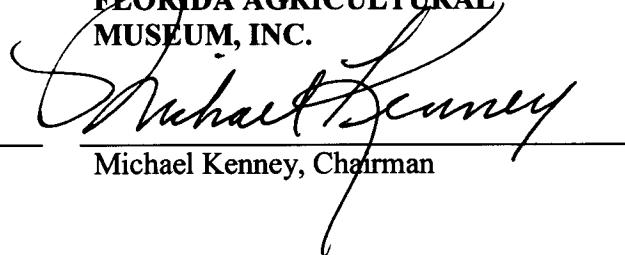
APPROVED:


William E. Reischmann Jr.

ATTEST:


Bill Livingston, Secretary

FLORIDA AGRICULTURAL
MUSEUM, INC.


Michael Kenney, Chairman

A handwritten mark, possibly a signature or initials, located in the bottom right corner of the page.

EXHIBIT A

A parcel of land bounded on the north by the center of Pellicer Creek, bounded on the west by U.S. Highway No. 1 (225' R.O.W.) and bounded on the east by Interstate 95 (300' R.O.W.) and located within Government Sections 9, 10, 15, 16 and 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a POINT OF REFERENCE being the southwest corner of Government Section 10, Township 10 South, Range 30 East, thence North $89^{\circ}12'48''$ East along the south line of Section 10 a distance of 1076.18 feet to a point on the westerly right-of-way line of Interstate 95 and the POINT OF BEGINNING of this description, thence departing said section line South $25^{\circ}15'02''$ East a distance of 1197.68 feet; thence departing Interstate 95 North $71^{\circ}59'33''$ West a distance of 1131.92 feet; thence North $84^{\circ}40'51''$ West a distance of 1590.29 feet; thence North $73^{\circ}28'14''$ West a distance of 1344.18 feet; thence North $83^{\circ}05'51''$ West a distance of 1080.93 feet to a point on the easterly right-of-way line of U.S. Highway No. 1; thence North $08^{\circ}29'52''$ West a distance of 35.28 feet; thence North $89^{\circ}54'13''$ East a distance of 25.27 feet; thence North $08^{\circ}29'49''$ West a distance of 1815.26 feet to a point on a curve, concave easterly; thence northerly a distance of 501.71 feet along the arc of said curve to the right having a central angle of $05^{\circ}07'44''$, a radius of 5604.65 feet, a chord bearing of North $05^{\circ}55'55''$ West and a chord distance of 501.55 feet to a point of tangency; thence North $03^{\circ}22'03''$ West along the easterly right-of-way line of U.S. Highway No. 1 a distance of 1499.65 feet more or less to a point on the Mean High Water Line of Pellicer Creek; thence along the Mean High Water Line the following courses; North $80^{\circ}41'19''$ East a distance of 74.32 feet; North $82^{\circ}38'25''$ East 120.17 feet; South $39^{\circ}07'10''$ East a distance of 33.88 feet; South $15^{\circ}41'26''$ West a distance of 42.05 feet; South $38^{\circ}50'22''$ East a distance of 23.54 feet; South $68^{\circ}20'15''$ West a distance of 52.64 feet; South $17^{\circ}47'43''$ East a distance of 13.68 feet; North $67^{\circ}55'58''$ East a distance of 56.62 feet; North $23^{\circ}51'55''$ East a distance of 18.55 feet; North $42^{\circ}51'09''$ West a distance of 25.39'; North $67^{\circ}49'14''$ East a distance of 20.09 feet; South $37^{\circ}47'20''$ East a distance of 79.07 feet; South $61^{\circ}10'22''$ East a distance of 57.15 feet; North $71^{\circ}14'49''$ East a distance of 54.88 feet; North $02^{\circ}37'44''$ West a distance of 65.39 feet; North $66^{\circ}54'21''$ East 65.59 feet; North $46^{\circ}53'40''$ East a distance of 39.49 feet; North $49^{\circ}25'53''$ East a distance of 54.49 feet; North $74^{\circ}32'33''$ East a distance of 88.46 feet; South $05^{\circ}05'07''$ East a distance of 151.48 feet; South $26^{\circ}16'30''$ East 108.59 feet; South $35^{\circ}40'46''$ East a distance of 84.26 feet; South $62^{\circ}40'17''$ East a distance of 96.43 feet; North $85^{\circ}50'13''$ East a distance of 74.82 feet; South $35^{\circ}12'36''$ East a distance of 50.91 feet; North $52^{\circ}03'26''$ East 14.02 feet; North $08^{\circ}31'55''$ West a distance of 56.53 feet; North $35^{\circ}38'42''$ East a distance of 62.21 feet; North $80^{\circ}53'32''$ East a distance of 38.04 feet; North $23^{\circ}50'21''$ East a distance of 140.24 feet; North $59^{\circ}19'54''$ East a distance of 103.99 feet; South $87^{\circ}07'47''$ East 116.73 feet; south $02^{\circ}17'08''$ East a distance of 72.06 feet; South $09^{\circ}45'54''$ East a distance of 146.45 feet; South $35^{\circ}06'25''$ East a distance of 165.17 feet; South $70^{\circ}56'23''$ East a distance of 72.51 feet; South $67^{\circ}15'16''$ East a distance of 24.62 feet; North $72^{\circ}07'09''$ East a distance of 56.84 feet; North $65^{\circ}42'00''$ East a distance of 30.03 feet; North $09^{\circ}49'53''$ West a distance of 22.35 feet; North $31^{\circ}26'30''$ East a distance of 25.54 feet; North $23^{\circ}03'14''$ East a distance of 43.31 feet; North $18^{\circ}20'32''$ East a distance of 45.84 feet; North $32^{\circ}34'06''$ East a distance of 52.81 feet; North $40^{\circ}15'56''$ East a distance of 84.52 feet; South $79^{\circ}44'56''$ East a distance of 99.46 feet; South $52^{\circ}31'21''$ East a distance of 67.72 feet; South

5

76°38'47" East a distance of 84.55 feet; South 27°46'32" East 48.88 feet; North 41°56'16" East a distance of 83.56 feet; North 87°37'48" East a distance of 144.64 feet; North 88°03'40" East 109.93 feet; South 23°04'33" East a distance of 79.18 feet; South 35°48'56" East a distance of 52.77 feet; South 72°56'15" East a distance of 72.49 feet; North 66°34'00" East a distance of 96.29 feet; North 27°22'43" East a distance of 79.97 feet; North 13°33'58" East a distance of 49.90 feet; North 44°34'23" East a distance of 109.63 feet; North 33°11'20" East a distance of 96.68 feet; North 46°48'21" East a distance 80.36 feet; North 32°52'01" East a distance of 55.22'; North 62°33'15" East a distance of 90.34 feet; North 50°15'29" East a distance of 100.50 feet; North 40°13'59" East a distance of 45.43 feet; North 44°08'53" East a distance of 119.41 feet to a point on the westerly right-of-way line of Interstate 95; thence along the said right-of-way line South 25°15'02" East a distance of 4500.25 feet to the POINT OF BEGINNING.

Parcel containing 379.1141 acres more or less.



Exhibit B
1997 County/Ag Museum Agreement

16

AGREEMENT

This Agreement is entered into as of the 25th day of June, 1997, by and between **THE FLORIDA AGRICULTURAL MUSEUM, INC.**, a Florida corporation not for profit (hereinafter referred to as the "Museum") and **FLAGLER COUNTY, FLORIDA**, a body corporate and politic (hereinafter referred to as the "County").

WITNESSETH: That,

WHEREAS, the Museum has selected certain property (the "Property") located in Flagler County, Florida, within the Princess Place/Pellicer Creek Corridor, upon which it intends to construct and operate the State's principal agricultural museum depicting Florida's agricultural history and practices, and

WHEREAS, in order to induce the Museum to locate the facility on the Property, on or about the date of this Agreement the County has conveyed the Property to the Museum, and the County has offered to provide certain other services as more particularly set forth herein, and

WHEREAS, the County has codified its undertakings in a duly adopted Resolution, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

The County agrees to provide the following.

- (a) In-kind clearing and site preparation work for the agricultural museum to at least rough grade, including "free forming" the borrow pit retention pond as well as constructing berms to abate visual and sound intrusion, all in accordance with the plans therefor prepared by the Museum. The County and the Museum shall coordinate the timing of such services to correspond with the Museum's needs.
- (b) Funds for construction of infrastructure improvements for the agricultural museum facilities, which shall be provided from the County's allotment for economic development grant funding under the Community Development Block Grant program. Such funds may only be utilized in accordance with the terms of the grant and authorizing statutes and rules, and must be utilized in fiscal years 1996-1997 or 1997-1998. The amount of the funds so utilized shall be determined by the needs of the Museum, but shall not exceed \$500,000. Such funds shall be paid to the Museum in accordance with the grant requirements.

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- (c) Pay to or for the benefit of the Museum \$50,000 in Tourist Development funds for use in landscaping enhancements on the U.S. Highway 1 gateway into Flagler County and for the entrances to the agricultural museum. Such amounts shall be paid as such landscaping work progresses based upon invoices submitted by the Museum. The County may, at its option, use this funding for the purpose of obtaining matching state funds. The funds shall be disbursed in accordance with the terms of the grant.
- (d) Pay or waive all County enacted impact fees and building permit fees applicable to the construction of the agricultural museum. In addition, the County will use reasonable diligence and good faith efforts to expedite County permitting for the agricultural museum.
- (e) Within two years after commencement of construction on the agricultural museum, the County will complete improvements to Old Kings Road from Palm Coast to U.S. Highway 1 which shall include, but are not limited to, repaving such roadway and constructing separated bike paths and equestrian paths along the roadway's length, using varied funding sources.
- (f) Beginning on the date hereof and continuing until construction of the agricultural museum has been completed, the Museum shall have the right, at no cost or charge, to utilize so much of the Island Estate and the surrounding 35 acres as the Museum, from time to time, desires, for a conference center, interim headquarters and storage. During such use, the Museum shall pay for all utilities utilized by it, and the County shall pay for all maintenance of such properties and shall maintain any insurance on such properties desired by the County. The Museum shall not be required to pay any rent or other fee for such usage.
- (g) The County will also participate as a local government signatory or co-applicant in any grant application filed for the purpose of developing the agricultural museum facility, exhibits or programs.
- (h) Flagler County agrees to purchase the two billboard structures located on the Project Site, including purchase of the associated DOT permits and the billboard leases. Flagler County shall be solely responsible for maintaining and managing the billboard structures and the leases, including all costs associated with their operation. Flagler County shall retain the revenue stream from the billboards to subsidize its land acquisition efforts on behalf of the Museum. One or both billboards will be taken down at such time as development of the Museum requires their removal on 75 days advance notice from the Museum. Alternatively, if the Trustees determine to use one or both of the billboards to advertise the Museum when it opens, the County will relinquish the billboard(s) including the DOT permit to the Museum on 75 days advance notice from the Museum.

Handwritten signature and initials, possibly "AFH" and "JB", in the bottom right corner.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FLORIDA AGRICULTURAL
MUSEUM, INC.

By Bruce A. Maguire
Bruce A. Maguire, Chairman

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

By James A. Darby 6.25.97
James A. Darby, Chairman

WITNESSES:

Jeane B. Chappell
Printed Jeane B. Chappell

WITNESSES:

Albert J. Hadeed
Printed ALBERT J. HADEED

Doyle Conner
Printed Doyle Conner

Phyllis D. Hirschi
Printed PHYLLIS D. HIRSCHI

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 26th day of June, 1997, by Bruce A. Maguire, Chairman of The Florida Agricultural Museum, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced PERS. KNOWN as identification.

Barbara S. Revels
Printed Barbara S. Revels
Notary Public, County and State aforesaid
Serial No:
My commission expires:

(Notarial Seal)



BARBARA S REVELS
My Commission CC610094
Expires Dec. 02, 1999

[Handwritten initials]

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by James A. Darby, Chairman of the Flagler County Board of County Commissioners, a body corporate and politic, on behalf of the board. He is personally known to me.

Phyllis D. Hirschi

Printed Phyllis D. Hirschi
Notary Public, County and State aforesaid

Serial No.:

My commission expires:

(Notarial Seal)



Phyllis D. Hirschi
MY COMMISSION # CC610083 EXPIRES
January 18, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

[Handwritten signature]
[Handwritten initials]

Exhibit C

COPC Ordinance 2013-_____

Deannexation/Contraction of Agricultural Museum

EXHIBIT C TO INTERLOCAL AGREEMENT
ORDINANCE NO. 2013-____
FLORIDA AGRICULTURAL MUSEUM CONTRACTION/DEANNEXATION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 388.8 ACRES MORE OR LESS OF REAL PROPERTY, AS WELL AS A STRIP OF INTERSTATE 95 RIGHT-OF-WAY, GENERALLY LOCATED NORTH OF OLD KINGS ROAD AND EAST OF U.S. HIGHWAY 1, MORE PARTICULARLY AND LEGALLY DESCRIBED IN ORDINANCE EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTY FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the FLORIDA AGRICULTURAL MUSEUM, INC., hereinafter MUSEUM, owns eight parcels identified by Flagler County Tax Parcel ID Numbers: 09-10-30-0000-01010-0021, 10-10-30-0000-01010-0031, 15-10-30-0000-01010-0011, 16-10-30-0000-01020-0010, 16-10-30-0000-01020-0000, 09-10-30-0000-01010-0000, 47-10-30-0000-01010-0012, and 47-10-30-0000-01010-0011 (together approximately 388.8 acres) hereafter the "Subject Properties," such properties described in Ordinance Exhibit A and illustrated in Ordinance Exhibit B, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Palm Coast; and

WHEREAS, the CITY OF PALM COAST, hereinafter PALM COAST, annexed the Subject Properties by Ordinance # 2003-28 on October 27, 2003; and

WHEREAS, PALM COAST, the MUSEUM, and Flagler County have executed an Interlocal Agreement mutually supporting the future growth and development of the MUSEUM, and deannexation of the Subject Properties is among the terms of the Interlocal Agreement; and

WHEREAS, the City wishes to deannex the Subject Properties, as well as a 165' strip of Interstate 95 right-of-way along the eastern edge of the



Subject Properties, as illustrated in Ordinance Exhibit B, consistent with Chapter 171.052, F.S. Criteria for Contraction of Municipal Boundaries; and

WHEREAS, the Subject Properties are not developed for urban purposes; and

WHEREAS, the Subject Properties do not lie between the City and an area to be served by the City water or sewer service; and

WHEREAS, the Subject Properties are not adjacent on at least 60 percent of their combined external boundaries to the municipal boundary and areas developed for urban purposes; and

WHEREAS, the Subject Properties are better served by Flagler County for zoning and land development regulation; and

WHEREAS, the contraction of the Subject Properties and adjacent right-of-way will not result in a portion of the City becoming noncontiguous with the rest of the municipality; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Palm Coast, the City Council of the City of Palm Coast desires to contract the Subject Properties from the municipal boundaries of the City of Palm Coast; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Palm Coast, contained in Palm Coast Charter, Part I, Section 9(1), shall be redefined to exclude the subject real property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Contraction of Subject Properties. The Subject Properties and adjacent right-of-way as illustrated in Ordinance Exhibit B shall be and is hereby deannexed from the City of Palm Coast, Florida. These Subject Properties and the adjacent right-of-way are described in Ordinance Exhibit A and illustrated in Ordinance Exhibit B. The Subject Properties and adjacent right-of-way shall be excluded from the existing boundaries of the City of Palm Coast, Florida, from the effective date of this ordinance.



Section 3. City Boundaries Redefined; Palm Coast Charter Amended. Pursuant to Section 166.031(3), *Florida Statutes*, and Section 171.091, *Florida Statutes*, the City of Palm Coast Charter is hereby amended to redefine the corporate boundaries of the City of Palm Coast to exclude the Subject Properties described in Section 2 of this Ordinance and any public rights-of-way included in the area described in Ordinance Exhibit C. The City Clerk shall file the revised Palm Coast Charter, Part I, Section 9(1), with the Department of State within thirty (30) days from the effective date of this Ordinance. The City Clerk shall also file this Ordinance with the Clerk of the Circuit Court of Flagler County, the Chief Administrator of Flagler County, and the Department of State within seven (7) days of the effective date.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

APPROVED on first reading the ____ day of _____ 2013, at a public hearing.

ADOPTED on the second reading the ____ day of _____ 2013, at a public hearing.

CITY OF PALM COAST, FLORIDA

JON NETTS, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

EXHIBIT A to
ORDINANCE 2013-___

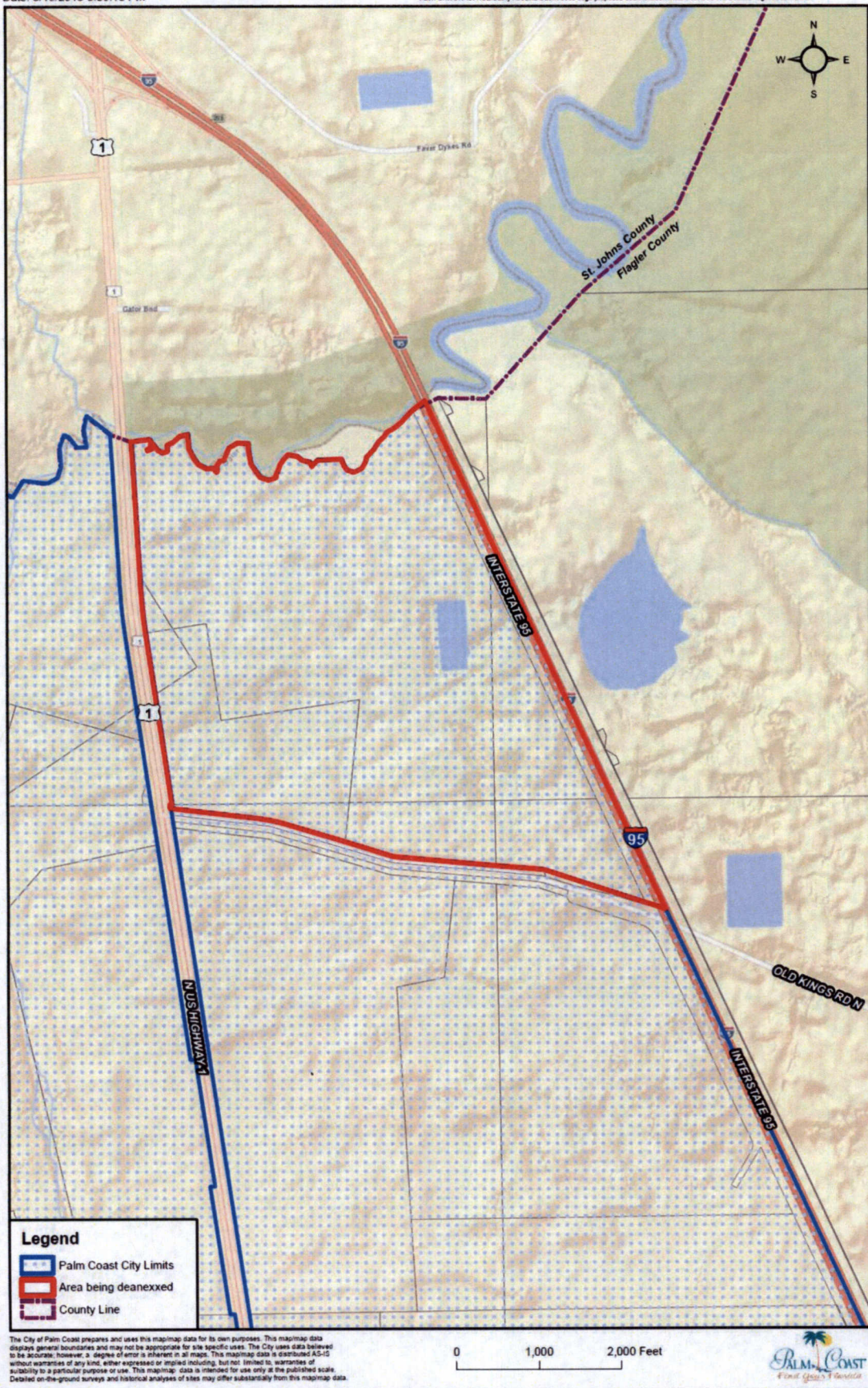
A parcel of land bounded on the north by the center of Pellicer Creek, bounded on the west by U.S. Highway No. 1 (225' R.O.W.) and bounded on the east by Interstate 95 (300' R.O.W.) and located within Government Sections 9, 10, 15, 16 and 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a POINT OF REFERENCE being the southwest corner of Government Section 10, Township 10 South, Range 30 East, thence North 89°12'48" East along the south line of Section 10 a distance of 1076.18 feet to a point on the westerly right-of-way line of Interstate 95 and the POINT OF BEGINNING of this description, thence departing said section line South 25°15'02" East a distance of 1197.68 feet; thence departing Interstate 95 North 71°59'33" West a distance of 1131.92 feet; thence North 84°40'51" West a distance of 1590.29 feet; thence North 73°28'14" West a distance of 1344.18 feet; thence North 83°05'51" West a distance of 1080.93 feet to a point on the easterly right-of-way line of U.S. Highway No. 1; thence North 08°29'52" West a distance of 35.28 feet; thence North 89°54'13" East a distance of 25.27 feet; thence North 08°29'49" West a distance of 1815.26 feet to a point on a curve, concave easterly; thence northerly a distance of 501.71 feet along the arc of said curve to the right having a central angle of 05°07'44", a radius of 5604.65 feet, a chord bearing of North 05°55'55" West and a chord distance of 501.55 feet to a point of tangency; thence North 03°22'03" West along the easterly right-of-way line of U.S. Highway No. 1 a distance of 1499.65 feet more or less to a point on the Mean High Water Line of Pellicer Creek; thence along the Mean High Water Line the following courses; North 80°41'19" East a distance of 74.32 feet; North 82°38'25" East 120.17 feet; South 39°07'10" East a distance of 33.88 feet; South 15°41'26" West a distance of 42.05 feet; South 38°50'22" East a distance of 23.54 feet; South 68°20'15" West a distance of 52.64 feet; South 17°47'43" East a distance of 13.68 feet; North 67°55'58" East a distance of 56.62 feet; North 23°51'55" East a distance of 18.55 feet; North 42°51'09" West a distance of 25.39'; North 67°49'14" East a distance of 20.09 feet; South 37°47'20" East a distance of 79.07 feet; South 61°10'22" East a distance of 57.15 feet; North 71°14'49" East a distance of 54.88 feet; North 02°37'44" West a distance of 65.39 feet; North 66°54'21" East 65.59 feet; North 46°53'40" East a distance of 39.49 feet; North 49°25'53" East a distance of 54.49 feet; North 74°32'33" East a distance of 88.46 feet; South 05°05'07" East a distance of 151.48 feet; South 26°16'30" East 108.59 feet; South 35°40'46" East a distance of 84.26 feet; South 62°40'17" East a distance of 96.43 feet; North 85°50'13" East a distance of 74.82 feet; South 35°12'36" East a distance of 50.91 feet; North 52°03'26" East 14.02 feet; North 08°31'55" West a distance of 56.53 feet; North 35°38'42" East a distance of 62.21 feet; North 80°53'32" East a distance of 38.04 feet; North 23°50'21" East a distance of 140.24 feet; North 59°19'54" East a distance of 103.99 feet; South 87°07'47" East 116.73 feet; south 02°17'08" East a distance of 72.06 feet; South 09°45'54" East a distance of 146.45 feet; South 35°06'25" East a distance of 165.17 feet; South 70°56'23" East a distance of 72.51 feet; South 67°15'16" East a distance of 24.62 feet; North 72°07'09" East a distance of 56.84 feet; North 65°42'00" East a distance of 30.03 feet; North 09°49'53" West a distance



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Parcel containing 379.1141 acres more or less.



(Handwritten signature)

**MEMORANDUM OF AGREEMENT BETWEEN FLAGLER COUNTY,
FLORIDA AND THE FLORIDA AGRICULTURAL MUSEUM, INC. FOR
IMPLEMENTATION OF CAPITAL IMPROVEMENTS**

THIS AGREEMENT is made and entered into this 26TH day of JANUARY, 2016 between Flagler County, Florida, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110 (the "County") and the Florida Agricultural Museum, Inc., a non-profit corporation of the State of Florida, whose address is 7900 North Old Kings Road, Palm Coast, Florida 32137 (the "Museum").

WITNESSETH:

WHEREAS, the Museum is a not-for-profit corporation which operates the State of Florida's designated museum of agriculture and rural history pursuant to §570.692, Florida Statutes, on that certain piece of property further described in Exhibit "A" (the "Museum Property") attached hereto and incorporated herein by reference; and,

WHEREAS, the Museum provides services and programs that provide educational, recreational, and cultural benefits for the citizens of the County and the State of Florida, as well as visitors from other areas; and,

WHEREAS, the Museum is a generator of tourism to the County, and is considered an asset to the community by the County; and,

WHEREAS, during the 2014 Florida Legislative Session, the State of Florida (the "State") appropriated funding in the amount of five hundred thousand dollars (\$500,000) to support capital projects at the Museum in order to stimulate the Museum's growth; and,

WHEREAS, the Museum desires to allow Flagler County to administer these capital projects on behalf of the Museum; and

WHEREAS, the County is committed to supporting the best interests of the Museum with respect to its future growth and development; and,

WHEREAS, on June 25, 1997, the Museum and the County entered into an agreement (attached hereto as "Exhibit B") whereby the County agreed to provide certain services to support the growth of the Museum in Flagler County;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the County and the Museum agree as follows:

SECTION 1: RECITALS

The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the mutual arrangements between the County and the Museum with respect to the County's assistance in implementing certain capital improvement projects associated with funds appropriated by the Florida Legislature during the 2014 Florida Legislative Session.

SECTION 3: AUTHORIZATION TO ENTER INTO CONTRACT

The Museum hereby agrees to allow Flagler County to directly enter into a Contractual Services Agreement (attached hereto as Exhibit "C") with the Florida Department of Agriculture and Consumer Services (the "Department") specifying the services to be provided by Flagler County using the appropriated State funds described herein.

SECTION 4: USE OF FUNDS

The County shall utilize the funds appropriated as described in this Agreement subject to the approval of plans by the Board of Trustees and in accordance with the Scope of Work, which is attached to the Contractual Services Agreement and is incorporated herein by reference.

SECTION 5: TEMPORARY ACCESS LICENSE

The Museum does hereby grant and convey to the County, its contractors and/or other agents, a temporary, non-exclusive license in, on, across and through the Museum Property for the sole purpose of conducting work on projects associated with the approved Scope of Work. The term of this License shall commence on the effective date of this Agreement and shall terminate on the date the Department certifies the satisfactory completion of all projects to be performed pursuant to the Contractual Services Agreement.

SECTION 6: AGENT FOR PERMIT APPLICATIONS

The Museum agrees that the County shall be empowered under this Agreement to serve as an authorized agent in obtaining the appropriate permits through the County or other district, state, or federal agencies as applicable for activities associated with the approved Scope of Work which require such permits. The Museum further agrees that the Chairperson of its Board of Trustees is authorized to co-sign on such permit applications as requested by the County and as may be required by the permitting agency. The County shall provide a copy of all permits obtained hereunder to the Museum.

SECTION 7. REPRESENTATIONS

As a material inducement to the Museum to enter into this Agreement, Flagler County makes the following representations, covenants, and warranties:

- a. Flagler County maintains appropriate types and levels of liability insurance coverage over its operations.

- b. When using outside contractors or other agents, Flagler County requires such contractors to be insured in accordance with the provisions of the Flagler County Purchasing Policy (Policy No. 02-01, Rev. May 4, 2009).
- c. The County shall take full responsibility for the administration of grant and contract agreements with the State in accordance with this Agreement.

SECTION 8. SOVEREIGN IMMUNITY

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the County for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 9: TERM/TERMINATION

This Agreement shall be effective as of the date this Agreement is executed by the parties hereto and shall terminate on the date the Department certifies the satisfactory completion of all projects to be performed pursuant to the Contractual Services Agreement, subject to the following provisions:

- a. This Agreement may be terminated at any time upon mutual written consent of both parties.
- b. This Agreement may be terminated unilaterally by the County immediately upon written notice of termination if the Contractual Services Agreement is terminated for any reason.
- c. Record-keeping requirements related to the Contractual Services Agreement shall survive any termination of this Agreement.

SECTION 10: SEVERABILITY

If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

SECTION 11: NOTICES

Notices relating to this Agreement, unless expressly provided for otherwise, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

To: Flagler County
Attn: County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

To: Florida Agricultural Museum
Attn: Executive Director
7900 N. Old Kings Road
Palm Coast, FL 32137

SECTION 12: HEADINGS

All section and descriptive headings in this Agreement are inserted and intended for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 13: COUNTERPARTS

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

SECTION 14: ENTIRE AGREEMENT AND ASSIGNMENT

This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives. No party shall assign the Agreement, or any interest herein, without the express written consent of the other party.

SECTION 15: FORCE MAJEURE

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the party seeking relief under this Section.

SECTION 16. TIME IS OF THE ESSENCE

Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

SECTION 17. APPLICABLE LAW/VENUE

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Florida law shall govern the interpretation and enforcement of this Agreement. Venue for any dispute resulting from this Agreement shall be in Flagler County, Florida.

SECTION 18. BINDING EFFECT

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 19. ATTORNEYS' FEES

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall pay its own attorney's fees, including paralegal fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding.

<<SIGNATURE PAGE TO FOLLOW>>

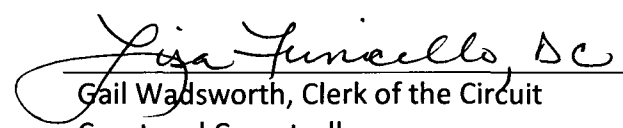
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed.

FLAGLER COUNTY, FLORIDA SEC. APPROVED: 12-15-14


Frank Meeker, Chairman

ATTEST:

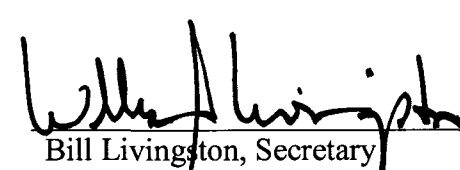
APPROVED AS TO FORM:


Gail Wadsworth, Clerk of the Circuit
Court and Comptroller


Albert J. Hadeed, County Attorney

ATTEST:

FLORIDA AGRICULTURAL
MUSEUM, INC.


Bill Livingston, Secretary

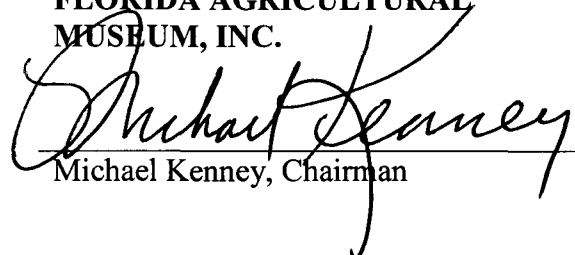

Michael Kenney, Chairman

EXHIBIT A

FAM Property Description/Map

EXHIBIT A – Property Description and Map

A parcel of land bounded on the north by the center of Pellicer Creek, bounded on the west by U.S. Highway No. 1 (225' R.O.W.) and bounded on the east by Interstate 95 (300' R.O.W.) and located within Government Sections 9, 10, 15, 16 and 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

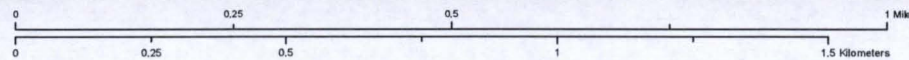
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Parcel containing 3 79.1141 acres more or less.

Florida Agricultural Museum - Location Map



Florida Agricultural Museum Property



This product has been compiled from the most accurate source data from Flagler County Government. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Flagler County assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.



EXHIBIT B

1997 County/FAM Agreement

AGREEMENT

This Agreement is entered into as of the 25th day of June, 1997, by and between **THE FLORIDA AGRICULTURAL MUSEUM, INC.**, a Florida corporation not for profit (hereinafter referred to as the "Museum") and **FLAGLER COUNTY, FLORIDA**, a body corporate and politic (hereinafter referred to as the "County").

W I T N E S S E T H: That,

WHEREAS, the Museum has selected certain property (the "Property") located in Flagler County, Florida, within the Princess Place/Pellicer Creek Corridor, upon which it intends to construct and operate the State's principal agricultural museum depicting Florida's agricultural history and practices, and

WHEREAS, in order to induce the Museum to locate the facility on the Property, on or about the date of this Agreement the County has conveyed the Property to the Museum, and the County has offered to provide certain other services as more particularly set forth herein, and

WHEREAS, the County has codified its undertakings in a duly adopted Resolution, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

The County agrees to provide the following.

- (a) In-kind clearing and site preparation work for the agricultural museum to at least rough grade, including "free forming" the borrow pit retention pond as well as constructing berms to abate visual and sound intrusion, all in accordance with the plans therefor prepared by the Museum. The County and the Museum shall coordinate the timing of such services to correspond with the Museum's needs.
- (b) Funds for construction of infrastructure improvements for the agricultural museum facilities, which shall be provided from the County's allotment for economic development grant funding under the Community Development Block Grant program. Such funds may only be utilized in accordance with the terms of the grant and authorizing statutes and rules, and must be utilized in fiscal years 1996-1997 or 1997-1998. The amount of the funds so utilized shall be determined by the needs of the Museum, but shall not exceed \$500,000. Such funds shall be paid to the Museum in accordance with the grant requirements.

- (c) Pay to or for the benefit of the Museum \$50,000 in Tourist Development funds for use in landscaping enhancements on the U.S. Highway 1 gateway into Flagler County and for the entrances to the agricultural museum. Such amounts shall be paid as such landscaping work progresses based upon invoices submitted by the Museum. The County may, at its option, use this funding for the purpose of obtaining matching state funds. The funds shall be disbursed in accordance with the terms of the grant.
- (d) Pay or waive all County enacted impact fees and building permit fees applicable to the construction of the agricultural museum. In addition, the County will use reasonable diligence and good faith efforts to expedite County permitting for the agricultural museum.
- (e) Within two years after commencement of construction on the agricultural museum, the County will complete improvements to Old Kings Road from Palm Coast to U.S. Highway 1 which shall include, but are not limited to, repaving such roadway and constructing separated bike paths and equestrian paths along the roadway's length, using varied funding sources.
- (f) Beginning on the date hereof and continuing until construction of the agricultural museum has been completed, the Museum shall have the right, at no cost or charge, to utilize so much of the Island Estate and the surrounding 35 acres as the Museum, from time to time, desires, for a conference center, interim headquarters and storage. During such use, the Museum shall pay for all utilities utilized by it, and the County shall pay for all maintenance of such properties and shall maintain any insurance on such properties desired by the County. The Museum shall not be required to pay any rent or other fee for such usage.
- (g) The County will also participate as a local government signatory or co-applicant in any grant application filed for the purpose of developing the agricultural museum facility, exhibits or programs.
- (h) Flagler County agrees to purchase the two billboard structures located on the Project Site, including purchase of the associated DOT permits and the billboard leases. Flagler County shall be solely responsible for maintaining and managing the billboard structures and the leases, including all costs associated with their operation. Flagler County shall retain the revenue stream from the billboards to subsidize its land acquisition efforts on behalf of the Museum. One or both billboards will be taken down at such time as development of the Museum requires their removal on 75 days advance notice from the Museum. Alternatively, if the Trustees determine to use one or both of the billboards to advertise the Museum when it opens, the County will relinquish the billboard(s) including the DOT permit to the Museum on 75 days advance notice from the Museum.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FLORIDA AGRICULTURAL
MUSEUM, INC.

By *Bruce A. Maguire*
Bruce A. Maguire, Chairman

WITNESSES:

Jane B. Chappell
Printed Jane B. Chappell

Doyle Conner
Printed Doyle Conner

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

6.25.97
By *James A. Darby*
James A. Darby, Chairman

WITNESSES:

Albert J. Hedeed
Printed ALBERT J. HADEED

Phyllis D. Hirschi
Printed PHYLLIS D. HIRSCHI

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 26th day of June, 1997, by Bruce A. Maguire, Chairman of The Florida Agricultural Museum, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced pass. known as identification.

Barbara S. Revels
Printed Barbara S. Revels
Notary Public, County and State aforesaid
Serial No:
My commission expires:

(Notarial Seal)



BARBARA S. REVELS
My Commission CC510084
Expires Dec. 02, 1999

AM

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by James A. Darby, Chairman of the Flagler County Board of County Commissioners, a body corporate and politic, on behalf of the board. He is personally known to me.

Phyllis D. Hirschi

Printed Phyllis D. Hirschi
Notary Public, County and State aforesaid
Serial No.:
My commission expires:

(Notarial Seal)



Phyllis D. Hirschi
MY COMMISSION # CC610063 EXPIRES
January 18, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

[Handwritten signature]

EXHIBIT C

2014 County/DACS Agreement



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #

021785

CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the DEPARTMENT, and Flagler County Board of County Commissioners, the CONTRACTOR.

CONTRACT PERIOD: Upon execution through December 31, 2015.

The CONTRACTOR agrees to provide the following services including the tasks required to be performed:
Equestrian center and RV park renovations, entry road and shell parking renovations, internal road network renovations, exhibit relocations, internal fencing and signage additions. To include survey, design and permitting costs per Exhibit A hereby incorporated and attached hereto.

The CONTRACTOR must provide the following quantifiable, measureable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Receipt of copies of the executed A/E and construction contracts, schedule of values and anticipated releases. The construction manager shall provide certification of percentage of construction completion with each invoice requesting disbursement hereunder, together with documentation substantiating the certification. Certificate of Occupancy and certification of lien-free completion shall be provided upon completion.

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law.
Neither the CONTRACTOR nor any individual employed under

this contract shall have any proprietary interest in the product.

- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by CONTRACTOR pursuant to a previous Contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services:
Consultation as requested.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 72120000.

The DEPARTMENT will pay the CONTRACTOR not to exceed \$500,000.00 as follows: Upon contract execution contractor may submit a written request for an advance payment of up to 3-months of foreseeable expenses. The contractor must provide back-up documentation to the contract manager, which substantiates and justifies the advance payment, prior to submission of the next invoice. The remaining funds will be released upon receipt of detailed invoices and supporting documentation certified by the construction manager as being consistent with the schedule of values and the percentage of construction completion as of the date of the invoice. Invoices shall not be submitted more frequently than monthly. The remaining funds will be released upon receipt of Certificate of Occupancy.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT As required, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30-days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon

termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with

provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
 - (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state

agency Inspector General, the Auditor General, or any other state official.

- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the Nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

- (b) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- G. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request.

The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
 - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
 - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the DEPARTMENT to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through the DEPARTMENT by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800

- (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the DEPARTMENT at the following address:

The Department of Agriculture
and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

- F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are

made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
 - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
 - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by

contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the DEPARTMENT is Craig Christ and is located at 407 South Calhoun Street, Suite 513 Tallahassee, Florida 32399-0800.

The Contract Manager for the CONTRACTOR is Craig Coffey and is located at 1769 East Moody Blvd., Building 2, Bunnell, Florida 32110.

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE CONTRACTOR
AND CONSUMER SERVICES



Signature

Director of Administration

Title

12-8-11

Date

Signature

Title

Date



EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –42.032
\$ 500,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

DFS-A2-CL
July 2005
Rule 691-5.006,FAC

Flagler County, Florida
Contractual Services Agreement with Florida Department of Agriculture and Consumer Services
Exhibit A Scope of Work

Scope of Work		
Item:	Deliverables:	Budget:
Florida Agricultural Museum Equestrian Center and RV Park (Phase 1)	<ul style="list-style-type: none"> • Phase 1 stables and paddock areas • "Round pen" or "turn-out" area for equestrian campers • Relocation/installation of fencing • Entry road to equestrian area from Old Kings Road • Up to 10 RV pad sites with electrical hookups, non-potable water connections, and waste holding tank (as project budget allows) 	\$200,000
Entry road and shell parking (Phase 1)	<ul style="list-style-type: none"> • Paved apron from Old Kings Road to shell driveway • Shell driveway leading to internal loop road system • Unpaved parking area with at least 150 spaces 	\$100,000
Internal road network (Phase 1)	<ul style="list-style-type: none"> • "Inner loop" road – approximately ¾ mile, 16'-18' shell pathways • "Outer loop" road – 16'-18' shell pathways (portions to be constructed as project budget allows) 	\$80,000
Exhibit relocation	<ul style="list-style-type: none"> • Relocation of Traxler Commissary building to main Museum area • Relocation of Espanola Post Office building to main Museum area 	\$40,000
Survey/design/permitting	<ul style="list-style-type: none"> • Survey portion of Museum property • Specialty/environmental consulting as required for projects listed in this Scope of Work • Design and engineering plans for projects listed in this Scope of Work • Permits for projects listed in this Scope of Work 	\$60,000
Internal signage/fencing	<ul style="list-style-type: none"> • Design/production of internal wayfinding and/or interpretive signage on Museum property • Fenced walkway from parking area to Museum admissions area 	\$20,000
Total:		\$500,000