

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS/AGENDA ITEM #8d**

SUBJECT: Memorandum of Agreement Between Flagler County and Whispering Meadows Ranch to Enter a Public Private Partnership for the Provision of Equine Therapy Services at the Flagler County Fairgrounds.

DATE OF MEETING: July 12, 2021

OVERVIEW/SUMMARY: The Board tabled the Semi-Public Use application of the Whispering Meadows Ranch at the May 17, 2021, regular meeting to provide time for a resolution that makes a Semi-Public Use unnecessary for the John Anderson Highway property. (Application #3239 – Semi-Public Use in the Rural Residential District for Equine Therapy at 5011 John Anderson Highway). Subsequently, County staff identified an unused portion of the County Fairgrounds as a potential site for relocation of the Whispering Meadows Ranch. At the June 7, 2021, regular meeting, staff outlined several procedural steps necessary to authorize use of the Fairgrounds. The Board again postponed decision on the Semi-Public Use application to provide staff and the applicant time to develop a more definitive path to completing the prerequisites. The steps are as follows:

- 1) Approval of use by Florida Department of Environmental Protection (DEP), on behalf of the Trustees of the Internal Improvement Trust Fund from whom the County leases the Fairgrounds under a 99-year lease;
- 2) Amendment of the Management Plan of the Fairgrounds property to account for the equine therapy use of the site;
- 3) Amend the Interlocal Agreement with the School District, which subleases a portion of the Fairgrounds for use by the Future Farmers of America (FFA) to clarify the FFA's footprint adjacent to the proposed Whispering Meadows Ranch operation;
- 4) Approval of a Semi-Public Use, site plan and use agreement for the equine therapy program at the Fairgrounds;
- 5) Completion of site work, including land clearing, utility installation, and driveway connection; and
- 6) Vertical construction of improvements, including stables/barns, paddocks, landscaping, fencing, and caretaker housing.

The County has made progress on items one through four and has prepared a Memorandum of Agreement (MOA) to clarify the obligations of the parties and the path forward. The MOA memorializes the County's executive decision to hold the semi-public use application in abeyance. The other provisions of the MOA are legislative or policy based and lay out a "road map" to eventually entering into a public private partnership for the provision of therapeutic equine services at the Fairgrounds. Other details – including the responsibility for permitting, construction, and maintenance of improvements – will be outlined partnership document or the lease document, and will be subject to Board approval.

DEPARTMENT CONTACT:

Growth Management	Adam Mengel (386) 313-4065
Land Management	Tim Telfer (386) 313-4040
County Attorney's Office	Sean Moylan (386) 313-4056

RECOMMENDATION: Approve the Memorandum of Agreement between Flagler County and Whispering Meadows Ranch establishing a framework for a Public Private Partnership to provide equine therapy services on the Fairgrounds property.

ATTACHMENTS:

1. Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN FLAGLER COUNTY AND
WHISPERING MEADOWS RANCH**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida (“County”), and the Whispering Meadows Ranch, Inc., a Florida not for profit corporation (“Ranch”).

I. RECITALS. The following material facts are true and correct and form the basis of the agreement upon which the parties rely:

1. The Ranch is a not for profit corporation dedicated to enriching the lives of children and veterans with disabilities and special needs through therapeutic horseback riding, horsemanship, and related equine-related activities in a safe and nurturing environment (“Therapeutic Services”).
2. There is a deficit of available providers of such Therapeutic Services within Flagler County coupled with a demonstrable need for such services, which serve a significant governmental interest in improving the physical, mental, and emotional wellbeing of disabled and special needs individuals.
3. In January 2021, the Ranch applied to the County for a semi-public use approval under the County’s Land Development Code to provide the Therapeutic Services at 5011 John Anderson Highway. At the April 13, 2021, Planning and Development Board hearing, several neighbors objected to the Ranch’s operation in a residentially zoned district.
4. Subsequent to the Planning and Development Board hearing and prior to the scheduled hearing before the County Commission, County staff and the Ranch identified an unused portion of the Flagler County Fairgrounds, at 150 Sawgrass Road in Bunnell, as a potential new site for the Ranch’s operation (“Site”).
5. The Site is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to the County through the Division of State Lands, Department of Environmental Protection (“State”). The use of the Site is also subject to the terms of a Management Plan promulgated by the State.
6. The County has an interlocal agreement with the Flagler County School District whereby the Future Farmers of America (“FFA”) utilize a portion of the Fairgrounds for educational purposes. The interlocal agreement will need to be amended or clarified to identify the specific areas to be utilized by the FFA and the Ranch.

II. AGREEMENT.

1. The parties covenant to cooperate to accomplish the goals of this MOA, including by executing any documents necessary to effectuate the steps outlined in this MOA.
2. The County will request approval from the State for use of the Fairgrounds site for the provision of Therapeutic Services by the Ranch. If approved, the County will work with the State to amend the Management Plan to account for the new use of a portion of the Site. It is expressly understood that the use of the Site is completely within the discretion of the State and that if the State does not consent to the Ranch's use of the Site, this MOA will terminate without further action of the parties hereto.
3. Should the State approve the Ranch's use of the Site, the County will seek to amend or clarify its interlocal agreement with the Flagler County School District to ensure the operations of the Ranch do not interfere with the quiet use and enjoyment of an adjacent portion of the Fairgrounds by the FFA.
4. The County will provide central water and wastewater infrastructure and electrical power to part of the Ranch's future Site that is closest to the existing utility infrastructure. The County may install a water well and onsite sewage disposal system if the installation of central water and wastewater infrastructure is not feasible.
5. The County will consider a semi-public use application for the Ranch's use of the Site, approval of which will not be unreasonably denied, but which may be reasonably conditioned to account for impacts of the Ranch's operations on the surrounding area. As part of the semi-public use application, the Ranch will submit a conceptual site plan.
6. Once the foregoing steps are achieved, the parties will enter into a long term public-private partnership use agreement to describe their respective obligations regarding the Ranch's use of the Site. The Ranch will be responsible for all horizontal site work and vertical construction generally in conformance with the conceptual site plan. All such work will be in compliance with all applicable laws, rules, regulations and permits, as well as in compliance with the Management Plan.
7. Time is of the essence with all of the obligations herein. The parties agree to work diligently to achieve the purpose of this MOA. The County agrees to hold in abeyance the pendency of the application for semi-public use approval for the 5011 John Anderson Highway site as long as this MOA remains in effect and the parties are diligently pursuing its implementation.

III. LIABILITY. Each party will be responsible for its own acts and omissions, as well as that of their respective employees and agents, in carrying out their respective obligations under this MOA.

IV. TERM AND TERMINATION. This MOA will take effect upon the date of the last party to execute below and will terminate on December 31, 2021, unless extended by a written instrument executed by both parties. Either party may terminate this MOA by providing the other party thirty days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this MOA by their duly authorized representatives on the date/s indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Donald T. O'Brien, Jr., Chair

Date

APPROVED AS TO FORM:

Sean S. Moylan, Assistant County Attorney

ATTEST:

Tom Bexley, Clerk of the Circuit
Court & Comptroller

[Signature Page to Follow.]

**WHISPERING MEADOWS RANCH,
INC.**

ATTEST:

Signature

Print Name, Title

Richard Davis Sr., Director

Date