

**RESOLUTION NO. 2024-74**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO ENTER INTO A ONE TIME FUNDING AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE FLORIDA STATE PARKS FOUNDATION IN AN AMOUNT NOT TO EXCEED \$200,000.**

**WHEREAS**, each year St. Johns County utilizes Tourist Development Tax Revenue to provide funding support for the development and management of tourism programs and services for the economic benefit of the residents and businesses of St. Johns County; and

**WHEREAS**, the Florida State Parks Foundation is working in partnership with Fort Mose Historic State Park to reconstruct the 1738 rendition of historic Fort Mose, a project which is anticipated to cost between \$2.5 million and \$3 million; and

**WHEREAS**, the Board of County Commissioners approved the one time funding allocation from Category II Tourist Development Tax Reserves in an amount not to exceed \$200,000 on October 3, 2023; and

**WHEREAS**, the attached contract sets forth the terms and conditions of the agreement with the Florida State Parks Foundation; and

**WHEREAS**, the Board of County Commissioners has reviewed the terms, conditions and requirements of the agreement and determined that entering into the agreement serves a proper public purpose and is in the best interests of the citizens of St. Johns County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.
2. The Board of County Commissioners (“Board”) hereby approves the terms, provisions, conditions, and requirements of the Agreement providing funding.
3. The Board authorizes the County Administrator, or designee, to execute the Agreement Extension on behalf of the County in an amount not to exceed \$200,000.
4. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20th day of February 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Sarah Arnold, Chair

**ATTEST:** Brandon J. Patty, Clerk of the  
Circuit Court & Comptroller

Crystal Smith  
Deputy Clerk

Rendition Date: FEB 20 2024



**ST. JOHNS COUNTY  
FUNDING AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **St. Johns County, Florida**, a political subdivision of the State of Florida (“**County**”), by and through its Board of County Commissioners, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and **Florida State Park Foundation, Inc.** a not-for-profit corporation organized and existing under the laws of the State of Florida whose primary business address is 1700 North Monroe Street, Suite 11 #200 Tallahassee Florida 32303.

**RECITALS:**

**WHEREAS**, each year St. Johns County utilizes Tourist Development Tax Revenue to provide funding support for the development and management of tourism programs and services for the economic benefit of the residents and businesses of St. Johns County; and

**WHEREAS**, the Florida State Parks Foundation is working in partnership with Fort Mose Historic State Park to reconstruct the 1738 rendition of historic Fort Mose, a project which is anticipated to cost between \$2.5 million and \$3 million; and

**WHEREAS**, the Board of County Commissioners approved the one time funding allocation from Category II Tourist Development Tax Reserves in an amount not to exceed \$200,000 on October 3, 2024; and

**WHEREAS**, the Board of County Commissioners has reviewed the terms, conditions and requirements of the agreement and determined that entering into the agreement serves a proper public purpose and is in the best interests of the citizens of St. Johns County.

**NOW THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Florida State Parks Foundation agree as follows:

**ARTICLE 1. Incorporation of Recitals.**

The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as findings of fact.

**ARTICLE 2. Duration of Agreement.**

This agreement shall be effective upon execution by both parties and shall terminate on September 30, 2024.

**ARTICLE 3. Obligation of the County.**

The County agrees to provide funding to Florida State Parks Foundation in the

amount of two hundred thousand dollars (\$200,000). Payment shall be made in a lump sum upon execution of this agreement.

**ARTICLE 4. Obligation of the Florida State Park Foundation.**

The Florida State Parks Foundation shall utilize the two hundred thousand dollar (\$200,000) payment for the reconstruction of the 1738 Fort Mose fort structure.

**ARTICLE 5. Retention, Auditing, and Review of Records.**

The Florida State Park Foundation shall retain all supporting documentation and any other records necessary to document its expenditures of the funds for 5 years from the termination or expiration of this agreement. If any litigation, claim, negotiation, audit, or other action involving records is initiated prior to the expiration of the 5-year period, the records shall be retained for one year after the final resolution of the action.

The Florida State Park Foundation Authorizes the County to review, inspect and/or audit its books and records in order to determine whether compliance has been achieved with respect to the provisions of this agreement. It is specifically noted that Florida State Parks Foundation is under no duty to provide access to documentation not related to this agreement or that is otherwise protected by local, state or federal law.

**ARTICLE 6. Disallowance of Funds.**

If the Florida State Park Foundation fails to comply with one or more of the requirements in this agreement or if, as a result of review, inspection, or audit, the Florida State Park Foundation cannot provide documentation of expenses or it is determined that expenses were unallowable the County may, at its sole option, disallow any or all of the funding provided under this agreement. The Florida State Park Foundation shall refund all disallowed fund to the County within 30 days of receipt of written notice from the County regarding the overpayment or non-compliance.

**ARTICLE 7. No Commitment of County Funds.**

This agreement is neither a general obligation of the County nor is it backed by the full faith and credit of the County. The County will make all reasonable efforts to provide funds.

**ARTICLE 8. Notices.**

a. Any notice to the County that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

With copies to:

Tourism and Cultural Development Director  
500 San Sebastian View  
St. Augustine, Florida 32084

Office of the County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

b. Any notice to the Florida State Park Foundation that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Florida State Park Foundation  
Julia Gill Woodward  
Chief Executive Officer  
1700 North Monroe Street, Suite 11 #200  
Tallahassee Florida 32303-5535

With copy to:

Florida State Park Foundation  
Board of Directors  
1700 North Monroe Street, Suite 11 #200  
Tallahassee Florida 32303-5535

c. All other correspondence, not constituting official notice hereunder, may be delivered, disseminated, or submitted by any means acceptable to both parties, specifically including e-mailing.

**ARTICLE 9. Relationship of the County and the Florida State Park Foundation.**

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between the County and the Florida State Park Foundation.

**ARTICLE 10. Use of the County Logo and Publicity.**

1. Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Florida State Park Foundation may not manufacture, use, display or otherwise use any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board of County Commissioners.

2. Use of any County trademarks, service marks and/or trade names by the



Florida State Park Foundation in any marketing, promotional, sponsorship or advertising materials and/or activities shall be subject to pre-approval by the County.

**ARTICLE 11. Compliance with Applicable Regulations and Laws.**

The County and the Florida State Park Foundation shall abide by, and comply with, all applicable Local, State and Federal laws, statutes, rules, regulations, orders, and policies by which that party is legally bound and governed. Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Paragraph 6.

**ARTICLE 12. Non-Discrimination.**

The Florida State Park Foundation shall conform to the following Equal Employment Opportunity Statement: No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole, or in part, with funds made available by the County.

**ARTICLE 13. No Conflict of Interest.**

The Florida State Park Foundation represents and warrants to the County that the Florida State Park Foundation has not employed or retained any elected official, officer or employee of the County in order to secure this Agreement. Moreover, the Florida State Park Foundation represents and warrants to the County that the Florida State Park Foundation has not paid, or offered to pay or agreed to pay any person any fee, commission, percentage, brokerage fee, incentive fee or gift of any kind contingent upon or in connection with securing and executing this Agreement.

**ARTICLE 14. Access to Records.**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this agreement shall be subject to the applicable provisions of the Florida's Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in a possession of a third party.

**ARTICLE 15. Effect of Failure to Insist on Strict Compliance with Conditions.**

The failure of the either party to insist upon strict performance of any term, condition, provision and/or requirement of this Agreement shall not be construed as a waiver of such term, condition, provision and/or requirement on any subsequent occasion.

#### **ARTICLE 16. Indemnification**

The Florida State Park Foundation shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of The Florida State Park Foundation or other persons employed or utilized by The Florida State Park Foundation in the performance of this Agreement

#### **ARTICLE 17. Force Majeure**

Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) if such non-compliance or alleged default occurred or was caused by a Force Majeure Event.

#### **ARTICLE 18. Assignment**

Neither the County nor the Florida State Park Foundation shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

#### **ARTICLE 19. Amendments.**

Both parties acknowledge that this agreement constitutes the complete understanding between the parties. Any modification to this agreement shall be in writing and executed by the duly authorized representatives of each party.

#### **ARTICLE 20. Governing Law and Venue.**

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

#### **ARTICLE 21. Severability.**

If any word, phrase, sentence, part, Article, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**ARTICLE 22. Waiver.**

The failure of either the County or the Florida State Park Foundation to object or to take affirmative action with respect to any conduct of the party that is in breach or violation of the terms, conditions, provisions, or obligations of this Agreement, shall not be construed as a waiver of the violation or breach, or waiver of any future violation, breach, wrongful conduct, or omission.

**ARTICLE 23. Survival.**

Any term, condition, covenant, or obligation, which requires performance by a party subsequent to expiration or termination of this Agreement, shall remain enforceable against such party subsequent to such expiration or termination.

**ARTICLE 24. Headings.**

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

**ARTICLE 25. Authority to Execute.**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

**ARTICLE 26. Execution in Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**[Remainder of Page Intentionally Left Blank]**



**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement on the date and year below written.

St. Johns County, Florida  
by and through its Board of  
County Commissioners

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: Brandon J. Patty, Clerk of the Circuit

Court & Comptroller

\_\_\_\_\_  
Deputy Clerk

Florida State Park Foundation

By: \_\_\_\_\_

Date: \_\_\_\_\_