

RESOLUTION 11-_____

RESOLUTION OF INTENT TO ENTER INTO A CAPITAL LEASE AGREEMENT FOR SPACE LOCATED AT 455 APLEYARD DRIVE, TALLAHASSEE, FL, PURSUANT TO FLA. STAT. §125.38, WITH PENSACOLA CARE, INC., A CORPORATION NOT FOR PROFIT

WHEREAS, Pensacola Care, Inc. ("PCI") is a Florida not-for-profit, 501(c)(3) corporation which operates five facilities for developmentally disabled persons, located in Pensacola, Panama City, Fort Walton Beach, Tampa, and Tallahassee, Florida; and

WHEREAS, each of those facilities has between 59 and 64 residents, and require over 100 employees to operate; and

WHEREAS, PCI's facility located in Tallahassee, known as the "Tallahassee Developmental Center", is licensed by the Florida Agency for Health Care Administration as an Intermediate Care Facility for the Developmentally Disabled; and provides persons with developmental disabilities twenty-four hour care and supervision, as well as training in developmental skill areas (the "Services"); and

WHEREAS, the Tallahassee Developmental Center is located on property located at 455 Appleyard Drive, Tallahassee, Florida, Parcel ID 21-28-51 D0002 (the "Facility"), which includes five acres of land and five buildings; (four living units and one central living-facilities unit) with a total of approximately 28,413 base square feet of space and 2,520 square feet of auxiliary space; and

WHEREAS, Leon County, Florida is the owner of the Facility and PCI's occupation of the Facility and PCI's operation of the Tallahassee Developmental Center at the Facility is pursuant to a lease from Leon County to Escambia County, Florida, and a sub-lease from Escambia County, Florida to PCI; and

WHEREAS, PCI initially acquired the real estate on which the Tallahassee Developmental Center is located and constructed the improvements thereon in 1982, financing such acquisition and construction through the issuance of tax-exempt bonds (the "Initial Bonds"); and

WHEREAS, the Initial Bonds stipulated that, upon the payment of the Initial Bonds, title to the Facility would vest to Leon County, Florida (the "County"); and

WHEREAS, when it became prudent for PCI to refinance the Initial Bonds in 1989, Escambia County issued new bonds (the "Bonds"), and the proceeds of their sale paid off the Initial Bonds, upon which time the title to the Facility vested to the County; and

WHEREAS, as part of the 1989 refinancing transaction, the County leased the Facility to Escambia County, which sub-leased the Facility to PCI (the "Current Lease Agreements"); and

WHEREAS, the Current Lease Agreements will terminate when the Bonds are paid in full, which is anticipated to occur on or about July 1, 2011; at which time PCI will be required to vacate the Facility unless its rights of possession are otherwise extended; and

WHEREAS, if PCI were required to vacate the Facility, the residents would need to be relocated, which would create trauma and upheaval in the lives of people who are poorly equipped to cope with such change, and would also result in the termination of employment of approximately 100 PCI employees who are residents of the County and surrounding counties; and

WHEREAS, the Board of County Commissioners (the "Board") of the County has determined that it is the County's best interest not to require PCI to vacate the Facility, but rather to enable PCI to continue to provide Services at the Facility and that such provision of Services at the Facility represents a valid public purpose; and

WHEREAS, PCI constructed, and has exclusively managed and operated the Facility, to provide Services through the Tallahassee Developmental Center since its inception; and

WHEREAS, to the County's knowledge, PCI has complied with the terms and conditions of the Current Lease Agreements; and

WHEREAS, PCI seeks to continue to manage and operate the Facility to provide Services through the Tallahassee Developmental Center subsequent to the expiration of the Current Lease Agreements; and

WHEREAS, the County and PCI are desirous of setting forth their understandings in a written agreement (the "Agreement") regarding PCI's continued rights to possess, manage and operate the Facility to provide Services; and

WHEREAS, the Board has determined that a lease of the Facilities to PCI, with an option for PCI's ownership of the Facility upon PCI's satisfaction of the terms and conditions set forth in the Agreement, is required for Services at the Facility to continue and that such space is not needed for any other County purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this ____ day of _____, 2011, as follows:

1. PCI is a corporation not for profit within the meaning of Section 125.38, Florida Statutes, and PCI's use of the Facility to provide the Services promotes community interest and welfare within the meaning of Section 125.38, Florida Statutes.
2. The Facility is required for such use by PCI and the Facility is not projected to be needed for County purposes during the term of the Agreement approved by this Resolution.
3. Pursuant to Section 125.38, Florida Statutes (2010), the Facility located at 455 Appleyard Drive, Tallahassee, Florida and comprising approximately five acres of land, 28,413 base square feet of space and 2,520 square feet of auxiliary space, shall be leased to PCI for a 25-year term at the monthly rental rate of \$12,218, and at the end of the term PCI may take ownership of the Facility under the terms and conditions set forth in the Agreement. Additionally, PCI may take ownership of the Facility at any time during the term, under the terms and conditions set forth in the

Agreement, for the applicable reduced basis amount as set forth in the Amortization Table which is a part of the Agreement

4. The term of the Agreement shall commence on July 2, 2011 or on the date on which the Bonds are paid in full, whichever last occurs, and shall terminate June 30, 2036.

ADOPTED this _____ day of _____, 2011.

LEON COUNTY, FLORIDA

BY: _____

John Dailey, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney