



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: July 12, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: Alex Feinman, Assistant Manager *AF*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Agreement between State of Florida
Department of Health and Orange County, Florida

PROJECT: Orange County Health Department Facility
832 West Central Boulevard, Orlando, Florida 32805

District 6

PURPOSE: To set forth terms and conditions for an Agreement between the County
and the State of Florida Department of Health (FDOH) where FDOH will
use County land for a building site for a new county health department
facility.

ITEM: Agreement
Cost: None anticipated
Size: 5.58 acres or a comparable size

APPROVALS: Real Estate Management Division
County Attorney's Office

REMARKS:

The FDOH has identified the County-owned property at 823 West Central Boulevard, Orlando for use as a building site for a new county health department facility. Under the terms of the proposed Agreement, the County may, at its option, acquire other land within the Parramore Community within a time certain to serve as an alternative building site. The FDOH will use one of the two properties as a building site for the new county health department facility.

If the FDOH is unable to secure legislative funding for construction of the new county health department facility within five years, this Agreement will terminate.

Requirements for the provision of land by a county; obtaining legislative funding and approval; and construction and use of a county health department facility are governed by Chapter 154, Florida Statutes.

AGREEMENT BETWEEN
STATE OF FLORIDA DEPARTMENT OF HEALTH
AND
ORANGE COUNTY, FLORIDA

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("Department") and Orange County, Florida ("County"), a Charter County and political subdivision of the State of Florida, through their respective undersigned authorities, effective upon the last signature affixed hereto.

WHEREAS, the Department provides services to protect the health of the public living in or visiting the state of Florida through various laws, including Section 20.43, Florida Statutes, and Chapters 154, 381, 382, 383, Florida Statutes.

WHEREAS, Chapter 154, Florida Statutes, establishes a unique partnership between the state and its counties in meeting the public health needs of the state.

WHEREAS, the public health needs of the several counties are to be provided through contractual arrangements between the state and each county, including provision for the use and maintenance of county health department facilities and equipment.

WHEREAS, in furtherance of the state/county partnership, the parties to this Agreement share in provision of resources to establish necessary public health facilities.

THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. The County currently owns land suitable to the Department for a building site, legally described on attached **Exhibit A** (incorporated herein by reference) ("Property") and may acquire land suitable for a building site within the Parramore Community (area illustrated with the Parramore Community Vision Plan on the attached **Exhibit B**, incorporated herein by reference), and agrees to allow the Department to use either land as the site for a county health department facility. If the County elects to attempt to acquire the above referenced property within the Parramore Community but the County does not complete that property acquisition prior to the Department's deadline requirement to submit the fixed capital budget request for the facility, then the Property described in **Exhibit A** shall be designated as the site for a county health department facility, unless the parties mutually agree to terminate this Agreement. The parties may execute a new agreement if the County purchases the Parramore Community property.
- B. The Department will exercise its authority pursuant to Section 154.01(5), Florida Statutes, to seek and secure funding from the Florida Legislature for the construction of the county health department facility on either the Property referenced in **Exhibit A**, or on the other property within the Parramore Community as shown on **Exhibit B**, whatever the case may be.

- C. The parties agree that either the Property referenced in **Exhibit A** or the other property within the Parramore Community as shown on **Exhibit B** will be committed for use as a building site, as outlined herein, for a period of no less than five (5) years as the Department places the project for the County on the Department's prioritized Fixed Capital Outlay listing, it being fully understood that in accordance with Chapter 216, Florida Statutes, legislative approval is required for any Fixed Capital Appropriation. If funding is appropriated in full or part, the County agrees that the site will be committed for completion of the project, unless mutually terminated by the parties. If the project receives no legislative appropriation after 5 years of continuous inclusion in the Department's prioritized Fixed Capital Outlay process, the County may withdraw its site commitment and allow this Agreement to expire July 1 of the 5th year from the effective date of this Agreement or may extend the land commitment by amending this Agreement.
- D. On completion of the construction of the county health department facility, the County will assume the maintenance and ownership of the facility pursuant to the provisions of Chapter 154, Florida Statutes.
- E. The facility constructed on the Property referenced in **Exhibit A** or on property otherwise acquired by the County within the Parramore Community area shown in **Exhibit B**, will be exclusively occupied and operated for its useful life by the Orange County Health Department solely for public health services. This provision may be altered through a written agreement as provided in Section 154.01(3), Florida Statutes.
- F. The Orange County Health Department shall not have to pay the County rent for the state funded facility.
- G. The County will not attempt to sell such facility without the concurrence of the Department.
- H. Each party further agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes, for its own negligent acts, which result in claims, or suits against each party and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages caused by such acts. However, nothing herein shall be construed as a waiver of sovereign immunity by the County or the Department.

In WITNESS THEREOF, the parties hereto have caused this six (6) page Agreement to be executed by their undersigned officials as duly authorized effective this day of , 2021.

FLORIDA DEPARTMENT OF HEALTH



Name: Raul Pino MD MPH

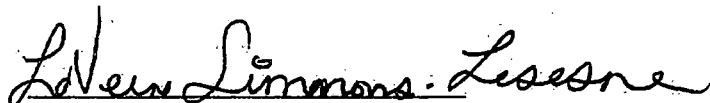
Title: Health Officer, Orange County

Date: 06/07/2021

(06/07/2021)

ATTEST:

BY:



Name:

Title: Operations & Management Consultant

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Jerry L. Demings
Orange County Mayor

Date:

(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY:

Deputy Clerk

Printed Name

EXHIBIT A
LEGAL DESCRIPTION

[Parcel ID 26-22-29-7296-00-030]

EXHIBIT B PARRAMORE COMMUNITY MAP

Parramore Community Vision Plan Map

