



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: October 22, 2021

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

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

FROM: Mindy T. Cummings, Manager *MTC*
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



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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, provide an alternate location 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.

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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") for a county health department facility ("Facility"). However, the County may elect to acquire other land suitable for an alternative building site ("Alternative Property") for the Facility. The Department agrees to accept either the Property or an Alternative Property as the site for the Facility. The parties agree that the selection of either the Property or an Alternative Property as a building site for the Facility is within the County's sole discretion. If the County elects to acquire an Alternative Property, but the County does not complete such acquisition prior to the Department's required deadline to submit the fixed capital budget request for the Facility, then, at the County's option, the Property described in Exhibit A may be designated by the County as the site for the Facility, or the parties shall agree to terminate this Agreement. If this Agreement is terminated, the parties may execute a new agreement for an Alternative 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 Facility on either the Property referenced in Exhibit A, or on an Alternative Property, subject to the terms set forth in paragraph A. above.

- C. The parties agree that either the Property referenced in **Exhibit A** or an Alternative Property, subject to the terms set forth above in paragraph A., will be committed for use as a building site for the Facility as outlined in this Agreement. Such site commitment shall be for a period of no less than five (5) years from the date the Department places the County's project on the Department's prioritized Fixed Capital Outlay listing. The parties fully understand 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 selected site will be committed for completion of the project, unless this Agreement is 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 on 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 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 or on an Alternative Property otherwise acquired by the County, will be occupied and operated for its useful life by the Orange County Health Department for public health services. However, the parties agree that, in accordance with Section 154.01(6), Florida Statutes, the County is permitted to use the Facility for additional purposes or services upon receipt of written authorization from the Department.
- F. The Department shall not be required to pay the County rent for the Facility.
- G. The County will not attempt to sell the 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.

[The remainder of this page is intentionally left blank]

IN WITNESS THEREOF, the parties hereto have caused this five (5) page Agreement to be executed by their undersigned officials as duly authorized effective as of the date approved by the Board of County Commissioners.

FLORIDA DEPARTMENT OF HEALTH

Raquel MD. MPH.

Name:

Title: Health Officer

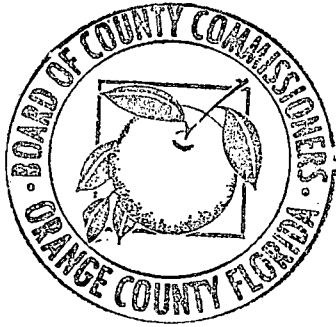
Date: October 22, 2021

ATTEST:

BY: D.T. Nealey

Name: Derrick T. Nealey

Title: Asst County Health Dept Director



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

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

By: *Naelia Perry*
Deputy Clerk

EXHIBIT A
LEGAL DESCRIPTION

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