



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** December 26, 2018

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

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

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of Memorandum of Agreement between The State of Florida, Department of Health Orange County Health Department and City of Orlando and Orange County, Florida

**PROJECT:** FDOH Parramore Farmer's Market  
832 West Central Boulevard, Orlando, Florida 32805  
Lease File #10021  
  
District 6

**PURPOSE:** To provide for operation of a farmer's market on Orange County owned lands currently occupied by the State of Florida Department of Health.

**ITEM:** Memorandum of Agreement  
Revenue: None  
Size: 5.582 acres  
Term: 1 year  
Options: Two, 1-year renewals

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Health Services Department  
Risk Management Division

**REMARKS:**

Pursuant to that certain Contract between the County and State of Florida Department of Health (FDOH) approved by the Board on October 2, 2018, FDOH was given the right to use the County's facilities at 832 West Central Boulevard and 807 and 901 West Church Street in downtown Orlando (Premises) for the purpose of providing certain health services.

This Memorandum of Agreement gives the County's permission for FDOH, in cooperation with the City of Orlando, to operate the Parramore Farmer's Market at the Premises during specified hours on Saturdays.

JAN 15 2019

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**THE STATE OF FLORIDA, DEPARTMENT OF HEALTH  
ORANGE COUNTY HEALTH DEPARTMENT**

**AND  
CITY OF ORLANDO**

**AND  
ORANGE COUNTY, FLORIDA**

**THIS MEMORANDUM OF AGREEMENT**, hereinafter referred to as MOA, is entered into between the State of Florida, Department of Health, Orange County Health Department, hereinafter referred to as "Department, the City of Orlando, hereinafter referred to as the" City" and Orange County, Florida, hereinafter referred to as "Orange County".

**WHEREAS**, the Department, the City and Orange County wish to enter into this agreement in an effort to formalize the provisions of a Farmer's Market at the Orange County grounds, located at 832 Central Blvd., Orlando; and,

**WHEREAS**, the Department, the City and Orange County agree that the provision of a Farmer's Market will be mutually beneficial to all agencies in their respective commitments to the community;

**WHEREAS**, the Department, the City and Orange County primary goal is to improve the health, wellness, and economic viability of the residents of Orange county, specifically the resident of the Parramore and Holden Heights area;

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, Department, the City and Orange County hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated hereto as a material part of this Agreement.

***Section 2. Parramore Farmer's Market Initiative Description.***

The Parramore Farmer's Market will take place at the Florida Department of Health location at 832 Central Blvd., Orlando. The market will open every Saturday. It will provide a variety of produce, prepared foods, handmade craft and arts, hot foods, concessions and health services as well as public meeting and entertainment options to the residents of Orange county.

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Item: A-1 Documentary: 181210A01

2.1 The event will hold up to 60 vendors using the existing parking lots at 832 Central Blvd., Orlando where the Orange County Health Department's medical facilities are located.

2.2 Space used will be the fenced exterior as well as the WIC building on the Southwest corner of the compound.

2.3 The event will occur on Saturday mornings from 9AM – 1PM.

2.4 Vendors must vacate the premises and clean up their area by 2PM.

2.5 Vendors will occupy a combination of 10'x10' and/or 10'x5' spaces and will use tents to shade their space and tables to show their goods.

2.6 Vendors may also park their vehicles in spaces to vend directly out of their vehicles if their goods/services are appropriate for this style vending.

2.7 All vendors shall complete and submit a "Parramore Farmer's Market Vendor Application.

2.8 Vendor shall ensure their staff and volunteers follow all the Parramore Farmer's Market policies and regulations.

### ***Section 3. Orange County Responsibilities.***

3.1 Grant permission for the use of the County' grounds at 832 Central Blvd., Orlando to be used for the "Parramore Farmer's Market".

### ***Section 4. City Responsibilities.***

4.1 Hire a Parramore Farmer's Market Coordinator to manage the market.

4.2 Ensure all vendors have an application filled out and all dues have been paid. (Addendum I).

4.3 Make necessary provisions to manage the Farmer's Market each week, including: arranging for vendors to arrive at the Market, coordinating entertainment and activities, supervise vendor load in and load out, and communicate to the Department of Health of any changes by close of next business day.

4.4 Apply for any necessary permits for Farmer's Market operations.

4.5 Coordinate educational programming at the market.

4.6 Ensure the area where the vending is taking place has adequate security.

4.7 Provide marketing and advertising support for the Farmer's Market.

## ***Section 5. Department Responsibilities.***

5.1 The Department's Environmental Health (EH) Program Office is responsible for ensuring a representative of DOH is on site for the events as well as appointing an alternate site representative.

5.2 On the day of the event, the EH staff member will ensure:

- a. The appropriate gates are unlocked.
- b. That the lobby for building 3 is unlock.
- c. That the AC for building 3 is turned on and turned off at the end of the event.

5.3 That the storage area for building 3 is unlocked and that the tables and other materials are removed as required.

5.4 That the resource book of information, procedures, numbers and forms is available if needed during the event.

5.5 Contract a security guard to be posted inside the lobby of the WIC office, building 3 for the entirety of the event.

5.6 At the end of the event, properly store tables and any other materials and ensure the gates and building 3 are secured.

5.7 Provide marketing and advertising support for the Farmer's Market.

***Section 7. Term and Termination.*** The term of this Agreement shall commence on the day of full execution of this Agreement and shall continue for a period of one (1) year, with up to two (2) additional one-year renewals. This Agreement may be terminated by any of the parties at any time, with or without cause, upon no less than thirty (30) days written notice to the other parties. Such notice shall be provided in accordance with Section 24. of this Agreement.

***Section 8. Indemnification.*** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

***Section 9. Insurance.*** Each party agree to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Agreement and any renewal(s) and extension(s) of it. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agencies may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. Agencies will convey a copy of their current Certificate of Coverage upon request.

**Section 10. Confidentiality.** Where applicable the parties will comply with the Health Insurance Portability and Accountability Act as well as regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

**Section 12. Funding Availability.** The provision of Services, in accordance with the terms and conditions of this Agreement, are non-monetary and shall be subject to the availability of resources of the parties. The parties' performance and obligations for the Program and Services performed under this Agreement are contingent upon an annual appropriation by the Florida Legislature and are subject to the availability of funds.

**Section 15. Assignment.** None of the parties shall assign its rights, duties or obligations hereunder without the prior written consent of the other parties, unless required by Florida Law. Any actual or attempted sale, assignment, or transfer shall constitute a breach of this Agreement.

**Section 16. Severability.** If any provision of this Agreement is inconsistent with Florida law, that provision of the Agreement shall no longer be effective. The remaining provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 18. Counterparts.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

**Section 19. Waiver.** The failure on the part of any party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.

**Section 21. Law and Venue.** This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

**Section 23. Cooperation with the Inspector General.** The parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055 (5), Florida Statutes.

**Section 24. Notices.** All notices required or allowed herein shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as any of the parties shall have specified by written notice to the other parties delivered in accordance herewith:

**To the CITY:**

Ian Jurgensen  
Sustainability Project Manager  
Work phone 407 246 - 2781  
400 South Orange Ave. 6<sup>th</sup> floor Orlando FL 32801

**Alternate Contact:**

City of Orlando  
Chris Castro  
Director of Sustainability  
Work phone 407 246 - 3463  
400 South Orange Ave. 3rd floor Orlando FL 32801

**To ORANGE COUNTY:**

Orange County, Florida  
Attn: Manager, Procurement Division  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Copy to:**

Orange County Administrator  
P.O. Box 1393  
Orlando, Florida 32802-1393

**To the DEPARTMENT:**

State of Florida, Department of Health, Orange County Health Department  
David Overfield  
Environmental Administrator  
Work phone 407 723 - 5233      Current Cell Phone 407 757 - 3250  
1001 Executive Center Drive STE 200 Orlando FL 32803

**Alternate Contact:**

State of Florida, Department of Health, Orange County Health Department  
Bart Harriss  
Environmental Manager  
Work phone 407 723 - 5218  
1001 Executive Center Drive STE 200 Orlando FL 32803

**Alternate Contact:**

State of Florida, Department of Health, Orange County Health Department  
Audrey Alexander  
Healthiest Weight Coordinator  
Work phone 407 858 - 1461  
6101 Lake Ellenor Drive Orlando FL 32809

**Section 25. Independent Contractor.** By this Agreement the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be officers, agents, or employees of the other party.

**Section 26. Amendments.** No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

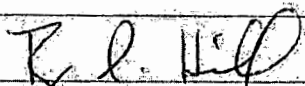
**Section 29. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein have been or shall be relied upon by any of the parties.

**Section 30. Effective Date.** This Agreement shall become effective on the date upon which it has been fully executed by all the parties.

**IN WITNESS WHEREOF,** the parties hereto have signed and executed this Agreement on the dates indicated below.

**City of Orlando**

Signed by:



Name:

REGINA I. HILL

Title:

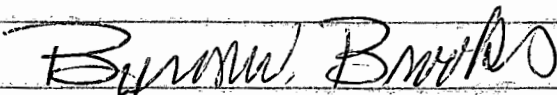
MAYOR PRO TEM

Date:

DECEMBER 10, 2018

**Orange County, Florida**

Signed by:



Name:

Byron W. Brooks

Title:

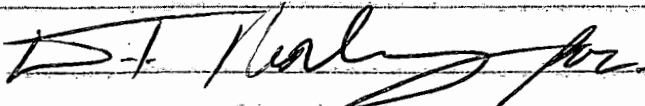
County Administrator

Date:

15 January 2019

**State of Florida, Department of Health, Orange County Health Department**

Signed by:



Name:

Kevin M. Sherin, MD, MPH, MBA

Title:

Director and Local Health Officer

Date:

12/19/18

City Council Meeting: 12-10-18  
A-1 Documentary: 181210A01



**Section 29. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein have been or shall be relied upon by any of the parties.

**Section 30. Effective Date.** This Agreement shall become effective on the date upon which it has been fully executed by all the parties.

**IN WITNESS WHEREOF,** the parties hereto have signed and executed this Agreement on the dates indicated below.

**City of Orlando**

Signed by: R. L. Hill  
Name: REGINA I. HILL  
Title: MAYOR PRO TEM  
Date: DECEMBER 10, 2018

**Orange County, Florida**

Signed by: Byron W. Brooks  
Name: Byron W. Brooks  
Title: County Administrator  
Date: 16 January 2019

**State of Florida, Department of Health, Orange County Health Department**

Signed by: \_\_\_\_\_  
Name: Kevin M. Sherin, MD, MPH, MBA  
Title: Director and Local Health Officer  
Date: \_\_\_\_\_

City Council Meeting: 12-10-18  
Doc: A-1 Documentary: 181210AD1

IN WITNESS WHEREOF, the parties hereto have signed and executed this MOA on the dates indicated below.



ORANGE COUNTY, a charter county and political subdivision of the State of Florida

By: Bryan W. Brooks  
for Jerry L. Demings  
Orange County Mayor

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

By: Katie Smith  
Deputy Clerk

Date: 16 January 2019