

# MEMORANDUM

Agenda Item No. 11(A)(3)

---

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 19, 2011

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving an agreement with the Florida Department of Health to commit three parcels of land at the Poinciana Industrial Center for development of a new department of health facility

---

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



---

R. A. Cuevas, Jr.  
County Attorney

RAC/up



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 19, 2011

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(3)

Please note any items checked.

- \_\_\_\_\_ **“3-Day Rule” for committees applicable if raised**
- \_\_\_\_\_ **6 weeks required between first reading and public hearing**
- \_\_\_\_\_ **4 weeks notification to municipal officials required prior to public hearing**
- \_\_\_\_\_ **Decreases revenues or increases expenditures without balancing budget**
- \_\_\_\_\_ **Budget required**
- \_\_\_\_\_ **Statement of fiscal impact required**
- \_\_\_\_\_ **Ordinance creating a new board requires detailed County Manager’s report for public hearing**
- \_\_\_\_\_ **No committee review**
- \_\_\_\_\_ **Applicable legislation requires more than a majority vote (i.e., 2/3’s \_\_\_\_\_, 3/5’s \_\_\_\_\_, unanimous \_\_\_\_\_ ) to approve**
- \_\_\_\_\_ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(3)  
7-19-11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF HEALTH TO COMMIT THREE PARCELS OF LAND AT THE POINCIANA INDUSTRIAL CENTER FOR THE DEVELOPMENT OF A NEW DEPARTMENT OF HEALTH FACILITY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, the State of Florida Department of Health ("Department") provides services to protect the health of the public living in or visiting the state of Florida pursuant to Chapter 154, Florida Statutes; and

**WHEREAS**, the Department has requested land from the County in order to construct a new health facility to be funded by the Department which will replace two former, recently closed clinics in District 2, Miami-Dade County Health Department's Juanita Mann Clinic recently located at 7900 NW 27th Ave and the Jessie Trice Community Health Center, Inc's James E. Scott Center ("JTCHC") located at 7200 NW 22nd Ave; and

**WHEREAS**, upon completion of construction of the health facility by the Department and as provided for in the Miami-Dade County core contract, County will assume the ownership of the facility pursuant to the provisions of Chapter 154, Florida Statutes; and

**WHEREAS**, the approval of this Agreement is in the best interest of the citizens of Miami-Dade County,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratifies and adopts those matters set forth in the foregoing recitals and approves the Agreement with the

Florida Department of Health to commit three parcels of land at the Poinciana Industrial Center to be utilized by the Department for the construction of a health facility; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Jean Monestime. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                                     |                      |
|-------------------------------------|----------------------|
| Joe A. Martinez, Chairman           |                      |
| Audrey M. Edmonson, Vice Chairwoman |                      |
| Bruno A. Barreiro                   | Lynda Bell           |
| Esteban L. Bovo, Jr.                | Jose "Pepe" Diaz     |
| Sally A. Heyman                     | Barbara J. Jordan    |
| Jean Monestime                      | Dennis C. Moss       |
| Rebeca Sosa                         | Sen. Javier D. Souto |
| Xavier L. Suarez                    |                      |

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of July, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Juliette Antoine

**AGREEMENT BETWEEN**  
**STATE OF FLORIDA DEPARTMENT OF HEALTH**  
**AND**  
**MIAMI-DADE COUNTY, FLORIDA**

This agreement ("Agreement") is made and entered into between the State of Florida Department of Health ("Department") and Miami-Dade County, Florida ("County"), through their undersigned authorities, effective ("effective date") 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 pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services." In accordance with the Department's Land Policy DOHP-250-5-09, as amended, County, through its Board of County Commissioners, shall provide the land for a new facility; its construction to be funded through the Florida Department of Health. Prior to and during the legislative request process for said funding, County and the Department shall enter into this agreement.

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

- A. County owns the building site described in the legal description attached as Exhibit A ("Property")
- B. County agrees to commit the Property for the construction of the Miami-Dade County Health Department ("Project") for a period of five (5) years. The Department agrees to place the Project on the Department prioritized Fixed Capital Outlay ("FCO") listing and request an appropriation from the legislature in accordance with Chapter 216 F.S. If after five (5) years from the effective date of this agreement, adequate funding is not appropriated to construct a mutually agreeable suitable facility, the County may withdraw it's commitment to the site. Upon the County's withdrawal of the site all FCO will be returned for re-appropriation. Prior to full appropriation for the mutually agreeable suitable facility, the Department will only conduct partial planning services as it relates to the Property and there shall be no physical improvements or disturbance to the Property. The County reserves the right to fully dedicate the site for the CHD use at any point in the appropriation process. If after 3 years from the signing of this agreement there has been no further funding for the project other than the commitment made in FY 2010-11 Appropriations Item 507, then the County and the Department may mutually agree to withdraw the request and revert the remaining funding for re-appropriation.
- C. County agrees that upon completion of construction of the Miami-Dade County Health Department by the Department and as provided for in the Miami-Dade County core contract, County will assume the ownership of the facility pursuant to the provisions of Chapter 154 F.S. Maintenance of the facility shall be in accordance with the core contract.
- D. County agrees the Miami-Dade County Health Department facility funded by the legislature and then constructed on the land designated in Exhibit A will be used solely for Department services and for its useful life, unless otherwise authorized in writing by the Miami-Dade County Board of County Commissioners and the Secretary of the Department of Health.
- E. County agrees that the Miami-Dade County Health Department shall not pay rent for the state funded facility.

F. County agrees that Department and its agents shall, upon reasonable notice, have the right to enter the Property for lawful and agreed upon purposes in connection with this Agreement. Department shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by County, except with the express written consent of County. If completion of the project does not occur, Department shall repair and restore Property to the condition existing prior to any test or construction on the site, unless this requirement is waived by County.

G. Both Miami-Dade County and the Florida Department of Health, a subdivision of the state and a state agency respectively, agree to be fully responsible to the limits set forth in section 768.28 for their own negligent acts which result in claims or suits against each party and agree to be liable to the limits set forth in section 768.28, for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by Miami-Dade County or the Florida Department of Health.

H. This contract shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County, Florida.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FLORIDA DEPARTMENT OF HEALTH

Attest:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: Secretary, Department of Health

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

Attest:

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

Clerk

MIAMI-DADE COUNTY

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

Name: \_\_\_\_\_

Title: County Manager

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

Approve as to form and legal sufficiency. Assistant County Attorney \_\_\_\_\_

6

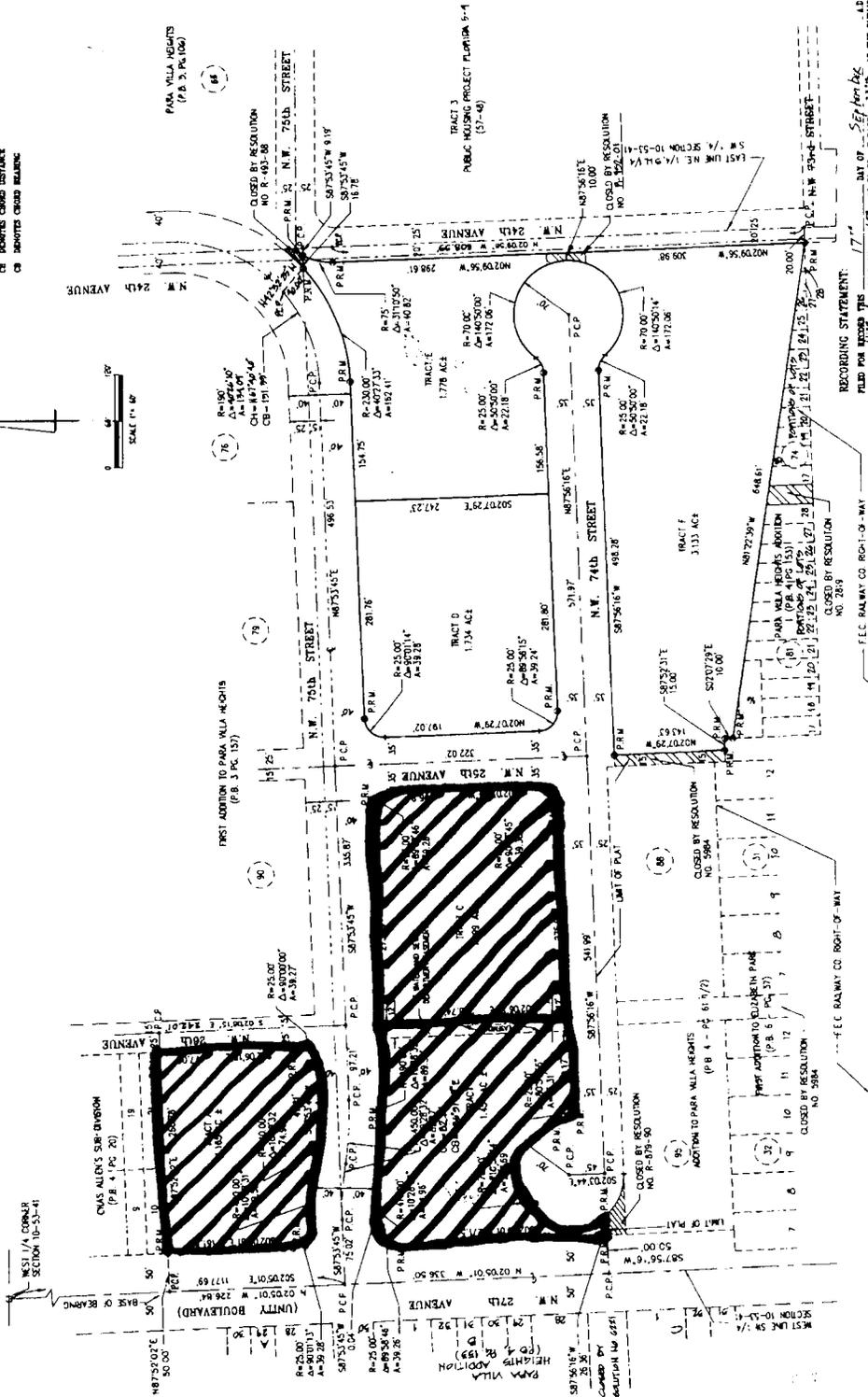
# POINCIANA INDUSTRIAL CENTER WEST

A PORTION OF THE NW 1/4 OF SECTION 10, TOWNSHIP 53 SOUTH, RANGE 41 EAST,  
 AND A REPLAT OF A PORTION OF BLOCKS 74 AND 81, "PARA VILLA HEIGHTS ADDITION" (P.B. 4, PG. 153)  
 AND A REPLAT OF BLOCKS 74, 75, 80, 81, 89 AND 94 "ADDITION TO PARA VILLA HEIGHTS" (P.B. 4, PG. 61-1/2)  
 AND A REPLAT OF BLOCKS 75, 80 AND 89 "FIRST ADDITION TO PARA VILLA HEIGHTS" (P.B. 3, PG. 157)  
 MIAMI-DADE COUNTY, FLORIDA.

PREPARED BY  
**SUPERIOR CONSULTANTS INC.**  
 ENGINEERS - PLANNERS - LAND SURVEYORS  
 4880 SW 79th AVENUE, SUITE 205, MIAMI, FL 33156  
 (305) 446-7800  
 OCTOBER, 2004

**SURVEYOR'S NOTES:**  
 1. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED  
 2. P.C.P. DIMENSIONS PERTAIN TO CENTER POINT  
 3. DIMENSIONS SHOWN ARE BASED ON CONTROLLING OF  
 N.T.S. FOR AVENUE (1:25000.00)

CE DIMENSIONS CHANG DISTANCE  
 CB DIMENSIONS CHANG BEARING



NOTES: THIS PLAN IS SUBJECT TO THE GENERAL REGULATIONS OF THE STATE OF FLORIDA AND THE LOCAL ORDINANCES OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAN IS SUBJECT TO THE RECORDS OF MIAMI-DADE COUNTY, FLORIDA.  
 FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF MIAMI-DADE COUNTY, FLORIDA, THIS PLAN COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.  
 RECORDING STATEMENT: 1711  
 FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF MIAMI-DADE COUNTY, FLORIDA, THIS PLAN COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.  
 CLERK OF THE COUNTY COURT  
 BY: \_\_\_\_\_ DEPUTY CLERK

20031578612

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 289

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 288

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 287

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 286

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 285

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 284

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 283

FEC RAILWAY CO. RIGHT-OF-WAY  
 NO. 282