

## MEMORANDUM

**Substitute**  
Agenda Item No. 11(A)(3)

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

**DATE:** July 19, 2011

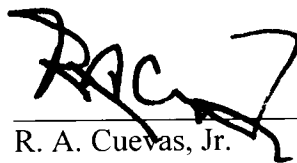
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**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

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**This item differs from the original in that the Resolution has been modified to include a provision making the effectiveness of the agreement contingent upon the amendment of the County's Consolidated Plan with HUD to change the use of the property. The Agreement between Miami-Dade County and the State of Florida Department of Health that is attached to this item has been modified to include a provision which allows the County to change the anticipated site of the proposed health clinic in the event that certain conditions are met. The name and title of the signatory on behalf of the State of Florida Department of Health has also been provided.**

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



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R. A. Cuevas, Jr.  
County Attorney

RAC/jls



**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:** Substitute  
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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 \_\_\_\_\_

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 County wishes to enter into an agreement (“Agreement”) with the Department to provide the requested land; and

WHEREAS, the Agreement shall be contingent upon successful amendment of the County’s FY 2008-2012 Consolidated Plan with HUD to change the use of the property to that

proposed by the Department, and the Agreement shall be revised prior to execution to include such a contingency; and<< 1

**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 >>, which includes Jessie Trice Community Health Center, Inc.<<; 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	

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<sup>1</sup> The differences between the substitute and the original item are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed.

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.

JRA

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 its 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. Notwithstanding the foregoing, the parties agree that, prior to the commencement of design, the County may substitute an alternative site for this Project provided that a) the site is large enough to accommodate the Project, and b) is in a location determined by the DOH as the area to be served by this Project, and c) is in a location convenient for the population to be served, and d) will not increase the overall budget for the construction of the clinic.<<~~

Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

>>D.<<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.

>>E.<<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.

>>F.<<County agrees that the Miami-Dade County Health Department shall not pay rent for the state funded facility.

>>G.<<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.

>>H.<<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.

Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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>>I<<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: >>Gary Mahoney<<

Title: >>Director, Division of Administration<<

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

Attest:

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

Clerk

MIAMI-DADE COUNTY

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

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

Title: County Manager

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

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

Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.