

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of October, 2002, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the NASSAU COUNTY HEALTH DEPARTMENT, hereinafter referred to as the "Department".

FOR and IN CONSIDERATION of ten and no/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. The Department desires that the County assume the duties of grounds maintenance for the Department at its location at the following locations:

- a. Fernandina Administration on South Fourth Street;
- b. Fernandina Clinic on Nectarine Street;
- c. Fernandina Environmental Health Office on South 14 Street;
- d. Yulee Clinic;
- e. Callahan Clinic;
- f. Hilliard Clinic.

2. The Department hereby agrees to pay to the County the amount of twelve thousand seven hundred thirty and 80/100 Dollars (\$12,730.80) per year for said maintenance.

Said amount shall be paid annually on October 1 of each year.

3. This Agreement is for a period of two (2) years. This Agreement may be extended upon mutual written agreement of the parties. The Department must notify the County in writing at least sixty (60) days prior to the expiration date of its desire to extend this Agreement for periods of one (1) year.

4. This Agreement shall commence on October 1, 2002.

5. The County agrees to do the following grounds maintenance for the Department:

a. Mowing of grass on the grounds maintenance rotating schedule no less than one time each month.

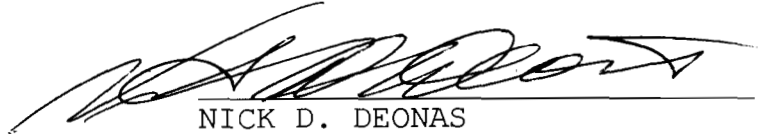
b. Edge and trim shrubs as needed.

6. **DISPUTES:** Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by

the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

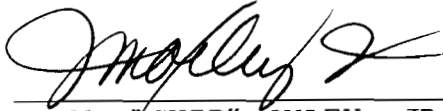
7. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

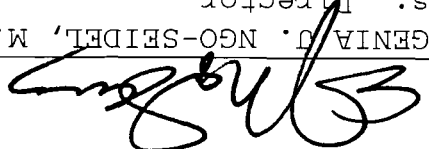
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

h/anne/agreements/health-dept-grounds

Its: Director
 EUGENIA J. NGO-SEIDEL, M.D.



NASSAU COUNTY HEALTH
 DEPARTMENT

