

AGREEMENT

THIS AGREEMENT entered into the 24th day of October, 2005, 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 considerations, the parties agree as follows:

- 1. The Department desires that the County provide the duties of building maintenance for the Department at the following locations:
 - a. Health Department Administration at 30 South 4th Street, Fernandina Beach;
 - b. Environmental Health Office at 1015 South 14th Street, Fernandina Beach;
 - c. Fernandina Beach Clinic at 1620 Nectarine Street, Fernandina Beach;
 - d. Yulee Clinic at 86014 Pages Dairy Road, Yulee;
 - e. Callahan Clinic at 45397 Mickler Street, Callahan;
 - f. Hilliard Clinic at 37203 Pecan Street, Hilliard.

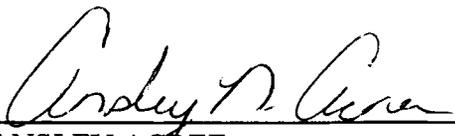
- 1. The Department hereby agrees:
 - a. to pay the County the amount of sixty thousand and no/100 Dollars (\$60,000.00) for said maintenance for the first year. Said amount shall be paid in \$15,000.00 quarterly installments on October 1, January 1, April 1 and July 1 of each year. This base amount will be increased by 1.5% every year;
 - b. to pay for all non-repair materials.

- 2. The County agrees to provide:

- a. All non-janitorial interior and exterior cleaning and painting;
 - b. maintenance and repair of electrical systems, including replacement of bulbs and fixtures;
 - c. maintenance and repair of heating and air conditioning systems, including filters;
 - d. maintenance and repair of plumbing and irrigation systems; including clogged drains and toilets;
 - e. other building/structure requests submitted by the Department that do not require major renovation work.
3. This Agreement shall commence on October 1, 2005.
 4. 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 successor periods of two (2) years.
 5. Disputes. Any dispute arising under this agreement shall be addressed by the representatives of the County and the Department as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Building maintenance and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Director of Building Maintenance or their designee and a representative of the Department. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Building maintenance or his/her designee, and the County Attorney

and the County Administrator and the Director of Building maintenance or their designee(s) shall meet with the Department's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County, and the cost of medication shall be borne by the Department. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, medication, the cost of mediation shall be borne by the Department. The Department shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until procedures set forth herein are followed.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



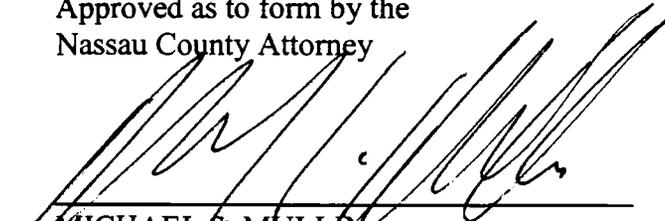
ANSLEY ACREE
Its: Chairman

ATTEST:



JOHN CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

NASSAU COUNTY
HEALTH DEPARTMENT



EUGENIA J. NGO-SEIDÉL, M.D., M.P.H.
Its: Director