

IN RE: NASSAU COUNTY AGREEMENT  
AMENDMENT NO. 1 OF LAND COMMITMENT TERMS

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("Department") and Nassau County, Florida ("County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and the state of Florida Department of Health (hereinafter referred to as the "Department"), whose address is 4052 Bald Cypress Way, Tallahassee, Florida 32399-1734.

WHEREAS, the County entered into the Agreement dated July 11, 2011, for the purpose of committing a building site on real property described in Attachment A attached hereto and made a part hereof, and;

WHEREAS, the County desires to amend the site commitment terms for an additional five years from the current expiration date of July 10, 2016.

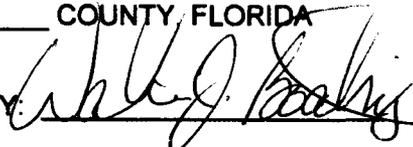
NOW THEREFORE, the parties hereto agree as follows;

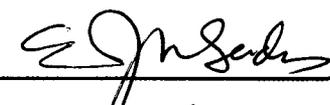
- A. The parties agree to extend the site commitment terms as identified above and in the Agreement here of for a term commencing on July 11, 2016, and ending July 10, 2021 (the "Site Commitment Term").
- B. The Florida Department of Health will continue to exercise its authority pursuant to section 154.01(5), Florida Statutes, to seek and secure funding from the Florida Legislature for the construction of a county health department facility on the real property referenced in Attachment A.
- C. All other Terms and Condition of the original Agreement shall remain the same and in full force and effect.

In WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

NASSAU COUNTY, FLORIDA

FLORIDA DEPARTMENT OF HEALTH

SIGNED BY: 

SIGNED BY: 

NAME: Walter J. Boatright

NAME: Eugenia Ngo-Seidel

TITLE: Chairman,  
Board of County Commission

TITLE: Director, Division of Administration

DATE: 7-11-16

DATE: 6/14/2016

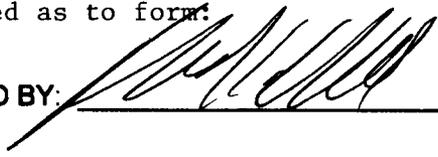
ATTESTED TO:

Approved as to form:

SIGNED BY:



SIGNED BY:



NAME: John A. Crawford

NAME: Michael S. Mullin

TITLE: Ex-Officio Clerk

TITLE: County Attorney

DATE: 7-13-16

DATE: 7-11-16

MES  
07.12.16

**AGREEMENT BETWEEN**  
**STATE OF FLORIDA DEPARTMENT OF HEALTH**  
**AND**  
**NASSAU COUNTY, FLORIDA**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("Department") and Nassau County, Florida ("County"), through the undersigned authorities, effective upon the date of 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 through various laws including section 20.43, Chapters 154, 381, 382, 383, Florida Statutes.

**WHEREAS**, under Chapter 154, Florida Statutes, there is established a unique partnership between the state and its counties in meeting the public health needs of the state; and

**WHEREAS**, the public health needs of the several counties are to be provided through contractual arrangements between the state and each county including provision for use and maintenance of county health department facilities and equipment; and

**WHEREAS**, in furtherance of the state/county partnership, the parties to this agreement share in provision of resources to establish necessary public health facilities.

**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 land described in the legal description attached as Exhibit "A" ("Property") and agrees to use five (5) acres of the Property as the site for a county health department facility. The actual five (5) acre parcel to be used within the Property shall be subject to inspection and final approval by the Department's Office of Design and Construction. After this approval and no later than July 1, 2012, the County shall provide the Department with the legal description of the five (5) acre parcel and documentation of approval by the County for construction to commence upon final full appropriation by the legislature, execution of the construction contract, obtaining of all required permits and governmental approvals, and any other activity necessary to begin construction of the facility.
- B. The Department will exercise its authority pursuant to section 154.01(5), Florida Statutes, to seek and secure funding from the Florida Legislature for the construction of a county health department facility on the property referenced in Exhibit "A".

- C. The parties agree the building site will be committed as outlined herein for no less than five (5) years as the Department places the project for the County on the Department's prioritized Fixed Capital Outlay listing, being fully understood that in accordance with Chapter 216, Florida Statutes, legislative approval is required for any Fixed Capital Appropriation. If funding is appropriated in full or part, the County agrees the site is committed to completion of the project unless mutually terminated by the parties. If the project receives no legislative appropriation after five (5) years of continuous inclusion in the Department's prioritized Fixed Capital Outlay process the County may withdraw its site commitment and allow this agreement to expire July 1 of the 5<sup>th</sup> year of this Agreement or extend the land commitment by amending this Agreement.
- D. On completion of the construction of the facility, the County will assume the maintenance and ownership of the facility pursuant to the provisions of Chapter 154, Florida Statutes.
- E. The facility constructed on the land referenced in Exhibit "A" will be occupied and operated for its useful life by the Nassau County Health Department solely for public health services. This provision may be altered through a written agreement as provided in section 154.01(3), Florida Statutes.
- F. The Nassau County Health Department shall not pay rent for the state funded facility.
- G. The parties further agree to be fully responsible to the limits set forth in section 768.28, Florida Statutes, 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, Florida Statutes, for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by the County or the Department.

**IN WITNESS WHEREOF**, the parties hereto have caused this 4 page agreement to be executed by their undersigned officials as duly authorized effective the 11<sup>th</sup> day of July, 2011.

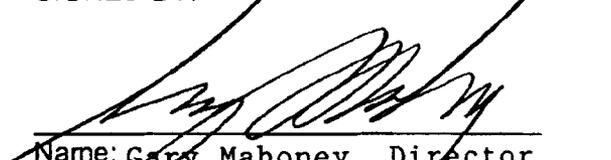
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

FLORIDA DEPARTMENT OF HEALTH

SIGNED BY:

SIGNED BY:

  
WALTER J. BOATRIGHT  
Chairman, Board of County Commissioners  
Nassau County, Florida

  
Name: Gary Mahoney, Director  
Title: Division of Administration

(SIGNATURES CONTINUE ON THE NEXT PAGE)

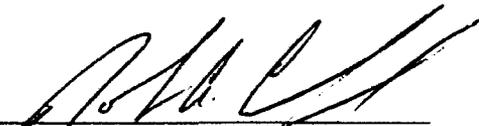
DATE:

7-11-11

ATTESTED TO:

As to Chairman's Signature:

SIGNED BY:

  
 \_\_\_\_\_  
 JOHN A. CRAWFORD  
 Ex-Officio Clerk

*OK  
 7/14/11  
 DJH/11*

Approved as to form by the  
Nassau County Attorney:

  
 \_\_\_\_\_  
 DAVID A. HALLMAN

DATE:

8-10-2011

ATTESTED TO:

SIGNED BY: *Ron Walsh*  
 RON WALSH

\_\_\_\_\_  
 Name: *Ron Walsh*  
 Title: *ADMINISTRATOR OF DESIGN & CONSTRUCTION*

EXHIBIT "A"

Book 936 Page 893

LEGAL DESCRIPTION: RAYONIER TO NASSAU COUNTY

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 7; THENCE NORTH  $88^{\circ} 24' 30''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 2649.18 FEET TO A LIGHTER WOOD POST (REPLACED WITH A CONCRETE MONUMENT LB 6756) MARKING THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE SOUTH  $01^{\circ} 56' 37''$  EAST, ALONG THE MONUMENTED EAST LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, A DISTANCE OF 656.89 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, A DISTANCE OF 659.39 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE SOUTH  $01^{\circ} 47' 18''$  EAST, CONTINUING ALONG SAID EAST LINE A DISTANCE OF 659.39 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE SOUTH  $88^{\circ} 09' 17''$  WEST, ALONG THE SOUTH LINE OF EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, A DISTANCE OF 659.45 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE SOUTH  $01^{\circ} 59' 21''$  WEST A DISTANCE OF 925.00 FEET; THENCE NORTH  $88^{\circ} 09' 17''$  EAST A DISTANCE OF 3198.34 FEET TO A POINT ON THE MONUMENTED EAST LINE OF SAID SECTION 7; THENCE NORTH  $00^{\circ} 28' 53''$  WEST ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1466.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAM BURGESS BOULEVARD (A 100-FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 695.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $34^{\circ} 31' 16''$  EAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $50^{\circ} 45' 52''$ , A DISTANCE OF 615.77 FEET; THENCE NORTH  $70^{\circ} 11' 20''$  WEST DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 539.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7; THENCE SOUTH  $89^{\circ} 48' 40''$  WEST ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 1129.88 FEET; THENCE SOUTH  $01^{\circ} 31' 49''$  EAST A DISTANCE OF 638.34 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 607, PAGE 1055, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH  $88^{\circ} 12' 38''$  WEST A DISTANCE OF 659.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 129.34 ACRES MORE OR LESS.