

C3-20-092

# CONTRACT APPROVAL FORM

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
**CM2918**

### CONTRACTOR INFORMATION

Name: Nassau County Health Department  
Address: 1620 Nectarine Street Fernandina Beach FL 32034  
City State Zip  
Contractor's Administrator Name: Dr. Eugenia Ngo-Seidel, M.D., M.P. Title: Director  
Tel#: (904) 530-6800 Fax: \_\_\_\_\_ Email: sherri.sayre@flhealth.com

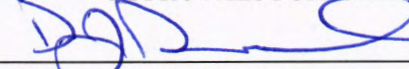
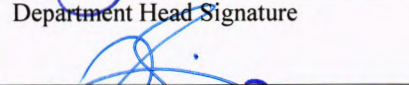
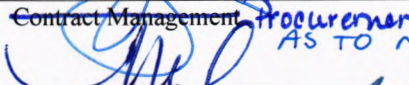
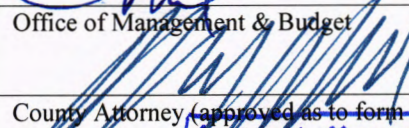
### CONTRACT INFORMATION

Contract Name: Agreement for Grounds Maintenance Service for Health Contract Value: \$39,609.30  
Brief Description: Agreement to provide grounds maintenance to the Nassau County Health Department at the various facilities  
Contract Dates : From: \_\_\_\_\_ to: \_\_\_\_\_ Status:  New  Renew  Amend#  WA/Task Order  
How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

### If Processing an Amendment:

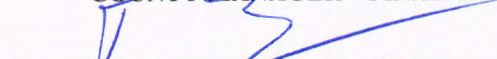
Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_  
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		<u>11-18-2020</u>	<u>Facilities Maintenance</u>
	Department Head Signature	Date	Submitting Department
2.		<u>11/23/2020</u>	<u>01073519-341911</u>
	Contract Management	Date	Funding Source/Act #
3.		<u>11/24/20</u>	
	Office of Management & Budget	Date	
4.		<u>11/30/20</u>	
	County Attorney (approved as to form only)	Date	

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

  
Michael Mullin Taco E. Pope, AICA 12/2/20  
Date

I certify that, to the best of my knowledge, appropriate staff have reviewed & approved and no other conditions would prevent approval.

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RCVD COUNTY MGR  
1 DEC '20 PM4:57

RCVD CMB  
'20 NOV 23 AM11:33

**AGREEMENT**

THIS AGREEMENT entered into the 2nd day of December, 2020 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 **FLORIDA DEPARTMENT OF HEALTH IN NASSAU COUNTY** (hereinafter referred to as the "Department").

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Department agree as follows:

1. **Services**. The County agrees to provide the following grounds maintenance services to the Department:
  - a. Mowing of grass on the grounds on a rotating schedule of no less than one time each month;
  - b. Edge and trim shrubs as needed;
  - c. Application of fertilizer and herbicide three (3) times per year; and
  - d. Annual application of pesticide control of grass.
  
2. **Location**. The County agrees to provide the aforementioned services referenced in Paragraph 1 of this Agreement to the Department at the following locations:
  - a. Fernandina Beach Clinic located at 1620 Nectarine Street, Fernandina Beach, Florida;
  - b. Yulee Clinic located at 86014 Pages Dairy Road, Yulee, Florida;
  - c. Callahan Clinic located at 45377 Mickler Street, Callahan, Florida; and
  - d. Hilliard Clinic located at 37203 Pecan Street, Hilliard, Florida.

3. **Performance Period.** The performance period of this Agreement shall be for a period of two (2) years beginning October 1, 2020 and ending September 30, 2022.
4. **Renewal/Extension.** The performance period of this Agreement may be renewed/extended upon mutual written consent of the parties with no change in terms or conditions. Any renewal/extension of the performance period under this provision shall be in two (2) year increments. Total length of the Agreement and individual renewals/extensions shall be at the County's sole discretion.
5. **Payment.** The Department agrees to pay the County the amount of nineteen thousand, five hundred eleven and 97/100 dollars (\$19,511.97) for the aforementioned services for the first year. Said amount shall be paid in quarterly installments of four thousand, eight hundred seventy-seven and 99/100 dollars (\$4,877.99) to be paid after the quarter in which services were provided. The grounds maintenance service fee will be increased by three percent (3%) annually.
6. **Modification.** This writing contains the entire Agreement of the parties and shall supersede all previously written and/or oral representations, and/or agreements respecting the same subject matter between parties. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by a written instrument executed by the parties with the same formalities as the original Agreement.
7. **Termination.** This Agreement may be terminated anytime by either party with or without cause upon ninety (90) days written notice to the other party, unless a lesser time is mutually agreed upon in writing by both parties.

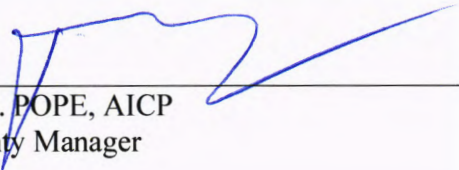
8. **Termination for Default.** The performance period of this Agreement may be terminated by the County in accordance with this clause, in whole or in part, in writing, should the County determine that the Department has failed to comply with the terms of this Agreement.
9. **Force Majeure.** Neither party of this Agreement shall be liable to the other party for any cost or damages if the failure to perform the services outlined herein arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction and strikes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.
10. **Indemnification.** The Department and the County agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As the Department is an instrumentality of the State, the Department has the statutory protection of sovereign immunity as described in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of Department's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party.
11. **Dispute.** 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 Manager with a copy to the Director of Public Works

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 Manager and the Director of Public Works or their designee and a representative of the Department. If there is no satisfactory resolution, the claims, disputes, or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement, either party may submit the claims or dispute to litigation.

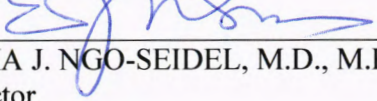
12. **Controlling Law and Venue.** The validity, interpretation and performance of this Agreement shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable Federal statutes, rules and regulations. Any and all legal action arising under this Agreement shall be brought in Nassau County, Florida. Any litigation shall occur in Nassau County, Florida.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA**

BY:   
TACO E. POPE, AICP  
Its: County Manager

**FLORIDA DEPARTMENT OF HEALTH IN  
NASSAU COUNTY**

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