

**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 last signature affixed hereto.

WHEREAS, the Florida Department of Health 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.

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.

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. Nassau County owns or will purchase land suitable for a building site as further described in the legal description attached as Exhibit A ("Property") and agrees to use the real property as the site for a county health department facility. This agreement will not be effective if Nassau County does not complete the property purchase prior to the department's requirement to submit the fixed capital budget request. A new agreement may be executed once the land purchase proceeds.
- B. The Florida Department of Health 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 real 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 Florida Department of Health places the project for Nassau 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 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, Nassau 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 Nassau County or the Florida Department of Health.

In WITNESS THEREOF, the parties hereto have caused this three-page agreement to be executed by their undersigned officials as duly authorized effective the 13th day of February, 2023, 2022.

**NASSAU COUNTY, FLORIDA**

SIGNED BY:  \_\_\_\_\_

NAME: Klynt A Farmer

TITLE: Chairman,  
Board of County Commission

DATE: 2-13-23

**FLORIDA DEPARTMENT OF HEALTH**

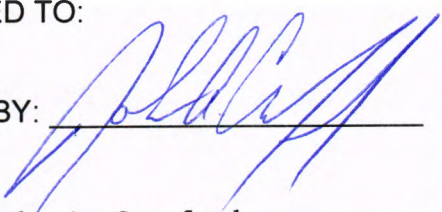
SIGNED BY:  \_\_\_\_\_

NAME: DR. PRINCE DANSSO-ODEI, MD, DPH

TITLE: Director Division of Administration

DATE: 2/6/23

ATTESTED TO:

SIGNED BY:  \_\_\_\_\_

NAME: John A. Crawford

TITLE: Ex-Officio Clerk

DATE: 2-13-23

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**"PROPERTY"**

Property Described is in the demarked area of Exhibit A. The dimensions begin 176 feet off of Musslewhite Rd and will be 85 feet long. The width of the project will extend from the end of the parking lot of Exhibit A to 20 feet inside the northern property border. The size of the project will be approximately 100 ft x 85 ft, a total of 8,500 Square Feet. See picture below. Survey will be obtained before permitting is completed.

