

SECOND ADDENDUM TO AGREEMENT

THIS ADDENDUM entered into this 9th day of November, 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 **GWENDOLYN H. DORAN, d/b/a AAA LANDSCAPE AND DESIGN, INC.**, 54265 Jonas Drive, Callahan, Florida, 32011, hereinafter referred to as "AAA".

WHEREAS, the parties entered into an Agreement dated January 14, 2004; and

WHEREAS, the parties desire to amend and extend said Agreement.

NOW, THEREFORE, 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 provisions of paragraph 7 of the attached agreement for lawn maintenance services shall be extended from January 12, 2006 to January 11, 2007.
2. The Contractor shall perform its services under this contract, as set forth in the original Agreement dated January 14, 2004, attached hereto as Exhibit A, and the Addendum to Agreement, attached hereto as Exhibit A.

3. Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Utility Manager 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 Utility Manager or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Utility Manager or his/her designee, and the County Attorney and the County Administrator and the Utility Manager or their designee(s) shall meet with the Contractor'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 mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency


of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

1. All other provisions of the Agreement dated January 14, 2004, not in conflict with this Addendum, shall remain in full force and effect.
2. Time is of the essence.

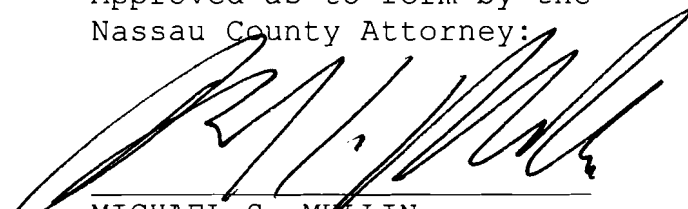
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

AAA LANDSCAPE
AND DESIGN, INC.



GWENDOLYN H. DORAN
Its: Owner

EXHIBIT A

A G R E E M E N T

THIS AGREEMENT entered into this 14th day of January, 2004, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and GWENDOLYN H. DORAN, d/b/a AAA LANDSCAPE & DESIGN, INC., 54265 Jonas Drive, Callahan, FL 32011, hereinafter referred to as "AAA".

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

1. AAA shall provide landscaping services to the County at Nassau Amelia Utilities located on Amelia Island.

2. The services AAA shall perform are as follows:

a. Trim and mow forty-two (42) times per year all turf areas at the water and wastewater treatment facility to include, but not limited to, weed trimming of the banks of a 2.9 million gallon lagoon.

b. Trim and mow at six (6) off-site lift stations and water high-pressure pumping stations located at the Amelia Island Plantation. The County's representative, Doug Hewett, will provide locations.

A CERTIFIED TRUE COPY

Moxley H. Clerk by J. Bradley
Ex-OFFICIO, Clerk to the Board of County Comm.
Nassau County, Florida



c. Services shall be performed on a not less than weekly basis during the growing season, and not less than every other week during the winter months.

d. Trim and mow and blow off at the parking lot and driveway at the Nassau Amelia Utilities main facility. The parking lot and driveway shall be blown clean weekly year round.

e. Weed control spraying as requested by the County's representative on an "as needed" basis.

f. Mulching services to be provided on an "as needed" basis pursuant to request by the County's representative.

3. AAA shall be compensated at a rate not to exceed \$25,000.00 per year. Said amount shall be paid in equal monthly installments for work performed each month submitted pursuant to the provisions set forth in Paragraph 9.

4. AAA shall provide a monthly invoice to the County's representative showing the services performed during the preceding month and indicating the amount.

5. AAA shall provide proof of insurance to the County that is acceptable to the County, and said proof of liability insurance shall show the County as an additional insured. Said coverage shall remain in full force and

effect during the term of this Agreement. AAA shall provide proof of workers' compensation insurance to the County's representative. Said coverage shall remain in full force and effect during the term of this Agreement.

6. The County's representative is Doug Hewett.

7. This Agreement is for a term of one (1) year commencing on January 12, 2004, and terminating on January 11, 2005. This Agreement may be extended upon written agreement of both parties. Said extension shall be addressed at least sixty (60) days prior to the end of the term of this Agreement.

8. This Agreement may be terminated by either party upon thirty (30) days' written notice. If the contract is terminated, AAA will be entitled to compensation based upon work performed up to the date of termination only.


9. Notice required by this Agreement shall be as follows:

a. To the County: J. M. "Chip" Oxley, Jr.,
Post Office Box 456, Fernandina Beach, FL 32035-0456.


b. To AAA: Gwendolyn H. Doran, 54265 Jonas
Drive, Callahan, FL 32011.

10. Time is of the essence.

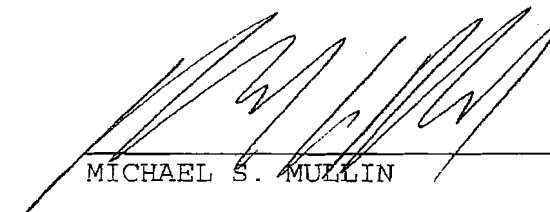
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


FLOYD L. VANZANT
Its: Chairman


ATTEST:


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

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

AAA LANDSCAPING & DESIGN, INC.


GWENDOLYN H. DORAN - Owner

h/anne/agreements/aaa-landscaping-nau

EXHIBIT A.

ADDENDUM TO AGREEMENT

THIS ADDENDUM entered into this 22nd day of November, 2004, 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 GWENDOLYN H. DORAN, d/b/a AAA LANDSCAPE AND DESIGN, INC., 54265 Jonas Drive, Callahan, Florida, 32011, hereinafter referred to as "AAA".

WHEREAS, the parties entered into an Agreement dated January 14, 2004; and

WHEREAS, the parties desire to amend and extend said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten and No/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

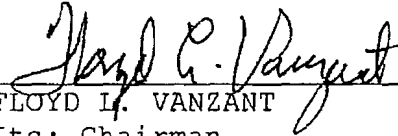
1. Paragraph 3 of the Agreement between the parties dated January 14, 2004, shall be amended as follows:

3. AAA shall be compensated at a rate not to exceed ~~\$25,000.00~~ \$26,000.00 per year. Said amount shall be paid in equal monthly installments for work performed each month submitted pursuant

to the provisions set forth in
Paragraph 9.

2. The provisions of paragraph 7 shall be extended
from January 11, 2005 to January 11, 2006.
3. All other provisions of the Agreement dated
January 14, 2004, not in conflict with this
Addendum, shall remain in full force and effect.
4. Time is of the essence.

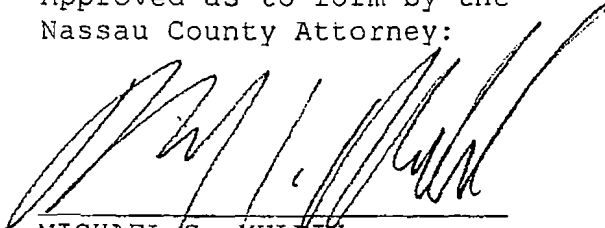
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


FLOYD L. VANZANT
Its: Chairman

ATTEST:


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

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

AAA LANDSCAPE
AND DESIGN, INC.

Gwendolyn H. Doran

GWENDOLYN H. DORAN

Its: Owner