

**RENEWAL OF THE
BEACH CLEANING
AGREEMENT**

This Renewal Agreement entered into this 26th day of September, 2005 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Beachcombers, Inc. (hereinafter referred to as BEACHCOMBERS), 6505 Brandemere Road South, Jacksonville, Florida 32211.

WHEREAS, the County and Beachcombers entered into an agreement on the 13th day of October, 2004, for the cleaning of the beaches, walkovers and restrooms described within said Agreement; and

WHEREAS, the original contract provided for up to a maximum of an additional two extension periods for a total of three one-year terms, upon agreement by both parties; and

WHEREAS, Beachcombers, Inc. has agreed to extend the term of the Agreement for another one year period at the same monthly rates for said services; and

WHEREAS, the Board desires to extend this Agreement for a second one-year period commencing October 1, 2005 through September 30, 2006.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

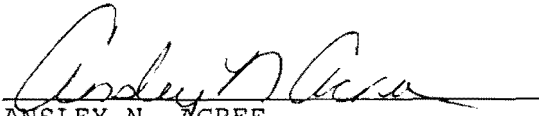
1. The attached agreement for beach and restroom cleaning services is hereby renewed for a one-year period commencing on October 1, 2005 and ending September 30, 2006. Either party may terminate this agreement by giving thirty (30) days written notice.
2. Paragraph 15 of the original beach cleaning services Agreement is hereby amended as follows: ~~Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator who shall reduce his/her decision to writing and furnish a copy to~~

~~both parties. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during pendency of mediation. 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 Building Maintenance Director 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 Building Maintenance Director 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 Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director 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.

3. All other terms and conditions of the existing agreement remain in full force and effect.
4. Time is of the essence.

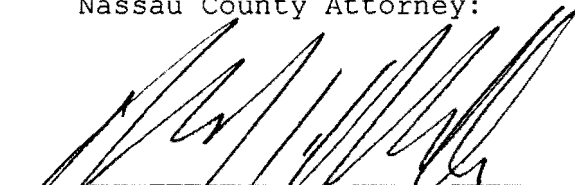
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


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

BEACHCOMBERS, INC.


LARRY R. GOODWIN
Its: Vice President

AGREEMENT

THIS AGREEMENT entered into this 13th day of October, 2004, by and between Board of County Commissioners of Nassau County, Florida, hereinafter referred to as "COUNTY" and BEACHCOMBERS, INC., hereinafter referred to as "BEACHCOMBERS", whose address is 6505 Brandemere Road South, Jacksonville, FL 32211.

For and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations the parties agree as follows:

1. BEACHCOMBERS shall clean the Atlantic Ocean beach area in Nassau County from the southern boundary of the city limits south to the northern boundary of the state park and clean City of Fernandina Beach beaches from the southern boundary of the city limits north to the southern boundary of the state park.
2. BEACHCOMBERS shall clean the beach manually, specifically:
 - (a) Manual cleaning means seven (7) days a week, cleaning of the beaches by manual picking up the larger litter and debris. This includes anything that is foreign to the beaches and shall include the area on the beaches from the water to the top of the dune facing the beach, along with all walkovers to the beach. The removal of unsightly and /or dangerous materials, raking the seaweed as needed (all natural debris can be used to prevent erosion) and raking the more heavily used areas weekly. Garbage containers shall be emptied a minimum of three times a week on Monday, Wednesday and Friday plus all holidays. The containers that are used or filled more often shall be emptied more frequently. Dead sea creatures shall be picked up as required; however, this contract does not include the following:
 1. Major fish kills
 2. Red tide
 3. Unusual excessive weather, such as a hurricane, etc.
 4. Oil spills
 5. Removal of beached whales or large sea creatures
3. The COUNTY shall provide, free of charge, a site to dump all refuse. Debris deposited from the dumping of the garbage containers on the beach and all garbage containers located at the beach parks shall be deposited at the West Nassau Landfill, located in Callahan, Florida, shall be deposited three times a week on Monday,

Wednesday, and Friday, plus all holidays. There may be times when more dumping is required.

4. The COUNTY shall pay BEACHCOMBERS as follows:

DAILY PICK-UP OF LITTER FROM BEACHES, AND THEIR WALKOVERS:

March 15 to September 15	\$ 7,944.00 per month
September 16 to March 14	\$ 4,922.00 per month

Subtotal per year	\$77,196.00
-------------------	-------------

Prices include can liners/bags.

RESTROOM CLEANING (4):

	<u>March 15 - Sept 15</u>	<u>Sept 16 - Mar 14</u>
Burney Park	\$ 495.00	\$475.00 per month
Peters Point	\$ 495.00	\$475.00 per month
Total Per Month	\$ 990.00	\$950.00 per month

Subtotal per year	\$11,640.00
-------------------	-------------

Dee Dee Bartels (upon same being constructed)	\$ 500.00	\$475.00 per month
---	-----------	--------------------

Total per year	\$17,490.00
----------------	-------------

Prices include cleaning and paper supplies and double cleaning on holidays and holiday weekends.

BEACHCOMBERS will provide all cleaning products, disinfectants, paper products and cleaning materials.

Invoices will show amounts separately by restrooms (City/County) and manual beach cleaning (City/County).

BEACHCOMBERS shall submit invoices on a monthly basis or as otherwise provide for services rendered. Invoices will be paid within forty five (45) days and pursuant to section 218.70, Florida Statutes (The Florida Prompt Payment Act).

5. Change Orders:

A Change Order is a written order to the Contractor, which is signed by the County, authority an addition, deletion, or revision to the Work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time. Changer orders may be generated by either the County or

the Contractor but must be submitted to and approved by the County before execution of the work. Contractor shall show addition/deduction to contract sum, increase/decrease in employee man-hours and reason to provide the addition or reduction in services above or below the normal contractual duties. The document, when signed by both parties, shall become an amendment to the contract and all provisions of the contract shall apply hereto.

6. Claims for Additional Cost:

Should the Contractor incur cost of a major occurrence, other than incidental, he shall provide written notice to the County thereof within twenty four (24) hours of the event giving rise to such claim. Approval shall be given before the Contractor proceeds with the Work.

7. Insurance:

BEACHCOMBERS shall provide proof of insurance, necessary liability bonds and workers compensation as required by law.

Types of Insurance	Limits of Liability
Workers Compensation	Statutory (F.S. 440.02)
Employer's Liability	\$1,000,000 employers liab.
Commercial General Liability	\$500,000 per occurrence
Automobile Liability Combined	\$500,000 each accident/loss
Bodily Injury & Property Damage	All vehicles covered Hired Cars & non-owned autos
Excess Liability (umbrella form)	\$500,000

The Company must have a current bond in place. Contract will be subject to cancellation by the County without notice or penalties.

8. Indemnification:

The Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and/or any persons employed or utilized by the Contractor in the performance of the Contract.

9. Successors and Assigns:

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party, in respect to all covenants of this Contract. Except as set forth herein, neither the County nor the Contractor shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the county, which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

10. In addition to the non-mechanical cleaning of the beaches, BEACHCOMBERS shall be responsible for the cleaning of the restroom facilities located at Burney Park and Peters Point Park and Dee Dee Bartels Nature Center and Fishing Pier. BEACHCOMBERS shall clean the restroom facilities seven (7) days a week; clean twice (2) daily on holiday weekends; before 7:00 AM and between 12:00 PM and 2:00 PM; Memorial Day weekend (Saturday, Sunday, Monday); July 4 (if part of a weekend include Saturday and Sunday); Labor Day (Saturday, Sunday and Monday).

11. Standards:

BEACHCOMBERS agrees and understands that the beach cleaning shall be performed pursuant to County standards, and under the direction of the Building Maintenance Supervisor or his designee. Restroom cleaning shall be performed pursuant to County standards, and under the direction of the Building Maintenance Supervisor or his designee.

BEACHCOMBERS shall work with the County Building Maintenance Director in placing and replacing garbage cans as needed on the county beaches and parks and the City Parks and Recreation Director for city beaches and parks. BEACHCOMBERS shall notify the County Parks and Recreation Department or the City Parks and Recreation Department of any problems or maintenance items the next working day by 9:00 AM. In the event of an emergency, BEACHCOMBERS shall notify the Maintenance Technician on call for the period.

12. Termination:

- (a) Should BEACHCOMBERS not properly maintain the beach or restroom facilities after two (2) written notices from the COUNTY, the COUNTY may terminate said contract. Said notice to be sent by mail and BEACHCOMBERS shall be provided a five (5) day period to respond and cover the subject matters of said notices.
- (b) Should the contract be terminated pursuant to this paragraph, the COUNTY shall not be obligated for the remainder of payments not paid but only for the pro-rated amount for work performed for the particular month.

13. Term of the Contract:

This contract shall be for the period March 15 to September 15, which shall be considered the on-season and September 16 to March 14, which shall be considered the off season, subject to Board approval.

14. Options:

This Agreement may be renewed for a period October 1 to September 30 for twelve (12) month periods, up to a maximum of two (2) extended periods (for a total of three (3) terms), upon the concurrence of the parties. The parties shall indicate their decision for the renewal at least thirty (30) days prior to the termination of the first term.

15. Disputes:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

Contractor shall not stop work during the pendency of mediation.

16. Non-Appropriation Clause:

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



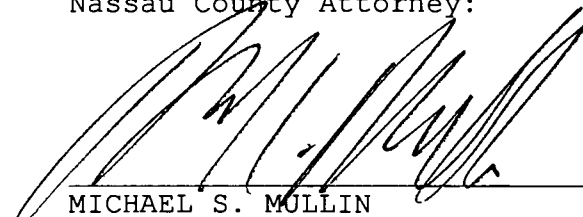
FLOYD L. VANZANT
Its: Chairman

ATTEST:




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

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

BEACHCOMBERS, INC.



LARRY R. GOODWIN
Vice President