THIRD ADDENDUM TO AGREEMENT

THIS ADDENDUM entered into this 8th day of November, 2006, 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 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, 2007 to January 11, 2008.
- 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 proved in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Utility Manger or their designee and 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.

- 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

Its: Chairman

ATTEST: as to Chairman's signature only

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney:

MICHAEL S/

/MULLIN/

AAA LANDSCAPING & DESIGN, INC.

EXHIBIT A

AGREEMENT

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.



- 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

MÍCHAEL S. MUZLIN

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:
 - 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.

- The provisions of paragraph 7 shall be extended 2. from January 11, 2005 to January 11, 2006.
- All other provisions of the Agreement dated 3. 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

ATTEST:

"CHIP" QXLEY,

Its: Ex-Officio Clerk

Approved as to form by the

Nassau County Attorney:

AAA LANDSCAPE AND DESIGN, INC.

GWENDOLYN H. DORAN Its: Owner

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.
- 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.

Any dispute arising under this Contract shall be 3. 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 Utility Manager or their designee and 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 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 ру 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.

- 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

Ats: 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

AAA Landscape & Design Inc. 54265 Jonas Dr. Callahan, FL 32011 (904) 879-9144 (904) 868-3196 cell

Nassau County Board of County Commissioners Yulee, FL 32097

LANDSCAPING SERVICE:

BID SPECIFICATIONS LANDSCAPE SERVICE

Nassau Amelia Utilities Water and Wastewater treatment facility:

Mowing, Edging, Trimming - 42 times per year

Mulching Beds as needed

Spraying as needed

Blowing off sidewalks, parking lot and driveway - 52 times per year

6 off-site lift and high pressure pumping stations:

Mowing, Edging, Trimming - 42 times per year Spraying as needed

TOTAL FOR THIS BID

\$26,000.00 YEARLY OR \$500.00WEEKLY

Thank you for your consideration.

Sincerely,

Gwendolyn H. Doran - President

Awards lyn N. Donan

AAA Landscape & Design Inc.

NASSAU COUNTY OCCUPATIONAL LICENSE

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE SHOWING TRANSACTION NUMBER, DATE AND AMOUNT PAID.

THIS LICENSE IS FURNISHED IN PURSUANCE OF COUNTY ORDINANCE

NO. 72-17. 2006-2007 COUNTY MAL MULTIN COMAN 54751 1.735 1. PENALTY EALLAND . **ORIGINAL** 1.03 AMOUNT DUE \$ 17:111 JOHN M. DREW TAX COLLECTOR, NASSAU COUNTY IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE PERIOD BEGINNING AUGUST 1, 2006 AND ENDING ON 96135 NASSAU PLACE YULEE, FLORIDA 32097

SEPTEMBER 30, 2007. TYPE OF BUSINESS COUNTY ORDINANCE NO. 72-17.
THIS LICENSE IS VALID ONLY IF NO OTHER LAW OR ORDINANCE IS VIOLATED: ESPECIALLY ZONING

9223 111 9/25/ 4 TOTAL

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STATE OF FLORIDA

Benartment of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL

Date September 18, 2006 File No.

Expires

LC120219

September 30, 2007

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: September 30, 2007

JAMES KYLE DORAN 54171 JONAS DRIVE CALLAHAN, FL 32011

CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA

Department of Mariculture and Consumer Serbices BUREAU OF ENTOMOLOGY & PEST CONTROL

JAMES KYLE DORAN

COMMERCIAL LANDSCAPE MAINT. HOLDER

LC120219

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING September 30, 2007

Signature

Clarke H. Bronson COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL 1203 GOVERNOR'S SQUARE BLVD, STE 300 TALLAHASSEE, FLORIDA 32301

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2006-2007 RENEWAL APPLICATION FOR Tacksonville OCCUPATIONAL LICENSE TAX 8297184,0000 of 1000

CITY OF JACKSONVILLE/DUVAL COUNTY MIKE HOGAN. TAX COLLECTOR

DATE 05/25/2006

SHF Burr

THE 409

231 E FORSYTH STREET ROOM 130 JACKSONVILLE, FL 32202-337

40.00

PHONE: (904) 630-2080 FAX: (904) 630-1432

WEBSITE: www.col.net/tc

Note - A penalty is imposed for failure to keep this license exhibited conspicuously at your establishment of place of business. This license is furnished pursuance of chapter 770-772 City ordinance codes.

AAA LANDSCAPE & DESIGN, INC DORAN, GWENDOLYN H 54265 JONAS DR CALLAHAN, FL 32011-4725

RETURN ADDRESS 231 EAST FORSYTH ST. ROOM 130 JACKSONVILLE, FL 32202-3369

LICENSE NUMBER:

1768250000

ACCOUNT NUMBER: 41547

LOCATION ADDRESS:

CALLAHAN FL 0

DESCRIPTION:

PUBLIC SERVICE OR REPAIR, NOT SPEC

TAX DUE BASED ON CURRENT INFORMATION

	Sep 30	Oct-10% Pen	Nov-15% Pen	Dec-20% Pen	Jan-25% Pen			
COUNTY TAX (323079)	13.75	15.13	15.81	16.50	17.19			
MUNICIPAL TAX (MC 772.326-15)	46.25	50.88	53.19	55.50	57.81			
TOTAL DUE	60.00	66.01	69.00	72.00	75.00			

- 1) PLEASE REFER TO THE BELOW AREA TO MAKE ANY ADDRESS CORRECTIONS.
- 2) PLEASE REFER TO THE INSERT TO STUDY THE TAX RATE CHART AND MAKE ANY TAX RATE ADJUSTMENTS IF APPLICABLE.
- 3) ACCORDING TO ORDINANCE 89-1055-516, THE TAX COLLECTOR IS AUTHORIZED TO WITHHOLD ISSUANCE OF AN OCCUPATIONAL LICENSE FOR UNPAID OR DELINQUENT TANGIBLE PERSONAL PROPERTY TAXES.

人物的工具是各种的企业的工程的工程的工程和中的工程的工程。

4) PLEASE ALLOW 5 TO 7 WORKING DAYS FOR YOUR APPLICATION TO BE PROCESSED. YOUR OCCUPATIONAL LICENSE WILL BE AUTOMATICALLY MAILED TO YOU.