

Contract No. CN08-51
Bid/Proposal No.: N/A

FOURTH ADDENDUM TO AGREEMENT
FOR LANDSCAPING SERVICES FOR NASSAU AMELIA UTILITIES

THIS ADDENDUM entered into this 12th day of December, 2007, 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 entered into subsequent renewal periods for the period of January 11, 2005 through January 11, 2008; and

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

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. AAA shall be compensated at a rate not to exceed \$26,000.00 per year, as amended in the first

addendum to the agreement dated the 22nd day of November, 2004.

2. The provisions of paragraph 7 of the attached agreement for lawn maintenance services shall be extended from January 12, 2008 to January 11, 2009.
3. 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.
4. 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 Coordinator 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 Coordinator and the Utility Manger 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 Coordinator and the Utility Manager or

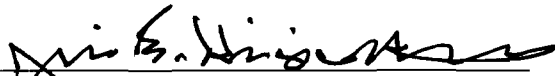
their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Coordinator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising 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.

5. The provisions of paragraph 9.a of the attached agreement for lawn maintenance services shall be amended as follows: To the County: ~~J. M. "Chip" Oxley, Jr., Post Office Box 456, Fernandina Beach,~~

FL ~~32035-0456~~ John A. Crawford, Ex-Officio Clerk,
76347 Veterans Way, Yulee, Florida 32097.

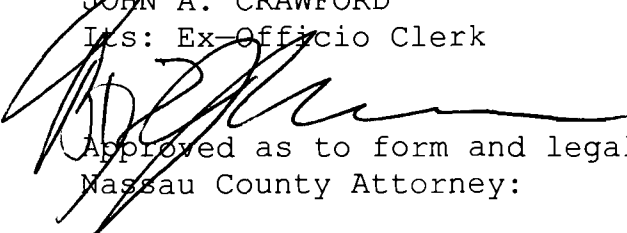
5. All other provisions of the Agreement dated January 14, 2004, not in conflict with this Addendum, shall remain in full force and effect.
6. Time is of the essence.


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

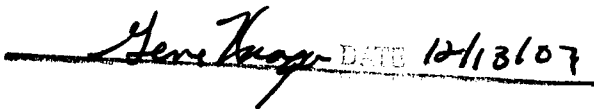
ATTEST: as to Chairman's signature only


JOHN A. CRAWFORD
Its: Ex-Officio Clerk


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


DAVID A. HALLMAN

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY


Gene Knaga - DATE 12/13/07

AAA LANDSCAPING & DESIGN, INC.


GWENDOLYN H. DORAN - Owner

EXHIBIT A

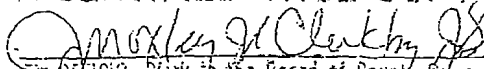
A G R E E M E N T

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


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

AAA LANDSCAPE
AND DESIGN, INC.

Gwendolyn H. Doran
GWENDOLYN H. DORAN
Its: Owner

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 E DORAN, d/b/a AAA LANDSCAPE AND DESIGN, INC., 54265 Texas 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:

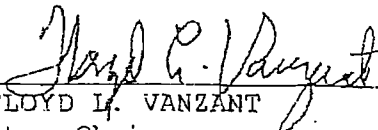
1. Paragraph 3 of the Agreement between the parties dated January 14, 2004, shall be amended as follows:

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



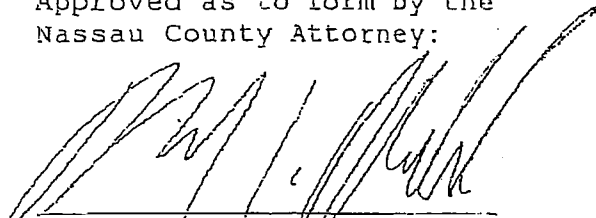
FLOYD L. VANZANT
Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

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.

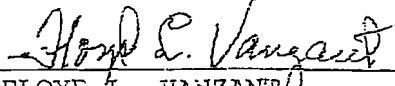
9. Notice required by this Agreement shall be as follows:

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.

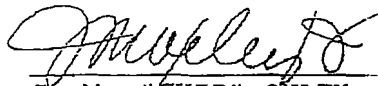
10. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



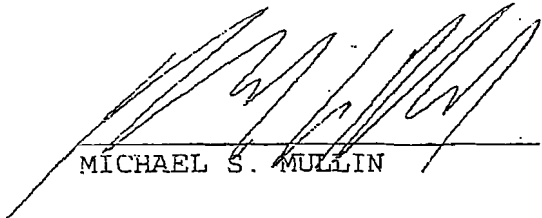
FLOYD L. VANZANT
Its: Chairman

ATTEST:



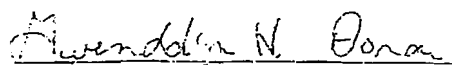
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

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

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:

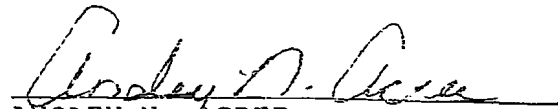
1. The provisions of paragraph 7 of the attached agreement for lawn maintenance services shall be extended from January 12, 2006 to January 11, 2007.
2. The Contractor shall perform its services under this contract, as set forth in the original Agreement dated January 14, 2004, attached hereto as Exhibit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

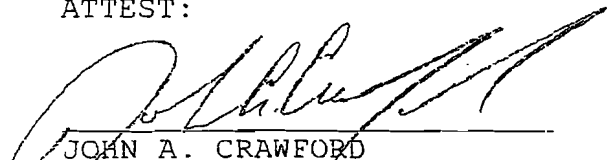
of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

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.

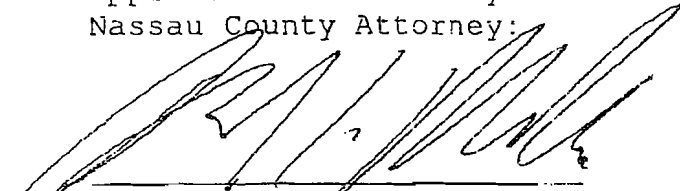
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


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

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.


Gwendolyn H. Doran

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 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

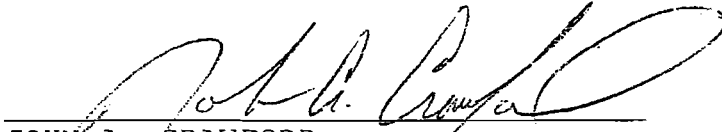
in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation 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

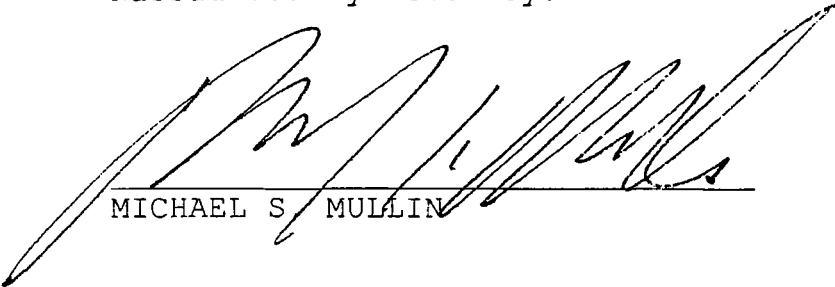

THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST: as to Chairman's signature only



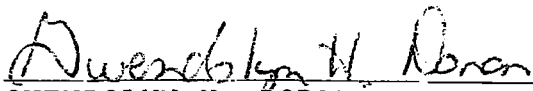
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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



MICHAEL S. MULLIN

AAA LANDSCAPING & DESIGN, INC.



GWENDOLYN H. BORAN - Owner