

Contract No.: CN08-70

Bid/Proposal No.: NC07-035

BEACH AND PARK CLEANING ANNUAL CONTRACT

THIS CONTRACT entered into this 28th day of January, 2008, 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 Rollins Snelling Beach Services, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Beach and Park Cleaning Annual Contract, Bid No. NC07-035, on November 29, 2007 at 2:00 p.m.; and

WHEREAS, the Nassau County Building Maintenance and Recreation Department determined that Rollins Snelling Beach Services was the lowest, most responsive and responsible bidder; and

WHEREAS, on this date, the Board of County Commissioners of Nassau County, based on the recommendation of the Nassau County Building Maintenance and Recreation Department, awarded the bid to Rollins Snelling Beach Services, subject to execution of this contract.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

1. Vendor shall provide beach and park cleaning services as further described in the Scope of Work attached hereto as Attachment "A" and made a part hereof.

SECTION 2. Invoicing/Payment

Vendor shall submit invoices on a monthly basis for services rendered in accordance with the rates provided on the Bid Price Sheet, attached hereto as Attachment "B" and made a part hereof. Vendor shall be paid within forty-five (45) calendar days of receipt of invoice, pursuant to and in

accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70).

SECTION 3. Standards

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

SECTION 4. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 5. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 6. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 7. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 8. Change Orders

A Change Order is a written order to the Contractor, which is signed by the County, authorizing 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. Change orders may be generated by either the

County or the Vendor but must be submitted to and approved by the County before execution of the work. Vendor 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.

SECTION 9. Claims for Additional Cost

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

SECTION 10. Successors and Assigns

The County and the Vendor 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 Vendor 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 office 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 Vendor.

SECTION 11. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 12. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

- (a) Should Vendor 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 Vendor 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.

SECTION 13. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 14. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to

perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 15. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 16. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 17. Term of Contract/Option to Extend or Renew

This Contract shall begin on ~~the date of execution of this contract~~ March 1, 2008 and terminate September 30, 2009. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County. Any extension of performance period under this provision shall be in one (1) year increments, up to a maximum of three (3) extended periods. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 18. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period at least sixty (60) days prior to the termination of the this contract, or any renewal term.

SECTION 19. Probationary Period

The first ~~ninety (90)~~ one hundred and eighty (180) days of this Contract are to be considered a "probationary" period. The

one hundred and eighty (180) day probationary period will allow the County to review the Vendor's ability to perform the Scope of Work during the In-Season. The County shall review the performance of the Vendor at ninety (90) days and one hundred and eighty (180) days. At the County's election, this Contract may be terminated within forty-five (45) days after the probationary period, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 20. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 21. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under

Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$1,000,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when

applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Attachment "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 22. Disputes

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 Department Head 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 Department Head 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 Department Head or his/her designee, and the County Attorney and the County Coordinator and the Department Head 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.

SECTION 23. Entire Agreement


The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

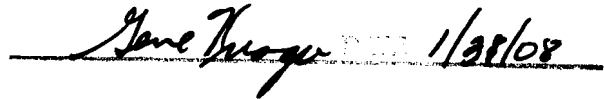
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MARIANNE MARSHALL
Its: Chair

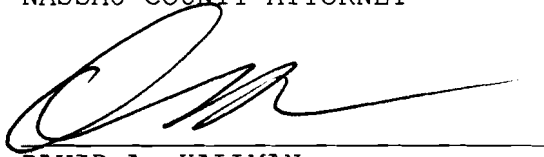
ATTEST TO CHAIR'S
SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

STATE OF FLORIDA
CHIEF DEPUTY CLERK OF THE BOARD OF COUNTY COMMISSIONERS


Gene Kruger
1/28/08

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY


DAVID A. HALLMAN

[Vendor signature on next page]

ROLLINS SNELLING BEACH SERVICES

Rollins Snelling

By: Rollins Snelling
Its: Owner

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared,
Rollins Snelling, who is personally known or
produced drivers license as identification, known to be
the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 28th day of
January, 2008.

Charlotte J. Young
Notary Signature



Notary-Public-State of Florida at large

My Commission expires: 11/07/09

ATTACHMENT "A" – Revised

**NASSAU COUNTY
BEACH AND PARK CLEANING ANNUAL CONTRACT
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

1. Vendor shall perform all work and furnish all necessary labor, equipment, material, and transportation in providing beach and park cleaning services.
2. Vendor shall perform beach and park cleaning services as described herein seven (7) days a week.
3. Schedule shall be established as follows:
 - On-season = March 15 – September 15
 - Off-season = September 16 – March 14
4. Areas: South-end Walkover, Burney Park, Peter's Point Park, Scott Road Beach Access, Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier, Main Beach Park, Seaside Park and North Beach Park. The Atlantic Ocean beach area from the southern boundary of the Fort Clinch State Park south to the northern boundary of the State Park on south end of Amelia Island.
5. **Beach Cleaning:**
 - a) Manual clean seven (7) days a week.
 - b) Vendor shall clean the Atlantic Ocean beach area in Nassau County beaches 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.
 - c) Manual cleaning means cleaning of the beaches by manual picking up 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 and at all beach parks, including Peter's Point, Burney Park, South-end Walkover, Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier, Main Beach Park, Seaside Park and North Beach Park, along with all public walkovers to the beach. This includes the walkovers on and below plus the parking areas. The removal of unsightly and/or dangerous materials; raking the seaweed as needed above the mean high tide line to be raked to the edge of the dunes (all natural debris can be used to prevent erosion) or removed, upon request of the County, and raking the more heavily used areas weekly.
 - d) Vendor shall bury all sea turtles, after they have been marked and any dead birds and large fish left on the beach.
 - e) 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

6. **Restrooms:**

- a) Clean restrooms at Burney Park, Peter's Point and Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier.
- b) Clean restrooms seven (7) days a week
- c) 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, and Monday); July 4th (if part of a weekend, include Saturday and Sunday); Labor Day (Saturday, Sunday, and Monday).
- d) Vendor will provide all cleaning products, disinfectants, paper products and cleaning materials, including garbage can liners.

7. **Garbage Containers:**

- a) Vendor shall empty all garbage containers located on the beach and all garbage containers located at the beach parks 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.
 - b) 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, three (3) times per week on Monday, Wednesday, and Friday, plus all Holidays. There may be times when more dumping is required.
 - c) Vendor 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.
 - d) Vendor shall provide can liners/trash bags
8. Vendor 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 case of an emergency, the Vendor will notify the maintenance technician on call for the period.
9. Vendor shall provide contact information and be subject to respond on an emergency basis, 24 hours a day, seven (7) days per week.
10. Invoices will show amounts separately by restrooms and manual beach cleaning.

(End of Technical Specifications/Scope of Work)

ATTACHMENT "B" - Revised

BID PRICE SHEET

NASSAU COUNTY
BEACH AND PARK CLEANING ANNUAL CONTRACT
Bid No. NC07-035

COMPANY NAME: Rollins Snelling Beach Services
ADDRESS: 9 Water Oak
Ferrandina Florida 32034
PHONE NUMBER: 904-261-1711 FAX NUMBER: Same
904-261-1711
EMAIL ADDRESS: racb100@aol.com

PART 1: DAILY PICK-UP OF LITTER FROM BEACHES AND ALL PUBLIC WALKOVERS:

March 15 to September 15 \$ 7125⁰⁰ per month
September 16 to March 14 \$ 4750⁰⁰ per month
Sub-total per year: \$ 71,250⁰⁰ / (Prices include can liners/bags)

PART 2: RESTROOM CLEANING:

	<u>March 15 - September 15</u>	<u>September 16 - March 14</u>
Burney Park	\$ <u>950⁰⁰</u> per month	\$ <u>633⁰⁰</u> per month
Dee Dee Bartels - NEBR	\$ <u>475⁰⁰</u> per month	\$ <u>317⁰⁰</u> per month
Peters Point Park	\$ <u>950⁰⁰</u> per month	\$ <u>633⁰⁰</u> per month

Sub-total per year: \$ 23,748⁰⁰ / (Prices include all cleaning and paper supplies and double cleaning on holidays and holiday weekends)

TOTAL ANNUAL BID: \$ 94,998⁰⁰ /

PRODUCER Mathis Insurance of Amelia
2110 Sadler Road
Fernandina Beach, FL 32034
Phone (904)491-7622 Fax (904)491-7624

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ROLLINS SNELLING
DBA: ROLLINS SNELLING BEACH SERVICE
9 WATER OAK
FERNANDINA BEACH, FL 32034

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN RELIABLE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q00026239	02/20/08	02/20/09	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) 2008 MAR - 5 PM 2:50 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACCIDENT AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

RECEIVED CONTRACT MANAGEMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 BEACH CLEAN UP SERVICES / JANITORIAL

CERTIFICATE HOLDER

CANCELLATION

NASSAU COUNTY BOARD OF COUNTY COMMIS
96160 NASSAU PLACE
YULEE, FL 32097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 GLENN G MATHIS





REPRESENTING
ALEX SINK
 CHIEF FINANCIAL OFFICER
 STATE OF FLORIDA

March 7, 2008

**VERIFICATION OF AUTOMATIC EXEMPT STATUS FROM WORKERS' COMPENSATION
 COVERAGE REQUIREMENTS**

This letter verifies that the individual listed below is **AUTOMATICALLY EXEMPT** from Florida workers' compensation coverage requirements within the scope of the non-construction business or trade listed below and is not required to obtain an exemption issued by the Division of Workers' Compensation in order to achieve exempt status.

PERSON: Rollins Snelling
 BUSINESS NAME: Rollins Snelling Beach Services, LLC
 ADDRESS: 9 Water Oak Drive
 CITY: Fernandina Beach, FL 32034
 TYPE OF NON-CONSTRUCTION
 BUSINESS OR TRADE: Building Operation by Contractor
 CLASS CODE OF BUSINESS: 9014

This verification of automatic exempt status applies **ONLY** within the scope of the non-construction business or trade listed above, and applies **ONLY** to the individual listed above. However, if Rollins Snelling Beach Services, LLC employs four or more full or part-time employees, it must obtain workers' compensation coverage. A member of a limited liability company engaged in the non-construction industry is considered an employee if the member meets the definition of employee as defined in Section 440.02(15)(a), Florida Statutes.

If Rollins Snelling engages in a construction-related activity as defined in section 440.02(8), Florida Statutes, or in Rule 69L-6.021, Florida Administrative Code, the automatic exempt status for Rollins Snelling shall not apply, and Rollins Snelling must comply with workers' compensation coverage requirements for the construction industry.

If Rollins Snelling is a corporate officer as defined in Section 440.02(9), Florida Statutes, this Verification of Automatic Exempt Status from Workers' Compensation Coverage Requirements for Rollins Snelling does not apply. In order to become exempt, Rollins Snelling is required to complete an exemption application and submit the application to the Division of Workers' Compensation. If the Division of Workers' Compensation determines that Rollins Snelling meets the eligibility requirements for the issuance of an exemption, the Division of Workers' Compensation will issue an exemption to Rollins Snelling.

If you have any questions, please call (850) 413-1609.

Sincerely,

DIVISION OF WORKERS' COMPENSATION
 BUREAU OF COMPLIANCE

Division of Workers' Compensation • Bureau of Compliance
 200 East Gaines Street • Tallahassee, FL 32399-4228 • Tel. 850-413-1609 • Fax 850-922-1028
 Affirmative Action • Equal Opportunity Employer