AMENDMENT #1 TO THE AGREEMENT FOR BEACH AND PARK CLEANING ANNUAL CONTRACT NASSAU COUNTY, FLORIDA

THIS AMENDMENT is entered into this 9th day of

June ______, 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 the "COUNTY") and ROLLINS SNELLING BEACH SERVICES,

(hereinafter referred to as "Vendor).

WHEREAS, the County entered into an agreement with Vendor on January 28, 2008 to provide beach and park cleaning services for the Beach and Park Cleaning Annual Contract; and

WHEREAS, Vendor shall provide beach and park cleaning services pursuant to the Scope of Work and Technical Specification provided as Attachment "A" to the Agreement; and

WHEREAS, on April 3, 2008, Mr. Rollins Snelling filed a formal written letter disputing that the garbage cans located on Ocean Avenue North and the garbage cans located on the roadside of the City Beach Access areas are not defined within the Scope of the contract; and

WHEREAS; the dispute filed by Rollins Snelling was handled pursuant to the dispute resolution process set forth in the Agreement; and

WHEREAS; the County Attorney, upon reviewing the information available and considered the testimony of all persons at the dispute resolution meeting, made the determination that the County is benefited by a resolution of this matter and agreed to increase the contract to compensate for the additional services; and

WHEREAS, by agreement to accept the increased compensation the Vendor would agree that the amendment provide language that would ensure a clean and safe beach area.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed that the parties amend the Agreement dated January 28, 2008, by making the following changes:

- 1. Attachment "A" Nassau County Beach and Park Cleaning Annual Contract Scope of Work and Technical Specifications shall be amended to include emptying all garbage containers located at all beach walkover's (beach side and road side parking area).
- The monthly rate for Part 1 of Attachment "B" -Daily Pick-up of litter from beaches and all public walkovers shall be increased \$758.33 per month(based on averaging an additional \$175.00 per week for fifty-two (52) weeks divided by 12 months).

March 15 to September 15 $\frac{\$7,883.33}{\$5,508.33}$ per month September 16 to March 14 $\frac{\$5,508.33}{\$80,349.96}$ per month

- 3. Upon execution of the amended agreement, Vendor shall be paid retroactive for the compensation of the additional services the amount of \$2,274.99 for the period from March 1, 2008 through May 31, 2008 (\$758.33 x 3 months).
- 4. Vendor agrees to pick up all garbage as often as needed to ensure a clean and safe beach area, up to and including three times per week.
- 5. Inclusive of the total amended amount of compensation for Part 1 of Attachment "B" Daily Pick-up of litter from beaches and all public walkovers, Nassau County reserves the right, where it deems necessary, to add or reduce the number of garbage containers within the limits of this agreement.
- 6. All other provisions of the Agreement dated January 28, 2008, not in conflict with this Addendum, shall remain in full force and effect.

7. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

MARIANNE MARSHALL

Its: Chair

ATTEST TO CHAIR'S SIGNATURE

JOHN A. CRAWFORD

Its: Ex-Offició Clerk

APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY

DAVID A. HALLMAN

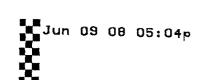
[Signatures continue on next page]

ROLLINS SNELLING BEACH CLEANING SERVICES

STATE OF FloridA COUNTY OF NASSAU Before me personally appeared, Rolling Swelling, who is personally known or produced _____ 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 qub day of June , 2008. Chaulatte Soura Notary Signature Charlotte J. Young Charlotte # DD488687 Notary-Public-State of Florida at large Expires November 7, 2009

My Commission expires: 11-7-09

Its: Owner



June 9, 2008

INVOICE # 104

RETROACTIVE PAYMENT FOR BEACH SERVICES 3/1/08-5/31/08

Rollins Snelling Beach Services, LLC

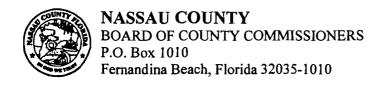
Federal Tax ID# 26-2060459

9 Water Oak Fernandina Florida 32034 904-415-3550

BEACH CLEANING: TOTAL FOR ADDITIONAL SERVICES

\$2274.99

(75833 X3 Months)



Jirn B. Higginbotharn Michael H. Boyle Tom Branan Barry Holloway Marianne Marshall Dist. No. 1 Fernandina Beach Dist. No. 2 Amelia Island Dist. No. 3 Yulee Dist. No. 4 Bryceville Dist. No. 5 Callahan

> JOHN A. CRAWFORD Ex-Officio Clerk

DAVID A. HALLMAN County Attorney

EDWARD L. SEALOVER County Coordinator

Mr. Rollins Snelling Rollins Snelling Beach Cleaning Services 9 Water Oak Fernandina Beach, FL 32034

RE: Amendment 1 to the Agreement for Beach Cleaning Services
Annual Contract

June 16, 2008

Dear Mr. Snelling:

During a regular session of the Nassau County Board of County Commissioners held June 9, 2008, the Board approved and authorized the Chair to sign the referenced addendum. I have enclosed one fully executed agreement for your records.

If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

John A. Crawford Ex-Officio Clerk

/ca

Enclosure

(904) 491-7380 or (800) 789-6673