

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).
2. 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 \$7,883.33 per month
September 16 to March 14 \$5,508.33 per month
Sub-total per year for Part 1: \$80,349.96

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-Officio Clerk

APK 6/11/08

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY


DAVID A. HALLMAN

[Signatures continue on next page]

ROLLINS SNELLING BEACH
CLEANING SERVICES

Rollins Snelling

ROLLINS SNELLING
Its: Owner

STATE OF Florida
COUNTY OF NASSAU

Before me personally appeared,
Rollins Snelling, 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 9th day of
June, 2008.

Charlotte Young
Notary Signature

Notary-Public-State of Florida at large

My Commission expires: 11-7-09





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 x 3 months)



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
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

June 16, 2008

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

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,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

/ca

Enclosure

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

An Affirmative Action / Equal Opportunity Employer