

Contract No.           N/A            
Bid/Proposal No.:           N/A          

**ADDENDUM NO. 1 - FIRST RENEWAL TO THE AGREEMENT  
TO PROVIDE GROUNDS MAINTENANCE SERVICES TO THE  
NASSAU COUNTY HEALTH DEPARTMENT**

THIS ADDENDUM 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 "County") and **NASSAU COUNTY HEALTH DEPARTMENT**,  
(hereinafter referred to as the "Department").

**WHEREAS**, the parties entered into an Agreement dated  
September 25, 2006 for Building Maintenance to provide  
grounds maintenance services for Departments facilities in  
various locations within Nassau County, Florida; and

**WHEREAS**, the original agreement provided for an initial  
term of two (2) years beginning October 1, 2006 and ending  
September 30, 2008, with an option to extend upon mutual  
contract between the Department and the County; any extension  
of performance period under this provision shall be in  
subsequent periods of two (2) years; and

**WHEREAS**, pursuant to Section 2.c, the annual grounds  
maintenance service fee will be increased by three percent

(3%) every year and shall be paid in quarterly installments after the quarter in which services were provided; 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. In accordance with Section 3 of the Agreement for Grounds Maintenance Services dated September 25, 2006, the performance period is hereby extended for an additional two (2) year term beginning October 1, 2008 and ending September 30, 2010.
2. Section 2 of the Agreement is hereby amended to read - The Department hereby agrees:
  - a) To pay the County the amount of twenty-three thousand nine hundred forty-nine and 29/100 Dollars (\$23,949.29) for said maintenance for the first year. Said amount shall be paid in quarterly installments after the quarter in which services were provided; five thousand nine hundred eighty-seven and 32/100 Dollars (\$5,987.32) on January 1, 2009, April 1, 2009, July 1, 2009, with the balance of five thousand nine hundred eight-seven and 33/100 Dollars (\$5,987.33) to be paid on October 1,

2009; Said maintenance for the second year shall be twenty four thousand six hundred sixty-seven and 77/100 Dollars (\$24,667.77) and shall be paid in quarterly installments after the quarter in which services were provided; six thousand one hundred sixty-six and 94/100 Dollars (\$6,166.94) to be paid on January 1, 2010, April 1, 2010, and July 1, 2010, with the balance of six thousand one hundred sixty-seven and 77/100 Dollars to be paid on October 1, 2010.

3. All other provisions of the Agreement dated September 25, 2006, not in conflict with this Addendum, shall remain in full force and effect.
5. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chair

ATTEST TO CHAIR'S SIGNATURE



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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*eeX 6/9/08*

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



DAVID A. HALLMAN

NASSAU COUNTY  
HEALTH DEPARTMENT



By: EUGENIA J. NOG-SEIDEL, M.D., M.P.H.  
Its: Director

## AGREEMENT

THIS AGREEMENT entered into the 25th day of September, 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 the "County", and the NASSAU COUNTY HEALTH DEPARTMENT, hereinafter referred to as the "Department".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon considerations, the parties agree as follows:

1. The Department desires that the County provide the duties of grounds maintenance for the Department at the following locations:
  - a. Health Department Administration at 30 South 4<sup>th</sup> Street, Fernandina Beach;
  - b. Environmental Health Office at 1015 South 14<sup>th</sup> Street, Fernandina Beach;
  - c. Fernandina Beach Clinic at 1620 Nectarine Street, Fernandina Beach;
  - d. Yulee Clinic at 86014 Pages Dairy Road, Yulee;
  - e. Callahan Clinic at 45397 Mickler Street, Callahan;
  - f. Hilliard Clinic at 37203 Pecan Street, Hilliard.
  - g. Five Point Building 2290 & 2292 State Road 200, Fernandina Beach;
2. The Department hereby agrees:
  - a.) To pay the County the amount of twenty-two thousand five hundred seventy-four and 50/100 Dollars (\$22,574.50) for said maintenance for the first year. Said amount shall be paid in quarterly installments of five thousand six hundred and forty three dollars and sixty two cents (\$5,643.62) to be paid after the quarter in which services were provided; and

- b) To pay the agreed sum while occupying all facilities listed. Upon vacating the Environmental Health Office at 1015 South 14<sup>th</sup> Street, Fernandina Beach; the quarterly payments will be reduced by eight hundred and six dollars and twenty three cents (\$806.23) to reflect the change in service; and
  - c) This annual grounds maintenance service fee will be increased by 3 % every year;
3. This Agreement is for a period of two (2) years. This Agreement may be extended upon mutual written agreement of the parties. The Department must notify the County in writing at least sixty (60) days prior to the expiration date of its desire to extend this Agreement for subsequent periods of two (2) years.
4. This Agreement shall commence on October 1, 2006 and shall terminate on September 30, 2008.
5. The County agrees to provide the following grounds maintenance services for the Department:
- a. Mowing of grass on the grounds on a rotating schedule of no less than one time each month; and
  - b. Edge and trim shrubs as needed; and
  - c. Application of fertilizer and herbicide three (3) times per year, and
  - d. Annual application of pesticide control for grass;
6. Disputes. Any dispute arising under this agreement shall be addressed by the representatives of the County and the Department as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Building maintenance 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 Director of Building Maintenance or their designee and a representative of the

Department. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Building Maintenance or his/her designee, and the County Attorney and the County Administrator and the Director of Building maintenance or their designee(s) shall meet with the Department'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 medication shall be borne by the Department. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, medication, the cost of mediation shall be borne by the Department. The Department shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until procedures set forth herein are followed.

7. Modification. This writing contains the entire Agreement of the parties, and shall supercede all previously written and/or oral representations, and/or agreements respecting the same subject matter between parties. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superceded, or otherwise altered, except by a written instrument executed by the parties with the same formalities as the original Agreement.
8. Controlling Law and Venue. The validity, interpretation and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Nassau County Florida.

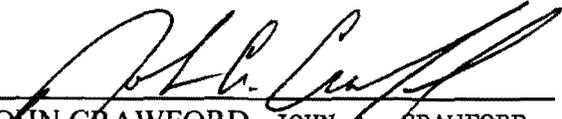
9. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice; one party to the other.

10. Time is of the essence.

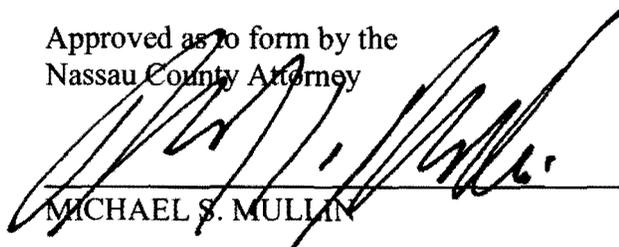
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
THOMAS D. BRANAN, JR  
Its: Chairman

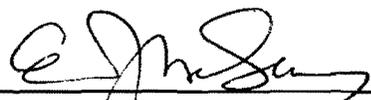
ATTEST: to Chairman's signature:

  
JOHN CRAWFORD JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

NASSAU COUNTY  
HEALTH DEPARTMENT

  
EUGENIA J. NGO-SEIDEL, M.D., M.P.H.  
Its: Director