

Nassau County  
14th Street Roundabout Landscape  
Maintenance Adoption Agreement

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of December, 2013, by and between Nassau County Board of County Commissioners, hereinafter called the COUNTY and the Avalon Company, a pest control company of Jacksonville, Florida, hereinafter called the GROUP, for the landscape maintenance of the roundabout and splitter islands at the S. 14th Street and Amelia Island Parkway intersection, hereinafter called the SITE;

**WITNESSETH**

WHEREAS; the intersection of S. 14th Street and Amelia Island Parkway is located within COUNTY right of way and is a part of the COUNTY roadway system.

WHEREAS; the COUNTY has responsibility for operation and maintenance of the COUNTY roadway system.

WHEREAS; the GROUP desires to adopt the following site for landscape maintenance.

NOW, THEREFORE, the parties agree as follows:

I.

**THE GROUP SHALL:**

- A. Perform weed removal and pest prevention services at the SITE a minimum of once every three months;
- B. Mow the three approach splitter islands at the SITE when the existing grass and vegetation reaches 8 inches in height;
- C. Work during daylight hours in good weather conditions only;
- D. Ensure traffic impacts including sight clearances are minimal;
- E. Ensure workers wear safety vest at all times while working at the SITE.
- F. Perform work in a safe manner while conforming to all OSHA rules and guidelines;
- G. Clean the GROUP'S permanent signage as needed, including vegetation at sign base;
- H. Obtain approval from the COUNTY should the GROUP install new plants at the SITE.

**THE COUNTY SHALL:**

- A. Provide Adopt-A-Highway signs at each of the three approaches at the SITE for the period that this agreement is in effect.

II.

The GROUP covenants and agrees that it will indemnify and hold harmless the COUNTY, and all its officers and agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the GROUP during the performance of the Agreement, whether to any person or property to which the COUNTY or said parties may be subject, except that neither group nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY, and its officers, employees, or agents acting within the scope of this agreement.

III.

Either party may terminate this Agreement for any reason upon thirty (30) days of written notice. Such notice shall be delivered to the following:

For the COUNTY: Nassau County Engineering Services Dept., 96161 Nassau Pl., Yulee, FL 32097

For the GROUP: The Avalon Company, Inc.

IV.

This Agreement is non-transferable in whole or in part without the written consent of the COUNTY.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

“GROUP”

Witnesses:

*[Handwritten Signature]*

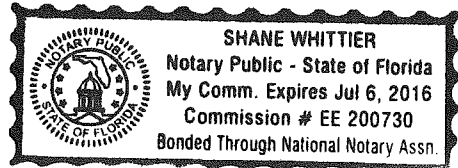
Print Name: Cory B. Guarrant

12-20-12

STATE OF FL  
COUNTY OF Nassau

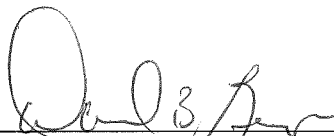
The foregoing instrument was acknowledge before me this 20<sup>th</sup> day of December, 2012, by Cory B. Guarrant, who is/are personally known to me or who has/have produced Driver's License - 6653-102-81-171-9 as identification and who did take an oath.

*[Handwritten Signature]*  
Printed Name: Shane Whittier  
NOTARY PUBLIC  
State of FL at Large  
My Commission Expires: July 6<sup>th</sup>, 2016



ACCEPTED BY:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER

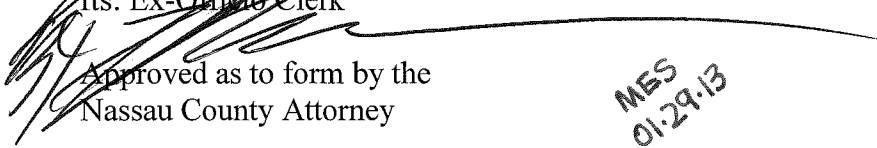
Its: Chairman

Attest to Chair's Signature:




JOHN A. CRAWFORD

Its: Ex-Officio Clerk



Approved as to form by the  
Nassau County Attorney

MES  
01-29-13



DAVID A. HALLMAN