

**CONTRACT FOR NASSAU COUNTY BEACH AND PARK
CLEANING SERVICES**

THIS CONTRACT entered into this 30th day of September, 2016, 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, LLC**, 9 Water Oak, Fernandina Beach, Florida 32034, hereinafter referred to as "Vendor".

WHEREAS, the Vendor's contract with the County expires September 30, 2016; and

WHEREAS, the County "bid out" the services set forth in Exhibit "A"; and

WHEREAS, the County received bids and upon consideration of the bids, rejected all bids; and

WHEREAS, the County requires the services set forth in Exhibit "A" to continue on a month to month basis until a new bid is prepared; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the citizens to contract with the Vendor on an interim basis.

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

The County does hereby retain the Vendor, on an interim basis, to provide services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. Compensation

The County shall pay the Vendor on a monthly basis for services rendered as described in the Scope of Work attached hereto as Exhibit "A". The below listed charges include can liners/bags, all cleaning and paper supplies and double cleaning on holidays and holiday weekends.

2.1. \$5,956.20 monthly for daily pick-up of litter from beaches and all public walkways.

2.2. \$684.47 monthly for restroom cleaning at Burney Park.

2.3. \$342.77 monthly for restroom cleaning at Dee Dee Bartels-NEBR.

2.4. \$684.47 monthly for restroom cleaning at Peters Point Park.

Total monthly charge for the above services are \$7,667.91, no other charges will be accepted. The Vendor shall invoice the County at the end of each month services were performed. No payment will be made in advance of services rendered.

SECTION 2. Invoicing/Payment

The County shall pay the vendor 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). The invoice submitted shall be in sufficient detail to verify compliance with the required services.

SECTION 3. Acceptance of Services

Receipt of an invoice shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough review indicates that the performance meets bid specifications and conditions as determined by the County Manager or his designee. Should the County Manager or his designee agree to accept the performance on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

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. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract.

SECTION 9. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 10. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County Manager.

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 and is in default.

SECTION 13. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part, said determination shall be in writing for convenience, by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. The written termination should be signed by the County Manager or his designee. 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, if the performance meets the specifications and conditions as determined by the County, to the extent such responsibility has not been excused by breach or 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. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County.

SECTION 18. Period of Contract/Option to Extend or Renew

This Contract shall begin on October 1, 2016 and terminate November 30, 2016. The performance period of this Contract may be extended by the County Manager, on a month by month basis, at the same rate. The month to month extension shall not exceed four (4) months.

SECTION 19. 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 20. 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 \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 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 each occurrence, \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, 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 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 Exhibit "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. General Liability, Auto Liability and Workers Compensation policies must contain a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. 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. Failure to provide the proof described shall cause the County to terminate the contract.

SECTION 21. Disputes

Any dispute arising under this Contract may be addressed by the County Manager or his designee and the Vendor. Any initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

The County Manager may notify the County Attorney. The County Attorney and the County Manager may meet with the Vendor.

SECTION 22. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor/vendor/consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor/vendor/consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.


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.

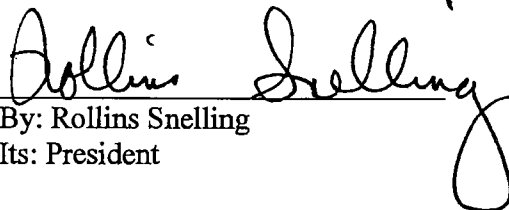
IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



TED SELBY
Its: Designee

ROLLINS SNELLING BEACH SERVICES, LLC

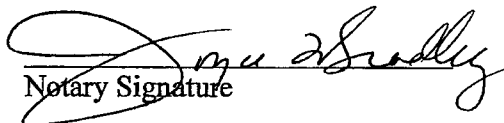


By: Rollins Snelling
Its: President

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 30th day of September, 2016.



Notary Signature

Notary-Public-State of Florida at large

My Commission expires: 12-23-2017



JOYCE T. BRADLEY
Notary Public, State of Florida
My Comm. Expires Dec. 23, 2017
Commission No. FF 75458

EXHIBIT "A"-

NASSAU COUNTY BEACH AND PARK CLEANING SERVICES
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. 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.
4. **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 (all natural debris can be used to prevent erosion) 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
5. **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.
 - d) Vendor will provide all cleaning products, disinfectants, paper products and cleaning materials, including garbage can liners. Disinfectants shall be other than chlorine bleach and requires County approval prior to use.

6. Garbage Containers:

- a) Vendor shall empty all garbage containers located on the beach, and all garbage containers located at the beach parks, and all garbage containers located at all beach walkovers (beach side and road side parking areas) 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) There are currently 194 garbage containers including 12 in the restrooms. Nassau County and the City of Fernandina Beach reserve the right to add or delete garbage containers to accommodate the areas as beach patron numbers fluctuate. This will not be an increase to the contract amount.
 - c) Vendor shall be responsible for all dumping fees. 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 a properly licensed landfill.
 - d) Vendor shall work with the County Facilities 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.
 - e) Vendor shall provide can liners/trash bags.
7. 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.
8. Vendor shall provide contact information and be subject to respond on an emergency basis, 24 hours a day, seven (7) days per week.
9. Invoices will show amounts separately by restrooms and manual beach cleaning.

(End of Technical Specifications/Scope of Work)