

**AMENDMENT NO. 1 / FIRST EXTENSION TO THE
AGREEMENT FOR BEACH AND PARK CLEANING SERVICES**

THIS ADDENDUM entered into this 13th day of November, 2017 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 parties entered into an Agreement dated January 18, 2017 for Beach and Park Cleaning Services; and

WHEREAS, the original agreement provided for an initial term beginning February 1, 2017 and ending January 31, 2018, with an option to extend upon mutual contract between the Vendor and the County; any extension of performance period under this provision shall be in one (1) year increments; and

WHEREAS, it is necessary to amend Section 13 - Termination for Convenience and Section 23 - Disputes; 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. Section 13 - Termination for Convenience shall be amended as follows: 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.

2. In accordance with Section 18 of the Agreement for Beach and Park Cleaning Services dated January 18, 2017, the performance period is hereby extended for an additional one (1) year beginning February 1, 2018 and ending January 31, 2019.

3. Section 23 - Disputes shall be amended as follows:
~~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.~~

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's

interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

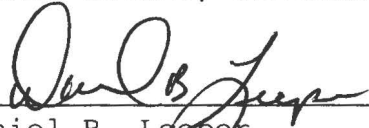
If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

4. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

[REMAINDER TO THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties have executed this amendment as of the day and year first stated above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Daniel B. Leeper
Its: Chairman


ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
11.14.17

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



MICHAEL S. MULLIN

[Signatures continued on next page]

ROLLINS SNELLING BEACH SERVICES, LLC

Rollins Snelling
By: Rollins Snelling Beach Services LLC
Its: member - President

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared,
Rollins Snelling, who is personally known or
produced FL DL 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 29th day of
September, 2017

Jennifer Bryant
Notary Signature



JENNIFER BRYANT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235517
Expires 5/28/2019

Notary-Public-State of Florida at large
My Commission expires: 5/28/2019