

**ADDENDUM TO GROUNDS MAINTENANCE CONTRACT (CONTRACT FOR  
LANDSCAPING SERVICES) BETWEEN MADISON COUNTY BOARD OF  
SUPERVISORS AND EXCELL LAWN SERVICE**

**RECITALS**

WHEREAS, the Madison County Board of Supervisors entered into a contract with Excell Lawn Service, as maintenance contractor for mowing, maintenance and upkeep of the lawns and grounds adjacent to county buildings, facilities and public areas within the county, said maintenance service beginning on June 1, 2020, and continuing to-date, pursuant to said contract attached hereto as Exhibit "A"; and

WHEREAS, pursuant to a lawful bid process and vote of the Madison County Board of Supervisors, Excell Lawn Service was awarded an additional contract as "landscape contractor," for the yearly provision of certain landscape services, including flowerbed maintenance and ground cover and related materials; and

WHEREAS, as the additional contract for landscape services requires an addendum to the previous lawn maintenance contract between Excell Lawn Services and the Madison County Board of Supervisors, said addendum, which contains the terms and conditions for additional landscaping services follows thusly, to-wit:

**ADDENDUM FOR LANDSCAPING SERVICES**

1. PARTIES: Madison County Board of Supervisors retains Excell Lawn Services, as its landscape contractor, to provide certain landscaping services at/for the following designated county buildings, facilities and public area within the county.
  - a. Circuit Court- 128 West North Street.
  - b. Chancery Court/County Office Complex-125 W. North Street.
  - c. Department of Human Services-867 Martin Luther King Drive.
  - d. Justice Court- 2961 South Liberty Street.
  - e. Historic Courthouse- Courthouse Square, Canton, MS.
  - f. Youth Service Department- 317 North Union Street.
  - g. South Annex (Madison Office)- 171 Cobblestone Drive

2. Term and Duration: This contract expires on December 31, 2027, but may be renewed for a four-year term by explicit agreement of the parties, or by automatic renewal on its anniversary date, unless the board of supervisors, sitting in a new term of office, votes not to renew the contract.
3. Duties and Performance: The Landscaping Contract requires Excell Lawn Services to perform certain duties such as regularly installing pine straw, rose bushes, and providing such flowers, ground cover and other materials, being more specifically outlined in Exhibit "B" hereto.
4. Payment and Compensation:
  - a. The landscape contract requires a "start-up" fee for the initial acquisition of all plants, materials, plants and labor to install same, in the amount of \$17,000.00.
  - b. Thereafter, regular maintenance costs will be invoiced by Excell Lawn Services at the annual rate of \$14,000.00, or semi-annually at the rate of \$7,000.00.
  - c. The normal replacement of flowers, pine straw and materials over the life of the contract, as needed, will be invoiced at the estimated cost and rate as outlined in the proposal attached hereto as Exhibit "B".
5. Termination: In accordance with the previous contract (Grounds Maintenance Service Contract) this contract (Flowerbed Maintenance and Landscaping Contract) may be terminated by either party upon 90 days' written notice to the other party.
6. Independent Contractor: Excell Lawn Service as landscaping contractor, is designated and considered by both parties as an independent vendor to the Madison County Board of Supervisors, and nothing in this agreement shall be interpreted as providing "employee status" to Excell Lawn Service, or to any of its agents, owners or representatives.

WHEREFORE, the contracting parties hereto, through their duly authorized representatives execute this Addendum Contract for Landscaping Services, on this the \_\_\_\_\_ day of July, 2024.

For: Excell Lawn Services  
Supervisors

For: Madison County Board of

By: \_\_\_\_\_

By:

\_\_\_\_\_  
Robert Winn  
President

Gerald Steen,

ATTEST:

\_\_\_\_\_  
Ronnie Lott, Chancery Clerk