

# Nassau County Department of Solid Waste Management

Director  
46026 Landfill Road  
Callahan, Florida 32011

## **Renewal Contract For FY 08-09 Recycling and Education Program Management**

This contract entered into this date October 27, 2008 by and between Nassau County Board of County Commissioners (County) and Keep Nassau Beautiful, Inc. (KNB).

The parties agree as follows:


1. KNB will provide promotion of the County's total recycling program through public education and information, development of a County motto, theme, and development of a countywide school program and development of educational and informational materials.
2. KNB will collect and tabulate, to determine countywide recycling rates, quantities and qualities of materials and total program effectiveness.
3. KNB will keep abreast of new and innovative recycling technology and keep the County informed by attending local, regional, and statewide seminars and conferences.
4. KNB will research, develop, and recommend markets for recycling commodities to determine commodities to be collected, processed and marketed. KNB will develop a local "recycling content" procurement strategy for the county.
5. KNB will submit a monthly report of activities, pertaining to this contract, to the Solid Waste Director.
6. KNB will submit a bill to the County quarterly for the above-mentioned services at a rate of \$4,168.75 per quarter.

Recycling and Education Program Management Contract

7. The County within budgetary constraints may provide educational and informational materials.
8. This contract expires on September 30, 2009 unless either party gives written notice thirty (30) days before date of termination.
9. This contract is for 12 months with the Board of County Commissioners having the option to renew for successive consecutive twelve-month periods. Either party may terminate or modify the agreement by giving 30 days written notice.
10. This contract is contingent upon receipt of grant funding from the State of Florida.
11. **DISPUTES:** Any dispute arising under this contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Solid Waste Director 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 Solid Waste Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Solid Waste Director or his/her designee, and the County Attorney and the County Administrator and the Solid Waste Director or their designee(s) shall meet with the Contractor'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 established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop working during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

**Keep Nassau Beautiful, Inc.**

**Board of County Commissioners**

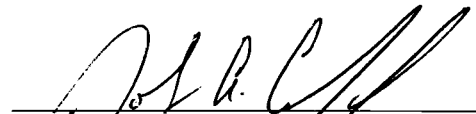
  
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Todd E. Duncan      Date 11/10/08  
Executive Director

  
\_\_\_\_\_  
Marianne Marshall      Date  
Chairman, Board of County Commissioners

Approved as to Form:

Attest:

  
\_\_\_\_\_  
David A. Hallman      Date  
Nassau County Attorney

  
\_\_\_\_\_  
John A. Crawford      Date  
Ex-Officio Clerk      JAC 10/29/08