

**AGREEMENT BETWEEN  
ALACHUA COUNTY AND KEEP NASSAU BEAUTIFUL, INC. FOR THE REQUEST  
AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT  
GRANT ON BEHALF OF NASSAU COUNTY**

This Agreement ("Agreement") made and entered into this 24th day of November, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Nassau County, hereinafter referred to as "Neighboring County." Keep Nassau Beautiful, Inc, a not-for-profit 501 (c)3 agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Agency will provide certain services for the benefit of Nassau County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Nassau County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by the Host County and the Agency, and have approved the request by this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until:

- a. The Florida Department of Environmental Protection discontinues the appropriation of funding,
- b. If terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the three parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in and for the benefit of Nassau County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and

D) To utilize the grant funds solely for the purpose authorized.

E) That the Agency's hazardous waste collection event in Nassau County will occur after the Host County's execution of an Agreement with FDEP for funding and will occur no later than June 30<sup>th</sup> of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Nassau County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Nassau County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Nassau County.

(5) Provide the Agency with copies of all paperwork from its Contractor associated with the Agency's collection event in Nassau County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Nassau County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Nassau County and pay all up front costs associated with the Agency's hazardous waste collection

in Nassau County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Nassau County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Nassau County no later than June 30<sup>th</sup> of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Todd Duncan, Executive Director  
Keep Nassau Beautiful, Inc.  
P.O. Box 1434,  
Yulee, FL 32041

Payment shall be sent to:

Alachua County Board of County Commissioners  
c/o Alachua County Environmental Protection Department  
201 SE 2<sup>nd</sup> Avenue, Suite 201  
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Nassau County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Of the Neighboring County:

The Neighboring County Shall perform the following tasks and ensure their completion:

- (1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Nassau County.
- (2) Cooperate with the Host County in providing staffing, assist with the distribution of advertising and publicity for the hazardous waste collection event(s).
- (3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30<sup>th</sup> of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County

shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. The Agency agrees to protect, defend, indemnify, and hold the Host County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the Host County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the Host County shall extend to any and all work performed by the Agency, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the Host County and the Agency.

Section 8. Insurance. During the term of this agreement, the Agency will procure and maintain insurance in the types and amounts required by Attachment A to this Agreement.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

County: Chair  
Alachua County Board of County Commissioners  
P. O. Box 2877  
Gainesville, FL 32602-2877

with a copy to: J. K. "Buddy" Irby  
Clerk of the Circuit Court

P.O. Box 939  
Gainesville, FL 32602  
ATTN: Finance and Accounting

And to:

Office of Management and Budget  
105 SE 1<sup>st</sup> Avenue, Suite 6  
Gainesville, Fl 32601  
ATTN; Contracts

Neighboring County: Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, FL 32035-1010

Agency: Keep Nassau Beautiful, Inc.  
P.O. Box 1434,  
Yulee, FL 32041

Section 10 Project Records. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the Host County for inspection and copying, upon written request by the Host County, all records in Agency's possession relating to the Agreement. Additionally, the Agency shall make said records available, upon written request by the Host County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the Host County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under

the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Host County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

The Host County shall promptly notify the Agency in writing of any request received by the Host County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the Host County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the Host County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases Host County from claims or damages related to disclosure by Host County.

Section 11 Ownership of Deliverables. All project deliverables and documents are the sole property of the Host County and may be used by the Host County for any purpose.

Section 12 Permits. The Agency will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

Section 13 Laws & Regulations. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 14. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 15. Successors and Assigns. The Host County and Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

Section 16 Independent Contractor. In the performance of this agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the Host County. The Agency is solely responsible for the means, method, technique, sequence, and procedure utilized by the Agency in the full performance of the agreement.

Section 17 Collusion. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 18 Conflict of Interest. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the Host County of any conflict of interest due to any other clients, contracts, or property interests.

Section 19 Prohibition Against Contingent Fees. The Agency warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

Section 20 Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 21 Severability. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

Section 22 Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

Section 23 Governing Law and Venue This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 24 Attachments. All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

Section 25 Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

Section 25 Captions and Section Headings Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 26 Construction This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

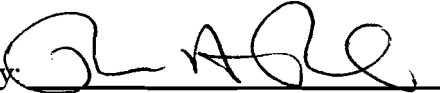
Section 27 Entire Agreement This agreement constitutes the entire agreement and

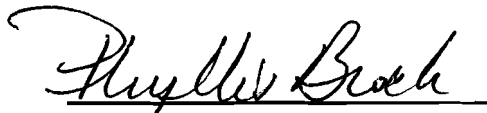


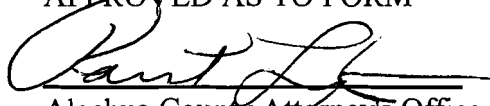
supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

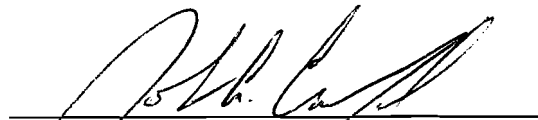
ALACHUA COUNTY, FLORIDA

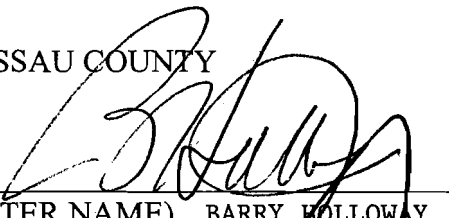
By:   
Randall H. Reid  
Host County Manager

  
Witness to Mr. Reid

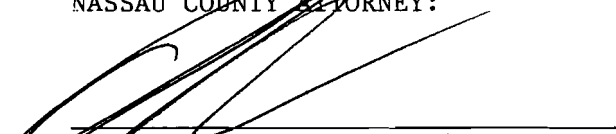
APPROVED AS TO FORM  
  
Alachua County Attorney's Office

ATTEST AS TO CHAIR'S SIGNATURE:


  
JOHN A. CRAWFORD  
EX-OFFICIO CLERK

NASSAU COUNTY  
By:   
(ENTER NAME) BARRY HOLLOWAY  
CHAIR

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
DAVID A. HALLMAN

KEEP NASSAU BEAUTIFUL, INC.

By:   
Todd Duncan, Executive Director  
Keep Nassau Beautiful, Inc.

Attest by Corporate Officer

  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Attachment A – Insurance Requirements