

Contract Number CM1480

**CONTRACT FOR LITTER PREVENTION AND RECYCLING EDUCATION
PROGRAM MANAGEMENT**

THIS CONTRACT entered into this 26th day of October, 2009, 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 **KEEP NASSAU BEAUTIFUL, INC.**, 474429E State Road 200, Fernandina Beach, Florida 32034, hereinafter referred to as "KNB".

The parties agree as follows:

1. KNB will provide educational and prevention services for the Great American Cleanup, the Adopt-a-Shore, the Adopt-a-Road/Street, and Adopt-a-Highway programs. Other programs may be added contingent upon funding availability.
2. KNB will strive to obtain an awareness of the litter problem in Nassau County, reduce litter and improve the appearance of Nassau County by empowering citizens through active participation within the community.
3. KNB will strive to increase awareness and prevent litter in Nassau County through litter prevention education. KNB will strive to reduce litter removal cost and improve the appearance of State Highways in Nassau County by promoting the Florida Department of Transportation's Adopt-a-Highway Program.

4. KNB will also strive to promote awareness of litter free and clean coastlines for both fresh and salt-water areas of Nassau County' to reduce litter and illegal dumping in Nassau County.
5. KNB will assist organized community cleanup events through providing planning, scheduling, and logistical guidance. KNB will pay disposal fees for said events with a minimum annual budget \$6,000.
6. 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.
7. KNB will collect and tabulate, to determine countywide recycling rates, quantities and qualities of materials and total program effectiveness.
8. KNB will keep abreast of new and innovative recycling technology and keep the County informed by attending local, regional, and statewide seminars and conferences.
9. 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.

10. KNB will submit a monthly report of activities, pertaining to this contract, to the Convenience Center and Landfill Closure Manager.
11. KNB will submit a bill to the County quarterly for the above-mentioned services at a rate of \$7,625 per quarter, for an annual total of \$30,500. A summary of the progress of all programs covered under this agreement detailing specific tasks performed by KNB will be submitted to the Convenience Center and Landfill Manager with the request for payment. Additionally, a separate invoice with supporting documentation will be submitted for reimbursement of costs for the Household Hazardous Waste Collection event at an amount not to exceed \$7,578.
12. The County within budgetary constraints may provide educational and informational materials.
13. Certain required programs are detailed in Appendix A which is incorporated into this contract.
14. This contract expires on September 30, 2010 unless either party gives written thirty (30) days before that date. This contract may be renewed for additional one (1) year periods by mutual consent and agreement of the parties in writing.
15. **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 Coordinator with a copy to the Convenience Center and Landfill Closure Manager or Contractor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Convenience Center and Landfill Closure Manager (or their designee), and a representative of the Contractor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

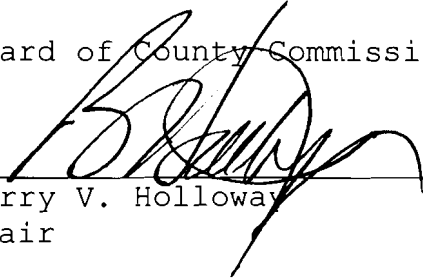
If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Convenience Center and Landfill Manager (or his/her designee), the County Attorney, and the County Coordinator shall meet with the Contractor's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

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, shall 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 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 work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

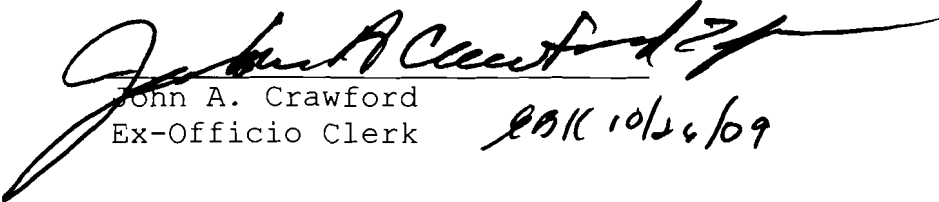
IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

Board of County Commissioners



Barry V. Holloway
Chair

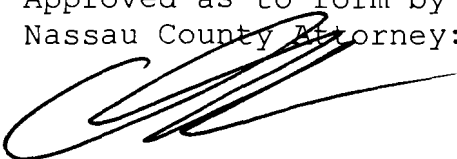
Attest as to authenticity of
Chair's signature:



John A. Crawford
Ex-Officio Clerk

EBK 10/26/09

Approved as to form by the
Nassau County Attorney:



David Hallman

Keep Nassau Beautiful, Inc.



Todd E. Duncan
Executive Director

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared, Todd E. Duncan,
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 8th day of
October, 2009.


Notary Signature

Notary-Public-State of Florida at large
My



Appendix A

Great American Cleanup-Required

Goal: To increase awareness, reduce litter, and improve the appearance of Nassau County, Florida

Objective: To increase awareness, reduce litter, and improve the appearance of Nassau County, Florida by empowering citizens through active participation within the community.

Keep Nassau Beautiful, Inc. (KNB) will participate in the Great American Cleanup in March through May of 2010. KNB will provide all volunteers with trash bags, gloves, and any other supplies needed. KNB will track the number of volunteers, hours spent, locations cleaned, dates, times, and the amount and type of trash picked up. KNB will recognize all volunteers with a Great American Cleanup T-shirt. KNB will recognize volunteers and accomplishments in the local newspapers. KNB will submit all reports to KAB as required. KNB will publish KNB's results in local newspapers.

Litter Prevention Community Presentations-Required

Goal: To increase awareness and prevent litter in Nassau County, Florida.

Objective: To increase awareness and prevent litter in Nassau County, Florida through litter prevention education.

Keep Nassau Beautiful (KNB) will provide presentations for businesses, organizations, groups, etc. in order to promote litter prevention in Nassau County. KNB will provide resources and materials for litter prevention education. KNB will conduct an annual KAB Litter Index and publish the results in KNB's newsletter and website. KNB will publish an ad in the local newspapers.

Adopt-A-Highway Promotion-Required

Goal: To reduce litter removal cost and improves the appearance of State Highways in Nassau County, FL.

Objective: To reduce litter removal cost and improves the appearance of State Highways in Nassau County, Florida by promoting the Florida Department of Transportation's Adopt-A-Highway Program.

Keep Nassau Beautiful, Inc. (KNB) will promote the Florida Department of Transportation's Adopt-A-Highway program by making available informational handouts/pamphlets to the community. These handouts/pamphlets will be available at both Chambers' of Commerce offices, KNB's office, various county/city offices, public library branches, tag agency, and other various business locations. KNB will assist in managing the Adopt-A-Highway program. KNB will include all Adopt-A-Highway participants in the Great American Cleanup and any other cleanup activities. KNB will include all Adopt-A-Highway participants in any KNB systems mailings.

Adopt-A-Shore-Required

Goal: To increase litter free coastline in Nassau County, Florida

Objective: To increase litter free coastline in Nassau County, Florida by empowering citizens.

Keep Nassau Beautiful's (KNB) Adopt-A-Shore program allows businesses, organizations, and individuals to adopt one mile of coastline. The party agrees to do quarterly cleanups for a period of two years. The party also agrees to compete a quarterly report on the amount of trash pick up, the type of trash picked up, the number of volunteers, hours spent, location, date, and time of cleanup. KNB will provide the volunteers with trash bags, gloves, and any other supplies needed. KNB will work in partnership with local garbage haulers to have the litterbags removed. KNB will provide recognition of the party by providing Adopt-A-Shore signs at public entrances to the coastline, stating the adopting party's name and placing an ad in the local newspapers.

Local Adopt-A-Road-Required

Goal: To increase litter free awareness in Nassau County.

Objective: To increase litter free awareness in Nassau County, Florida by empowering citizens.

Keep Nassau Beautiful, Inc.'s (KNB) Adopt-A-Mile program allows businesses, organizations, and individuals to adopt a one-mile county roadside. The party agrees to do quarterly cleanups for a period of two years. The party also agrees to complete a quarterly report on the amount of trash picked up, the type of trash picked up, the number of volunteers, hours spent, location, date, and time of

cleanup. KNB will provide the volunteers with trash bags, gloves, and any other supplies needed. KNB will work in partnership with local garbage haulers to have the litterbags removed. KNB will provide recognition of the party by providing litter control signs in both directions of traffic stating the adopting party's name, placing an ad in the local newspapers.

Household Hazardous Waste

Goal: To increase awareness of the proper handling and disposal of hazardous wastes which are potential hazards to citizens and the environment.

Objective: To increase hazardous waste by providing citizens with an opportunity to safely discard of excess household quantities.

Keep Nassau Beautiful, Inc.'s Household Hazardous Waste program works with the Florida Department of Environmental Protection through Alachua County's Environmental Protection Department to host an annual event.

Coordinating with local businesses and volunteers, we collect a wide variety of household products for safe disposal. In conjunction with the hazardous waste event, we collect electronics for recycling through a state certified handler. This program is designed to assure citizens that their refuse is properly and securely processed for recycling or discarding.