

CS-13-27

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CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT TRACKING NO.

2013 SEP 16 PM 2:19

CM2015

CONTRACTOR INFORMATION

Name: Northeast Florida Regional Council

Address: 6850 Belfort Oaks Place Jacksonville Florida 32216

Contractor's Administrator Name: Brian Teeple Title: Chief Executive Officer

Tel#: 904-279-0880 Fax: 904-279-0881 Email: eanderson@nefrc.org

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13 SEP 17 PM 3:18

CONTRACT INFORMATION

Contract Name: Small Quantity Generators (SQG) of Hazardous Waste Program Contract Value: \$5000 per year

Brief Description: Small Quantity Generator (SQG) Assessment Notification and Verification Program

Contract Dates : From: January 10, 2014 to January 10, 2016 Status: New Renew Amend# CM 13-17-13 W/A/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

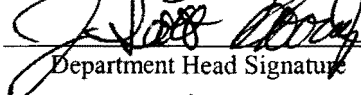
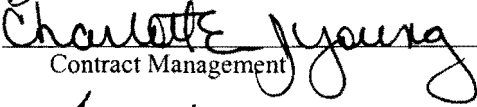

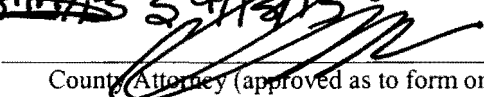
Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

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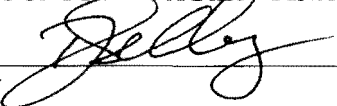
13 SEP 18 PM 3:01

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|----------------|------------------------|
| 1. |  | <u>9/13/13</u> | <u>70340534-531020</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. |  | <u>9/17/13</u> | |
| | Contract Management | Date | |
| 3. |  | <u>9-18-13</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>9/20/13</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 9/20/13
Ted Selby Date

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13 SEP 20 AM 11:34

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

2013 SEP 23 PM 12:53

CONTRACT MANAGEMENT

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**AGREEMENT BETWEEN NASSAU COUNTY AND THE NORTHEAST FLORIDA
REGIONAL COUNCIL FOR THE MANAGEMENT OF THE COUNTY'S SMALL
QUANTITY GENERATORS (SQG) OF HAZARDOUS WASTE PROGRAM**

This Agreement between Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (COUNTY) and the Northeast Florida Regional Council (COUNCIL) is intended to be a continuation of services for the management and implementation of the County's Small Quantity Generators (SQG) of Hazardous Waste program. This contract sets forth the specific tasks to be performed by the COUNCIL to maintain the County SQG Program under this agreement. This contract shall go into effect January 10, 2014 with the initial term of the agreement being for duration of two (2) years.

**ARTICLE I
SCOPE OF WORK**

The COUNCIL shall conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program within the county and in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.). Implementation of the CountySQG program shall be compliant with State of Florida's Department of Environmental Protection requirements for the SQG program.

The COUNCIL will perform the following services:

1. Organize and maintain records of the current County Assessment Roll that identifies the known or potential SQGs in the county.
2. Notify all facilities on the County Assessment Roll of their legal responsibilities regarding proper waste management practices and to provide a list of available hazardous waste management alternatives and waste reduction opportunities.
3. Verify the hazardous waste management practices of at least twenty (20) percent of the facilities registered on the County Assessment Roll through on-site inspections. In a five (5) year cycle, one-hundred (100) percent of the facilities on the County Assessment Roll should be inspected.
4. Update the County Assessment Roll annually no later than July 1st and include the revised information of inspected facilities and any newly identified or potential SQGs. Data collected must be entered into the SQG Database Management System provided by the Florida Department of Environmental Protection.

5. Conduct a minimum of one (1) workshop annually on SQG compliance requirements for inspections and proper hazardous waste management.
6. Submit a cover letter to the Florida Department of Environmental Protection summarizing the following information:
 - the year the current five-year cycle began
 - the method used to update the county Assessment Roll
 - the method used to notify businesses of their waste management responsibilities and alternative options
 - the number of known and potential SQGs on the county Assessment Roll used to base your twenty (20%) percent verification inspections
 - the numbers of known and potential SQGs on the county Assessment Roll that will be used to determine the number of verification inspections for next year
 - a breakdown of the verification inspections conducted for the year.
7. Advise the COUNTY on code or ordinance changes that may increase fee collections for this program.

ARTICLE II CHANGES OR AMENDMENTS TO THE SCOPE OF WORK

Either party may request changes in the Scope of Work to be performed under this contract. Such modifications of the Scope of Work as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as valid modifications to the contract, only in the form of duly signed written amendments to this contract.

The provisions of this contract may be modified through a duly signed written amendment.

ARTICLE III COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

The COUNTY will pay compensation based upon completion of activities identified in the Scope of Work (Article I), the submission of all deliverables listed, and a determination by the COUNTY and the Florida Department of Environmental Protection that the submittal has satisfactorily completed the required activities and deliverables. The COUNTY will provide COUNCIL funding in the amount of \$5,000 annually to maintain and conduct the SQG program.

Each request for payment shall be initiated by the COUNCIL. The COUNCIL'S designated official shall authorize the financial invoice in writing submitted to the COUNTY.

**ARTICLE IV
RECORDS**

The COUNCIL shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of the Contract, and for a period of five (5) years from the date of final payment under this agreement for inspection and/or audit by the COUNTY or other pertinent public agency.

**ARTICLE V
TERMINATION OF CONTRACT**

This agreement may be terminated by either party upon 30 days written notice should the other party fail to substantially perform in accordance with the terms of this agreement through no fault of others. In the event of termination, due to the fault of others than the COUNTY, the COUNCIL shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights to terminate this contract, the COUNTY may delay, withhold or adjust payments under this contract, the COUNCIL may delay or withhold its services, in an attempt to give the other party an opportunity to fulfill its obligations or correct any violation of this agreement.

In addition, in the event of termination for any reason prior to completion of all deliverable and applications contemplated by this contract, the COUNCIL reserves the right to complete such analysis and records as are necessary to place their files in order, and, where considered by them as necessary to protect their professional reputation, a report on the work performed to date. A termination charge to cover the cost thereof for an amount not to exceed twenty five (25%) percent of all charges incurred up to the date of termination may, at the option of the COUNCIL, be made. All finished or unfinished documents, data, correspondence, reports, and maps prepared by the COUNCIL staff under this agreement shall be delivered to the COUNTY.

**ARTICLE VI
CONTROLLING LAW**

This contract is to be governed by the laws of the State of Florida.

The COUNTY understands that this agreement authorizes the COUNCIL to implement a program funded by a grant from the State and as such the COUNCIL is bound by all applicable state and federal laws and regulations, and contract provisions.

**ARTICLE VII
LIABILITY**

The COUNCIL shall hold the COUNTY harmless, consistent against all claims of whatever nature arising out of the COUNCIL'S performance of work under this agreement with the COUNTY, to the extent allowed by law.

**ARTICLE VIII
SUCCESSORS AND ASSIGNS**

The COUNTY and the COUNCIL each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such party, in respect to all covenants and obligations of this contract.

Nothing herein shall be construed to give any rights hereunder to anyone other than the COUNTY and COUNCIL.

The COUNTY recognizes that the COUNCIL will be acting as an agent of the COUNTY during performance of this contract, and as such authorizes the COUNCIL to do so. This includes seeking grant funds supplemental to this agreement from the State of Florida's Department of Environmental Protection, to implement the provision(s) of that grant and of the SQG program under State guidelines.

**ARTICLE IX
DISPUTES**

Any dispute arising under this Contract shall be addressed by the representatives of the COUNTY and the COUNCIL as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or COUNCIL, 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 Manager, the Department Head (or their designee), and a representative of the COUNCIL. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the COUNCIL's representative(s) within thirty (30) days of the County Manager'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 COUNCIL. 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 COUNCIL. COUNCIL 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.

CONTRACT SIGNATURES AND DATE

This agreement and its referenced attachments constitute all the terms and conditions agreed upon by the parties.

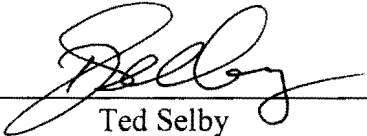
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

FOR THE COUNTY:

FOR THE COUNCIL:

Board of County Commissioners
Nassau County

Northeast Florida Regional Council

BY: 
Ted Selby

BY: 
Brian D. Teeple

County Manager

Chief Executive Officer

Title

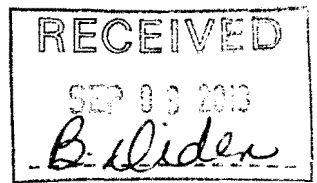
Title

9/20/13

9/5/13

Date

Date



Bringing Communities Together

Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns

September 6, 2013

Ms. Becky Diden
Nassau County Solid Waste
46026 Landfill Rd.
Callahan, FL 32011

Dear Ms. Diden:

Please find enclosed two originals of the contract between Nassau County and the Northeast Florida Regional Council for the SQG program.

Please return an original contract to me for our records.

Should you have any questions, please do not hesitate to contact me at (904) 279-0885 ext. 109.

Sincerely,

Donna Starling
Chief Financial Officer