

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM2254

CONTRACTOR INFORMATION

Name: Keep Nassau Beautiful, Inc.

Address: 474429E State Road 200 Fernandina Beach, FL 32034
City State Zip

Contractor's Administrator Name: Len Kreger Title: Executive Director

Tel#: 904-261-0165 Fax: _____ Email: L.Kreger@comcast.net

CONTRACT INFORMATION

Contract Name: Litter Prevention and Recycling Education Program Management for FY 2015/2016 Contract Value: \$24,705.00 ^{\$31,525²⁰} _g

Brief Description: Annual contract for litter prevention and recycling education program management

Contract Dates : From: 10/01/15 to 09/30/16 Status: X New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other ___ Not for Profit

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

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

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 9/15/15 70357534-534304
Department Head Signature Date Funding Source/Acct #
2. [Signature] 9/15/15
Contract Management Date
3. [Signature] 9-15-15
Office of Management & Budget Date
4. [Signature] 9/14/15
County Attorney (approved as to form only) Date

RECEIVED
 OFFICE OF COUNTY CLERK
 NASSAU COUNTY FLORIDA
 15 SEP 21 AM 8:39

Comments: _____

COUNTY MANAGER- FINAL SIGNATURE APPROVAL

[Signature] 9/17/15
Ted Selby Date

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

**ANNUAL CONTRACT FOR LITTER PREVENTION AND RECYCLING EDUCATION
PROGRAM MANAGEMENT FOR FISCAL YEAR 2015-2016**

THIS CONTRACT entered into this 17th day of September, 2015, 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 Transportations 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 of \$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 keep abreast of new and innovative recycling technology and keep the County informed by attending local, regional, and statewide seminars and conferences.
8. 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.
9. KNB will submit a monthly report of activities, pertaining to this contract, to the Public Works Director.
10. KNB will submit a bill to the County quarterly for the above-mentioned services at a rate of \$6,176.25 per quarter, for an annual total of \$24,705. A summary of the progress of all programs covered under this agreement detailing specific tasks performed by KNB will be submitted to the Public Works Director 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 \$6,820.20.

11. The County within budgetary constraints may provide educational and informational materials.
12. Certain required programs are detailed in Appendix A which is incorporated into this contract.
13. This contract is for the period beginning October 1, 2015 and ending on September 30, 2016 unless either party gives written thirty (30) days before that date.
14. Disputes: Any dispute arising under this Contract shall be addressed by the representatives of the County and KNB as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or KNB, 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 KNB. 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 KNB'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 KNB. 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 KNB. KNB 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.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

15. Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by the County in order to perform the service;

- b. Provide the public with access to such records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d. Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

If a contractor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Designee of the Board of County Commissioners of Nassau County, Florida, this _____ day of _____, 2015.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

TED SELBY, COUNTY MANAGER
ITS: Designee

KEEP NASSAU BEAUTIFUL, INC.

Len Kreger

By: Len Kreger

Its: EXECUTIVE DIRECTOR

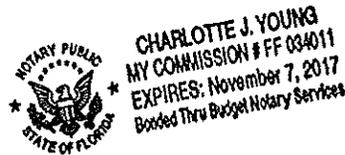
STATE OF Florida

COUNTY OF Nassau

Before me personally appeared, Len Kreger,
who is personally known or produced Drivers License
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 15th day of
September, 2015.

Charlotte J. Young
Notary Signature



Notary-Public-State of Florida at large

My Commission Expires:

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 2015. 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 improve the appearance of State Highways in Nassau County, FL.

Objective: To reduce litter removal cost and improve 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.