

CS-17-59

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2487

CONTRACTOR INFORMATION

Name: Keep Nassau Beautiful, Inc.
Address: 474429E State Road 200 Fernandina Beach, FL 32034
City State Zip
Contractor's Administrator Name: Karen Klima Title: Executive Director
Tel#: _____ Fax: _____ Email: _____

CONTRACT INFORMATION

Contract Name: Litter Prevention and Recycling Education Program Contract Value: \$42,525.00
Brief Description: Annual contract for Litter Prevention and Recycling Education Program Management FY17-18
Contract Dates : From: 10/01/17 to: 09/30/18 Status: 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] 10/27/17 Office of Management & Budget / PW
Department Head Signature Date Submitting Department
2. [Signature] 10/30/17 01357534-534304
Contract Management Date Funding Source/Acct #
3. [Signature] 11/3/17
Office of Management & Budget Date
4. [Signature] 11/6/17
County Attorney (approved as to form only) Date

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 11-9-17
Shanea D. Jones 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

17 OCT 31 AM 8:33

**ANNUAL CONTRACT FOR LITTER PREVENTION AND RECYCLING EDUCATION
PROGRAM MANAGEMENT FOR FISCAL YEAR 2017-2018**

THIS CONTRACT entered into this 9th day of November, 2017, 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.
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 \$24,705.00. 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, separate invoices, with supporting documentation, will be

submitted for reimbursement of costs for two (2) annual Household Hazardous Waste Collections events at an amount not to exceed \$17,820.00.

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. Term: This contract is for the period beginning October 1, 2017 and ending on September 30, 2018 unless either party gives written thirty (30) days before that date.
14. Disputes: The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to KNB by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to KNB. KNB should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may 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. KNB shall not stop work during the pendency of mediation or dispute resolution.


15. Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. 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 required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain

public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 9th day of November, 2017.

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



SHANEA JONES, COUNTY MANAGER
ITS: Designee

[Signatures continued on next page]

KEEP NASSAU BEAUTIFUL, INC.

Karen Klima

By: Karen Klima

Its: EXECUTIVE DIRECTOR

STATE OF Florida

COUNTY OF Nassau

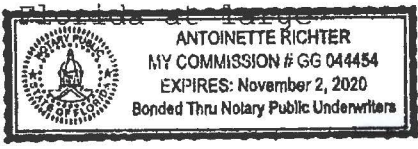
Before me personally appeared, KAREN S. KLIMA, who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of October, 2017.

Antoinette Richter

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. 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 a bi-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.