

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

WHEREAS, the County is required pursuant to Florida Statutes, Chapter 403 to perform assessments, maintain a hazardous waste collection program and small quantity generator notification and verification program; and

WHEREAS, the Northeast Florida Regional Council performs the assessments and programs in compliance with state law; and

WHEREAS, the County desires to enter into an Agreement with the Northeast Florida Regional Council to perform said assessments and programs.

NOW, THEREFORE, Nassau County and Northeast Florida Regional Council agree as follows:

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 Generator (SQG) Assessment, Notification and Verification 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 upon final signature and will end on June 30, 2027, which will allow for annual SQG program work to be completed for Florida Fiscal Years 2022-2023, 2023-2024, 2024-2025, 2025-2026, and 2026-2027.

**ARTICLE I
SCOPE OF WORK**

The COUNCIL shall conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification (ANV) program in accordance with Sections 403.7225, 403.7265(8), 403.7234 and 403.7236 Florida Statutes (F.S.); Rules 62-731, Florida Administrative Code (F.A.C.). Implementation of the County SQG 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.

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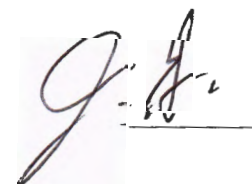
2. Notify all facilities on the County Assessment Roll of their legal responsibilities regarding proper waste management practices and to provide a list of available hazardous waste management alternatives and waste reduction opportunities.
3. Verify the hazardous waste management practices of at least twenty (20) percent of the facilities registered on the County Assessment Roll through on-site inspections or as directed by the Florida Department of Environmental Protection. 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 June 30th 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. Submit an Annual Report to the Florida Department of Environmental Protection summarizing the following information:
 - the year the current five-year cycle began
 - the methods used to update the county Assessment Roll
 - the methods 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.
6. 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.

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**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.

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**ARTICLE VI
CONTROLLING LAW**

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

**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.

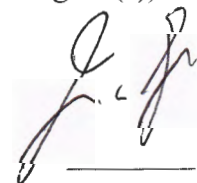
The COUNTY recognizes that the COUNCIL will be acting as an agent of the COUNTY during performance of this contract, and as such authorizes the COUNCIL to do so. This includes seeking grant funds supplemental to this agreement from the State of Florida's Department of Environmental Protection, to implement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

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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.

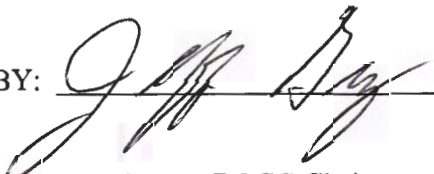
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

FOR THE COUNTY:

FOR THE COUNCIL:

Board of County Commissioners
Nassau County

Northeast Florida Regional Council

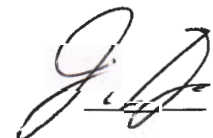
BY: 
Nassau County BOCC Chairperson

BY: Elizabeth Payne
Elizabeth Payne
Chief Executive Officer

Title
July 11, 2022
Date

Title
6/8/2022
Date

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SESSER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Sue Esser	
	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722
E-MAIL ADDRESS: SEsser@cwpowellins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Northeast Florida Regional Council 100 Festival Park Avenue Jacksonville, FL 32202	INSURER A: Southern Owners Ins Co	10190
	INSURER B: Owners Insurance Co	32700
	INSURER C: Great American Insurance Co	16691
	INSURER D: Hanover Insurance Company	22292
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		7843373321	10/15/2021	10/15/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							HNOA	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5304865000	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5304866800	10/15/2021	10/15/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Directors' & Officer			EPP8630738	10/15/2021	10/15/2022	All Claims/Aggregate	1,000,000
D	Crime (Includes Burg)			BDJ1827110	10/15/2021	10/15/2022	Employee Dishonesty	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured as respects General Liability as required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6 Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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