

# BOCC CONTRACT APPROVAL FORM

CS-21-079

(Contract Management Use only)

**CONTRACT TRACKING NO.**

CM-3111

## GENERAL INFORMATION

Requesting Department Solid Waste

Contact Person: Becky Diden

Telephone: (904) 530-6700 Fax: (904) 879-6323 Email: bdiden@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Keep Nassau Beautiful

Address: P.O. Box 16244 Fernandina Beach, FL 32034

City State Zip

Contractor's Administrator Name: Lynda H. Bell Title: Executive Director

Telephone: (904) 261-0165 Fax: ( ) Email: knb@keepnassaubeautiful.org

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: Lynda H. Bell

Authorized Signatory Email: knb@keepnassaubeautiful.org

## CONTRACT INFORMATION

Contract Name: Funding Agreement for FY2021-2022

Description: Funding Agreement for services provided for litter prevention and recycling education program management

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Qtrly Amount per Period: \$6176.25

Total Amount of Contract: \$24,705

APPROXIMATE IF NECESSARY

Source of Funds: 01357534-534304 Termination/Cancellation: 30-days

Authorized Signatory: Taco E. Pope, AICP

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC**

Contract Dates: From: 10/1/2021 to: 9/30/22

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 #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept ✓
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept ✓
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept ✓
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept ✓ Cty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cty Atty/Risk
Insurance	Risk manager <input checked="" type="checkbox"/> has or <input type="checkbox"/> will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Doug Podiak 11/24/2021  
Department Head Date
2. Marshall Eyrman 11/24/2021  
Procurement Date
3. Marshall Eyrman <sup>AR</sup> 11/24/2021 11/29/2021  
Office of Mgmt & Budget Date
4. Denise C. May 11/30/2021  
County Attorney/Contracts Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5.  11/30/2021  
County Manager Date

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

**Original:** Clerk's Services; Contractor (original or certified copy)

**Copies: Department: Procurement: Office of Management & Budget: County Attorney: Contract Management: Clerk Finance**

**ANNUAL CONTRACT FOR LITTER PREVENTION AND RECYCLING EDUCATION  
PROGRAM MANAGEMENT FOR FISCAL YEAR 2021/2022**

THIS CONTRACT entered this 30<sup>th</sup> day of November, 2021, 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.**, P.O. Box 16244, Fernandina Beach, Florida 32035, 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-Street, Adopt-a-Spot 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, Florida, reduce litter and improve the appearance of Nassau County, Florida by empowering citizens through active participation within the community.
3. KNB will strive to increase awareness and prevent litter in Nassau County, Florida through litter prevention education. KNB will strive 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.
4. KNB will also strive to promote awareness of litter free and clean coastlines for both fresh and salt-water areas of Nassau County, Florida to reduce litter and illegal dumping in Nassau County, Florida.
5. KNB will assist organized community cleanup events through providing planning, scheduling, and logistical guidance. KNB may pay disposal fees or accept in-kind services for disposal for said events.
6. KNB will provide promotion of the County's total recycling program through public education and

- information and development of educational and informational materials.
7. KNB will keep abreast of new and innovative recycling technology and litter prevention tools, and keep the County informed of local opportunities for programs.
  8. KNB will submit a monthly report of activities, pertaining to this Contract, to the Public Works Director.
  9. KNB will submit a bill to the County quarterly for the above-mentioned services at a rate of six thousand one hundred seventy-six dollars and twenty-five cents (\$6,176.25) per quarter, for an annual total of twenty-four thousand seven hundred five dollars (\$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.
  10. The County, within budgetary constraints may provide educational and informational materials.
  11. Certain required programs are detailed in Appendix A which is incorporated into this Contract.
  12. Term: This Contract is for the period beginning October 1, 2021 and ending on September 30, 2022 unless either party gives written thirty (30) days before that date.
  13. 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 KNB.

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.

IN WITNESS WHEREOF, the effective date of this Contract shall be the date of its being signed by the Designee of the Board of County Commissioners of Nassau County, Florida, this 30th day of November, 2021.

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



11/30/2021

By: Taco E. Pope, AICP  
ITS: Designee

**KEEP NASSAU BEAUTIFUL, INC.**

*Lynda Bell*

By: 11/30/2021  
Its: EXECUTIVE DIRECTOR

## 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 Keep America Beautiful (KAB) as required. KNB will publish KNB's results with local media using a news release format.

### 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 submit a news release to local media.

### 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 Nassau County Chambers' of Commerce offices, KNB's events, 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 and Nassau County's Road Department to have the litterbags removed. KNB will provide recognition of the party by providing Adopt-A-Shore signs at public entrances to the coastline as approved by the County, stating the adopting party's name and submitting a news release to local media.

### **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-Road 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 and Nassau County's Road Department 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, submitting a news release to local media.

**Local Adopt-A-Spot-Required**

**Goal:** To increase litter free awareness in Nassau County.

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

KNB's Adopt-A-Spot program allows businesses, organizations, and individuals to adopt a county shared access area, such as parks, ballfields, boat ramp launch areas, and trails. The party agrees adopted spot(s) will be cleaned no less than six times annually for a period of two years to foster a clean and more beautiful environment, to encourage community spirit, and to support growth in Nassau County. The party also agrees to complete a report following each cleanup event on the amount of trash or yard debris picked up/removed, the number of volunteers, hours spent, location, date, and time of the event. KNB will provide the volunteers with trash bags, gloves, and other supplies needed. KNB will work in partnership with local garbage haulers, and Nassau County's Road Department to have litterbags and yard waste removed. KNB will provide recognition of the party by providing an Adopt-A-Spot sign at the site in a location approved by the County stating the adopting partners name and submitting a news release to the local media.

**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 proper disposal of 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 Nassau County Solid Waste Department and Florida Department of Environmental Protection through Alachua County's Environmental Protection Department to host a bi-annual event. Coordinating with local businesses and volunteers, a wide variety of household products are collected for safe disposal. This program is designed to assure citizens that their refuse is properly and securely processed for recycling or discarding.

KNB will engage volunteers to assist residents in the removal of items from their vehicles and proper sorting of items for disposal during events. KNB will manage the project task list under direction of the Nassau County Recycling Coordinator.

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place Suite 1  
Yulee, FL 32097

**VENDOR NAME/ADDRESS**  
Keep Nassau Beautiful Inc.  
P.O. Box 16244  
Fernandina Beach FL 32035 904-261-0165

**DEPARTMENT**  
Solid Waste

**REQUESTED BY**  
Becky Diden

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
		01357534-534304		Encumber Contract	CM-3111
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Litter Prevention and Recycling Education Program	4.00	\$ 6,176.25	\$ 24,705.00	01357534-534304
	Management for Nassau County			\$ 0.00	
				\$ 0.00	11/24/2021
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	Enter additional information or details, as needed.				
	Reducing PO Request				

ORIGINAL - FINANCE Shipping \$ 0.00  
COPY - DEPARTMENT Total \$ 24,705.00

**Department Head**  
I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podiak 11/24/2021

**Office of Management and Budget**  
I attest that, to the best of my knowledge, funds are available for payment.  
Marshall Eyerman 11/24/2021 11/29/2021

**County Manager**  
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.  
[Signature] 11/30/2021

Clerk: \_\_\_\_\_  
Date: \_\_\_\_\_