

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. **20051268**

1. ACTION REQUESTED/PURPOSE: Approve a Service Provider Agreement with Keep Lee County Beautiful for Recycling and Solid Waste Community Actions, Promotions, and Education Programs for a one year term with the option to extend the term up to two additional one year periods. The total amount of direct funding for FY05/06 is not to exceed \$89,000.00 and media buys are on a pass through basis with a not to exceed budget of \$35,000.00. Media buys will be directed by the Solid Waste Division.

2. WHAT ACTION ACCOMPLISHES: Continues positive public awareness and education programs for proper recycling and solid waste management.

3. MANAGEMENT RECOMMENDATION: Approve the requested motion.

4. Departmental Category: 8 CBE		5. Meeting Date: 09-20-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	Statute	
	Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	4-4
	Other	
		8. Request Initiated: Commissioner _____ Department Public Works Division Solid Waste By: Lindsey J. Sampson

9. Background:

Lee County has maintained a cooperative and professional relationship with Keep Lee County Beautiful (KLCB) for several years. KLCB promotes and coordinates public education and action programs with the objective of maintaining and improving the aesthetics of the County's neighborhoods, roadsides, and waterways.

This Service Provider Agreement includes the objectives, formats and conditions for over 20 specific programs to be administered and promoted by KLCB. Direct funding for these programs for FY 05/06 is not to exceed \$89,000.00.

Also included in the Agreement is a Public Relations/Promotions Scope of Services for media buys. The media buys are on a pass-through basis without commission, with KLCB receiving up to 10% of the cost of the media purchases. This provides the County with greater flexibility in obtaining predictive coverage at the best rates. The media buys will be administered by KLCB as directed by the Solid Waste Division. KLCB will work with County staff on public education campaigns for recycling and other solid waste programs.

OB5340440100.508210 Envs.- Solid Waste-Aids to Private Organizations
 OB5340640104.508210 Envs.- Solid Waste-Aids to Private Organizations

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. J. [Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN
COUNTY ADMIN FORWARDED TO:

CO. ATTY. FORWARDED TO:

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this _____ day of _____, 20__, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Keep Lee County Beautiful, Inc., hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the Solid Waste and Recycling Education and Promotions services of said PROVIDER as further described herein; and

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated September 1, 2005, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 STANDARDS OF SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.3 COUNTY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.4 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.5 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.6 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated September 1, 2005, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement.

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.1 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.2 TERM OF AGREEMENT. Term shall be for a period of one (1) year with the option of renewal for three (3) additional One (1) year periods by mutual agreement between both parties.

5.3 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement

ARTICLE 6.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

ARTICLE 7.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 8.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 9.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above.

ARTICLE 10.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 11.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 12.0 - NOTICES AND ADDRESS

12.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER by the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Keep Lee County Beautiful, Inc.
1617 Hendry St.
Ft. Myers, Fl. 33901

Attention: Executive Director

12.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given to the COUNTY by the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Lee County Board of County Commissioners
P.O. Box 398
Ft. Myers, Fl. 33902

Attention: Solid Waste Division Director

12.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 13.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER.

ARTICLE 14.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 15.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BY: _____

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairman

DATE:

APPROVED AS TO FORM

BY: _____
County Attorney's

Office

ATTEST:

(PROVIDER)

(Witness)

BY: _____
(Authorized Signature)

(Witness)

(Title)

DATE:

CORPORATE SEAL:

EXHIBIT A

Date: September 1, 2005

SCOPE OF SERVICES

for SOLID WASTE / RECYCLING EDUCATION AND PROMOTIONS

(Enter Project Name from Page 1 of the Agreement)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Service Provider shall provide and perform the following services which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

Refer to detailed Program Mission, Program Strategy, and Program Descriptions on pages A2 through A8.

Program Mission

To coordinate and implement an effort of interested local agencies of government and other public and private organizations and interests to plan for and provide a solution to the waste handling practices in Lee County communities.

The program accomplishes its mission by:

- * Engage in the planning of litter prevention/solid waste/recycling management programs.
- * Conduct, direct, encourage, coordinate, and organize continuous programs of public education relating to litter prevention/solid waste/recycling management.
- * Review, upon request, all plans and activities pertinent to the handling of solid waste and to coordinate these activities with the various levels of government as well as other organizations.
- * Coordinate with the County and local organizations to market programs dedicated to the improvement of waste handling practices in the community and to facilitate the exchange of such programs between local organizations through workshops.
- * Make available to elementary and secondary schools and other public forums, educational programs and materials to promote the proper handling of solid waste.
- * Develop and implement countywide incentive programs designed to motivate individual citizens, local organizations, local governments and other groups interested in participating in solid waste management activities.
- * Provide grants to local schools to be used to implement litter prevention programs through education and broad based citizen involvement at the grass roots level.
- * Conduct training seminars for existing and potential new members.
- * Educate the public in the areas of: Ordinances relating to the handling of solid waste, effective enforcement of ordinances, and solid waste handling technologies.
- * Make and execute contracts necessary to the exercise of its powers, including interagency agreements.
- * Develop and maintain quality staff.

The program is no better than its staff; development and maintenance of a quality staff is a requirement for success.

PROGRAM STRATEGY

The program's strategy has relied on the problems of improper waste handling practices in Lee County. These problems include, but are not limited to:

- ❖ Littering (including illegal dumping)
- ❖ Lack of waste reduction
- ❖ Lack of reuse of certain items
- ❖ Lack of comprehensive recycling in both the multi-family and commercial sectors
- ❖ Lack of markets available for recycling items
- ❖ Lack of both the public and private sectors purchasing recyclable items and the recycling of items that are purchased.

Emphasis is being placed on prevention through information, education, technical assistance and various programs.

Key concepts in meeting this strategy include:

- ❖ Continuous evaluation, annual planning, and employee training
- ❖ Training seminars and conferences on solid waste management for both the public and private sectors.

Currently, the KLCB team has established 22 grassroots programs. The latest results of KLCB's efforts show a litter index of 1.56 (documented February 2005), a litter reduction of .13 less than last year.

Further, for every dollar invested by the local government, \$7.17 was returned to the community/local government in cost avoidance, cost reduction, donated goods, services, and volunteer hours.

The difference between the KLCB system and the proverbial cleanup campaign is the fact that these litter reductions are sustained through education and broad based citizen involvement. The KLCB system has expanded its mission to include comprehensive solid waste management; citizens are being educated to reduce, reuse, and recycle.

PROGRAM DESCRIPTIONS

ADOPT-A-SHORE

Keep Lee County Beautiful, Inc. (KLCB) wrote the pilot for this waterfront cleanup program, which is being put into operation throughout the state. The sign for "adoption" which makes use of recycled plastic, was also designed by KLCB. Lee County has 18 groups assigned to the beach and water front areas. These groups clean their areas a minimum of four times a year. The program is ongoing and directly affects every resident or visitor who uses Lee County beaches.

BUSINESS RECYCLING (LARGE QUANTITY GENERATORS)

KLCB in concert with the LCDSW Recycling Coordinator will identify and contact large quantity generators and review their current waste flow practices with an emphasis on recycling and cost saving of a comprehensive recycling program. KLCB's solid waste committee will implement and track progress. W.I.P.

CLEAN SCENE NEWSLETTER

Word of KLCB's activities is spread by this semi-annual publication that is sent out to 4,500 recipients throughout the County. Continued growth of this educational tool is planned to reach 10,000 + per printing. Local Chamber of Commerce, as well as all Lee County schools will assist in facilitating this necessary growth.

COASTAL CLEANUP

KLCB coordinates Lee County efforts in this annual national cleanup, which, in 2004 had to be cancelled due to the 3 hurricanes. This ongoing program has enjoyed phenomenal success. KLCB has initiated the involvement of area dive groups to clean up submerged litter that endangers marine life.

EARTH DAY TRASH BASH / GREAT AMERICAN CLEANUP

This annual litter cleanup takes place during April a.k.a. Earth Month and is part of the statewide cleanup effort. In 2005, thousands of pounds of trash and recyclable materials were collected in Lee County by over 854 volunteers. Fifteen sites are strategically planted throughout the County, with each site coordinator recruiting local volunteers. Volunteers are provided free supplies and refreshments donated by local sponsors and Keep America Beautiful's National Sponsors.

ENVIRONMENTAL OPEN GOLF TOURNAMENT

This fundraiser is designed to promote KLCB, introduce new sponsors and volunteers to KLCB programs, and at the same time, raise needed funds for programs. Local haulers, recyclers, and other businesses sponsor this "fun & sun" project. It includes numerous hole sponsors at \$100 each. In addition, a field of 144 players (36 foursomes) take part in this annual KLCB event. Each group of four donates \$400 to KLCB to scramble for top prizes and trophies. All participants receive car litterbags filled with giveaways and environmental tips.

LEAVE THE SCENE CLEAN CALENDAR

The calendar showcases the results of the "Leave the Scene Clean" art contest conducted in the schools through all grades. Twelve winning students have artwork printed in the calendar and, in addition, are presented with prize packages donated by local sponsors. Honorable Mention prizes are also awarded. The contest for 2005 received 3,815 entries from public, private, and home schooled students. The calendar is sold by local schools for the support of environmental projects that would otherwise not be possible, keeping 100% of their sale proceeds. Calendars are marketed through retail outlets as well. 10,000 copies are printed and distributed.

LEE COUNTY MEDIA BUYS

As a service to the Solid Waste Departments of Lee and Collier Counties, KLCB has agreed to coordinate a comprehensive solid waste recycling education promotional campaign through media buys and quarterly advertising schedule. Through careful negotiations and bulk airtime purchases KLCB is able to pass along discount savings to the county, enabling these departments to get more coverage power for their dollars.

LITTER INDEX

The Litter Index, developed in June 2000, uses tested and accepted methods of measuring litter accumulation in selected locations in the community. Following strict guidelines laid out by Keep America Beautiful (KAB), KLCB is able to determine effectiveness of litter reduction and prevention programs. A detailed report and documentation is submitted annually to KAB. This is a valuable tool and a requirement of KLCB to maintain our certification as a KAB System. The latest Litter Index performed indicated a .04% litter reduction in the County.

LITTER LOOKOUT, "IN CONJUNCTION WITH THE LEE COUNTY LITTER ORDINANCE NO. 99-04"

Registered volunteers report littering motorists by filling out a report sheet and calling, mailing, or faxing it in to KLCB. The litterer is identified by the vehicle tag number and is sent a letter of reminder that littering is illegal and unsightly. The Lee County Tax Collector provides addresses to KLCB for follow up letters and information. Violators are advised of possible fines and ordinances are explained.

MARINE CLEANUP

The goals of this annual cleanup event are to remove unsightly and environmentally harmful debris from local waters and raise awareness about this preventable problem. Hundreds of boaters pre-register and join forces to remove monofilament fishing line, netting, trash, and litter that is life threatening to marine life. Volunteers receive instructions on how to remove debris and how to maneuver in environmentally sensitive mangrove areas.

MEMBERSHIP

KLCB membership is available on Individual, Family, Business, and Corporate levels. KLCB Board Members are encouraged to secure new business/private members at the \$100 level or above. An award is presented at year-end to the board Member who has put forth the best effort in bringing public/private partnerships to KLCB. In addition, KLCB staff continue the ongoing grassroots level membership drive aimed at families and small businesses. This combined effort results in thousands of dollars in project revenues each year and provides a new volunteer base from which to draw.

RECYCLING PARTNERSHIPS (Business)

Local businesses can voluntarily donate a portion of their income from recyclables to KLCB through a partnership set up by SP Recycling Corporation. These businesses automatically become Business Members of KLCB and are regularly updated on how funds are spent on educational programming.

SCHOOL CURRICULUM PROGRAM

KLCB has directly involved teachers in the development and writing of curriculum units designed to supplement the Florida Department of Education's Four R's curriculum. Worksheets, skits, activities, and field trips focus on litter prevention and appropriate solid waste management. This curriculum is available to every school in Lee County and KLCB's Schools Committee is working in literally every school to promote this solid waste education program. Classroom training coupled with guided tours of our recycling plant, waste to energy plant, and composting facility serves as a positive and fun learning experience for school children of all ages.

TELEPHONE BOOK RECYCLING

In 1992, KLCB planned and coordinated an eight-week program to collect outdated telephone directories for recycling which kept nearly 161 tons of the books out of the landfill. It was deemed so successful that, through the volunteer efforts of the local haulers and business community, this is now an ongoing program with books collected curbside and at collection sites.

***SPECIAL PROJECTS** - KLCB participates in and co-sponsors special community projects, such as:

ADOPT-A-ROAD – The KLCB Board of Directors has adopted two miles of Daniels Parkway (the gateway to Lee County). They physically cleanup six times a year and report their findings to Lee County D.O.T. KLCB also offers incentives to local high school students who want to get involved. Students are brought to Daniels Parkway for a Saturday morning cleanup followed by a corporate sponsor lunch and a donation to the school’s activity programs. Further, KLCB promotes the adopt-a-road program by displaying their A-A-R logo and phone number in all KLCB publications and actively directs callers/volunteers to the program. KLCB’s website features a direct link to the DOT A-A-R website.

BOCA GRANDE PASS CLEANUP – This annual dive cleanup focuses on the world famous Boca Grande Pass fishing area. In its 4th year, divers had removed over 18,000 lbs. of marine debris that was clogging the pass. KLCB helps to sponsor this event in an effort to educate the hundreds of sportsmen that fish this beautiful pass, encouraging them to retrieve their line/hooks and leave the scene clean.

“CAMPUS CLEANUP” in conjunction with the Lee County Schools. KLCB plans, coordinates, and assists all schools, grades 1-12, in cleaning litter on school grounds and roadways near each school. This project involves not only litter control but hands on education as well. Students will count and catalog all litter and identify it by category (plastic, paper, can, bottle, etc.). Once the students have completed the cleanup they will return to the classroom and utilize reading, math and categorizing skills to produce a “What is Litter” and “Where does it come from” report.

LITTER FREE EVENTS – KLCB promotes Litter Free Events as the wave of the future. KLCB contacts event organizers and explains how simple it is to incorporate Litter Free into their event planning. KLCB provides signage, banners, and trash bags or boxes for any event in exchange for the planner to publicly announce that this is a Litter Free event. Guests are asked to properly dispose of all waste. The programs recent success includes Gateway’s Jazz On The Green, Cape Coral Jazz On The Green, and Fort Myers WinterFest.

LIVING AND LEARNING AWARDS PROGRAM – KLCB has partnered with the Lee County Environmental Education Department to encourage and recognize local students who practice sound environmental stewardship. Every school is encouraged to make their campus enviro-friendly through student level projects that include gardens, wildflower planting, eco ponds, butterfly gardens, composting as well as recycling and litter control. Schools submit an annual report of activities and are eligible to receive KLCB project grants as follows: first place \$1000, 2nd place \$500 and 3rd place \$500.

“MONOFILAMENT KILLS” signs were installed at every public boat ramp in Lee County along with a “monofilament recycling box” at the base of each sign. The goal is to educate the public on the problems caused by monofilament line left in the environment which threatens the safety and survival of marine life as well as water fowl and mangroves, resulting in preservation and proliferation of the marine and wild life.

OYSTER RECYCLING PILOT PROGRAM – KLCB has partnered with Florida Gulf Coast University to recycle oyster shells from local seafood restaurants, and return the shells to depleted oyster beds in local water to build a foundation for which to promote new oyster development. Currently there are (2) participating restaurants utilizing 50 gallon recycling totes. This project is ongoing and results will be available in the spring of 2006.

EXHIBIT B

Date: September 1, 2005

COMPENSATION AND METHOD OF PAYMENT

for Solid Waste/Recycling Education and Promotions

Section 1. BASIC SERVICES/TASK (S)

The COUNTY shall compensate the PROVIDER for providing and performing the Task (s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.0 "Compensation and Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP) .

<u>Task No. 1</u>	Public Education, Programs, and Promotions Services.	\$89,000.00	NTE	WIPP
<u>Task No. 2</u>	Servides for Media Buys	\$35,000.00	NTE	WIPP

Note: Payment for Media Buys will be made on a "Pass-Through" cost basis with documentation provided by the Service Provider substantiating such costs. Allowance for sales commissions are not allowed. A 10% mark-up on actual cost is allowed.

Note: Installment payments for Task 1 may be as follows after receipt of Invoice
Payment #1, \$48,000.00, within 30 days of commencement of agreement.
Payment #2, \$27,000.00, after January 1, 2003.
Payment #3, \$14,000.00, after April 1, 2003

EXHIBIT C

Date: September 1, 2005

TIME AND SCHEDULE OF PERFORMANCE

for Solid Waste and Recycling Education and Promotions

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Tasks 1 & 2

The term of this Agreement will be for a period of one year with three (3) one year renewal options.

EXHIBIT D

Date: September 6, 2002

PROVIDER'S ASSOCIATED SUB-CONSULTANT (S) AND SUBCONTRACTOR (S)

for Solid Waste and Recycling Education and Promotions

PROVIDER has identified the following Sub-Consultant (s) and/or SubContractor (s) which may be engaged to assist the PROVIDER in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

NONE

EXHIBIT E

Date: September 6, 2002

PROJECT GUIDELINES AND CRITERIA

for Solid Waste and Recycling Education and Promotions

(Enter Project Name from Page 1 of the Agreement)

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

NONE