

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Susan Dean, 954-797-1042

PREPARED BY: Susan Dean, Program Manager

SUBJECT: Recycling Grant 2008

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR 2008 RECYCLING GRANT FUNDS. (not budgeted - Town to be reimbursed \$6,037)

REPORT IN BRIEF: The Town of Davie previously considered applying for 2008 Grant funds to fund recycling in Pine Island/Bamford Park. The limit for funding was capped at \$5,000. The Town's expenses exceeded the grant limit by \$1,130, and the grant was not applied for. The grant period has closed and that same grant cannot be reapplied for. However, Broward County has found itself with an excess of grant funding from this same grant year 2008. The County has approached the Town of Davie with a proposal for a "pilot project" to set up a Recycling Drop-Off Center for the Town of Davie and all partner cities. Through the excess grant funding, the Town will purchase one 30 cubic yard roll-off container (see Exhibit C) to be located at Pine Island Park in the area of the maintenance shed. This location affords easy access from Pine Island Road. Because the Town is providing this site for the 26 partner cities in the Interlocal Agreement, all revenue generated from the sale of recycled materials will be credited to Davie. The cost to the Town will be nothing as the grant has provided for the purchase of the container and three "pulls" to empty it before October 1, 2008. The Town will be able to continue to fund the project through the 2009 Recycling Grant, as well as reapply for the original grant again in that funding year.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: not applicable

Has request been budgeted? No

Account Name: Recycling Grant 001-0120-334.08-10 (Revenue Account)
Capital Outlay 001-0122-512.64-00 (Expenditure
Account)

If no, amount needed: \$6,037

What account will funds be appropriated from: If approved the grant will be included in the next budget amendment for 2008

RECOMMENDATION(S): Recommend Passage

Attachment(s):

Grant Application	Exhibit A
Grant Agreement	Exhibit B
Photo of Container	Exhibit C
Map of Location	Exhibit D

RESOLUTION R-2008-_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE
FOR 2008 RECYCLING GRANT FUNDS.

WHEREAS, Broward County has excess funds available from the 2008 Recycling Grant; and

WHEREAS, Broward County and the Town of Davie wish to enhance and expand the State Mandate to reduce solid waste in Broward County by 30%; and

WHEREAS, Broward County does not have a County-wide drop off Center; and

WHEREAS, the Town wishes to assist the County in providing a County-wide location for this Center; and

WHEREAS, The County has awarded a grant in the amount of \$6,037 to the Town for the provision of this service; and

WHEREAS, this Grant is 100% reimbursable and there is no cash match needed to qualify for this grant.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute the 2008 Recycling Grant Agreement between the Town of Davie and Broward County, hereto attached as Exhibit B.

SECTION 2: The Appropriate Town Staff are hereby authorized to administer provisions of said grant.

SECTION 3: This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

EXHIBIT A

APPLICATION PROGRAM SUMMARY

Please provide the information requested below for review by the Programs Sub Committee.

General Program description:

Pine Island Park/Bamford Park, located just north of Orange Drive on Pine Island Road is a centrally located Park with easy access from Pine Island Road The Park is open seven days a week. The Town of Davie would like to locate a 30 cubic yard rooftop container to provide a recycling drop off location for the use of all partner cities

Program details:

- **Goals and purposes of this project:**

To increase recycling opportunities for Davie Residents.
To increase recycling education to the thousands of visitors that attend activities at the park each year.
To increase credit for additional materials collected, which will increase Broward County's recycling rate.
To reduce the number of recyclables going into the garbage.
To appeal directly to children with the use of the soda bottle style containers.

- **Measurable objectives of this project:**

This project will be looked at as a pilot program. By analyzing the participation, the tons collected, the amount of contamination, and, the items collected, we will have sufficient information to make an informed decision as to whether the program is successful and worth continuing and expanding..

- **How the project will increase recycling volumes:**

Currently there is no recycling in parks in Davie. Whatever is collected at this Park will be considered an increase over what we are collecting now.

- **Name of contact person who will provide the necessary documentation (and contact information):**

Susan Dean, Programs Manager
6591 Orange Drive, Davie 33314
954-797-1042
susan-dean@davie-fl.gov

- **Whether this project is a continuation or expansion of an existing project or event?**

Neither

- **Assistance from the WRS Public Educations section will be limited to preprinted materials or templates that have been prepared for the Resource Recovery System. Other requests will be considered if they can be used by the Partner Cities. Please indicate whether such assistance is being requested and a description of the request.**

If there are any brochures that deal with recycling in parks, or flyers that can be put around the park, or put on the Town's web site would help a great deal.

Project Budget:

	PROPOSED BUDGET
Grant Funds	\$ 6,130.00
<u>Expenditures</u>	
Equipment	\$5,475.00
Salary & Fringe Benefits	
Printing/Media	
Other supplies & services	\$662.00
<u>Total Eligible Costs</u>	\$6,130
City in kind contribution	
<u>Total Project Costs</u>	\$6,137.00

EXHIBIT B

AGREEMENT
Between
THE RESOURCE RECOVERY BOARD
and

for
Parks Recycling Grant Funds

This is an Agreement between THE RESOURCE RECOVERY BOARD, the governing body of THE BROWARD SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "RRB" and _____, a municipal corporation of the State of Florida, hereinafter referred to as "GRANTEE,"

WITNESSETH:

WHEREAS, GRANTEE is a Resource Recovery System Partner; and

WHEREAS, RRB has created a grant program to stimulate recycling in municipal parks; and

WHEREAS, RRB recommends funding to assist GRANTEE with parks recycling efforts; and

WHEREAS, RRB has determined that these expenditures serve a DISTRICT and public purpose and have included same in the budget of the RRB; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, RRB and GRANTEE agree as follows:

1. **PROJECT SCOPE**
GRANTEE shall use this grant solely as described in its grant proposal (Exhibit "A") attached hereto.
2. **TERM**
The term of this Agreement shall commence on the date it is fully executed by both parties and shall end on September 30, 2008.
3. **PROJECT FUNDING**
RRB agrees to reimburse GRANTEE for expenditures related to the implementation of the project as described in Exhibit "A" in the maximum amount of \$ _____. GRANTEE agrees to expend the funds granted no later than the termination date of this Agreement.

4. **METHOD OF PAYMENT AND FINANCIAL RESPONSIBILITY**

GRANTEE shall submit a reimbursement form (Exhibit "B") not later than 60 days after the termination of this agreement, certified as required on the reimbursement form. The reimbursement request shall be supported by proper documentation including, copies of invoices, receipts, or other evidence of indebtedness for purchases and/or services incurred within the term of this agreement. RRB shall pay GRANTEE within thirty (30) calendar days of receipt of GRANTEE's properly documented reimbursement request. GRANTEE agrees and understands that all funding authorized through this program shall be used only as outlined in this Agreement.

5. **CHANGE IN PROJECT SCOPE**

The RRB may approve changes to the Project Scope, provided that the total grant awarded remains unchanged.

Proposed changes to the Project Scope shall be made in writing, signed by GRANTEE and may be approved by the RRB Executive Director.

6. **INDEMNIFICATION**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

7. **AUDIT RIGHT AND RETENTION OF RECORDS**

RRB shall have the right to audit books, records (including financial receipts), and accounts of GRANTEE that are related to this Agreement. GRANTEE shall keep such books, record, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of GRANTEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, GRANTEE shall make same available in written form at no cost to RRB.

GRANTEE shall preserve and make available, at reasonable times for examination and audit by RRB, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after earlier termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained by GRANTEE until final resolution of the audit

findings. If the Florida Public Records Act is determined by RRB to be applicable to GRANTEE's records, GRANTEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for RRB's disallowance and recovery of any payment upon such entry.

8. **EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE**

GRANTEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. GRANTEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by RRB, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. In addition, GRANTEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

GRANTEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

9. **THIRD PARTY BENEFICIARIES**

Neither GRANTEE nor RRB intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10. **ASSIGNMENT**

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. For the RRB, such written consent may be given by the RRB through the RRB Executive Director.

11. **MATERIALITY AND WAIVER OF BREACH**

RRB AND GRANTEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

RRB's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12. **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless RRB or GRANTEE elects in writing to terminate this Agreement.

An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

13. **WAIVER OF JURY TRIAL**

By entering into this Agreement, GRANTEE and RRB hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

14. **JOINT PREPARATION**

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. **COMPLIANCE WITH LAWS**

GRANTEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

16. **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of any entity does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: RESOURCE RECOVERY BOARD signing by and through the EXECUTIVE DIRECTOR, authorized to execute same.

By action approved by the Resource Recovery Board and _____ signing by and through its representative, duly authorized to execute same.

RESOURCE RECOVERY BOARD

WITNESSES:

Signature

RRB Executive Director

Print Name

Signature

day of _____, 20____

Print Name

WITNESSES:

Signature

(Authorized Signature)

Print Name

(Print name and title)

Signature

day of _____, 20____

Print Name

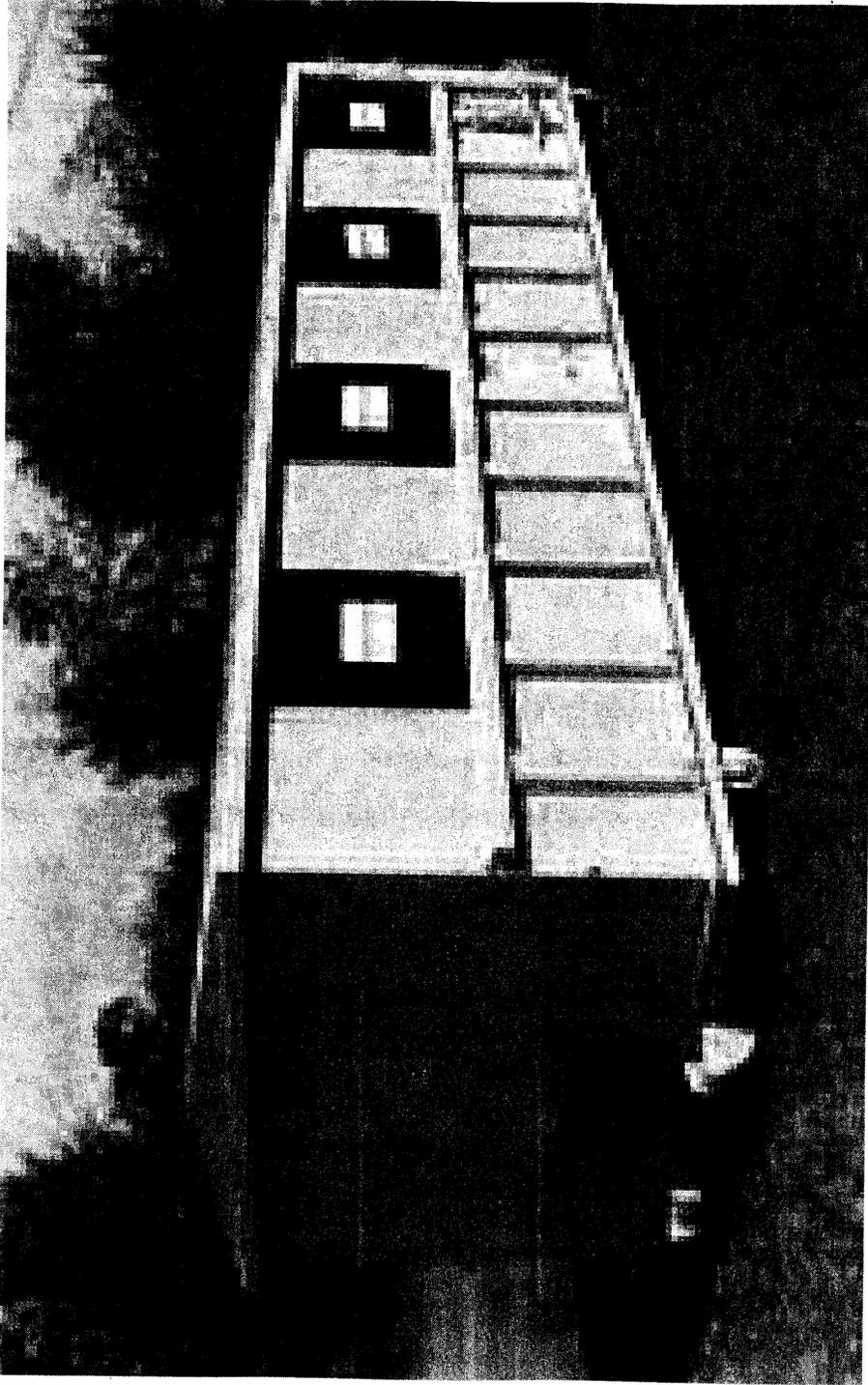
ATTEST:

EXHIBIT B

Recycling Grant Reimbursement Form

	APPROVED BUDGET	ACTUAL
Grant Funds	<input type="text"/>	<input type="text"/>
<u>Expenditures</u>		
Equipment	<input type="text"/>	<input type="text"/>
Salary & Fringe Benefits	<input type="text"/>	<input type="text"/>
Printing/Media	<input type="text"/>	<input type="text"/>
Other supplies & services	<input type="text"/>	<input type="text"/>
<u>Total Eligible Costs</u>	<input type="text"/>	<input type="text"/>
Funds returned to RRS		<input type="text"/>
City matching in kind contribution	<input type="text"/>	<input type="text"/>
<u>Total Project Costs</u>	<input type="text"/>	<input type="text"/>

EXHIBIT C



4. **METHOD OF PAYMENT AND FINANCIAL RESPONSIBILITY**

GRANTEE shall submit a reimbursement form (Exhibit "B") not later than 60 days after the termination of this agreement, certified as required on the reimbursement form. The reimbursement request shall be supported by proper documentation including, copies of invoices, receipts, or other evidence of indebtedness for purchases and/or services incurred within the term of this agreement. RRB shall pay GRANTEE within thirty (30) calendar days of receipt of GRANTEE's properly documented reimbursement request. GRANTEE agrees and understands that all funding authorized through this program shall be used only as outlined in this Agreement.

5. **CHANGE IN PROJECT SCOPE**

The RRB may approve changes to the Project Scope, provided that the total grant awarded remains unchanged.

Proposed changes to the Project Scope shall be made in writing, signed by GRANTEE and may be approved by the RRB Executive Director.

6. **INDEMNIFICATION**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

7. **AUDIT RIGHT AND RETENTION OF RECORDS**

RRB shall have the right to audit books, records (including financial receipts), and accounts of GRANTEE that are related to this Agreement. GRANTEE shall keep such books, record, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of GRANTEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, GRANTEE shall make same available in written form at no cost to RRB.

GRANTEE shall preserve and make available, at reasonable times for examination and audit by RRB, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after earlier termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained by GRANTEE until final resolution of the audit