



Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

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

REPORT IN BRIEF:

This resolution authorizes Council to execute the Agreement for Twelfth Year Recycling Grant Funds. The Town plans to purchase single family and multi family recycling containers. There is no match required

PREVIOUS ACTIONS:

N/A

CONCURRENCES:

N/A

FISCAL IMPACT:

Is appropriation required?	yes	no X	If yes, expected cost \$
Funding appropriated?	yes X	no	If yes, amount \$12,884
Account Name: Recycling Grant			
Additional Comments: 100% reimbursement			

RECOMMENDATION(S):

Motion to approve Resolution

Attachment(s):

Resolution
Recycling Grant Agreement

RESOLUTION _____

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

WHEREAS, Broward County has been awarded Twelfth Year Recycling and Education Grant funds by the Florida Department of Environmental Regulation; and

WHEREAS, the County and the Department of Environmental Regulation have entered into a grant agreement in order to implement the grant program; and

WHEREAS, the County and the Town of Davie wish to enter into this Agreement in order to enhance recycling and related educational services to the residents of the Town of Davie; and

WHEREAS, said grant would provide funds to continue the enhancement of the recycling program in the Town of Davie; and

WHEREAS, Broward County has awarded a grant in the amount of \$12,884 to the Town subject to the execution of the Twelfth Year Recycling Grant Agreement.

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 Twelfth Year Recycling Grant Award Agreement between the Town of Davie and Broward County, attached hereto as Exhibit 1.

SECTION 2. That the appropriate Town staff are hereby authorized to administer the provisions of said grant.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

AGREEMENT
BETWEEN
BROWARD COUNTY
AND
DAVIE
FOR
TWELFTH YEAR RECYCLING GRANT PROGRAM

AGREEMENT
BETWEEN
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AND
DAVIE
FOR
TWELFTH YEAR RECYCLING GRANT PROGRAM

- 1.6 GRANT AGREEMENT: The Agreement between the Department and COUNTY awarding 1999 -2000 Recycling Grant Funds to the COUNTY.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 CITY agrees to provide and implement the grant project(s), proposed in its Fiscal Year (FY) 1999 -2000 grant application, hereinafter collectively referred to as "Project." The grant application listing the projects is attached as Exhibit "A."
- 2.2 CITY shall submit to COUNTY a detailed spending plan, hereinafter referred to as "Plan," for the Project which shall include a detailed work schedule, estimated cash flow requirements, and proposed work output measures. The Plan shall be submitted to COUNTY with this Agreement. Thereafter, the Plan may be updated and submitted fifteen (15) days after the close of each financial quarter for the grant period. This Plan shall be used to guide the implementation of the Project by the CITY and to monitor and evaluate the Project by COUNTY and Board.
- 2.3 Any equipment purchased by CITY with grant funds must be dedicated to the grant programs for the life of the equipment. All equipment procured with grant funds will be titled and tagged to the CITY and included on CITY's asset listing.

ARTICLE 3
TERM OF AGREEMENT

- 3.1 This Agreement shall be effective upon proper execution by COUNTY and CITY and shall remain in effect until all allocated funds have been disbursed to Contract Communities but no later than January 31, 2001, unless terminated earlier pursuant to Article 7 of this Agreement.
- 3.2 Grant funds allocated to CITY shall be used by CITY for Project related costs incurred between October 1, 1999, and September 30, 2000, if paid by September 30, 2000.

ARTICLE 4
PROJECT FUNDING

- 4.1 CITY shall provide any additional funds required to fully implement the proposed Project. The budget for the Project is described and set forth in Exhibit "A."

- 4.2 The amount payable by COUNTY to CITY under this Agreement shall be Twelve Thousand Eight Hundred Eighty-Four Dollars (\$12,884.00). All payments by COUNTY to CITY under this Agreement shall be contingent upon the COUNTY receiving grant funds provided for in the Grant Agreement.
- 4.3 To the extent the Florida Department of Environmental Protection, hereinafter referred to as "DEP," pays grant funds to the COUNTY for the Project in the form of a reimbursement, the COUNTY shall reimburse the CITY such grant funds. Reimbursements shall be made by the COUNTY to the CITY upon receipt of funds by the COUNTY.
- 4.4 To the extent that the CITY does not use grant funds or adequately document spending plans in accordance with Section 2.2, the COUNTY may reallocate uncommitted funds in compliance with the recommendation of the Technical Advisory Committee, hereinafter referred to as "TAC," without a formal contract amendment. CITY shall have the opportunity to appear before TAC prior to a reallocation.

ARTICLE 5
REQUESTS FOR REIMBURSEMENT
AND METHOD OF PAYMENT

- 5.1 CITY shall submit to COUNTY, monthly, its request for reimbursement or report on the expenditure of allocated funds in the form of an original Report of Recycling and Education Grant Expenditures Form, more specifically described as set forth in Exhibit "B," as it may be modified from time to time in order for the COUNTY to comply with requirements of the DEP, along with copies of invoices and other expenditure support documentation as required by COUNTY. The reimbursement requests shall include all costs from October 1, 1999 to September 30, 2000.
- 5.2 CITY shall submit to COUNTY, monthly, its recovery of recycled material, other than that which is sent to the Materials Recovery Facility, on the Monthly Recycling Report Form more specifically described and as set forth in Exhibit "C," as it may be modified from time to time in order to comply with requirements of the DEP, along with copies of other recovery support documentation as required by COUNTY.
- 5.3 CITY shall maintain accurate records of all Project revenue and expenditures including grant and any additional funds used and shall make available such records at all reasonable times for inspection, review, and audit by the COUNTY and DEP. Records shall be kept for at least three (3) years.

- 5.4 CITY shall include the grant funds received from COUNTY in CITY's annual audit performed under the Single Audit Act (A128).
- 5.5 CITY shall submit to the COUNTY, a report listing items purchased with grant funds costing an amount greater than Five Hundred Dollars (\$500.00) within thirty (30) days after purchase of the item.
- 5.6 Should the DEP terminate the Grant Agreement, refuse a request for reimbursement, or demand a refund due to the COUNTY or CITY not maintaining accurate records or making non-allowable expenditures, or for any other reason, the party causing the loss shall be responsible, as between the COUNTY and CITY, for any amount lost, not reimbursed, or refunded.
- 5.7 CITY shall submit its final request for reimbursement or report on the expenditure of Grant funds on the Report of Recycling and Education Grant Expenditures Form to COUNTY no later than September 10, 1999.
- 5.8 CITY shall submit proof of funds encumbered (copy of requisition or purchase order) by August 1, 1999, for remaining Recycling Grant Funds.
- 5.9 COUNTY and CITY agree to comply with DEP's rules concerning grant funds. A copy of the Grant Guidelines is included in Exhibit "D."
- 5.10 CITY shall notify COUNTY at least sixty (60) days prior to disposing of any piece of equipment, with an original purchase price of Five Hundred Dollars (\$500.00) or more, purchased with grant funds. COUNTY shall have the right to purchase from CITY, such pieces of equipment at any time during the sixty (60) day notice period for Twenty Dollars (\$20.00). In the event COUNTY elects to purchase such equipment, CITY shall take any and all acts necessary to convey title free of any and all encumbrances.

ARTICLE 6
EVALUATION AND MONITORING

- 6.1 CITY agrees that COUNTY will carry out periodic monitoring and evaluation activities. Such evaluation will be based on the terms of this Agreement, the Grant Agreement, Department policies, rules, and regulations.
- 6.2 CITY shall attend quarterly meetings with COUNTY or submit written quarterly progress reports to COUNTY describing the status of Plan implementation. The failure to attend all such meetings or submit such reports shall be grounds for denial of reimbursement to CITY by COUNTY for grant expenditures.

ARTICLE 7
TERMINATION

- 7.1 This Agreement is subject to the availability of funds. Should funds no longer be available, this Agreement may be terminated by either the COUNTY or CITY on ten (10) days' notice.
- 7.2 If, through any cause, CITY fails to commence work on the Project within sixty (60) days after execution of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, or if CITY violates any of the covenants, agreement, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement or suspend payment in whole or in part by giving CITY notice and specifying an effective date at least ten (10) days before the effective date of termination or suspension. COUNTY shall exercise such right only upon recommendation of the Resource Recovery Board.
- 7.3 Notwithstanding the above, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY, and COUNTY may withhold any payments to CITY, for the purposes of set off until such time as the exact amount of damages is determined, provided however that CITY damages to the COUNTY shall not exceed monies paid to CITY by COUNTY hereunder.
- 7.4 In the best interest of the Resource Recovery Board's overall recycling and education program or Project, either party may terminate this Agreement upon giving thirty (30) days' notice of its intent and stating its reasons for doing so.
- 7.5 In the event of termination, CITY shall submit a final request for reimbursement or report on the unspent grant funds on the Report of Recycling and Education Grant Expenditures Form to COUNTY within thirty (30) days. With this final report, CITY shall return to COUNTY any reimbursed funds paid to CITY by COUNTY, which were from the DEP for any and all expenditures deemed not directly related to the grant funds. The COUNTY shall in turn return such funds to the DEP under the terms of this Grant Agreement.

ARTICLE 8
INDEMNIFICATION

CITY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by

negligent act or omission of CITY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CITY under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 9 MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record, complete and correct entries related to the Project.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, 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, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any 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 until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's records, CITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of

either federal or state law shall be violated by CITY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

CITY 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. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY'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 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

9.4 **PUBLIC ENTITY CRIME ACT**

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided

in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

9.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intend 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 claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Office of Integrated Waste Management
Recycling & Contract Administration Division
201 South Andrews Ave.
Fort Lauderdale, Florida 33301

FOR CITY:

Susan Dean
6501 Orange Drive
Davie, FL 33314

9.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CITY shall not subcontract any portion of the work required by this Agreement.

CITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CITY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion,

which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CITY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CITY is permitted to utilize subcontractors to perform any services required by this Agreement, CITY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

9.10 CONTINGENCY FEE

CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CITY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.11 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY 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.

COUNTY'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.

9.12 COMPLIANCE WITH LAWS

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

9.13 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

COUNTY or CITY elects 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.

9.14 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was 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.

9.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

9.16 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth judicial Circuit of Broward County, Florida. By entering into this Agreement, CITY and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project.

9.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY.

9.18 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained

herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.17 above.

9.19 CERTIFICATION OF YEAR 2000 COMPLIANCE

The Year 2000 (Y2K) issue primarily concerns (but is not limited to) the ability of data processing systems to process year-date dependent data accurately beyond the year 1999 without any decrease in functionality. By signing this Agreement, CITY certifies:

9.19.1 That all of CITY's resources which will be utilized in connection with this Agreement and which may have an adverse impact on County or this Agreement due to the passage of time from December 31, 1999 to January 1, 2000 and beyond are Y2K compliant, including without limitation any hardware, software, firmware, microcode, or imbedded technology; or

9.19.2 If any of CITY's resources which will be utilized in connection with this Agreement and which may have an adverse impact on County or this Agreement due to the passage of time from December 31, 1999 to January 1, 2000 and beyond are not Y2K compliant, CITY agrees to and shall change, upgrade, improve or otherwise modify such resources so that such resources are Y2K compliant on or before January 1, 2000.

CITY shall include the requirements of this Section in all subcontracts and other agreements CITY enters into for goods or services provided for or provided in connection with this Agreement.

9.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," and "D" are hereby incorporated into and made a part of this Agreement.

9.21 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 10
UNCONTROLLABLE FORCES

Neither COUNTY nor CITY shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise or reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

(Intentionally Left Blank)

AGREEMENT BETWEEN BROWARD COUNTY AND DAVIE FOR TWELFTH YEAR RECYCLING GRANT PROGRAM

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 199____, and CITY, signing by and through its Mayor/Manager duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex Officio
Clerk of the Board of County
Commissioners of Broward
County, Florida

Chair
____ day of _____, 199____.

Approved as to form by the Office of
County Attorney, Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
CAROL S. WOLFF
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND DAVIE FOR TWELFTH YEAR
RECYCLING GRANT PROGRAM

CITY

ATTEST:

DAVIE

Clerk

By _____
Mayor or Manager

(SEAL)

____ day of _____, 19 ____.

Approved as to form:

ATTORNEY

CSW:sl
recycl99.04
10/04/99

BROWARD COUNTY

YEAR 12 (FY1999 - 2000)

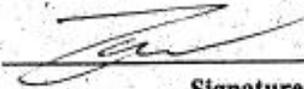
RECYCLING & EDUCATION GRANT APPLICATION

Name of City: Town of DavieOfficial Address of City: 6591 Orange Drive, Davie, FL 33314Telephone Number: (954)797-1000

Name and Signature of Authorized Official:

Christopher Wallace

Name (Print)



Signature

Name of Recycling Contact Person: Susan DeanAddress: 6591 Orange Drive Davie, FL 33314Telephone Number: (954)797-1042Employer Identification Number: 60 6046527

Is recycling mandatory in your municipality? Yes No

Commercial _____ X

Residential X _____

SUMMARY OF RECYCLING EXPENSES FOR YEAR 12

Please give a short description of how grant funds will be used	Grant funds to be expended	City funds to be expended	Total
14 gallon recycling containers 96 gallon recycling containers	\$12,884	0	\$12,884
Total Funds	\$12,884		\$12,884

PLEASE RETURN THE COMPLETED APPLICATION TO THE ADDRESS BELOW NO LATER THAN AUGUST 6, 1999.

Recycling and Contract Administration Division
201 South Andrews Avenue
Fort Lauderdale, Florida 33301
Att. Jim Bock, Manager, Recycling Programs

Post-It Fax Form 7672

To: *Anna Gilbert*
County: *Dade*

Fax #
Comments

*Hard copy of this form to be filed after Council approval
late being to early that's all*

BROWARD COUNTY YEAR 12 (FY 1999 - 2000) RECYCLING & EDUCATION GRANT APPLICATION

Name of City: Year of Grant
 Official Address of City: 5591 Orange Grove Rd., Davie, Fla. 33114
 Telephone Number: 954-977-1100
 Name and Signature of Authorized Official:
Christopher Bellack
 Name (Print) Christopher Bellack Signature 
 Name of Recycling Contact Person: John DeLo
 Address: 5591 Orange Grove Rd., Davie, Fla. 33114
 Telephone Number: 954-977-1100
 Employer Identification Number: 11-220-9327
 Is recycling mandatory in your municipality? Yes No
 Commercial
 Residential

SUMMARY OF RECYCLING EXPENSES FOR YEAR 12

Please give a short description of how grant funds will be used	Grant funds to be expended	City funds to be expended	Total
14 gallon recycling containers	\$12,864	0	\$12,864
36 gallon recycling containers			
Total Funds:	\$12,864	0	\$12,864

PLEASE RETURN THE COMPLETED APPLICATION TO THE ADDRESS BELOW NO LATER THAN **AUGUST 1, 1998**.

Recycling and Compost Administration Division
251 South Andrews Avenue
Fort Lauderdale, Florida 33304
Attn: Ann Bink, Manager, Recycling Programs

Please give a concise summary of your recycling program and projects planned for Year 12 including residential (single-family) and commercial programs. Please give enough detail to be used in our grant application.

Due to the population increase over the last year, the Town will be ordering additional 14 gallon recycling containers for its single family program, and 66 gallon totes for its multi family recycling program.

The Town also will be enforcing a Construction and Demolition Recycling Ordinance to regulate the handling of debris.

Describe your municipality's procurement policies that promote purchase of recycled content products. Please include when the policies began, whether the policies are mandatory or voluntary, and what kind of materials are purchased. Also describe any goal, rate or objective to increase procurement of recycled materials in your city. PLEASE REGARD ALL OTHERS IN ANY OTHER LANGUAGE OR OTHER POLICIES PROMOTING PURCHASE OF RECYCLED CONTENT PRODUCTS.

In 1990, the Town of Davie adopted a policy regarding the purchase of recycled copy paper throughout the Town. Our procurement procedures focus on competitive bidding. We "piggy-back" onto timely bid contracts whenever possible, as those prices tend to be the lowest. Davie has, in the past, purchased recycled picnic benches, park benches, umbrella tables, and bicycle racks to equip park sites, ballfields and the Town Hall Complex. In addition, we have purchased the product "Rebound" for use in two of our ball fields, as well as the product "EquusFoot" for use in one of our horse training rings.

Davie began a battery recycling program last year and this is carried out in seven drop-off sites located at the Town Hall Complex, Fire Department, Police Department and Public Works Complex.

Discuss a best guess estimate of the potential impact on your program of a 50% and 100% cut in the grant. Include parts of your program that would be cut back or eliminated, what parts of your program would become priorities and be funded through local revenue sources and an estimate of how programs might be affected.

With a 50% cut in grant funds, the Town would still be able to continue its recycling program. The area that would be most severely affected would be the "Buy Recycled" area of our program. The Town currently has 24 parks. In October of 1988, the Town passed a \$12 million bond issue for new parks, a Community Center and the refurbishing of our older parks. The cost of purchasing "Buy Recycled" items was not included in this bond issue and therefore the Town has no additional funds to spend on these items.

With a 50% reduction in grant funds, any available money would have to be put into the purchase of recycling containers for both single and multi-family residences, which will continue to be an ongoing necessity as the Town continues to expand. The priority area which would still be funded through local revenue sources would be education. The Town would continue to produce educational flyers and brochures as well as continue to publish articles about recycling in the Town newspaper, which is sent to every single family household in the Town. I would not expect to see any reduction in tonnage.

With a 100% cut in grant funding, the recycling program would still be able to continue its recycling program. Again, as in a 50% reduction of funds, the area most affected would remain the "Buy Recycled" area. As in the 50% reduction, local revenues would have to be spent on the purchase of recycling containers for both single family and multi-family residences. However, as with the 50% reduction, the public education program would not suffer significantly.

ATTACHED ARE 2 TABLES FOR YOU TO COMPLETE FOR YOUR CITY (completed samples are on the back).



Job Bush
Governor

Department of Environmental Protection

EA01011 B

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

David B. Struhs
Secretary

DEPARTMENT OF ENVIRONMENTAL PROTECTION RECYCLING AND EDUCATION GRANT QUARTERLY/MONTHLY REIMBURSEMENT REQUEST

1. Grantee: _____

2. Grant Number: RE00-04 3. Payment Request Number: _____

4. Expenditures from _____ to _____ 5. Cumulative from _____ to _____

6. (a) Capital Costs-Equipment		
(b) Capital Costs-Solid Waste Weight Scales		
(c) Capital Costs-Construction		
(d) Capital Costs-Other		
7. (a) Operating Subsidies-Salaries		
(b) Operating Subsidies-Fringe Benefits		
(c) Operating Subsidies-Contracts		
(d) Operating Subsidies-Other		
8. (a) Recycling Planning Studies		
(b) Recycling Pilot Projects		
9. (a) Education Planning Studies		
(b) Education Pilot Projects		
10. Total Expenditures		
11. Grant Award		
12. Prior Reimbursements		
13. This Payment Request		
14. Total State Payments		
15. Balance of Award		

Page 1 of 2

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

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Page 2

Grant Number _____ Payment Request Number _____

In requesting this payment the undersigned represents that he/she is duly authorized to act on behalf of the recipient.

Signature of Authorized Representative (Not Stamp)

Date

Please return original to:

The University of Florida
Annie McGirt
Contract/Grants Administrator
Recycling & Contract Administration
201 South Andrews Avenue
Fort Lauderdale, FL 33301

5/99

BROWARD COUNTY
MONTHLY RECYCLING REPORT

EXHIBIT C

1. Municipality _____ 2. Date _____
 3. Mailing Address _____
 4. Contact(s) _____
 5. Telephone Number: _____ 6. Fax Number: _____
 7. Month _____

Commodity	TONNAGE					13. Broker
	Residential		10. Drop-offs	11. Comm.	12. Other (explain)*	
	8. Single Family	9. Multi-Family				
Newspaper						
Commingle, Gl., Al., Pl., etc.						
Glass						
Aluminum Cans						
Plastic Bottles						
Steel Cans						
Const. & Demo. Debris						
Yardwaste						
White goods						
Tires						
Other plastics						
Ferrous Metals						
Non-ferrous						
Cardboard						
Office Paper						
Other Paper						
Food Wastes						
Textiles						
Miscellaneous						
TOTAL TONS						

Number of Units Serviced
 14. Single Family _____ 15. Multi-Family _____ 16. Commercial _____
 17. Set Out Rate: _____ (Single family only) 18. Number of Drop-Off locations _____

INSTRUCTIONS

1. through 7. Self Explanatory
8. **Single Family:** The amount in tons of each commodity recycled by curbside collection from residences, including multiple family dwellings receiving curbside collection.
9. **Multi-Family:** The amount in tons of each commodity recycled through on-site collection services dedicated to multi-family residences.
10. **Drop-off:** The amount in tons of each commodity delivered to collection areas designated for use by the public at no charge.
11. **Comm'l (Commercial):** The amount in tons of each recycled commodity collected from businesses by city trucks, or through contracts let by the city.
12. **Other:** The amount in tons of any commodity not reported in columns 8, 9, 10 or 11.
13. **Broker:** Name of the recycling company receiving each commodity if other than the BFI MRF.
14. **Single:** The total number of residences with access to your curbside collection program.
15. **Multi:** The total number of multi-family residences with access to on-site recycling collection as defined in 9.
16. **Commercial:** The total number of businesses participating in recycling in your city and whose tonnage was included in item 11.
17. **Set Out Rate:** The percentage of single family residences from which materials were actually collected.
18. **Number of Drop-Off locations:** The number of sites where materials may be dropped off.

This form must be completed and mailed by the tenth business day of each month to:

Recycling and Contract Administration Div
ATTN Recycling Statistics
201 South Andrews Ave
Ft Lauderdale, FL 33301

Please call Roxanne Burke (305)765-4202 EXT 230 if you have any questions.



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
RECYCLING & EDUCATION GRANT AGREEMENT

David B. Scrubs
Secretary

FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Number: RE00-04
2. Date of Award: July 1, 1999
3. Grant Title: SOLID WASTE RECYCLING AND EDUCATION GRANT
4. Grant Period: October 1, 1999 - September 30, 2000
5. Grant Amount: \$1,003,722

Recycling and Education

Base Portion: \$389,781
Incentive Portion: \$613,941

Total Grant Amount: \$1,003,722

6. Grantee(s): BROWARD COUNTY
Address: 115 South Andrews Avenue
Ft. Lauderdale, Florida, 33301
7. Federal Employer Identification Number: 59-6000531
8. Authorized Representative:
Name: Roger Desjarlais
Title: County Administrator
Phone: 954-357-7350
9. Contact Person:
Name: Jim Bock
Address: Manager, Recycling Programs
201 South Andrews Avenue
Ft. Lauderdale, Florida, 33301
Phone: 954-765-4202 Ext. 224
10. Total population of Grantee(s) from official April 1, 1998,
Population Estimate: 1,460,890
11. Issuing Office:
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 488-0300

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

Printed on recycled paper.

PART II - GRANT CONDITIONS

A. GENERAL CONDITIONS:

1. The method of payment, for the period October 1, 1999 through September 30, 2000, will be on a reimbursement basis only.
2. The grantee shall elect to submit reimbursement requests on either a monthly or quarterly basis. The method chosen shall be followed for the entire grant period. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the last day of the month following the end of the reporting period (monthly or quarterly). Each reimbursement request shall be submitted in detail sufficient for pre audit and post audit review.
3. Grant funds may be expended through September 30, 2000. A final reimbursement request must be submitted no later than October 31, 2000.
4. Reimbursement requests must be signed by the designated Authorized Representative. This should be the same person who signed the grant agreement. If there is a change in the authorized representative during the grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.
5. Expenditures shall be limited to allowable items as listed in Section 62-716.430 of the Solid Waste Grants Program Rule:
 - (a) Solid waste recycling grants shall be used to provide funding for recycling program capital costs, which include equipment purchases, solid waste scales, facility construction and other such costs approved by the Department.
 - (b) Grant funds may also be used for operating subsidies, provided that the applicant shall demonstrate that such a use is necessary for the success of the recycling program, and shall show how the subsidy will benefit the program.
 - (c) Recycling grant funds shall be used for projects to assist local governments in recycling paper, glass, plastic, construction and demolition debris, white goods, and metals and in composting and recycling the organic material component of municipal solid waste.
 - (d) Solid waste education grant funds shall be used to promote recycling, volume reduction, proper disposal of solid wastes, and market development for recyclable materials. Up to 30 percent of grant funds may be used for planning studies to assess the feasibility and success of the recycling and education programs.
 - (e) All existing public and private recycling infrastructure shall be fully used to the extent possible when planning and implementing the local government recycling programs. Funds shall not be used for duplicating existing private and public recycling programs unless the applicant demonstrates that such existing programs cannot be integrated into the planned recycling program.

6. Each recipient of grant funds shall maintain accurate records of all expenditures of grant funds and shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Department. Records shall be kept for a period of at least 3 years following the end of the grant period. The grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code.
7. Allowable costs may be charged to this agreement beginning either October 1, 1999, or the date this agreement is fully executed, whichever date is later.
8. Grant funds shall be included in the grantee's Annual Audit subject to the requirements of CH.216.349, F.S.. Any subgrants made by the grantee shall also include a provision for the subgranted funds to be included in the subgrantee's Annual Single Audit. A copy of all Single Audits shall be submitted to the Department of Environmental Protection, Solid Waste Section, by March 31st of each year.
9. The Department has the right to terminate a grant award and demand refund of grant funds for non-compliance with the terms of the award or the Solid Waste Grants Program Rule 62-716. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the grant award.
10. Grantee shall obtain all necessary construction-related permits before initiating construction.
11. The State of Florida's performance and obligation to pay under this grant agreement is contingent upon receipt of funds presently anticipated from the Florida Department of Revenue.
12. Travel expenses incurred are included in the amount of this grant and no additional travel expenses will be authorized. Any requests for reimbursement of travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
13. The Department reserves the right to unilaterally cancel this contract for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the grantee in conjunction with this grant.
14. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.

OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the local government(s) of Broward County, and the cities of Coconut Creek, Cooper City, Coral Springs, Dania, Davie, Deerfield Beach, Ft. Lauderdale, Hallandale, Hillsboro Beach, Hollywood, Lauderdale-by-the-Sea, Lauderdale Lakes, Lauderhill, Lazy Lake Village, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Sea Ranch Lakes, Sunrise, Tamarac, Weston and Wilton Manors for all allowable costs incurred up to and not exceeding \$ 1,003,722.

Grant Application dated 06/29/99, included herein by reference.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

William Ruddell for JMR

8/10/99

John M. Ruddell, Director
Division of Waste Management

Date

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient county, and (2) the recipient agrees to the general and special conditions.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

R. Desjarlais

Signature of Authorized Representative
Roger Desjarlais
County Administrator

9-28-99

Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Solid Waste Section - M.S. # 4565
2600 Blair Stone Road
Tallahassee, Florida 32399-2400



STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Recycling & Education Grant Agreement between Broward County and the State of Florida Department of Environmental Protection, same that appears in the minutes of said Board of County Commissioners meeting held on the 28th day of September 1999.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of September 1999.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

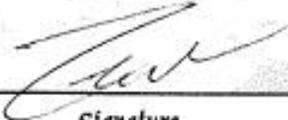
Marilyn S. King
Deputy Clerk

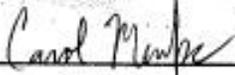
(SEAL)

RECYCLING AND EDUCATION GRANT
AUTHORIZED SIGNATURE FORM
FY 1999 - 2000 (YEAR 12)

CITY OF Town of Davie

THE FOLLOWING TWO (2) PERSONS ARE THE FISCAL OFFICERS FOR THE RECYCLING PROGRAM AND ARE DESIGNATED TO MAKE FINANCIAL AUTHORIZATION ON THE CITY'S BEHALF FOR ALL MATTERS PERTAINING TO THE RECYCLING & EDUCATION GRANT FUNDS:

LEVEL 1  Christopher Wallace
Signature Print Name

LEVEL 2  Carol Menke
Signature Print Name

CITY MANAGER/MAYOR  Robert Middaugh
Signature Print Name

Return to: Broward County
Recycling and Contract Administration Division
201 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Annie McGirt, Contract/Grants Administrator I