



LAUDERDALE • BY • THE • SEA

### Agenda Item Memorandum

**Office of the Town Manager**

**Bud Bentley**

Assistant Town Manager *BB*

<b>COMMISSION MEETING DATE - 7:00 PM</b>	<b>Deadline to Town Clerk</b>
August 21, 2012	

- Presentation   
 Reports   
 **Consent**   
 Ordinance  
 Resolution   
 Quasi-Judicial   
 Old Business   
 New Business

**FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC**

#### **SUBJECT TITLE: Resource Recovery Board Single-Stream Recycling Grant**

#### **EXPLANATION:**

The August 21, 2012 agenda includes the following three items related to recycling:

1. Resource Recovery Board (RRB) Recycling Grant (**Exhibit 1**), which is this agenda item.
2. Draft 2012 Recycling Plan
3. Broward County Interlocal Agreement (ILA) for Recycling.

The Draft 2012 Cart Recycling Plan describes the Town's plan for implementing cart (single-stream) recycling. The RRB Grant is how we are going to pay for the carts and implementation costs of the program and the Broward County ILA is how the County plans to process all of the recycling materials collected by the participating cities and the revenues that will be shared with the cities.

In 2011 the Resource Recovery Board (RRB) approved \$20 million for a grant program to promote single-Stream Recycling funded by excess revenues generated by tipping over the years.

The allocation of funds to each member city was based on the percentage of material recycled by each. The Town of Lauderdale-By-The-Sea is eligible to apply for \$121,429.87. The Grant Agreement is attached (**Exhibit 2**). The grant guidelines are also attached (**Exhibit 3**).

With assistance and direction from Commissioner Dodd, who the Commission appointed as Commission liaison for recycling and Vicki Eckels of Green Scene Consulting, we have prepared the attached grant application (**Exhibit 1**).



LAUDERDALE • BY • THE • SEA

The grant budget is made up of three components shown in Table 1:

Table 1 – Draft Grant Budget

Item	Number	Unit Price	Total
Recycling Carts	1045	\$46.57	\$104,000.00
Trash Carts	1215	\$44.50	
Project Coordination and educational materials			\$17,429.870
Total			\$121,429.87

The prices are from the vendor that provides carts to the City of Fort Lauderdale. The Fort Lauderdale contract was affect May 2012 and they have recently delivered all of their recycling carts to their residences. The grant budget will be finalized once the Commission decides on the appropriate mix of cart sizes.

The reasons for this allocation of expenses are described in the 2012 Recycling Plan, which is an agenda item on this agenda.

The Proposed FY 13 Budget currently assumes \$65,000 of these grant funds. We will be recommending at the September 12<sup>th</sup> Budget Hearing the total grant funds of \$121,430 be included in the budget.

**RECOMMENDATION:** We recommend the Commission authorized the Town Manager to:

1. Submit the Recycling Grant Application after the Town Manager has finalized the grant budget;
2. To execute the grant agreement and other documents necessary to receive the grant after they have been approved as to form by the Town Attorney; and,
3. To purchase approximately the needed number of recycling and trash carts plus their delivery utilizing the Fort Lauderdale May 2012 cart contract.

- EXHIBITS:**
1. Recycling Grant Application
  2. Grant Agreement
  3. Grant Guidelines

Documents Reviewed by Town Attorney  
 Yes     No

Town Manager Initials CA

2012-08-03

Applicant: ***Town of Lauderdale-By-The-Sea***

Project Name or Description: A comprehensive approach to recycling and trash collection service to transition the residential community from recycling bins to carts; expand recycling to other sectors (multi-family, small business) of the community; and perform outreach and education to promote single-stream recycling.

Project Manager (project contact): Bud Bentley, Assistant Town Manager

Address: Town Hall  
4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

Phone: 954-640-4212 office  
954-609-2444 cell  
E-mail: [ATM@lbts-fl.gov](mailto:ATM@lbts-fl.gov)

Project Category: (check all that apply)

Roll-out carts <input checked="" type="checkbox"/>	Capital/Equipment <input type="checkbox"/>	Professional Services <input checked="" type="checkbox"/>
Outreach & Education <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	

Questions (Please limit each answer to less than 250 words):

### Project Scope of Work:

The Town of Lauderdale-By-The-Sea has been encouraging its residents to recycle for fifteen (15) years. This grant will allow the Town to revitalize the out-dated collection of recycling from curbside bins and transition to single-stream carts. Like other communities in South Florida that have adopted single-stream recycling, the Town of Lauderdale-By-The-Sea anticipates an increase in residential recycling yields, an increase in program revenues and a reduction in trash disposal tonnages and costs.

#### 1. Revamp recycling and trash collection service in concert

For the past few years, the Town of Lauderdale-By-The-Sea has collected garbage using blue carts, a container whose color ("pepsi" blue) matches what is commonly viewed as the universal indicator of recycling. Because of this fact, the Town faces a unique challenge. To launch single-stream recycling with its long-term success and effectiveness in mind, the Town seeks to implement a new, comprehensive approach to waste and recycling collection.

This necessitates the Town purchasing replacement trash carts in a more suitable color and purchasing recycling carts in "pepsi" blue. The Town's waste collection contractor will coordinate with the cart supplier to transition to the new carts.

The cost calculation is based on the May 2012 City of Fort Lauderdale cart contract, which the vendor has agreed to extend to the Town of Lauderdale-By-The-Sea.

**Total: \$104,000**

## 2. Expand recycling at multi-family buildings and commercial facilities

The Town's existing 96-gallon blue trash carts will be re-branded and made available:

- A. To single family residences for use as a yard waste cart; and
- B. To multi-family buildings and commercial facilities as recycling carts, which encourage more recycling in these sectors of the community.

Through these efforts, the Town will be practicing and promoting the three pillars of waste reduction – reuse, reduce, recycle.

To make recycling service economically feasible for small businesses, the Town will explore entering into a third-party agreement between the Town and a commercial recycling hauler for the delivery of commercial material. This mirrors a successful approach used by other local governments in Broward County.

The cost to re-brand a number of existing carts so they can be re-used as recycling or yard waste carts is very cost-effective.

**Total: Town's expense**

## 3. Outreach and Education to promote single-stream recycling

Outreach and Education are key components of a successful program. The conversion to single-stream carts will be promoted in a variety of ways to increase awareness and participation in the revitalized and expanded recycling programs. The approach used by the Town of Lauderdale-By-The-Sea will include but not be limited to:

- In-Mold labels on recycling cart lids; "Garbage Only" hot stamp on trash carts
- Direct mailings to residents to promote the launch of single-stream recycling
- Program informational flyer attached to new carts when delivered
- Information on the Town's web site: home page and a new dedicated recycling page
- Information in the Town's quarterly newsletter, "Town Topics"
- Work with Chamber of Commerce to promote recycling in commercial sector

The cost for the information on the carts is included in their purchase price. The balance of the grant is included here for outreach and education materials and to update our web site. The Town will provide additional funds as necessary to ensure a successful implementation.

**Total: \$7,429.87**

## 4. Project Coordinator to oversee launch of single-stream recycling

The Town of Lauderdale-By-The-Sea will contract for the services of a Project Coordinator to oversee all aspects of the introduction, promotion and expansion of single-stream recycling in the Town. Responsibilities may include but not be limited to: development of educational materials/website content, hosting Q & A workshops and other public outreach efforts, field support to ensure successful delivery of carts and program launch, inventory of current multi-family and small business recycling efforts, working with multi-family building owners/Boards to provide recycling service to residents, and working with businesses to make recycling part of their daily operations.

# Exhibit 1

2012-08-03

We estimate this expense at \$50.00 per hour for 200 hours (about 20 hours per week for 10+ weeks).

**Total: \$10,000**

## **Describe how you will measure and evaluate the success of your project:**

The Town of Lauderdale-By-The-Sea will measure progress in coordination with collection contractor, County staff and Town staff. Key measures include:

- Increase in total tons of recycling collected
- Decrease in the amount of solid waste disposed
- Increase in the number of multi-family buildings offering recycling service to residents

## **Describe how your organization will sustain the project after RRS grant funds are expended?**

The Town of Lauderdale-By-The-Sea has a 15-year history of supporting recycling. The current practice of collecting recycling from single-family residences and Town administrative offices is a critical component of the contract for waste collection service. The Town is committed to the continued inclusion of recycling in future contracts as well as seeking other ways to minimize trash disposed of by all sectors of the community. Towards that end, the Town has recently added language to its application for special event permitting that requires event organizers to have recycling containers at their event so participants/attendees have the option to recycle.

The Town's collection agreement commits the contractor to provide educational materials, recycling carts to new customers and the replacement of recycling carts for existing customers.

On \_\_\_\_\_, 2012 the Town Commission approved entering into an Interlocal Agreement (ILA) with Broward County to participate in the Recovered Material Processing Facility.

## **When will various phases of the project be operational? Include the following information:**

- **An estimated start date for the project:** October 2012
- **The milestones outlining project progress and accomplishments:**

The program milestones are show in Appendix 1 and include the purchase and delivery of carts; design and creation of educational materials; selection and execution of outreach activities (workshops, direct mail, web site, direct contact) to explain single-stream recycling to the community and to increase recycling participation by multi-family buildings and small businesses; and, establish recycling benchmarks based on curbside bin collection; and monitor/track recycling improvements after collection from carts begins.
- **The estimated end date of the project:**

The full expenditure of the grant will be completed by April 30, 2013.

# Exhibit 1

2012-08-03

## RRS Recycling Funds Disbursement FY 2012

<b>Town of Lauderdale-By-The-Sea</b>	
<b>Eligible Funds:</b>	<b><u>\$121,419.87</u></b>
	<b>Proposed Budget</b>
<b>Expenses</b>	
1. Recycling Carts	\$104,000.00
2. Capital/Equipment	\$ 0.00
3. Professional Services	\$10,000.00
4. Outreach & Education	\$7,429.87
<b>Total Grant Application:</b>	<b>\$121,429.87</b>

\*\*\*\*\* For Official Use Only \*\*\*\*\*

Application Reviewed By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(type or print name)

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

Application Approved By:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
(Constance Hoffmann)

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

2012-08-03

## Attachment "A"

**DISTRIBUTION OF RESERVES - Single Stream Carts**  
**BASED ON MOST RECENT EXCESS RESERVES DISTRIBUTION**  
**FROM: 10/01/07 - 09/30/08 (1)**

\$20,000,000

City	Fiscal Year 2008		
	Tonnage*	% Tons	Municipal Distribution
Coconut Creek	33,661.670	2.9947%	\$598,938.31
Cooper City	23,891.840	2.1255%	425,104.82
Coral Springs	96,379.040	8.5743%	1,714,861.42
Davie	96,146.470	8.5536%	1,710,723.32
Deerfield Beach	64,825.360	5.7672%	1,153,430.34
Fort Lauderdale	190,981.560	16.9906%	3,398,113.41
Hillsboro Beach	1,975.680	0.1758%	35,153.05
Hollywood	115,906.040	10.3115%	2,062,303.13
<u>Lauderdale by the Sea</u>	<u>6,824.630</u>	<u>0.6071%</u>	<u>121,429.87</u>
Lauderdale Lakes	22,621.390	2.0125%	402,499.85
Lauderhill	40,945.400	3.6427%	728,536.90
Lazy Lake	0.000	0.0000%	0.00
Lighthouse Point	9,087.310	0.8084%	161,689.48
Margate	37,268.500	3.3156%	663,114.23
Miramar	67,896.110	6.0403%	1,208,067.85
North Lauderdale	23,157.170	2.0602%	412,032.92
Oakland Park	39,535.520	3.5173%	703,451.06
Pembroke Park	5,658.680	0.5034%	100,684.26
Plantation	58,106.830	5.1694%	1,033,888.29
Sea Ranch Lakes	1,198.770	0.1066%	21,329.58
Southwest Ranches	6,402.230	0.5696%	113,914.16
Sunrise	75,196.190	6.6898%	1,337,957.35
Tamarac	33,064.450	2.9416%	588,312.04
Unincorporated	15,482.710	1.3774%	275,482.11
West Park	8,669.860	0.7713%	154,261.84
Weston	37,904.900	3.3722%	674,437.62
Wilton Manors	11,256.340	1.0014%	200,282.79
	<b>1,124,044.650</b>	<b>100.0000%</b>	<b>\$20,000,000</b>

(1) period used for most recent excess reserves distribution

# Exhibit 2

AGREEMENT  
Between  
THE RESOURCE RECOVERY BOARD  
and  
TOWN OF LAUDERDALE-BY-THE-SEA  
  
For  
  
Single-Stream Recycling Grant Funds

This is an Agreement between THE RESOURCE RECOVERY BOARD, the governing body of THE BROWARD SOLID WASTE DISPOSAL DISTRICT (District), hereinafter referred to as "RRB" and Town Of Lauderdale-By-The-Sea, 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 authorized funding to stimulate recycling; and

WHEREAS, the RRB endorsed the procurement of carts or other related items for use in the single-stream recycling process: and

WHEREAS, the RRB's Executive Director has established guidelines for eligible single stream recycling expenses, including purchase of roll-out carts and capital equipment for the collection and processing of recyclables, education and outreach campaigns and other expenses as approved by the Executive Director; and

WHEREAS, RRB approved funding to assist GRANTEE with 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**

# Exhibit 2

The term of this Agreement shall commence on the date it is fully executed by both parties and shall end on May 1, 2013 unless otherwise extended by the Resource Recovery Board.

3. **PROJECT FUNDING**

RRB authorizes GRANTEE funding 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**RRB will award funds not later than 60 days after execution by the Executive Director and GRANTEE. GRANTEE shall submit progress reports on May 1, 2012, November 1, 2012, and May 1, 2013, as applicable, that documents expenditures and outcomes (Exhibit "B") The report 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. GRANTEE agrees and understands that all funding authorized through this program shall be used only as outlined in this Agreement.

Executive Director will notify Partner Cities within 30 days of receipt of progress report on acceptance or rejection of expenses. Partner cities may appeal decision to the RRB. Decision of the RRB will be final.

Any unspent funds shall be returned to the District within 30 days of the expiration of this agreement.

5. **CHANGE IN PROJECT SCOPE**

The Executive Director, RRB may approve changes to the Project Scope, provided that the project is recycling-related and the total grant awarded remains unchanged.

Proposed changes to the Project Scope shall be made in writing, signed by GRANTEE and 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 REQUIREMENTS AND RETENTION OF RECORDS**

## Exhibit 2

GRANTEES receiving recycling grants from the RRB not exceeding a total of \$5,000 in any one County fiscal year are required to submit all required cost information, filed with County's recycling grant administrator within sixty (60) days after the termination date of the grant agreement.

GRANTEES receiving in excess of \$5,000 in recycling grants from the RRB in any one County fiscal year are required to provide a link to their annual audited financial statements and are required to submit all required cost information, filed with County's recycling grant administrator within sixty (60) days after the termination date of the grant agreement .

GRANTEES receiving in excess of \$500,000 in recycling funds from the RRB in any one County fiscal year are required to submit certified financial statements on the financial results of the recycling grant activity of their organization pursuant to the executed agreement within ninety (90) days after the termination date of the agreement.

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

# Exhibit 2

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.

## Exhibit 2

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. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

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.

17. **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 sent by commercial express carrier with acknowledgement of delivery, 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:

**RESOURCE RECOVERY BOARD:**

Executive Director, Resource Recovery Board  
Broward Solid Waste Disposal District  
P.O. Box 93-4114  
Margate, Florida 33093

**PARTNER CITY:**

Town of Lauderdale-By-The-Sea, **Florida**  
Attn: Town Manager  
Town Hall  
4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33318

# Exhibit 2

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 the **City of , Florida** signing by and through its representative, duly authorized to execute same.

## RESOURCE RECOVERY BOARD

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RRB Executive Director

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## Town of Lauderdale-By-The-Sea, Florida PARTNER CITY

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Print Name

Constance Hoffmann, Town Manager

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_

## **Resource Recovery System Single-Stream Recycling Funding Program**

### **Introduction**

On January 21, 2011 the Resource Recovery recommended the use of Resource Recovery System (RRS) reserves to stimulate single stream recycling within RRS cities. Attachment "A" delineates the calculated distribution based on the Waste to Energy (WTE) tonnage consistent with the most recent excess reserves distribution.

Funds will be provided in advance to cities through a District – Partner City Agreement that includes a written plan detailing how the city expects to utilize the funds. The Executive Director or designee will administer the program as defined herein. Progress reports are required and any funds not expended by May 1, 2013 should be returned to the District, unless the term is otherwise extended by the Resource Recovery Board (RRB).

### **1. Guidelines**

The following guidelines will apply to all funded programs:

- a) District Partner Cities are eligible for awards up to the limits in the attached spreadsheet.
- b) Unincorporated Broward will be considered a Partner City for the purposes of this grant.
- c) Eligible uses of program funds are detailed in Exhibit I.
- d) Program proposals will be submitted on a form prescribed by the Executive Director (Exhibit II)
- e) Applicants can request funding for more than one project, but will submit each project proposal as a separate application.
- f) RRB Executive Director or designee reserves the right to award partial funding for project proposals.

### **2. Process**

- a) Partner Cities will submit a written plan to RRB Executive Director or designee for the proposed use of the single-stream grant, which shall be reviewed and approved by the Executive Director or designee.
- b) Executive Director will notify Partner Cities within 30 days of receipt of application on acceptance or rejection of plan and proposed expenses. Partner cities may appeal decision to the RRB. Decision of the RRB will be final
- c) RRB Executive Director or designee will prepare grant agreement, attach approved plan and forward two copies to applicant.
- d) Partner Cities will sign agreements and return to WRS for execution by the Executive Director and Legal Counsel.
- e) The Executive Director will return the executed agreements to WRS, who will forward an original to the Partner City. WRS will retain an executed copy and establish a grant file for each Partner City.
- f) Partner Cities will reimburse the district for any funds not expended or deemed ineligible within the term of the Agreement.
- g) WRS will retain files and documentation in accordance with the County's document retention policies.

### 3. Term

Agreements should be in effect from RRB approval date through expiration of Interlocal Agreement (July 2, 2013). The general project timeline is detailed below:

Funding approval by County Commission	June 28, 2011
Guidelines approved by Executive Director	July 1, 2011
Agreement packages to Partner Cities	July 15, 2011
Submission of city plan	Open
Plan review and approval	30 days after Plan submittal
Partner City Agreements signed by City	Open
Disbursement/award of funds to cities	30 days after execution of Agreement
Progress reports to District	May 1, 2012 and November 1, 2012
Final report to District	May 1, 2013

### 4. General Grant Information

*Funding Restrictions:* These funding restrictions are applicable to all Resource Recovery Board Recycling grant programs unless such expenditures are specifically authorized in program guidelines. Grant funds may not be used for:

- a) Interest, budget deficits, loans, fines, lobbying, penalties or cost of litigation
- b) Prize money, scholarships, or contributions to non-profit organizations.
- c) Travel.
- d) Projects that are restricted to private participation, including those programs which would restrict public access on the basis of race, gender, marital status, color, religion, political affiliation, sexual orientation (including, but not limited to, provisions of Broward County Code, Chapter 16 1/2), creed, national origin, age, or disability.
- e) Telemarketing.

### 5. Reporting

- a) Partner Cities will submit progress reports per the project timeline. Reports should include a narrative, document outcomes and show expenditures and encumbrances on a form prescribed by the Executive Director or designee. Applicable documentation should include (see attached)
  - i) Copies of purchase orders, paid invoices/receipts, payment vouchers and copies of checks
  - ii) Payroll registers or similar records. The payroll register should show gross salary changes, fringe benefits, other deductions and net pay.
  - iii) Contracts, service agreements, internal charges (postage, copies, etc.)
- b) WRS will track expenditures and provide summary reports within 60 days of progress report due dates. The reports will note the expenditures and balances, program highlights and any program adjustments per the Executive Director.

## **6. Audit Requirements**

Grantees receiving recycling grants from the RRB not exceeding a total of \$5,000 in any one County fiscal year are required to submit all required cost information, filed with County's recycling grant administrator within sixty (60) days after the termination date of the grant agreement.

Grantees receiving in excess of \$5,000 in recycling grants from the RRB in any one County fiscal year are required to provide a link to their annual audited financial statements and are required to submit all required cost information, filed with County's recycling grant administrator within sixty (60) days after the termination date of the grant agreement .

Grantees receiving in excess of \$500,000 in recycling funds from the RRB in any one County fiscal year are required to submit certified financial statements on the financial results of the recycling grant activity of their organization pursuant to the executed agreement within ninety (90) days after the termination date of the agreement.

Exhibit I

<b>RRS City Single-Stream Recycling Funding Eligibility</b>	
<b>RRS funding level:</b>	\$20 million based on WTE tonnages consistent with most recent excess reserves distribution (FY 2008).
<b>Objective:</b>	Utilize RRS reserve funds for initiatives and program approaches that stimulate residential or single-stream recycling within Partner Cities. This program will allow for carts purchases, and also other program expenses that will demonstrably increase recycling within a Partner City.
<b>Eligible Projects/Expenses:</b>	<p>The following examples meet the project objectives:</p> <ol style="list-style-type: none"> <li>1. Recycling cart purchases – Funds may be used to offset the cost of carts purchased either by the municipality directly, or by its contracted recycling hauler.               <ol style="list-style-type: none"> <li>a. If the hauler purchases the carts, the municipality’s contract with the hauler should specify that the municipality takes ownership of the carts at the end of the contract.</li> <li>b. Cities are encouraged to specify that roll-out carts contain/are manufactured with some level of post-consumer recycled plastic.</li> </ol> </li> <li>2. Capital equipment for single-stream recycling related purposes.</li> <li>3. Professional services related but not limited to reports and plans, that lead to increases in single-stream recyclables.</li> <li>4. Public outreach and education efforts to promote recycling activities.</li> <li>5. Other program expenses as approved by the RRB Executive Director or designee.</li> </ol>
<b>Ineligible Projects &amp; Expenses:</b>	<ol style="list-style-type: none"> <li>1. Funds may not be used for the purchase of capital equipment, trash receptacles, or carts for collection of trash;</li> <li>2. Funds may not be used for personnel costs for staff salaries and expenses not directly related to the recycling program;</li> <li>3. Funds may not be used for consulting services that are unrelated to project.</li> <li>4. Other funding requests that the RRB Executive Director or designee deems inconsistent with the goals and objectives of this project.</li> </ol>

Exhibit II

Grant Application ( ON FILE )

## Attachment "A"

**DISTRIBUTION OF RESERVES - Single Stream Carts BASED ON MOST RECENT EXCESS RESERVES  
DISTRIBUTION FROM: 10/01/07 - 09/30/08 (1)**

\$20,000,000

City	Fiscal Year 2008		
	Tonnage*	% Tons	Municipal Distribution
Coconut Creek	33,661.670	2.9947%	\$598,938.31
Cooper City	23,891.840	2.1255%	425,104.82
Coral Springs	96,379.040	8.5743%	1,714,861.42
Davie	96,146.470	8.5536%	1,710,723.32
Deerfield Beach	64,825.360	5.7672%	1,153,430.34
Fort Lauderdale	190,981.560	16.9906%	3,398,113.41
Hillsboro Beach	1,975.680	0.1758%	35,153.05
Hollywood	115,906.040	10.3115%	2,062,303.13
<u>Lauderdale by the Sea</u>	<u>6,824.630</u>	<u>0.6071%</u>	<u>121,429.87</u>
Lauderdale Lakes	22,621.390	2.0125%	402,499.85
Lauderhill	40,945.400	3.6427%	728,536.90
Lazy Lake	0.000	0.0000%	0.00
Lighthouse Point	9,087.310	0.8084%	161,689.48
Margate	37,268.500	3.3156%	663,114.23
Miramar	67,896.110	6.0403%	1,208,067.85
North Lauderdale	23,157.170	2.0602%	412,032.92
Oakland Park	39,535.520	3.5173%	703,451.06
Pembroke Park	5,658.680	0.5034%	100,684.26
Plantation	58,106.830	5.1694%	1,033,888.29
Sea Ranch Lakes	1,198.770	0.1066%	21,329.58
Southwest Ranches	6,402.230	0.5696%	113,914.16
Sunrise	75,196.190	6.6898%	1,337,957.35
Tamarac	33,064.450	2.9416%	588,312.04
Unincorporated	15,482.710	1.3774%	275,482.11
West Park	8,669.860	0.7713%	154,261.84
Weston	37,904.900	3.3722%	674,437.62
Wilton Manors	11,256.340	1.0014%	200,282.79
	<b>1,124,044.650</b>	<b>100.0000%</b>	<b>\$20,000,000</b>

(1) period used for most recent excess reserves distribution