

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ST. LOUIS COUNTY, MO. DEPARTMENT OF HEALTH, REGARDING THE RESIDENTIAL RECYCLING CART PROGRAM GRANT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Richmond Heights, Missouri is hereby authorized and directed to sign, on behalf of the City, a contract with St. Louis County concerning the Residential Recycling Cart Program.

SECTION 2. The Clerk of the City of Richmond Heights is hereby authorized and directed to attest said agreement and to affix the Official Seal of the City thereto.

SECTION 3. The Agreement authorized for execution and attestation shall be in substantially the form and contain the words and figures as per Exhibit "A" which is attached hereto and made a part of this Resolution as if fully set out herein.

SECTION 4. This Ordinance shall be in force and effect on the 31st day from and after its date of passage.

PASSED and SIGNED this 5th day of October, 2009.

JAMES J. BECK
MAYOR

ATTEST:

PATRICIA S. VILLMER
DEPUTY CITY CLERK

APPROVED AS TO FORM:

KENNETH J. HEINZ
CITY ATTORNEY

First reading: September 21, 2009
Second reading: October 5, 2009

CONTRACT

Saint Louis County Department of Health
and
City of Richmond Heights

Project Title: “Residential Recycling Cart Program”

I. General:

Saint Louis County, Missouri, on behalf of Saint Louis County Department of Health (hereinafter referred to as “County”) and the City of Richmond Heights (hereinafter referred to as “Grantee”) hereby mutually agree to the following:

1. The Grantee agrees to perform all tasks in accordance with the specifications described herein and the appendices: A-- Work plan; B - Budget; C-- Reporting Requirements and; D-- General Terms and Conditions attached hereto, as the Contract for the project entitled “Residential Recycling Cart Program”. Grantee agrees to abide by all applicable state, federal and local laws, rules, ordinances and regulations and to obtain required permits and licenses prior to implementation of the project.
2. The Grantee is awarded \$83,392 in accordance with the project budget described in Appendix B. The County reserves the right to determine satisfactory compliance with the performance criteria and other applicable County policies and procedures.
3. Any changes in the work plan, project budget, payment schedule or other requirements of this Contract must be approved in writing by the County in advance. Project shall occur in Saint Louis County.
4. This agreement is effective as of the date of the final signature and will remain in effect for a period of twelve (12) months from that date. Contract extensions will be granted upon written mutual agreement between the County and the Grantee.
5. Final report (Appendix C) will be due 30 days prior to contract expiration date.

Grantee: City of Richmond Heights

Authorized Official	Signature	Date
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Attested By: _____

Title: _____

ST. LOUIS COUNTY, MISSOURI

BY _____
County Executive

Attest:

County Clerk

Date

Approved:

Director, Department of Health

Approved as to Legal Form:

County Counselor

Approved:

Accounting Officer

I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts which this obligation is to be charged.

Appendix A –Curbside Recycling Cart Project Work Plan

Task #		Month							
		1	2	3	4	5-11	12		
1.	Have initial meeting with County to discuss grant terms, cart purchase, etc.	Municipality and County							
2.	Enter into contract with County	Municipality and County							
3.	If not ordering off County contract, go out to bid for Cart Prices following the City’s normal procurement policies.								
4.	City finalizes logo/artwork for production of carts with vendor	Municipality							
5.	County finalizes logo/artwork for production of carts with vendor	County							
6.	Order Carts	Municipality or County							
7.	Allow County to visually review the carts when they arrive.	County							
8.	Distribute Carts	Municipality							
9.	Submit packing slips to County if ordering off County contract or invoices for reimbursement if ordering from a City Contract.	Municipality							
10.	Provide Education Concerning Carts to residents.	Municipality							
11.	Submit Final Report	Municipality							

Appendix B –Curbside Recycling Cart Project Budget

Category	Grant Fund Requested	In kind Match	Total Category Cost
A. Personnel Costs (Salary + Fringe benefits)			
a.			
Total Personnel Costs	\$0.00	\$0.00	\$0.00
B. Subcontractor Costs			
a.			
Total Subcontractor Costs	\$0.00	\$0.00	\$0.00
C. Direct Costs			
a. 64 Gallon Residential Recycling Carts	\$83,392		
Total Direct Costs	\$83,392	\$0.00	\$0.00
D. Education costs			
a.			
Total Education Costs	\$0.00	\$0.00	\$0.00
E. Other: Equipment			
a.			
Total Other Costs	\$0.00	\$0.00	\$0.00
Total Project Costs	\$83,392	\$0.00	\$83,392

APPENDIX C- Final Report
 Saint Louis County Municipal Recycling Cart Grant Program
PROJECT REPORT FORM--2009

Complete each section of this report, as it relates to the grant project. Please print in ink or type the following information. Additional pages may be attached. Report form must be signed by the grant project manager.

Municipality:

Project Start Date:

Project End Date:

Date Submitted:

Part I – Background Information

Number of Households:	
Number of Carts Received:	
Funding Received:	

Part II - Waste and Recycling Information:

This information is requested to measure the impact larger recycling carts have on increasing recycling tonnages. Your trash hauler should be able to provide this information and we will accept reporting in the format used by your hauler (i.e. monthly, quarterly, and yearly). Please contact us with any questions at 314-615-7833.

	Before Cart Distribution	After Cart Distribution (12 months)
Waste Land-filled in tons		
Recycling collected (tons)		

Part III – Educational Programs Information:

1) Describe educational efforts and attach any publications if available.

Part IV – Project Narrative

Describe any problems encountered/solutions pursued, program strengths/weaknesses, “lessons learned”, or plans for future program expansion.

Part V – Waste Reduction Efforts

Please describe how you have endeavored to use recycled paper and double-sided copies for all reports, publications, press releases and informational material that are prepared as a part of this grant award.

Typed Name & Title of Grantee Project Manager

Signature of Grantee Project Manager

Date

Appendix D – General Terms and Conditions

1. **Reporting Requirements.** Grantee will report project status for the work performed, upon request from the County project manager, as part of the final grant contract agreement. As applicable, Grantee agrees to submit reliable information on the quantities of materials land-filled and recovered as well as status of completed tasks, outcomes, problems, etc. A final report will be required at the completion of the 12 month contract on report forms provided by the County (Appendix C). Reports shall be considered overdue thirty (30) days after the report due date. Failure to submit required report by the due date may be considered a breach of contract. It may also result in Grantee being ineligible for grant funding for a period of up to three (3) years.
2. **Retention of Records.** Financial records, supporting documents, and other pertinent agreement records shall be retained for a period of three (3) years starting from the date of submission of the final report. Authorized representatives of Saint Louis County shall have access to any pertinent books, documents, and records of Grantee to conduct audits or examinations. Accounting records must be supported by such source documentation as time sheets, canceled checks, paid bills, payrolls, contracts, etc.
3. **Term.** The term of this agreement shall be one (1) year from the date of execution of the grant agreement unless otherwise stipulated on the signature page; provided, however, that the term of this agreement may be extended by the mutual written consent of both parties.
4. **Termination for Cause.** The County may terminate this agreement in whole, or in part, at any time before the date of completion after giving written notice whenever it is determined to be in the sole judgment of the Director of the Department of Health that the Grantee has failed to comply with the terms and conditions of this agreement. In the event the Grantee shall breach any of its obligations to provide the services set forth in this agreement, the Grantee hereby agrees to repay and reimburse the County within thirty (30) days of the termination of this contract any funds received by it under this agreement. In the event of such termination, the County shall have the right to recover any and all grant funds paid to the Grantee or any equipment purchased with such funds. Termination for cause may result in Grantee being ineligible for grant funding for a period of up to three (3) years.
5. **Termination for Convenience.** Both the County or Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
6. **Equipment Management.** The following standards shall govern the utilization and disposition of equipment acquired with grant funds:
 - A. Procedures for managing equipment whether acquired in whole or in part with grant funds will, at a minimum, meet the following requirements:
 - (1) Property records must be maintained that include a description of the equipment, a serial number or other identification number, the

acquisition date, and cost of the property, percentage of county participation in the cost of the property, the location, use and condition of the property; (2) Grantee must take measures to ensure qualified staff/contractors are employed for construction and/or handling of any equipment;

- (3) A control system must be developed by the Grantee to ensure adequate safeguards to prevent loss, damage, or theft of the property; and
- (4) Grantee shall procure and maintain proper insurance.
- (5) All equipment shall display the Saint Louis County Department of Health's (DOH) logo and the Reduce, Reuse, Recycle...Go Green! theme logo during the grant project period and possibly longer if directed by the County. Logo usage and placement is subject to approval by the County.

7. **Copyrights.** Except as otherwise provided in the terms and conditions of this agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the County reserves the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, any and all data and documents, reports, drawings, studies, analyses, specifications, estimates, maps, computations, brochures, programs, leaflets, surveys, videotapes, recordings, web pages, software and other work for County purposes.

8. **Acknowledgment of County Support.** Recipient agrees that all publications and other printed materials (excluding those provided through the County public education campaign), press releases, bid solicitations, signage, and other documents describing the project for which funds have been awarded, must include a statement of the County's financial support and the Saint Louis County Department of Health's (DOH) logo. Also, the "Reduce, Reuse, Recycling... Go Green!" theme logo must be included. Equipment and certain promotional materials do not lend themselves to including a financial support statement. In those situations, the DOH logo must be included in conjunction with the "Reduce, Reuse, Recycle...Go Green!" logo. The County will provide a suitable quantity of camera-ready logos. The following phrase must be used as the County financial support statement:

"...funded by a grant from Saint Louis County Department of Health utilizing County landfill surcharge funds."

9. **Prior Approval For Publications.** Recipient shall submit to the County for review and prior written approval copies of all publications and other printed materials (excluding those provided through the County public education campaign), press releases, signage, and other documents describing the project for which funds have been awarded. Any materials that were not approved in advance by the County or were changed after County provided written approval shall not be eligible for reimbursement. Any graphical or visual aids in printed, electronic or audio/visual media must be diverse in gender and ethnic representation.

Any grant project recognition or promotion initiated by the Grantee during the grant project period must receive prior written approval by the County. Any application,

article, report, presentation, etc. must be reviewed and approved in advance by the County. The County reserves the right to publicize the results of the grant project at any time.

10. **Procurement Standards.** The County shall approve the Grantee's municipal procurement policies and procedures and/or the Grantee shall use a competitive bidding process to determine the most responsive proposal for goods & services purchased with grant funds. The County will review and approve the bidding process used to secure existing vendors and bid solicitations prior to issuance. Grantee shall make every effort to use products with recycled content.
11. **Conflict of Interest.** No party to this agreement and no officer, agent, or employee of either party to this agreement who exercises any functions or responsibilities in the review or approval of the performance of this agreement shall participate in any decision relating to this agreement which would affect their personal or pecuniary interest, directly or indirectly.
12. **Recycled Paper/Waste Reduction Requirements.** Grantee agrees to endeavor to use recycled paper and double-sided copies for all reports, publications, press releases and informational material that are prepared as a part of this grant award.
13. **Personnel and Employment Status.** Grantee, its employees, agents and assigns shall not be deemed to be employees of the County; nor shall Grantee be covered by Social Security, Unemployment Compensation or Workers' Compensation provided by the County.
14. **Non-Discrimination.** During the performance of this agreement Grantee agrees as follows:
 - A. Grantee shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, gender, sexual orientation, age, national origin, handicap, or disability.
 - B. In the event of Grantee's non-compliance with the provisions of this section, this agreement may be canceled, terminated, or suspended in whole or in part and Grantee may be declared ineligible for future County contracts. The rights and remedies of the County as provided in this paragraph shall not be exclusive and are in addition to any other remedies provided in the Contract or as provided by law.
15. **Prohibited Business Practices/Non-Solicitation.** Grantee represents and warrants that no agreement or arrangement has been entered into or made with any person or agency to solicit or secure this agreement upon an agreement or understanding for a gratuity, commission, percentage, brokerage fee or contingent fee in any form, to any person excepting bona fide employees of Grantee, or bona fide established commercial sales agencies or consultant under contract with the grant applicant. For breach or violation of this representation and warranty, County may, by written notice to Grantee, terminate the right of Grantee to proceed under this agreement or be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of a breach of this agreement,

and (2) as a penalty, in addition to any other damages to which it may be entitled by law, County may recover exemplary damages in an amount to be determined by the Saint Louis County Executive, which amount shall be not less than three (3) nor more than ten (10) times the amount Grantee paid or agreed to pay as such gratuity, commission, percentage, brokerage, or contingent fee. The rights and remedies of the County as provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies as provided in this Contract or as provided by law.
