

St. Louis City Ordinance 63541

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 188

INTRODUCED BY ALDERWOMENPHYLLIS YOUNG

An Ordinance authorizing and directing the Refuse Commissioner, on behalf of the City of St. Louis, to enter into and execute an Agreement with the St. Louis - Jefferson Solid Waste Management District for a grant to fund a Curbside Recycling Pilot Project and authorizing the Refuse Commissioner on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds by entering into contracts or otherwise for said purpose and containing an emergency clause.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Refuse Commissioner is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute an Agreement with the St. Louis - Jefferson Solid Waste Management District for a grant to fund a Curbside Recycling Pilot Project. Said Agreement shall substantially in words and figures as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The Refuse Commissioner is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend by contract or otherwise the funds received pursuant to the Agreement in a manner that is consistent with the provisions of said Agreement.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Agreement No. 95042

ST. LOUIS - JEFFERSON
SOLID WASTE MANAGEMENT DISTRICT

GRANT ASSISTANCE AGREEMENT

The St. Louis - Jefferson Solid Waste Management District (hereinafter referred to as the District) and The City of St. Louis (hereinafter referred to as the Recipient) hereby mutually agree to the following:

1. The Recipient agrees to perform the work specified in Attachment A, attached hereto and incorporated herein entitled the City of St. Louis Curbside Recycling Pilot Project.
2. The Recipient agrees to comply with the terms of the project budget, payment schedule and interest income reporting requirements set forth in Attachment B, attached hereto and incorporated herein.
3. The recipient agrees to comply with the general terms and conditions set forth in Attachment C attached hereto and incorporated herein.
4. This agreement is effective from the date on which it is signed by the Recipient until one (1) year after the Recipient signing date. The project completion date may only be extended by the mutual written consent of both the District and the Recipient.

ST. LOUIS - JEFFERSON

SOLID WASTE MANAGEMENT DISTRICT

Lee Brotherton

Executive Board Chairman(typed) Signature Date

RECIPIENT

Nick Yung

Authorized Official (typed) Signature Date

Linda Horn

Project Manager (typed) Signature Date

ATTACHMENT A

THE CITY OF ST. LOUIS
THE CITY OF ST. LOUIS CURBSIDE RECYCLING PROJECT

Scope of Work

Implement a curbside recycling pilot project in areas of the City of St. Louis. Educate the residents about recycling and the program, to enhance participation

A. Recipient shall perform the following tasks in accordance with the terms of the Agreement:

1. Utilize a competitive bidding process to secure a service provider containers. The containers shall be marked with the District logo, acknowledging the financial contribution of the District. The District will provide the logos.
2. Develop and distribute educational brochures and reminder cards to promote participation in the curbside collection program.
3. Implement curbside pickup of recyclable materials with a subcontracted waste hauler, for minimum period of ten months.
4. Monitor project participation and implement a once per week collection policy for regular waste dumpster,s in areas serviced with curbside recycling.
5. Develop and distribute educational announcements to inform residents in the pilot area of changes in trash collection.
6. Credit must be provided to the St. Louis-Jefferson Solid Waste Management District as a funding source for this project on all materials and information produced and distributed in conjunction with the project. Prior written approval for educational and informational materials produced with District funds must be obtained prior to printing and distribution of the materials.
7. Recipient shall provide data on project participation and estimate the volume and types of material collected and diverted from disposal, as a result of this project.

B. The Recipient shall provide, in writing, two (2) copies of a quarterly expenditure and progress report to the District, beginning one hundred and five (105) days after the date the Agreement is signed by the Recipient. These reports shall be copied on recycled paper and double sided copies shall be submitted when appropriate. The reports shall contain the following information to keep the District informed about:

1. The details of progress for project activities, including estimates of residential participation in the recycling program and the amount of waste diverted from landfill disposal as a result of this project.
2. Problems encountered in project execution and solutions pursued.
3. Proposed budget reallocations and adjustments approved in writing by the District.
4. Itemized reports of grant expenditures for both cash and in-kind match expenditures, and as appropriate, bid notices and a copy of winning bid proposals(s). These expenditures shall be reported on the Grant Project Expense Ledger. The District will provide the Ledger.
5. Invoices, copies of both sides of canceled checks or paid receipts from vendors, payrolls, time and attendance records, subcontractor and other appropriate documents shall be submitted with each quarterly report, contained with the Grant Project Expense Ledger.
6. Printed materials, including copies produced in conjunction with the project. Approval letters from the District for printed materials shall also be submitted.
7. Other information necessary for proper establishment of the progress of the project and the project's impact.

Failure to submit any quarterly report may be grounds for withholding any subsequent grant payments and will be considered breach of this Agreement.

C. The Recipient shall provide the final report within fifteen (15) days of the project completion date to the District, that will contain a compilation of the information provided in the quarterly reports, as well as a comparison of actual accomplishments to the goals established and reasons why goals were either not met or exceeded. A critique of the program's strengths and weaknesses and a discussion of any future plans to expand the program should be included. A final accounting of project expenditures must be included in the final report.

The District will release the final grant payment, or any remaining funds due to the recipient, upon submittal and approval of the final report and submittal of an invoice.

D. Linda Horn shall serve as Project Manager to act as liaison to the District.

ATTACHMENT B

1. Project Budget

Project Budget Summary

1a.

Budget Category	Grant Funds	Match Funds	Match In-Kind	Total Funds
A. Personal Services			7663	7663
B. Equipment		6000		6000
C. All Other Direct Costs	9000	4000		9000
D. Subcontractor	71000	4000		74000
TOTAL	80000	10000	7663	97663
PERCENT OF TOTAL	82 percent	10 percent	8 percent	100 Percent

PROJECT BUDGET DETAIL*

A. Personnel Services

1b.

Employee/Title

	Hourly Rate	Grant Funds	Match Funds	Subtotal
1. Linda Horn Recycling	18		4320	4320
2. Randy Breitenfeld Deputy Commissioner	18		1800	1800

3. Level III Intern	7.3		584	584
4. Level InternIII	7.3		584	584
5. Intern III	6.25		375	375
6.				
TOTAL			7663	7663

B. Equipment

Equipment

	Grant Funds	Match Funds	Subtotal
1. (30) 300 Gallon Alley Dumpsters		6000	6000
Total		6000	6000

C. All Other Direct Costs

Itemized Expenses

	Grant Funds	Match Funds	Subtotal
1. Educational Materials (Printing and Postage)	9000		9000
2.			
3.			
TOTAL		9000	9000

D. Subcontractors

Subcontracted Services

	Grant Funds	Match Funds	Subtotal
1. Waste Hauler Recycling Services	50000		54000
2. Curbside Bins Purchased by waste hauler	12000	4000	16000
3. Fox Group Marketing	9000		5000
4.			
5.			
6.			
TOTAL.	71000	4000	75000

2. PAYMENT SCHEDULE

The District agrees to pay the Recipient an amount not to exceed \$80,000.00 for such work in accordance with the budget contained herein Attachment B. Up to 85% (\$68,000.00) of the project funds will be payable on a reimbursement basis upon execution of the grant agreement, appropriation of funds from the State "Solid Waste Management Fund", and submittal of an invoice(s) to the District. An invoice submitted by the Recipient to the District must include copies of the invoices documenting the costs incurred by the Recipient. Any unexpended funds remaining at the end of the project must be returned to the District. The remaining 15% (\$12,000.00) or any remaining funds due to the Recipient will be payable upon submittal and approval of a Final Report within fifteen (15) days of the project's completion date, and submittal of an invoice requesting payment.

3. INTEREST INCOME

Any interest income earned by the Recipient from District Grant funds must be included in the Grant Project Expense Ledgers submitted with each Quarterly Report and the Final Report. The District will provide the Recipient with the Grant Project Expense Ledgers.

ATTACHMENT C

ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

General Terms and Conditions

1. Administrative Requirements

This Agreement is bound by all regulations set forth by 10 CSR 80.9.050 and District policies established by the District Executive Board. Funds for all District grant projects are subject to approval and the appropriation of funds from the State "Solid Waste Management Fund". If funds for the project are not appropriated for any reason whatsoever, the Agreement becomes null and void.

A. Scope of Work. The Recipient hereby agrees to provide the services as set forth in the Scope of Work (Attachment A), and abide by all special conditions that may be set forth as a Special Condition (Attachment D).

B. Method of Payment. Upon finalization of the grant Agreement, the payment schedule shall be set forth in Attachment B. The recipient shall invoice the District to request payments as specified in Attachment B, including all appropriate documentation of expenditures. Invoices for payment will not be processed until all necessary documentation has been received, and will not be processed unless the recipient is in compliance with all Quarterly and Final Reporting requirements.

As required by state regulation, the final 15% of the grant award must be retained by the District until submittal and approval of the Final Report. The Final Report shall be accompanied by an invoice from the Recipient, requesting any remaining funds due to the Recipient.

Any interest income earned by the Recipient from District Grant funds must be included in the Grant Project Expense Ledgers submitted with each Quarterly Report and the Final Report.

In the event that all funds from the initial grant payment are not spent at the time of submittal of the Final Report, all unexpended funds must be returned to the District, included with the Final Report. All unused grant funds must be returned to the District.

C. Retention and Custodial Requirements For Records. Financial records, supporting documents, and other pertinent Agreement records shall be retained for a period of five years starting from the date of acceptance of the Final Report. Authorized representatives of the State of Missouri, the Missouri Department of Natural Resources, and the District shall have access to any pertinent books, documents, and records of Recipients to make audits or examinations. The Recipient will further agree to permit monitoring by the District and/or authorized representative.

The Recipient shall maintain detailed records of the time spend by each of its personnel and that of subcontractors in the performance of the services and shall collect and preserve all receipts for costs incurred in the performance thereof or for the purchase of any Equipment or Fixtures authorized under this Agreement. All invoices, canceled checks and paid receipts must be maintained.

If an litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

D. Match Funding. In general, match funding represents that portion of project costs not borne by District funds. If stated in dollars only, the District match ratio will be total project costs divided into the Recipient match funding amount. In-kind (non-cash contributions are allowable projects costs when they directly benefit and are specifically identifiable to the project or program. A minimum match of 10% of the grant amount is required for all projects.

E. Financial Management Systems. The financial management systems of Recipients must meet all generally accepted accounting principles, including the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the Agreement;
2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and income;
3. Internal Control. Effective control and accountability must be maintained for all Recipient cash, real and personal property, and other assets. Recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts;
5. Allowable Costs. Applicable District policies, state agency program regulations, the agreement Scope of Work and Budget (Attachments A & B)

will be followed in determining the reasonableness, allowability, and allocability of costs;

6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills from vendors, payrolls, time and attendance records, contract, and agreement award documents;

F. 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.

G. Modifications to the Agreement. Any changes to this Agreement, including changes in the Scope of Work, Budget, Personnel, and Subcontracts, must be approved by the District in writing.

H. Quarterly and final Reports. A performance report for each program, function, or activity shall be submitted at least quarterly ("Quarterly Report") and upon completion of the project ("Final Report"), as specified by the Agreement Scope of Work (Attachment A). Quarterly reporting periods are 90 days, beginning the day the Agreement is signed by the Recipient. Quarterly and Final Reports are due within 15 days of the end of each quarter.

I. Termination for Cause. The District may terminate any agreement in whole, or in part, at any time before the date of completion, whenever it is determined by the District that the Recipient has failed to comply with the terms and conditions of the Agreement. In the event the Recipient shall breach any of its obligations to provide the services set forth in the Scope of Work (Attachment A), or breach any of the other elements of the Agreement, the Recipient hereby agrees to repay and reimburse the District any compensation received by it under this agreement. In the event of such termination, the District shall have the right to recover any and all compensation paid to the recipient and any Equipment purchased with such compensation. The District shall promptly notify the Recipient in writing of such a determination and the reasons for the terminations, together with the effective date. District payments to or recoveries from Recipients under Agreements terminated for cause shall be in accord with the legal rights and liabilities of the parties. The Recipient agrees to compensate the District for any costs incurred during recovery.

J. Termination for Convenience. Either the District or Recipient may terminate the 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. Any unused grant funds would be required to be returned to the District. If the Recipient decides to terminate the Agreement, the entire grant amount may be required to be repaid to the District.

K. Equipment Manager. The following standards shall govern the utilization and disposition of Equipment acquired with District funds:

1. When equipment is acquired with District monies under this Agreement, the following conditions shall apply:

a. Title to Equipment. Equipment shall be titled in the name of the Recipient during the term of the Agreement. Upon completion of the project, title to the equipment reverts to the District. The Recipient will request written instructions regarding disposition of any equipment from the District when submitting the Final Report. In the event that the Recipient breaches any obligations made a part of this Agreement, the Recipient shall be obligated to make payment to the District in the amount of funding provided by the District for the purchase of said equipment.

b. Security Interest. The Recipient hereby grants to the District, its successors and assigns, absolutely, a first position security interest in all equipment purchased, in whole or in part, with District monies. Uniform Commercial Code forms shall be filed on equipment purchased with District funds, as determined appropriate by the District. Said security interest shall be equivalent to the amount of funding provided by the District for the purchase of equipment. Recipient hereby covenants that it will not transfer, sell or pledge the equipment as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the District unless specifically authorized pursuant to the Agreement. The security interest of the District shall be terminated when all obligations of the Recipient under this Agreement have been satisfied.

c. Equipment Funding. The Recipient hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the Financial Assistance Agreement as negotiated with the District.

d. Use of Equipment. Recipient hereby agrees that any equipment purchased pursuant to this Agreement shall be used for the performance of services under this Agreement during the term of this Agreement. Use(s) of said equipment for activities not related to the performance of services of this Agreement must be reported in quarterly reports required by this Agreement. Notwithstanding

anything to the contrary contained in this Agreement, the equipment shall not be removed from the District.

e. Insurance. The Recipient shall procure and maintain insurance, with financially sound and reputable insurance companies in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, on all equipment purchased with District monies.

f. Property Records. Property records must be maintained that include a description of the Equipment, a serial number or other identification number, the source of property, the acquisition date, and cost of the property, percentage of District participation in the cost of the property, the location, use and condition of the property.

L. Insurance. The Recipient and any authorized subcontractor shall, at its own expense, procure and maintain during the life of this Agreement insurance in such amounts and covering such risks as are usually carried by companies in the same or a similar business and similarly situated.

M. Indemnification. The Recipient agrees to protect, indemnify and save harmless the District and its members, officers, directors, employees and agents from an against any and all liabilities, losses, suits, judgements, claims, demands and causes of action of any nature whatsoever in connection with the performance of this Agreement by such Recipient, its agents and employees (other than the Districts's gross negligence or willful misconduct).

N. Inventions and Patents. If any Recipient produces subject matter which is or may be patentable in the course of work sponsored by this Agreement, such subject matter shall be promptly and fully disclosed to the District. In the event that the Recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the District reserves the right to file same. The District grants to the Recipient an option to acquire an exclusive license including the right to sublicense with a royalty consideration to the District.

O. 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 District reserves a 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, and other work for District purposes.

P. Prior Approval For Publications. The District reserves the right to review and approval draft copies of all publications and other printed materials which are intended for distribution. If pre-approval is required, the Recipient shall submit two draft copies of each publication and other printed materials to the District which are intended for distribution and are financed, wholly or in part, by District funds. Printing and distribution may follow receipt of written approval of the District. Failure to obtain prior approval may be grounds for withholding any remaining grant funds, and may be considered a breach of the Agreement.

Q. Procurement Standards. Recipients shall use their own procurement procedures and utilize competitive bidding procedures when applicable. Recipients shall endeavor to use products with recycled content whenever possible.

1. No work or services, paid for wholly or in part with District funds, will be contracted without the prior written consent of the District. Subcontractors identified in this agreement are deemed approved.

2. Recipient agrees that any contract, interagency agreement, subagreement, and/or equipment to be procured under this award which was not included in the approved Scope of Work (Attachment A) and the Approved Budget (Attachment B) must receive formal District approval prior to expenditure of funds associated with that contract, agreement, subagreement, or equipment purchase.

R. Allowability of Costs. Allowability of costs shall be determined in accordance with State regulations 10 CSR 80-9.050 and policies established by the District. The following costs are considered ineligible for District grant funding:

1. Operating expenses of local, county and District government, such as salaries and expenses that are not directly related to the project activities;
2. Costs incurred before the project start date;
3. Taxes;
4. Legal costs;

5. Contingency funds; and

6. Land acquisition.

S. 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.

T. Acknowledgment of District Support. Recipient agrees that all publications and other printed materials, statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded, will include a statement of the District support for the program, and shall utilize the District logo on all materials and, when practical, on any Equipment purchased under this Agreement. Failure to acknowledge support may be considered a breach of the Agreement.

U. Disputes. The Recipient and the District will attempt to resolve disagreements concerning the administration or performance of the Agreement. If a resolution cannot be reached, the Missouri Department of Natural Resources' Solid Waste Management Program will be requested to provide a written decision. Such decision of the MDNR shall constitute final action.

V. Statutory Requirements. The St. Louis - Jefferson Solid Waste management District and any Recipient employed under this Agreement shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations that govern or may affect both the performance of this agreement, and any materials, equipment, or employees connected in any manner whatsoever with such performance. Further, the recipient shall, at its own expense, procure any and all licenses, permits, or insurance necessary to comply with said laws, ordinance, rules, and regulations. Any Recipient, in connection with its application for financial assistance, shall include a certification that the Recipient is in compliance with all applicable Federal, State and local laws. Further, the Recipient shall report to the District any instance in which the Recipient is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any Federal, State or local laws. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this Agreement or suspension or debarment of the Recipient in accordance with paragraph I of these Terms and Conditions.

Legislative History

1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
09/22/95	09/22/95	STR		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
10/06/95			10/13/95	10/13/95
ORDINANCE	VETOED		VETO OVR	
63541				