



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

June 20, 2007

David Jaye
Senior Project Manager
3301 Tamiami Trail East, Building H.
Naples, Florida 34112

Re: *2007-2008 Innovative Waste Reduction and Recycling Grant Agreement*

Dear David,

Enclosed is the 2007-2008 Innovative Grant Agreement. Please have both copies signed by your authorized representative and return one copy to the address below. The second copy is for your records. Please return the grant agreement with all attachments. Thanks for your cooperation and we look forward to working with you.

Return to:

John Labie
2600 Blair Stone Road, MS 4565
Bob Martinez Center
Tallahassee, Florida 32399-2400

Sincerely,

A handwritten signature in blue ink, appearing to read "John Labie". The signature is stylized and written in a cursive-like font.

John Labie

**2007-2008 INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES**

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: IG8-07
2. June 21, 2007
3. Grant Title: **INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT**
4. Grant Period: **July 1, 2007 or Execution (whichever is later) – July 1, 2008**
5. Grant Amount: \$ 78,500.00
6. Grantee Match Amount: \$ 97,850.00
7. CSFA # and Project Name: 37.050/Innovative Waste Reduction and Recycling Grants
8. Issuing Office:

Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section (MS 4570)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 245-8716
9. Grantee(s): **COUNTY/CITY/SPECIAL DISTRICT- Specify by Name**

Grantee Agency Name: Collier County Board of Commissioners

Address: 3301 Tamiami Trail East
Building H
Naples, Florida 34112
10. Grantee Fiscal Year End: September 30, 2007
11. Federal Employer Identification Number: 59-6000558
12. Grantee's Representative Authorized to execute Agreement:

Name: Jim Colletta
Title: Chairman of the Collier County Board of County Commissioners
Phone No.: (239) 774 8097
13. Grantee's Grant Manager:

Name: David Jaye
Title: Senior Project Manager
Address: 3301 Tamiami Trail East, Building H
Naples, Florida 34112
Phone No.: (239) 732 2508
Fax No.: (239) 774 9222
14. Department's Grant Manager:

14. Department's Grant Manager:

Name: John Labie
Title: Environmental Specialist
Address: 2600 Blair Stone Road, MS 4565
Tallahassee, Florida 32399-2400
Phone No.: (850) 245 8731
Fax No.: (850) 245 8033

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

15. The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") does hereby enter into an Innovative Waste Reduction and Recycling Grant Agreement with Collier County Board of Commissioners (hereinafter referred to as "Grantee" or "Recipient") to conduct the project described in **Attachment A** - Project Work Plan, **Attachment B** - Grant Proposal, and **Attachment C** - Certification by Engineer or Other Qualified Professional, attached hereto and made a part hereof.
16. The method of payment, for the period beginning July 1, 2007 or upon Agreement execution, whichever is later, through **July 1, 2008** will be on a reimbursement basis for direct costs only. All work must be completed and grant funds expended by **July 1, 2008**.
17. A. The Grantee shall be reimbursed quarterly on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment D, Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement, as well as any appropriate contracts. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Allowable travel expenses to be 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. The travel forms can be found at http://www.dep.state.fl.us/admin/forms/FinAcct_forms.htm. A final Payment Request Summary Form must be submitted no later than **July 1, 2008**.
- B. Five percent (5%) of each request, up to a maximum of five percent (5%) of the total Grant amount, shall be withheld until the final report has been received and accepted by the Department. Payment Request Summary Forms must be signed by the Grantee's designated authorized representative. This should be the same person who executed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified in writing.
- C. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in

the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

- D. Progress reports shall be submitted quarterly, in conjunction with the Payment Request Summary Form, and shall clearly describe the activities undertaken during the reporting period, activities anticipated for the next reporting period, problems encountered, problem resolutions, a financial summary of the project (including matching and in-kind services), and any schedule updates. In addition to the progress reports required above, the Grantee shall submit the deliverables specified in **Attachment A** – Project Work Plan. The Grantee shall submit a final project report (as described in paragraph 18, below) no later than thirty (30) days prior to the completion date of this Agreement. Upon receipt and approval of all deliverables specified herein and an invoice requesting payment, the Department will release all funds retained pursuant to paragraph 17.B.
 - E. Quarterly reports shall be submitted to the Department's Grant Manager no later than fifteen (15) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
 - F. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
18. The Grantee's final report should be presented in a technical or scientific manner. It should be able to stand on its own so individuals with first time knowledge of the project might understand it. The final report shall be submitted in hardcopy and MS Word or PDF electronic format and include, but not be limited to, the following information:
- A. An introduction briefly describing the project and the contents of the final report, which must include at least the following:
 - 1. The background of how this project came about;
 - 2. The objectives or goals of the project;
 - 3. An explanation of why the project is considered innovative; and
 - 4. The proposed audience and date for the formal presentation about the project at an appropriate state or national workshop, and a description of any articles published or planned for publication in recognized trade journals or professional journals.
 - B. The implementation of the project, which must include at least the following:
 - 1. A description of equipment and/or services that were purchased and how they were utilized;
 - 2. A description of the various elements or components and a project timeline;
 - 3. Problems encountered during the project and how they were resolved or addressed.
 - C. The project results, which must include at least the following:
 - 1. How the objectives or goals were or were not met for this project;
 - 2. How this project demonstrated or utilized advanced technologies or processes which are not in common use on a statewide basis in jurisdictions of similar size or demographics;

3. How this project lead to greater quantities of recovered materials and/or created a product that is more recyclable and/or marketable;
 4. The transferability of the technology or processes realized from this project and how it was or will be applicable to other communities, businesses or individuals; and
 5. A detailed analysis and discussion of how this project resulted in substantial improvements in recycling program cost effectiveness and efficiency as measured against statewide average costs for the same or similar programs. Include the following:
 - a. Total dollar figures of the various elements or components of the project, including administration, equipment, operations, advertising, education and any other expenses incurred during the project;
 - b. Project expenditures categorized for both the public and private sectors, and the sources of project funding from the county (including in-kind services) and the innovative grant;
 - c. Tipping fees avoided as a result of waste diversion/reduction;
 - d. How the project has collected and recycled nontraditional materials, and enhanced their marketability and availability to end markets; and
 - e. A cost/benefit ratio for the project comparing the cost of project with the benefits that were achieved. Include any assumptions made in deriving this information. Discussion should include the following:
 1. Avoided disposal of waste at area landfills using material tonnages and airspace (in cubic yards);
 2. Possible impacts on conservation of natural resources; and
 3. Cost per capita and per ton of specific material(s) recovered or recycled as part of this project.
19. The Grantee shall maintain accurate records of all expenditures of Grant funds and shall assure that these records are available at 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 five (5) 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 Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
20. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

21. A. The Department has the right to terminate this Agreement and demand refund of grant funds for non-compliance with the terms or obligations of this Agreement. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
22. When applicable, the Grantee shall obtain all necessary construction-related permits before initiating construction.
23. A. The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
- C. The Grantee must comply with the applicable requirements of Section 287.055, F.S., when acquiring professional services (professional engineers, architects, landscape architects, and/or survey and mappers).
- D. The Grantee shall acquire all contractual services and/or commodities utilizing procurement methods comparable to those described in Chapter 287, F.S.

24. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
25. Pursuant to section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
26. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
27. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
28. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
29. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
30. Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment F**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - D. The Grantee shall report the inventory of the equipment, on an annual basis, no later than January 31st for each year this Agreement is in effect.

- E. The equipment may be leased or loaned to a private business, if necessary for this project. If leased, proceeds received from lease shall be documented and used to offset reimbursement requests made under this Agreement.
 - F. For a period of three years following the completion date of this Grant Agreement, the Grantee shall maintain ownership of all equipment purchased with funds from this Grant, shall list said equipment purchases on its property inventory, and shall assure that said equipment is used exclusively in some recycling capacity in the State of Florida. Within the above stated three-year period, the Grantee may sell the equipment for fair market value provided that the proceeds of such sale are returned to the Department.
 - G. A "release of lien" for any structures built or purchased with grant funds must be provided to the Department with the final report. Any site containing state purchased equipment must provide records disclosure/access to state auditors.
31. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Grant Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
33. The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Grant Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
34. Land acquisition is not authorized under the terms of this Agreement.
35. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

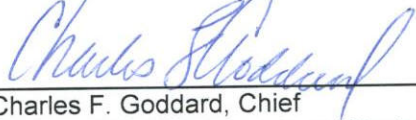
36. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the Collier County Board of Commissioners for all allowable costs incurred up to and not exceeding \$ 78,500.00.

STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:



Charles F. Goddard, Chief
Bureau of Solid & Hazardous Waste

6/28/07
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 Grantee, and (2) the Grantee agrees to the general and special conditions of this Agreement.

BY AND ON BEHALF OF THE GRANTEE:

Signature of Authorized Representative
Name:
Title:

Date

Please return to:
Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section - M.S. # 4570
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Grant Proposal (11 Pages)
Attachment	C	Certification by Engineer or Other Qualified Professional (1 Pages)
Attachment	D	Payment Request Summary Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Property Reporting Form (1 Page)

Attachment A

Collier County School Beverage Container Recycling Challenge Program FY 07/08 Innovative Recycling Grant Scope of Services

County Project Manager

Name: Dave Jaye
Address: 3301 Tamiami Trail E
Building H, 3rd Floor
Naples, FL 34112
Phone: 239-732-2508 E-mail: davidjaye@colliergov.net
FEID Number: 59-6000558

Schedule

Task	Activities	Deliverables	Cost	In-Kind	Grant	1 Q	2 Q	3 Q	4 Q	5 Q	6 Q
School outreach, project management administrative tasks	Identify potential Project Team members and solicit their participation; conduct Project Team meetings and solicit member input	1) List of Project Management Team members, establish base line data for school recycling	\$7,500	\$7,500		X					
Track Baseline Data and School participation	Visit with Recycling Haulers and School Waste and Recycling administration, school visits	2) Project Management Plan	\$1,000	\$1,000		X					
Design and implement education campaign	Conduct meetings with School recycling administrative staff, Green Club faculty advisors, TV teachers, Performing Arts and Sports faculty and janitors	3) Initial program introduction materials and student recruitment flyers and PSAs	\$1,200	\$1,200		X					
Manufacture and deliver special beverage containers	Conduct final research on collection containers and costs; acquire collection containers, appropriate signage, educational materials, and collection services	4) Order and deliver to schools as many of the Bottle shaped beverage containers production and delivery costs allow	\$33,500	\$500	\$33,000	X					
Develop orientation video and Public Service Announcements promoting the Program	Develop a story board, audition students, teachers and janitors, film and edit the video and PSA	5) Program orientation video for school and community use 6) Six public service ads introducing the various elements of the school recycling challenge program	\$19,700	\$3,700	\$16,000	X					
Award Certificates for recycling Posters and TV/Video/Lip Syncing entrants	Evaluate student submissions with assistance of faculty	7) Award certificates for each student participant, Top winners Board of Commissioner Presentation	\$2,700	\$1,500	\$1,200		X				
Recycling Poster Competition	Conduct a recycling of containers poster drawing contest	8) 5,000 calendars printed mid Summer 2008	\$7,000	\$1,000	\$6,000		X	X	X		

Collier County
 School Beverage Container Recycling Challenge Program
 FY 07/08 Innovative Recycling Grant Scope of Services

Task	Activities	Deliverables	Cost	In-Kind	Grant	1Q	2Q	3Q	4Q	5Q	6Q
Traveling Trophy awards	Conduct competition in the categories of lip syncing the radio ads, TV commercials, music videos and total building recycling	9) Traveling trophies in each of the competition areas. TV/Music awards and total building recycling for Earth Day 2008 10) addition of large recycling dumpsters & bins for collection	\$3,600	\$2,200	\$1,400		X	X			
Recycle This! Brochures printing and delivery to schools.	Develop plan for wide-scale implementation, including cost estimates; initiate implementation of plan	11) Plan for wide-scale implementation	\$6,750	\$750	\$6,000	X	X				
Video Copies of orientation video, professional PSAs and student PSAs plus postage	Coordinate Recycling commercials for School Daily Announcement TV programs and orientation video	12) 400 video copies for various clubs, faculty and interested groups.	\$1,650	\$250	\$1,400	X					
Replicate Recycle This! Laminated posters for 50 Schools	Replicate Recycle This! Laminated posters for 50 Schools	13) Deliver Recycle This! Laminated posters for 50 Schools	\$4,500	\$500	\$4,000	X					
Collier Schools outreach, evaluating student production, Project management with vendors	Motivate and monitor student, teacher and janitor participation, manage vendor coordination	14) Project Management plan with tracking information	\$18,500	\$18,500		X					
Quarterly Progress & Final Reports	Prepare and deliver quarterly and final reports as specified in the terms of the contract	15) Five Quarterly Reports 16) One Final Report	\$4,000	\$4,000		X	X	X	X	X	X
American Beverage Association 12 radio ads, posters and marketing for 'Recycle This!'	The ABA radio ads, web site, posters and marketing experience in several cities creates interest and excitement.	17) recycle container radio ads and art work for posters.	\$50,250	\$50,250		X	X	X	X	X	X
Local Commercial radio ads supporting the program	Radio station visits to generate excitement	18) Radio station van visits to schools, airing of student radio ads/TV commercials in various venues	\$9,000	\$5,000	\$4,000	X					
Conduct training workshop on site, Florida Recycles Today and SWANA meetings.	Florida's Annual SWANA meeting is held in Naples, FL. RFT and other venues will be offered a workshop presentation	19) Power Point, Executive Summary with lessons learned, Video CD and other supporting materials in a tool kit.	\$5,500	\$0	\$5,500				X	X	
Totals			\$176,350	\$97,850	\$78,500						

Attachment B

Florida Department of Environmental Protection FY 2007-08 INNOVATIVE GRANT APPLICATION FORM

Project Information

- 1) **Applicant Name:** Collier County Solid Waste Management
- 2) **Primary contact person:** Dave Jaye, Senior Project Manager
- 3) **Complete Address:** 3301 Tamiami Trail East, Building H, Naples, Florida 34112
- 4) **Telephone Number(s) (including SunCom number):** 239-732-2508
- 5) **E-mail address:** davidjaye@colliergov.net
- 6) **Project Title:** School Beverage Container Recycling Challenge Program.
- 7) **Grant Request Amount:** \$78,500.
- 8) **Length of project (months):** 9 first year, then ongoing.

Authorizing Signature

Chairman, Board of County Commissioners
Title

November 14, 2006
Date

ATTEST:
DWIGHT E. BROCK, Clerk

Approved as to form and legal sufficiency:

By: _____
Deputy Clerk

Thomas C. Palmer, Assistant County Attorney

PROJECT ABSTRACT

(No more than 20 lines. Every word over 20 lines will constitute a one point deduction.)
(do not delete the instructions on this page)

School Beverage Container Recycling Challenge

This proposal uses humor, music and student competition to encourage beverage container recycling and boost paper recycling in Public Schools. The American Beverage Association produced non-royalty radio commercials including country, urban, rock and Spanish music versions. The radio ads are built around the refrain "we got plans for your bottles and cans" http://www.recycleitnow.net/commercials_ads.asp?menu=5 . The marketing campaign was initially launched in test markets in Pittsburgh, Pennsylvania and Hampton Roads, Virginia and increased beverage container recycling by 25% and drove up recycle rates for other materials. The 30 second TV ads are produced by college student video competition to promote recycling <http://www.re3.org/flicks.htm> . We propose to locate new Recycle Bins shaped like giant plastic bottles that feature the colorful Recycle logo in schools to serve as visual reminders to recycle away from home. This challenge program will spark student's natural competitiveness and creativity by creating three annual categories of competition: 1. Student music-advertisement videos with recycling themes, 2. Recycling weight competition and 3. Recycling poster drawing contests. The recycling music videos, TV commercials, top building recyclers and drawing contest winners will be awarded traveling trophies awarded on National Recycling Day November 15th, 2006. Local radio & TV stations will be asked to stage promotional events and provide public service announcements. The school morning TV shows can feature the recycling commercials and contest information. Collier's web site will show recycling rates by building and contestant winners. The eye-catching logo features one letter from the labels of several highly recognizable beverages forming the word RECYCLE. We learned lessons from the three year Sarasota School recycling program.

PROJECT DESCRIPTION

(1 page)

The Collier County Board of Commissioners established a mandatory commercial recycling program which includes Collier County Schools. In 2006 Collier County gave the District School Board of Collier County a Waste Reduction award for their success in recycling paper. This project proposes to build on the partnership developed between both entities by establishing the first Florida School Beverage Container Recycling Challenge Program. The project will increase the recycling rate at schools saving the schools money and saving Collier County valuable landfill airspace. This grant will help promote the culture of recycling among Collier County school children.

This school challenge program has the goal of getting all 50 Collier County Schools to increase recycling rates for beverage containers as well as paper, cafeteria and other school supplies. Some schools may participate at higher levels than others. Some students are recent immigrants who are coming from countries without a recycling culture. Some students have English and sometimes illiterate in their own language. The visual emphasis of the bottle shaped beverage container and the display ads helps build understanding, interest and excitement about recycling. The invitation to compete with other schools in producing recycling music videos TV commercials, recycling posters and recycling the most items compared to other schools will help build a school recycling culture and identity. The traveling Trophies for best Middle and High School music videos in Rock, Country, Urban and Spanish will be a generate school spirit and pride. Student submitting a recycling music video and/or environmental poster will get a certificate of participation. The recycling music video, recycling poster winners and school recycling rates will be featured in a calendar and on our County web site.

We are working with Collier County Public Schools Security and Environmental Management officers and the Commercial recycler Sunshine Recycling. The plan is designed to be explained to principals, building environmental coordinators, teachers, performing arts chairs, janitors, cafeteria staff and building staff in Spring of 2007 before the grant process is completed. We will make adjustments and devise solutions to any implementation barriers Spring/Summer 2007. Our target is to have the Beverage Container recycling program ready for the first day of the school year in August 2007. Laminated posters with the American Beverage Association (ABA) recycling themes including: "cans to pans, quarts to shorts, and bottles to goggles" will inspire students about the program. Laminated posters are reusable. Schools will be urged to play the humorous ABA radio award winning commercials as part of their morning TV show programs. The videos will educate, entertain and hopefully motivate students to create their own recycling music videos, TV commercials recycling posters and compete to make their school tops in total material recycled. We will produce a brochure to explain the program for students and parents using the ABA poster display ads of kids recycling. Marketing programs that use web pages are particularly successful with students. The ABA produced an interactive website: www.recycleitnow.net that is educational and entertaining. Web site visitors have access to information about recycling, how to get involved and what the end products can be. Students can play interactive games and visit the recycling campaign on line. Students may get approval to earn community service credit hours necessary for High School graduation by participating in the recycling program. Some schools have formed environmental clubs. Some school ROTC clubs collect trash and recyclables at the football and other school sports events.

We will seek partnerships with local Rock, Country, Urban and Spanish Radio stations and TV stations to build excitement, school competition and community awareness. We will ask radio & TV stations will donate time for recycling public service announcement that will include the student recycling music videos and recycling posters. We have proposed a modest \$4,000 radio budget to help promote and build interest in the program.

Criteria 1: TECHNOLOGIES or PROCESSES

(1 page)

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(20 points) The range of scoring is between 0 and 20 points, with up to 10 points for meeting one of the following sub-criteria, up to 15 points for meeting two, and up to 20 points for meeting all three. Note: applicant may adjust space used to address each sub-criterion.

Sub-criteria 1 – Not in common use in Florida.

“Recycle This!” was initially launched in test markets in Pittsburgh, Pennsylvania, and Hampton Roads, Virginia. While the campaign is primarily focused on beverage containers, it increases recycling rates of all recyclable materials.



Sub-criteria 2 – Novel application of an existing technology or process.

“Recycle This!” is a novel use of radio music and TV commercials. Florida’s Elementary, Middle and High schools have their own student featured TV show.



Sub-criteria 3 – Overcoming obstacles to recycling/waste reduction in new or innovative ways.

“Recycle This!” uses recycling bins designed to look like beverage container. Although schools come under the mandatory Collier County Commercial recycling ordinance, most schools are not recycling beverage containers like water and juice bottles. The music video contest, recycling poster competition and competition to be the school that recycles the most will be recognized with a traveling trophy.



Criteria 2: TARGETS

(1 page)

(do not delete the instructions on this page)

(10 Points) Demonstrate innovative processes to collect and recycle or reduce these targeted materials/sectors: Construction and Demolition Materials, Commercial/Institutional Sectors, Hurricane Debris, Pay-As-You-Throw and Waste Tires. Note: if the proposed project also includes materials/sectors other than those targeted by this criteria, the project will receive less than the maximum 10 points allocated for the criteria.

The Collier County Board of Commissioners established a mandatory commercial recycling program which includes Collier County Schools. In 2006 Collier County gave the District School Board of Collier County a Waste Reduction award for their success in recycling paper. This project proposes to build on the partnership developed between both entities by establishing the first Florida School Beverage Container Recycling Challenge Program. The project will increase the recycling rate at schools saving the schools money and saving Collier County valuable landfill airspace. This grant will help promote the culture of recycling among Collier County school children. Public Schools are a big institution and the largest employer in Collier County.

This proposal uses humor, music and student competition to encourage beverage container recycling and boost paper recycling in Public Schools. We also propose to locate in schools new recycle bins in the shape of giant plastic soda bottles that feature the colorful recycle logo and will serve as visual reminders to recycle away from home. This application will spark student's natural competitiveness and creativity by creating three annual categories of competition: 1. Student music videos with recycling themes, 2. School building recycling collection competition and 3. Recycling poster drawing contests.

If awarded, grant funds will purchase recycling bins, traveling trophies and promotional materials. The National Beverage Association will provide professional radio ads and promotional materials free of charge. A local firm, Sunshine Recycling, will provide a cash donation. Collier County Solid Waste Department will provide in-kind support services to the School District. Collier County Schools will be in charge of administrating the collection of recyclables.

The total amount of funding available for the FDEP grant program varies from year to year and there is no maximum grant award. In 2006, the Legislature allocated \$1,599,500 for all eight awards. If awarded, a grant agreement will be forwarded for consideration in July 2007 and Collier County will have one year to complete the project. After completion of the grant, the Solid Waste Department will continue to provide support services to the Collier commercial sector and recognize the annual recycling award winners. Public Schools are a big institution and the largest employer in Collier County.

Hopefully school children will bring their recycling habits home and encourage their parents to recycle. School children will help establish a culture of recycling in those households of recent immigrants who came from areas that did not have a chance to be educated about recycling and protecting our environment.



Criteria 3: BENEFITS/ Cost-Effectiveness

(1 page)

(do not delete the instructions on this page)

(25 points) Demonstrate the potential economic, environmental, and cost-effectiveness of the program's approach. Note: applicant may adjust space used to address each sub-criterion.

Sub-criteria 1 - Environmental Benefits (5 points).

- Methodology

Collier County Solid Waste Department and Collier schools will conduct a waste audit on one High School, one middle school and one elementary. There should not be any waste other than food waste in the front office.

- Toxicity

The importance in limiting contamination in the fiber and container recycling bins will be stressed. Schools are a seasonal business. Schools have a constant challenge of new students and new employees to train each year. New students, teachers, janitors need to be trained each year due to growth rate and population mobility of our schools. State wide over 50% of schools students are minorities.

Sub-criteria 2 – Economic Benefits (5 Points).

The beverage containers are made of durable plastic and should be a one time purchase. Recycling collections services are cheaper than regular trash pick up. Schools could reduce the frequency of trash pick up, reduce the size of trash pick up containers and or reduce the number of trash bins at the school. We will measure the district wide billings for recycle pick up and trash pick up. We will use the recycling and trash collections information by building to calculate how well each school building is recycling per student head count. If we add in the economic value of the landfill space saved by diverting recyclables and the market value of businesses selling paper and containers the pay back period to the community and the complete economic benefit to the community and environmental value of the program can be calculated. We will make adjustments for population growth and possible hurricane or disaster generated solid waste and new schools.

Sub-criteria 3 – Cost-Effectiveness (15 Points).

Recycle This! Is cost effective as the program promotes source separation at the individual level. Creating recycling habits in school children benefits the community as children become workers and homeowners. Sarasota County Schools and Sarasota Solid Waste Management Department have had three years of a comprehensive recycling program compared to one year of recycling program at Collier Schools. In 2005 Sarasota Schools saved approximately \$275,000 in waste collection fees due to higher recycling (Lois Rose, Sarasota Solid Waste Management Department lerose@scgov.net). Sarasota has 41 schools compared to Collier's 50 schools. Building on the lessons learned from Sarasota Schools and the excitement and interest generated by the 'Recycle This!' program, we estimate that Collier schools will be able to attain similar savings as Sarasota. Therefore $50/41 = 1.22$ times $\$275,000 = \$335,500$. Since Collier is already recycling some paper we estimate the 'Recycle This!' program's increase will be half of Sarasota's recycling savings $\$335,500/2 = \$167,750$ plus \$5,125 in saved tipping fees totals \$172,875. The total 'Recycle This!' Program cost is \$176,350. Therefore the program will pay for itself in approximately the first year. Sarasota diverted twenty three 8 yard dumpsters of recyclables from the landfill. Therefore 23 times 1.22 (Collier's population factor) = 28.06 yards of waste tipping fee avoided adds even more savings to this program: 28 times .055 (tons per cubic yard uncompacted waste) = 1.54 times \$64 per ton tipping fee \$98.56 times 52 weeks a year is \$5,125. (Reference: Collier County's Franchise agreement for Solid Waste, recyclable materials and yard trash collection materials).

Criteria 4: SUSTAINABILITY:

(1 page)

(do not delete instructions on this page)

(25 points) Demonstrate the sustainability of the proposed program.

The program will be launched at the School open house each year. Schools will be encouraged to form environmental clubs. Some JR-ROTC organizations pick up trash after school football games. A traveling trophy for best recycling schools will keep up competition. Annual competitions for best recycling music videos/TV Commercials by category will be timed for airing on November 15 National Recycling Day. Environmental Clubs, Performing Arts clubs and JR ROTC will help sustain the program each year. Students must accumulate 40 hours of community service time in order to be eligible to graduate from high school. Finally, schools are legally required to recycle under Collier County's mandatory commercial recycling ordinance. Watching funny Music Videos, TV commercials and poster boards from other students will inspire underclassmen to meet and exceed the achievements of recent graduates. Our County Web page will feature the winning videos/TV Commercials, recycle posters and school recycling rates by building. School reputations in creative music/TV commercial design and recycling are traditions to be maintained or established are important for students, teachers, administrators and parents.

Collier Solid Waste Management maintains a proactive relationship with Collier Public Schools that include: landfill tours, Recycling Center tours, class room visits, Earth Day and Recycling Day activities and teacher recycling kits. In 2006 Collier County gave the District School Board of Collier County a Waste Reduction award for their success in recycling paper. This project proposes to build on the partnership developed between both entities by establishing the first Florida School Beverage Container Recycling Challenge Program. The project will increase the recycling rate at schools saving the schools money and saving Collier County valuable landfill airspace. This grant will help promote the culture of recycling among Collier County school children and their families.



Local Radio and TV Stations will be asked for in-kind public service announcements.



Criteria 5: TRANSFERABILITY

(1 page)

(do not delete the instructions on this page)

(10 Points) Demonstrate transferability of technology and processes and specify how the project will promote transferability. Note: applicant may adjust space used to address each sub-criterion.

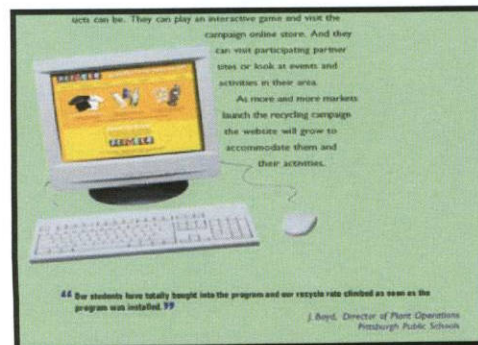
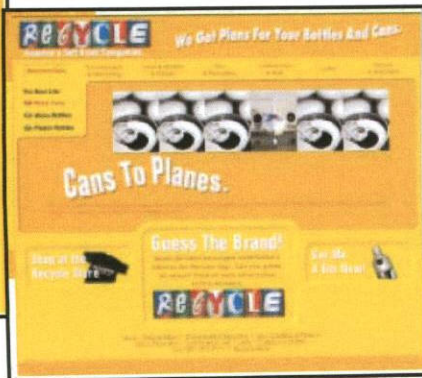
Sub-criteria 1 – Transferability of technology and processes (5 points).

The lessons learned by implementing a school district wide beverage container program will be easily transferable to other schools. Sarasota County took three years to get their school district to start recycling. The lessons learned by them helped Collier organize our school recycling program. Recycle This! is a turn key recycling program that can be immediately used by any school. Collier County's grant will use the Recycle This! radio, bill boards, education web site and bottle shaped containers localized with student talent. Collier will focus on student's natural school competition with the traveling recycling champions' trophy. We focus on students' creativity by first playing the radio ads then inviting students to submit their own music creations.

The student music video award winners in the four music categories of Rock, Hip Hop, Country and Spanish separately for High School and Middle School categories and the recycling poster winners will be announced on November 15, 2006 National Recycling day. Budgeted radio advertisement in local Rock, Hip Hop, Country and Spanish Radio stations and TV stations will generate excitement, radio van visits to schools and hopefully additional public service announcements. This program has budgeted money to hire a professional Video company that will product videos to promote the Beverage recycling Challenge program in the schools. The video will also contain the winning student music videos and winning posters.

Sub-criteria 2 – How project will promote transferability (5 points).

The project will promote transferability by making a copy of the student radio/TV spots available to other schools through our county web page and through DVDs. Students will be excited about participating in a fun, educational program promoting recycling with music as they saw in other Florida school's programs. The program budgets \$5,500 to conduct training workshops at Collier County Solid Waste Department and Collier Schools, at Florida Recycling and SWANA meetings including case study implementation tools kits.



The American Beverage Association's www.recycleitnow.net is an exciting interactive website and their radio ads are royalty free.

Criteria 6: LOCAL SUPPORT

(1 page)

(do not delete the instructions on this page)

(10 Points) Demonstrate local support for the proposed project in commitment of cash or in-kind matching funds. Please provide the name, address and phone number of ALL contributors. (Points will be allocated for only those contributors located within the jurisdiction of the applicant.)

- 00 points 0% up to and including 1% of total project cost
- 01 points Greater than 1% up to and including 10% of total project cost
- 02 points Greater than 10% up to and including 20% of total project cost
- 03 points Greater than 20% up to and including 30% of total project cost
- 04 points Greater than 30% up to and including 40% of total project cost
- 05 points Greater than 40% up to and including 50% of total project cost
- 06 points Greater than 50% up to and including 60% of total project cost
- 07 points Greater than 60% up to and including 70% of total project cost
- 08 points Greater than 70% up to and including 80% of total project cost
- 09 points Greater than 80% up to and including 90% of total project cost
- 10 points Greater than 90% up to and including 100% of total project cost

Collier County will approach radio stations to have public service announcements with the same categories as the Recycle This! Themes: Rock, Country, Hip Hop and Spanish Language songs. We will ask local TV stations and newspapers to run public service announcements. Our Collier government channel will publicize the competition and winners. Collier County staff will maintain the web site of the local student talent winners. Collier county staff will contribute staff time to introduce and sustain this school beverage recycling program.

Free Public Service Radio/TV Broadcasts estimated:	\$4,000
Collier County in kind Administrative & travel estimate:	\$24,350
Collier Schools in kind Administrative & travel estimate:	\$18,500
American Beverage Association in kind donation for 12 radio spots the Marketing Company's royalty free radio ad market value quote for use	\$48,000
Six Recycle This! Posters art work	\$2,000
Total in-kind contribution	\$95,850
Sunshine recycling cash donation	\$1,000
 Total matching contribution	 \$97,850

Total matching contribution \$97,850/176,350 total program cost = 55% or six points.

BUDGET

(1 page using Budget Table Template)
(do not delete the instructions on this page)

Describe the project's budget allocated by task and budget categories per the Budget Table Template available from DEP's Innovative Grants web site in Microsoft Excel digital format
www.dep.state.fl.us/waste/categories/recycling/pages/InnovativeGrants2007-08.htm).

See Attached State DEP budget templates.

Applicant: Collier County Solid Waste Management		Two Commercial 'How to Recycle' Videos										
		Budget										
(1) Tasks	(2) Personnel	(3) Travel	(4) Equipment	(5) Supplies	(6) Contractual	(7) Construction	(8) Other	(9)* Total Budget	Local Match		(12) Total Grant Request	
									(10) In-Kind Match	(11) Cash Match		
Track Baseline Data and Commercial recycling participation												
Business outreach, social service outreach, project management administrative tasks	\$6,000.00							\$6,000.00		\$6,000.00		
Video Production of Two Videos, English as a Second Language Hospitality Industry, How to Commercial Recycling in Florida plus production of 8,000 copies	\$11,500.00			\$18,000.00	\$34,000.00			\$63,500.00		\$11,500.00		\$52,000.00
Postage to mail video to 4,000 Collier business & community Groups at \$1 each, once before high season, once low season	\$597.00				\$8,000.00			\$8,597.00		\$597.00		\$8,000.00
Commercial brochures to 1000 issues at 23 cents times 4 issues, Postage 30.4 cents to mail recycling brochure two times to	\$1,500.00				\$12,232			\$13,732.00		\$1,500.00		\$12,232.00
Recycling door to door posters, photographs and visual aids for on site presentations and community/school events	\$1,000.00				\$2,000			\$3,000.00		\$1,000.00		\$2,000
Conduct training workshops at Collier County Solid Waste and at Florida Recycling and SWANA meetings including		\$2,000.00		\$3,500.00				\$5,500.00				\$5,500.00
Quarterly and Final Report Preparation	\$3,500.00							\$3,500.00		\$3,500.00		
								\$0.00				
TOTALS	\$24,097.00	\$2,000.00	\$0.00	\$21,500.00	\$56,232.00	\$0.00	\$0.00	\$103,829.00	\$0.00	\$24,097.00	\$0.00	\$79,732.00

* NOTE: Column 9 is the total of columns 2 through 8. It also should equal the total of columns 10 through 12

Percentage Match 23.21%

CERTIFICATION BY ENGINEER OR OTHER QUALIFIED PROFESSIONAL

I, the undersigned authorized representative of Collier County, certify that I have reviewed the Innovative Recycling Grant proposal, including the detailed scope of services for this project, and evaluated those impacts on the environment and public health which might reasonably be expected to result from the implementation of this project. In my professional judgment, this project, if implemented in accordance with the detailed scope of services, will comply with all applicable rules of the Department and will not create a significant threat to public health or the environment. I also agree to provide the Project Manager with a set of instructions for proper implementation of the project if needed as part of this Certification.



Signature

Ray Smith, Pollution Control Director
Name and Title (please type or print)

3301 E. Tamiami Trail
Mailing Address

Nybe, FL 34112
City, State, Zip Code

239-732-2502
Telephone Number

5-1-07
Date

ATTACHMENT D

PAYMENT REQUEST SUMMARY FORM

GRANTEE: Collier County

GRANTEE'S GRANT MANAGER:

David Jaye

DEP AGREEMENT NO.: IG8-07

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

PERFORMANCE PERIOD COVERED: _____

AMOUNT REQUESTED THIS PERIOD: _____

TOTAL MATCHING FUNDS REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel (if authorized)	\$	\$	\$
Subcontracting:			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Land Purchase	\$	\$	\$
Equipment Purchases*	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$
TOTAL INVOICES SUBMITTED	\$	\$	\$
<i>Less 5% (unless final invoice)</i>	\$		
<i>Amount Retained (for final invoice only)</i>	\$		
<i>Total Reimbursement Requested</i>	\$		
Less Total Cumulative Payments of:	\$		
TOTAL REMAINING IN GRANT	\$		

*Single purchases over \$1,000. See Attachment F

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above-cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name David Jaye	Print Name
Telephone Number (239) 732 2508	Telephone Number

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Solid Waste Management Trust Fund - GAA Line Item No. 1907	2007-2008	37.050	Innovative Waste Reduction and Recycling Grants		140134
Total Award						

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. IG8-07 (For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR: _____ Grantee's/Contractor's Project Manager: _____ Date: _____

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT upon satisfactory completion of the Contract. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.