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Community Services & Economic Development
636-537-6721

M E M O

DATE: October 18, 2011

TO: Michael Herring, City Administrator

Copy: Mike Geisel, Director of Planning, Public Works & Parks

FROM: Libbey Malberg-Tucker 
Assistant City Administrator for
Community Services & Economic Development

RE: Curbside Value Partnership Recycling Grant

The City has an opportunity to enter into an agreement with St. Louis County Department of Health for a grant not to exceed \$19,564 for the purpose of increasing recycling participation throughout the County. The county-wide campaign is called "Recycling Becomes Me" and encourages communities to not only increase their recycling volume but increase the number of people setting out recycling and encouraging them to do it more frequently.

Our work plan includes a kick off the week of November 7, following our Chesterfield Recycles Day event on November 5, and would primarily include advertising in our local media (West News), our newsletter, social media outlets and perhaps some direct mail pieces. Additionally, we will host contests at Earth Day for creative uses of recycled products. A participation study, or an actual count of those recycling in a certain subdivision or Ward, is highly recommended, but not required for the grant. We plan to partner with Allied Waste and our Citizens Committee for the Environment to conduct a participation study. Up to \$1,000 can be reimbursed for the study as part of the grant; however, we do not plan to spend beyond that amount. At the end of the grant period, we would conduct a follow up participation study to determine the results of the campaign.

The grant is given on a reimbursement basis, so I have budgeted an additional \$10,000 for 2011 for the kick off activities and the remaining \$9,564 for 2012. At your suggestion, I would like to request that the Planning & Public Works Committee of Council approve entering into this agreement with St. Louis County.

Attachment

**Saint Louis County Department of Health
and
The City of Chesterfield**

Project Title: “Recycling Becomes Me” City of Chesterfield Municipal Grant

General:

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

1. The Grantee agrees to perform all tasks in accordance with the specifications described herein and the appendices: A-- Work plan; B --Budget and Payment Terms; C-- Reporting Requirements; D-- General Terms and Conditions; E--Participation Study Report/Invoice and attached hereto, as the Contract for the project entitled **“Recycling Becomes Me” City of Chesterfield Municipal Grant**. Grantee agrees to abide by all applicable state, federal and local laws, rules, ordinances and regulations and to obtain required permits and licenses prior to implementation of the project.
2. The Grantee shall be reimbursed in accordance with the project budget described in Appendix B. The County reserves the right to determine satisfactory compliance with the performance criteria and other applicable County policies and procedures. Grant amount will not exceed **\$19,564**:
 - a. **\$15,470** for the purchase of campaign educational material
 - b. **\$3,094** for administrative cost to administer grant, Administration costs shall be invoiced at the time of the final report.
 - c. Up to **\$1000** to conduct a participation study
2. Grantee agrees to conduct at least one component of the “Recycling Becomes Me” campaign, as specified in the Appendix A work plan within three months of the date of the final signature on the contract. Any changes in the work plan, project budget, payment schedule or other requirements of this Contract must be approved in writing by the County in advance. Project shall occur in Saint Louis County.
3. This agreement is effective as of the date of the final signature and will remain in effect for a period of twelve (12) months from that date. Contract extensions will be granted upon written mutual agreement between the County and the Grantee.
4. Final report (Appendix C) will be due 30 days prior to contract expiration date.

Grantee: City of Chesterfield

Authorized Official	Signature	Date
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Attested By: _____

Title: _____

Saint Louis County Department of Health:

Director, Dept. of Health	Signature	Date
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SAINT LOUIS COUNTY, MISSOURI

BY: _____
County Executive

DATE: _____

Saint Louis County Ordinance #23221
Attest:

Administrative Director

Date

County Counselor

Date

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

Accounting Officer

Date

APPENDIX A –“Recycling Becomes Me” Campaign Municipal Grant Work Plan

Task #	Who	Month					
		1	2	3,4	5,6	7,8,	9,10,11,12
		Oct	Nov	Dec/Jan	Feb/March	April - June	June-Oct.
1. Send County list of wants from grant and this timeline	County	End of Sept.					
2. County sends out contract for Municipality review after receiving wants and timeline	County						
3. Have initial meeting with County to discuss grant terms.	Municipality and County	Oct. 19					
4. Enter into contract with County	Municipality and County	Mid Oct.					
5. Conduct participation study (if applicable)	Municipality	Mid-End Oct.					
6. Annual America/Chesterfield Recycles Day Event. Kick off Recycling Becomes Me with Handouts/promo items for participants	Municipality		Nov. 5				
7. Earth Day - Promote with promo items at the Environment Committee Booth. Ask County to participate with booth and backdrop for photo op. Host Recycling Becomes Me Contest-Best use of recycled items in youth, young adult and adult age groups.	Municipality					April 21, 2012	
8. Place Ads in West News/West Co. Journal/Patch	Municipality	Nov.	Dec.	Jan.	Feb.		
9. Kick off Social Media of Recycling Becomes Me	Municipality	Nov. 7					
10. Promote Campaign in December City Newsletter	Municipality		Dec.				
11. Begin Preparing Direct mail piece(is this already created?) and target to subdivisions or wards that have lower participation	Municipality	Nov/Dec.					
12. Submit Final Report	Municipality						
13. Invoices for administrative costs	Municipality						
14. Reimbursement for administrative costs	County						

APPENDIX B –“Recycling Becomes Me” Campaign Municipal Grant Budget and Payment Terms

Category	Grant Fund Requested	Total Category Cost
A. Administration Costs		
a.		
Total Administration Costs	\$15,470	\$15,470
B. Education/Direct Costs		
a.		
Total Education/Direct Costs	\$3,094	\$3,094
C. Participation Study:		
a.		
Total Other Costs	\$1,000	\$1,000
Total Project Costs	\$19,564	\$19,564

A Administration Costs

Grantee will be reimbursed a maximum of .20 per one-and two family household. Administration costs shall be invoiced at the time of the final report utilizing the report form provided in Appendix C. Hours shall be tracked by grant tasks. Reimbursable tasks include grant related procurement, grant related meetings, development of written work (reporting, website, direct mail, newsletter, bid specs) staff time at events (community events, municipal meetings), distributing materials, etc. Failure to submit the final report within 30 days of the due date established on the work plan will result in forfeiture of administrative cost reimbursement.

B Education/Direct Costs

Costs associated with education pieces (postage, printing, paid advertisement in local paper) shall be reimbursed upon review and approval of submitted invoices. Reimbursable Direct Costs include purchase of promotional items related to the “Recycling Becomes Me Campaign”. Grantees purchasing items other than those provided by DOH vendors, shall follow and submit municipal procurement guidelines for items purchased and submit invoices. Grantees utilizing promotional and marketing items from DOH “Recycling Becomes Me Vendor” will be charged the dollar value for those items that will be applied against the Direct Cost category of the grant.

C Participation Study

Grantees will be reimbursed up to \$25/hour (not to exceed \$1000.00 total) for staff time spent conducting a baseline participation study on a representative route or part of a route in October and for time spent repeating the study in March. Invoices for Participation Study must be submitted on forms provided in Appendix E to receive reimbursement.

D General

Grantees can submit invoice once funds are expended under the grant term. Grantee shall submit documentation for expenditures and shall not submit invoices more than monthly. Grantees should allow a minimum thirty (30) days for processing invoice(s). Any unexpended funds remain with the County at the end of the grant term.

APPENDIX C- Final Report
Recycling Becomes Me Grant Program
PROJECT REPORT FORM--2012

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

Municipality:

Project Start Date:

Project End Date:

Date Submitted:

Part I – Background Information

Number of Single & Two family Households:	
Participation Study	YES NO – results of the participation study should be attached.
Funding Received:	

Part II - Waste and Recycling Information:

This information is requested to measure the impact the education campaign had on increasing recycling tonnages. Your trash hauler should be able to provide this information. Please contact me with any questions at 314-615-8933.

	October 2010 – September 2011	October 2011 – September 2012
Waste Land-filled (tons)		
Recycling collected (tons)		

Part III – Educational Programs Information:

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

Part IV – Project Narrative

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

Part V- Administrative Cost Reimbursement

List each staff person’s name, title, total hours to be reimbursed and their hourly rate of pay. Attach documentation that tracks the number of hours spent by grant task for which you are seeking reimbursement.

Printed Name & Title of Grantee Project Manager

Signature of Grantee Project Manager

Date

APPENDIX D – General Terms and Conditions

1. **Reporting Requirements.** Grantee will report project status for the work performed, upon request from the County project manager, as part of the final grant contract agreement. Grantee agrees to submit reliable information on the quantities of materials land-filled and recovered as well as status of completed tasks, outcomes, problems, etc. A final report will be required at the completion of the 12 month contract on report forms provided by the County (Appendix C). Reports shall be considered overdue thirty (30) days after the report due date. Failure to submit required report by the due date may be considered a breach of contract. It may also result in Grantee being ineligible for grant funding for a period of up to three (3) years.
2. **Retention of Records.** Financial records, supporting documents, and other pertinent agreement records shall be retained for a period of three (3) years starting from the date of submission of the final report. Authorized representatives of Saint Louis County shall have access to any pertinent books, documents, and records of Grantee to conduct audits or examinations. Accounting records must be supported by such source documentation as time sheets, canceled checks, paid bills, payrolls, contracts, etc.
3. **Term.** The term of this agreement shall be one (1) year from the date of execution of the grant agreement unless otherwise stipulated on the signature page; provided, however, that the term of this agreement may be extended by the mutual written consent of both parties.
4. **Termination for Cause.** The County may terminate this agreement in whole, or in part, at any time before the date of completion after giving written notice whenever it is determined to be in the sole judgment of the Director of the Department of Health that the Grantee has failed to comply with the terms and conditions of this agreement. In the event the Grantee shall breach any of its obligations to provide the services set forth in this agreement, the Grantee hereby agrees to repay and reimburse the County within thirty (30) days of the termination of this contract any funds received by it under this agreement. In the event of such termination, the County shall have the right to recover any and all grant funds paid to the Grantee or any equipment purchased with such funds. Termination for cause may result in Grantee being ineligible for grant funding for a period of up to three (3) years.
5. **Termination for Convenience.** Both the County and Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
6. **Copyrights.** Except as otherwise provided in the terms and conditions of this agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the County reserves the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, any and all data and documents, reports, drawings, studies, analyses, specifications, estimates, maps, computations, brochures, programs, leaflets, surveys, videotapes, recordings, web pages, software and other work for County purposes.
8. **Acknowledgment of County Support.** Recipient agrees that website, newsletter, press releases, bid solicitations or other written forms describing this project shall include a statement of the County's financial support. Signage, promotional items (excluding those provided through the County "Recycling Becomes Me" education campaign) for which funds have been awarded, must include a statement of the County's financial support and/or the Saint Louis County Department of Health's (DOH) logo. The following phrase must be used as the County financial support statement:

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

9. **Prior Approval For Publications.** Recipient shall submit to the County for review and prior written approval copies of all publications and other printed materials (excluding those provided through the County "Recycling Becomes Me" education campaign), press releases, signage, and other documents describing the project for which funds have been awarded. Any materials that were not approved in advance by the County or were changed after County provided written approval shall not be eligible for reimbursement. Any graphical or visual aids in printed, electronic or audio/visual media must be diverse in gender and ethnic representation.
Any grant project recognition or promotion initiated by the Grantee during the grant project period must receive prior written approval by the County. Any application, article, report, presentation, etc. must be reviewed and approved in advance by the County. The County reserves the right to publicize the results of the grant project at any time.
10. **Procurement Standards.** The County shall approve the Grantee's municipal procurement policies and procedures and/or the Grantee shall use a competitive bidding process to determine the most responsive proposal for goods & services purchased with grant funds. The County will review and approve the bidding process used to secure existing vendors and bid solicitations prior to issuance. Grantee shall make every effort to use products with recycled content.
11. **Conflict of Interest.** No party to this agreement and no officer, agent, or employee of either party to this agreement who exercises any functions or responsibilities in the review or approval of the performance of this agreement shall participate in any decision relating to this agreement which would affect their personal or pecuniary interest, directly or indirectly.
12. **Recycled Paper/Waste Reduction Requirements.** Grantee agrees to endeavor to use recycled paper and double-sided copies for all reports, publications, press releases and informational material that are prepared as a part of this grant award.
13. **Personnel and Employment Status.** Grantee, its employees, agents and assigns shall not be deemed to be employees of the County; nor shall Grantee be covered by Social Security, Unemployment Compensation or Workers' Compensation provided by the County.
14. **Non-Discrimination.** During the performance of this agreement Grantee agrees as follows:
 - A. Grantee shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, gender, sexual orientation, age, national origin, handicap, or disability.
 - B. In the event of Grantee's non-compliance with the provisions of this section, this agreement may be canceled, terminated, or suspended in whole or in part and Grantee may be declared ineligible for future County contracts. The rights and remedies of the County as provided in this paragraph shall not be exclusive and are in addition to any other remedies provided in the Contract or as provided by law.
15. **Prohibited Business Practices/Non-Solicitation.** Grantee represents and warrants that no agreement or arrangement has been entered into or made with any person or agency to solicit or secure this agreement upon an agreement or understanding for a gratuity, commission, percentage, brokerage fee or contingent fee in any form, to any person excepting bona fide employees of Grantee, or bona fide established commercial sales agencies or consultant under contract with the grant applicant. For breach or violation of this representation and warranty, County may, by written notice to Grantee, terminate the right of Grantee to proceed under this agreement or be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of a breach of this agreement, and (2) as a penalty, in addition to any other damages to which it may be entitled by law, County may recover exemplary damages in an amount to be

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

APPENDIX E – Participation Study Report/Invoice Form

Instructions

Copy and submit for reimbursement following completion of the 2012 study or with final report.

1. Did you survey the entire municipality? Yes No*
2. How many households were included in the survey? _____

**Please attach specific information about the route. This can be a map of the area surveyed with legible addresses or a list of addresses.*

3. Dates of fall 2011 surveys: Week 1 _____ Week 2 _____ Week 3 _____
4. Dates of 2012 surveys: Week 1 _____ Week 2 _____ Week 3 _____
5. Total Number of billable hours for the participation study _____

Hourly rate for Person 1 _____ Total Hours Spent on Study _____

Hourly rate for Person 1 _____ Total Hours Spent on Study _____

Attach documentation tracking hours to be reimbursed

2011 Results

Number of participants each week divided by total number of households surveyed.

Week 1 PHH* _____ / THH** _____ * 100 = Percent of participants _____
Week 2 PHH _____ / THH _____ * 100 = Percent of participants _____
Week 3 PHH _____ / THH _____ * 100 = Percent of participants _____

Total Participation for the 3 weeks _____ divided by the total number of households x 100 =
Overall Participation Rate _____

*PHH = Participating Household

**THH = Total Households on route or in study (exclude known vacant properties).

2012 Results

Number of participants each week divided by total number of households surveyed.

Week 1 PHH _____ / THH _____ * 100 = Percent of participants _____
Week 2 PHH _____ / THH _____ * 100 = Percent of participants _____
Week 3 PHH _____ / THH _____ * 100 = Percent of participants _____

Total Participation for the 3 weeks _____ divided by the total number of households times x 100=
Overall Participation Rate _____