

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20020928**

1. REQUESTED MOTION: Adopt ACTION REQUESTED budget resolution in the amount of \$65,656 for Waste Tire Grant for FY 03.
WHY ACTION IS NECESSARY: To establish the budget for the Waste Tire Grant.
WHAT ACTION ACCOMPLISHES: Adjusts the Division's budget for grant expenditures and revenues.

2. DEPARTMENTAL CATEGORY: SOLID WASTE
COMMISSION DISTRICT #: C8C

3. MEETING DATE: 08-27-2002

4. AGENDA:
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
 (Specify)
 STATUTE
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:
 A. COMMISSIONER:
 B. DEPARTMENT: Lee County-Public Works
 C. DIVISION/SECTION: Solid Waste Division
 BY: Lindsey J. Sampson, P.E., Solid Waste Director
 DATE: 8/9/03
Lindsey J. Sampson

7. BACKGROUND:

On June 18, 2002 the Board approved a Waste Tire Grant application and authorized the Chairman to execute such forthcoming grant in a timely manner (blue sheet #2002641). The grant to Lee County has now been established by the State DEP for \$65,656.00 with no matching funds required.

Budget will be established in the following accounts for FY 02-03:

	Revenue	Expenses
12069640100.334390.9004	\$65,656	
12069640100.503490		\$65,656

(Waste Tire Grant, Solid Waste System Operations, Other contracted services)

Attachment: Waste Tire Grant Agreement and Grant at a Glance (GAG) information sheet

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: 8-13-02				<i>[Signature]</i> Date: 8/14/02 P.M.	<i>[Signature]</i> Date: 8/15/02	<i>[Signature]</i> Date: 8/15/02	<i>[Signature]</i> Date: 8/15/02	<i>[Signature]</i> Date: 8-13-02	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 8/14/02
 Time: 11:40am
 Forwarded To:
 Budget
 8/14/02 9:15am

RECEIVED BY
 COUNTY ADMIN. PM
 8/14/02
 COUNTY ADMIN.
 FORWARDED TO:
 8/15/02

RESOLUTION

Amending the Fund 40100 Solid Waste Operating Fund Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 40100 Solid Waste Operating Fund budget for \$65,656 of the unanticipated revenue from the FLDEP Waste Tire Grant and an appropriation of a like amount into expenditures and;

WHEREAS, the Fund 40100 Solid Waste Operating Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$83,138,936
Additions		
12069640100.334390.9004	Waste Tire Grant	\$65,656
Amended Total Estimated Revenues		\$83,204,592

APPROPRIATIONS

Prior Total:		\$83,138,936
Additions		
12069640100.503490	Other Contracted Services	\$65,656
Amended Total Appropriations		\$83,204,592

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 40100 Solid Waste Operating Fund budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2002.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

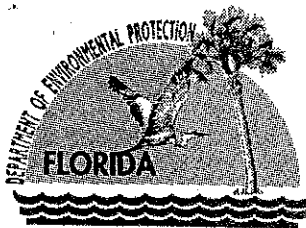
BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

David B. Struhs
Secretary

**WASTE TIRE APPROVED 2002-2003 GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES
PART I - GRANT NOTIFICATION INFORMATION**

1. Grant Number: WT335 2. Date of Award: July 1, 2002
3. Grant Title: **WASTE TIRE SOLID WASTE GRANT**
4. Grant Period: **October 1, 2002 - September 30, 2003**
5. Grant Amount: \$ 65,656.00
6. CSFA #: 37015
7. Grantee(s): LEE COUNTY

Address: 10550 Buckingham Road
 Ft. Myers, Florida, 33905
8. Grantee Fiscal Year: 2002/2003
9. Federal Employer Identification Number: 59-6000702
10. Authorized Representative:

Name: Robert Janes
Title: Chairman, Board of County Commissioners

Phone: (239) 338-3302
11. Contact Person:

Name: William T. Newman
Address: 10550 Buckingham Road
 Ft. Myers, Florida, 33905

Phone: (239) 338-3302
12. Total county population from official April 1, 2001
Population Estimates: 454,918
13. Issuing Office:

Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste - MS#4565
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 488-0300

PART II - GRANT CONDITIONS

A. GENERAL CONDITIONS:

1. The method of payment, for the period October 1, 2002 through September 30, 2003, will be on a reimbursement basis for direct cost only.
2. The grantee shall elect to submit reimbursement requests on either a monthly or quarterly basis. The method chosen shall be followed for the entire grant period. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the last day of the month following the end of the reporting period (monthly or quarterly). Each reimbursement request shall be submitted in detail sufficient for pre-audit and post-audit review.
3. Grant funds may be expended through September 30, 2003. A final reimbursement request must be submitted no later than October 31, 2003.
4. Reimbursement requests must be signed by the designated Authorized Representative. This should be the same person who signed the grant agreement. If there is a change in the authorized representative during the grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.

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. This information when requested must be provided within 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 State Comptroller's Voucher Processing Handbook at (<http://www.dbf.state.fl.us/aadir/mainindex.html>).

5. Expenditures shall be limited to allowable items as listed in Section 62-716.620 of the Solid Waste Grants Program Rule:
 - (a) Construct or operate, or contract for the construction or operation of, a waste tire processing facility and equipment purchases therefore;
 - (b) Contract for a waste tire processing facility service within or outside the county or state;
 - (c) Remove or contract for the removal of waste tires from the county, region, or state;

- (d) Perform or contract for the performance of research designed to facilitate waste tire recycling and to operate waste tire recycling and waste tire education programs.
 - (e) Establish waste tire collection centers at solid waste disposal facilities or waste tire processing facilities;
 - (f) Provide incentives for establishing or expanding privately operated waste tire collection centers for the public;
 - (g) In addition to the use specified in paragraph (c), abate and provide mosquito control relating to waste tire sites, or other tire piles, and other waste debris sites in the county identified by local mosquito control agencies as mosquito breeding areas;
 - (h) Perform, or contract for the performance of, enforcement and prevention activities to prevent the illegal transportation and disposal of waste tires and other solid waste;
 - (i) Purchase materials and products made from waste tires that are collected and recycled within this state;
 - (j) Counties with populations less than 100,000 may use waste tire grants for any purpose related to solid waste management.
6. Up to five percent of a county's grant for fiscal year 2001-02 may be used for administrative costs and planning or research studies to assess the feasibility of eligible projects within a county, or to assess the feasibility of establishing a regional waste tire program.
7. Each recipient of grant funds shall maintain accurate records of all expenditures of grant funds and shall assure that these records are available at all 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 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 agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code.
8. In addition to the provisions contained in paragraph 6 above, the Grantee shall comply with the applicable provisions contained in Attachment A. A revised copy of Attachment A, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment A. If the Grantee fails to receive a revised copy of Attachment A, Exhibit-1, the Grantee shall notify the Department's Grant Manager at 850/488-0300 to request a copy of the updated information.
9. Allowable costs may be charged to this agreement beginning either October 1, 2002, or the date this agreement is fully executed, whichever date is later.

10. The Department has the right to terminate a grant award and demand refund of grant funds for non-compliance with the terms of the award or the Solid Waste Grants Program Rule 62-716. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the grant award.
11. Grantee shall obtain all necessary construction-related permits before initiating construction.
12. The State of Florida's performance and obligation to pay under this grant agreement is contingent upon receipt of funds presently anticipated from the Florida Department of Revenue.
13. Travel expenses 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.
14. 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 subject 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.
15. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature, the judicial branch or a State Agency.
16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this 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 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.
17. 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.

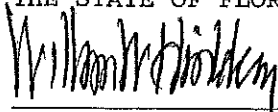
18. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment B, and forward it along with the appropriate invoice to the Department's 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.
19. 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 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.
20. 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.

OFFER AND ACCEPTANCE

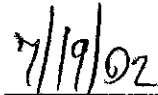
The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of Lee for all allowable costs incurred up to and not exceeding \$65,656.00.

Grant Application dated 6/18/02, included herein by reference.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

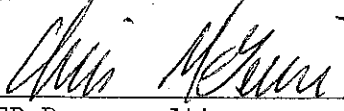


William W. Hinkley, Chief
Bureau of Solid & Hazardous Waste

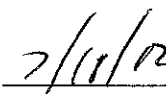


Date

Approved as to form and legality:



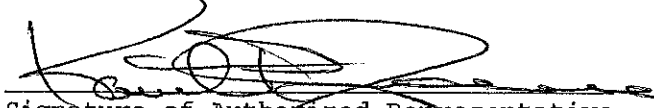
DEP Program Attorney



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 recipient county, and (2) the recipient agrees to the general and special conditions.

~~BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:~~



Signature of Authorized Representative
Robert Janes
Chairman, Board of County Commissioners

8/6/02

Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Solid Waste Section - M.S. # 4565
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

APPROVED AS TO FORM:



Office of the County Attorney