



MEMORANDUM

To: Members of the Finance Committee

From: Rich Olson, City Manager

Date: June 2, 2015

Re: Consideration – Authorization to Execute Grant Contract No. 6469 with NCDENR for \$30,000 Grant for Jump Start Program

BACKGROUND:

As I reported to the City Council in my FYI of May 8, 2015, on February 25, 2015, Larnetta Brothers, Assistant Public Utilities Director, and Michael Etheridge, Solid Waste Director for Pasquotank County, submitted separate grant applications to the North Carolina Department of Environment and Natural Resources. In its application, the City proposed to use the grant money to purchase five hundred bright orange 64-gallon rollout carts for a project entitled "City Jump Start," to begin phasing out the current residential 18-gallon yellow recycling bins. The concept of the new "City Jump Start" plan will piggyback off Pasquotank County's "Simple Stream Recycling" plan to make the two programs consistent. The City's current plan is to utilize Pasquotank County's repacking facility to compact and haul the recyclables for marketing.

ANALYSIS:

Rob Taylor, Local Government Assistance Team Leader, notified the City and the County on April 30, 2015 that the Division of Environmental Assistance and Customer Service had awarded both applications. It is staff's plan to reach full implementation for all City residents in the next five years through continued grant funding and budgetary appropriations. The City's match for this grant is \$6,000, which has been provided in the operating budget for the Solid Waste Department during Fiscal Year 2015-2016

We have received the grant contract (copy attached) for the project period beginning July 1, 2015. The contract is similar in nature to other contracts that the City has negotiated with NCDENR. Staff is requesting approval to accept the grant contract and execute the documents required.

STAFF RECOMMENDATION:

By motion, recommend that the City Council authorize City Manager Rich Olson to execute Grant Contract No. 6469 with NCDENR on behalf of the City.

RCO/vdw

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***0226

This Contract is hereby made and entered into this **1st day of July, 2015**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and the **CITY OF ELIZABETH CITY**, (the "Grantee") (referred to collectively as the "Parties").

1. Contract Documents: This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 6469
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposals (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective on **July 1, 2015** and shall terminate on **June 30, 2016**.

4. Project Period: The Grantee begins the project on **July 1, 2015**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **June 30, 2016**.

5. Grantee's Duties: The Grantee provides the project as described in Attachment C, Project Title: City Jump Start, and in accordance with the approved budget in Attachment C, as well as meeting the Other General Terms and Conditions of the Agency's Division of Environmental Assistance and Customer Service's 2015 Community Waste Reduction and Recycling Grants Request for Proposals (RFP) (Attachment B).

6. Agency's Duties: The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$30,000.00	1602	536962	6760

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$6,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$6,000.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional **\$0** to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$36,000.00**.

- 7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
- 8. **Reporting Requirements:** Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. **Payment Provisions:** The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.
10. **Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Scott Mouw NC Department of Environment and Natural Resources, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8114 Email: scott.mouw@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Larnetta Brothers, Assistant Public Utilities Director City of Elizabeth City Public Works Department 410 Pritchard Street Elizabeth City NC 27909 Telephone: (252) 337-6628 Fax: (252) 335-1946 Email: lbrothers@cityofec.com	Larnetta Brothers, Assistant Public Utilities Director City of Elizabeth City Public Works Department 410 Pritchard Street Elizabeth City NC 27909 Telephone: (252) 337-6628 Fax: (252) 335-1946 Email: lbrothers@cityofec.com

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.
13. **Supplantation of Expenditure of Public Funds:** The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for Community Waste Reduction and Recycling Grant services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

- 14. Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- 15. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
- 16. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
- 17. Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. **Lobbying** - To the best of his or her knowledge and belief, that:
 - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health

Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

- 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

18. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

CITY OF ELIZABETH CITY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Donald R. van der Vaart, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant, Chief of Purchasing
Type / Printed Name and Title

Title

Financial Services Division/Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

2015 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS

N.C. Department of Environment and Natural Resources
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals for the funding of equipment and key program components that help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Friday, February 27, 2015.** Please address any questions about this grant program to Rob Taylor at (919) 707-8139, rob.taylor@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters and Ideas:

The 2015 Community Waste Reduction and Recycling Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or increase public awareness of waste reduction and recycling. There are two categories of Community Waste Reduction and Recycling Grants: Standard Project Grants and Special Large Project Grants. Different levels of grant funding are available for Standard Project Grants and Special Large Project Grants. See the section of this document on Available Funding for more information.

Standard Project Grants:

Standard Project Grants support a wide range of projects that increase and/or enhance public waste reduction and recycling. Any projects that address the following are strongly encouraged:

- Projects that demonstrate the potential to significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and / or cost effectiveness while increasing waste reduction;
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that increase the collection and diversion of special and / or hazardous wastes from disposal;
- ★ Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public facilities or public venues. If seeking funding for away-from-home recycling, please see additional provisions for away-from-home recycling projects in the Special Requirements section below;
- ★ Projects that implement or expand recycling service to underserved community sectors such as multifamily housing units or businesses; and / or
- ★ Projects that implement or expand Construction and Demolition recycling efforts such as asphalt shingle recycling or carpet recycling.

Projects in the above list that are indicated by this symbol (★) will be eligible for bonus points as outlined in the Award Criteria section found on page 7 and 8 of this document. Please contact Rob Taylor at (919) 707-8139 for more information or to discuss your project ideas.

Special Large Project Grants:

DEACS is offering a limited number of Special Large Project Grants with two specific focus areas: 1) projects that expand access to single stream processing capacity and 2) projects that develop public recycling programs to collect food waste. Special Large Project Grants are competitive. The number and types of grants funded will depend on the amount and kind of applications received.

Special Large Project Option 1: Hub and Spoke Recycling Systems: Special Large Project Grant funds are designed to help local governments implement Hub and Spoke Recycling Systems that consolidate commingled recyclable materials for bulk transfer to a Materials Recovery Facility (MRF).

Hub and Spoke Recycling Systems improve recycling program performance by creating more efficient access to processing services and by allowing public recycling programs that are not close to a MRF to exercise economies of scale for handling and transporting commingled (single-stream) recyclables. Consolidation of recyclables for shipment to a processing facility through a Hub and Spoke System that serves multiple public recycling programs should decrease collection and transportation costs and also enable regional consistency among recycling programs.

Hub and Spoke Recycling projects seeking Special Large Project grant funding must offer service to two or more local government recycling programs. Special Large Project Funds for Hub and Spoke Recycling Systems can only be used to invest in equipment and infrastructure associated with the creation of a regional Hub and Spoke consolidation point. Only projects that create infrastructure for consolidating commingled recyclables for shipment to a Materials Recovery Facility (MRF) for processing are eligible for Hub and Spoke Special Large Project Funding. The following stipulations apply to be eligible for this funding:

- The recycling system created must serve more than one local government recycling program; and
- The applicant(s) for Special Large Project funding must have communicated with a member of DEACS's Local Government Assistance Team to discuss project parameters prior to submitting a grant proposal.

Special Large Project Option 2: Food Waste Recycling Programs: Special Large Project Grants are designed to help local governments implement or expand recycling programs to collect and manage food waste.

Special Large Project Funds for Food Waste Recycling Programs can only be used for programs collecting or accepting residential and/or commercial food waste. Other materials may be co-collected with food waste (i.e. yard waste / vegetative debris), but the primary purpose of the program must be to collect food waste from residences or businesses for the purpose of diverting it from landfill disposal and delivering it to a system for composting or anaerobic digestion. Grant funds may not be used for contracted collection costs.

Available Funding and Cash Match Requirement:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$30,000**.
- **Special Large Project:**
 - Applicants for **Hub and Spoke Special Large Project** grants are eligible for up to **\$60,000** in state funding.
 - Applicants for **Food Waste Recycling Special Large Project** grants are eligible for up to **\$45,000** in state funding.

Required Cash Match: Grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee under this program requesting \$20,000 in grant funding from DEACS must show a minimum expenditure of \$4,000 of local funds on the project.

To meet the cash match requirement, a minimum of one (1) local dollar must be spent for every five (5) dollars of grant funding awarded.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total project budget then use the following equation: required cash match = total project budget ÷ 6. The difference between the total project budget and the required cash match equals the maximum possible grant award.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

The annual Community Waste Reduction and Recycling Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many projects as possible. After close examination of the requested funding and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match.

Grant Project Planning:

It is anticipated that the 2015 CWRAR Grant Round will be highly competitive. For this reason it is important that your project be well thought out and well planned, and that you follow the instructions in this RFP and provide all information as outlined in the section addressing Required Proposal Format. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Examples of Approved Uses of Recycling Grant Funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, public awareness programs and materials that support public education such as signs or brochures.

Examples of Activities for which Recycling Grant Funds MAY NOT be used include employee salaries, land acquisition costs, administrative expenses such as overhead costs, studies or work performed by consultants, contracted collection costs or payment for recycling services such as household hazardous waste events.

Please consider contacting a DEACS Local Government Assistance Team staff member to discuss your grant project prior to submitting your proposal. Local Government Team members are available to provide technical assistance and advice on grant projects. A listing of team member contact information and areas of individual expertise is available on this web site: <http://portal.ncdenr.org/web/deao/recycling/localgov>.

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding from the Community Waste Reduction and Recycling Grant Program.
- Counties, municipalities, councils of governments and / or solid waste authorities with an **open 2014 CWRAR grant contract** must have invoiced for 90% of their grant funds by the proposal due-date to be eligible for grant funding during this grant cycle. Applicants that have completed and closed previous CWRAR grant projects may submit another proposal under this grant round. Proposals will not be accepted from applicants with an open CWRAR grant from cycles prior to 2014.
- Federal and state agencies are **not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities are **not eligible** for funding through this grant program.
- Not-for-profit entities are **not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. For more

information about the Recycling Business Development Grant round, please contact Wendy Worley at (919) 707-8136 or wendy.worley@ncdenr.gov.

- Public school systems and individual public schools are **not eligible** to apply directly for funding through this grant program. However, local governments (counties or municipalities) may apply for funding to support public school recycling projects. Additional requirements apply for projects seeking grant support for public school recycling projects - see Special Requirements section below.

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.**
- Multi-party initiatives (such as joint projects by two or more local governments where each local government contributes towards project funding) are strongly encouraged.
- Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding notices of violation related to North Carolina solid waste statutes and rules. Outstanding Notice of Violations (NOVs) must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- As a condition of grant award DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project time line and/or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.

General Requirements:

General requirements for all applicants:

- Certification regarding usage of NC Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to § 150-187.63, these funds must be used by a city or county solely for solid waste management programs and services. Community Waste Reduction and Recycling Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants must describe how disposal tax funds are utilized.
- Public Building Recycling Services: Community Waste Reduction and Recycling Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information

about these requirements and / or for assistance implementing a mercury products recycling program please contact Joseph Fitzpatrick at 919-707-8121, joseph.fitzpatrick@ncdenr.gov.

Special Requirements:

Applicants seeking funding for public school recycling, away-from-home recycling or electronics recycling **MUST** address the indicated Special Requirement in their submitted proposal.

- Special Requirements for applicants seeking funding for **public school recycling projects**: As stated in the section addressing Eligible Entities, only counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for CWRAR Grant funding. Proposals seeking funding for public school recycling projects must come from one of these entities. Public school systems and or individual schools **may not** apply directly. Applicants seeking funding for public school recycling projects **must** answer the supplemental questions below to ensure that all necessary program elements are addressed, and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a school-system wide recycling program will compete better than projects that only serve individual schools. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and / or education materials. As with other CWRAR projects, administrative expenses (staff salaries and contract collection costs) are not eligible for grant funding nor can they be used as matching funds. Please contact Heather Cashwell at 919-707-8127, heather.cashwell@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Questions:

- Provide a description of any existing school recycling program(s).
 - Indicate whether collection of recyclables be provided by the local government or through a contracted collection service provider.
 - Provide a list of the recyclables accepted by the program, and indicate how the materials are collected (single stream, dual stream, source separated)?
 - Where are the recyclables going after collection (who is your market)?
 - Where will recycling containers be placed: in classrooms, in cafeterias, hallways, on athletic fields, offices, library, copy room?
 - Who will be responsible for emptying containers (cleaning staff, teachers, students, student groups, etc.)?
 - A recycling contact must be established at each school that is recycling as a result of this grant. Please provide a list of schools, contact person, and title. Designated contacts could be the facilities manager, head custodian, faculty coordinator of a leadership group, the principle, or an administrator.
 - Describe your plan for promoting recycling and educating staff and students about the program.
- Special Requirements for applicants seeking funding for **away-from-home recycling projects**: Grant funds can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables then the standard matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and if the receptacle costs \$1,000 then the applicant will be expected to provide a match equal to one half of the purchase price or \$500. If you are seeking funding for an away-from-home recycling project please indicate in the Special Requirements section of your proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

- Special Requirements for applicants seeking funding for **electronics recycling projects**: Any government that has previously been eligible to receive funds distributed from the State's Electronics Management Program **WILL NOT** be eligible to receive a Community Waste Reduction and Recycling Grant for an electronics recycling related project. Any community seeking grant funds related to electronics recycling must include information in its proposal on whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://portal.ncdenr.org/web/wm/sw/electronics/localgov>.

Successful applicants seeking grant funds to support electronics recycling projects will be required to become eligible for Electronics Management Program funding on or before December 31, 2015 as a precondition of receipt of Community Waste Reduction and Recycling Grant funds.

Funding Period:

Grantees must expend funds within one year of contract execution unless the grant contract term is extended by written agreement between the applicant and the N.C. Department of Environment and Natural Resources. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin July 1, 2015 and end June 30, 2016. Any funds expended prior to the start of the contract will not be reimbursed.

Due Date:

Proposals **MUST** be received by DEACS by **5:00 p.m. on Friday, February 27, 2015**. Any proposals received after the deadline will not be considered.

Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to rob.taylor@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) attachments. If submittal of an electronic version of your proposal presents a hardship, please contact Rob Taylor to discuss submittal options.

Proposals must be received by 5:00 p.m. on Friday, February 27, 2015. Proposals not received by 5:00 p.m. on Friday, February 27, 2015 will not be accepted.

Required Proposal Format:

The following outline indicates what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow this format will be deemed inadequate and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Fax number
 - ✓ E-mail address
- Date of Proposal Submittal: this must be the date of submission of proposal to DEACS

~ continued on next page ~

- **General Requirements:** (see section on General Requirements for more information)
 - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services collecting cans, bottles and paper available at the key government buildings and a list of materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- **Project Description:** Please include the following information in your project description:
 - ✓ Description and quantities of items to be purchased with grant funds;
 - ✓ Description of the anticipated life of service for the items or materials to be purchased with grant funds (estimate how long the project will continue to serve the community);
 - ✓ An estimate of the number of households or businesses that will be impacted by or have access to the recycling services associated with the proposed project;
 - ✓ An estimate of the waste reduction impact of the proposed project; and
 - ✓ A description of whether the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service.
- **Special Requirements:** Proposals for school recycling, electronics recycling or away from home / pedestrian recycling must include additional information as stipulated in the Special Requirements section. See Special Requirements on pages 5 and 6 for more information.
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2015 and project must be complete by June 30, 2016.
- **Project Budget:** to include the following:
 - ✓ Itemized list of intended expenditures and estimated costs;
 - ✓ Amount of funds requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
 - ✓ Please submit your budget in a table following the example shown below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Commercial Recycling Program (100 carts @ \$55 each)	\$ 4,583	\$ 917	\$ 5,500
Labels for Carts and Signs for Recycling Sites	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 209	\$ 41	\$ 250
Total	\$ 5,135	\$ 1,027	\$ 6,162

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made in April, 2015. Applicants are encouraged to consider the Award Criteria as they develop their grant proposals. A total of 100 points is available.

Award Criteria:

1. **Innovation / Creativity (0-5 points):** Is the project innovative? Does the project address a new waste stream or material, create a new recycling service, or take an approach not seen in North Carolina? Does the project set a strong example for other communities to replicate?
2. **Advancement of Public Recycling Service (0-10 points):** Does the project implement a new recycling service in the applicant community, or does the project increase the efficiency or

- effectiveness of an existing service? Does the project bring a new aspect of recycling to an area or region of the state? Does the project implement a new program or service that is proven to be effective in another community or region of the state?
3. **Planning (0-20 points):** Did the Project Description include all necessary elements? Is the proposal well thought-out, well-researched and backed by valid facts and assumptions?
 4. **Consistency with Best Management Practices (0-15 points):** Is the project consistent with recycling industry Best Management Practices (BMPs) and / or does the project involve the adoption or expansion of an industry BMP? Recognized BMPs may include the collection of commingled materials, collection using carts, the use of compacting equipment for collection vehicles, and / or the use of equipment and / or practices proven to reduce contamination and maximize diversion in other communities.
 5. **Impact on the Waste Stream (0-15 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services?
 6. **Efficiency / Cost-effectiveness (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities?
 7. **Sustainability / Commitment (0-10 points):** Will the project be ongoing and sustained in subsequent annual budgets? Does the project have the support of the governing body? Does the project make investments that will continue to serve the community for years to come?
 8. **Joint Effort (0 or 5 points):** One party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
 9. **Preferred Sector or Commodity★ (0-10 points):** To what extent does the project serve a one of the targeted sectors or materials that is eligible for bonus points as described in the Standard Projects Grants section on page 1? Is the project a Special Large Project?

If Your Proposal is Selected for Funding:

DEACS anticipates that applicants selected for funding will be notified by the end of April 2015. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposals as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEACS will submit a request through the DENR contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DENR and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications** – all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.

- **Cash match** – grantees are required to provide cash match of at least of 20 percent of the grant award.
- **Final reports** – a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format:
<http://portal.ncdenr.org/web/deao/recycling/lg/financial-assistance>.
A link to the final report format can be found on the above web page. If you do not have internet access, please contact Rob Taylor at (919) 707-8139 to receive a copy of the Final Report Guidelines.
- **Extensions** – no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline with revised project milestones as well as a new budget (if budget changes are also being requested). DEACS reserves the right to decline any request for extension that is not initiated at least sixty (60) days prior to the contract end date.
- **Reimbursement** – distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has spent funds on the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.**
- **Final 10 Percent of Funds** – DEACS will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 45 days of the contract end-date or all remaining grant funds will be forfeit.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the validity and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

Project Title: City Jump Start

Contact Page

Name and Title

Larnetta Brothers, Assistant Public Utilities Director

Organization

City of Elizabeth City Public Works Department

Address

410 Pritchard St. Elizabeth City, NC 27909

Phone Number

252- 337- 6628

Fax Number

252- 335 -1946

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lbrothers@cityofec.com

Federal Tax ID number

██████████

Date of Proposal

February 25, 2015

General Requirements

The City of Elizabeth City uses the funds from the solid waste disposal tax to support the solid waste fund which includes the recycling operation.

The City of Elizabeth City provides services for fiber and container recycling to the citizens of Elizabeth City.

The county provides a 45' trailer for the collection of fluorescent lights generated by the county, city and the school system. The trailer is divided into three sections one for each agency and is secured at all times. When one of the three agencies brings fluorescent lights to be recycled someone from the county's organizations opens the trailer and inspect the items that are being loaded.

Project Description

The City of Elizabeth City is requesting funds to purchase six hundred ninety-two bright orange 64 gallon roll carts to upgrade a portion of the city's recycling program. The recycling battery is dead on the City's current recycling program, we plan to revive it with the new "CITY JUMP START" program.

The City's current program utilizes a 14 gallon bin provided to residents for the collection of their recyclables. The bin is picked up once a week by city staff and dumped into a side loading recycling truck with no compaction. The items accepted are glass, newspaper, plastic and aluminum cans. The current participation level is low in many areas. This program services 5,692 households and collected approximately 200 tons of recyclables last year.

The concept of the new "CITY JUMP START" plan will piggy back off of Pasquotank County's "SIMPLE STREAM RECYCLING" plan to make the two programs more consistent. We have been collecting data on different areas within the city to determine the participation rate by sections. The new plan will focus on three different recycling groups evaluating the impact of introducing (65) gallon roll carts replacing the 14 gallon containers for the collection of their recyclables once a week. The three groups will consist of the current **high, medium and low** participating sections of the city. The goal with this program is to move everyone up on the food chain of recycling, by converting the great participators to awesome, the good to great and the poor to good. A great example is an area in the city called Summerfield which consists of 234 homes and they have one of the highest participation rates partially due a very strong homeowners association. Our goal here would be to convert this program from great to awesome participation.

A second example would be a public housing community that has individual homes that is currently serviced by the city's roll cart garbage pickup. This particular community will be set up the same way as the community above. Our goal here would be to convert this program from poor to good participation. This same plan will be applied to the third neighborhood converting it from good to great participation.

The city and the county's programs will work together in several ways such as:

1. We will both accept the same recyclable materials
2. We will share the ORANGE receptacle concept for collection
3. We will market each other's program
4. The county will provide an outlet for the city's recyclable materials

This program will provide good data on the utilization of roll carts vs bins in the city recycling program. We hope this bright orange container becomes a conversation in the coffee shop, the corner diner, civic club, and any other venue that people congregate and talk. This will hopefully lead to other areas in the city wanting this type of service in their neighborhood.

Pasquotank County has a semi-automated recycling truck that will be loaned to the city to service the roll carts for this program. This is the perfect truck for the implementations of this program because it will require the driver to exit the truck, and physically roll the cart to the truck to dump it. This will allow the driver the opportunity to inspect the contents of the roll cart for compliance. If the material does not meet the requirement then the roll cart will be tagged with a note for the homeowner as to why it was not serviced. Prior to the initial delivery of the roll carts a meeting will be held with the community being served. Training on the proper items to be placed in the roll cart, proper placement of cart, pick up schedule, and the meaning of the "not serviced" note will be explained at this meeting.

This City's current plan is to utilize the Pasquotank County's repacking facility to compact and haul the recyclables to their market.

Project milestones and general implementation dates

- July 1: We plan to order 65 gallon roll carts.
- September 30: Distribute carts and begin marketing campaign.
- June 30, 2016: Submit grant final report to NC DENR.

Budget

Project budget	State Grant Award	Application Cash Match	Project Total
692 (65) gallon roll carts	\$30,000	\$6,000	\$36,000
Total	\$30,000	\$6,000	\$36,000