

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below, by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of San Marcos, TX (“Grantee”), which are referred to collectively herein as the “Parties.”

1. Grant Agreement Documents: This Grant Agreement consists of this document and its attachments; (a) Terms and Conditions (Attachment A), and (b) Grantee’s Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. Term: The Grant Agreement shall be effective during the Grant Period, which begins on the execution date below and ends on **May 28, 2020**, unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.

3. Grantee’s Duties: Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

4. Duties of Partnership and Grantee: The Partnership shall make a cash grant to the Grantee in the amount of **TWENTY FIVE THOUSAND DOLLARS (\$25,000)** to cover the cost of valet recycling service at multifamily units for the pilot program that has been developed with the goal of improving and enhancing Grantee’s residential multifamily recycling program (“Cash Grant”). The details of the cash grant and the anticipated costs and expenditures associated with this grant project are detailed in the section titled Project Budget and Grant Funding found in Attachment B, the Grantee’s Workplan.

In addition to the provision of direct grant funding, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, graphic design and other in-kind services with an estimated value of **THIRTY THOUSAND DOLLARS (\$30,000)** and an additional **SEVENTY FIVE THOUSAND DOLLARS (\$75,000)** of in-unit recycling bins and educational and outreach materials will be purchased by The Partnership. Printing will be done locally in San Marcos but paid for by The Partnership. The purpose of these in-kind services is to support Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of

the in-kind resources to the Grantee:

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials and design support	Up to \$15,000
Partnership technical assistance	Up to \$15,000
Total projected value of in-kind assistance and support	Up to \$30,000

In exchange for the Cash Grant and In-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project, including producing and distributing educational materials, completing research and program analysis, and providing additional support as the project requires in the Grantee's Workplan Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee's Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee's Work Plan.

5. Distribution Provisions: The Partnership shall distribute Grant funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. Excluding the final payment of grant funds, it is anticipated that The Partnership will process reimbursement payments of grant funds for allowable expenditures no more frequently than once per annual quarter (every three months). An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee's Work Plan as outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. The Partnership shall make such distributions to the Grantee within THIRTY (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 below documenting allowable expenditures. Total distributions from The Partnership will not exceed 90 percent of reimbursable costs until the submittal of a final project report; the remaining ten (10) percent of reimbursable expenses shall be paid upon final report submittal. The Partnership shall make distributions by (i) check payable to the order of City of San Marcos, Finance, 630 E. Hopkins Street, San Marcos, TX 78666 or (ii) direct deposit, as the Grantee and The Partnership shall reasonably agree, and such agreement shall be set out in a writing that includes the agreed upon method of payment and applicable remittance information.

6. Invoices: As described in the section of Attachment A captioned "Reimbursement," the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices of allowable expenditures for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report, as described in the "Reporting and Additional Post Award Requirements" section of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the

Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to 90 percent of the amount of grant funds to be provided by The Recycling Partnership for allowable expenditures and with the final 10 percent becoming available as detailed in Paragraph 5 above.

7. Grant Contacts: Programmatic contacts are set forth below.

Partnership Chief Community Strategy Officer:	Partnership Project Manager:	Grantee Project Manager:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Craig Wittig Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Amy Kirwin Telephone: (512) 393-8419 Email: AKirwin@sanmarcostx.gov grants@sanmarcostx.gov

8. Changes and Amendments: Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties, subject to the approval of the City of San Marcos by resolution.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. Subject-to-Appropriations: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Council. Consequently, this Grant Agreement shall bind the Grantee only to the extent that City of San Marcos appropriates sufficient funds for the Grantee to perform its obligations hereunder.

The City of San Marcos

The Recycling Partnership, Inc.

By _____

By _____

Bert Lumbreras
City Manager, City of San Marcos

Craig Wittig,
Director of Community Programs

Signed by City of San Marcos on this date:

Signed by The Recycling Partnership on this date:

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to mitigate the specified reasons, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee is entitled to retain a percentage of the Cash Grant distributed from The Partnership equal to the total amount of actual allowable expenditures incurred for educational and outreach efforts prior to termination.

b. Notices: All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to The Recycling Partnership at cmarshall@recyclingpartnership.org with a copy to cwittig@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to Grantee at AKirwin@sanmarcostx.gov with a copy to grants@sanmarcostx.gov.

c. Recycled Paper: The Partnership encourages the Grantee to seek that all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal 30 percent post-consumer recycled content, only if cost effective.

d. Lobbying: The Grantee shall not use or appropriate any funds received from The Partnership to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: No-cost time extensions are possible, but not guaranteed by The Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Community Strategy Officer of The Partnership at least SIXTY (60) days prior to the end of the Grant Period.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.

h. Travel Expenses: Grant funds from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.

i. Technical Assistance: The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

j. Material Collection: The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (MRF), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residually and consider the inclusion of other recyclable materials as appropriate in curbside collection.

k. Educational Best Practices: The Partnership utilizes a behavior change approach to recycling education and outreach. Our best practices consist of direct to resident communication with information about acceptable materials and recycling collection schedule along with the implementation of anti-contamination strategies to reinforce correct recycling behavior. At a minimum, The Partnership requires that grant funds allocated for education and outreach be used toward the procurement of direct to resident communications and further requires that Grantee cooperate with The Partnership in support of the design and implementation of the education and outreach campaign. Finally, The Partnership requires that the Grantee update its websites with updated messaging and information about the public recycling services in its jurisdiction based on recent work with The Partnership to include at a minimum a listing of acceptable materials and how to gain additional information about recycling collection schedule.

l. Press Events: The Grantee agrees to participate in local press events related to The Partnership, which may include, but is not limited to, press releases, interviews, ribbon cutting ceremonies, etc. The Partnership agrees to give reasonable notice to the Grantee Key Personnel regarding any such press events.

m. Graphic Design Edits: The Partnership will work closely with the Grantee to customize educational materials to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week's notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with The Partnership, then The Partnership agrees to cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by the third-party provider in service of the Grantee. The Partnership will not, however, provide customized design work on behalf of the third-party service provider. The Partnership will work closely with the Grantee on campaign materials and will provide two rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between The Partnership and Grantee.

n. Logo Usage: The Partnership requires that the Grantee use The Partnership logo with the phrase "Funded in part by," be included on all education materials associated with the Grant project that are to be supported by

Partnership grant funding. When a Partnership project is majority funded by one funder, then in addition to the Partnership logo, that funder may also need to be exclusively called out by Grantee in communications materials with the “funded in part by” language, and the use of additional funder logos may be requested, with the final product to be developed by mutual agreement between The Partnership and Grantee. Prior to finalization, The Partnership requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and funders thereof. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within one (1) week (five (5) business days), or to forfeit the right to require the use of The Partnership logo, and any additional funders’ logos and associated “Funded in part by” phrasing. The Partnership understands that under no circumstances can the Grantee appear to be endorsing or advertising on behalf of a private business.

o. Compliance with Patent, Trademark and Copyright Laws: The Partnership and Grantee agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Partnership and Grantee further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless The Partnership or Grantee has obtained proper permission and all releases and other necessary documents.

p. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

q. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide monthly waste and recycling tonnage data for at least one (1) month period immediately before the project is initiated if available. Alternative measurement protocol will be developed if needed.
- The Grantee shall deliver to The Partnership monthly recycling data reports on a quarterly basis through the end of the Grant Term as defined in Paragraph 2 of The Recycling Partnership Grant Agreement or for the period of time extending one (1) calendar year beyond the date of the implementation of the recycling project funded by the Recycling Partnership, whichever is later. These reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- Post-grant Long Term Reporting using the Municipal Measurement Program: In addition to providing The Partnership with monthly waste and recycling data, the Grantee shall establish an account with the Municipal Measurement Program (MMP) System for annual reporting. Reporting in the MMP system is free and

reporting involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the Municipal Measurement Program (MMP) System for five (5) years following the implementation of the grant project.

- The Grantee shall submit a draft Final Report to The Partnership at least thirty (30) days prior to the end of the Grant Period for review. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report including necessary changes and points of clarification within two weeks of receipt of the draft report, and a complete Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- Additional reporting requirements may be included in Grantee's Work Plan, Attachment B.

r. Reimbursement: As stipulated in Paragraph 5 of the Grant Agreement, grant funds will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership shall reimburse Grantee for actual allowable expenditures with The Partnership retaining a minimum of ten percent (10%) of the grant funds until all grant related activities are completed, and all reports, other than MMP reports, are received and accepted. The remaining 10 percent of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described above in the section titled "Reporting and Additional Post-Award Requirements."

The Partnership may withhold payment of grant funds if Grantee is delinquent in meeting its reporting obligations as spelled out in paragraph q, "Reporting and Additional Post-Award Requirements" above.

Attachment B: Grantee's Workplan

a. Background: The City of San Marcos, TX has a population of approximately 64,000 people and nearly 15,000 multifamily residential households according to City staff.

The City of San Marcos has a multifamily ordinance that requires multifamily properties to provide their residents with on-site recycling services. The City contracts for recycling collection to eligible multifamily properties.

b. Project Description: This project will test three different methods to increase recycling and reduce contamination at multifamily properties. The Partnership seeks to work with the city and select property owners to provide in-unit containers to and properties to provide in-unit containers and valet collection twice per week. In addition, education and outreach elements of the project will be directed to all properties served by the city. The in-unit bin element of the project intends to target 2,000 – 2,500 households and the in-unit bin with valet service intends to target 1,500 – 2,000 units. With the support of grant funding from The Recycling Partnership the City of San Marcos will implement an education and outreach plan to increase capture rates in multifamily units while reducing contamination. The City of San Marcos will cooperate with The Recycling Partnership to plan and conduct before and after volume based generation rate estimates and contamination studies to measure the generation of recyclables from multifamily properties and assess the impact of the City's multifamily recycling program as well as the impact of the education and outreach and in-unit bins deployed as a result of the project.

c. Measurement Plan: The Partnership and the Grantee will work on devising protocol to measure the average generation of recyclable material from multifamily households in the City of San Marcos. The effectiveness of educational materials will be partially judged based on measurement of contamination by type and rate before and after the deployment of those materials. The efficacy of in-unit bins will be explored by measuring before and generation rates after bin deployment. The efficacy of valet service will be explored by measuring before and generation rates after bin deployment. The Grantee will also work with The Partnership to evaluate contamination and participation rates of recovered materials, as resources allow. Reports will be provided to The Partnership as outlined in section t, Reporting and Additional Post-Award Requirements, as set out in Attachment A.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of Grantee's multifamily recycling program utilizing the approach outlined in Paragraph k of Attachment A. Technical support will be provided by The Partnership as set out in the Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on engaging long-term recyclers as well as new participants to keep the recycling stream clean and ensure that residents are informed of what is acceptable and not acceptable in their multifamily recycling program. A heavy emphasis of this campaign will be around educating residents about the

availability of recycling at their multifamily property and about how to properly prepare materials for recycling. This educational program is intended to complement any previous educational pieces that have already been sent to San Marcos residents. The educational effort will target all multifamily households in San Marcos and will utilize most if not all of these supporting tools:

- Direct to resident informational magnets/cards will be delivered to all multifamily households,
- Signage,
- Banner advertisements in common areas of multifamily properties,
- Other strategies determined effective by the City of San Marcos and The Recycling Partnership.

e. Anticipated Implementation Timeline: The Partnership and the City of San Marcos agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of this grant project. The key dates in the project are as follows:

- Late Summer 2019: Engage with properties in San Marcos about participation in the pilot, outreach campaign design, identify target properties for expanded service and A/B testing
- Early Fall 2019: Conduct phase 1 of measurement elements including “before” contamination assessment and capture evaluation
- Fall 2019: Distribute educational materials to all San Marcos multifamily properties and begin work at properties targeted for recycling expansion
- Winter 2019 – monitor & measure including “after” contamination assessment and capture evaluation
- Spring 2020 – conclude all aspects of project and assess results

If unanticipated delays in the above schedule occur, then The Partnership and the Grantee agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in paragraph a above. In addition and as necessary, the parties may decide to modify the grant agreement end date as stipulated in Paragraph 2 of The Recycling Partnership Grant Agreement.

f. Project Budget and Grant Funding: The amounts set forth in the table below represent The Partnership's intended distribution of the grant funds to the Grantee:

Project Element	Funding to be Provided by Recycling Partnership to San Marcos	In-kind Funding to be Provided by Recycling Partnership
Goal 1 – Valet Service	\$25,000	
Goal 2 – Education/Outreach		\$45,000
Goal 3 – In-Unit Bins		\$30,000
Subtotal	\$25,000	\$75,000
Project Total	\$100,000	

All costs associated with project implementation beyond the direct grant funding from The Recycling Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors including the final costs for in-unit bins, measurement and education and outreach services and materials. Upon mutual agreement of The Partnership and Grantee, the final allocation of Partnership grant funds may be adjusted between individual expense categories as necessary. The actual amount of grant funding paid will be based on actual reimbursable expenditures as outlined in Paragraph r of Attachment A and the total amount of grant funding paid is not to exceed the amount specified in Paragraph 4 of the Grant Agreement. Any expenditures to be made by the Grantee are subject to the requirements provided in Paragraph 10 of The Recycling Partnership Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.