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RECYCLINGPARTNERSHIP.ORG

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement (“Grant” or “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 Orlando, FL (“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 **September 15, 2022**, 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 **TWO HUNDRED TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$212, 500)** to support incentivizing starting recycling at multifamily properties by any or all of the following options: to assist with purchase of in-unit recycling containers, providing doorstep recycling service, the addition of staff to achieve these goals and to increase educational and outreach efforts with the goal of improving and enhancing Grantee’s residential multifamily recycling program (“Cash Grant”). Additional methods mutually agreed upon by The City of Orlando and The Recycling Partnership during the course of this grant will also be acceptable. At least 50% of the properties impacted by this grant will be considered low to moderate income housing. 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, measurement activities and other in-kind services with an estimated value of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000)** (“In-kind Services”). The purpose of the 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 Services 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 \$40,000
Partnership-hired consultant to conduct before and after capture rate and contamination studies to assess the impact of the City of Orlando’s multifamily recycling program	Up to \$35,000
Total projected value of in-kind assistance and support	Up to \$75,000

In exchange for the Cash Grant and In-kind Services from The Partnership, the Grantee will 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 make reasonable efforts 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. However, Grantee shall have the ability to obtain preapproval for expenditures by submitting a description of the expenditure along with an estimated cost prior to incurring said cost. The Partnership shall accept or reject the expenditure as an allowable and reimbursable expenditure within fifteen (15) calendar days of receipt of the request for preapproval by the Grantee. Failure to accept or reject an expenditure contained in a request for preapproval within the fifteen (15) day time period shall serve as an acceptance of the specific expenditure as an allowable and reimbursable expenditure under this Grant. 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 check and payable to the order of:

City of Orlando  
 Solid Waste Division  
 1028 Woods Ave  
 Orlando FL 32805

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.

<b>Partnership Chief Community Strategy Officer:</b>	<b>Partnership Project Manager:</b>	<b>Grantee Project Manager:</b>
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Craig Wittig Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Evan Novell Telephone: (407)-246-4139 Email: evan.novell@cityoforlando.net

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.

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 Orlando appropriates sufficient funds for the Grantee to perform its obligations hereunder.

11. **Attorney’s Fees:** In the event of any legal action to enforce the terms of this Agreement each Party shall bear its own attorney’s fees and costs.

12. **Venue and WAIVER OF JURY TRIAL:** The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this Grant Agreement shall be lodged in the State Courts of the Ninth Judicial

Circuit in and for Orange County, Florida; or if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida; or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction, regardless of whether, under any applicable principle of law, venue may also be properly lodged in the courts of any other federal, state or county jurisdiction. To the extent permitted by law, IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER OR OTHERS ARISING OUT OF OR RELATING TO THIS GRANT AGREEMENT. This Grant Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

13. **Failure to Enforce:** Neither Party shall not be required to enforce any right or remedy available under the Grant. If either Party elects to waive a right or remedy under this Grant, said Party shall not be precluded from asserting said right or remedy thereafter.

14. **Severability of the Grant:** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained.

The City of Orlando

The Recycling Partnership, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Buddy Dyer  
Mayor, City of Orlando

Craig Wittig  
Director of Community Programs

Signed by City of Orlando 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 up and until the termination date.

**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](mailto:cmarshall@recyclingpartnership.org) with a copy to [cwittig@recyclingpartnership.org](mailto: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 [Joseph.England@cityoforlando.net](mailto:Joseph.England@cityoforlando.net).

**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 residentially 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 endeavor to participate in local press events related to The Partnership and this Grant Agreement, 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. 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 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 associated “Funded in part by” phrasing. Grantor 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 multifamily recycling tonnage data for at least the twelve (12) month period immediately before the project is initiated if available. Alternative measurement protocol will be developed if needed.
- 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 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 Orlando, FL ("City" or "Grantee") has a population of approximately 269,414 and nearly 75,000 multifamily residential units (data from the United States Census Bureau). The City operates a multifamily recycling collection system that is poised to capture new multifamily recycling customers through cart and frontload container service. The City recently passed a mandatory commercial recycling ordinance that includes multifamily properties. The ordinance will be phased in over four years and the largest multifamily properties are required to comply by April 2020. The last of these phases, which includes the highest number of properties but the lowest number of units concludes on April 1, 2023.

**b. Project Description:** This project will focus on mandatory multifamily recycling ordinance implementation by funding a staff person to perform various functions associated with such ordinance. The Partnership seeks to work with the City and property owners to both expand collection to properties not yet recycling and utilize coordinated outreach material to improve recycling at properties that are currently recycling, bringing new recycling services to roughly 20,000 additional households/units. At least 50% of the properties targeted for this grant will represent low to moderate income housing. In addition, education and outreach elements of the project will be directed at all properties served by the City. Finally, funds available for recycling incentives are designed for properties to start recycling. The goals stated in this paragraph will primarily be accomplished by a City hired/Partnership funded temporary staff position. It is the expectation of The Partnership that this position will be solely focused on multifamily recycling as defined by Orlando City Code Chapter 28. The Partnership envisions multifamily property recruitment, technical site assistance through site visits, data tracking and management, communication to properties about multifamily recycling through phone, email and social media, equipment and infrastructure examination, research and procurement and communication to The Partnership as a partial list of duties this position will accomplish. This agreement respects the fact that the position will have administrative duties, including on-boarding, training, compliance and other administrative tasks as dictated by the City. Start date for the position is anticipated to be on or about July 2021.

**c. Measurement Plan:** The Partnership and the Grantee will work together to devise a measurement plan for this project. It is anticipated that a mixture of the Orlando devised RQI/CSI will play a prominent role. Other measurement methods agreed upon will be acceptable. The RealPage in-dumpster camera system may also play a prominent role in measuring parts of this project. 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 City residents and will be designed in-keeping with the City's design and publication guidelines. The educational effort will target all multifamily households in the City and will utilize most if not all of these supporting tools:

- Direct to resident informational mailers or utility bill inserts for multifamily households,
- Signage,
- Doorknob hangers,
- Banner advertisements in common areas of multifamily properties,
- Other strategies determined effective by the City of and The Partnership.

**e. Anticipated Implementation Timeline:** The Partnership and the City 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:

TBD

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 Orlando	In-kind Funding to be Provided by Recycling Partnership
Measurement	\$10,000 (RealPage)	\$25,000 (MSW Sort)
Recycling Incentives	\$77,500	
Multifamily Position	\$95,000	
In-Unit Bins	\$30,000	
Subtotal	\$212,500	\$25,000
Grant Total	\$212,500	
Project Total	\$237,500	

All costs associated with project implementation beyond the direct grant funding from The Partnership and Partnership in-kind investment and grants to private property owners 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.