

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the \_\_\_ day of \_\_\_\_\_, 2016, by and between The Recycling Partnership, Inc. (“Partnership”) and the City of Saint Paul, Minnesota (“Grantee”), which are referred to collectively herein as the “Parties.”

1. **Grant Agreement Documents:** The Grant Agreement consists of this document and its attachments, (a) Terms and Conditions (Attachment A) and (b) Grantee’s Work Plan (Attachment B), which are incorporated by reference. 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 \_\_\_\_\_, 2016 and ends on \_\_\_\_\_, 2017, unless the Parties agree in writing to extend the Grant Period.

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.

4. **Duties of Partnership and Grantee:** The Partnership shall make a cash grant to the Grantee in the amount of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000) (the “Grant”) in the manner specified herein and subject to the conditions set forth in Paragraph 5 hereof. During the Grant Period, the Partnership shall also provide the Grantee with access to resources, Partnership staff time and other in-kind services with an estimated value of ONE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$139,000). The amounts set forth below represent the Partnership’s intended distribution of the Grant and provision of in-kind resources to the Grantee:

Community	Approx. 78,087 Carts	Education and Outreach	Technical Assistance	Champion Building	Total
Saint Paul, MN	\$500,000	\$50,000 plus access to educational campaign materials (valued at \$100,00)	Dedicated support from the Partnership (valued up to \$30,000)	Dedicated support from the Partnership (valued up to \$9,000)	\$550,000 (plus up to \$139,000 in assistance and support)

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. The Grantee estimates that it will make the following expenditures to complete Grantee’s Work Plan:

Local Funding: 78,087 64-gallon carts	\$2,017,500
Grantee: Education and Outreach Funding	\$130,000
<b>Total:</b>	<b>\$2,147,500</b>

**5. Distribution Provisions:** On a quarterly basis, 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. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as 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 documenting allowable expenditures. The Partnership shall make distributions by check payable to the order of “City of Saint Paul, Minnesota” and mail such checks to:

Kris Hageman  
 Department of Public Works  
 25 W. 4<sup>th</sup> St. CHA15  
 Saint Paul, Minnesota 55102

**6. Invoices:** As described in the section of Attachment A captioned “Reporting,” the Grantee shall submit quarterly reports to the Partnership, which shall include invoices of allowable expenditures for which the Grantee is seeking reimbursement for the applicable quarter. The Grantee’s final invoices must be received by the Partnership with the Grantee’s Final Report, as described in the “Reporting” 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 validity and accuracy of payment by the Grantee, payment due date and shall include documentation supporting payment by the Grantee. 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.

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

<b>Partnership Executive Director:</b>	<b>Partnership Project Manager:</b>	<b>Grantee Key Personnel:</b>
Keefe Harrison Executive Director Cellphone: (650) 712-1703 Email: kharrison@recyclingpartnership.org	Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Kris Hageman Telephone: (651) 266-8866 Email: kris.hageman@ci.stpaul.mn.us

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 Executive Director of the Partnership. The Grant Agreement may be amended or modified in a 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 of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent that City Council appropriates sufficient funds for the Grantee to perform its obligations hereunder.

City of Saint Paul, Minnesota

The Recycling Partnership, Inc.

By: \_\_\_\_\_  
Director of Public Works

By \_\_\_\_\_  
Keefe Harrison, Executive Director

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Municipality Attorney

By: \_\_\_\_\_  
Director of Finance

By: \_\_\_\_\_  
Mayor

## **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. In the event the Grant Agreement is terminated, the Grantee will receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination within thirty (30) days of the Grantee's submission of invoices in accordance with Paragraphs 5 and 6 of the Grant Agreement.

b. Termination for Cause: If the Grantee fails to substantially fulfill in a timely and proper manner its obligations under this Grant Agreement, 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 receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination as set forth in Paragraph (a.) above.

c. Recycled Paper: The Grantee shall strive to ensure that all publications produced as a result of this Grant Agreement are printed double-sided on recycled-content paper.

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 details in the Grantee's Work Plan and strive to make sufficient progress toward fulfilling such timeline and objectives.

## **Costs and Extensions**

f. Final Grant Amount: The Grantee agrees that at least one cart will be delivered to each household in the Grantee's community. The Partnership agrees to grant the Grantee \$7 per cart up to \$500,000 and \$1 per household for education and outreach materials up to \$50,000. The Partnership will not reimburse the Grantee for extra carts for inventory. The Partnership will not reimburse the Grantee for more than one cart per household unit. The final cart number subject to a grant from the Partnership will be determined by the final invoice from the cart vendor outlining the total number of carts delivered to the Grantee for each household in the Grantee's community.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Executive Director of the Partnership.

h. Travel Expenses: Grant funds from the Partnership may not be used for travel expenses without prior written approval from the Executive Director of the Partnership.

i. 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 Executive Director of the Partnership at least sixty (60) days prior to the end of the Grant Period.

### **Cart Grant Requirements**

j. Collection Frequency: Communities must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon cart is required.
- Every other week collection: 93+ gallon cart size is required.

k. Cart Distribution: One cart for recycling collection must be distributed to each household in the Grantee's community free of charge and in accordance with existing policies and procedures of the Grantee.

l. RFID (Radio Frequency Identification) Tags: The Grantee will acquire and distribute carts with embedded RFID tags.

### **Working with the Partnership**

m. 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.

n. Educational Best Practices: The Partnership utilizes a behavior change approach to recycling education known as "3, 2, 1." The key three (3) behavior change educational components of 3, 2, 1 are 1) a direct to resident information card/hanger informing them that carts are coming, 2) a kit of information delivered with the cart, which includes an acceptable materials magnet/sticker, an introductory card, service calendar, etc., and 3) an oops/congrats tag to reinforce correct recycling behavior after carts are delivered. The Partnership requires that grant funds be used toward the procurement of these key three (3)

items, at a minimum. To support an effective campaign, the Partnership requires that the Grantee select at least two (2) additional awareness communication components, such as billboards, digital ads, festival/event kit, truck signage, etc. Finally, the Partnership requires that the Grantee update its websites to communicate the basics of the cart roll out.

n. Material Collection: The Grantee shall work with its 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.

o. 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.

p. Graphic Design Edits: The Partnership will work closely with the Grantee to customize educational material to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week notice for any edits or changes to educational materials.

q. Logo Usage: The Partnership requires that the Grantee use the Partnership logo and phrase "Funded in part by" be included on all education materials that are developed using the Partnership templates. Prior to completion, 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.

## **Reporting**

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

- The Grantee shall deliver to the Partnership quarterly progress reports, via the Re-Trac online reporting system, through the end of the Grant Period.
- The Grantee shall provide monthly tonnage data for at least twelve (12) months after all carts are distributed.
- The Grantee shall submit a draft final report to the Partnership at least thirty (30) days prior to the end of the Grant Period and a final report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Partnership seeks to capture data that supports the Partnership's model of carts,

education and outreach, and technical assistance in driving increased recovery rates. Therefore, if carts are distributed in the final three (3) months of the Grant Period, a nine (9) month no-cost grant extension shall automatically be added to the Grant Period for metric reporting purposes only.

- All reports shall be submitted electronically to the Partnership via the Re-Trac online reporting system.
- A copy of any invoices for which the Grantee seeks reimbursement from the Partnership should be attached to the quarterly report, which shall satisfy the requirements of Section 6 of the Grant Agreement.

## Attachment B: Grantee’s Work Plan

### Contact Information:

Kris Hageman	kris.hageman@ci.stpaul.mn.us	(651) 266-8866	City of Saint Paul Department of Public Works, All In Program
			25 W. 4 <sup>th</sup> St, CHA 1500
			St. Paul, MN 55102

### Project Description:

The City of Saint Paul Department of Public Works, All In program will distribute 64-gallon recycling carts to 78,087 households within the City of Saint Paul, MN for single stream, weekly collection.

### Measurement Plan:

A baseline will be developed to monitor progress during the Grant Period. The baseline will be developed using monthly tonnage data for the past 2-3 years. The Grantee commits to providing the Partnership with pre-cart set out rate data and monthly tonnage data for municipal solid waste, recyclables, and yard trimmings / organics (if applicable). Monthly tonnage and set-out rate data will be provided to the Partnership until at least twelve (12) months after (1) cart roll out is complete, or (2) the end of the Grant Period, whichever occurs first. The Grantee will also work with the Partnership to evaluate contamination and participation rates of recovered materials.

### Public Outreach Plan:

The Grantee will work closely with the Partnership to develop and implement an effective education and outreach campaign utilizing the “Switch to Carts” module and “3, 2, 1” approach outlined in paragraph n 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.

### Anticipated Implementation Timeline:

The cart distribution timeline will be developed and agreed upon with Partnership staff. The goal is for the last cart to be delivered by December 31, 2016.



Anticipated Budget:

The following anticipated budget represents the Grantee's current estimation of its expenditures to implement Grantee's Work Plan. Notwithstanding any provisions of the Grant Agreement to the contrary, the Grantee must seek approval from the Partnership only for any material changes to the expenditures reflected in the anticipated budget. A material change is one causing a change in excess of ten percent (10%) of the amounts to be expended in any particular category.

	<b>Local Funding</b>	<b>State Funding</b>	<b>Other Funding</b>	<b>Recycling Partnership Funding</b>	<b>Total</b>
RFID recycling carts/delivery	\$2,017,500		\$1,517,500	\$500,000	\$4,035,000
Education outreach	\$120,000		\$10,000	\$50,000	\$180,000
<b>TOTAL</b>	<b>\$2,137,500</b>		<b>\$1,527,500</b>	<b>\$550,000</b>	<b>\$4,215,000</b>