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RECYCLINGPARTNERSHIP.ORG

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Chula Vista, California (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: Terms and Conditions Attachment A, and 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.
- 2. Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on October 1, 2021 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 cash grants to the Grantee in an amount not to exceed ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000) to support the improvement of recycling program materials quality and resident engagement from Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, 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 TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including recycling program outreach collateral. The amounts set forth below represent The Partnership’s intended distribution of in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, in the Grantee’s Workplan as set out in 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 Cash Grant funds to the Grantee to support actual allowable expenditures the Grantee has made or otherwise will incur 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 outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. Grant funds, excluding the final payment of grant funds, shall be distributed to reimburse Grantee for actual allowable expenditures, and 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 ninety percent (90%) of reimbursable costs until the submittal of a final project report; the remaining ten percent (10%) of reimbursable expenses shall be paid upon final report submittal. Grant proceeds may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of Grant funds.

**6. Invoices:** As described in section r of Attachment A captioned “Reimbursement,” the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for 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 q 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 ninety percent (90%) of the amount of grant

funds to be provided by The Partnership for allowable expenditures and with the final ten percent (10%) becoming available as detailed in Paragraph 5 above.

7. **Grant Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

<b>Partnership Granting and Resource Manager:</b>	<b>Partnership Project Manager:</b>	<b>Grantee Project Manager:</b>
Spence Davenport Telephone: (919) 619-5580 Email: sdavenport@recyclingpartnership.org	Asami Tanimoto Telephone: (916) 642-9686 Email: atanimoto@recyclingpartnership.org	Joseph Coppola Sustainability Specialist Telephone: (619) 691-5161 Email: jcoppola@chulavista.gov

8. **Changes and Amendments:** Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Granting and Resource Manager of The Partnership. This Grant Agreement may be amended in a writing signed by the Parties, subject to the approval of the Board of County Commissioners of the Grantee by resolution.

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

10. **Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Board of County Commissioners of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

**[The balance of this page is intentionally left blank.]**

The parties have executed this Grant Agreement as of the Effective Date.

The Recycling Partnership, Inc.

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

Spence Davenport  
Granting and Resource Manager

DATE: \_\_\_\_\_

City of Chula Vista, CA

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

Manuel Medrano  
Environmental Services Manager

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 cure, as determined by The Partnership in its sole discretion, 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 event, the Grantee may receive Cash Grants equal to the total amount of actual allowable expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.

**b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership Granting and Resource Manager, Spence Davenport at [sdavenport@recyclingpartnership.org](mailto:sdavenport@recyclingpartnership.org) with a copy to The Partnership Project Manager, Asami Tanimoto at [atanimoto@recyclingpartnership.org](mailto:atanimoto@recyclingpartnership.org).

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's Project Manager, Joseph Coppola, Sustainability Specialist, with a copy to Environmental Services Manager, Manuel Medrano, at [mmedrano@chulavista.gov](mailto:mmedrano@chulavista.gov)

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

**d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant 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:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the

Grantee shall submit a written request 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:** Cash Grants 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 and Management of Recyclable Materials:** 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 a direct mailer to all residents with information about acceptable materials and informational cart tags that address recycling contamination, while providing direct feedback to residents. At a minimum, the Partnership requires that grant funds allocated for education and outreach be used toward the procurement of direct-to-resident communications. The Partnership further requires that Grantee cooperate with The Partnership in support of the design and implementation of the education and outreach campaign which will include a general information card and the use of oops tags to provide direct-to-resident feedback about contamination in select areas of the city. 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, how to gain additional information about recycling collection schedule, requirements about recycling containers and proper materials preparation.

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

**m. Graphic Design Edits:** The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least seven (7) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) 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 Parties.

**n. Logo Usage:** The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires 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 any other funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any additional funders and associated use of the "Funded in part by" phrasing. The Grantor understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

**o. Compliance with Patent, Trademark and Copyright Laws:** The Parties agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

**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 The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system for annual reporting. Reporting in the MMP system is free and 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 MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. 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 fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted by the end of the Grant Period.
- Additional reporting requirements may be included in Grantee’s Work Plan set out in 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 or receipts 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 ten percent (10%) 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 set out in section q, “Reporting and Additional Post-Award Requirements” above.

## Attachment B: Grantee's Workplan

**a. Background:** The Recycling Partnership was presented with an opportunity to pursue community projects within the State of California to educate residents on proper battery disposal. With the caveats that the projects need to be located within the State of California, the communities have experienced a fire in the past year and have at least 50,000 households, The Recycling Partnership identified Chula Vista, CA as a community that is eager to educate its citizens that fits all of these requirements.

**b. Project Description:** With the support of Cash Grants and technical assistance from The Partnership, Chula Vista will implement a city-wide educational campaign to help inform residents about proper battery disposal and where they can take used batteries via digital advertising, social media and more traditional media like bus signage. Chula Vista will also conduct a direct-to-citizen outreach campaign to reinforce proper recycling behavior through the implementation of a tagging program for curbside recycling carts. The tagging campaign will seek to focus on approximately 52,000 households, and will include team members placing an information tag on each residents' recycling cart. All residents will receive the tag on their cart, with the 'tag' taking the form of a hanging sign, sticker or alternative piece of collateral that adheres to the cart. Since the messaging will focus on taking batteries to the Household hazardous waste facility or other partner drop-offs (as available), the tag can be placed on either the recycling cart, or if no recycling cart is out, on the waste cart. The tagging program will be combined with a direct mailer to all 52,000 households. Budget permitting, the 22,000 multifamily units within the city will also receive the message and campaign via mailer only.

In addition to mailers and cart tags, marketing and education messaging will be delivered via several forms of digital and traditional channels, including digital marketing and social boosting, with bus ads as an option, as well.

Before and after the campaigns, surveys will be conducted to understand the level of knowledge residents have surrounding batteries, battery fires and proper battery disposal options. With the current climate at the time of project launch, surveys could be impacted by COVID as well as the 2020 elections. Therefore, as the project continues to progress, budgets will be reserved for the best method for reaching citizens. This could include digital surveys, over the phone and in-person (at the household hazardous waste facility) to understand what the population understands about battery disposal. The Recycling Partnership and the City of Chula Vista team will agree on the best method for surveying residents.

The goal of this project is to reduce incidents of batteries entering the recycling and waste streams, with the higher level goal of reducing fires caused by lithium ion batteries. From the data gained from this

project, a toolkit for battery disposal outreach and education will be created and finalized so that the most successful techniques for educating residents across the United States can be offered for use.

**c. Measurement Plan:** Surveys will be conducted either digitally, via phone, as well as at the household hazardous waste facility. The budget allows for this survey to be conducted either through a private contractor or joint efforts between The Recycling Partnership and the City of Chula Vista's team using existing marketing channels (such as Facebook, Nextdoor, email lists, etc) to gain an understanding of the residents' understanding of battery disposal. These surveys will be conducted prior to the education campaign as well as after the completion of the campaign.

**d. Public Outreach Plan:** The battery education outreach plan will be designed and implemented in collaboration with The Partnership. These anti-contamination efforts will be in addition to the communication tools the Department currently uses to dispense information.

Campaign elements will include supportive messaging and campaign materials placed throughout the community on various structures including buses, digital media and traditional media.

In addition to the above, all residents will receive an educational mailer and route auditors will place informational tags on recycling carts that have for all residents. The tags will be printed in English and Spanish.

**e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

- October 1, 2020 – Parties initiate joint planning for education and outreach campaign in support of Grantee's battery disposal program and begin vendor outreach.
- October through November 2020 – Initiate survey elements of campaign in select portions of community; finalize educational materials and digital content.
- November/December 2020 – Launch mailer, tagging and marketing campaigns
- February 1, 2021 – Post surveys, reporting of results
- October 1, 2021 – Finalize grant reporting and complete project.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above.

**f. Project Budget and Grant Funding:** The amounts set forth in the table below represents The Partnership’s intended distribution of Cash Grants to the Grantee.

Grant Element	Description	Grant Amount
Education and Outreach Support and Surveying	Grant funding to implement a recycling education and outreach campaign in support of battery disposal in the City of Chula Vista with the particular goal of reducing batteries in the recycling stream and clear instructions of where to take them. Includes before and after surveys to gain understanding of the reach of the campaign.	\$180,000
Total		\$180,000

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors, including the actual costs of printing, mailing and other supportive outreach activities. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section u, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.