

SERDC RECYCLING INFRASTRUCTURE GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below by and between Southeast Recycling Development Council (SERDC) and the City of Columbus, Georgia (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). 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 (being the date of signature of the Executive Director of SERDC see Part 10. and ends on July 31, 2024 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 SERDC and Grantee**: SERDC shall make a cash grant to the Grantee in the amount of \$25,540.75 toward the cost of qualifying recycling carts that are to be distributed to households in Columbus and for educational campaign materials. The actual grant amount paid (the "Grant") is a combination of funding paid for recycling carts plus funding paid for education and outreach. Grant funds paid for recycling carts will be based on the invoice for carts to be distributed to residential units in Columbus as determined at the time of cart delivery and as verified by documents provided according to Paragraph 6 hereof. Grant funds paid for education and outreach will be based on the total number of households served by the city's curbside recycling program as confirmed by the number of carts received. The total grant amount will be \$25,540.75. Qualifying carts are defined in Attachment A sections i and j.



During the Grant Period, SERDC shall also provide the Grantee with access to support resources, including SERDC staff time and other in-kind services with an estimated value of \$8,000.

The City of Columbus will purchase and distribute recycling carts that are 64+/- gallon in volume to eligible residents for curbside recycling collection.

Subject to Paragraph 9 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee's Work Plan (Plan) in accordance with the Anticipated Implementation Timeline described in the Plan. The Grantee estimates that it will make the following expenditures to complete Plan as outlined in Attachment B:

\$1,728.00
\$23,812.75
\$25,540.75
-

- 5) **Distribution Provisions**: SERDC shall distribute Grant funds to the Grantee by reimbursement to the Grantee of the actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. SERDC 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 SERDC 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. SERDC shall make distributions by check and payable to the order of City of Columbus.
- 6) **Invoices**: As described in the section of Attachment A captioned "Reporting," the Grantee shall submit reimbursement requests to SERDC, 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 SERDC with the Grantee's Final Report, as described in the "Reporting" section of Attachment A. With respect to all invoices submitted to SERDC, the Grantee shall provide reasonable and appropriate evidence for SERDC to determine the actual number of recycling carts received for distribution to households within the city, 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 the 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 SERDC for allowable expenditures and with the final 10 percent becoming available as detailed in Paragraph 5 above.

7) Grant Contacts: Programmatic contacts for SERDC and the Grantee are set forth below.

SERDC Executive Director:	Grantee Key Personnel:	
Will Sagar	John Pittman	
(828) 507-0123	(706) 225-4662	
will.sagar@serdc.org	Pittman.John@columbusga.org	

- 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 SERDC Executive Director. The Grant Agreement may be amended or modified in writing signed by the Parties.
- 9) 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 the City appropriates sufficient funds for the Grantee to perform its obligations hereunder.
- 10) **Signature Warranty**: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

Columbus, Georgia

SERDC

By_____

Isaiah Hugley City Manager

Signed by the City of Columbus on this date:

Will Sagar Executive Director

Signed by SERDC 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. In the event the Grant Agreement is terminated by SERDC, the Grantee will receive a distribution from SERDC equal to the total amount of grant funds owed for actual allowable expenditures obligated or entered in to in good faith and within keeping of other terms and conditions of this agreement that were incurred by Grantee prior to notice of termination and 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 its obligations under this Grant Agreement in a timely and proper manner, SERDC 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, SERDC 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 SERDC equal to the total amount of grant funds owed for actual allowable expenditures obligated or entered in to in good faith and within keeping of other terms and conditions of this grant agreement that were incurred by Grantee prior to notice of termination and within thirty (30) days of the Grantees submission of invoices in accordance with Paragraphs 5 and 6 of the Grant Agreement.
- c) Lobbying: The Grantee shall not use or appropriate any funds received from SERDC to carry on or support propaganda or to otherwise attempt to influence legislation.
- d) **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 shall strive to make sufficient progress toward fulfilling such timeline and objectives.

Costs and Extensions

e) **Final Grant Amount:** The Grantee agrees that at least one cart will be delivered to each household participating in curbside recycling service within the Grantee's jurisdiction. SERDC



agrees to pay the Grantee \$23,812.75 of qualifying recycling cart costs for carts distributed to households in the City and \$1,728.00 for educational campaign materials assuming that grantee satisfies the associated reporting requirements outlined in Paragraphs 5 and 6 of the SERDC Grant Agreement.

- f) **Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the SERDC Executive Director.
- g) **Travel Expenses:** Grant funds from SERDC may not be used for travel expenses without prior written approval from the SERDC Executive Director.
- h) **Extensions:** No-cost time extensions are possible, but not guaranteed by SERDC. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the SERDC Executive Director at least sixty, (60) days prior to the end of the Grant Period.

Cart Grant Requirements

- i) **Collection Frequency:** Communities must provide residents with a recycling program under which recyclables are collected on a weekly basis. The Collection frequency of the grantee's recycling program impacts cart size requirements as follows:
 - Weekly collection: minimum of 64+ gallon cart is required.
- j) **RFID (Radio Frequency Identification) Tags:** The Grantee will acquire and distribute carts with embedded RFID tags.

Working with SERDC

- k) **Technical Assistance:** The Grantee agrees to work with SERDC during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.
- 1) Educational Best Practices: SERDC utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 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) use of oops/congrats tags to reinforce correct recycling behavior after carts are delivered. At a minimum, SERDC requires that grant funds allocated for education and outreach be used toward the procurement of these key three items unless otherwise agreed in advance between SERDC and the Grantee. To support an effective campaign, SERDC encourages the Grantee to select at least TWO (2) additional awareness communication components, such as billboards, digital and/or print advertisements, festival/event kit, truck signage, etc. Finally, SERDC requires that the Grantee update its websites to communicate the basics of the cart roll out to its citizens and community. SERDC offers technical assistance for the development of message and content.

- m) **Material Collection:** The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by SERDC of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (MRF), hauler (if applicable) and SERDC to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.
- n) Press Events: The Grantee agrees to participate in local press events related to SERDC, which
 may include, but is not limited to, press releases, interviews, ribbon cutting ceremonies, etc.
 SERDC agrees to give reasonable notice to the Grantee Key Personnel regarding any such
 press events.
- o) **Graphic Design Edits:** SERDC 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 that are to be conducted by SERDC.
- p) Logo Usage: SERDC requires that the Grantee use the SERDC logo, and the Coca-Cola Foundation logo, and that the phrase "Funded in part by" be included on all education materials associated with the Grant project that are developed using The Recycling Partnership templates or that are to be supported by SERDC grant funding. Prior to finalization, SERDC requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics, or logos of SERDC. Upon presentation of materials for review, SERDC 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 SERDC logo and associated "Funded in part by" phrasing.



Reporting

- q) **Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting requirements, including:
 - The Grantee shall deliver to SERDC quarterly progress reports through the end of the Grant Term as defined in Paragraph 2 of the SERDC Grant Agreement or for the period of time extending one (1) calendar year beyond the date of the implementation of recycling with carts funded by SERDC, whichever is later.
 - The Grantee shall provide monthly waste and recycling tonnage data for at least TWELVE (12) months after all carts are distributed, using the Municipal Measurement Program (MMP) service. SERDC will provide technical assistance to the Grantee in creating and utilizing the MMP.
 - SERDC seeks to capture data that supports SERDC's model of carts, education and outreach, and technical assistance in driving increased recovery rates. Therefore, with cart delivery tentatively scheduled for July 2023 reporting will commence for the period starting August 2023 and continue through the period ending August 31, 2024. It is understood by both parties that these dates may change according to when cart-based curbside recycling is initiated, and that the goal of the reporting requirement is to capture one (1) full year of data following the launch of a cart based curbside recycling system.
 - The Grantee shall submit a draft final report to SERDC at least 30 days prior to the end of the Grant Period for review. SERDC will provide feedback to the Grantee about the 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 60 days of the end of the Grant Period.
 - A copy of any invoices for which the Grantee seeks reimbursement from SERDC should be attached to the quarterly report, which shall satisfy the requirements of Section 6 of the Grant Agreement. 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 final 10 percent of grant funds will be held until Grantee has submitted its final project report. The remaining 10 percent of reimbursable expenses shall be paid upon final report submittal.





Attachment B Grantee's Work Plan

Grantee Contact Information:

Name, Title	Email Address	Telephone	Mailing Address
John Pittman Integrated Solid Waste Manager	Pittman.John@columbusga.org	706-225-4662	602 11th Ave. Columbus, Ga. 31901

Project Description:

As set forth in Paragraph (a.) above, the City of Columbus will distribute qualifying recycling carts to every household unit requesting curbside recycling service within its jurisdiction for single stream, weekly (once per week) collection. Every other week collection is acceptable if carts are 95 gallon.

Measurement Plan:

A baseline will be developed to monitor progress during the Grant Period. The baseline will be developed using monthly curbside waste and recycling tonnage data for the twelve months prior to the implementation of cart-based curbside recycling. The Grantee commits to providing SERDC with pre-cart-based curbside recycling set out rate data and monthly tonnage data for municipal solid waste and recyclables. In addition, measurement data will be provided to SERDC for at least twelve (12) months after the month in which cart roll out is completed. The Grantee will also work with SERDC to evaluate contamination and participation rates of recovered materials, as resources allow.

Public Outreach Plan:

The Grantee will work closely with SERDC to develop and implement an effective education and outreach campaign utilizing the approach outlined in paragraph n of Attachment A. Technical support will be provided by SERDC as set out in the Grant Agreement. The Grantee will collaborate closely with SERDC 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 SERDC staff. The goal is for cart distribution to take place beginning during the month of August 2023 and for cart-based



curbside recycling collection to begin in August 2023. If unanticipated delays in this schedule occur, then SERDC and the Grantee agree to revisit the cart distribution timeline and the grant agreement end date as stipulated in Paragraph 2 of The Recycling Infrastructure Grant Agreement.

Anticipated Budget:

The following anticipated budget represents the Grantee's current estimation of its expenditures to implement Grantee's Work Plan. It is understood that actual expenses may vary depending on a variety of factors including the final number of carts distributed. Any expenditures to be made by the Grantee are subject to the requirements provided in paragraph 10 of The Recycling Equipment Grant Agreement. As stipulated in paragraph 4 of The Recycling Infrastructure Grant Agreement, the actual amount of grant funds to be paid to Grantee may vary based on the actual number of carts purchased, not to exceed 1,728 carts, and the associated education and supportive education and outreach materials and services as outlined in paragraph n of Attachment A. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

Projected Budget Based on 1,728 units delivered (actual amount to be determined at time of distribution).