

## 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 West Monroe, Louisiana (“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 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 31, 2024 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 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 EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$84,500) to support the improvement of drop-off recycling and resident engagement with the goal of improving and enhancing Grantee’s residential drop-off recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the 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, program implementation, and recycling education and outreach including graphic design and recycling

program outreach collateral development. The amounts set forth below represent The Partnership's intended distribution of in-kind resources to the Grantee.

<b>Description of In-Kind Resources from The Recycling Partnership</b>	<b>Projected Value</b>
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, including producing and distributing educational materials, establishing a new recycling drop-off site, conducting recycling program operations, and providing additional support as the project requires in the Work Plan 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 Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash 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 hereof documenting Allowable Expenditures. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report ("Final Report") as defined in section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. Cash Grants 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 a Cash Grant.

**6. Invoices:** As described in section r, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with Allowable Expenditures and

by documentation that provides evidence of payment by the Grantee for all Allowable Expenditures submitted, which shall include copies of invoices for each Allowable Expenditure for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 above.

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

<b>Primary Partnership Contact:</b>	<b>Secondary Partnership Contact:</b>	<b>Grantee Contact:</b>
Rob Taylor, Vice President of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Craig Wittig, Vice President of Grant Implementation and Community Engagement Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Denise Calhoun Human Resources Manager Telephone: (318) 397-6718 Email: dcalhoun@westmonroe.la.gov

**8. Changes and Amendments:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact set out in Paragraph 7 hereof.

**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 City Council 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.

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

THE RECYCLING PARTNERSHIP, INC.

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

Rob Taylor  
Vice President of Grants and Community Development

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

THE CITY OF WEST MONROE, LOUISIANA

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

Staci Mitchell  
Mayor

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

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

## 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's primary and secondary contacts set out in Paragraph 7 hereof.

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 contact set out in Paragraph 7 hereof.

**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 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 Partnership's primary and secondary

contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.

**g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by The Partnership's primary or secondary contacts set out in Paragraph 7 hereof.

**h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from The Partnership's primary or secondary contacts set out in Paragraph 7 hereof.

**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") or other materials processor, 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.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee's MRF operator or other materials processor that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

**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 signs at recycling collection points that reinforce acceptable materials and address recycling contamination. 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. 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 as well as information about recycling drop-off locations including facility addresses and operating hours.

**l. Publicity and Press Events:** The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after this Grant Agreement is fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee's public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about the project. The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / 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 five (5) 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. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee.

**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, unless otherwise agreed by the Parties or prohibited by law. 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 of its 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 of its funders and associated use of the “Funded in part by” phrasing. The Partnership 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. This Grant Agreement, and any other documents requiring a signature that are related to this 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 this Grant Agreement or any document related thereto 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 this Grant Agreement or any document related thereto 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:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in section b hereof with the Grantee’s employer identification number, as



that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Section 6011(b) of the Code, (ii) corresponding provisions of prior law, or (iii) Section 6109 of the Code, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.

- 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. If such data is not available, then Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i), through the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this 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. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and 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 (hereafter, “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 Work Plan set out in Attachment B.

**r. Reimbursement:** As set out in Paragraph 5 of this Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the 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. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof

of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants 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 in section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section q, Reporting and Additional Post-Award Requirements.

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## Attachment B: Work Plan

**a. Background:** The Grantee is a city of 6,497 households in northern Louisiana. The Grantee has operated a drop-off recycling center since 2018. The center is open to the public three days a week—Monday, Wednesday, and Friday, from 7 am to 5 pm—for a total of 30 hours per week. Grantee staff works within the recycling center on Tuesday and Thursday to bale materials and maintain the facility. In addition to serving residents of the Grantee’s jurisdiction, recyclable material is received from residents and businesses throughout the region of Louisiana which includes Ouachita, Lincoln, Union, Richland, and Morehouse Parishes. The total number of households in this region potentially served by this one drop-off center is 126,596. Other than at this drop-off center, residents in these parishes have few options for recycling.

Currently, space restrictions, outdated equipment, and limited capacity to handle recycled materials hinder the center’s operational efficiency. The Grantee cannot meet resident demand for increased hours of operation because its employees cannot physically manage the amount of recyclables they receive during their open public hours on Monday, Wednesdays, and Fridays.

**b. Project Description:** In order to expand the hours that the recycling center is open to the public and therefore increase the amount of recyclables collected, the Grantee will purchase equipment to improve operational efficiency at its recycling center. The Grantee will purchase and install new equipment including a portable loading dock, storage bunkers, a functioning forklift, collection receptacles, signage, and outreach materials. The new equipment will allow the center to expand operating hours during the week and weekends due to improved efficiency for staff time. The Grantee will evaluate the ability to expand site operational hours after the improvements have been executed and will share information about the decision to expand hours with The Partnership. The grant will also fund outreach to Parish residents to inform them of the center’s updated hours and accepted recyclables.

**c. Measurement Plan:** The Grantee will implement a system for tracking monthly tonnage data for residential municipal solid waste collected from within its jurisdiction and for the different categories of recyclables collected at its drop-off location. Required reports transmitting the number of households with access to recycling services, the number of site visitors, monthly tonnage data and other project elements will be provided to The Partnership as outlined in section q, Reporting and Additional Post-Award Requirements, of Attachment A.

It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in

collaboration with Grantee, and Grantee will have access to results of this measurement work.

**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 the Grantee's drop off recycling program utilizing the approach outlined in section k, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this 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 informing residents about the drop-off location, increasing participation in the drop off recycling program, and improving the quality of the recyclable materials collected. The Grantee will work with The Partnership to localize educational materials from The Partnership's current library of templated recycling outreach materials. At a minimum the education campaign will target the approximately 6,500 households in Grantee's jurisdiction using direct mail pieces that educate residents on what materials are accepted for recycling and where to access the drop-off centers. The Grantee will also install updated signage at the drop-off site informing residents of the accepted recyclables. The Partnership will provide grant funding and design assistance for recycling outreach materials, and the Grantee will compile a mailing list and distribute these materials.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Bill-inserts;
- Digital or other paid advertisements; and/or
- Other strategies determined effective by the Parties.

**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 outlined in the table below:

- March 1, 2023 – Recycling site improvements and planning for education and outreach campaign initiated;
- April 1, 2023 – Begin public facing education and outreach efforts to support recycling including at least the distribution of a mailer to all households in Grantee's jurisdiction;
- February 29, 2024 – project complete.

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 this Work Plan. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

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

<b>Grant Element Description</b>	<b>Grant Amount</b>
Grant funding to support site development and recycling program improvements including materials handling equipment, material storage space, and recycling containers	\$76,500
Grant funding to support signage and outreach materials	\$8,000
Total	\$84,500

All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the Grantee. It is understood by the Parties that Cash Grants may be combined with local funding as well as grant funding from other sources. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the cost of upgrading the recycling site and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section r, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.