

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.**, a Virginia nonstock corporation (“The Partnership”) and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (“Grantee” or “City”), 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 the attachments attached hereto: **Attachment A** (“Terms and Conditions”) and **Attachment B** (“Grantee’s Work Plan”). 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:** This Grant Agreement shall be effective during the grant period, which begins on the Effective Date and ends on June 30, 2024 (the “Grant Period”), unless the Parties agree to amend this 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 subject to the conditions set forth in **Attachment A**.
- 4. Duties of Partnership and Grantee:** The Partnership shall make monetary grant disbursements to the Grantee in an amount not to exceed FIVE HUNDRED AND SIXTY THOUSAND DOLLARS (\$560,000) (“Cash Grants”) to support the Grantee’s residential curbside recycling program by improving the recycling program materials quality and resident engagement. The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in section f of **Attachment B** (“Project Budget and Grant Funding”).

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 as described herein 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 descriptions and 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, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis and providing support as described in the Grantee’s Workplan and subject to the Terms and Conditions.

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. 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 during the Grant Period 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. The Partnership shall distribute Grant proceeds to the Grantee by direct deposit into a bank account designated by the Grantee.

6. Invoices: As described in section r of **Attachment A** (“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 section q of **Attachment A** (“Reporting and Additional Post Award Requirements”). With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable documentation 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.

Partnership Granting and Resource Manager:	Partnership Project Manager:	Grantee Project Manager:
Spence Davenport Telephone: (919) 619-5580 Email: sdavenport@recyclingpartnership.org	Craig Wittig Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Eric Fuller Environmental Programs Manager Telephone: (904) 255-7513 Email: efuller@coj.net

8. Changes, Amendments, and Force Majeure: 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.

If the performance by either party hereunder is delayed or prevented at any time due to circumstances beyond the control of such party; including, without limitation, those resulting from labor disputes, fire, floods, natural disasters, riots, blackouts, civil disturbances, weather conditions, restrictions imposed by or control exercised by a governmental entity, pandemic health emergencies pursuant to a current and existing national, state or local declaration of emergency, unavoidable casualties or acts of God, acts of terror, acts of a public enemy, or a shortage of or inability to obtain materials, equipment or labor, the performance of such party shall be excused until such condition no longer exists. The party whose performance is delayed or prevented as described in this Section 8 shall use commercially reasonable efforts to eliminate or modify any force majeure condition.

Notwithstanding the foregoing, the parties acknowledge that Grantee’s performance under this Agreement is contingent upon The Partnership’s performance of obligations under the Application License and Data Use Agreement (“License”) and Grantee’s ability to use the Application described in the License.

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. 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.

11. Waiver Not Consent: Any waiver of any breach of this Grant Agreement by a Party shall not be construed to be a continuing waiver or consent to any subsequent breach by such Party.

12. Assignment: Neither Party hereto may assign its rights or delegate its obligations under this Grant Agreement, in whole or in part, without the prior written consent of the other Party.

13. Binding Effect: This Grant Agreement shall be enforceable in accordance with its terms by the Parties hereto and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Grant Agreement shall confer any rights or benefits upon any person other than the Parties hereto and their respective successors and permitted assigns.

14. Exclusive Jurisdiction and Venue: Venue for any litigation, legal action or other proceeding brought for the interpretation or enforcement of this Grant Agreement, or because of a dispute or alleged breach or default in connection with any provision of this Grant Agreement, shall lie solely in the state courts of the State of Florida located in Duval County, Florida. The Parties (a) consent to personal jurisdiction and venue in such courts; (b) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Grant Agreement; (c) acknowledge and agree that they will accept service of process by registered or certified mail or the equivalent directed to their last known address as determined by the other Party or by whatever other means are permitted by such courts; and (d) waive all claims to the effect that any of the aforementioned courts constitutes an inconvenient forum.

15. Governing Law; Construction: This Grant Agreement and the legal relations between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Florida and applicable federal law, without regard to any conflict or choice of law rule or principle that would refer the governance, construction or enforcement of this Grant Agreement to the laws of another jurisdiction. The Parties agree that the language, terms and conditions in this Grant Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the responsibilities of the Parties in connection with the preparation of this Agreement.

16. Entire Agreement; Amendments: This Grant Agreement supersedes any prior or contemporaneous agreements or understandings, oral or written, with respect to the subject matter hereof and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Grant Agreement may not be altered, modified or amended except by a subsequent written agreement entered into by the Parties hereto.

17. Counterparts: This Grant Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of this Grant Agreement by facsimile or other electronic transmission (including PDF) shall have the same force and effect as delivery of a manually executed counterpart of this Grant Agreement.

18. Maximum Indebtedness; Purchase Order; City Authority: As required by Section 106.431, *City of Jacksonville Ordinance Code*, the maximum indebtedness of City pursuant to this Grant Agreement shall not exceed Five Hundred Sixty Thousand and 00/100 Dollars (\$560,000.00) (“Maximum Indebtedness”). City’s obligations under this Grant Agreement are contingent upon the availability of lawfully appropriated funds therefor. The City is authorized to enter into this Grant Agreement pursuant to Chapter 117, *City of Jacksonville Ordinance Code*.

19. Required City Procurement Provisions: The required City procurement provisions set forth on **Attachment C** are incorporated herein by reference.

[Signature page follows]

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

The Recycling Partnership, Inc.

By: 

Cody Marshall
Chief Community Strategy Officer

DATE: September 14, 2022

ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

Encumbrance and funding information for internal City use:

Account or PO Number: _____

Amount **\$560,000.00**

The above-stated amount is the maximum fixed monetary amount of this Agreement. It shall not be encumbered by this Agreement. It shall be encumbered by one or more subsequently issued purchase orders that must reference this Agreement. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover this Agreement; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrances shall be made by subsequently issued purchase orders.

Director of Finance
City Contract # _____

Form approved:

Office of General Counsel

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate this 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 this 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 with a copy to The Partnership Project Manager, Craig Wittig at cwittig@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, Eric Fuller, Environmental Programs Manager, Department of Publics Works for the City at efuller@coj.net.

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.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee’s MRF operator 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 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. Publicity and Press Events: The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after the agreement has been fully executed and in a manner in which it deems appropriate. This is not intended to limit or otherwise restrict Grantee's public information obligations or requirements, and is instead intended to allow parties to coordinate around 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 public event, 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 at least 14 days' 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 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. The City's indemnity obligation in this section o shall be subject to the limitations of Section 768.28, Florida Statutes, and nothing in this Grant Agreement shall be interpreted or construed as a waiver of the City's or the State of Florida's common law sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

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 under 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 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 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 during the duration of quality improvement project and Grantee shall further provide a final tonnage report with monthly waste and recycling data for one full year (twelve (12) months) beyond the date of the completion of the quality improvement project that is the subject of this Grant Agreement.
- 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 three (3) 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 this 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.

s. Vendors Hired: The Partnership will work with the City to subcontract with vendors at Grantee's expense to perform activities in support of the project described in **Attachment B**, Grantee's Workplan. Such vendors shall be subcontracted by the Partnership on behalf of the Grantee to provide various services including, but not limited to, measurement activities and technology supporting the Feet on the Street Inspection Program. No vendor subcontracted by the Partnership may be an employee of the Grantee or an entity controlled by an employee of the Grantee or members of his or her family. The Partnership shall notify the Grantee in writing of its intent to subcontract with vendors and shall include the Grantee in the process to integrate the services to be provided by such vendors into the Grantee's Work Plan as outlined in **Attachment B**. Such vendors shall (i) provide evidence of commercially reasonable insurance for the services provided and (ii) indemnify and hold harmless The Partnership and the Grantee for third party and other claims related to the services provided, each under such terms and conditions as determined by The Partnership in its sole discretion.

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 the Grantee is delinquent in meeting its reporting obligations as set out in section q, "Reporting and Additional Post-Award Requirements" above.

t. Grantee's Employer Identification Number: The Grantee shall, within fifteen (15) days of the Effective Date of this Grant Agreement, send a notice to The Partnership 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. Such notice shall be sent as set out in section b of this **Attachment A**.

Attachment B: Grantee's Workplan

a. Background: The City has goals to reduce curbside recycling contamination and increase participation among its residents. A key method in reaching these goals is increased education and outreach. This led to an introduction to The Partnership wherein Jacksonville was quickly identified as a community that is eager to improve its 19.49% contamination rate and has professional staff that is excited to complete the work. The City has four separate hauling zones with three private haulers and a smaller section of the City serviced by City trucks. Opportunities to reduce contamination at the household level will assist with disposal charges at the MRF for any loads with greater than 10% contamination.

b. Project Description: With the support of Cash Grants and technical assistance from The Partnership, the City will implement a city-wide educational campaign to help inform residents about what can and cannot be recycled with the goal of reducing contamination via digital advertising and social media. The City and The Partnership will also conduct a direct-to-citizen feedback campaign to reinforce proper recycling behavior. This inspection program will include the use of direct mailers and Oops Tags and the rejection of improperly prepared materials. The tagging campaign will seek to focus on approximately 280,000 households, and the areas selected for inspection and tagging will be targeted for approximately eight weeks (four inspections per premise) in order to maximize behavior change.

The Partnership has developed a software application ("Tag") for mobile phone and tablet for contamination inspection programs. Tag has the capability to upload all resident addresses from the City's records and allows auditors to tag each household based any contaminants found in the cart, whether a cart was set out, and whether an oops tag was placed. The data is then organized in a database and placed into a dashboard for clear analysis by the City staff and The Partnership team.

The goal of this project is to reduce the current overall residential recycling contamination rate to less than 10% and also ensure all residents are participating at a high level. The current contamination rate of 19.49% is reflective of the great work the Department of Public Works has done to inform residents about what is and is not recyclable. As the initial phase of the project (first phase completed from City serviced routes), if the Parties determine participation is low, a mailing campaign could possibly be included.

c. Measurement Plan: Data about current (pre-campaign) contamination rates comes from prior audits at the MRF. A second audit will be undertaken at the MRF after the campaign in order to assess the campaign's effectiveness at reducing the average contamination rate for materials collected by the curbside recycling program. Any additional funds remaining from the Cash Grants may be used for this study after a budget is completely finalized during planning phases and with written notice to The Partnership. Monthly waste and recycling data will be tracked and used to determine how the anti-contamination effort impacts the overall amount of material recycled and discarded. When possible and

feasible, as determined by the City, this data will be analyzed on a route-by-route basis to assess the impact in particular sections of the City. Recycling set-out rate will also be collected for select areas as another metric for determining how the effort impacts community participation.

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

Campaign elements will include supportive messaging and campaign via a direct mailer and digital and traditional media. Additionally, route auditors will place Oops tags on recycling carts that have contaminated materials. Oops tags targeting improperly prepared materials will help residents understand how to recycle properly.

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, 2022 – Parties initiate joint planning for education and outreach campaign in support of the Grantee’s curbside recycling program. MRF audit scheduled.
- January 15, 2023 – Initiate inspection and tagging elements of campaign in select portions of community, commence tracking and measurement of tagging.
- September 2023 – Conduct assessment of impact on contamination rate including working with MRF to assess full-City average contamination rate and a City-lead assessment of the impact of tagging campaign on contamination rate in targeted communities.
- May 2024 – Evaluate campaign impact, consider follow-up work, and plan for additional phases of anti-contamination effort as needed.
- June 2024 – 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	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling in the City of Jacksonville with the particular goals of increasing participation, reducing contamination and informing residents about how to prepare materials for collection	\$560,000
“Feet on the Street” Tagging App	Mobile app that replaces pen and paper for cart tagging project. Automatically inputs data into database and dashboard.	included
Total		\$560,000

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 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.

Attachment C: Required City Procurement Provisions

(a) Indemnification. To the extent permitted by applicable law, each Party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other Party and its directors, officers, agents, representatives and employees (“Indemnified Parties”), from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of an Indemnifying Party or its respective employees, agents, subcontractors or other persons employed or utilized by such party in the performance of this Grant Agreement or the work performed hereunder. Nothing in this Grant Agreement shall be construed as a waiver or limitation of the City’s rights accorded by the Florida Constitution as codified in Section 768.28, Florida Statutes. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Grant Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Grant Agreement.

(b) Representations. The Partnership represents and warrants that its employees, contractors and subcontractors in performing its obligations under this Grant Agreement shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the recycling industry. The Partnership further warrants that the services set forth herein shall be performed by it in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

(c) Retention of Records/Audit. As required by Section 126.108(a), *City of Jacksonville Ordinance Code*, The Partnership and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Grant Agreement (“Records”) and shall make such Records available at all reasonable times, including The Partnership’s regular business hours, for examination by City during the period of this Grant Agreement for three (3) years from the date of final payment under this Grant Agreement.

(d) Compliance with Laws. As required by Section 126.108(b), *City of Jacksonville Ordinance Code*, The Partnership must comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time applicable to The Partnership. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the “Florida Public Records Law”) and Section 286.011, Florida Statutes (the “Florida Sunshine Law”), as they apply to this Grant Agreement. If any of the obligations of The Partnership under this Grant Agreement are to be performed by a subcontractor, The Partnership must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

(e) Non-discrimination. As required by Section 126.404, *City of Jacksonville Ordinance Code*, The Partnership represents that it has adopted and will maintain throughout the term of this Grant Agreement a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training,

placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. The Partnership agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Grant Agreement; *provided however*, that The Partnership shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The Partnership agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

(f) Authority; No Conflict. The Partnership represents that it is a duly incorporated and validly existing entity. The Partnership shall, if required by applicable law, within thirty (30) days of the Effective Date be authorized to conduct business and be in good standing in the State of Florida. The Partnership has full power and authority to execute and deliver this Grant Agreement and all documents contemplated by this Grant Agreement, and to perform its contractual obligations. Entering into this Grant Agreement will not conflict with or result in a breach of any other agreement to which The Partnership is a party. The individual signing on behalf of The Partnership has full power and authority to do so, and The Partnership shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority. The making, execution and delivery of this Grant Agreement and performance of all contractual obligations by The Partnership have been duly authorized and approved by all necessary company action of The Partnership.

(g) Public Records.

All documents, data and other records received by City in connection with this Grant Agreement are public records and available for public inspection unless specifically exempt by law. The Partnership shall allow public access to all documents, data and other records made or received by The Partnership in connection with this Grant Agreement unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. City may unilaterally terminate this Grant Agreement if The Partnership refuses to allow public access as required under this Grant Agreement.

If The Partnership believes that any portion of any documents, data or other records submitted to City in connection with this Grant Agreement are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws (“Florida's Public Records Laws”), the party claiming the exemption must (1) clearly segregate and mark the specific sections of the document, data and records as “Confidential”, (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide City with a separate redacted copy of the documents, data, or records (the “Redacted Copy”). The Redacted Copy shall contain City's contract name and number, and shall be clearly titled “Redacted Copy”. The Partnership, as applicable, should only redact those portions of records that The Partnership claims are specifically exempt from disclosure under Florida’s Public Records Laws. If the party claiming an exemption fails to submit a redacted copy of documents, data, or other records it claims is confidential, City

is authorized to produce all documents, data, and other records submitted to City in answer to a public records request for these records.

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which The Partnership's documents, data or records are responsive, City will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, City will notify The Partnership, as applicable, that such an assertion has been made. It is the party claiming the exemption's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If City becomes subject to a demand for discovery or disclosure of the redacted information under legal process, City shall give The Partnership, as applicable, prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The party claiming the exemption shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

The party claiming the exemption shall protect, defend, and indemnify City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the assertion that all or any portion of its information is not subject to disclosure.

- (h) In accordance with Section 119.0701, Florida Statutes, The Partnership shall:
- i. Keep and maintain public records required by City to perform the services under this Grant Agreement; and
 - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including medical records, are not disclosed except as authorized by law for the duration of this Grant Agreement term and following completion of this Grant Agreement if The Partnership does not transfer the records to City; and
 - iv. Upon completion of this Grant Agreement, transfer to City at no cost all public records in possession of The Partnership or keep and maintain public records required by City to perform the service. If The Partnership transfers all public records to City upon completion of this Grant Agreement, such party shall destroy any duplicate public records in its possession that are exempt or confidential and exempt from public records disclosure requirements. If The Partnership keeps and maintains public records upon completion of this Grant Agreement, The Partnership shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to The Partnership to the extent it is a “Contractor” as defined in Section, 119.0701, Florida Statutes.

IF THE PARTNERSHIP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; REQUEST@COJ.NET; The direct link: https://jacksonvillefl.govqa.us/WEBAPP/_rs/(S(wj1s5lqbdxqatayv5ra1z352))/supporthome.aspx; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

(i) E-Verify. In accordance with Chapter 2020-149, Laws of Florida, The Partnership confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it will register as required with the E-Verify platform. The Partnership acknowledges that any violation with the aforementioned will result in a default to this Grant Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Grant Agreement.