



125 Rowell Court  
Falls Church, VA 22046  
864.760.8828

RECYCLINGPARTNERSHIP.ORG

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Milwaukee, Wisconsin (“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: (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.
- 2. Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on May 31, 2022, unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.
- 3. Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed SIX HUNDRED FORTY NINE THOUSAND DOLLARS (\$649,000) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants associated with this grant project are detailed in the section g, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, The Partnership shall also facilitate the delivery to the Grantee of an additional donation in support of recycling carts, which is described in section f, Additional Donation in Support of Recycling Carts, of Attachment B and the projected value of such donation is set out in section g, Project Budget and Grant Funding, of Attachment B (hereafter, the “Additional Donation”).

In further support of Grantee’s public recycling effort, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The

purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of in-kind resources to the Grantee.

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

In exchange for the Cash Grants, the Additional Donation and in-kind resources from The Partnership, the Grantee will (i) 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, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Grantee’s Workplan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee’s Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as 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 project report; 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. The Partnership shall work in good faith with the Grantee to facilitate the delivery of the Additional Donation to the Grantee.

**6. Invoices:** As described in section t, Reimbursement, of Attachment A, 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 s, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The

Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the 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 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 Recycling Partnership for allowable expenditures and with the final ten percent (10%) available as detailed in Paragraph 5 above.

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

<b>Partnership Chief Community Strategy Officer:</b>	<b>Partnership Project Manager:</b>	<b>Grantee Project Manager:</b>
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Rob Taylor Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Rick Meyers, Sanitation Services Manager City of Milwaukee Telephone: (414) 286-2332 Email: rmeyer@milwaukee.gov

**8. Changes and Amendments:** Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. This Grant Agreement may be amended in a writing signed by the Parties, subject to the approval of the Grantee.

**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.

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

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


The Recycling Partnership, Inc.

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

Cody Marshall  
Chief Community Strategy Officer

DATE: 3/25/2020

City of Milwaukee, Wisconsin

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

Rick Meyers  
Sanitation Services Manager

DATE: 4/2/2020

## **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 Cody Marshall, Chief Community Strategy Officer, at [cmarshall@recyclingpartnership.org](mailto:cmarshall@recyclingpartnership.org) with a copy to Rob Taylor, Director of Grants and Community Development at [rtaylor@recyclingpartnership.org](mailto:rtaylor@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, Rick Meyers, at [rmeyer@milwaukee.gov](mailto:rmeyer@milwaukee.gov) with a copy to Samantha Longshore, Resource Recovery Program Manager at [slongs@milwaukee.gov](mailto:slongs@milwaukee.gov).

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

**d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.

**e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

**f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the

Grantee shall submit a written request to the Chief Community Strategy Officer of The Partnership at least sixty (60) days prior to the end of the Grant Period.

- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.
- h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.
- i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.
- j. Collection Frequency:** If the grant project that is the subject of this Grant Agreement involves funding in support of curbside recycling, the Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:
- Weekly collection: minimum of 64+ gallon cart is required.
  - Every other week collection: 93+ gallon cart size is required.
- The Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.
- k. Cart Distribution:** If the grant project that is the subject of this Grant Agreement involves grant funding in support of the purchase and distribution of carts for curbside recycling, the Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee.
- l. 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.

**m. Educational Best Practices:** When working with communities that are distributing recycling carts The Partnership 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 or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership 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, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

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

**o. 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.

**p. 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.

**q. 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.

**r. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**s. 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 for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of the 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. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- Additional reporting requirements may be included in Grantee’s Work Plan set out in Attachment B.

**t. Reimbursement:** As set out in Paragraph 5 of the 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. All invoices should be accompanied by associated proof that the Grantee made payment for the invoices in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that the 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 s, 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 s, Reporting and Additional Post-Award Requirements.

## Attachment B: Grantee's Workplan

**a. Background:** The Grantee currently operates a curbside recycling program with collection conducted by city employees utilizing city-owned collection vehicles. This recycling program provides collection service to approximately 181,133 households within the corporate limits of the Grantee, and the recyclables collected by the Grantee's curbside recycling program are delivered to a MRF operated by Republic Services in Milwaukee, Wisconsin for materials processing. Recycling collection is automatically available to all eligible households without the need to opt-in or otherwise request service. Grantee staff estimate that its curbside recycling program collected approximately 25,451 tons of recyclables from residential sources in 2018.

Of the households served by Grantee's curbside recycling program, approximately 162,518 households receive collection using 95+/- gallon carts and 18,615 households receive collection utilizing 18-gallon recycling bins. The Grantee deploys a variety of collection frequencies across its jurisdiction, with some households receiving weekly collection, some receiving every-other-week, some receiving twice per month service, and others receiving collection every three weeks. This variety of collection cycles creates challenges both for collection system operations and for public education.

With the help of a Grantee-hired consultant, the Grantee recently completed a study to assess the operational and capital costs associated with moving to a jurisdiction-wide cart-based bi-weekly (every-other-week) recycling collection system. Study results recommend that the Grantee transition to a universal every-other-week collection schedule. The study further provides the Grantee with the information necessary to plan and implement the transition to a modernized every-other-week cart-based recycling system that includes the acquisition of two automated side-loading recycling trucks.

**b. Project Description:** With the support of Cash Grants, the Additional Donation, and with technical assistance from The Partnership, the Grantee will distribute recycling 95 +/- gallon recycling carts to each of the approximately 18,615 households within its jurisdiction that are currently recycling with 18 gallon bins. The goal is for the Grantee to broadly adopt a uniformly sized recycling cart as standard collection equipment while still accommodating those households and citizens with special needs. In addition, the Grantee will transition to a jurisdiction-wide bi-weekly (every other week) cart-based curbside recycling collection schedule. Finally, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to inform citizens of the new recycling collection schedule and support its curbside recycling program.

**c. Measurement Plan:** The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households actually utilizing said service as determined through the measurement of curbside recycling set out rate. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and

curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. To the degree possible, the Grantee will also work with The Partnership and the Grantee's MRF operator to evaluate contamination and participation rates of recovered materials, as resources allow. Reports will be provided to The Partnership as outlined in section s, Reporting and Additional Post-Award Requirements, of Attachment A.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership and to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in section m, 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.

A heavy emphasis of this campaign will be to educate residents about the new collection schedule and inform them how to properly prepare materials for recycling. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident informational mailers and other strategies to ensure that residents know their recycling collection schedule and service day;
- Direct to resident "Carts are Coming" informational mailers or utility bill inserts for those curbside households that will be receiving first-time carts;
- A packet of information about recycling to be delivered with the cart to the approximately 18,615 households that will be receiving a recycling cart; and
- The implementation of anti-contamination strategies to reinforce correct recycling behavior.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include the following:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and
- 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 as follows:

- October 1, 2020 – Initiate planning for education and outreach campaign in support of the upcoming changes to the Grantee's curbside recycling program.
- January 1, 2021 – Begin public-facing education and outreach efforts.

- March 31, 2021 – Complete assembly and distribution of approximately 18,615 recycling carts to those households previously recycling using 18 gal. bins.
- April 1, 2021 – Implement jurisdiction-wide cart-based bi-weekly (every-other-week) curbside recycling collection.

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

**f. Additional Donation in Support of Recycling Carts:** The Partnership has collaborated with a manufacturer of High Density Polyethylene (HDPE) Resin and the Grantee’s chosen cart manufacturer to secure the donation of goods and services that will result in the cost efficient procurement of the recycling carts to the 18,615 households that had previously been recycling with 18 gallon curbside recycling bins. The resin and cart manufacturers have made pledges to The Partnership to make such contributions to The Partnership and The Partnership has determined it appropriate to facilitate the Additional Donation to the Grantee. The value of the Additional Donation is set out in section g, Project Budget and Grant Funding, below. The use of the Additional Donation is limited to those recycling carts to be distributed to the households currently recycling with bins and the Grantee is responsible for any applicable sales, use or other taxes, if any, owed in connection with the purchase of the recycling carts.

**g. Project Budget and Grant Funding:** The amounts set forth in the tables below represent The Partnership’s intended distribution of Cash Grants and the Additional Donation. The budget for Cash Grants as illustrated in Table 1 below assumes the provision of recycling carts and supportive education and outreach to 18,615 households by the Grantee, and the payment of Cash Grants is dependent on the Grantee moving its curbside recycling program to a uniform bi-weekly (every other week) collection system for its entire jurisdiction. The figures reflected in Table 2 are intended to represent the anticipated cash value of the Additional Donation. The actual value will be realized at the time of the purchase of the 18,615 recycling carts for those households in the Grantee’s jurisdiction currently recycling with bins.

Grant Element	Description	Grant Amount
Recycling Carts	Cash Grant to support the purchase and distribution of 18,615 qualifying recycling carts by the Grantee to those households still recycling using curbside bins.	\$529,000
Education and Outreach Support	Cash Grant to support a city-wide recycling campaign recycling in support of proper recycling, new recycling collection schedule, and specifically	\$120,000

	targeting households transitioning from bin to cart-based recycling collection. Payment of grant funds will be based on Grantee’s actual expenditure.	
Total		\$649,000

Table 2 – Additional Donation		
Donation Element	Description	Donation Value
Resin and associated goods and services in support of Recycling Carts	Donation of goods and services to support the purchase of 18,615 qualifying recycling carts for those households currently recycling using curbside bins. The value of the Additional Donation is projected to result in a roughly 50% reduction in price off of the Grantee’s contract pricing with Grantee’s chosen cart manufacturer. The discount does not apply to any assembly and distribution services that may be provided by the cart manufacturer, which are projected at \$4 per delivered cart. The projected per-cart cost after Additional Donation is estimated at \$25.75 per cart (including freight plus \$4 per cart for assembly and delivery). Assuming the purchase of 18,615 recycling carts, the projected total value of the Additional Donation is \$479,150.10.	\$479,150.10

All costs associated with project implementation beyond the direct grant funding and the Additional Donation as described above and in section f, Additional Donation in Support of Recycling Carts, will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the actual expenses associated with the Grantee’s education and outreach effort, the value of HDPE Resin at the time of cart manufacturer, and the value of other in-kind contributions donated by the resin and cart manufacturer, if any. Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section t, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

**ADDENDUM TO THE GRANT AGREEMENT BETWEEN  
THE RECYCLING PARTNERSHIP, INC.  
AND  
THE CITY OF MILWAUKEE BY AND THROUGH ITS DEPARTMENT OF PUBLIC  
WORKS**

This is an addendum to the grant agreement between the Recycling Partnership, Inc. (hereinafter referred to as “The Partnership”), with its principal place of business at 125 Rowell Court, Falls Church, VA 22046, and City of Milwaukee by and through its Department of Public Works (hereinafter referred to as “City”), with its principal place of business at 841 N Broadway Milwaukee, WI 53202. This addendum and the grant agreement, along with all accompanying exhibits and attachments collectively form a single contract and shall be collectively referred to herein as the “Contract”.

In addition to the terms of the grant agreement, the parties hereby agree to the following:

1. Public Records Law. The Partnership understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of The Partnership that are “produced or collected” by The Partnership under this Contract (“Records”). The Partnership is further directed to Wis. Stat. §19.21, *et. seq.*, for the statutory definition of Records subject to disclosure under this paragraph, and The Partnership acknowledges that it has read and understands that definition. Irrespective of any other term of this Contract, The Partnership is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request.
2. Nondiscrimination. It is City’s policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual’s sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of these categories (“Protected Classes”), pursuant to Milwaukee Code of Ordinances (“MCO”) Section 109-9. Contractors and their subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee.
3. Conflict of Interest. Any contract in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of City, and City may sue to recover any amounts paid on such contract.

IN WITNESS WHEREOF, The Partnership and City have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

FOR THE PARTNERSHIP



\_\_\_\_\_  
Signature of Authorized Official

Cody Marshall

\_\_\_\_\_  
Printed Name

Chief Community Strategy Officer

\_\_\_\_\_  
Title

3/25/2020

\_\_\_\_\_  
Date

FOR CITY



\_\_\_\_\_  
Signature of Authorized Official

Rick Meyers

\_\_\_\_\_  
Printed Name

Sanitation Services Manager

\_\_\_\_\_  
Title

4/2/2020

\_\_\_\_\_  
Date