



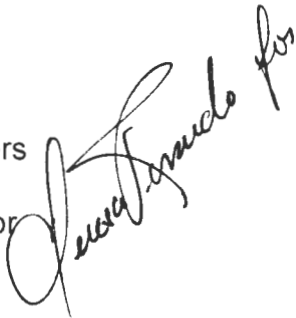
Interoffice Memorandum

March 9, 2020

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
March 24, 2020 BCC Meeting
Recycling Partnership Grant Agreement
Contact Person: David Gregory, Manager
Utilities Solid Waste Division
407-254-9622**

A handwritten signature in black ink, appearing to read "David Gregory for", is written over the "FROM" and "SUBJECT" fields.

In March 2019, the Board approved a Recycling Partnership Grant Agreement between Orange County and The Recycling Partnership, Inc. This grant provided support to the Solid Waste Division's recycling quality improvement program to reduce contamination in the recycling carts and increase the value and quantity of collected recyclable commodities.

Because of the success of the recycling outreach and education efforts sponsored by the 2019 grant, The Recycling Partnership, Inc. has offered the County a new grant to support the continuation of the Solid Waste Division's recycling quality improvement program. In return for the 2020 grant, the County will be required to commit \$30,000 of staff time and resources for the planning and implementation of the program, as well as producing and distributing educational materials, completing research and program analysis, and reporting to The Recycling Partnership, Inc.

The 2020 grant amount of \$181,800 will be used to assist the County's program in developing and disseminating printed material, developing signage and other outreach information, conducting field observation of materials placed in recycling carts, providing residents with feedback on proper recycling procedures, and measuring contamination in loads to gauge program improvement. Additionally, The Recycling Partnership, Inc. will provide up to \$157,500 in technical support assistance to track program performance and staff and resource support from The Recycling Partnership's design and technical professionals.

The Recycling Partnership, Inc. is a national nonprofit organization that provides grants and technical support to local governments to enhance their recycling programs. The Recycling Partnership and the principal grant sponsor, Coca-Cola, are aware of the County's recycling quality improvement program and desire to provide the County a grant to help enhance and support the program.

Action Requested: Approval and execution of Recycling Partnership Grant Agreement by and between The Recycling Partnership, Inc. and Orange County, Florida, in the amount of \$181,800 with a \$30,000 commitment from Orange County of staff time and resources.

All Districts.

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below, by and between The Recycling Partnership, Inc., a Virginia corporation (“Partnership”) and Orange County, Florida, a charter county and political subdivision of the State of Florida (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

1. **Grant Agreement Documents:** This grant agreement consists of the Recycling Partnership Grant Agreement, together with Attachment A-Terms and Conditions (“Attachment A”) and Attachment B-Work Plan Orange County, Florida & The Recycling Partnership (“Attachment B” or “Work Plan”) (the Recycling Partnership Grant Agreement, Attachment A and Attachment B are collectively referred to herein as the “Grant Agreement”).

2. **Term:** The term of this Grant Agreement shall commence at 12:00 a.m. on March 1, 2020 and shall expire at 11:59 p.m. on October 31, 2020 (“Grant Period”), 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 in accordance with this Grant Agreement.

4. Duties of Partnership and Grantee:

The Partnership shall make a cash grant to the Grantee in the amount of **ONE HUNDRED EIGHTY ONE THOUSAND AND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$181,800.00)** for educational and outreach efforts associated with the objective to improve the material quality, resident engagement and material recovery of the Grantee’s residential curbside recycling program (“Cash Grant” or “Grant Funds”).

In addition to the Grant Funds, the Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services and technical support with an estimated value of **ONE HUNDRED FIFTY SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$157,500)** (“In-kind Grant”) during the Grant Period. The purpose of these in-kind services is to support 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 Grantee will, in exchange for the Cash Grant and In-kind Grant from the Partnership, (i) commit staff time and resources for the planning and implementation of the program, as well as producing and distributing educational materials, completing research and program analysis, and providing additional support as set forth in

the Work Plan, and (ii) deliver to the Partnership a Final Report within sixty (60) days after the expiration of the Grant Period, which shall include a summary of the Grantee's efforts to complete the Work Plan for the Project (collectively, "Grantee's In-Kind Contribution"). Grantee's In-Kind Contribution has an estimated value of at least **THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00)**.

5. Distribution Provisions: The Partnership shall distribute Grant Funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. As provided in section q of Attachment A, the Partnership may also make payments to the vendor hired to provide technical support as described in Attachment B. Grant funds other than those paid to vendors as described above, 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. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Work Plan, as determined by the Partnership in its reasonable discretion. Total distributions from the Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of the Final Report; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. The Partnership shall make distributions by check and payable to the order of:

Orange County Board of County Commissioners
PO BOX 38
Orlando, FL 32802

6. Invoices: As described in the section of Attachment A captioned "Reimbursement," the Grantee shall submit reimbursement requests to the Partnership, which shall include copies of invoices of allowable expenditures for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by the Partnership with the Grantee's Final Report, as described in the "Reporting and Additional Post Award Requirements" section of Attachment A. Except for invoices related to the vendors hired by the Partnership on behalf of the Grantee to provide technical support as provided in section q of Attachment A, all invoices submitted to the Partnership by the Grantee shall provide reasonable and appropriate evidence for the Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to 90 percent (90%) of the amount of grant funds to be provided by the Partnership for allowable expenditures and with the final 10 percent (10%)

becoming available as detailed in Paragraph 5 above.

7. **Grant Contacts:** Programmatic contacts are set forth below.

Partnership Chief Executive Officer:	Partnership Project Manager:	Grantee Key Personnel:
Keefe Harrison Telephone: (650) 712-1703 Email: kharrison@recyclingpartnership.org	Jill Martin Telephone: (920) 540-0179 Email: jmartin@recyclingpartnership.org	David Gregory Manager, Solid Waste Division Orange County Utilities Telephone: 407-254-9622 Email: david.gregory@ocfl.net

8. **Changes and Amendments:** Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Community Strategy Officer of the Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties. Grantee’s Manager of the Solid Waste Division of the Utilities Department (the “Manager”) is hereby delegated the authority to enter into minor amendments to this Grant Agreement if the amendment does not increase the value of Grantee’s In-Kind Contribution by more than 10% or decrease the amount of the Grant Funds by more than 10%. The Manager is also hereby delegated the authority to enter into an amendment to this Grant Agreement extending the term for no more than one year.

9. **Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

11. **Waivers:** Performance of this Grant Agreement by either Party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Grant Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

12. **Applicable Law and Venue:** This Grant Agreement shall be governed by and construed according to the laws of the State of Florida, without giving effect to its choice of law principles. The Parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Grant Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in Orange County, Florida, and that such courts are convenient forums. Each Party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

13. **Severability:** The provisions of this Grant Agreement are declared by the Parties to be severable. However, the material provisions of the Grant Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Grant Agreement. Therefore, should any material term, provision, covenant or condition of this Grant Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

[SIGNATURES APPEAR ON NEXT PAGE]

Orange County, Florida

By: Board of County Commissioners

By: Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

The Recycling Partnership, Inc., a Virginia corporation

By: Cody Marshall
Cody Marshall
Chief Community Strategy Officer

Signed by Orange County, Florida on this date:

MAR 24 2020

Signed by The Recycling Partnership, Inc. on this date:

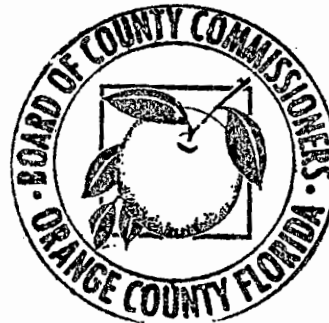
2/24/20

ATTEST: Phil Diamond, CPA, Orange County Comptroller

As Clerk of the Board of Orange County Commissioners

By: Katie Smith

Deputy Clerk



Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' prior written 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 mitigate the specified reasons, 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 case, the Grantee is entitled to retain a percentage of the Cash Grant distributed from the Partnership equal to the total amount of actual allowable expenditures incurred for educational and outreach efforts prior to termination.

b. Notices: All notices required by the terms of this Grant Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to Partnership at:

The Recycling Partnership
125 Rowell Ct.
Falls Church, Virginia 22046

All notices required by the terms of this Grant Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to Grantee at:

Orange County Attorney's Office
Attention: County Attorney
201 S. Rosalind Avenue, 3rd Floor
P.O. Box 1393
Orlando, FL 32802-1393

With copy to:

Orange County Utilities
Attention: Solid Waste Division Manager
9150 Curry Ford Rd.
Orlando, Florida 32825

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective three (3) days after deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

d. Lobbying: The Grantee shall not use or appropriate any funds received from the Partnership to attempt to influence legislation.

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

f. Extensions: No-cost time extensions are possible, but not guaranteed by the Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Executive 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 Executive Officer of the Partnership.

h. Travel Expenses: Grant Funds from the Partnership may not be used for travel expenses without prior written approval from the Chief Executive 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. Educational Best Practices: The Partnership utilizes a behavior change approach to recycling education and outreach. Our best practices consist of direct to resident mailing and communication with information about acceptable materials and recycling collection schedule along with the implementation of anti-contamination strategies to reinforce correct recycling behavior. At a minimum, the Partnership requires that Grant Funds allocated for education and outreach be used toward the procurement of direct to resident communications and 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 and how to gain additional information about recycling collection schedule.

k. Press Events: The Grantee agrees to participate in local press events related to the Project, 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 Key Personnel regarding any such press events.

l. Graphic Design Edits: The Partnership will work closely with the Grantee to customize educational material to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week's notice for any edits or changes to educational materials that are to be developed by the Partnership. There shall be up to two rounds of edits between the Partnership and Grantee or third-party service provider within a week of the Grantee receiving the first draft. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with the Partnership, then the Partnership agrees to cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by the third-party provider in service of the Grantee; provided, however, that the Partnership will not provide customized design work on behalf of the third-party service provider.

m. Logo Usage: The Partnership requires that the Grantee include the Partnership logo, Coca Cola logo and any additional funders' logos (the "Logos") with the phrase "Funded in part by" on all education materials associated with the Grant project that are to be supported by Partnership grant funding. Prior to finalization, the Partnership requests proof review of any campaign materials developed by the Grantee or a third-party that uses campaign images, graphics or the Logos. Upon presentation of materials for review, the Partnership agrees to review proofs and provide feedback within three (3) business days, or to forfeit the right to require the use of the Logos and associated "Funded in part by" phrasing.

n. Compliance with Patent, Trademark and Copyright Laws: The Partnership and Grantee agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes of the United States. The Partnership and Grantee further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless the Partnership or Grantee has obtained proper permission and all releases and other necessary documents. The Partnership and Grantee 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. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section

768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.

o. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- On a quarterly basis, the Grantee shall deliver to the Partnership monthly waste and recycling data reports through the end of the Grant Term.
- In addition to providing the Partnership with monthly waste and recycling data, the Grantee shall establish an account with the Municipal Measurement Program (MMP) System for 2019 and 2020 annual reporting. Reporting in the MMP system is free and reporting involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool.
- The Grantee shall submit a draft final report (“Draft Report”) to the Partnership at least thirty (30) days prior to the expiration of the Grant Period for review. The Partnership will provide the required format for the Draft Report and feedback to the Grantee about the Draft Report including necessary changes and points of clarification within two weeks of receipt of the Draft Report. Grantee shall submit a complete final report (“Final Report”) within sixty (60) days after the expiration of the Grant Period.
- All reports shall be submitted electronically to the Partnership via a reporting system and format established by the Partnership.
- Additional reporting requirements may be included in the Work Plan.

p. Reimbursement: As stipulated in Paragraph 5 of the Grant Agreement, Grant Funds will be distributed by the Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by the Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices for which the Grantee seeks reimbursement from the Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership may withhold payment of grant funds if Grantee is delinquent in meeting its reporting obligations as spelled out in paragraph o, “Reporting and Additional Post-Award Requirements” above.

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 10 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.”

q. Vendors Hired on Behalf of Grantee: The Partnership may, with the consent of the Grantee, hire vendors to support the project described in Attachment B, Grantee’s Work Plan. For the purposes of this Grant Agreement, such vendor may be hired to provide technical support only. No vendor hired on behalf of the Grantee 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 hire 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.

Attachment B-Work Plan

Orange County Florida & The Recycling Partnership

Revised: 02/18/2020

Background:

Orange County, Florida (the “County”) has a modern, well-developed solid waste management system that includes recycling collection and infrastructure. The County provides weekly curbside cart-collection of recyclables, using 96-gallon wheeled carts, to more than 220,000 residential units in its unincorporated areas. Like many communities across the country, the County is encountering unwanted materials in its collection carts that can interfere with processing and recycling of the collected materials.

The Recycling Partnership (the “Partnership”) is a national nonprofit that works hand-in-hand with communities and companies to improve recycling for the environment, the economy, and families. The Partnership provides grants and technical support to local governments to enhance their recycling programs.

Unwanted materials in recycling carts interfere with recycling processes, resulting in increased costs and reduced recovery of the recyclable commodities. For these reasons, contamination in recycling carts inhibits a community’s ability to increase its recycling rate beyond the national average of 34 percent. Additionally, unwanted materials in the recycling stream can be an impediment to attracting expanded recycling processing capacity to a region.

As an initial step in improving its recycling program, the County undertook a pilot recycling quality improvement program in the summer of 2018. During the pilot program, the quality of recyclables collected from the 643 households in the target area was observed to increase at the individual cart level and in the aggregated truck-load quantities delivered to the materials recycling facility (the “MRF”). Based on lessons learned during its pilot program, the County is currently undertaking dedicated efforts in Phase I of the countywide tagging program, including tagging and contacting a total of 36,000 households. The Phase I tagging program is estimated to be completed by February 28, 2020. This program is intended to reduce contamination in the recycling carts to increase recycling quality, increase the value of its recyclable commodities, and better position the County to attract expanded recycling capacity, which will help increase the recycling rate in the Central Florida region. This updated work plan expands on the Phase I program and will begin upon completion of Phase I as a Phase II tagging program to include an additional 30,000 households.

Approach:

This approach builds on the previous engagement with Orange County, Florida that was funded in 2018 via a Coca-Cola Foundation grant to Green Blue, with project work supported by the Partnership. The Partnership has been awarded a grant through the Coca-Cola Foundation to conduct a Phase II cart tagging program. The grant consists of \$131,800 to continue and expand the tagging program as well as an additional \$50,000 to conduct a measurement program to determine the impacts of the tagging work. Through activities outlined in this proposal, Orange County will expand the target area to directly engage with an additional 30,000 households and engage in a general awareness campaign to the larger population of 220,000 households.

The 2018 grant supported a feet on the street recycling cart observation and tagging program to address recycling contamination in the County. The goals of Phase I were to reduce contamination by 20 to 25 percent from the 36,000 households contacted and tagged and to provide education and outreach to all 220,000 customer households in the County. This Phase II proposal will expand the tagging efforts to an additional

30,000 households and includes a measurement component to provide data to inform future recycling program changes and investments. The Partnership and Orange County are well positioned to take the lessons learned from the Phase I work and expand it to new areas of the County.

The Partnership proposes to support a project (the “Project”) assisting the County’s recycling program by providing technical support and grant funding in furtherance of its recycling quality improvement program. The Project will include collaboratively developing a work plan, collaboratively developing and producing communication media and informational mailers, and the County performing field inspection of recycling carts that includes tagging and direct curbside feedback to the residents. It is anticipated the Project will be flexible and iterative, with the intention of measuring Project performance and making adjustments to the Project work plan as needed.

The Project will address both informational and education efforts, along with field activities that include mobilizing personnel to conduct cart observations, placing informational tags on carts when contaminants are observed, providing direct curbside feedback to residents with the intention of improving recycling cart contents, and tracking activities conducted. In support of the Project, the County will conduct “Educational Events.” Each Educational Event will consist of identifying specific areas (e.g., designated portions of identified collection routes), sending households in the areas approved targeted information mailers, then conducting field activities in the specific areas.

The collaborative development and implementation of the targeted and customized communications campaign are intended to reduce contamination in the County’s curbside recycling stream and provide a higher quality recycling stream to the MRF. As with any good program, measurement will be a key component of this work.

Results from the project will be shared with recycling programs throughout the state of Florida and the nation to help enhance their efforts to improve the overall quality of the recycling stream state-wide and replicate the successes achieved during this project to communities across the state of Florida.

Goals

- It is a goal of the project to improve the quality of recyclables collected in targeted areas by 20 to 25 percent.
- It is a goal of the program to capture performance metrics and compile lessons learned and share this information with interested parties, to improve recycling programs across the state and the US.

Roles/Responsibilities

Orange County agrees to:

- Coordinate with the Partnership in planning and executing the Project.
- Conduct periodic meetings and teleconferences advising and consulting with the Partnership on Project execution and accomplishments.
- Submit invoices, not to exceed \$131,800, based on actual households inspected and actual costs associated with intervention program and submit invoices not to exceed \$50,000, for pre and post measurement efforts associated with the tagging program.

- Conduct the Project in collaboration with The Partnership to address material quality and contamination issues.
- Conduct Educational Events (educational campaigns coupled with field activities including cart observations, cart tagging, and direct curbside feedback) with the goal of reaching a minimum of 30,000 households over four (4) multi-week engagement cycles.
- Attempt to expand the Educational Events to more areas, with a goal of reaching the maximum number of households the County determines to be feasible, based on staffing resources, budget, and Project deadlines.
- Conduct a broader education campaign targeting all of the households that participate in the County’s curbside recycling collection program (approximately 220,000 households).
- Identify the top two (2) to three (3) contaminants in curbside recycling containers to be the subject of public outreach and activities to address contamination.
- Track metrics on the number of carts requiring tags during Educational Events and track additional detailed data, as feasible, on the nature and rate of contamination.
- Collaborate with contracted haulers, the MRF operator, and The Partnership to Develop and implement a measurement plan to accurately assess the composition of the County’s recycling stream and to document the performance of the tagging program.

The Partnership agrees to:

- Provide technical assistance and guidance on all elements of the Project, including scoping and details of the tagging process, training of cart-tagging subcontractor (as appropriate), development and implementation of measurement systems, and performing analysis of collected project data.
- Provide up to \$181,800, on a reimbursement basis, to the County, based upon the budget described in Table 1. titled “Proposed budget breakdown.”
- Provide design assistance for production of cart tags, mailers, or other outreach materials, to include social media.
- Coordinate the involvement of Coca-Cola and other Project funders in tracking the development and deployment of the Project.
- Coordinate with Rubicon to secure hardware and software to be used by the County for data collection during the duration of the cart tagging project.

Funding and Commitments

Grant funds made available to the County: \$181,800

- Reimbursement Cash Grant for Outreach: Up to \$131,800 cash grant will be applicable to the County for Project purposes associated with the joint effort. The final production list will be determined jointly during a planning phase but will include (but not limited to) printing, signage, and/or staffing for tagging program.
- Reimbursement Cash Grant for Measurement: Up to \$50,000 cash grant will be applicable to the County to carry out and conduct a pre and post sort on the recyclables materials coming from the targeted tagging area of 30,000 households to determine the impacts of the contamination reduction program.

Partnership in-house work effort and technical support made available to the County: \$157,500

- Partnership provided work effort: up to \$150,000 in staff and resource support from ThePartnership’s Design and technical professionals as determined by the Partnership.
- Technical support: The Partnership shall provide to the County the Rubicon software system and associated hardware for a budget of \$0.25 per household for 30,000 households totaling approximately \$7,500.

Orange County Matching Funds Total: \$30,000

- Orange County labor and expended funds in support of the Project will be considered matching funds. Matching funds will be used and allocated to the overall project management, including the development and implementation of the educational and outreach campaign, project implementation, and/or measurement strategies for sort results post program implementation.

Table 1. Proposed budget breakdown

Budget Item¹	Recycling Partnership Funds²	Orange County Funds
Quality intervention program, including but not limited to, cart tagging labor and educational and outreach strategies and tools	\$112,500	\$30,000
Educational Campaign to raise public awareness	\$19,300	
Measurement	\$50,000	
TOTAL	\$181,800	\$30,000

Note 1: Final budget allocation to specific tasks will be agreed upon jointly between Orange County and the Partnership during planning phase, and such allocations may be adjusted by mutual agreement during the Project

Note 2: Actual grant funds provided to the County will be in accordance with reimbursements as described in the Contract

Program Elements (minimum)

The educational and engagement process will involve the following strategies:

- Observing recyclable materials placed in collection containers by residents, to determine if non-acceptable materials are being deposited into the container and direct engagement with the resident to educate them on the acceptable program items. (Grantee responsible for observations and field work).
- Developing detailed printed materials to be approved by the Partnership, such as educational flyers/postcards that include specific messaging regarding service collection days, acceptable material and other information.
- Developing and placing signage to educate residents.
- Development of social media messaging programs.

Estimated Timeframe:

The final schedule and timing of the project will be determined during collaborative planning by the Partnership and County staff. A proposed initial timeline is as follows:

Table 1. - Proposed Timeline Breakdown

TENTATIVE DATE	ITEM	NOTES
March 2020	Contract Execution by BCC	Contract between the Partnership and Orange County fully executed
March – April 2020	Communications Development - Info card mailer - Top-issue Mailer	Ongoing development and approvals
March - April 2020	Addresses and phases determined for 30,000 households	The Partnership will coordinate with Rubicon to have addresses uploaded
March - May 2020	Conduct a pre-contact composition assessment	Orange County will conduct a pre-contact composition assessment that is representative of the 30,000 households to establish baseline contamination rate
March - May 2020	Info Cards/Top-Issue Mailed	
April - August 2020	Tagging Team deployed in field for tagging 2.0 to begin	Phased Approach Goal to reach 30,000 households.
September 2020	Conduct a post-contact composition assessment	Orange County will conduct a post-contact composition assessment that is representative of the 30,000 households to establish impacts to contamination rate due to tagging program
October 2020	Project Complete	

Reporting and Measurement Plan:

Contamination rates:

- The Partnership will work jointly with Orange County to develop a pre and post-program recycling composition study to obtain a detailed understanding of the project impacts. The scope and scale of the sort will be determined based on staff resources and available budget and may entail a contract amendment, if appropriate.

Participation rates:

- Orange County will document and report out the participation rates of the target areas throughout the duration of the project.

Set out rates:

- Orange County will document and report out the set out rates of the target areas throughout the duration of the project.

Tagging rates

- Orange County will document and report weekly tagging occurrences throughout the duration of the project.

Tonnage

- Orange County will provide :
 - Tonnage data for the 12 months prior to program implementation.
 - Monthly tonnage data during the program implementation.
 - Tonnage data for 6 months after program implementation.

Contamination

- Orange County will work with the Partnership to provide:
 - The amount of rejected loads pre- and post-contact.
 - The amount of contamination by tagging route pre- and post-contact.

Program Costs:

- Orange County will provide:
 - Overall program cost information (including consultant and labor costs) to support development of a per household cost for the program.