



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 07/29/2015**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 07/13/2015**

**ISSUE:**

14. Request for Approval of Grant Award and Agreement – Education and Technical Assistance Services for Environmental Services Division; The Recycling Partnership, Inc. and Budget Increase in the Amount of \$125,000. (Cindy Padilla and Lawrence Garcia)

**FINANCE COMMITTEE ACTION:**

Approved as Consent item.

**FUNDING SOURCE: 52251.561850 & 52265.572400**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	Acting Chair X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Excused		

06/29/2015

**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING OF 7/1/15**

**ISSUE NO. 16**

Grant award from the Recycling Partnership in the amount of \$264,000.00 (\$125,000.00 cash award and \$139,000.00 education and outreach and technical support). (Cindy Padilla and Lawrence Garcia)

- a. Request for approval of Budget Increase in the amount of \$125,000.00 for the purchase of Single-Stream automated recycling collection cars, and educational materials.

Public Utilities Committee – 7/1/15  
 Finance Committee – 7/13/15  
 City Council – 7/29/15

**PUBLIC UTILITES COMMITTEE ACTION: Motion to accept Grant Award and approve the BAR was Approved**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR			
COUNCILOR MAESTAS	x		
COUNCILOR BUSHEE	x		
COUNCILOR DIMAS	x		
COUNCILOR IVES	x		



RecyclingPartnership.org

July 13, 2015

Cindy Padilla  
Director  
Environmental Service Division  
City of Santa Fe  
1142 Siler Road  
Santa Fe, NM 87507

Dear Cindy,

On Friday, May 22, 2014, the Recycling Partnership informed the City of Santa Fe, NM of its selection to receive a \$125,000 grant plus technical assistance support to purchase 95 gallon recycling roll carts for all serviced households. A draft contract agreement between the City of Santa Fe and the Recycling Partnership was subsequently sent for review on June 3, 2015. Recycling Partnership staff found the City's proposal to be a very solid approach to transitioning from bins to recycling roll carts and our membership easily approved the City for a grant because of the quality of the proposal received.

This letter is in follow-up to recent changes to the City of Santa Fe's funding of the proposed recycling program improvements. We understand that the City's funding source to cover cart costs has changed and that change may delay the timeline outlined in the terms of the Recycling Partnership grant contract. With the understanding that finding a new funding option may take more time, and in good faith with our desire to partner with the City and see the proposed improvements more forward, we are offering an extension of the \$125,000 grant contract for an additional six (6) months. If the City of Santa Fe is unable to provide a new timetable for the cart delivery and an outline of how the program will be fully funded by January 13, 2016, The Recycling Partnership will unfortunately need to rescind the grant offer.

Our organization's members were enthusiastic to receive Santa Fe's grant proposal for a number of reasons. Not only will the addition of carts increase the amount of material recovered by close to 58 percent, the City of Santa Fe will be making improvements that will lead to long term savings for the community. The long-term savings from transitioning to carts, which also assist in paying for the carts, include the following.

- Decreased cost of collection through:
  - compaction, thus more efficient routing resulting in less fuel usage and manpower; and,
  - decreased worker's compensation claims and premiums.
- Decreased waste disposal costs through:
  - less garbage collected on route, thus shorter routes; and,
  - savings in landfill tip fees.

According to our calculations, the City of Santa Fe has the potential to decrease landfill tip fees by \$40/ton of material diverted, which could equate to \$80,000 per year through automated cart based collection. Not only is that money being directly saved by the City, but

the landfill space it saves is priceless in terms of the challenges associated with citing and permitting new landfill space. The value of transitioning to carts is multi-layered and includes economic, environmental, and quality of life benefits to the City, elected officials, residents, and recycled material end markets.

We are looking forward to continuing our partnership with the City of Santa Fe and will continue to support this transition in any way we can. Please let us know if we can provide anything further to assist in this process moving forward over the next six months.

Sincerely,



Karen Bandhauer  
Project Director  
The Recycling Partnership

# City of Santa Fe, New Mexico

# memo

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Date: July 1, 2015  
To: Public Utilities Committee  
Via: Nick Schiavo, Public Utilities Department and Water Division Director <sup>NSA</sup>  
From: Cindy Padilla, Environmental Services Division Director 

Environmental Services Division  
*Dedicated to the protection of our environment, our community, and our people*

Subject: Approval of Grant Award from the Recycling Partnership in the Amount of \$264,000.00; \$125,000.00 in cash and \$139,000.00 in-kind services for education and technical support.  
Approval of Budget Increase for FY 15/16 in the amount of \$125,000.00

## Background:

The Division applied for a grant to the Recycling Partnership (formerly Curbside Value Partnership) on April 15 to support the implementation of the automated single-stream recycling program. We received notice of award on May 22, 2015. The Recycling Partnership is a national non-profit designed to grow participation in curbside recycling programs. The City of Santa Fe was one of four national recipients. The Partnership has three funding categories based on number of households. The City of Santa Fe falls under the first category, "fewer than 50,000 serviced households".

The \$125,000.00 cash award will be used to support the purchase of the carts (\$100,000.00) and to support the outreach and education (\$25,000.00). Distribution of grant funds is on a reimbursement basis. The in-kind services to be received from the Recycling Partnership are valued at up to \$139,000.00. The Recycling Partnership has developed an outreach campaign, Curbside Access = Recycling Tonnage (CART). This campaign will be used to support the City's education and outreach program and will be deployed two to three months prior to the rollout of the carts. Technical assistance provided includes review of truck and cart specifications, routing and cart distribution techniques, operational timelines, etc.

Attached please find the letter of award and the contract for approval.

ACTION REQUESTED:

Approval of the receipt of grant award from the Recycling Partnership in the amount of \$264,000.00. (\$125,000.00 cash award and \$139,000.00 in-kind services for education and technical assistance.

Approval of budget increase for FY 15/16 in the amount of \$125,000.00, in the following business unit and line items:

Business Unit 52251.561850	Printing and Publishing	\$ 25,000.00
Business Unit 52265.572400	Inventory Exempt	\$100,000.00



RecyclingPartnership.org

June 1, 2015

Dear Ms. Padilla:

Enclosed is a copy of the Grant Agreement between the City of Santa Fe and The Recycling Partnership ("Partnership").

Invoices or matters regarding work to be performed under the terms of the Grant Agreement should be directed to Karen Bandhauer, Partnership Project Director, at [kbandhauer@recyclingpartnership.org](mailto:kbandhauer@recyclingpartnership.org) or (970) 682-1662.

Should you have any questions regarding the Grant Agreement, please contact me at (864) 760-8828.

Sincerely,

Keefe Harrison  
Executive Director

Enclosure

**GRANT AGREEMENT**

This Grant Agreement is hereby made and entered into on the \_\_\_ day of \_\_\_\_\_, 2015, by and between The Recycling Partnership, Inc. ("Partnership") and the City of Santa Fe, New Mexico ("Grantee"), which are referred to collectively herein as the "Parties."

1. **Grant Agreement Documents:** The Grant Agreement consists of this document and its attachments, which includes and hereby incorporates by reference (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 all prior oral and written statements. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. **Term:** The Grant Agreement shall be effective during the Grant Period, which begins on \_\_\_\_\_, 2015 and ends on \_\_\_\_\_, 2016, unless the Parties agree in writing to extend the Grant Period.

3. **Grantee's Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee's Work Plan as set out in Attachment B.

4. **Partnership's Duties:** The Partnership shall make a cash grant to the Grantee in the amount of ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000) (the "Grant") in the manner specified herein and subject to the conditions set forth in Paragraph 5 hereof. 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 \$139,000. The amounts set forth below represent the Partnership's intended distribution of the Grant and provision of in-kind resources to the Grantee:

Location	Carts	Education and Outreach	Technical Assistance	Champlon Building	Total
Santa Fe, MI	\$100,000	\$25,000 plus access to education campaign materials (valued at \$100,000)	Dedicated support from the Partnership (valued up to \$30,000)	Dedicated support from the Partnership (valued up to \$9,000)	\$125,000 (plus up to \$139,000 in assistance and support)

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. The Grantee estimates that it will make the following expenditures to complete Grantee's Work Plan:

Local Funding: 29,986 carts	\$1,399,300
Grantee: Education and Outreach Funding	\$62,000
<b>Total:</b>	<b>\$1,461,300</b>

5. **Distribution Provisions:** On a quarterly basis, the Partnership shall distribute Grant proceeds 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. The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices documenting allowable expenditures. The Partnership shall make distributions by check payable to the order of "The City of Santa Fe" and mail such checks to:

Attn: Finance  
 City of Santa Fe  
 1142 Siler Rd.  
 Santa Fe, New Mexico 87507

6. **Invoices:** As described in the section of Attachment A captioned "Reporting," the Grantee shall submit quarterly reports to the Partnership, which shall include invoices of allowable expenditures for which the Grantee is seeking reimbursement for the applicable quarter. The Grantee's final invoices must be received by the Partnership with the Grantee's Final Report, as described in the "Reporting" section of Attachment A. With respect to all invoices submitted to the Partnership, the Grantee shall determine the validity and accuracy of payment, payment due date and adequacy of documentation supporting payment.

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

Partnership Executive Director:	Partnership Project Director:	Grantee Key Personnel:
Keefe Harrison Executive Director Telephone: (864) 760-8828 Cellphone: (650) 712-1703 Email: kharrison@recyclecurbside.org	Karen Bandhauer Project Director Telephone: (970) 682-1662 Cellphone: (970) 672-7660 Email: kbandhauer@recyclecurbside.org	Lawrence Garcia Project Director Telephone: (505) 955-2241 Email: lmgarcia@santafenm.gov

8. **Changes and Amendments:** Any changes in the scope of the Grant Agreement that increases or decreases the amount distributable to the Grantee are not effective until approved in writing by the Executive Director of the Partnership. The Grant Agreement may be amended or modified in a writing signed by the Parties.

9. **Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to bind his or her principal to the terms of this Grant Agreement.

10. **Subject-to-Appropriations:** All payments and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Council of Grantee;

consequently, this Grant Agreement shall bind the Grantee only to the extent that the City Council appropriates sufficient funds for the Grantee to perform its obligations hereunder.

City of Santa Fe, New Mexico

The Recycling Partnership, Inc.

By \_\_\_\_\_  
Javier M. Gonzales, Mayor

By \_\_\_\_\_  
Keefe Harrison, Executive Director

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

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

Attest:

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

Approved as to Form:

MDM 6/12  
\_\_\_\_\_  
Kelley A. Brennan, City Attorney

Approved:

\_\_\_\_\_  
Oscar Rodriguez, Finance Director  
Business Unit/Line Item: \_\_\_\_\_

## Attachment A: Terms and Conditions

### General

- a. **Termination:** Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. In the event the Grant Agreement is terminated, the Grantee will receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination within thirty (30) days of the Grantee's submission of invoices in accordance with Paragraphs 5 and 6 of the Grant Agreement.
- b. **Termination for Cause:** If the Grantee fails to substantially fulfill in a timely and proper manner the obligations under this Grant Agreement, 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 receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination as set forth in Paragraph a above.
- c. **Recycled Paper:** The Grantee shall strive to ensure that all publications produced as a result of this Grant Agreement are printed double-sided on recycled paper.
- d. **Lobbying:** The Grantee shall not use or appropriate any funds received from the Partnership 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 details in the Grantee's Work Plan and make sufficient progress toward that end.

### Costs and Extensions

- f. **Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Executive Director of the Partnership.
- g. **Travel Expenses:** All travel, lodging, and subsistence costs are included in the total amount of the Grant and no additional distributions will be made by the Partnership in excess of the Grant amount.
- h. **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 Executive Director of the Partnership at least sixty (60) days prior to the end of the Grant Period.

### Cart Grant Requirements

- i. **Collection Frequency:** Communities must collect recyclables on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon cart is required.
- Bi-Weekly collection: 93+ gallon cart size is required.

j. Cart Distribution: Carts must be distributed to residents free of charge and in accordance with existing policies and procedures of the Public Works Department of the City of Santa Fe. For example, residents who have destroyed their carts may be charged a fee for a replacement cart.

k. RFID (Radio Frequency Identification) Tags: The Grantee will acquire and distribute carts with embedded RFID tags.

#### **Working with the Partnership**

l. Technical Assistance: The Grantee agrees to work with the Partnership and/or a contractor hired at the Partnership's sole expense during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

m. Material Collection: The Grantee shall work with its material recovery service provider and the Partnership and/or a contractor hired at the Partnership's sole expense to evaluate the current mix of materials collected residentially and consider the inclusion of other materials as appropriate in curbside collection.

n. Press Events: The Grantee agrees to participate in local press events related to the Partnership, which may include, but is 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.

#### **Reporting**

- o. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:
- The Grantee shall deliver to the Partnership quarterly progress reports, via the Re-Trac online reporting system, through the end of the Grant Period.
  - The Grantee shall provide monthly tonnage data for at least six (6) months after all carts are distributed.
  - The Grantee shall submit a draft final report to the Partnership at least thirty (30) days prior to the end of the Grant Period and a final report is required to be submitted within sixty (60) days of the end of the Grant Period.
  - The Partnership seeks to capture data that supports the Partnership's model of carts, education and outreach, and technical assistance in driving increased recovery rates. Therefore, if carts are distributed in the final three (3) months of the Grant Period, a nine (9) month no-cost grant extension shall be added to the Grant Period for metric reporting purposes only.
  - All reports shall be submitted electronically to the Partnership via the Re-Trac online reporting system.

## Attachment B: Grantee's Work Plan

### Contact Information:

Lawrence Garcia  
Telephone: (505) 955-2241  
Email: [lmgarcia@santafenm.gov](mailto:lmgarcia@santafenm.gov)

### Project Description:

This project is intended to result in a transition from a bin-based collection program to a cart-based program. As part of the project, the Grantee will (i) provide carts to all 29,986 serviced households by May 2016, through a contractor selected in accordance with applicable public procurement laws, (ii) support the project with effective education and outreach via the Partnership's Grant and technical assistance, and (iii) evaluate with the Partnership the impact of the switch to carts on quantity and quality of material diverted. The Grantee proposal submitted to the Partnership shall serve as the workplan.

### Measurement Plan:

A baseline will be developed to monitor progress during the Grant Period. The baseline will be developed using monthly tonnage data for the past 2-3 years. The Grantee commits to providing the Partnership with monthly tonnage data for municipal solid waste, recyclables, and green waste (if applicable) for at least six (6) months after carts are distributed. The Grantee will also work with the Partnership to evaluate contamination and participation rates of recovered materials. Measurement data will be provided to the Partnership until at least six months after (1) cart roll out is complete, or (2) the end of the Grant Period, whichever occurs first.

### Public Outreach Plan:

The Grantee will work closely with the Partnership to develop and implement an effective education and outreach campaign utilizing the Switch to Carts module and technical support provided by the Partnership. The Grantee will partner closely to maximize the educational efforts and materials developed during this campaign.

### Anticipated Implementation Timeline:

The following timeline represents the Grantee's current estimation of when the carts will be distributed to residents of the City of Santa Fe:

- Marketing program and operational assistance begins as soon as possible after the Grant Period begins.
- October, 2015: Carts ordered.
- April, 2016: Carts distributed.
- May 2016 to October 2016: Reporting results

### Anticipated Budget:

RECYCLECURBSIDE.ORG 125 Rowell Ct Falls Church, VA 22046

A copy of any invoices for which the Grantee seeks reimbursement should be attached to the quarterly report.

The following anticipated budget represents the Grantee's current estimation of its expenditures to implement Grantee's Work Plan. Notwithstanding any provisions of the Grant Agreement to the contrary, the Grantee must seek approval from the Partnership only for any material changes to the expenditures reflected in the anticipated budget. A material change is one causing a change in excess of ten percent (10%) of the amounts to be expended in any particular category.

	Local Funding	State Funding	Other Funding	Recycling Partnership Funding	Total
RFID recycling carts/delivery	\$1,399,300			\$100,000	\$1,499,300
Education outreach	\$62,000			\$25,000	\$87,000
<b>TOTAL</b>	<b>\$1,461,300</b>			<b>\$125,000</b>	<b>\$1,586,300</b>

