



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
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October 9, 2023

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Amendment to the Request to Accept and Appropriate the FY 2023 Recycling Quality Improvement Grant

The Recycling Partnership has awarded the City of Detroit Department of Public Works (DPW) with the FY 2023 Recycling Quality Improvement Grant, valued at \$325,000.00. This is a non-cash grant. There is no match requirement. The total project cost is \$325,000.00. The request to accept and appropriate this funding was previously approved by council on August 31, 2023. The funder has amended the terms of the agreement by changing the cash portion of the grant to a non-cash award. The original agreement included a cash grant amount of \$200,000.00 and a non-cash grant amount of \$125,000.00. This request is to accept the amended agreement for a total non-cash value of \$325,000.00.

The objective of the grant is to improve the quality of DPW's Residential Recycling Program, including improvement in resident engagement and materials recovery. The funding allotted to the department will be utilized to print mailers and distribute for an educational campaign, and to deploy AI cameras on collection trucks that will be used to track and identify recyclable material. The in-kind services will include access to Recycling Partnership educational campaign materials and design resources as well as dedicated technical assistance from Recycling Partnership staff.

If approval is granted to accept and appropriate this funding, the appropriation number is 21261.

I respectfully ask your approval to accept and appropriate this funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
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Terri Daniels
Director of Grants, Office of Development and Grants

DocuSigned by:
Donald R. Johnson
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Office of Budget

CC:
Sajjiah Parker, Assistant Director, Grants



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Department of Public Works (DPW) is requesting authorization to accept a non-cash grant from the Recycling Partnership, in the amount of \$325,000.00, to improve the quality of DPW's Residential Recycling Program, including improvement in resident engagement and materials recovery; and

WHEREAS, the request to accept and appropriate this funding was previously approved by council on August 31, 2023; and the funder has amended the terms of the agreement by changing the cash portion of the grant to a non-cash award; and the original agreement included a cash grant amount of \$200,000.00 and a noncash grant amount of \$125,000.00; and

WHEREAS, this request is to accept the amended agreement for a total non-cash value of \$325,000.00; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the amended grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21261, in the amount of \$325,000.00, which will be a non-cash appropriation for the FY 2023 Recycling Quality Improvement Grant.

**AMENDMENT
TO
RECYCLING PARTNERSHIP GRANT AGREEMENT**

This amendment (“Amendment”) to the Recycling Partnership Grant Agreement (“Grant Agreement”) with an Effective Date of September 5, 2023 by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Detroit, Michigan (“Grantee”) is hereby made and entered into on the last date of execution below (“Amendment Effective Date”). The Partnership and the Grantee are referred to collectively herein as the “Parties” and individually as a “Party.”

WHEREAS, the Grant Agreement is incorporated by reference as if fully set forth herein;

WHEREAS, the Parties wish to amend certain provisions of the Grant Agreement to allow grant funds to be paid directly to vendors hired by The Partnership; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Grant Agreement.

THEREFORE, in consideration of the promises and the undertakings of the Parties herein set forth, the Parties agree as follows:

I. Paragraph 4 of the Grant Agreement is hereby amended and restated in its entirety as follows:

4. Duties of Partnership and Grantee: The Partnership shall make cash grants to vendors hired by The Partnership in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) to support the improvement of the Program (as defined in section c of Attachment B) materials quality, resident engagement, and materials recovery from Grantee’s residential Program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in section g of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) (the “Services”). The purpose of the Services is to support the Grantee’s Program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including Program outreach collateral. The amounts set forth below represent The Partnership’s intended distribution of the Services to the Grantee.

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

In exchange for the Cash Grants and Services from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the Program that is the subject of this Grant Agreement and commit to providing metrics as set out in this Grant Agreement, in the Grantee's Workplan as set out in Attachment B, and under the conditions set forth in Attachment A.

II. Paragraph 5 of the Grant Agreement is hereby amended and restated in its entirety as follows:

5. Distribution Provisions: As provided in section s of Attachment A, The Partnership will make payments directly to the vendors hired by The Partnership in support of the Project and/or to perform the measurement activities as described in section d of Attachment B and to provide the technology used for the Program. No Cash Grants will be made to the Grantee.

III. Paragraph 6 of the Grant Agreement is hereby amended and restated in its entirety as follows:

6. Invoices: The Partnership will directly pay invoices of vendors hired by The Partnership in support of the Project and/or to perform measurement activities and technology supporting the Program as provided in section s of Attachment A.

IV. Section a of Attachment A to the Grant Agreement is hereby amended and restated in its entirety as follows:

a. Termination: Either Party may terminate this Grant Agreement in writing with thirty (30) days prior notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons or cure any default. If the Grantee fails to cure the default or mitigate the problem identified in the notice, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving an additional written notice to the Grantee of such termination and the effective date of such termination.

V. Section g of Attachment A to the Grant Agreement is hereby amended and restated in its entirety as follows:

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for Cash Grants unless approved in writing by The Partnership's Director of Community Programs.

VI. Section k of Attachment A to the Grant Agreement is hereby amended and restated in its entirety as follows:

k. Educational Best Practices: The Partnership utilizes a behavior change approach to recycling education and outreach. The Partnership's best practices consist of a direct mailer to all City of Detroit residents with information about acceptable materials and informational cart tags that address recycling contamination, while providing direct feedback to City of Detroit residents. At a minimum, grant funds allocated for education and outreach shall be utilized by The Partnership for the procurement of direct-to-resident communications. The Grantee shall cooperate with The Partnership in support of the design and implementation of the education and outreach campaign. Finally, the Grantee shall update its websites with updated messaging and information about the public recycling services in its jurisdiction based on recent work with The Partnership to include, at a minimum, a listing of acceptable materials, how to secure additional information about recycling collection schedules, requirements about recycling containers, and how City of Detroit residents may obtain Grantee-issued recycling containers.

VII. Section r of Attachment A to the Grant Agreement is hereby amended and restated in its entirety as follows:

r. Withholding of Cash Grants and/or Services: The Partnership may withhold making Cash Grants and/or providing Services if the Grantee does not meet its reporting obligations as set out in section q of this Attachment A. It is acknowledged by both Parties that select reporting requirements, including the requirement to provide one full year of post-implementation monthly waste and recycling data and the requirement to perform five (5) years of annual reporting in the MMP system, may be scheduled to take place after the project is complete and all eligible grant proceeds have been distributed. The Grantee commits in good faith to meet these future reporting obligations and to work with The Partnership to resolve any questions about the data submitted in these reports even though this may take place after the term of this Grant Agreement.

VIII. Section g of Attachment B to the Grant Agreement is hereby amended and restated in its entirety as follows:

g. Project Budget and Grant Funding: The amounts set forth in the table below represent The Partnership's intended distribution of grant funding.

Quality Improvement Grant Element	Recycling Partnership & EGLE Grant Funding Paid Directly to Grantee	Recycling Partnership Grant Funds Paid Directly to Vendors	Total
AI Camera installation and deployment during pilot period		\$150,000	\$150,000
Info Mailer Printing and Postage **		\$25,000	\$25,000
Signage (e.g., trucks, bus stops, buses, public spaces, drop off containers)	NA		NA
Social Media Boosting/Website (If unsure, \$5,000 is a good budget) **	Local Match		Local Match

Oops mailers printing and Postage **		\$25,000	\$25,000
Top Issue Direct Mailer Printing and Postage **	NA		NA
TRP Tag app (curbside programs only), \$1,000/community set up fee & \$100/month usage fee	NA		NA
Online Digital Communication Platform (e.g., Recollect, Recycle Coach, Recycle by City, etc.), approx. \$0.25/HH	NA		NA
Drop off site security solutions (e.g., fencing, cameras, etc.)	NA		NA
Other educational efforts			
Total		\$200,000	\$200,000

** indicates required pieces within the grant program

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors. Upon mutual agreement of the Parties, the final allocation of grant funding may be adjusted between expense categories as necessary, as long as the budget does not exceed the maximum allocation of FOUR DOLLARS (\$4) per household for quality improvement or the total amount of grant funding. The actual amount of grant funding will be based on actual amounts paid to vendors hired by The Partnership, and the total amount of grant funding shall not exceed the amount specified in Paragraph 4 of this Grant Agreement.

IX. This Amendment and the Grant Agreement contain the entire understanding between the Parties and supersedes any and all prior agreements, understandings, and arrangements whether written or oral between the Parties with respect to the matters contained in the Grant Agreement and this Amendment. No amendments, changes, modifications, or alterations of the terms and conditions of this Amendment or the Grant Agreement shall be binding upon either Party, unless made in writing and signed by an authorized representative of each Party.

X. All other terms and conditions of the Grant Agreement shall remain in full force and effect and shall apply to this Amendment.

XI. This Amendment may have multiple signature pages signed separately in different locations which, when together, shall be considered one and the same Amendment. Each Party is permitted to deliver this Amendment to the other Party by sending a copy of their signed signature pages via facsimile or as an attachment in portable document format (PDF) or other email attachment format, e-signature, to an email addressed to the other Party.

*** SIGNATURES TO FOLLOW ON NEXT PAGE ***

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

The Recycling Partnership, Inc.

By: _____

Jill Martin, Director of Community Programs

Date: _____

City of Detroit, Michigan

By: _____

Oladayo Akinyemi, DPW Deputy Director

Date: _____