

**AGREEMENT BETWEEN  
THE RECYCLING PARTNERSHIP AND THE CITY OF OLYMPIA, WA**

This Agreement (“Agreement”) is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc., with a principal place of business located at 20 F Street, NW, 7<sup>th</sup> Floor, Washington, DC 20001 (“The Partnership”), and the City of Olympia, Washington, a Washington municipal corporation, organized pursuant to the laws of the State of Washington, with a principal place of business located at 601 4<sup>th</sup> Ave E, Olympia, WA 98501 (the “City”), which are referred to collectively herein as the “Parties” and each individually as a “Party.”

**RECITALS**

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the City is a local government in the State of Washington that intends to improve curbside recycling programs;

WHEREAS, The Partnership has entered into an agreement (the “Services Agreement”) with the State of Washington Department of Ecology (“Ecology”), under which The Partnership will receive funds from Ecology (the “Funds”) for planning and executing a statewide cart tagging campaign to educate Washington residents about recycling best practices and reducing contamination in the residential curbside recycling stream, including the Project (defined below). The Partnership will expend Funds for the benefit of the City pursuant to the terms and conditions of the Services Agreement to support the Project in accordance with this Agreement. The City will assist The Partnership with complying with its obligations under the Services Agreement;

WHEREAS, the City desires to improve curbside recycling services and resident engagement in the City by using smart camera technology from Prairie Robotics (the “Smart Camera Technology”) to manage contamination and engaging in an education and outreach effort with the goal of establishing the City’s residential curbside recycling program (the “Project”);

WHEREAS, the Parties have determined the Project will improve the collection of recyclables from the City’s residential households;

WHEREAS, The Partnership has determined the Project will improve residential curbside recycling, reduce contamination and provide environmental benefits and thereby further its charitable purposes within the meaning of Code Section 501(c)(3);

WHEREAS, The Partnership desires to further its charitable purposes by purchasing the Smart Camera Technology for the benefit of the Project, and providing access to resources, Partnership staff time, and other in-kind services (the “In-Kind Services”) to the City to support the Project; and

WHEREAS, the City is willing to accept Smart Camera Technology and the In-Kind Services from The Partnership under the terms and conditions of this Agreement, including, but not limited to, sharing recycling data and other information related to the Project with The Partnership as the Parties shall reasonably agree.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Agreement Documents; Entire Agreement:** This Agreement consists of this document and the Work Plan (Attachment A). This Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** This Agreement shall be effective during the Project Period, which begins on the Effective Date and shall remain in effect until the completion of all obligations of both Parties under this Agreement, unless the Parties agree to terminate this Agreement as set forth on Attachment A or amend this Agreement as provided herein.
- 3. Availability of Funding:** The Partnership's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, The Partnership, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate this Agreement subject to new funding limitations and conditions. The Partnership may also elect to suspend performance of the Agreement until The Partnership determines the funding insufficiency is resolved. The Partnership may exercise any of these options with no notification restrictions, although The Partnership will make a reasonable attempt to provide notice.
- 4. Duties of Partnership:** Subject to the City satisfying the terms and conditions of this Agreement and the availability of funding, The Partnership shall expend Funds in support of the Project as detailed in Attachment A. All Funds expended by The Partnership will be paid directly to third party vendors (the "Vendors"). This Agreement does not obligate The Partnership to distribute any Funds to the City.

During the Project Period, The Partnership shall also provide the City with access to the In-Kind Services. The purpose of the In-Kind Services is to support the Project through the provision of technical support for strategic planning, program assessment, program implementation, measurement activities, and recycling education and outreach including graphic design and recycling program educational and outreach material development. The In-Kind Services that The Partnership may provide to the City are listed below.

Description of In-Kind Services from The Partnership
Access to Partnership educational campaign materials
Dedicated technical assistance and education and outreach campaign design support from Partnership staff

- 5. Duties of City:** In exchange for the expenditure of Funds by the Partnership and the In-Kind Services, the City shall take reasonable and appropriate steps to substantially complete the Work Plan and adhere to the timeline and objectives detailed in Attachment A. The City will commit staff time and

resources for the planning and implementation of the Project, including reviewing and approving Partnership-designed educational materials, producing and distributing educational materials, installing Smart Camera Technology, and providing additional support as the Project requires in the Work Plan set out in Attachment A, and under the conditions set forth in Attachment A.

The City will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan set out in Attachment A.

**6. Distribution Provisions:** As provided for in Attachment A, The Partnership will make payments of Funds directly to the Vendors paid by The Partnership, to purchase Smart Camera Technology and to print, distribute, and/or translate educational materials or perform other services in connection with the Project. Funds may be distributed to Vendors for the Project by check or direct deposit, as The Partnership and a Vendor shall mutually agree prior to the distribution of Funds.

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

**8. Extensions:** The Partnership may grant extensions of time for the City to perform its obligations hereunder, but such extensions are not guaranteed. If the City desires an extension, the City shall submit a written request to The Partnership's primary and secondary contacts set out in Paragraph 13 hereof at least thirty (30) days prior to the due date of an obligation.

**9. Technical Assistance:** The City agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Project Period.

**10. Educational Best Practices:** The Partnership utilizes a behavior change approach to recycling education and outreach. The best practices related thereto consist of sending recycling education materials to all serviced residents with information about acceptable materials and informational for residential curbside recycling that reinforce acceptable materials and address recycling contamination. At a minimum, The Partnership requires that education and outreach be used toward the procurement of direct-to-resident communications. The Partnership further requires that the City cooperate with The Partnership in support of the design and implementation of the education and outreach campaign. Finally, The Partnership requires that the City 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 as well as information about residential curbside recycling requirements and services.

**11. Publicity and Logo Usage:** The City may make public information regarding this Agreement and the Project at any time after the Effective Date and in a manner which it deems appropriate, subject to the restrictions herein. This requirement is not intended to limit or otherwise restrict the City's public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about this Agreement and the Project. The City agrees to submit to The Partnership and Ecology all advertising and publicity matters relating to this contract wherein The Partnership and Ecology's name is mentioned or language is used from which the connection of The Partnership or

Ecology's name may, in The Partnership's or Ecology's judgment, be inferred or implied. The City agrees not to publish or use such advertising and publicity matters without the prior written consent of Ecology and The Partnership. The City will not use The Partnership's name, logo or other intellectual property in any way without prior written consent from The Partnership.

**12. Vendors Paid by The Partnership:** The Partnership will hire Vendors and distribute Funds directly to Vendors for the purpose of purchasing Smart Camera Technology, mailers and oops tags in support of the Project. Such Vendors shall be hired to provide various goods and services, including, but not limited to, printing, mailing, and translation services for the Project as set forth in Attachment A. It is expressly understood and agreed that each Vendor hired under this Agreement shall be and operate as an independent contractor and not as an agent, representative, or employee of the City or The Partnership. Any Vendor hired will have the exclusive right to control the details of its operations and activities and will be solely responsible for the acts and omissions of its officers, agents, servants, employees, and subcontractors. It is further understood that neither the City nor The Partnership will in any way be considered a co-employer or joint employer of any vendor or any officers, agents, servants, employees, contractors, or subcontractors of a vendor. No Vendor, or officers, agents, servants, employees, contractors, or subcontractors of any Vendor hired under this section will be entitled to any employment benefits from the City or The Partnership. The Partnership shall notify the City in writing of its intent to hire Vendors and shall include the City in the process to integrate the services to be provided by such Vendors into the Work Plan as outlined in Attachment A. Such Vendors shall provide evidence of commercially reasonable insurance for the services provided which shall, at a minimum, meet the insurance requirements set forth in Section 9 of the Services Agreement.

**13. Notices:** All notices required by the terms of this Agreement to be sent to each Party must be delivered by email with a read receipt requested to each Party's respective primary and secondary contacts set out in below.

Primary Partnership Contact:	Secondary Partnership Contact:	City Contact:
Jill Martin, Director of Community Programs Telephone: (920) 540-0179 Email: jmartin@recyclingpartnership.org	Samantha Longshore, Community Program Manager Telephone: 414-439-3950 Email: slongshore@recyclingpartnership.org	Gary Franks, Waste ReSources Director Telephone: 360-753-8780 Email: gfranks@ci.olympia.wa.us

**14. Changes and Amendments:** This Agreement may be amended in a writing signed by the Parties.

**15. Assignment, Successors and Assigns:** Neither Party may transfer, delegate or assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Agreement will inure to the benefit and will be binding upon the City and The Partnership and their respective permitted successors and assigns.

**16. Termination:** The Partnership may suspend or terminate this Agreement without cause upon written notice to the Grantee, including but not limited to if The Partnership's contract with Ecology is

suspended or terminated. If the City fails to substantially fulfill its obligations under this Agreement in a timely and proper manner, The Partnership may provide written notice to the City of its intent to terminate this Agreement. Such notice shall specify the reasons for termination and allow the City thirty (30) days to mitigate any specified reasons. If the City fails to cure such breach within the thirty (30) day period, as determined by The Partnership in its sole discretion, The Partnership may terminate this Agreement by giving written notice to the City of such termination and the effective date of such termination. If The Partnership fails to substantially fulfill its obligations under this Agreement in a timely and proper manner, the City may provide written notice to The Partnership of its intent to terminate this Agreement. Such notice shall specify the reasons for termination and allow The Partnership thirty (30) days to mitigate any specified reasons. If The Partnership fails to cure such breach within the thirty (30) day period, the City may terminate this Agreement by giving written notice to The Partnership of such termination and the effective date of such termination, *provided that*, the provisions of Attachment A, Section c (Measurement Plan) shall survive such termination and the City shall be obligated to fulfill all requirements therein.

**17. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Agreement.

**18. Electronic Signatures and Electronic Records:** The Parties consent to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature that are related to this Agreement, may be signed electronically and the Parties agree not to deny the legal effect, enforceability, or admissibility of this Agreement solely because it is in electronic form.

**19. Public Information:** This Agreement subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

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

THE RECYCLING PARTNERSHIP, INC.

CITY OF OLYMPIA, WASHINGTON

By: Samantha Longshore  
Samantha Longshore  
Community Program Manager

By: \_\_\_\_\_  
Steven J. Burney  
City Manager

Date: 04/08/2025

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

Approved as to Form:

Michael M. Young  
Senior Deputy City Attorney

## Attachment A: Work Plan

**a. Background:** The City is a municipal government in the State of Washington providing solid waste and recycling services to approximately 16,000 single-family type households.

**b. Project Description:** The City, with the support of grant funding from Ecology and technical assistance from The Partnership, will conduct a recycling contamination reduction project including educational strategies that will target roughly **40%** of single-family households in the community by installing smart cameras on **two of five** residential recycling trucks. The final number of households will be determined upon receipt of household counts per daily route and mutual agreement between the City and The Recycling Partnership of which two truck routes will be covered by the smart cameras.

After The Recycling Partnership confirms that all post-project data has been gathered, the City shall retain ownership of the two smart cameras and installation materials, at no additional cost, and may choose to move cameras or switch trucks to other routes to gather data and provide feedback on other daily routes in the future.

The Partnership has purchased a limited term license for Prairie Robotics' software and support services for the two smart cameras (the "License"). Following the expiration of the License, any future extensions of the License will be at the City's sole expense and the City will be responsible for negotiating a new license agreement directly with Prairie Robotics.

This contamination reduction project will begin by establishing the current contamination and set-out rates of the identified project area through gathering of baseline household-level data utilizing the smart cameras for a minimum of eight weeks (four collection opportunities). Field inspection of recycling carts will be achieved using Smart Camera Technology mounted to collection vehicles. Once the baseline rates are established, The Partnership will assist the City with initiating a public outreach plan using a local press release, an info card mailer to approximately 6,400 targeted households within the project area, and on-demand feedback mailers distributed to households that trigger a contamination notification for a minimum of eight weeks.

The direct-mailed feedback to households will focus on the community's top contaminants and will utilize The Recycling Partnership's existing library of materials, incorporating various proven tools and best management strategies. It is anticipated the Project will be flexible and iterative with the intention of measuring Project performance and adjusting the Project workplan as needed. The collaborative development and implementation of the targeted and customized communication campaign is intended to reduce contamination and increase participation and capture.

*Hybrid approach:* If mutually agreed by the Parties and funding and Project time allows before the June 30 Ecology deadline for in-field activities, after the conclusion of eight-weeks of feedback mailers, any repeat contamination households will be identified and a targeted review of carts with tagging and rejection activities will be implemented to determine if this additional level of feedback provides a benefit at the household level.

After the targeted education campaign concludes, the household-level post-project contamination and set-out rates of the project area will be gathered over a minimum of eight weeks (four collection

opportunities) to determine project outcomes. As with any good program, measurement will be a key component of this work.

**c. Measurement Plan:** Measurement and metrics tracking is very important to Ecology and The Partnership. A measurement plan will ensure results of the contamination reduction program based on the key metrics below, the smart camera technology used, and educational strategies employed.

- Contamination rates:
  - The Partnership will work with the City and MRF to determine the most effective and cost-efficient method of measuring contamination both before, during, and after the quality improvement program.
- Participation, set out, and household contamination rates:
  - Utilizing the smart camera system, the Project will document the rates of the proposed project area for at least eight weeks before, 8 weeks during, and eight weeks after implementation.
- Tonnage:
  - The City will provide the following reports:
    - Tonnage data for the twelve (12) months prior to program implementation,
    - Monthly tonnage data during the program implementation, and
    - Tonnage data for the twelve (12) months after program implementation.

**d. Public Outreach Plan:** The City will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Project. Technical support will be provided by The Partnership as set out in this Agreement. The City will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents to decrease contamination and increase participation and recycling capture in the curbside recycling program. The education campaign will target the single-family households in the proposed project area during the Project using direct mail pieces, as well as concentrated contamination-related direct feedback mailing efforts that address contamination. Additionally, if implemented, the hybrid project approach will include targeted cart tagging and rejection for repeat contamination households.

**e. Graphic Design Edits:** The Partnership will work with Vendors and the City to customize educational materials to fit the needs of the City's campaign for the Project in accordance with the timeline established by the Parties. The City must give at least five (5) days' notice for any edits or changes to educational materials that are to be reviewed by The Partnership. The Partnership will cooperate with Vendors by providing access to Partnership tools, artwork, and images for use by such Vendor. The Partnership will not, however, provide customized design services to such Vendor. The Partnership will work with the City 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. The Project timeline may be delayed if there are approval delays during the two (2) rounds of edits. This may result in the extension of the deadline for Project completion. It is a best practice to have one City staff member serve as the point of contact for the City and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Unless otherwise agreed by the Parties, print buying and approvals are the sole responsibility of the City.

**f. Anticipated Implementation Timeline: 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:

Dates	Milestone
Weeks of Feb. 17 & Mar. 3	Smart camera install & commissioning
Tues., Mar. 18 – Fri., May 2	Measure & establish pre-project baseline data (8 weeks)
Mon., May 5	Press release distributed (info cards to follow on May 6)
Tues., May 13 – Fri., June 27	Feedback mailers (4 collection cycles) <i>*In-field activity &amp; expenses must be completed no later than June 27</i>
Tues., July 8 – Wed., Aug. 22	Measure & gather post-project data (8 weeks)

*Targeted tagging to occur at Olympia's discretion outside of grant program period.*

The period of time during which the Project is implemented as described herein is referred to as the "Project Period."

The Parties acknowledge the difficulty of predicting the exact dates of implementation for the various elements of this Project. The above dates are intended as milestones 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.

**g. Estimated Project Expenditures:** The amounts set forth in the table below represents The Partnership's estimated expenditures to implement the Project as outlined in section b., Project Description.

Project Element	Estimated Partnership Expenditures to Vendors
Smart cameras (including hardware, implementation package, and limited term license for Prairie Robotics software)	\$46,050.00
Feedback mailers (8 weeks)	\$3,840.00
Info card mailers and oops tags	\$4,078.00
<b>Total</b>	<b>\$53,968.00</b>

The Recycling Partnership, at its discretion, will be responsible for payment of all costs associated with the Project utilizing the Funds. It is understood that actual expenses may vary depending on a variety of factors. The City may provide additional match funding to expand the project area and households included upon mutual agreement between the City and The Recycling Partnership.