



2023 Keep America Beautiful Grant Agreement

Keep America Beautiful (“**KAB**”), in partnership with its sponsors is pleased to provide resources to the City of Hampton, Virginia, through its Hampton Clean City Commission (“**Grantee**”) to implement a 2023 KAB Community Improvement Grant for the following projects:

- Cigarette Litter Prevention (\$5,000)
- Cigarette Litter Stands – 18 (in-kind value of \$2,700)
- Cigarette Litter Pocket Ashtrays 200 (in-kind value of \$60)
- Cigarette Litter Auto Ashtrays 200 (in-kind value of \$160)

This Grant Agreement (“**Agreement**”) effective March 9, 2023 (“**Effective Date**”) is entered into by and between Grantee and KAB to confirm the parties’ understanding of the services and benefits as described in this Agreement. KAB and Grantee shall be collectively referred to as the “**Parties.**” The Description of Grant Activities shall set forth relevant background information about Grantee, key performance indicators for goals aligned to the purpose of this Agreement, and any additional commitments of the Parties.

In consideration of the mutual undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

1. Payment

KAB will provide a cash award of \$5,000 in two installment payments, seventy percent (70%) \$3,500 within thirty (30) days of receiving an executed Agreement and the remaining thirty percent (30%) \$1,500 upon the acceptance of a final grant report. KAB will supply 18 cigarette litter stands, with an in-kind value of \$2,700, 200 pocket ashtrays and 200 auto ashtrays with an in-kind value of \$220. Grantee shall use the Grant solely for the designated purposes as set forth in the Description of Grant Activities and subject to Grantee's performance of all requirements under this Agreement.

2. Acceptance

- a. Grantee accepts the above Grant in exchange for the performance of all required actions under this Agreement, including the commitments set forth in the Description of Grant Activities.

- b. Grantee shall use the Grant solely for purposes as described in this Agreement and the Description of Grant Activities and understands that any alternative use of the Grant must be authorized in advance by KAB in writing.
- c. Grantee acknowledges and agrees that the receipt of this Grant does not imply a commitment on behalf of KAB to continue resource support beyond the term listed in this Agreement and/or the Description of Grant Activities.

3. Use of Funds

Grantee shall use the awarded goods, services, and funds in accordance with the project description and budget included in the grant application and further described in Exhibit A. The Grantee will not use grant funds to influence legislation or for any purpose that does not meet the Internal Revenue Service Code provisions for charitable, educational, and scientific purposes. None of the grant proceeds are to be transferred by the grantee to any other organization without the written approval and consent of KAB.

4. Products, Services, and Project Labor

Grantee shall use reasonable care to ensure products and services funded with the grant adhere to the following principles. At a minimum, any employment provided as a result of this grant, fairly and equitably compensates the laborers in the following ways:

- a) There shall be no forced labor (including contractually bound labor without compensation) in the implementation of the project. All work or service which is exacted from any person under the threat of any penalty and for which the person has not offered themselves voluntarily is prohibited.
- b) Adhere to all federal, state, and local labor laws including but not limited to not withholding wages as a means of disciplinary action.
- c) Any youth employed shall, at a minimum, ensure paid workers under the age of 18:
 - i. Are older than the federal or state determined age of completion of compulsory schooling, or 15 years of age, whichever is greater;
 - ii. Do not work in conditions likely to jeopardize their health, safety or morals;
 - iii. Receive protective equipment where relevant;
 - iv. Are paid equivalent wages to other employed project labors;
 - v. Work outside of school hours or does not obligate them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work.
- d) Ensure the project does not use goods and services produced using child labor defined as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that is mentally, physically, socially or morally dangerous to children and/or interferes with their schooling by depriving them the opportunity to attend school.
- e) Ensure that income-generating activities are maximized and economic growth is prioritized for the most vulnerable workers in the Community. Where a project eliminates or diverts existing income-generating activities, the grantee shall ensure the

creation of alternative activities that generate the same or increased income that require similar knowledge and skills. Should loss of employment be greater than creation of new employment as a result of the project, grantee shall describe and justify the situation.

5. Relationship between Parties

This Agreement does not constitute and shall not be construed as creating a partnership, joint venture, or employee/employer relationship between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained herein shall give, or is intended to give any rights to any third person (except that the indemnification of Grantee by KAB and of KAB by Grantee shall extend to their respective, shareholders, officers, directors, employees, agents, management committee members, affiliates, and partners).

6. Trademark License

- a. KAB is the owner of right, title, and interest in and to the marks, "Keep America Beautiful (KAB)," and the KAB logo ("KAB Trademarks"). During the term of this Agreement, KAB hereby grants Grantee a limited, royalty-free, nonexclusive license to use and display KAB Trademarks, with KAB's prior written consent, in a manner that is related solely to the Grant and any promotional activities relating to such Grant. Grantee shall not use KAB Trademarks in any other manner without KAB's prior written consent. In addition, Grantee shall not use KAB Trademarks in any way that would cause a person to reasonably infer that the Parties are affiliated with one another or that either party is acting on behalf of or in endorsement of the other. Except for the trademark provided on the Grant materials, such license shall terminate upon termination of this Agreement. Grantee acknowledges that the provisions of this paragraph do not convey to Grantee any right, title, or ownership interest in any KAB Trademarks. The Parties further agree that nothing herein grants Grantee any rights to any KDP intellectual property of any kind.
- b. Grantee acknowledges its familiarity with the high quality of products and services offered under the KAB Trademarks and agrees to maintain a comparable standard of quality in connection with its use of the KAB Trademarks. Grantee shall comply with all Brand Standards (attached hereto as **Exhibit C**) in connection with its use of the KAB Trademarks, and shall not take any action that could tarnish or harm the goodwill or reputation associated with KAB or the KAB Trademarks.

7. Indemnification, Limitation of Liability and Disclaimer of Warranties

- a. To the extent permitted by Virginia law, the Grantee agrees to defend, indemnify and hold harmless KAB, its directors, officers, employees, agents, successors, and assigns from and against any claim arising out of or related to Grantee's activities under the Grant.
 - b. Limitation of Liability
In no event shall KAB be liable for any indirect, special, incidental, or consequential damages (including lost profits) or expenses arising out of or relating to this Agreement or Grant even if KAB has been advised of the likelihood of such damages.
 - c. Disclaimer of Warranties
 - i. Grantee acknowledges and agrees that KAB makes no warranties or representations as to the availability of resources for the Grant, this Agreement, or any disbursements

hereunder, or the results achieved, if any, from KAB's efforts under this Agreement.
 - ii. Grantee acknowledges and agrees that KAB shall have no liabilities or obligations to Grantee in the event that no results or unsatisfactory results are achieved from KAB's funding or lack of funding under this Agreement.
8. Sovereign Immunity and Governmental Immunity. No provision of the Contract shall constitute or be deemed a waiver of the sovereign immunity or governmental immunity of the City.
9. Non-Discrimination and Anti-Harassment
- a. Grantee, or any person acting on behalf of Grantee, shall not in any manner discriminate against any citizen on account of race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.
 - b. In addition, Grantee, or any person acting on behalf of Grantee, shall not in any manner tolerate any harassment or intimidation of any citizen on account of race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.
 - c. Grantee attests that it has in place a policy regarding adherence to non-discrimination and anti-harassment in relation to laws including but not limited to the Americans with Disabilities Act and Title VII of the Civil Rights Act.
 - d. KAB may cancel or terminate the Agreement, the Description of Grant Activities and the Grant and all money due or to become due under the Agreement may be forfeited if KAB reasonably determines that Grantee has violated the terms of this Section.
10. Conflict of Interest
- a. Grantee attests that it has in place a policy regarding adherence to the Virginia State and Local Government Conflict of Interests Act.

- b. KAB may cancel or terminate the Agreement, the Description of Grant Activities and the Grant and all money due or to become due under the Agreement may be forfeited if KAB reasonably determines that Grantee has violated the terms of this Section.

11. Insurance

Each party shall maintain, at its sole expense, any insurance and/or bonds required by law.

12. Term and Termination

- a. This Agreement shall remain in effect for a period of 12 months from the effective date (“Term”), and shall expire unless extended in writing by both Parties. Grantee agrees to maintain and use the Grant for as long as the items remain in good working order and there is support for the program as described by the Grantee in the grant application. If the program is discontinued prior to December 31, 2023, Grantee will notify KAB and come to a mutual understanding about how the grant items will be used.
- b. KAB may terminate this Agreement, and/or the Description of Grant Activities, and/or discontinue, modify, or withhold Grant payment or items under this Agreement at any time when, upon written notice to Grantee, if Grantee comes under criminal investigation or prosecution, sustains a material financial failure that threatens the execution of the this Agreement, fails to make substantial progress towards completion of the commitments set forth in the Description of Grant Activities, when, in KAB’s judgment, such action is otherwise necessary to comply with requirements of the law or this Agreement, or in KAB’s reasonable judgment Grantee is: (i) in violation of any federal, state or local law or regulation, or (ii) in breach of this Agreement or the Description of Grant Activities and fails to cure such breach within thirty (30) days of receipt of notice from KAB.
- c. In the event the Agreement is terminated under the above circumstances, KAB reserves the right to require Grantee to return all or a portion of the Grant.

13. Record Retention

- a. Grantee shall maintain an accurate record of the Grant received, program metrics, and all expenses incurred under this Grant, and retain such books and records for at least four years after completion of the use of this Grant.
- b. At KAB’s request, and in accordance with the Virginia Freedom of Information Act and other applicable laws, Grantee shall permit reasonable access to its files, records, and personnel by KAB for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Grant as KAB deems necessary.

14. Assignment and Transfer

This Agreement and Description of Grant Activities shall not be transferred or assigned by either Party without prior written consent of the other party.

15. Notices

Any notice required to be given hereunder shall be sent to the addresses as set forth below or at such other address as such Party will have specified in a notice given in accordance with this section:

Keep America Beautiful
c/o Becky Lyons, COO
1010 Washington Blvd, Stamford, CT 06901
blyons@kab.org

Cynthia Harris
Hampton Clean City Commission
1296 Thomas St., Hampton, VA 23669
cfharris@hampton.gov

16. Entire Agreement

The Agreement and its attachments set forth the entire understanding and agreement of the parties, and supersede any and all oral or written communications. No change, modification, or amendment to this Agreement or the Description of Grant Activities shall be valid unless set forth in writing and signed by both parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.

17. Applicable Law and Venue

This Agreement is a Virginia contract and shall be enforced and interpreted exclusively by the laws of the Commonwealth of Virginia. All suits for any claims, breaches, or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.

18. Counterparts

This Agreement may be executed in one or more counterparts. For purposes of executing this Agreement, a document signed and transmitted by e-mail or telecopier is to be treated as an original document. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

IN WITNESS WHEREOF, and in accordance with the provisions outlined above, the parties have executed this Agreement.

By: _____

By: Becky Lyons

Print Name: _____

Print Name: Becky Lyons

Title: _____

Date: _____

Title: COO, Keep America Beautiful

3.27.23

Date: _____



Exhibit A

Description of Grant Activities

Keep America Beautiful supports the development of strong, vibrant, diverse and inclusive, sustainable communities. The following describes the responsibilities of each party under the Grant.

KAB's Responsibilities

1. Provide funding or products to Grantee as outlined in this Agreement;
2. Provide an on-line event/volunteer registration portal to help manage volunteers for event;
3. Upon request, provide event and volunteer liability waivers;
4. Provide Grantee with an electronic platform to report project results;
5. Provide technical support as requested by the Grantee

Grantee's Responsibilities

1. Adhere to the funding limitations and conditions stated in the Agreement;
2. Implement the 2023 KAB Community Improvement Grant project(s) as funded in the Agreement and outlined in the grant application submitted for review and attached as Exhibit D;
3. Include Community, Neighborhood, and specifically UPS volunteers for Tree Planting projects in their proposed community improvement project(s) adhering to the KAB Volunteer Principles (Exhibit B);
4. Keep KAB notified of any significant changes made in the grant proposal, including but not limited to scheduled events and volunteer opportunities;
5. Document the event, including before and after photographs, and share in a close-out report due no later than 30 days after the project event unless otherwise noted in the grant application;
6. Identify Keep America Beautiful and KAB project funders as sponsors of the project during the event and as part of any social or media promotion.
7. If receiving funds for the implementation of the CLPP, grantees must adhere to and implement the program as specified in the Application which may be updated and revised by KAB.
8. If receiving or purchasing cigarette litter stands, each collection stand must:
 - a. Be installed in an accessible place (e.g., outside entrance to retail location, or transition point where adult smokers commonly dispose of cigarette butts). Hardware is included to mount each receptacle;
 - b. Maintained for a period of not less than five years – e.g. regularly empty cigarette butts for recycling and ensuring stands clean and functioning properly;
 - c. Share the GPS coordinates of each litter stand's location with KAB to include on the interactive map. GPS coordinates can be identified in several ways:
 - i. Enter the litter stand location/address into <https://www.latlong.net/> and record coordinates.
 - ii. Using Google Maps, right-click the place on the map. Select "What's Here?". At the bottom of the map, a card with coordinates will appear.
 - d. Recycle the collected cigarette butts through the KAB/Terracycle sponsored program



Exhibit B

Keep America Beautiful Volunteer Principles

Volunteering for Keep America Beautiful

The KAB Volunteer Experience

Keep America Beautiful, the Keep America Beautiful network of affiliates, and Grantees of KAB will strive, to the extent possible, to ensure a Keep America Beautiful Volunteer:

- Is welcomed to participate regardless of life experiences and abilities, learning and working style, personality type, race/ethnicity, socio-economic status, class, gender, sexual orientation, country of origin, or my cultural, political, or religious affiliation as long as that affiliation is inclusive as described here;
- Is greeted and introduced to staff and fellow volunteers;
- Receives specific instructions, training, and resources needed to complete assigned task(s) – including safety training, if necessary;
- Is treated with respect;
- Is kept safe from harm, including any form of harassment from staff, fellow volunteers, or contractors;
- Has an opportunity to work with a diverse & inclusive group of staff and volunteers;
- Has their opinions heard, respected, and valued;
- Receives timely communications, including:
 - Notice of Volunteer Opportunities
 - Confirmation of pledge and commitment to volunteer
 - Advanced notice of location, time, and what to bring/wear and any updates
 - Information about the volunteer event's goals, tasks, working conditions, and time commitment
 - A thank you for their service and a report of the event's impact;
- Knows that their personal information will *not* be shared outside of the Keep America Beautiful network and will not be used for any purpose without consent;
- Is part of a fun, rewarding experience that benefits their community.



Exhibit C

Keep America Beautiful Brand Standards

Electric files for KAB logos can be found here: [2020 Trademark Logos](#) Please consult with the KAB Program Manager regarding the preferred logo style and color for your particular project while adhering to the following brand standards.

Trademarks

When referring to Keep America Beautiful and its brands the ® (trademark registration) symbol must be used. For example: "AMERICA RECYCLES DAY® will take place on November 15, 2019. The Keep America Beautiful trademarks must be used as a noun. For example, say: "WASTE IN PLACE® is a program that teaches students how to process litter." Do not say: "We want you to keep your waste in place. Include the following legal language in an appropriate place on a website (for example, in a footer, and in the terms and conditions): KEEP AMERICA BEAUTIFUL is registered trademarks of Keep America Beautiful and is used with permission.

Keep America Beautiful®
Great American Cleanup®
America Recycles Day®
Waste in Place®
Recycling @ Work®
TrashDash™

If you have questions about the Keep America Beautiful trademarks, or how to properly use them, please e-mail Noah Ullman: nullman@kab.org.

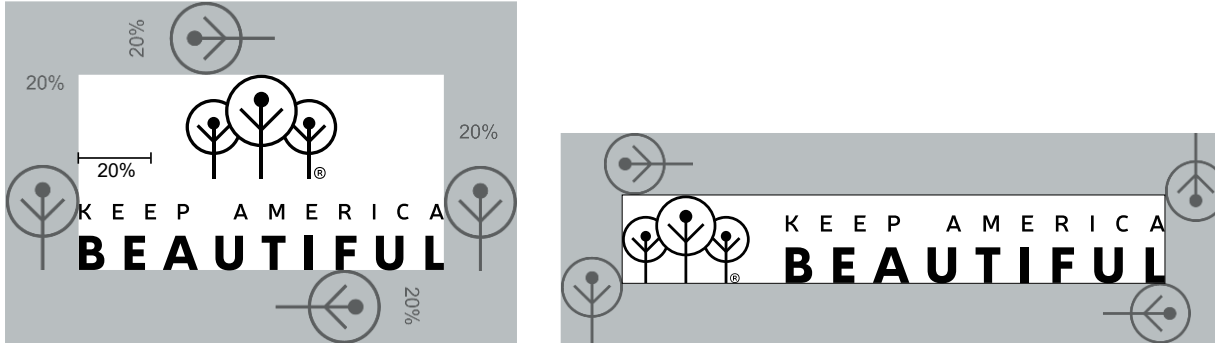
Logo Usage

Both the logomark and the wordmark are registered trademarks of Keep America Beautiful, and should always be represented with the superscript registered trademark symbol. There are two approved versions of the Keep America Beautiful logo. The vertical or stacked version of the Keep America Beautiful logo in Grass is preferred. The horizontal version of the Keep America Beautiful logo can be used when space is limited.



Approved Logogram

To protect the integrity of the logo, a defined amount of space or “padding” should be left around the logo. Use the diameter of the central tree to determine the amount of clearance space needed (or 20% of the width of the logo). Do not scale in print smaller than 1.88 inches and in a screen view less than 100 px.



Below are the approved formats of the Keep America Beautiful logo. The version of the Keep America Beautiful logo with just the tree people logogram should only be used as an accent in a document where the full logo lockup has already been utilized. Each approved logo lockup should never be altered or broken.

Primary



Stacked



Knock-out
Stacked



Horizontal



Knock-out
Horizontal

Secondary



Wordmark



Knock-out
Wordmark



Tree People



Knock-out
Tree People

Do's and Don'ts

Do not alter the proportions of the logo, using an unapproved brand font, color, or tagline, and/or creating legibility issues in placement.



Brand Color

Grass is the primary brand color for the Keep America Beautiful logo. Grass – associated with growth, organic, nature, caring, and earth –embodies our position as a community improvement organization in the environmental sector.

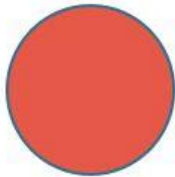


Grass

CMYK: 74, 6, 73, 0
PMS: 2251C 7482U
RGB: 58 173 115
Hex: #3AAD73

Secondary Brand Colors

The Keep America Beautiful secondary colors further reflect our mission. Flame embodies activism, Sky represents the calm and steady trustworthiness of a legacy nonprofit organization, and Sunbeam reflects the bright and uplifting capacity of community improvement and beautification.



Flame

CMYK: 4, 81, 76, 0
PMS: 7597C 485U
RBG: 230 88 71
Hex: #E65847

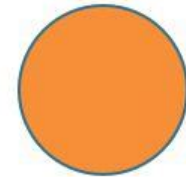
Used for the End Littering goal.



Sky

CMYK: 71, 26, 12, 0
PMS: 7703C 638U
RBG: 67 154 194
Hex: #439AC2

Used for the Improve Recycling goal.



Sunbeam

CMYK: 0, 45, 92, 0
PMS: 130C 129U
RBG: 249 157 46
Hex: #F99D2E

Used for the Beautify Communities goal.

Accent Colors

The following are approved Keep America Beautiful accent colors. Seal should be used as the text color for all print and digital materials. Storm may be used for headlines, subheads, and other design elements. Snow may be used as background color or body copy, as an alternative to white.



Seal

CMYK: 81, 66, 63, 75
PMS: Black 6C Neutral Black U
RBG: 17 29 32
Hex: #111D20

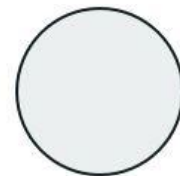
Used for the body copy.



Storm

CMYK: 62, 45, 45, 12
PMS: 444C 430U
RBG: 104 117 121
Hex: #687579

Used for headlines and elements.



Snow

CMYK: 6, 3, 3, 0
PMS: 663C 656U
RBG: 236 239 240
Hex: #ECEFF0

Used for backgrounds and body copy.

If you have any question about these logo guidelines, please contact: nullman@kab.org.



K E E P A M E R I C A
B E A U T I F U L

Exhibit D
Grant Application
(Attachment)