



## 2025 Keep America Beautiful Cigarette Litter Prevention & Recycling Grant Agreement

Keep America Beautiful (“**KAB**”), in partnership with its sponsors is pleased to provide resources to the City of Port St. Lucie, a Florida municipal corporation (“**Grantee**”) to implement a 2025 Cigarette Litter Prevention and Recycling (CLPR) grant (“**Project**”).

This Agreement (“**Agreement**”) is entered into as of 6/9/2025 (“**Effective Date**”) by and between Keep America Beautiful, Inc. (“**KAB**”), a Texas not-for-profit corporation having a principal place of business at 1010 Washington Blvd., Stamford, CT 06901 and Grantee. KAB and Grantee shall be collectively referred to as the “**Parties.**” The Description of Grant Activities, attached as **Exhibit A**, 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.

By signing this grant agreement, the Parties hereby agree to the following:

1. Grant Details

KAB will provide a cash award of \$5,000.00 (“Cash Grant”) for general support of Grantee in carrying out the Grant Activities, as further set forth in this Agreement (“General Cash Grant”).

2. Payment

KAB will award the cash award in two installment payments, seventy percent (70%) of the cash award will be disbursed within thirty (30) days of KAB receiving an executed Agreement and an initial invoice; and the remaining thirty percent (30%) of the cash award will be disbursed upon KAB’s acceptance of a final grant report and receipt of a final invoice. **Failure to submit the initial invoice to [kabinvoices@bill.com](mailto:kabinvoices@bill.com) within 60 days of the execution of agreement may result in the forfeiting** of the grant in its entirety. Failure to submit the final invoice to [kabinvoices@bill.com](mailto:kabinvoices@bill.com) within 60 days of submitting the final grant report may result in the forfeiting of the remaining 30% of the grant funds. Grantee shall use the Grant solely for the designated purposes as set forth in **Exhibit A**, and subject to Grantee's performance of all requirements under this Agreement.

### 3. Implementation Timeline

Grantee agrees to implement the Project between **May 19, 2025 and December 12, 2025**.

Failure to complete the Project within the timeframe, except when approved in writing by KAB, will result in the forfeiting of the remaining 30% of the grant.

### 4. Reporting

#### INTERIM:

Grantee must submit an interim report through the KAB's reporting platform Affiliate Hub that outlines their impact data **by 5pm EST on September 30, 2025**.

#### FINAL:

Grantee must submit a final report through the KAB's reporting platform Affiliate Hub that outlines their impact data **by 5pm EST on December 15, 2025**.

Failure to submit a final report by the deadline, except in cases where KAB has authorized a reporting extension in writing, may also result in the forfeiting of the remaining 30% of the grant and will make Grantee ineligible to receive KAB grant funding in 2026.

### 5. 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 **Exhibit A**.
- b. Grantee shall use the Grant solely for purposes as described in this Agreement, 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.

### 6. Use of Grant

Grantee shall use the awarded goods, services, and funds in accordance with the Project description and budget as further described in **Exhibits A and C**. The Grantee will not use grant funds to influence legislation or for any purpose that is not permissible under section 501(c)(3) of the Internal Revenue Service Code. None of the grant proceeds are to be transferred by the grantee to any other organization without the written approval and consent of KAB.

### 7. 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).

8. 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 (collectively, "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. 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.
- 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 B**) in connection with its use of the KAB Trademarks, and shall not take any action or use the KAB Trademarks in any way that could tarnish or harm the goodwill or reputation associated with KAB or the KAB Trademarks.
- c. Any intellectual property rights to any matter subject to this Agreement including, but not limited to, KAB Trademarks, and rights to enforce the same, shall be subject to all rights and obligations created by Florida's public record laws.

9. Indemnification, Limitation of Liability and Disclaimer of Warranties

The Grantee agrees to defend, indemnify, and hold harmless KAB and its affiliates, directors, officers, employees, and agents from any claim arising out of or related to Grantee's performance under the Grant, regardless of cause, and this indemnity will survive the termination of the Agreement. KAB shall not be liable for any indirect, special, incidental, or consequential damages (including lost profits) related to this Agreement, even if KAB has been advised of such damages. Grantee acknowledges and agrees that KAB makes no warranties regarding the availability of Grant resources or the results of its efforts under this Agreement, and shall have no liability for unsatisfactory results or lack of funding. This indemnification provision shall survive the termination or expiration of this Agreement.

a. 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.

b. 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.
- c. Sovereign Immunity Not Waived
  - i. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided to the Grantee pursuant to Florida law.
  - ii. Notwithstanding anything to the contrary set forth in the Agreement, unless such terms are more favorable to Grantee, Grantee's obligation to indemnify KAB, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2025). All liability of City shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

#### 10. Insurance

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

#### 11. 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.
- b. KAB may terminate this Agreement or withhold Grant payments upon written notice to Grantee if: (i) Grantee is under criminal investigation or prosecution; (ii) Grantee experiences a material financial failure threatening the Agreement's execution; (iii) Grantee fails to make substantial progress on the commitments in **Exhibit A**; or (iv) Grantee (a) violates any applicable law or regulation, or (b) breaches this Agreement and fails to cure the breach within 30 days of notice.
- 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.

#### 12. 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, 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.

13. Assignment and Transfer

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

14. Notices

Any required notice under this agreement should be sent electronically to the addresses listed below, or to any updated address provided by the relevant Party in a notice given as outlined in this section.

Keep America Beautiful  
c/o David Forsell, SVP Affiliate Operations & Programs  
[dforsell@kab.org](mailto:dforsell@kab.org)

15. 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 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.

16. 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.

**GRANT RECIPIENT PARTNER**

By:

Print Name: Jesus Merejo

Title: City Manager

Email: Grants@cityofpsl.com

Date:

**KEEP AMERICA BEAUTIFUL**

By:

Print Name: Jennifer Lawson

Title: President & CEO, Keep America Beautiful

Date:



## **Exhibit A**

### **Description of Grant Activities**

The following describes the responsibilities of each party under the Grant.

#### **KAB's Responsibilities**

1. Provide funding or products to Grantee as outlined in section 1 of this Agreement;
2. Provide Grantee with an electronic platform to report Project results ("Grant Reporting Platform");
3. 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 Project(s) as funded in the Agreement and outlined in the grant application submitted for review and attached as **Exhibit C**;
3. Keep KAB notified of any significant changes made in the Grant proposal, including but not limited to scheduled events and volunteer opportunities;
4. Notify KAB at least two weeks in advance of dates and times of scheduled events funded through this Grant;
5. Document the Project or event, including before and after photographs, volunteers in action, and share in a close-out report due by the deadlines outlined in this Agreement;
6. Identify Keep America Beautiful and use the Greatest American Cleanup Campaign branding during any events and as part of any social or media promotion (KAB would provide toolkit).





## Exhibit B

### 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, 2025. 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®

Greatest American Cleanup®

America Recycles Day®

Waste in Place®

If you have questions about the Keep America Beautiful trademarks, or how to properly use them, please e-mail Allison Hannel: [ahannel@kab.org](mailto:ahannel@kab.org).

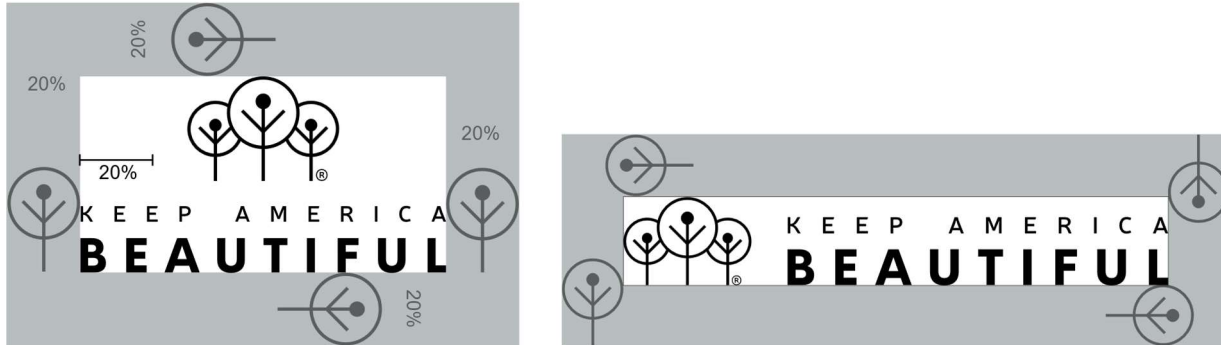
#### Logo Usage

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.

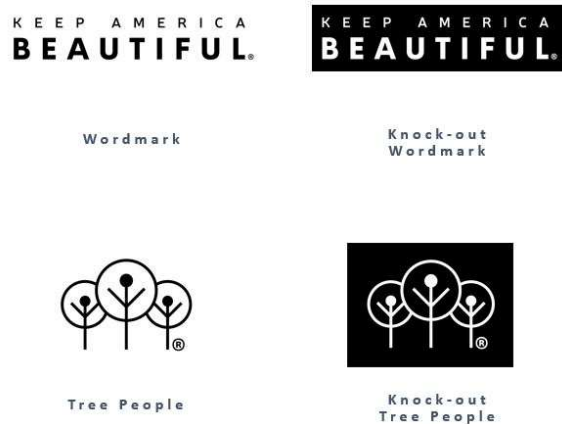


Below are the approved formats of the Keep America Beautiful logo. The version of the Keep America Beautiful logo with just the tree people logogram should only be used as an accent in a document where the full logo lockup has already been utilized. Each approved logo lockup should never be altered or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

### Primary



### Secondary



## 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  
**RBG:** 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

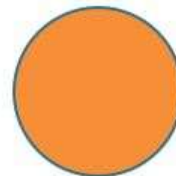
Used for the End  
Littering goal.



**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  
**RGB:** 17 29 32  
**Hex:** #111D20

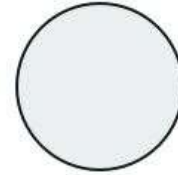
Used for the body  
copy.



**Storm**

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

Used for headlines  
and elements.



**Snow**

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

Used for backgrounds  
and body copy.

If you have any question about these logo guidelines, please contact: [ahannel@kab.org](mailto:ahannel@kab.org) or [kabgrants@kab.org](mailto:kabgrants@kab.org)



## **Exhibit C**

### **Grant Application**