

**COUNTY OF SCOTT
2022 CLEANUP DAY RECYCLING PROGRAM AGREEMENT**

THIS AGREEMENT, is entered by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and the City of Shakopee, 485 Gorman St., Shakopee, Minnesota, a municipal corporation, hereinafter referred to as "Provider.

RECITALS:

- A. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each County is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate powers.
- B. The purpose of this Agreement is to establish a mechanism for distribution of funds obtained from the Minnesota Pollution Control Agency for a "clean-up day" to be held by the Provider in accordance with funding requirements for implementation and/or enhancement of recycling programs in cities and townships within Scott County, consistent with the County Solid Waste Master Plan.
- C. Minn. Stat. Sec. 473.8441, establishes the Local Recycling Development Program, providing grants to counties to be distributed by the Minnesota Pollution Control Agency.
- D. Minn. Stat. Sec. 115A.557, establishes the County Waste Reduction and Recycling Funding program and the framework for funds to be distributed by the Minnesota Pollution Control Agency.
- E. Scott County has received funding from the Minnesota Pollution Control Agency, identified as Local Recycling Development Grant.
- F. These funds are to be used for the activities specified in the Minnesota Pollution Control Agency Grant Agreement.
- G. This funding is to be used for the development and/or enhancement of recycling programs. The Provider intends to administer a city-wide recycling day which would qualify for receiving funds.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Provider hereby agrees as follows:

1. Compensation and Terms of Payment

a. Rates

The County shall pay to the Provider a percentage of the grant money available through the County for its annual city wide clean up day(s) in 2022. The amount of funds available for each Scott County municipality and township

is based upon population to determine shares due to municipalities under the program.

- b. The maximum amount of grant payment available to the Provider under this Agreement is twenty thousand, eight hundred eighty five dollars and 78/100 cents (\$20,885.78).
- c. Terms of Payment
 - 1) The County shall reimburse the Provider in one lump sum for actual expenditures used for the collection of recyclable material up to the maximum payment available when the Provider has met the requirements as specified in section 3 of this Agreement.
 - 2) In the event that another jurisdiction participates with the Provider's event, it shall submit a resolution from its governing body approving such involvement. The County shall then transfer and remit the participating jurisdiction's allocated share in the program funding to the Provider with the Provider's share. If any portion of the funding is to go to the participating jurisdiction, it shall be the Provider's responsibility to ensure such payment is made.

2. Condition of Payment

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. Scope of Services

- a. The Provider shall organize and facilitate a clean up day(s) or use funds to support new or improved recycling efforts in the community as approved by the County Environmental Services Department wherein it shall collect materials from residents.
- b. The Provider is further is obligated and agrees to the following:
 - 1) A written report shall be submitted to the County within sixty (60) days of an event, identifying the quantities of materials recycled, the licensed/permitted facility to which they were delivered and processed, including actual expenditures and revenues.
 - 2) Only expenditures used for the collection of recyclable material, which results in waste reduction, are eligible for reimbursement from the County's Local Recycling Development Grant. Any solid waste land filled is not included as reimbursable expenditures.
 - 3) The Provider shall advertise any neighboring jurisdiction's participation and allow its residents to participate in the collection. If a neighboring

jurisdiction participates with the Provider's event, the Provider shall provide the Authorized Agent of Scott County a copy of all such advertisements and the resolution approving such participation.

4. Effective Date of Contract

This agreement shall be effective upon execution by all parties to the Agreement.

5. Term of Contract

This agreement shall remain in effect until 12/31/2022, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first, unless it is terminated early as provided in section 14 of this Agreement.

6. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Scott County as follows:

Mary Keen, or her successor
Contract Management Coordinator - Transportation
400 Fourth Avenue W
Shakopee, MN 55379
(952) 496-8491
mkeen@co.scott.mn.us

The County is notified the authorized agent for Provider is as follows:

William H. Reynolds, or his successor
City Administrator
485 Gorman St.
Shakopee, MN 55379
(952) 223-9300
breynolds@shakopeemn.gov

7. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

8. Indemnity

Provider agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Provider or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

9. Deficiencies/Errors

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

10. Insurance

Provider shall not commence work under this agreement until it has obtained, at a minimum and at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

a. Workers' Compensation

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:
 - Bodily Injury by Accident: \$100,000 each Accident
 - Bodily Injury by Disease: \$100,000 each Employee
 - Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. Commercial Auto Liability

Automobile Liability should include Hired and Non-Owned, and the County should be named as an additional insured.

Minimum limits of liability shall be:

If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for
Bodily Injury
\$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

d. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. **The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to County.** Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider's responsibility to comply with the insurance specifications.

11. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

12. Force Majeure

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

13. Data Practices

Provider, its agents, employees and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from Provider's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

14. Termination

This agreement may be terminated by either party, with or without cause upon thirty days (30) days written notice to the authorized agent of Provider or the authorized agent of the County.

15. Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

16. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of Provider, at its address stated herein, or to the authorized agent of the County at the address stated herein.

17. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

18. Successors and Assigns

The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

19. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

20. Changes/Amendments

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

21. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

22. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Provider relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

by 
Kate Sedlacek
Environmental Services Manager

Date 09/19/2022

by  William H. Reynolds (Sep 16, 2022 10:17 CDT)
William H. Reynolds
City Administrator

Date 09/16/2022

Approved as to form:


Jeanne Andersen
Assistant Scott County Attorney

Date 09/19/2022

Shakopee Clty Wide Clean Up 2022

Final Audit Report

2022-09-19

Created:	2022-09-15
By:	Mary Keen (mkeen@co.scott.mn.us)
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