



SCOTT COUNTY TRANSPORTATION SERVICES DIVISION

COUNTY HIGHWAYS, MOBILITY MANAGEMENT, FLEET
600 COUNTRY TRAIL EAST • JORDAN, MN 55352-9339
(952) 496-8346 • Fax: (952) 496-8365 • www.scottcountymn.gov

LISA J. FREESE

Transportation Services Director

ANTHONY J. WINIECKI, P.E.

County Engineer

TROY BEAM

Mobility Services/Fleet Mgr.

August 24, 2017

William H Reynolds
City of Shakopee
City Administrator
485 Gorman St
Shakopee, MN 55379

SUBJECT: Scott County Recycling Program

Dear William,

Enclosed is a copy of the agreement between Scott County and the City of Shakopee for One Day Clean Up..

Please call us if you need additional information.

Sincerely,

Miranda Chard
Program Specialist
Scott County Transportation Services

COUNTY OF SCOTT RECYCLING PROGRAM AGREEMENT

THIS AGREEMENT, by and between the County of Scott, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County," and the City of Shakopee, Minnesota, a municipal corporation, hereinafter referred to as the "City", by and through its City Council.

WHEREAS, 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 City 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; and

WHEREAS, Minn. Stat. Sect. 473.8441, establishes the Local Recycling Development Program, providing grants to counties to be distributed by the Minnesota Pollution Control Agency; and

WHEREAS, Minn. Stat. Sect. 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; and

WHEREAS, Scott County has received funding from the Minnesota Pollution Control Agency, identified as Local Recycling Development Grant; and

WHEREAS, these funds are to be used for the activities specified in the Minnesota Pollution Control Agency Grant Agreement; and

WHEREAS, the City 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 the City hereby agrees as follows:

1. Compensation and Terms of Payment

A. Compensation

The County shall pay to the City a percentage of the grant money available through the County for its one-day city wide clean up on April 29, 2017. The amount of funds available for each Scott County municipality and township is based upon population and a formulation used by the County to determine shares due to municipalities under the program. This funding is to be used for the development and/or enhancement of recycling programs.

The maximum amount of grant payment available to the City under this Agreement is ten thousand seven hundred-one dollars and twelve cents (\$10,701.12).

B. Terms of Payment

1. The County shall pay the City in one lump sum when the City has met the requirements as specified in section three (3) of this Agreement.
2. In the event that another jurisdiction is participating with the City's event, that jurisdiction shall provide County with a copy of a resolution approving such action. Upon the receipt of such a resolution and appropriate completion documentation, County shall include the participating jurisdiction's designated amount of program funding in City's payment. If any portion of the funding is to go to the participating jurisdiction, it shall be the City's responsibility to ensure such payment is made

2. Condition of Payment

All services provided by the City 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 that is 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 City shall organize and facilitate a one-day clean up wherein it shall collect materials from residents.
- B. The City is further is obligated and agrees to the following:
 1. All recyclables shall be delivered to a licensed recycling facility.
 2. Organic materials (yard and tree waste) shall be delivered to a licensed/permitted yard waste compost facility or a permitted land application site.
 3. A written report shall be submitted to the County within sixty (60) days of the event, identifying the quantities of materials recycled, the facility to which they were delivered and processed, including actual expenditures and revenues.
 4. 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.
 5. The City shall advertise any neighboring jurisdiction's participation and allow its residents to participate in the collection. In the event that a neighboring jurisdiction participates with the City's event, the City shall provide the Authorized Agent of Scott County a copy of any and all such advertisements.

4. **Effective Date of Agreement**

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

5. **Term of Agreement**

This Agreement shall remain in effect until December 31, 2017 or until all obligations set forth in this Agreement have been satisfactorily fulfilled or unless earlier terminated as provided in section 13 of this Agreement.

6. **Authorized Agents**

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

Casy Weise
Scott County Program Specialist
600 Country Trail E.
Shakopee, MN 55352
(952) 496-8043
cweise@co.scott.mn.us

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

William H. Reynolds
City Administrator
129 Holmes Street
Shakopee, MN 55379
(952) 233-9311
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 the City 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 the City 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 of Scott 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 the City in writing that the records need no longer be kept.

8. **Indemnity**

All parties to this Agreement recognize each other as a political subdivision of the State of Minnesota. Each party mutually agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or

omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Each party's obligation to indemnify the other for all claims arising from a single occurrence under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minn. Stat. Sec. 466.04.

9. **Insurance**

Each Party shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. Sec. 466.04 and Workers' Compensation and shall be in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

10. **Subcontracts**

The City 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. The City shall ensure and require that any subcontractor agrees to and complies with all of the terms of this Agreement. Any subcontractor of the City used to perform any portion of this Agreement shall report to and bill the City directly. The City shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. **Force Majeure**

The County and the City agree that the City 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 the City and the County.

12. **Data Practices**

The City, its agents, employees and any subcontractors, 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. The City agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the City's unlawful disclosure, failure to disclose, or use of data protected under state and federal laws.

13. **Termination**

This Agreement may be terminated under the following circumstances:

A. By mutual written agreement of the parties;

- B. By either party, with or without cause, giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination.

14. **Access to Premises**

The City shall arrange access, as necessary, to work sites for the County for the purpose of verification of any requirements as described in this Agreement.

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, a joint venture, or an association with the County and the City. The City is an independent contractor and neither the City, the City's employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the County. Except as otherwise provided herein, the City shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed.

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 in the United States Postal Service, addressed to the City at its address stated herein, and 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 and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. **Successors and Assigns**

The County and the City, 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 the City 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, the City 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, the City certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans with Disabilities Act Policy, attached hereto and incorporated herein as **Exhibit A** through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the City 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 the City complies with the County policy, and/or suspension or termination of this Agreement.

20. **Changes**

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 for this Agreement.

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.

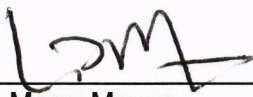
22. **Entire Agreement**

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 the City relating to the subject matter hereof.

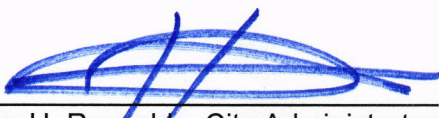
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF SHAKOPEE

(SEAL)

By 
Bill Mars, Mayor

Date 4/24/17

And 
William H. Reynolds, City Administrator

Date 20 April 17

COUNTY OF SCOTT

ATTEST:

By 
Paul Nelson,
Environmental Services Manager

Date 5/22/17

APPROVED AS TO FORM:

By 
Jeanne Andersen,
Assistant County Attorney

Date 5/22/17

EXHIBIT A

POLICY STATEMENT

It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

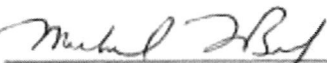
Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.



Gary L. Shelton
Scott County Administrator

1/3/17

Date



Michael L. Beard
Chair, Board of Commissioners

1/3/17

Date