

COUNTY OF SCOTT RECYCLING PROGRAM AGREEMENT

THIS AGREEMENT, by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and City of Shakopee, 485 Gorman Street, Shakopee, MN, 55379, 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 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.
- c. Minn. Stat. Sect. 473.8441, establishes the Local Recycling Development Program, providing grants to counties to be distributed by the Minnesota Pollution Control Agency.
- d. 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.
- 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. 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 Provider 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 28, 2018. 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 three hundred thirty five and 05/100 Dollars (\$10,335.05).

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 3 of this Agreement.
2. In the event that another jurisdiction participates with the City event, the County shall transfer that participating jurisdiction's allocated share in the program funding to the City's share after receipt of a resolution from the participating jurisdiction indicating involvement. 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 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 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 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 December 31, 2018 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:

Miranda Chard
Scott County Program Specialist
600 Country Trail E.
Jordan, MN 55352
(952) 496-8043
mchard@co.scott.mn.us

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

William H. Reynolds
City Administrator
485 Gorman St.
Shakopee, MN 55379
(952) 233-9300

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

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

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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 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 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.

19. 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.

20. 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.

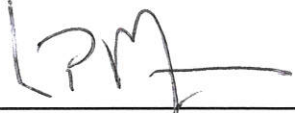
21. Entire Agreement

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.

CITY OF SHAKOPEE

(SEAL)

By 
Bill Mars, Mayor

And 
William Reynolds, City Administrator

Date April 3, 2018

Date April 3, 2018

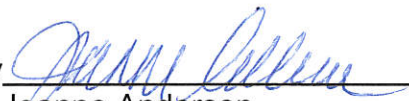
COUNTY OF SCOTT

ATTEST:

By 
Paul Nelson,
Environmental Services Manager

Date 7/23/2018

APPROVED AS TO FORM:

By 
Jeanne Andersen,
Assistant County Attorney

Date 7/27/18

EXHIBIT A

POLICY STATEMENT

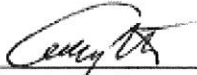
It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota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

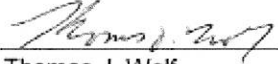
Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The 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

1-2-18

Date



Thomas J. Wolf
Chair, Board of Commissioners

1-2-18

Date