COMMUNITY WASTE ABATEMENT
2022 GRANT AGREEMENT

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and City of West St. Paul, itself and acting as the fiscal agent for the cities of South St. Paul, Mendota Heights, Sunfish Lake, and Lilydale (Grantee).

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS; the Dakota County Solid Waste Master Plan (Master Plan) governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Master Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Master Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program; and

WHEREAS, funding amounts are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibits 1 (Guidelines) and 2 (Application) (collectively referred to as the "Exhibits") to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantee agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to provide grant funding to eligible municipalities to implement solid waste abatement activities as described in this Agreement and the Exhibits.

2. **ELIGIBILITY.** Eligible municipalities include Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Lilydale, Mendota, Mendota Heights, Rosemount, South St. Paul, Sunfish Lake and West St. Paul.

3. **PARTIES.** The parties to this Agreement are the County and Grantee, collectively referred to as the "parties".

4. **TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2022, through December 31, 2022, (grant calendar year) to complete activities identified in Exhibit 2 and shall continue until April 1, 2023, for reimbursement, unless earlier terminated by law or according to the provisions of this Agreement.

5. **GRANTEE OBLIGATIONS.** The Grantee shall:

   A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Master Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and the Exhibits.

   B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.

   C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.

6. **ELIGIBLE AND INELIGIBLE EXPENSES.** Grantee may use allocated funds only on eligible items as identified in Exhibit 1 and completed within the calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.

7. **FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for administration, residential communications, municipal facilities best management verification and employee education, and special collections. Optional Supplemental Funding is allocated for multifamily recycling, additional special collections or reduce/reuse activities, in-person education, event recycling/organics, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantee, or the fiscal agent of a legal entity acting on its behalf, shall be in the total amount not to exceed $99,175.35, as set forth in Exhibit 2.

8. **FUNDING MATCH.** Grantees shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).

9. **FUNDING SOURCE ACKNOWLEDGEMENT**. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.

10. **RECORDS.** The Grantee shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantee shall manage funds in a dedicated bank account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.

11. **PERFORMANCE REPORTING AND REIMBURSEMENT**. Grantees shall report performance of responsibilities set forth in this Agreement and the Exhibits on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and the Exhibits on a reimbursement form provided by the County.

    Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantee must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantee has submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

    Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.

    Reimbursement request payment will not be made for activities with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantee within 30 calendar days of approved reimbursement request submissions. Reimbursements will be made for approved expenditures incurred within the grant calendar year. No reimbursements will be made for reimbursement requests received after February 15 following the grant calendar year.

12. **FAILURE TO PERFORM.** Upon review of each Grantee report, the County Liaison will notify the Grantee in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.

13. **AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve modifications to the Funding Amount as requested by the Grantee, as long as the amount payable does not exceed the amount allocated in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits. The County Liaison shall have the authority to approve modifications to the Application activities and related expenses within a funding category as requested by the Grantee, so long as the proposed modifications are consistent with the Agreement and Exhibits.

14. **PROPERTY.** Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantee or by the County and provided to the Grantee to fulfill Grant obligations shall be the sole property of the Grantee.

15. **INDEMNIFICATION.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantee. The provisions of this section shall survive the expiration or termination of this Agreement.

16. **AUTHORIZED REPRESENTATIVES:** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY	TO THE GRANTEE
Georg T. Fischer, Director, or successor Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124	Nate Burkett, or successor, City Manager Christy Wilcox, or successor, City Clerk/Licensing/Code Enforcement Manager Cheryl Jacobson, or successor, City Administrator Cathy Iago, or successor, City Clerk/Admin Mary Schultz, or successor, City Administrator

17. **LIAISONS**. To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantee. The County and the Grantee shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON	GRANTEE LIAISON
Gena Gerard Environmental Specialist 952-891-7021 gena.gerard@co.dakota.mn.us	Cassandra Johnson Recycling Coordinator 651-552-4118 cjohnson@wspmn.gov

18. **TERMINATION, GENERAL**. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantee regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

19. **TERMINATION BY COUNTY FOR LACK OF FUNDING**. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

20. **USE OF CONTRACTORS.** The Grantee may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantee retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement. If the Grantee engages any contractors to perform any part of the activities, the Grantee agrees that the contract for such services shall include the following provisions:

A. The contractor must maintain all records and provide all reporting as required by this Agreement.

B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.

D. The contractor must be an independent contractor for the purposes of completing the contracted work.

E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between County and the contractor.

F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.

21. **COMPLIANCE WITH LAWS/STANDARDS**. The County and Grantee agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.

22. **EXCUSED DEFAULT – FORCE MAJEURE**. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

23. **CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE**.

A. **In General**. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

B. **Waiver**. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

24. **RECORDS RETENTION AND AUDITS.** Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

25. **MODIFICATIONS**. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantee.

26. **ASSIGNMENT**. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

27. **GOVERNMENT DATA PRACTICES**. For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

28. **MINNESOTA LAW TO GOVERN**. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

29. **MERGER**. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

30. **SEVERABILITY**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

31. **ELECTRONIC SIGNATURES**. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Georg T. Fischer, Director
Environmental Resources Department

Date of signature:_____

APPROVED AS TO FORM:

/s/ Helen R. Brosnahan 11/4/21
Assistant County Attorney/Date
KS-21-293.004

Dakota County Contract #C0034645
County Board Res. No. 19-577

CITY OF WEST ST. PAUL
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line
Printed Name:_____
Title: _____
Telephone:_____
Date of signature:_____

Attest: _____

Title: _____

Date: _____

CITY OF SOUTH ST. PAUL
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line
Printed Name:_____
Title: _____
Telephone:_____
Date of signature:_____

Attest: _____

Title: _____

Date: _____

CITY OF MENDOTA HEIGHTS
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line

Printed Name:_____

Title: _____

Telephone:_____

Date of signature:_____

Attest: _____

Title: _____

Date: _____

CITY OF SUNFISH LAKE
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line

Printed Name:_____

Title: _____

Telephone:_____

Date of signature:_____

Attest: _____

Title: _____

Date: _____

CITY OF LILYDALE
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line

Printed Name:_____

Title: _____

Telephone:_____

Date of signature:_____

Attest: _____

Title: _____

Date: _____