SCOTT COUNTY RECYCLING/ORGANIC GRANT AGREEMENT

THIS AGREEMENT, by and between the County	of Scott, Minnesota, a municipal corporation, hereinafter
referred to as the "County," and	, Minnesota, hereinafter referred to as "Grantee."
or enhancement of recycling programs, in Scott County Master Plan; and WHEREAS, in order to oversee the disbursemer Environmental Services Department has created a gran government within Scott County to help achieve the goa and the grant objectives approved by the Scott County I WHEREAS, the Grantee is not an employee of th services, but only providing grant dollars for it to do a p	nt of funds for such purposes, the Scott County t program for for-profit, non-profit, or local units of als of Scott County Solid Waste Management Master Plan Board of Commissioners; and the County, and the County is not contracting with it for
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLL	OWS:
programs to any for-profit, non-profit, or local unit of County solid Waste Management Master Plan; and B. The grant application completed by Grantee and the	or implementation and/or enhancement of recycling of government within Scott County, consistent with the
agrees to the requirements, terms, conditions and d	luties set out in the Application and supporting documents result in denial of reimbursement or require repayment by
C. Payment	
 The approved amount of grant payment availa 	ble under this Agreement is up to:
	(\$) for containers/bins, and
Dollars	(\$) for other items
	chase containers/bins on behalf of the Grantee as selected ms will be shipped directly to Grantee and the value/cost of rant amount.
3. After Minnesota Waste Wise Foundation or Sco	tt County staff confirms the implementation of a program

4. For any grant where Grantee has a cash match, the cash match amounts must be expended and verified by the County prior to County's reimbursement of funds. The Grantee shall submit receipts/invoices for expenses on a form approved by County to verify the cash match

according to the grant proposal, Grantee is eligible for reimbursement of funds spent for accepted items. Grantee shall submit receipts/invoices for such expenses on a form approved by County. Payment will be

D. This grant agreement shall be effective upon final signature from County and shall remain in effect for eighteen (18) months unless terminated earlier by County.

reviewed by County and made within 15 working days of approval.

- E. The County may terminate this grant agreement with or without cause upon thirty (30) days written notice to Grantee. In the event of such cancellation, Grantee shall be entitled to payment for purchases made prior to the notice of termination. Grantee's obligation to continue any implemented program shall survive termination of this agreement.
- F. The County my immediately terminate this grant agreement if it does not obtain sufficient funding from the State or if all funds are expended to other grant recipients. Termination will be by written fax or email notice to the Grantee. The County shall not be obligated to pay for any items or services obtained after the notice and effective date of termination. Grantee's obligation to continue any implemented program shall survive termination of this agreement.
- G. The Grantee 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 act or omission on the part of the Grantee, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to this Agreement. Nothing in this Agreement constitutes a waiver by the Grantee of any statutory or common law, defenses, immunities, or limits on liability. The obligation of the Grantee under this section cannot exceed the amount that the Grantee would be obligated to pay under the provisions and limitations of Minn. Stat. Chap 466.
- H. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Grantee 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 Grantee 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 Grantee in writing that the records need no longer be kept.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CDANTEE

COUNTY OF SCOTT		GRANTEE	
Paul Nelson Scott County	Date	Name Title	Date
Environmental Serv	ices Manager	1100	
Approved as to for	m:		
Jeanne Andersen Assistant County A	Date		

COUNTY OF COOTT