

**COUNTY OF CARVER
SOLID WASTE REDUCTION AND RECYCLING
GRANT AGREEMENT**

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through its Public Services Division, 600 East 4th Street, Chaska, MN 55318 (hereafter "County") and the Township of Laketown, 9530 Laketown, Rd., Chaska, MN 55318 (hereafter "Grantee").

Recitals

1. Under Minnesota Statutes §473 and §115A, the County is empowered to enter into this grant.
2. The County is in need of the Township of Laketown's assistance to carry out the provisions of the Carver County Solid Waste Master plan 2018 to 2036.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the County.

Grant Agreement

1. Term of Grant Agreement

- a. *Effective date:* January 1, 2023. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant. ;
- b. *Expiration date:* The expiration date of the grant is certified through December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. All expenditures must be made prior to December 31, 2023, and reimbursement requests must also be received by the County no later than January 31, 2024. Grant funds may not be carried over to the next calendar year and must be used for activities specified in the attached spending plan, (Exhibit A).
- c. *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant agreement:
9. Liability; 10. Audits, 11. Government Data Practices and Intellectual property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 19. Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a county employee, will provide solid waste program services and education consistent with the Carver County Solid Waste Master Plan. The Grantee will perform the following duties as part of this agreement:

- Provide roadside clean-up program and yard waste/brush collection events

The Grantee must secure a minimum of three bids for all grant related activities greater than \$5,000. The Grantee will submit to the County a spending plan (Exhibit "A" to this grant) along with this form to carry out the Grantee's duties. These activities must relate to solid waste landfill abatement programs and activities consistent with the Carver County Solid Waste Master Plan and applicable State Statutes

and County ordinances. The spending plan must be approved by the County. The Grantee agrees to work with the County to promote solid waste programs. Any deviation from the spending plan (Exhibit "A") must be approved in writing by Carver County Public Services.

3. Reporting Requirements

The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the County, unless the County grants an extension in writing.

4. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

5. Consideration and Payment

a. **Consideration.** The County will pay for all services performed by the Grantee under this grant agreement as follows:

- i. **Compensation.** The Grantee will be paid for solid waste landfill abatement activities as specified in Exhibit A, performed by the Grantee during the term of the Grant up to seven thousand dollars (\$7,000.00).
- ii. **Total Obligation.** The total obligation of the County for all compensation and reimbursements to the Grantee under this grant agreement will not exceed seven thousand dollars (\$7,000.00).

b. **Payment**

- i. **Invoices.** The County will promptly pay the Grantee after the Grantee's presentation of invoices for services performed and acceptance of such services by the County's authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the County within the dates previously noted in "Term of Grant Agreement" in this contract.
- ii. **Federal Funds.** (Where applicable, if blank, this section does not apply)
Payments under this grant agreement will be made from federal funds obtained by the County through Title _____ CFDA number _____ of the _____ Act of _____. The grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

6. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County's Authorized Representative and in accordance with all applicable federal, County, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the County to be unsatisfactory or performed in violation of federal, County, or local law.

7. Authorized Representative

The County's Authorized Representative is Marcus Zbinden, 600 East 4th Street, Chaska, MN 55318, (952) 361-1806, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the

services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Leanne Kunze, Township Clerk/Treasurer, Township of Laketown, 9530 Laketown, Chaska, MN 55318. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the County.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

- a. *Assignment.* The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- b. *Amendments.* Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- c. *Waiver.* If the County fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right enforce it.
- d. *Grant Agreement Complete.* This grant agreement, including Exhibit "A", contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9. Liability

The Grantee must indemnify, save, and hold the County, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees.

10. Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the County and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

11. Government Data Practices and Intellectual Property

- a. *Government Data Practices.* The Grantee and County must comply with the Minnesota Government Data Practices Act, Minnesota Statute §. 13, as it applies to all data provided by the County under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the County.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

12. Worker's Compensation

The Grantee certified that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

13. Publicity and Endorsement

- a. **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the County as the sponsoring agency and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
- b. **Endorsement.** The Grantee must not claim that the County endorses its products or services.

14. Governing Law

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

15. **Accessibility:** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines.

Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

16. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

17. Monitoring

If the grant is over \$50,000, the County's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

18. Termination

Termination by the County. The County may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

19. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the County, to federal and state tax agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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

COUNTY OF CARVER
STATE OF MINNESOTA

Leanne Kunze 03/03/23
Leanne Kunze (Mar 3, 2023 10:29 CST)
Grantee/Date

Dave Henze 03/03/23
Dave Henze (Mar 3, 2023 10:58 CST)
County Administrator/Date



Motion passed by Laketown Township Board of Supervisors on 3/13/2023, 2023.

Mike Klingelhutz
Mike Klingelhutz, Board Chair

Leanne Kunze
Leanne Kunze, Clerk/Treasurer