

# Be Active! Be Green! Recycling Container Project Grant Agreement

This grant agreement (hereinafter Agreement) dated \_\_\_\_\_, 2010 is between the County of Ramsey (hereinafter COUNTY) and \_\_\_\_\_ (hereinafter GRANTEE).

## THE PARTIES AGREE THAT:

### I. GRANTEE'S DUTIES

The GRANTEE will:

- A. Place recycling containers in municipal parks, trails, open spaces and public places of recreation at locations indicated and in accordance with the plans and details contained in the grantee's application attached hereto as Exhibit I.
- B. Take ownership of the recycling containers, maintain them over the term of this agreement and will own them outright at the end of the term.
- C. Place all recycling containers into service the year they are received from the County. Only a small quantity may be held for replacement or special events.
- D. Use the recycling containers to collect recyclable plastic, aluminum, and glass beverage containers.
- E. Collect recyclables from the recycling containers separately from trash, and assure that the materials are delivered to a recycling market through the term of the agreement.
- F. Promote the availability of recycling containers to its residents, using at least its municipal newsletter, website, and posters or signs.

### II. COUNTY'S DUTIES

The County will

- A. Provide to the Grantee the following number and type of containers, to be delivered to an address provided by the Grantee during the years indicated:
  - a. Bedford brand containers
    - i. 2010: \_\_\_\_\_
    - ii. 2011: \_\_\_\_\_
    - iii. 2012: \_\_\_\_\_
  - b. Glutton brand containers
    - i. 2010: \_\_\_\_\_
    - ii. 2011: \_\_\_\_\_
    - iii. 2012: \_\_\_\_\_
  - c. Clear Stream brand containers
    - i. 2010: \_\_\_\_\_
    - ii. 2011: \_\_\_\_\_
    - iii. 2012: \_\_\_\_\_
- B. Promote the availability of recycling containers to residents, using at least its website and other appropriate communication tools.

**III. TERMS OF CONTRACT**

This Agreement shall be five years, commencing \_\_\_\_\_.

**IV. CANCELLATION**

This Agreement may be cancelled by the COUNTY or the GRANTEE at any time, and containers returned undamaged, within the term, with or without cause, upon thirty (30) days written notice to the other party.

The COUNTY may cancel this agreement without notice if the COUNTY finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, or that the purposes for which the recycling containers were granted have not been or will not be fulfilled.

**V. COUNTY'S AUTHORIZED REPRESENTATIVE**

The COUNTY's authorized representative, for the purposes of administration of this contract, is Mary Elizabeth Berglund, Program Supervisor – Community Involvement Unit. Such representative shall have final authority for acceptance of the GRANTEE's services and if such services are accepted as satisfactory,.

The GRANTEE's authorized representative for purposes of administration of this Agreement is Mike Hahm. The GRANTEE's authorized representative shall have full authority to represent the GRANTEE in its fulfillment of the terms, conditions and requirements of this Agreement.

**VI. ASSIGNMENT**

GRANTEE shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the COUNTY.

**VII. AMENDMENTS**

Any amendments to this Agreement shall be in writing.

**VIII. INDEMNITY**

The GRANTEE and the COUNTY, shall each be responsible for its own acts, errors, and omissions, and those of its officers, agents, and employees. The liability of each party shall be governed by the provisions of Minnesota Statutes, Chapter 466.

**IX. COUNTY AUDITS**

The books, records, documents and accounting procedures and practices of the GRANTEE relevant to this Agreement shall be subject to examination by the COUNTY's auditor. The GRANTEE shall be subject to audits for the duration of the agreement.

**X. DATA PRACTICES ACT**

The GRANTEE agrees to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the COUNTY in accordance with this Agreement and as

it applies to all data created, gathered, generated or acquired in accordance with this Agreement.

**XI. WASTE REDUCTION**

The GRANTEE shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Agreement shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

**XIV. SETOFF**

Notwithstanding any provision of this Agreement to the contrary, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the GRANTEE. The COUNTY may withhold any payment to the GRANTEE for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the GRANTEE is determined.

**XV. EQUAL EMPLOYMENT OPPORTUNITY**

The GRANTEE agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the COUNTY, the GRANTEE shall furnish a written affirmative action plan.

**XVI. ACCESS TO DOCUMENTS**

Until the expiration of three years after the furnishing of services pursuant to this Agreement, the GRANTEE, upon written request, shall make available to the COUNTY, the state auditor or the COUNTY's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the GRANTEE relating to this Agreement.

**XVII. WORKPLACE VIOLENCE PREVENTION**

The GRANTEE shall make all reasonable efforts to ensure that the GRANTEE's employees, officials and subGRANTEES do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people, any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or hurt.

**XVIII. WORKFORCE DIVERSITY**

The GRANTEE shall make good faith efforts, throughout the term of this Agreement and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the COUNTY, submit a written report to the COUNTY regarding the efforts and results of such efforts, including employment by job classification.

**XIX. INTERPRETATION OF CONTRACT; VENUE**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**XX. ENTIRE CONTRACT**

This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

**XXI. LONGEVITY AND MAINTENANCE OF FACILITIES**

The GRANTEE agrees that containers funded pursuant to this agreement will be maintained in a safe usable condition for the term of this Agreement.

**XXII. ACCESS TO FACILITIES**

The GRANTEE agrees that containers funded under this Agreement will be available for use by all people regardless of race, gender, economic background or national origin.

This Agreement is duly executed on the last date written below.

**RAMSEY COUNTY**

**City/Township**\_\_\_\_\_

\_\_\_\_\_  
Julie Kleinschmidt, County Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
Rob Fulton, Director of Public Health

Approved as to form and insurance:

\_\_\_\_\_  
Assistant County Attorney