

**Watertown City Council**January 22<sup>nd</sup>, 2019**Agenda Item: Solid Waste Reduction & Recycling Grant Agreement Update****Request for Action: Adopt Resolution #2019-17. Approving Amended Grant Agreement****Department: Shane Fineran, City Administrator****Background:**

The City has applied for, and received grant funds from Carver County for a number of years through the Select Committee on Recycling and the Environment (SCORE) fund. This program is utilized to reduce waste from entering the trash stream. The City utilizes these funds to off the annual community clean-up event as well as offset some of the staff costs associated with the operation of the free compost and yard was site.

The County is requesting execution of an amended grant agreement that modifies Section 2 and Section 8. Language has been added that restricts the age of those doing work on behalf of the grantee in support of approved grant activities be above the age of 14. This is of no concern as the City does not employ minors in the performance of these duties.

They have also updated Section 8 in which the City may not assign or transfer rights or obligations under the grant agreement, including making monetary donations, with the prior consent of the County. Again, this is of no concern as the City does not transfer any rights or obligations associated with this grant program to another entity.

Staff is recommending approval of the resolution.

**Funding Source:**

General Fund>Refuse & Recycling

**Attachments:**

Resolution #2019-17

Grant Agreement

**CITY OF WATERTOWN  
RESOLUTION NO. 2019-17**

**RESOLUTION APPROVING**

**WHEREAS**, the City of Watertown (the “City”) has approved the application or grant funds from Carver County (the “County”) for Select Committee on Recycling and the Environment (SCORE) funds; and

**WHEREAS**, the City utilizes these funds to provide a community clean-up day accepting household trash, recyclables, and electronics; and

**WHEREAS**, the City also utilizes funds to offset expenses associated with the operation and maintenance of a compost site collecting yard waste, garden waste, and brush from municipal residents for free; and

**WHEREAS**, the County has amended Section 2 and Section 8 of the approved grant agreement and are seeking execution of an amended document; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Watertown, Minnesota, hereby approves the amended City Solid Waste Reduction & Recycling Grant Agreement and authorize the City Administrator to execute and necessary documents.

Adopted by the City Council of the City of Watertown this 22<sup>nd</sup> day of January, 2019.

\_\_\_\_\_  
Steve Washburn, Mayor

ATTEST: \_\_\_\_\_  
Lynn Tschudi, Clerk/Treasurer



**Public Services Division**  
Carver County Government Center  
600 East 4th Street  
Chaska, MN 55318-2102

**CARVER  
COUNTY**

January 14, 2019

Mr. Shane Fineran  
City Administrator  
City of Watertown  
309 Lewis Ave. S  
Watertown, MN 55388

Dear Mr. Fineran,

The Carver County Board of Commissioners is committed to distributing Select Committee on Recycling and the Environment (SCORE) funds received from the State to municipalities for assisting with recycling and composting programs.

In 2018, the City of Watertown entered into an agreement with the County to receive this funding. The grant agreement covered one year and was renewable for up to four additional years. Typically, the agreement is renewed, but in 2019, the County added "age requirement" language to Section 2. of the contract. The specific language states:

*All work done by the Grantee or on the Grantee's behalf, shall be performed by individuals fourteen (14) years of age or older pursuant to Minn. Stat. 181A.04*

The County also modified Section 8. by adding the phrase "including, making monetary donation" into Part a. Assignments.

Since the terms of the agreement were modified, I am requesting that you sign and return the new grant agreement which is enclosed for your review. The recycling and waste reduction activities specified in the previous grant will remain the same.

On a separate note, I would like to remind you that all expenses related to the 2018 grant round must be received by the County by January 31, 2019 to be eligible for reimbursement.

Please contact me at (952) 361-1806 with any questions related to the 2019 grant agreement or the 2018 grant reimbursement.

Sincerely,

Marcus Zbinden  
Senior Environmentalist

**COUNTY OF CARVER  
CITY SOLID WASTE REDUCTION & RECYCLING  
GRANT AGREEMENT**

This Agreement is entered into by and between the County of Carver, 600 East 4<sup>th</sup> Street, Chaska, Minnesota 55318, through its Public Services Division, 600 East 4<sup>th</sup> Street, Chaska, MN 55318 (hereafter “County”) and the City of Watertown, 309 Lewis Ave S. PO Box 279, Watertown, MN 55388 (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 City Watertown’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:* February 8, 2019. 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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first. All expenditures must be made prior to December 31, 2019 and reimbursement requests must also be received by the County no later than January 31, 2020. The grant agreement may be extended in one-year increments until December 31, 2022 by mutual consent of the parties provided that funds are available and the Grantee remains in compliance with grant terms. 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), which must be updated each calendar year.
- 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. All work done by the Grantee, or on the Grantee’s behalf, shall be performed by individuals fourteen (14) years of age or older pursuant to Minn. Stat. 181A.04. The Grantee will perform the following duties as part of this agreement:

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 4<sup>th</sup> 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 Shane Fineran, City Administrator, City of Watertown, 309 Lewis Ave. S, Watertown, MN 55388. 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, including making monetary donations, 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**

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

\_\_\_\_\_  
Grantee/Date

\_\_\_\_\_  
County Administrator/Date

\_\_\_\_\_  
Division Director/Date



January 2, 2018

Marcus Zbinden  
Carver County  
600 East 4<sup>th</sup> Street  
Chaska, MN 55318

Dear Marcus,

This letter is notification that the City of Watertown wishes to pursue SCORE funds in the amount of \$5,837.00 in FY2018 for the purpose of operating a free yard waste collection site and also a community clean up event collecting household trash and recyclable material and electronics.

Thank you,

A handwritten signature in black ink, appearing to read "Shane Fineran". The signature is stylized and cursive.

Shane Fineran  
City Administrator

HEART OF THE LUCE LINE TRAIL