

## **CARLTON COUNTY GREEN SCHOOLS PROJECT GRANT AGREEMENT**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between THE COUNTY OF CARLTON, hereinafter “Grantor”, a body corporate and politic existing under the laws of the State of Minnesota, and the \_\_\_\_\_ SCHOOL DISTRICT, hereinafter “Grantee”.

**WHEREAS**, state law establishes ambitious recycling goals for counties and mandates that counties plan for and ensure the provision of recycling services and opportunities; and

**WHEREAS**, Carlton County is committed to maintaining and expanding its already successful recycling and waste reduction programs; and

**WHEREAS**, Carlton County has funds for the purpose of expanding recycling and waste reduction efforts within Carlton County schools; and

**WHEREAS**, Carlton County has determined that the proposal (attached herein), submitted by Grantee promotes a successful recycling and waste reduction program; and;

**WHEREAS**, the Grantee will comply with all State and County permitting requirements;

**NOW, THEREFORE**, the parties hereby agree as follows:

1. The contact person for Grantor is Resource & Recycling Coordinator, Carlton County Zoning and Environmental Services, PO Box 220, 301 Walnut Avenue, Carlton, MN 55718.
2. The contact person for Grantee is \_\_\_\_\_ located at \_\_\_\_\_ MN \_\_\_\_\_.  
School Address Zip Code
3. Grantor has agreed to provide Grantee a grant in the sum of \$\_\_\_\_\_ (\_\_\_\_\_ dollars) subject to the following conditions:
  - a. Grantee shall incur eligible expenses as follows:
    - i. Collection materials for an effective recycling program must be purchased first. Remaining eligible purchases must aid in improved recycling and waste reduction efforts.
    - ii. Total grant funds shall be spent within six (6) months of the date of this agreement or by the last day of the school year, whichever occurs first.
  - b. The Grantee shall provide the Grantor a detailed final report on expenditures of grant funds six (6) months from the date of this

agreement or by the last day of the school year, whichever occurs first.

- c. The Grantee shall establish a “Green Team” to research and promote ‘green’ initiatives within their schools and provide Grantor with contact information for the team members.
- d. The Grantee shall make available all information necessary for tracking waste and recycling volumes and disposal costs for a minimum of six (6) months from the date of this agreement.
- e. The Grantee shall hold harmless and indemnify the Grantor and its officers, agents, and employees from any and all damages or financial obligations incurred by the Grantee in the grant project.

The Grantee warrants that such sums shall be used only for the purposes identified in subparagraph 3.a, above. Further, the Grantee shall not sell or dispose of any equipment purchased with the grant funds without prior written notification to, and approval from, the Grantor. The Grantor shall have the right to match any bonafide offer for the equipment at the fair market value minus the amount of the grant. Such right to purchase shall continue for five (5) years after the grant term or December 31, 2024.

- f. The provision of this grant does not constitute a joint venture or enterprise between the Grantee and the Grantor.
- g. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The Grantee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
- h. The Grantee warrants that it has an affirmative action plan in place.
- i. The Grantee warrants that it shall comply with the terms of the grant application, attached as Exhibit A, and this grant application agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above indicated.

\_\_\_\_\_ **SCHOOLS**

BY: \_\_\_\_\_  
Superintendent

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

BY: \_\_\_\_\_  
Chair, School Board

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

**CARLTON COUNTY**

BY: \_\_\_\_\_  
HEATHER CUNNINGHAM  
Carlton County Zoning & Environmental  
Services Administrator

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

BY: \_\_\_\_\_  
Kathy Kortuem  
County Auditor

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

BY: \_\_\_\_\_  
Marv Bodie  
Chairperson, Carlton County Board

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

**APPROVED AS TO FORM & EXECUTION**

BY: \_\_\_\_\_  
LAURI KETOLA  
County Attorney

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