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School Waste Reduction and Recycling Assistance Agreement

This is an agreement between **DISTRICT NAME, ISD ###** hereinafter called “**ISD ###**” and Washington County Department of Public Health and Environment hereinafter called “the County”.

TERM

This agreement will be effective upon the date that the final required signature is obtained by the County, and will be for a period of twelve (12) months. The agreement shall renew automatically for subsequent twelve (12) month terms unless and until either party indicates its intent to terminate the agreement by giving the other party written notice ninety (90) days prior to the anniversary date of the agreement. However, the automatic renewal shall end five years from the effective date of this agreement. The agreement may be amended in whole or in part from time to time by mutual consent of the parties.

COST & PAYMENT

ISD XXX and individual schools within ISD XXX and Washington County may submit Washington County School Waste Reduction and Recycling Funds and Assistance Applications (Appendix C) to the County to receive funding and assistance to advance along the School Waste Reduction and Recycling Best Practices Continuum (Appendix B). The amount of funding and resources allocated to each school district and to the district in total will be determined in consultation with district and school representatives, school recycling experts, and county staff. Final determination of funding and assistance will be determined by the County and prioritized according to the Washington County School Waste Reduction and Recycling Assistance Guidelines (Appendix A). Applications will be completed and submitted in close coordination with county staff. Resources will be provided in the form of needed equipment purchased by the county and/or funds to make equipment purchases, depending on individual circumstances.

PURPOSE & SCOPE

The purpose of this School Waste Reduction and Recycling Assistance Agreement is to allow the County to provide technical assistance and resources such as waste bins and other infrastructure, educational resources, and promotional tools to Washington County public schools within school district XXX for creating, implementing, and improving programs to increase waste reduction and recycling efforts. Funding priorities, eligible expenses, and other assistance guidelines are provided in the Washington County School Waste Reduction and Recycling Assistance Guidelines (Appendix A). This completed and signed agreement by both parties and a signed application with any additional terms constitutes the terms and agreements of projects. The County may provide additional items needed to achieve the goals of the project outlined in this application, but not explicitly listed in the project expenses section without a separate completed application. The County may provide items needed to improve school recycling programs costing below \$500 without a completed project application.

BACKGROUND

Public schools are required by [state statute](#) to have a recycling program. School recycling programs educate future generations about the importance of waste reduction, recycling, and overall environmental stewardship. In addition, recycling can help schools save on disposal costs and charges associated with solid waste disposal. The Washington County Board of Commissioners approved the 2018-2030 Washington County Waste Management Master Plan which directs the County to provide

technical assistance as well as grants to increase recycling and organics diversion, support food waste prevention and donation program participation, and reuse opportunities.

COUNTY RESPONSIBILITIES

1. Assist ISD ### staff in submitting applications for projects seeking county school waste reduction and recycling assistance.
2. Communicate directly with ISD ### regarding matters related to project applications and project approval, the purchase and implementation of new infrastructure, and project evaluation and reporting.
3. Provide funds, resources, and technical assistance based on approved project applications.
4. Provide assistance related to the implementation, training, and education of staff of new infrastructure and processes.
5. Assist with any pre- and post-measurement of projects implemented for reporting

ISD ### RESPONSIBILITIES

1. Submit this fully executed agreement to the County.
2. Appoint a primary district and/or school contact for the county.
3. Alert relevant district and school staff of this agreement and the assistance available.
4. Submit complete applications in coordination with county staff and applicable school staff.
5. Maintain county funded resources as ISD ### property and cover costs for any maintenance.
6. Coordinate with county staff to work with school personnel to educate staff, students, building operators, and building visitors about enhanced recycling programs.
7. Work with county staff to document project performance measurements.
8. Agree to implement school recycling best practices, including: pairing trash and recycling bins, color coded bins, and labeled bins. Best practices will be maintained by the receiving party upon project completion and beyond.
9. Provide a copy of the current Waste/Recycling/Organics hauling contract and any amendments to the County
10. Submit quotes and invoices to the County as applicable.
11. Inform the County of any known changes to procedures and associated contracts for waste programming including organics, food-to- animals, single sort recycling, and trash throughout the term of this agreement.
12. Complete a verification of compliance with MN Statute 115A.471/115A.46. These forms are returned with the contract. No further follow-up is conducted unless there is known non-compliance. **Sample language:** *Verification of Compliance with Minnesota Statute 115A.471 and 115A.46: As a condition of eligibility for Washington County funds, pursuant to Minnesota Statutes 115A.46, subd.5 and 115A.471, all waste generated by school buildings must be managed in accordance with the County's Solid Waste Management Plan and delivered to the Ramsey/Washington Recycling and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this agreement. I (name) (title) for the School District of _____, verify that said school district currently, and will through the length of the agreement, comply with Minnesota Statutes 115A.46 and 115A.47 by delivering all waste generated by school buildings and contracts/agreements to the Ramsey/Washington Recycling and Energy Center.*

ADDITIONAL CONTRACT TERMS

I. FIREARMS PROHIBITED

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

II. DATA PRIVACY

All data collected, created, received, maintained or disseminated for any purposes by the activities of ISD ###" because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted. ISD ###" agrees to abide by these statutes, rules and regulations and as they may be amended.

III. INDEMNITY CLAUSE

ISD ###" agrees that it will indemnify and hold harmless the County, its officers and employees, against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the ISD ###" 's performance or failure to adequately perform its obligations pursuant to this Agreement.

IV. INSURANCE

ISD ###" agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
2. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
3. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, ISD ###" will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, ISD ###" shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by ISD ###" to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

V. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the County or the Department. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees shall accrue to the ISD ###" or employees of the ISD ###" performing services under this Agreement.

VI. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY AND RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, ISD ###" will:

- 1) Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- 2) Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.

MATERIAL AND WORK PERFORMANCE

All reports, memoranda, referrals, and correspondence generated by ISD ###" in fulfilling this Agreement shall become the property of the County. ISD ###" shall prepare and maintain all records required by the County to substantiate the amount and types of services rendered and for other purposes. The County shall inform ISD ###" of the need for and nature of all such records.

VII. NON DISCRIMINATION

During the performance of this Agreement, ISD ###" agrees to the following:

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

VIII. SUBCONTRACTS

ISD ###" shall not subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without notifying the County in writing or via email. The ISD ###" shall ensure and require that any subcontractor agrees to and complies with all of the terms of this

Agreement. Any subcontractor of the ISD ###" used to perform any portion of this Agreement shall report to and bill the ISD ###" directly. The ISD ###" shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

IX. MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

X. SEVERABILITY

Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

IN WITNESS WHEREOF, the parties have executed this Grant agreement on the dates indicated below.

WASHINGTON COUNTY

ISD #

BY: _____

BY: _____

Lowell R. Johnson, Director Date
Public Health & Environment

Date

APPROVED AS TO FORM

BY: _____

Date

Appendix A: Washington County School Waste Reduction and Recycling Assistance Guidelines

Introduction

Washington County has funding, free container labels and technical support available to help schools start, improve, or manage trash, recycling, food scraps, organics recycling, and waste reduction programs.

All public and non-public K-12 schools in Washington County are eligible for school recycling assistance funding. A complete School Waste Reduction and Recycling Assistance Agreement must be submitted to Washington County staff prior to the submission of a Washington County School Waste Reduction and Recycling Funds and Assistance Application.

Private and charter schools must first exhaust all BizRecycling grant funding before requesting funds through Washington County's School Waste Reduction and Recycling Assistance Program.

Funding Objectives

County assistance and funding helps schools achieve waste management goals described on the [Schools Waste Reduction and Recycling Best Practices Continuum](#). Provided funds may not support existing activities or operations. Funding is intended for new and innovative projects or to expand the scope of existing waste management efforts. Funds are to be used to cover project capital and startup expenses, and education/promotional costs for implementation of activities.

The [Schools Waste Reduction and Recycling Best Practices Continuum](#) is the guiding document for developing funded projects and recognizes schools/districts are at different places along the continuum. Technical assistance and resources will be made available to assist schools in improving recycling and organics management programs in line with the best practice's continuum. Schools/districts must provide status of recycling programs in regards to the school's best practices continuum.

[The continuum](#) was created in the fall of 2018 based on feedback and input from an advisory group consisting of Ramsey and Washington County school representatives and identifies four categories of best management practices for school waste reduction and recycling programs:

1. Administration
2. Recycling and Organics
3. Education and Information
4. Waste Reduction and Reuse

Advancement along Schools Continuum

The continuum breaks down the four categories of best management practices into specific initiatives. The initiatives are organized into the following stages:

1. Basic
2. Improved
3. Advanced

Advancement along the continuum in one or more of the four best management practice categories should be included in project goals.

Diversion Potential

Achievement of the largest benefit to the school's waste goals (diversion of materials from the trash stream, waste prevention, etc.) should be included in project goals. This benefit analysis for specific equipment items will be completed on a case by case basis.

Project Sustainability

Project proposals should demonstrate a strong plan to sustain the activities after grant funds have been exhausted.

Innovation

Project proposals exhibiting creative and innovative ideas and strategies to achieve improvements to recycling and organics management programs that are in line with the best practice's continuum and are readily applicable in other locations are encouraged.

Project Check-Ins and Reporting

Progress reports on project activities will be required for larger projects and may include regular check-in phone calls and written updates. Progress reports must detail progress towards project goals, adherence to timeline, and spending status. A final report may be required via a county provided form. Final project reports must include the project barriers encountered, solutions implemented, lessons learned, and the plan for program continuation.

Application Assistance and Approval

Washington County staff are available to help throughout the application process, project implementation, and report writing. Items needed to improve school recycling programs costing below \$500 may be provided without a completed project application. Additional resources needed to achieve the goals of the project outlined in an application but not explicitly listed in the project expenses section may be provided without a separate completed application. The application form must be drafted in consultation with county staff or a consultant under contract with the County. Contact Hannah Keller at Hannah.Keller@co.washington.mn.us or (651) 430-6683.

A school or district completing a School Waste Reduction and Recycling Assistance Application does not commit Washington County to provide assistance resources or to pay any costs incurred in preparation and submission of this application or in anticipation of awarded assistance. The county reserves the right to deny program resources or provide partial funding for project proposals. The county reserves the right to negotiate with any, all, or none of the application respondents.

Upon notification of project approval, county staff will contact the school/district to set up an initial meeting with the stakeholders involved with the project. The purpose of this initial meeting is to discuss project implementation and to review the reporting guidelines.

Appendix B: Schools Waste Reduction and Recycling Best Practices Continuum

BASIC	IMPROVED	ADVANCED
Administration	Administration	Administration
Obtain support from top decision makers as appropriate (Superintendent, Assistant Superintendent, Head of School, Executive Director, Principal)	Adopt a comprehensive district-wide or school-wide waste reduction and recycling policy and notify staff, students, and community	Adopt a comprehensive district-wide or school-wide purchasing policy or guidelines to support waste reduction and recycling
Review hauler contract, baseline trash and recycling costs and volumes and identify cost saving opportunities	Develop RFP and execute contract for trash and recycling services designed to financially reward schools for waste reduction and recycling and enhance vendor performance and accountability	Obtain from hauler, reports on school performance (trash and recycling tons or volumes)
	Establish waste reduction and recycling goals and strategies and develop performance metrics	
	Encourage and incentivize staff participation in waste reduction and recycling efforts	Include responsibilities for recycling and organics operations in job descriptions
Recycling and Organics	Recycling and Organics	Recycling and Organics
Establish procedures and infrastructure for a single stream recycling program at each building	Establish an organics program with sort tables and oversight by para's, lunchroom monitors, custodians, or transition student workers	Provide recycling containers for events such as weekend tournaments as well as outdoor spaces including stadiums and arenas
Provide standardized, color-coded, labeled, and paired trash and recycling containers in common spaces, offices, classrooms, and cafeterias	Establish milk carton recycling	Identify, on an ongoing basis, products currently not recyclable or compostable and switch to alternatives
BASIC	IMPROVED	ADVANCED

Recycling and Organics	Recycling and Organics	Recycling and Organics
Collect construction and demolition waste separately for reuse and/or recycling options	Right-size trash and recycling services to streamline operations and reduce costs	Implement methods to streamline collecting, consolidating, and transporting recyclables such as compacting and baling
Education & Information	Education & Information	Education & Information
Provide an easy to access resource so staff and students know what to recycle, where, and why	Develop a video or other effective education resource to use at the beginning of the school year and also make available on the website	Incorporate waste reduction and recycling education into the curriculum
Maintain information and resources in a centralized location and keep waste reduction, reuse, recycling, and contact information current	Report back to administration, staff, and students how the waste reduction and recycling program is performing, environmental benefits and financial outcomes	Recognize those involved in the waste reduction and recycling program
	Establish green teams to help with program performance, information, and education	Develop separate targeted education efforts for teachers and support staff, (facilities, food service, etc.) such as including during employee orientation
		Engage school partners and community on an ongoing basis (i.e. PTAs, community groups)
Waste Reduction/Reuse	Waste Reduction/Reuse	Waste Reduction/Reuse
Reduce one material from the waste or recycling stream (i.e., default all printers/copiers to double-sided or have staff input a code in order to print)	Eliminate one material from the waste or recycling stream	Research alternatives to breakfast to go and/or pre-packaged meals and eliminate at least one material from the waste stream
	Use reusable trays in cafeteria	Use reusable silverware and minimal pre-packaged/portioned items served in the cafeteria
BASIC	IMPROVED	ADVANCED

Waste Reduction/Reuse	Waste Reduction/Reuse	Waste Reduction/Reuse
	Reduce one source of food prep or plate waste generated in the kitchen and/or cafeteria	Establish a food share table, food donation program or other reuse opportunities in the cafeteria
	Establish a system for reusing or selling surplus equipment and supplies	Identify additional opportunities to reduce waste or reuse materials
	Conduct end of year locker/desk clean-outs to collect reusable school supplies and increase recycling	

Appendix C: Washington County School Waste Reduction and Recycling Funds and Assistance Application

An executed School Waste Reduction and Recycling Assistance Agreement between Washington County Public Health and Environment and the independent public school district or charter or private school is needed before the completion and submission of this Washington County School Waste Reduction and Recycling Funds and Assistance Application to receive funds and assistance.

Washington County Public Health and Environment staff are available to help throughout the application process and project implementation. This application is a collaborative effort between schools and Washington County and is to be drafted in consultation with county staff or a consultant under contract with the county and in accordance with Washington County School Waste Reduction and Recycling Assistance Guidelines.

Contact Hannah Keller (Hannah.Keller@co.washington.mn.us, 651 430 6683) for assistance and to submit completed application.

To submit a complete application, including the following:

1. Application
2. Last (3) months of waste services bills

Applicant Information

District Name (if applicable): _____

School Name (N/A if application for entire school district): _____

Location address: _____

Project Lead Contact Name: _____

Project Lead Contact Title: _____

Project Lead Phone: _____

Project Lead Email: _____

Project Title (the project title should indicate the project location and focus area):

Current Enrollment: _____

Grade Levels: _____

Project Information

1. Waste Services information:

*If your project is for multiple locations, please complete a table for each location.

Material	Volume (gal. or yd ³)	Number of dumpsters	Frequency of pickup	Hauler	Contract end date
Trash					
Recycling					
Food Waste					

2. Briefly describe your current waste reduction and recycling program(s)

3. Briefly describe why you are requesting assistance through this program and describe the goal(s) you wish to accomplish.

4. Briefly describe what you are requesting assistance for and the work scope task(s) that will be carried out.

5. Briefly describe how you will measure the success of the project goal(s).

6. Describe how you will incorporate students in the project and how you will provide student and staff education on project outcomes.

7. Describe how the activities/project will be sustained after program assistance has been exhausted.

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8. Describe any prior grants, funding, or assistance the school or district has received from Washington County, Ramsey County, or BizRecycling for waste reduction, recycling, or organics management including year's awarded, total amount awarded, and a brief project description.

Grant, funding or assistance	Year awarded	Total amount awarded	Brief description of the project

9. Indicate which item(s) on the Schools Waste Reduction and Recycling Best Practices Continuum best aligns with the project(s) outlined in this application.

Continuum Category (Administration, Recycling and Organics, Education & Information, or Waste Reduction/Reuse)	Continuum Level (Basic, Improved, or Advanced)

10. Itemize the costs for projects proposed through the assistance program. Include any shipping costs and attach vendor estimates, if applicable. Add additional lines to the table as needed.

Item	Cost (\$)
Total	

Authorizing Signature (include all needed authorizing signatures from school and district leadership). Contact Washington County for guidance.

Name: _____

Title: _____

Date: _____