



## Scott County Recycling Infrastructure, Innovation and Outreach Grants

### Grant Program Summary

Scott County as part of implementing its Solid Waste Management Master Plan is soliciting proposals to increase recycling or the effectiveness of recycling (including reuse; and organics separation, collection and composting) of Mixed Municipal Solid Waste. This solicitation is for **applications received no later than 3:30 P.M. January 18, 2019**. The County has a total of \$350,000 for these grants in 2019. The County anticipates dividing this amount as follows: \$255,000 for projects that add capacity through infrastructure or technology improvements or innovative collection methods; \$50,000 for projects that increase outreach efforts to residents and businesses; \$25,000 for Feasibility or Market Studies that lead to future improvements in infrastructure, technology, collection methods, or outreach for recycling; and \$20,000 for Food Venue Conversion Studies<sup>1</sup>. However, the County may choose to fund these categories differently depending on the quality and amount of applications received for any particular category.

### Goal

The goal of this grant program is to increase recycling, or to enhance or increase the effectiveness of recycling in the county.

### Eligible Parties

Eligible applicants include non-governmental organizations, public-private partnerships, businesses, institutions, local units of government, and tribal governments.

### Focus Areas

While applications for any activity that has documented ability addressing the goal of the program are eligible, priority will be given to applications that build additional recycling capacity in Scott County, particularly with respect to:

1. Infrastructure for organics collection and composting (i.e., transfer capacity, drop off sites, or collection methods).
2. Infrastructure for increasing reuse (i.e., increased collection, storage, repair and reuse, and re-distribution).

---

<sup>1</sup> Studies that investigate the feasibility and cost of converting large food venues to reusable service settings (e.g., cups, plates, etc), or compostable service settings in combination with source separating organics and food waste. The county's experience is that for some venues this would reduce waste going to the landfill, and save vendors money since recycling is taxed less than waste disposal.



3. Infrastructure and innovative approaches for increasing the recycling of non-traditional materials (e.g., plastic film, carpet, textiles, and mattresses).
4. Innovative approaches and outreach efforts to reduce contamination at the curb and in recovered products.
5. Outreach and promotion efforts to businesses, institutions and residents designed to complement the county's existing efforts, increase recycling, and reduce contamination (see a summary of the county's existing education and outreach effort (see <https://www.scottcountymn.gov/DocumentCenter/View/11418/Educational-Assessment-Chart> ).
6. Feasibility or Market Studies that generate information necessary to make decisions about future infrastructure investments and market demand, or organics availability.
7. Studies that investigate options and next steps for converting large food venues to reusable service settings (e.g., cups, Plates, etc), or compostable service settings in combination with source separating organics and food waste.

### **Eligible Expenses/Projects**

Projects need to have a demonstrable benefit to recycling in Scott County, and preferably address one of the focus areas above. Eligible expenses include equipment, facilities, supplies, and labor related to the proposed improvements.

### **Ineligible Costs**

- Research and development of a product that would be patented, copyrighted, or a subject of trade secrets.
- Cost of existing efforts or programs.
- Operating costs, except for a limited duration of additional hauling cost for new or pilot activities if approved as part of the application.
- Cost of preparing the grant application.
- Cost of activities and cost incurred prior to execution of a grant agreement.
- Vehicles; unless needed to capture a new recycling stream and is not part of a for profit service, or as part of an effort to pilot a new technology if approved as part of the application.
- Purchase of real property (land, real estate, and buildings) or easements. However, if not incurred prior to execution of a grant agreement, such costs may count toward the required match percentage.
- Cost of fund raising, lobbying, lobbyists, and political contributions; entertainment, gifts; and bad debt, late payment fees and finance charges.



- Projects need to have a demonstrable benefit to recycling in Scott County.
- Each awardee must enter into an agreement with Scott County. The application will be used to develop a Scope of Work for the agreement. The agreement will be similar to the standard county agreement included as Attachment A.
- Awardees must be in compliance with applicable regulations governing waste management in the county before a contract will be awarded (businesses or public entity applicants must have and implement a plan to be in compliance within 6 months with Minn. Stat, 115A.151, Minn. State 115A.471, and Minn. Stat. 115A.552).
  - A public entity must be recycling and having waste processed in accordance with Minn. Stat. 115A.471 and Minn. Stat. 115A.552.
  - Businesses must be recycling in accordance with Minn. Stat. 115A.151.<sup>2</sup>
  - Waste management and composting facilities must have appropriate permits and licenses.
  - Haulers must have appropriate licensing and meet Scott County's ordinances.
- Awardees must agree to report baseline pre-grant and annual post-grant quantities of a) materials recycled (or reused), b) trash, and c) other measures as applicable such as percent contamination, or percent participation.
- Provide a final report documenting results and lessons learned.
- Maintain grant funded improvements or pilot efforts as follows:
  - Innovative Collection and Outreach efforts for duration agreed to with the application and preferably not less than two years.
  - Infrastructure and technology improvements as standard for the industry and agreed to with the application preferably not less than five years.
- Agree to host a site visit (if applicable) for Scott County representatives including the Scott County Solid Waste Advisory Committee.
- Agree to a press release or story publically published about the project.
- Involve Scott County staff in Feasibility and Market Studies.
- Provide match as follows.

---

<sup>2</sup> Note a separate Business Grant program is available through the county to help businesses come into compliance.



Grant Category	Project/Expense Type	Required Match	Example
Infrastructure/Technology Improvements	Equipment, facilities, infrastructure or technologies	Equal	\$100,000 grant + \$100,000 match for total project of \$200,000
Outreach	Education and Outreach	25%	\$10,000 grant + \$2,500 match for total project of \$12,500
Innovative Recycling Collection Methods	Piloting new or additional innovative collection methods	50%	\$50,000 grant + \$25,000 match for total project of \$75,000
Feasibility Studies	Feasibility and Market Studies	Equal	\$25,000 grant + \$25,000 match for total project of \$50,000
Organics Conversion Studies	Food Venue Conversion Studies	0%	\$10,000 grant + \$0 match

### Review Criteria

In addition to the agreeing to the Other Requirements above, applicants will need to be in compliance with applicable regulations on a pass/fail basis. Applications meeting these basic requirements will be reviewed by the Environmental Service Department according to the criteria in the following table. The highest scoring applications will then be considered for funding. Awards less than \$100,000 can be considered and approved administratively provided there is enough budget. Awards exceeding \$100,000 will be considered by the County Board. The County reserves the right to follow-up or meet with applicants to obtain additional information, or ask questions as necessary to evaluate applications.

Type	Criteria	Weight
Outcome	Improves or increases effectiveness of recycling and/or reuse	30% <sup>3</sup>
	Provides for long-term improvements (builds capacity beyond the term of the grant)	25% <sup>4</sup>
	Addresses one or more priority Focus Area	10%
Feasibility	Financially realistic/cost effective/sustainable	15%
	Well documented project approach	10%

<sup>3</sup> Quantified estimates of increases in recycling or reuse resulting from the proposed project will be given more weight than just narrative descriptions.

<sup>4</sup> Project must meet minimum of 2 years for an innovative collection or education/outreach effort, while the infrastructure, facility or technology (i.e., physical) improvements must last the industry standard or at least 5 years. Longer duration improvements will receive more weight, but it is up to the applicant to clearly support and document this duration in their application.



	with probability of success	
Innovation	Advances innovative strategies, technologies, methods, or techniques	5%
Project readiness	Clarity and completeness of application	5%

**Right to Refuse**

Receipt of applications does not obligate Scott County to award grants. The cost of responding to this grant advertisement is the responsibility of the submitting entity. The County has the right to negotiate with applicant to establish mutually beneficial projects, contract terms and conditions.

**Grant Reimbursements**

The payment or reimbursement process and schedule will be detailed in the agreement. The County prefers reimbursing actual documented expenses quarterly upon receipt of documentation and brief narrative description of work completed; or if the awardee has potential cash flow issues, the county will consider awarding 50% of the award up front with the balance paid quarterly upon receipt of expense documentation and brief narrative description of work completed. In either case the final 10 percent of the award will be held until a final report is received by the County. Labor either paid for by the project, or used as match for the project will be limited to salary plus benefits, and a maximum of 10% administrative/overhead cost applied to salary.

**Grantee Bidding Requirements**

If selected grantees that are non-governmental organizations (NGO’s, both non-profit and for profit) must follow:

Any grant-funded services and/or materials that are expected to cost:

- \$175,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$174,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are suspended or debarred in Minnesota:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.



Grantees that are municipalities must follow:

- The contracting and bidding requirements in the Uniform Municipal Contracting Law as defined in Minn. Stat. § 471.345.
- The requirements of prevailing wage for grant-funded projects that include construction work of \$25,000 or more, per Minn. Stat. §§ 177.41 to 177.44. The bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

The grantee must not contract with vendors who are suspended or debarred in Minnesota:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

### **Reporting Requirements**

Reporting requirements will be detailed in the grant agreement, and will be in accordance with the approved application. It is anticipated, however, that a brief final report will be required documenting results and lessons learned.

### **Verification and Audit**

The County may require site visits or other documentation to verify the completion or implementation of grant activities. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

### **Application Submission Instructions**

Prior to applying, applicants are encouraged to talk with Kate Sedlacek 952-496-8351,

[ksedlacek@co.scott.mn.us](mailto:ksedlacek@co.scott.mn.us), about their idea. Applications must be **submitted no later than 3:30 P.M.**

**January 18, 2019 to Environmental Services, Scott County, 200 Fourth Avenue W., Shakopee, MN 55379.**

Applications must consist of:

- a) A cover letter:



- Identifying the applicant and its legal status (i.e., corporation, partnership, non-profit, etc), address, name of single point of contact, single point of contact information, project manager information if different than the point of contact, and signed by person with binding authority to represent the application.
  - Providing a name for the project,
  - identify which grant category (i.e., Infrastructure and Technology, Education and Outreach, or Feasibility and Market Study, or Food Venue Conversion Study) for which the application is being submitted,
  - Describing current level of compliance (or plan for compliance) with regulations described above on pages 2 and 3.
- b) A narrative describing the proposal limited to three letter size pages. This narrative must include the name of the project and the grant category. It must describe the estimated improvement to recycling (including reuse and organics if applicable); and duration of these benefits. Numerical estimates with supporting documentation will be given more weight than narrative descriptions. The narrative must also disclose any potential conflicts of interest. A project schedule must also be included.
- c) A one page budget broken down by task and expense type (equipment, facility, supplies, labor etc) showing both grant amounts requested and match. Individual equipment, technological improvements and facility improvements over \$5,000 must be detailed as to manufacturer or industry name and its intent.

### **Schedule**

1. Acceptance of applications until 3:30 P.M. January 18, 2019
2. Recommend grant awards February or March 2019
3. Contract negotiation March/April 2019
4. Execute contracts and start work May 2019



COUNTY OF SCOTT
INSERT TITLE OF AGREEMENT

THIS AGREEMENT, by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and
Minnesota, a Choose an item., hereinafter referred to as "Provider."

RECITALS:

- a. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each County is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate powers.
b. Provider is a Choose an item. formed for the purpose of providing
c. The County seeks to enter into an agreement for the needed provision of

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the county and Provider hereby agrees as follows:

1. Compensation and Terms of Payment

- a. Compensation

Provider shall be compensated Choose an item.

Total compensation under this agreement shall not exceed dollars and cents (\$00.00).

- b. Terms of Payment

- 1) Provider shall submit invoices Choose an item. to the authorized agent of the County for payment of work completed. The authorized agent of the County shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the County.



- 2) Final settlement shall be made upon filing with the authorized agent of the County a certificate from the Minnesota Commissioner of Revenue (Form 134), said certificate shall state Provider has complied with Minnesota Statute Section 290.92 withholding provisions as required by Minnesota Statute Section 270C.66. **(Construction contracts only, DELETE if not needed and remove the number 1) from paragraph above)**

## **2. Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

## **3. Scope of Services**

Provider agrees to furnish the following services during the term of the agreement:

**[Insert Scope of Services using outline format A. 1) a) i)]**

## **4. Effective Date of Contract**

This agreement shall be effective [Click here to enter a date..](#)

## **5. Term of Contract**

This agreement shall remain in effect until [Click here to enter a date.](#), or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first, unless it is terminated early as provided herein.

County shall have an option to extend the agreement, upon written letter to Provider, for up to \_\_\_\_\_ (#) additional \_\_\_\_\_ (#) year periods at the same terms. **Optional**

## **6. Authorized Agents**

Scott County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Scott County as follows:

[Name](#)



Title  
Company  
Address  
Phone  
Email

The County is notified the authorized agent for Provider is as follows:

Name  
Title  
Company  
Address  
Phone  
Email

**7. County and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

**8. Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Provider or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.



## 9. Insurance

Provider shall not commence work under this agreement until it has obtained, at a minimum and at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

### a. **Workers' Compensation**

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:
  - Bodily Injury by Accident: \$100,000 each Accident
  - Bodily Injury by Disease: \$100,000 each Employee
  - Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

### b. **Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

### c. **Professional Liability (Malpractice) (When applicable; DELETE if not needed and re-letter section)**

- \$1,000,000 per Claimant
- \$2,000,000 Aggregate per Year

### d. **Commercial Auto Liability**



Automobile Liability should include Hired and Non-Owned, and the County should be named as an additional insured.

Minimum limits of liability shall be:

If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for Bodily Injury  
\$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

e. **Environmental Impairment Liability (When applicable; DELETE if not needed and re-letter section)**

\$1,000,000 Each Loss  
\$1,000,000 Aggregate

f. **Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. **The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to County.** Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider's responsibility to comply with the insurance specifications.

**10. Subcontracts**

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

**11. Force Majeure**



County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

**12. Data Practices**

Provider, its agents, employees and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from Provider's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

**13. Health Insurance Portability And Accountability Act Of 1996 (When applicable; DELETE if not needed and renumber)**

County and Provider mutually agree to incorporate the terms of **Exhibit [REDACTED]** to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information.

**14. Access to Premises**

The County shall arrange access as necessary to work sites for Provider for the purpose of performing the work described in this agreement.

**15. Termination (Choose one and DELETE the other)**

This agreement may be terminated by either party, with or without cause upon **WRITTEN NUMBER (NUMBER)** days written notice to the authorized agent of Provider or the authorized agent of the County.

**OR**

If Provider abandons or unnecessarily delays the performance or delivery of services under this Agreement, or in any manner refuses or fails to comply with the terms of this Agreement or the specifications or appropriate instructions relative to this Agreement, County may terminate this Agreement for default. Upon any such



default, County shall deliver to Provider a notice of default specifying the nature of the default. If Provider does not cure the default within thirty (30) days of receipt of the notice, County may immediately terminate this Agreement. County shall have no further obligations to Provider under this Agreement.

In the event of termination due to default by Provider, County may recover damages to which it may be entitled, may withhold any payments to Provider until the amount of actual damages due County is determined, and may exercise any other available remedies against Provider for the default. **This paragraph is optional**

#### **16. Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

#### **17. Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of Provider, at its address stated herein, or to the authorized agent of the County at the address stated herein.

#### **18. Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

#### **19. Successors and Assigns**



The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

**20. Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policy, attached hereto and incorporated herein as **Exhibit [REDACTED]** through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

**21. Changes/Amendments**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

**22. Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**23. Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous



agreements presently in effect between the County and Provider relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby. **County Board, Administration, or Division/Department Director (depending on contract amount) Signature Page**

**SCOTT COUNTY**

**[PROVIDER NAME]**

by \_\_\_\_\_ by \_\_\_\_\_  
**County Chair, Administrator, or Division Department Director** **NAME**  
**TITLE OF AUTHORIZED SIGNER**

Date \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jeanne Andersen  
Assistant Scott County Attorney

Date \_\_\_\_\_



**POLICY STATEMENT**

It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

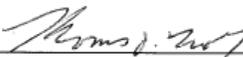
Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.

  
\_\_\_\_\_  
Gary L. Shelton  
Scott County Administrator

1-2-18  
Date

  
\_\_\_\_\_  
Thomas J. Wolf  
Chair, Board of Commissioners

1-2-18  
Date