



Compost Delivery Request Form

Each eligible school may receive one free compost delivery per school year (July 1-June 30). Requests will be considered on a first-come, first-served rolling basis as funds allow.

Eligibility: School must be a current or past Dakota County school grant program participant. Contact schoolrecycling@co.dakota.mn.us if you are uncertain about your school's eligibility.

Steps to request free compost delivery:

1. Confirm your school meets eligibility requirements.
2. Submit this Request Form and attached Compost Grant Agreement **at least two weeks prior to the requested delivery date** to schoolrecycling@co.dakota.mn.us. The requested compost delivery date is not guaranteed and submitting a request farther in advance is encouraged.
3. Receive email approval from the County liaison. This is typically provided within five business days. The county's compost vendor will be notified of approved requests and will follow up with your school liaison regarding compost delivery scheduling and details, as outlined in the Compost Grant Agreement.

School information

Is your school a current or past Dakota County school grant program participant?

☐ Yes ☐ No *If no, your school is not eligible for free compost at this time.*

School Name:	
Address:	
City:	
Zip:	
School Liaison:	
Title:	
Email:	
Phone:	
Does your school currently have an organics (food scraps) collection program?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify in which areas: _____

Compost details

Select the compost soil type your school is requesting:

- ☐ Compost (100% compost)-to be blended with soil to enrich and restore
- ☐ Garden Mix (45% compost, 45% black dirt, 10% sand)-typically used in garden areas
- ☐ 50/50 Compost Topsoil Blend (50% compost, 50% topsoil)-typically used in landscaping for plants, trees and shrubs

Select the amount of bulk compost/compost soils (1-5 cubic yards) your school is requesting:

FYI: One cubic yard is equivalent to approximately two 96-gallon carts and covers a 108 square-foot garden 3" deep.

- ☐ 1 cubic yard
- ☐ 2 cubic yards
- ☐ 3 cubic yards
- ☐ 4 cubic yards
- ☐ 5 cubic yards

How will the compost be used? (e.g., vegetable/flower gardens, on-site plantings, potted plants, turf/grass repair)

Will students be involved in compost application? ☐ Yes ☐ No

If yes, what will students be doing? _____

Identify the top three date and time preferences for compost delivery to your school*:

	Date	Delivery Time	Comments (if needed)
1 st Choice:			
2 nd Choice:			
3 rd Choice:			

**Compost facility availability is not guaranteed. The facility will work with your school to find an alternative date if necessary.*

By signing this form:

- I understand that signing this Request Form does not guarantee compost delivery is approved.
- I agree to meet all school responsibilities outlined in the Compost Grant Agreement.
- I understand that upon approval by the County of this Request Form the terms contained in this Request Form and Compost Grant Agreement constitute the terms of the Grant Agreement between the parties and become effective upon approval by the County.

School Authorized Representative Name
(Person with authority to sign contracts on behalf
of the school)

Title

Signature

Date

Please review and sign the attached Compost Grant Agreement and submit with this Request Form.

Compost Grant Agreement

This Compost Grant Agreement ("Agreement") is made and entered into between the County of Dakota, acting through its Environmental Resources Department ("County") and the school located in Dakota County, identified in the Compost Delivery Request Form attached hereto and incorporated by reference ("School"). The County and School may be collectively referred to herein as "the Parties."

1. **Purpose.** The purpose of this Agreement is for the County to provide compost soil(s) as part of the County's solid waste management plan to requesting schools that are a current or past participant in Dakota County's School Waste Prevention and Recycling Grant Program to use as a soil amendment to support environmental education and close the loop on organics collection.

2. **Term.** This Agreement shall be effective on the date of the signature of the Parties and remain in effect until the compost soil(s) are delivered to the School.

3. **Cooperation.** The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

4. **School Responsibilities.** The School represents that:

- a. it is a current or past participant in the School Waste Prevention and Recycling Grant Program; and
- b. it shall follow the process identified in Section 5 and be obligated to the terms and conditions set forth herein; and
- c. it shall use the compost soil(s) as a soil amendment following application instructions provided by the compost vendor; and
- d. it will complete a feedback survey provided by the County after receiving the compost delivery; and
- e. it will submit at least one (1) digital photo of the ground area before application of compost soils and at least one (1) digital photo of the same ground area after application of compost soils to document compost use to schoolrecycling@co.dakota.mn.us; and
- f. it understands if there is a need to cancel the scheduled compost delivery date due to unforeseen circumstances it is the School's responsibility to notify the compost vendor at least three (3) business days before the delivery. Failure to do so may result in loss of compost delivery eligibility for the school year.

The County represents that it has sought and received quotes for compost soil(s) and compost soil(s) delivery services from vendors to deliver compost soil(s) to eligible participants. Compost delivery is provided through a contract Dakota County has with a local compost facility. The County cannot reimburse for compost purchase arranged independently.

5. **Process.** The following steps shall be completed prior to the School receiving compost soil(s):

- a. The School shall sign the Compost Delivery Request Form and this Agreement and submit both only once per school year (July 1-June 30) and at least two weeks prior to the requested compost delivery date; and
- b. The County Liaison shall review the Compost Delivery Request Form to confirm all required information has been provided and that this Agreement has been executed by the School; and
- c. The County Liaison shall inform the School's Liaison by e-mail whether the Compost Delivery Request Form has been approved (including this Agreement fully executed) and provide the compost vendor with the School's Compost Delivery Request Form; and
- d. The School's Liaison shall coordinate with the compost vendor and schedule a delivery date, time, and location. Compost facility availability is not guaranteed on one of the School's top three delivery date preferences

identified in the Compost Delivery Request Form. The School's liaison shall work with the compost vendor to find an alternative date if necessary. The School's Liaison shall ensure there is a School on-site delivery contact at the school building the day of compost delivery and all instructions provided by the compost vendor to properly receive the compost delivery (e.g., tarp, traffic cones, appropriate compost soils application rates) are followed; and

- e. The School shall take all necessary precautions to protect persons and property at or near the delivery location during the compost delivery.
6. **Funding.** The School acknowledges that Dakota County has no legal obligation to provide the School with compost soil(s) of any quantity if Dakota County Environmental Resources either: (a) has not budgeted sufficient funds to pay for the compost soil(s) and/or services necessary to deliver the compost soil(s) to the School, or (b) has not been able to reach an agreement with a vendor to provide and/or deliver the compost soil(s) to the School pursuant to terms acceptable to the County.
7. **Indemnification.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The School acknowledges that the compost vendor and/or delivery person or entity are not agents of the County. The School shall defend and indemnify the County for all claims, losses, causes of action (collectively "Claims") that are asserted against the County for willful or negligent actions of the School's officers, employees, students or agents arising from the delivery, handling and use of the compost soil(s) delivered pursuant to this Agreement. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Waiver.** The School waives any and all claims as against the County which are attributable to the School's or compost vendor's actual or alleged intentional, willful, negligent acts and/or omissions, actions or omissions that give rise to strict liability, and negligent and/or intentional misrepresentation whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity ("Claims"). The School agrees that any Claims it may have against the compost vendor shall be brought against the compost vendor and not the County.
9. **Authorized Representative.** Authorized representatives for the purposes of this Agreement have authority to bind the party they represent and to consent to modifications, except that authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.
10. **Liaisons.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the School. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the School's Liaison is identified on the School's Compost Delivery Request Form. The liaison for the County is the County's School Waste Prevention and Recycling Program Coordinator.
11. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the Authorized Representative of the County and School.
12. **Minnesota Law to Govern.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, State of Minnesota.

13. **Merger.** This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
14. **Compliance with Laws/Standards.** The County and School agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible.
15. **Excused Default.** The County shall not be liable for providing compost soil(s) upon a determination by the County, in its sole discretion, not to enter into a contract with a vendor to provide/deliver the compost soil(s) contemplated by this Agreement. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party’s reasonable control. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
16. **Electronic Signatures.** The Parties agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREFORE, the Parties hereto have executed this Agreement on the date(s) indicated below.

SCHOOL

Name of School

_____ School Authorized Representative Name (Person with authority to sign contracts on behalf of the School)	_____ Title	_____ Signature	_____ Date
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COUNTY

_____ County Authorized Representative Name	_____ Title	_____ Signature	_____ Date
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