

## PARTNERSHIP AGREEMENT

THIS Partnership Agreement ("Agreement") is entered into effective \_\_\_\_\_ 2024, by and between the **City of Dickinson**, a North Dakota municipal corporation ("City"), and **North Dakota Solid Waste and Recycling Association**, a non-profit corporation of North Dakota ("NDSWRA"), collectively the "Parties" and individually a "Party."

### RECITALS

WHEREAS, the City has undertaken the expansion and renovation of its Baler Building facilities; and

WHEREAS, the City seeks various types of funding opportunities including available grants to defray the cost of said expansion and renovation, and

WHEREAS, the City has applied for the Community Change Grant, which requires the involvement of a non-profit corporation to meet statutory requirements, and

WHEREAS, the City is responsible for compliance and legal issues, and managing risks associated with the project. If NDSWRA is unable to fulfill their obligations as defined, a replacement will be sought that is comparable in expertise, experience, and qualifications of NDSWRA to complete any further responsibilities. Once a qualified replacement is found, a new Partnership Agreement will be drafted and executed with approval by an authorized EPA official.

WHEREAS, NDSWRA desires to partner with the City as the non-profit corporation pursuant to the Community Change Grant.

WHEREAS, NDSWRA has focused its mission on providing up-to-date information on the latest innovations and technology in solid waste management and recycling in North Dakota. The organization's mission is to educate, train, and promote environmentally sound waste management practices. The NDSWRA board comprises experts in the solid waste and recycling industry.

WHEREAS, the Agreement shall be effective upon the award of the Community Change Grant.

THEREFORE, IN CONSIDERATION of the following covenants, the Parties agree as follows:

1. The City of Dickinson will be the Lead Applicant.
2. The City of Dickinson is responsible for grant management, performance, and making sub-awards to the statutory applicant.
3. The City of Dickinson will receive funds from the EPA and bear any responsibility and liability associated with said funds.
4. The statutory partner, the North Dakota Solid Waste and Recycling Association (NDSWRA), and the City of Dickinson will enter a sub-award that complies with the sub-award requirements outlined in the EPA's grant.

5. The Statutory Partner is the North Dakota Solid Waste and Recycling Association (NDSWRA) – a 501c3 founded in 1996. The NDSWRA is a non-profit organization that aims to educate, train, and promote responsible waste management practices.
6. NDSWRA’s registered agent in the State of North Dakota is Dwyer Law Office, PLLC, 1605 E Capital Ave, PO Box 2599, Bismarck, ND 58503.
7. As the Statutory Partner for this project, NDSWRA will:
  - a. Facilitate community engagement meetings with at least one representative from the organization present.
  - b. Assist with educational information and materials throughout the grant period.
8. The compensation for the services listed is \$20,500 for the entirety of the grant and is outlined below.

Expense	Calculation	Total
NDSWRA Member Time	50 hours @ \$50 per hour	\$2,500
Community Engagement	Food, Incentives, and Travel for 8 meetings	\$8,000
Educational Materials	Flyers and Communication	\$10,000
Total		\$20,500

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DICKINSON

NDSWRA

By: \_\_\_\_\_

By: \_\_\_\_\_

Scott Decker, President

Paula Gores, President

Board of City Commission

ATTEST

ATTEST

By: \_\_\_\_\_

By: \_\_\_\_\_

Dustin Dassinger

Linda Fisher

City Administrator

Executive Director