

AMENDED JOINT POWERS AGREEMENT FOR SOLID WASTE AND RECYCLING FUNDING

This Agreement is between the County of Ramsey, ("County"), and the City of Saint Paul ("City").

WHEREAS, Ramsey County supports the responsible management of solid waste and requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, Ramsey County requires each municipality to be responsible for developing a long-term financing mechanism to fund its residential recycling and solid waste management programs; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes Sections §473.811 and §400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its recycling and solid waste programs by assessing individual property owners within the City for the costs of its programs utilizing the County's solid waste management service charge authority under contract with the County;

NOW, THEREFORE, IT IS AGREED:

I. CITY OBLIGATIONS

A. The City shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all single family residences, multiunit housing, senior housing/assisted living facilities and manufactured home parks.

B. The City shall provide for the collection of at least the following materials:

- a. Mixed paper (e.g., mail, office and school papers)
- b. Newspaper, inserts and phonebooks
- c. Glossy paper (e.g., magazines and catalogs)
- d. Corrugated cardboard (e.g., mailing boxes and moving boxes)
- e. Paper board or boxboard (e.g., cereal boxes, shoe boxes, and boxes from toothpaste, medications and other toiletries)
- f. Metal food and beverage cans
- g. Plastic bottles (such as those for beverages, condiments, detergent, shampoo and body lotion)
- h. Glass food and beverage containers.

C. The City shall add additional materials as reliable markets become available.

D. The City shall comply with Minnesota Statutes §115A.46 and §115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW

from City owned, operated and leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.

E. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as solid waste and recycling service charge funds, to solid waste management, residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated compostable material collection and associated costs, educational materials, or other costs consistent with the County's Solid Waste Management Master Plan and approved by Saint Paul - Ramsey County Public Health ("the Department"). Administrative costs associated with the City's solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply solid waste and recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential solid waste and recycling costs so long as fees are charged to non-residential properties for this service. Solid waste and recycling service charge funds may be used for non-residential solid waste and recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County's Solid Waste Management Master Plan and approved by Saint Paul - Ramsey County Public Health.

F. On or before December 1 of each year the City shall provide the Department with a solid waste and recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.

G. The City shall pay the County the actual costs of administering the City's solid waste and recycling service charge. The County's actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Records and Revenue Department's direct overhead costs. The City shall pay the County within thirty (30) days of receipt of the County's invoice.

H. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, solid waste and recycling service charge rates and other requested information to be applied to each property.

I. Should it be determined that the solid waste portion of the solid waste and recycling charge is subject to the Solid Waste Management Tax or the County Environmental Charge, the City shall be responsible for ensuring payment of those taxes and/or charges.

II. COUNTY OBLIGATIONS

After receipt of the solid waste and recycling service charge rates from the City, the County shall list the City's charge on the property owners' tax statements, and shall label the charge as "Solid Waste and Recycling."

III. TERM

The Term of this Agreement is July 1, 2014 through June 30, 2019.

IV. TERMINATION

A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.

C. OTHER EVENTS. In the event that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public

assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF SAINT PAUL

Approved

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

By: _____
Director of Public Works

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

By: _____
Assistant City Attorney

Date: _____

By: _____
Director of Financial Services

Approved as to form:

By: _____
Mayor

Assistant County Attorney