

**AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM**

**THIS AGREEMENT** made and entered into on the 1st day of January, 2014, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF BLAINE, hereinafter referred to as the "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, Anoka County will receive \$818,365 in funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") and \$270,984 in funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG funds") during 2014 and

**WHEREAS**, Anoka County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs; and

**WHEREAS**, the County wishes to assist the Municipality in meeting recycling goals established by the Anoka County Board of Commissioners by providing said SCORE and LRDG funds to cities and townships in the County for solid waste recycling programs.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality.
2. **TERM.** The term of this Agreement is from January 1, 2014 through December 31, 2014, unless earlier terminated as provided herein.
3. **DEFINITIONS.**
  - a. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, subdivision 24a.
  - b. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
  - c. "Opportunity to recycle" means providing recycling and curbside pickup or collection centers for recyclable materials as required by Minn. Stat. § 115A.552.
  - d. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
  - e. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling, including paper, glass, plastics, metals, fluorescent lamps, major appliances and vehicle batteries.
  - f. Refuse derived fuel or other material that is destroyed by incineration is not a recyclable material.
  - g. "Yard waste" shall have the meaning set forth in Minn. Stat. § 115A.03, subdivision 38.

4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 5,625 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
- a. The Municipal recycling program shall include the following components:
    - i. Each household (including multi-unit households) in the Municipality shall have the opportunity to recycle at least four broad types of materials, such as paper, glass, plastic, metal and textiles.
    - ii. The recycling program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
    - iii. The Municipality shall implement a public information program that contains at least the following components:
      - (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;
      - (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and
      - (3) Two community outreach activities at municipal events to inform residents about recycling opportunities.The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle within the Municipality.
    - iv. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents.
    - v. The Municipality shall regularly attend the monthly Solid Waste Abatement Advisory Team meetings.
  - b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.
    - i. Organize either 1) spring and fall clean-up/recycling drop-off events, or 2) monthly (at least 8 during the course of the year) recycling drop offs which can be held in conjunction with a neighboring municipality on a cooperative basis for the citizens of both Municipalities.
    - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored events and festivals. The feasibility of adding organics collection at the event may also be explored and added to the event as an enhancement to the waste abatement program.
    - iii. Provide the opportunity for citizens to engage in recycling activities at municipal parks.
    - iv. Organize and manage a Full Service Recycling Drop-off Center.
    - v. Develop enhanced recycling promotion and assistance for multi-units.
  - c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.

5. **REPORTING.** The Municipality shall submit the following reports semiannually to the County no later than July 20, 2014 and January 20, 2015:
- a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this agreement. The Municipality shall also report the number of cubic yards or tons of yard waste collected for composting or land spreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.
  - b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs.
  - c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling programs.

The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

6. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semiannually to the County for abatement activities no later than July 20, 2014 and January 20, 2015. Costs not billed by January 20, 2015 will not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
7. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed \$167,548. The project maximum for eligible expenses shall be computed as follows:
- a. A base amount of \$10,000.00 for recycling activities only; and
  - b. \$5.00 per household for recycling activities only; and
  - c. As provided according to the schedule in Attachment A for each of the following services: Full Service Recycling Drop-off Center, Spring/Fall or Monthly Drop-off events; Municipal Park Recycling; Community Event Recycling; and Multi-unit Recycling; and
  - d. After considering the 2014 Municipal Funding Request (Attachment B) designating the additional Grant Projects that the City will undertake in the upcoming year; and
  - e. Including an additional change order contingency of up to 10% of the total of the first four items in this list.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event the City does not undertake and complete the additional Grant Projects referenced in Attachment B.

8. **RECORDS.** The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
9. **AUDIT.** Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
10. **GENERAL PROVISIONS.**
  - a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement.
  - b. No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to unlawful discrimination under any program, service or activity hereunder. The Municipality agrees to take affirmative action so that applicants and employees are treated equally with respect to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, selection for training, rates of pay, and other forms of compensation.
  - c. The Municipality shall be responsible for the performance of all subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The Agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
  - d. The Municipality agrees that the Municipality's employees and subcontractor's employees who provide services under this agreement and who fall within any job classification established and published by the Minnesota Department of Labor &

Industry shall be paid, at a minimum, the prevailing wages rates as certified by said Department.

- e. It is understood and agreed that the entire Agreement is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
  - f. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
  - g. Contracts let and purchases made under this Agreement shall be made by the Municipality in conformance with all laws, rules, and regulations applicable to the Municipality.
  - h. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
  - i. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
11. **PUBLICATION.** The Municipality shall acknowledge the financial assistance of the County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds (Select Committee on Recycling and the Environment).
12. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.
- The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.
- The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.
13. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as

said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

**IN WITNESS WHEREOF**, the parties hereunto set their hands as of the dates first written above:

**CITY OF BLAINE**

**COUNTY OF ANOKA**

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

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

Name: \_\_\_\_\_

Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Municipality's Clerk

Jerry Soma  
County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_

\_\_\_\_\_  
Assistant County Attorney

**2014 Municipal Funding Request  
Attachment B**

The City of Blaine is requesting the following funding for their municipal efforts in 2014.

Grant Projects	Eligible Allocations	Amount Requested
Municipal Grant Funding Allocation	\$118,790	\$118,790
Full Service Drop-off Center Allocation (Staffed recycling center, open a minimum of 3 days per week, collecting mattresses, traditional recyclables, scrap metal, carpet, etc.)	\$30,000.00	
Monthly Drop-off Center (at least 8 per year)	\$15,000	\$ 6,000
Municipal Park/Community Event Recycling	\$6,000	\$ 4,000
Multi-Unit /Curbside Recycling	\$6,000	\$ 6,000
Recycling Enhancement Grant (Additional promotion efforts, multi-units, organics program) Insert a description of the efforts being proposed below.	\$21,758	\$ 21,758
<b>Total Amount Eligible Being Requested for 2014</b>	<b>\$167,548</b>	<b>\$* 156,548</b>

A description of the efforts being proposed for the Recycling Enhancement Grant.

ADDITIONAL PROMOTION  
 PROMOTION FOR MANUFACTURED HOUSING PARKS  
 PROMOTION FOR APARTMENTS  
 SMART PHONE RECYCLING APP DEPLOYMENT  
 INCREASED ORGANICS COLLECTION AT 3M CHAMPIONSHIP  
 INCREASED RECYCLING COLLECTION AT 3M CHAMPIONSHIP

The City of Blaine requests \* \$156,548 for 2014 Municipal Funding.

Date July 4, 2014

Name MARK A. HAVER

Title RECYCLING COORDINATOR

\*these amounts should match and may not exceed eligible allocation total. This amount will be 10% less than the contract maximum for the grant.

