

**2016 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM**

**THIS AGREEMENT** made and entered into on the 1st day of January, 2016, 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 \$990,178 in funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2016; and

**WHEREAS**, pursuant to legislation a portion of the SCORE funds must be used to encourage recycling of source-separated compostable materials, and Anoka County has determined that the minimum amount for this program is \$85,907; and

**WHEREAS**, Anoka County will also receive \$275,635.55 in funding pursuant to Minn. Stat. § 471.8441 (hereinafter "LRDG funds") during 2016; and

**WHEREAS**, Anoka County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the total budget for the Residential Recycling Program is \$1,390,178; 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, 2016 through December 31, 2016, unless earlier terminated as provided herein.
3. **DEFINITIONS.**
  - a. "Full Service Recycling drop-off center" means centralized permanent drop off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, carpet, furniture, source separated compostables, electronics, etc. Materials will be accepted at either a discounted rate or at no cost.
  - b. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.

- (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.
- iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle within the Municipality. The Municipality shall incorporate SWMCB Rethink Recycling images and use the toolkits provided when preparing promotional materials. 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 per year.
  - vi. The Municipality shall offer one or two spring and fall clean-up/recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a Monthly drop off as described in 4.b.i below, the spring/fall clean-up/recycling drop-off events may be included within that program.
- 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 monthly/quarterly recycling drop offs which can be held in conjunction with neighboring municipality(ies) on a cooperative basis for the citizens of both/all Municipalities.
  - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-Municipal 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 and quasi-municipal facilities such as athletic fields and public centers.
  - iv. Organize and manage a Full Service Recycling Drop-off Center.
  - v. Develop enhanced recycling promotion and assistance for multi-units.
  - vi. Develop additional opportunities for Source-Separated Compostables/Organics collection.
- 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.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse

- b. \$5.00 per household for recycling activities only; 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; Multi-unit Recycling; and Source Separated Compostables Collection;
- c. After considering the 2015 Municipal Funding Request (Attachment B) designating the additional Grant Projects that the City will undertake in the upcoming year; and
- d. Including an additional change order contingency of up to 10% of the total of the first three 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. The County also reserves the ability to assess the programs and reallocate unused SCORE and LRDG funds mid-year if any participating Municipality demonstrates the need for the funding and funds are available.

- 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,

Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

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.

**The Remainder of this page left intentionally blank.**

**2016 Municipal Funding Request  
Attachment B**

The City of Blaine is requesting the following funding for their municipal efforts in 2016.

Grant Projects	Eligible Allocations	Amount Requested
Municipal Base Funding Allocation	\$123,235.00	\$123,235.00
Full Service Drop-off Center Allocation (Staffed or unstaffed)		
Monthly/Quarterly Drop-off Events	\$15,000.00	\$ 7,200.00
Municipal Park/Community Event Recycling	\$3,000.00	\$ 3,000.00
Multi-Unit /Curbside Recycling	\$6,000.00	\$ 6,000.00
General Enhancement Grant (Additional promotion efforts, staffing, Insert a description of the efforts being proposed below.	\$22,647.00	\$ 19,500.00
Source-Separated Compostables/Organics Grant	\$22,647.00	\$ 3,000
Total Amount Eligible Being Requested for 2016	\$192,529.00	* 161,935

A description of the efforts being proposed for the General Enhancement Grants.

The City of Blaine requests \$161,935 for 2016 Municipal Funding.

Date 5-3-16

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.