Anoka County Contract # C0003918

AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2015, 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 COON RAPIDS, hereinafter referred to as the "MUNICIPALITY."

WITNESSETH:

WHEREAS, the County will receive $1,051,986.00 in funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") and $253,916.27 in funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG funds ") during 2015; and

WHEREAS, pursuant to new 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 new program is $116,810.50; and

WHEREAS, the 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, 2015 through December 31, 2015, unless earlier terminated as provided herein.

3. **DEFINITIONS.**

   a. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, subd. 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, subd. 38.

h. "Source-separated compostables" (commonly called "organics") shall have the meaning set forth in Minn. Stat. § 115A.03, subd. 32a.

i. "Quasi-Municipal Event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c(3) organization, for example: the Anoka Halloween Parade.

4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 5,835 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 (including cardboard/paperboard cartons), 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:

(a) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;

(b) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and

(c) 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 (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 Municipality 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 parks.

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 business recycling programming or household hazardous waste programming by the Municipality. Any inquiries of requests regarding these topics should be sent to the County for response.

5. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than July 20, 2015 and January 10, 2016:

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, 2015 and January 10, 2016. Costs not billed by January 10, 2016 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 $234,370.00. The project maximum for eligible expenses shall be computed as follows:

   a. A base amount of $10,000.00 for recycling activities only;
   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 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 Municipality 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 (5) 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)." The Municipality shall provide copies of all promotional materials funded by SCORE funds.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a 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

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

CITY OF COON RAPIDS

By:_____

Name:_____

Title:_____

Date:_____

By:_____
Municipality's Clerk

Date:_____

Approved as to form and legality:

_____

Date:_____

COUNTY OF ANOKA

By:_____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Date:_____

By:_____
Jerry Soma
County Administrator

Date:_____

Approved as to form and legality:

_____
Assistant County Attorney

Date:_____

kmt\waste\recycling-SCORE contracts\2015 contracts\Coon Rapids C0003918

2015 Funding Available for Municipal Waste Abatement Programs
Attachment A

Municipality	2015 Base Funding and Goals							2015 Additional Enhancement Funds Available											Total Funds Available for 2015 Base + Enhancement Funds
				Base Funding: $10,000 + $5.00/HH			Goals: 175 PP MF + 190 PP SF	Monthly Drop-off Events		Full Service Drop-off Center	Park and Event Recycling			Curbside and Multi-Unit Recycling			General Enhancement Grant $1/HH	Organics Collection $1/HH	
	Contract Number	Total Pop	HH	$10,000 Base	$5.00/HH	Total		Up to 4,999 households	5,000 + households		Up to 2,000 households	2,001- 4,999 households	5,000 and up households	Up to 2,000 households	2,001- 4,999 households	5,000 and up households	All municipalities are eligible equally	All municipalities are eligible equally	
								$10,000	$15,000	$30,000	$2,000	$4,000	$6,000	$2,000	$4,000	$6,000			
Andover	C0003911	31,692	10,200	$ 10,000	$ 51,000	$ 61,000	2,996		$ 15,000				$ 6,000			$ 6,000	$ 10,200	$ 10,200	$ 108,400
Anoka	C0003912	17,283	7,214	$ 10,000	$ 36,070	$ 46,070	1,519		$ 15,000				$ 6,000			$ 6,000	$ 7,214	$ 7,214	$ 87,498
Bethel	C0003913	465	180	$ 10,000	$ 900	$ 10,900	44	$ 10,000			$ 2,000			$ 2,000			$ 180	$ 180	$ 25,260
Blaine	C0003914	62,018	22,299	$ 10,000	$ 111,495	$ 121,495	5,795		$ 15,000				$ 6,000			$ 6,000	$ 22,299	$ 22,299	$ 193,093
Centerville	C0003915	3,953	1,337	$ 10,000	$ 6,685	$ 16,685	373	$ 10,000			$ 2,000			$ 2,000			$ 1,337	$ 1,337	$ 33,359
Circle Pines	C0003916	5,014	2,015	$ 10,000	$ 10,075	$ 20,075	472	$ 10,000				$ 4,000			$ 4,000		$ 2,015	$ 2,015	$ 42,105
Columbia Heights	C0003917	19,758	8,055	$ 10,000	$ 40,275	$ 50,275	1,826		$ 15,000				$ 6,000			$ 6,000	$ 8,055	$ 8,055	$ 93,385
Columbus	C0003919	3,960	1,447	$ 10,000	$ 7,235	$ 17,235	376	$ 10,000			$ 2,000			$ 2,000			$ 1,447	$ 1,447	$ 34,129
Coon Rapids	C0003918	62,684	23,910	$ 10,000	$ 119,550	$ 129,550	5,835		$ 15,000	$ 30,000			$ 6,000			$ 6,000	$ 23,910	$ 23,910	$ 234,370
East Bethel	C0003920	11,588	4,052	$ 10,000	$ 20,260	$ 30,260	1,094	$ 10,000				$ 4,000			$ 4,000		$ 4,052	$ 4,052	$ 56,364
Fridley	C0003921	27,865	11,412	$ 10,000	$ 57,060	$ 67,060	2,569		$ 15,000				$ 6,000			$ 6,000	$ 11,412	$ 11,412	$ 116,884
Ham Lake	C0003922	15,650	5,323	$ 10,000	$ 26,615	$ 36,615	1,475		$ 15,000				$ 6,000			$ 6,000	$ 5,323	$ 5,323	$ 74,261
Hilltop	C0003923	865	397	$ 10,000	$ 1,985	$ 11,985	76	$ 10,000			$ 2,000			$ 2,000			$ 397	$ 397	$ 26,779
Lexington	C0003924	2,061	790	$ 10,000	$ 3,950	$ 13,950	191	$ 10,000			$ 2,000			$ 2,000			$ 790	$ 790	$ 29,530
Lino Lakes	C0003925	20,833	6,382	$ 10,000	$ 31,910	$ 41,910	1,836		$ 15,000				$ 6,000			$ 6,000	$ 6,382	$ 6,382	$ 81,674
Linwood Township	C0003926	5,223	1,912	$ 10,000	$ 9,560	$ 19,560	493	$ 10,000			$ 2,000			$ 2,000			$ 1,912	$ 1,912	$ 37,384
Nowthen	C0003927	4,537	1,479	$ 10,000	$ 7,395	$ 17,395	425	$ 10,000			$ 2,000			$ 2,000			$ 1,479	$ 1,479	$ 34,353
Oak Grove	C0003928	8,210	2,781	$ 10,000	$ 13,905	$ 23,905	778	$ 10,000				$ 4,000			$ 4,000		$ 2,781	$ 2,781	$ 47,467
Ramsey	C0003929	24,306	8,367	$ 10,000	$ 41,835	$ 51,835	2,291		$ 15,000				$ 6,000			$ 6,000	$ 8,367	$ 8,367	$ 95,569
Spring Lake Park	C0003930	6,260	2,628	$ 10,000	$ 13,140	$ 23,140	582	$ 10,000				$ 4,000			$ 4,000		$ 2,628	$ 2,628	$ 46,396
St. Francis	C0003931	7,240	2,567	$ 10,000	$ 12,835	$ 22,835	679	$ 10,000				$ 4,000			$ 4,000		$ 2,567	$ 2,567	$ 45,969
		341,465	124,747	$ 210,000	$ 623,735	$ 833,735	31,727	$ 120,000	$ 135,000	$ 30,000	$ 14,000	$ 20,000	$ 54,000	$ 14,000	$ 20,000	$ 54,000	$ 124,747	$ 124,747	$ 1,544,229

2015 Total SCORE Allocation: $1,051,986 - $116,810.50 must be spent on organics
Population and Household Counts are based on 2013 Met Council Estimates
Goals are based on 190 pounds/person/year single family home up to 4 units and 175 pounds/person/year multi-units 5 units or more

2015 Municipal Funding Request
Attachment B

The City of Coon Rapids is requesting the following funding for their municipal efforts in 2015.

Grant Projects	Eligible Allocations	Amount Requested
Municipal Grant Funding Allocation	$129,550.00	$129,550.00
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	$30,000.00
Monthly Drop-off Event (at least 8 months)	$15,000.00	$ 15,000
Municipal Park/Community Event Recycling	$6,000.00	$ 6,000
Multi-Unit /Curbside Recycling	$6,000.00	$ 6,000
Recycling Enhancement Grant (Additional promotion efforts, multi-units,) Insert a description of the efforts being proposed below.	$23,910.00	$ 23,910.00
Source-Separated Compostables/Organics Grant	$23,910.00	$ 23,910.00
Total Amount Eligible Being Requested for 2015	$234,370.00	$* 234,370.00

A description of the efforts being proposed for the additional funding requests.

The requested funding amount covers the general operating costs of running the recycling program. This includes staff to run a program that is open to the public five days a week all year. Special events such as paper shredding, electronics and appliances, as well as mattress, carpet and continuing organic food waste recycling. Organics: transportation $5000, container rental $600, tipping fees $2000, promotion $5000, adding program to city properties $2000, curbside pilot program with Walter's waste hauler $6000.

The City of Coon Rapids requests *234,370.00 for 2015 Municipal Funding.

Date 3/11/2015

Name Colleen Senclair

Title Recycling Coordinator

*these amounts should match and may not exceed eligible allocation total. This amount will be 90% of the contract maximum for the grant.