



RAMSEY/WASHINGTON COUNTY
RESOURCE RECOVERY PROJECT

2785 White Bear Avenue N. • Suite 350 • Maplewood, Minnesota 55109 • 651.266.1195 • Fax: 651.266.1177

MEETING NOTICE
RAMSEY/WASHINGTON COUNTY
RESOURCE RECOVERY PROJECT EXECUTIVE COMMITTEE MEETING

DATE: December 19, 2013

TIME: 9:00 a.m.

PLACE: Resource Recovery Project
3rd Floor Conference Room
2785 White Bear Avenue, Suite 103
Maplewood, MN 55109

AGENDA:

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES – February 28, 2013

IV. BUSINESS

- A. Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC (Foth)
- B. Amendment to Agreement for Professional Services with Stoel Rives, LLP
- C. Amendment to Agreement for Computer Consulting Services with Superior Consulting Services
- D. Amendment to Agreement for Financial Advisor Services with Springsted, Inc.
- E. Amendment to Agreement for Professional Services with J. L. Taitt & Associates
- F. Amendment to Agreement with Minnesota Waste Wise
- G. Amendment to Agreement with Risdall Marketing Group
- H. Amendment to Agreement with Lure Design, LLC
- I. Amendment to Agreement with Second Harvest Heartland and Food Rescue
- J. Agreement with Olsen, Thielen & Co., LTD

V. OTHER BUSINESS

- A. Staff Updates

Executive Committee Members:

Chair: Commissioner Victoria Reinhardt

Vice-Chair: Commissioner Autumn Lehrke

Member: Commissioner Gary Kriesel

**RAMSEY/WASHINGTON COUNTY
RESOURCE RECOVERY PROJECT EXECUTIVE COMMITTEE
THURSDAY, FEBRUARY 28, 2013
MINUTES**

A meeting of the Executive Committee of the Ramsey/Washington County Resource Recovery Project was held at 9:30 pm February 28, 2013 at the Ramsey County Environmental Health Office, 2785 White Bear Avenue, Maplewood, Minnesota.

MEMBERS PRESENT

Commissioner Victoria Reinhardt – Ramsey County
Commissioner Autumn Lehrke– Washington County
Commissioner Gary Kriesel – Washington County

ALSO ATTENDING

Mary Elizabeth Berglund, Barry Fick, Zack Hansen, Judy Hunter, George Kuprian, Sue Kuss, Harry McPeak, Katie Shaw, Warren Shuros, Brent Wartner

CALL TO ORDER/APPROVAL OF THE AGENDA

Chair Reinhardt called the meeting to order. Commissioner Kriesel moved, seconded by Commissioner Lehrke, to approve the agenda.

Roll Call: Ayes: - 3 Nays: 0 Motion Carried.

APPROVAL OF THE DECEMBER 12, 2012 MINUTES

Commissioner Lehrke moved, seconded by Commissioner Kriesel, to approve the minutes.

Roll Call: Ayes: - 3 Nays: 0 Motion Carried.

AGREEMENT FOR FINANCIAL ADVISER SERVICES

Zack Hansen said that the Resource Recovery Project issued a Request for Qualifications (RFQ) for a Financial Advisor to assist with a policy evaluation of the future of waste processing in the Counties, as well as assistance in consideration of potential purchase of a solid waste processing facility. Responses were received from two firms: Public Financial Management, Inc. and Springsted, Inc. A response review team evaluated the responses according to the criteria identified in the RFQ.

While both firms are qualified to do the work, the Springsted response was rated higher in each of the criteria, and also provides the best financial value to the Project. Based on the evaluation, the team recommends that the Project Board contract with Springsted, Inc.

Commissioner Kriesel moved, seconded by Commissioner Lehrke that the Executive Committee for the Project hereby approves an Agreement with Springsted, Incorporated with a term from March 8, 2013 to December 31, 2013 with up to three one-year renewals, in an amount not to exceed \$40,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

Roll Call: Ayes: 3 Nays: 0 Motion Carried.

OTHER BUSINESS

Project Updates

Zack Hansen said that the policy work is proceeding. They have to reach a purchase price by the end of the year. If they fail to reach a purchase price, they will have to move into arbitration. Staff will report back to the Committee after they made some progress with RRT.

Legislative Updates

Commissioner Reinhardt said she has been meeting with Legislatures regarding the Solid Waste Coordinating Board. The meetings have been on the enforcement of MN Statute 473.848 and Product Stewardship. The Environment and Finance Committees are very supportive of this.

Commissioner Kriesel stated that when this enforcement moves forward, should there be informal discussions with staff and Dakota County regarding partnership.

Commissioner Kriesel moved, seconded by Commissioner Lehrke to reach out to Dakota County to have informal discussions.

Roll Call: Ayes: 3 Nays: 0 Motion Carried.

Zack Hansen mentioned that Olmsted County Staff have invited the Project Board, if interested, down to tour their facility and to have conversations with Staff and Commissioners regarding their public ownership. Project Staff could arrange to have a couple of key Commissioners meet with them. Commissioner Kriesel said he would be interested.

The next full Project Board is May 23.

ADJOURNMENT

Chair Reinhardt adjourned the meeting.

Approved: _____
 Commissioner Victoria Reinhardt, Chair



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/13	AGENDA ITEM: IV - A
SUBJECT: Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC (Foth)	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Engineering Services between the Project and Foth Infrastructure & Environment, LLC in a form to be approved by the County Attorney, to extend the term through December 31, 2014, in the amount not to exceed \$365,000 for services in 2014, and to adopt the revised scope of services and revised 2014 rates in Exhibits A and B respectively.

EXECUTIVE SUMMARY:

The Project has an engineering consultant under contract for a variety of services. In 2014 Foth's work scope will include two broad categories of work. First, work that it has typically done to assist the Project in management and administration, such as assistance with monitoring ongoing operations of RRT; evaluation of solid waste data and processing technologies; assisting with economic research and market analysis for collection, transfer and disposal pricing in the region; market analysis for recyclable materials, including organic waste; monitoring waste deliveries by haulers and from other counties; serving as a liaison with waste haulers; data management, analysis

SUBJECT: Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC (Foth)

and assistance with management of organic waste streams; assistance with examining transportation and transfer stations issues associated with organic waste; and other duties of an engineering or technical nature. Second, Foth will be carrying out a substantial amount of work associated with the policy evaluation on the future of processing and potential purchase of the Facility in Newport. In 2014, Foth's hourly rate is increased by 2.5% or \$2 to \$4 per hour depending on the staff member.

FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$365,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.


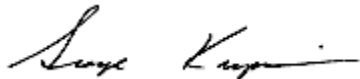

ATTACHMENTS:

1. Amendment #11 to Agreement for Professional Services with Foth Infrastructure & Environment, LLC
2. Draft Resolution



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

**Amendment #11 to Agreement for Professional Services with
Foth Infrastructure & Environment LLC**

This is an amendment to the Agreement for Engineering Services between the Ramsey/Washington Resource Recovery Project Board Contract and Foth Infrastructure & Environment LLC dated February 24, 2003, entered into by and between the parties as follows:

1. SECTION 2. Scope of Services

Is amended by the addition of the language set forth in the attached Exhibit A-2014.

2. SECTION 4. Reimbursement and Payment

Is amended by the addition of the language set forth in the attached Exhibit B-2014. Compensation paid to Consultant for services provided during the period January 1, 2014 through December 31, 2014 shall not exceed \$365,000, inclusive of permitted reimbursable expenses and mileage.

3. SECTION 20. Term

The Term of this Agreement is extended to December 31, 2014.

All other terms and conditions of the Contract with Foth Infrastructure & Environment LLC unless specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

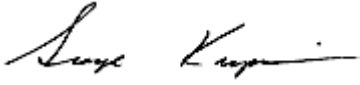
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Victoria Reinhardt
Project Board Chair
_____ Date

Approved as to Form and Insurance:

By: _____
Ramsey Assistant County Attorney
_____ Date

Approved as to Form:


By: _____
Washington Assistant County Attorney
12.9.13
_____ Date

Recommended By:


By: _____
Lead Member, Joint Staff Committee
12.9.13
_____ Date

Foth Infrastructure and Environment LLC

By: _____
_____ Date

Title: _____

EXHIBIT A-2014
Foth Infrastructure & Environment, LLC

2014 SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

1. As requested, provide engineering and technical consultation to assist the COUNTIES and PROJECT on a number of issues, including, but not limited to:
 - a. Economic research and market analysis for collection, transfer and disposal pricing in the region;
 - b. Market analysis for recyclable materials, including organic waste;
 - c. Monitoring waste deliveries by haulers and from other counties;
 - d. Serving as a liaison with waste haulers;
 - e. Assisting in negotiations with RRT;
 - f. Combustion capacity for RDF;
 - g. Data management;
 - h. Providing recommendations on the management of certain waste streams including construction and demolition and industrial waste;
 - i. Research and analysis and assistance with management of organic waste streams;
 - j. Assistance with examining transportation and transfer stations issues associate with organic waste;
 - k. Research and analysis on future county role in processing and other areas; and
 - l. Other duties of an engineering or technical nature.

3. As requested, provide consultation, technical assistance, evaluation, or coordination as directed by the PROJECT.

4. As requested, meet with PROJECT and COUNTY staff, attend PROJECT Board meetings, and provide oral or written analysis to support recommendations to the PROJECT Board.

5. Policy Evaluation
In 2013 Foth conducted a Technology Analysis including this work:
 - A general scan of existing and emerging technologies for processing waste.
 - A detailed analysis of those technologies most likely to fit the East Metro area.
 - A comparative analysis to examine the technical, policy, legal, permitting, siting, reliability and financial issues and compare the technologies evaluated in the previous task with landfilling and RDF production.

In 2014 Foth will conduct further evaluation of technology options based on 2013 work; following decisions made by the Project to define the specific work scope. Integrating technology into long term plans. Foth's work will occur in these areas:

1. Transaction Issues – Due diligence
 - a. Should the Project continue to evaluate exercise of the Option to Purchase, Foth will assist more detailed engineering examination of the facility and assets that would be acquired. Working with staff and other consultants, Foth will also assist with evaluation of financial and legal issues associated with acquisition of the Facility, such as review of contracts and assignments, deed and easement issues, permitting, purchasing protocols, and so on.
2. Policy Issues – In early 2014, the Project will make policy decisions to narrow technology and governance options to be further evaluated. Foth will assist in financial and policy analysis, including:
 - a. Facility Ownership
 - b. Framing decisions on waste assurance contracts or ordinances
3. Financial issues –Based on the direction selected by the Project, Foth will assist with financial analyses related to:
 - a. Projecting operating costs
 - b. Options to finance operating costs
 - c. Capital analysis and facility maintenance/improvement costs
4. Facility Operational Issues – Based on the direction selected by the Project, Foth will assist on facility operations issues, including:
 - a. A scope of operations
 - b. Labor – Framing the specific alternatives
 - c. Continued detailed work on operating agreements
5. The specific work activities associated with the Policy Evaluation may change depending on policy decisions made in early 2014. Changes in the scope of this amendment shall be made in writing by the Project’s Joint Staff Committee and Foth.

EXHIBIT B-2014

Charges for staff and expenses will appear in summary form on invoices. Foth will provide detailed back up information upon request to address any questions.

2014 Rates for Staff Identified as Available To the Resource Recovery Project

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Warren Shuros	Client Director	\$164
Jim Miles-Polka	Project Director	\$160
Curt Hartog	Senior Technical Consultant	\$143
Jessica Graveen	Project Engineer	\$ 95
Nate Klett	Project Engineer	\$120
Gene Skenandore	Lead Mechanical Engineer	\$144
Kristie Williams	Lead Process Engineer	\$145
Brian Sperrazza	Lead Hydrogeologist	\$123
Kathy Osborne	Senior Project Manager	\$150
Dan Krivit	Senior Project Manager	\$153
Susan Young	Senior Consultant	\$130
Lyle Olson	Senior Mechanical Engineer	\$159
Bruce Rehwaldt	Lead Engineer	\$153
Andrea Johnson	Engineer	\$85

Rate schedules and resource charges/expenses shall be adjusted annually. Rates for staff not listed above will be based on the ranges below and their respective experience levels.

Foth Infrastructure & Environment, LLC 2014 Environmental Services Standard Rate Schedule

<u>Labor Classification</u>	<u>Hourly Rate</u>
Director/Principal	\$ 150.00 - \$215.00
Senior Project Manager	\$ 125.00 - \$195.00
Senior Consultant	\$ 130.00 - \$170.00
Project Manager	\$ 100.00 - \$145.00
Lead Engineers	\$ 105.00 - \$165.00
Project Engineer	\$ 95.00 - \$130.00
Engineer	\$ 85.00 - \$105.00
Lead Environmental Scientist	\$ 100.00 - \$165.00
Project Scientist	\$ 85.00 - \$100.00

Scientist	\$ 65.00 - \$ 90.00
Lead Planner	\$ 100.00 - \$140.00
Project Planner	\$ 80.00 - \$110.00
Planner	\$ 65.00 - \$ 85.00
Project Designer/Technician	\$ 80.00 - \$105.00
Technician/CADD	\$ 55.00 - \$ 90.00
GIS Specialist	\$ 95.00 - \$125.00
Lead Administrative Assistant/Editor	\$ 65.00 - \$ 85.00
Administrative Assistant	\$ 55.00 - \$ 75.00
Clerical	\$ 50.00 - \$ 60.00

**Foth Infrastructure & Environment, LLC
2014 Standard Resource Charges**

Item	Cost basis	Std charge
Computer Usage		
AutoCAD/Intergraph/GIS	Cost/Usage	\$15.00/hr
High End Software	Cost/Usage	\$15.00 - 25.00/hr
Travel		
Automobile Travel	Mileage	\$0.55/mi ⁽¹⁾
Public Transportation	--	Cost
Subsistence and Lodging	--	Cost
Survey Vehicles	Mileage	\$0.88/mi
Off Road Vehicle Usage	Day	\$5.00
CADD Plotting/Drawing Reproduction		
Bond (black & white)	Equipment/Labor/Material	\$0.30/sq ft
Vellum (black & white)	Equipment/Labor/Material	\$1.50/sq ft
Mylar (black & white)	Equipment/Labor/Material	\$2.70/sq ft
Bond (color)	Equipment/Labor/Material	\$1.20/sq ft
Film (color)	Equipment/Labor/Material	\$2.00/sq ft
Equipment		
Special equipment rates quoted on an individual basis, if requested.		
Subconsultants (drilling, laboratory, etc.)	--	Cost
Miscellaneous	--	Cost

Note: This list is not all inclusive but represents the most common resource charges applied to Foth Infrastructure & Environment, LLC projects.

⁽¹⁾ Mileage rates are subject to change based on Federal Government Standards and economic conditions.

Resolution 2013-RR- __

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, There are a number of engineering and policy issues for the Project and Counties to deal with; and

WHEREAS, The Project has contracted with Foth Infrastructure & Environment, LLC to carry out the engineering services associated with the Joint Powers and Service Agreement; and

WHEREAS, Foth Infrastructure & Environment, LLC is willing to provide consulting services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section IV.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has approved \$365,000 for outside engineering services for 2014.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Foth Infrastructure & Environment, LLC, with a term from January 1, 2014 to December 31, 2014 and in an amount not to exceed \$365,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/2013	AGENDA ITEM: IV - B
SUBJECT: Amendment to Agreement for Professional Services with Stoel Rives, LLP	
TYPE OF ITEM: ___ Information ___ Policy Discussion <u>X</u> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Professional Services between the Project and Stoel Rives LLP, in a form to be approved by the County Attorney, to extend the term through December 31, 2014, in an amount not to exceed of \$355,000 for services in 2014, and to adopt the revised scope of services and revised 2014 rates in Exhibits A and B respectively.

EXECUTIVE SUMMARY:

The Resource Recovery Project has retained the firm of Stoel Rives LLP for consulting services on policy and legal matters. Kevin Johnson with Stoel Rives has significant expertise in waste, environmental and energy issues and law, and has been important in Project work related to RRT and policy development. In 2014 the Project will use the services of Stoel Rives LLP to provide analysis and advice on policy and legal issues as outlined in the Project’s 2014 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility. In 2014, the hourly rate will be increased by \$10 per hour, or 2.8%.

SUBJECT: Amendment to Agreement for Professional Services with Stoel Rives, LLP


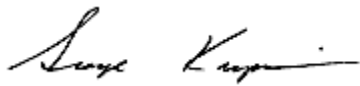

FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$355,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:

- 1. Amendment #12 to Agreement for Professional Services with Stoel Rives, LLP
- 2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

Amendment # 12 to Agreement for Professional Services with Stoel Rives, LLP

This is an amendment to the Agreement for Professional Services between the Ramsey/Washington Resource Recovery Project Board and Stoel Rives, LLP dated May 26, 2006 entered into by and between the parties as follows:

1. SECTION 1 SCOPE OF SERVICES

Is amended by the addition of the language set forth in the attached Exhibit A.

2. SECTION 2 TERM

The Term of this Agreement is extended to December 31, 2014.

3. SECTION 3 COST AND PAYMENT

Is amended by the addition of the language set forth in the attached Exhibit B.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

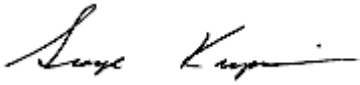
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Project Board Chair Date

Approved as to Form and Insurance:

By: _____
Ramsey Assistant County Attorney Date

Approved as to Form:


By: _____
Washington Assistant County Attorney Date
12.9.13

Recommended By:


By: _____
Lead Member, Joint Staff Committee Date
12.9.13

Stoel Rives, LLP

By: _____
Date

Amendment to EXHIBIT A

Stoel Rives, LLP

SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2014, through December 31, 2014, as directed by the Joint Staff Committee:

1. Provide analysis and advice on policy and legal issues as outlined in the Project's 2014 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility. Stoel Rives shall be the lead entity on analysis related to waste assurance, shall be a contributor to analyses related to governance, operational issues, ownership, financing, technical alternatives, and shall assist in other legal issues that arise related to this work.

Amendment to Exhibit B

Billing Rate

Stoel Rives LLP Blended Billing Rate

For the period January 1, 2014 through December 31, 2014 the blended hourly rate of attorneys and legal assistants working under the contract shall not exceed \$370/hour, in an amount not to exceed \$355,000, including reimbursable expenses. All attorney and legal assistant rates shall include a 10% public sector discount from their normal hourly rates.

Reimbursable Expenses

Stoel Rives LLP shall bill reimbursable expenses at the following rates:

- Photocopies \$0.12 per page
- Computer assisted legal research Actual cost

All other terms and conditions of the Agreement with Stoel Rives, LLP unless specifically amended herein remain in full force and effect.

Resolution 2013-RR-_____

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, there are a number of policy and legal issues for the Project and Counties to deal with; and

WHEREAS, the Project has contracted with the firm of Stoel Rives LLP to carry out the consulting services associated with waste processing; and

WHEREAS, Stoel Rives LLP is willing to provide consulting services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has approved \$355,000 for outside legal services for 2014.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Stoel Rives LLP, with a term from January 1, 2014 through December 31, 2014 and in in an amount not to exceed \$355,000, and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/2013	AGENDA ITEM: IV - C
SUBJECT: Amendment to Agreement for Computer Services with Superior Consulting Services	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Computer Services between the Project and Superior Consulting Services in a form to be approved by the County Attorney, extending the term through December 31, 2014 in the amount not to exceed \$1,500.

EXECUTIVE SUMMARY:

The Resource Recovery Project Board has had an approved contract with Superior Consulting Services since 1999. The company has assisted in data management needs including coordinating information and administrative needs of the Hauler Rebate Program for both counties. The Project entered into a new contract on November 29, 2007. Staff is recommending amending the current contract for the budgeted amount not to exceed \$1,500 for 2014.

FINANCIAL IMPLICATIONS:


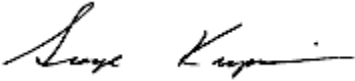

This agreement is for an amount up to \$1,500. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

SUBJECT: Amendment to Agreement for Computer Services with Superior Consulting Services

ATTACHMENTS:

- 1. Amendment #7 to Agreement for Computer Services with Superior Consulting Services
- 2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

Amendment # 7 to Agreement for Computer Services with Superior Consulting Services

This is an amendment to the Agreement for Computer Services between the Ramsey/Washington Resource Recovery Project Board and Superior Consulting Services dated November 29, 2007 entered into by and between the parties as follows:

1. SECTION 3, COSTS OR RATE FOR PERSONS ASSIGNED TO THE PROJECT

Is amended by the addition of the language set forth in the attached Exhibit C. Compensation paid to Contractor for services provided during the period January 1, 2014 through December 31, 2014, shall not exceed \$1,500, inclusive of permitted reimbursable expenses.

2. SECTION 4, GENERAL CONDITIONS, SUBSECTION 17 TERM

Is amended to read "This agreement shall be in force and effect from January 1, 2008 through December 31, 2014, or until earlier terminated by the parties hereto pursuant to this Agreement."

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____ Date
Project Board Chair

Approved as to Form and Insurance:

By: _____ Date
Ramsey Assistant County Attorney

Approved as to Form:

 _____ Date
12.9.13
By: _____
Washington Assistant County Attorney

Recommended By:

 _____ Date
12.9.13
By: _____
Lead Member, Joint Staff Committee

Superior Consulting Services

By: _____ Date

EXHIBIT C

COSTS

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2014, through December 31, 2014, rates for persons who will be assigned to the PROJECT are:

<u>TITLE</u>	<u>HOURLY RATE</u>
Consultant	\$130
Senior Consultant	\$150

Other Expenses:

1. Phone consultations will be billed at the hourly rate in thirty (30) minute increments.
2. On-site support is charged at a minimum of one-hour plus travel time from CONTRACTOR's site to PROJECT's site.

Resolution 2013-RR- _____

WHEREAS, Ramsey and Washington (the “Counties) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project Board (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, there are a number of computer consulting services that need to be worked on for the Project; and

WHEREAS, the Project has contracted with the firm of Superior Consulting Services to carry out the computer consulting services including data management needs for the Hauler Rebate Program; and

WHEREAS, Superior Consulting Services is willing to provide computer consulting services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section IV.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has approved \$1,500 for computer consulting services for 2014.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Superior Consulting Services, for the period January 1, 2014, through December 31, 2014, and in an amount not to exceed \$1,500 for 2014, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement, upon approval as to form by the County Attorneys.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/2013	AGENDA ITEM: IV - D
SUBJECT: Amendment to Agreement for Financial Advisor Services with Springsted Incorporated	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Financial Advisor Services between the Project and Springsted Incorporated in a form to be approved by the County Attorney, to extend the term by renewal through December 31, 2014, in the amount not to exceed \$70,000 for services in 2014, and to adopt the revised scope of services in Exhibit A.

EXECUTIVE SUMMARY:

The Project has a financial advisor under contract for a variety of services associated with the evaluation of the future of processing and potential purchase of the Facility in Newport. Springsted Incorporated 2014 work scope includes providing analysis and advice on financial policy and legal issues as outlined in the Project's 2014 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility. When completed and approved by the County Attorney, it will be ready for execution.

SUBJECT: Amendment to Agreement for Financial Advisor Services with Springsted Incorporated


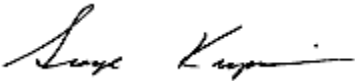
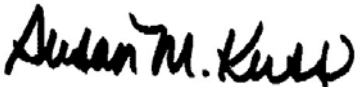
FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$70,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:

1. Amendment #1 to Agreement Between Ramsey/Washington County Resource Recovery Project and Springsted Incorporated for Financial Advisor
2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

Amendment # 1 to Agreement Between Ramsey/Washington County Resource Recovery Project and Springsted Incorporated for Financial Advisor

This is an amendment to the Agreement for Professional Services between the Ramsey/Washington Resource Recovery Project Board and Springsted Incorporated dated July 25, 2013 entered into by and between the parties as follows:

1. SECTION 1 SCOPE OF SERVICES

Is amended by the addition of the language set forth in the attached Exhibit A.

2. SECTION 3 Time

The Term of this Agreement is extended by renewal to December 31, 2014.

3. SECTION 4 COST/PAYMENT

The "Contract Maximum" for the period January 1, 2014 through December 31, 2014 shall not exceed \$70,000.

All other terms and conditions of the Agreement with Springsted, Inc. unless specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Project Board Chair Date

Approved as to Form and Insurance:

By: _____
Ramsey Assistant County Attorney Date

Approved as to Form:

By: _____
Washington Assistant County Attorney Date

Recommended By:

By: _____
Lead Member, Joint Staff Committee Date

Springsted Incorporated

By: _____
Date

Amendment to EXHIBIT A

Springsted, Inc.

SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2014, through December 31, 2014, as directed by the Joint Staff Committee:

1. Provide analysis and advice on financial policy and legal issues as outlined in the Project's 2014 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility. Springsted shall be the lead entity on analysis related to financial issues, shall be a contributor to analyses related to waste assurance, governance, operational issues, ownership, technical alternatives, and shall assist in other financial issues that arise related to this work.

Resolution 2013-RR- __

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, There are a number of financial advisory issues for the Project and Counties to deal with; and

WHEREAS, The Project has contracted with Springsted Incorporated to carry out the financial advisory services associated with the Joint Powers and Service Agreement; and

WHEREAS, Springsted Incorporated is willing to provide financial advisory services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has approved \$70,000 for outside financial advisory services for 2014.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Springsted Incorporated, with a term from January 1, 2014 to December 31, 2014 and in an amount not to exceed \$70,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/13	AGENDA ITEM: IV - E
SUBJECT: Agreement Between Ramsey/Washington County Resource Recovery Board and J.L. Taitt and Associates	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an Agreement for Professional Services between the Project and J.L. Taitt and Associates in a form to be approved by the County Attorney, for a term of January 1, 2014, to December 31, 2014, in the amount not to exceed \$80,000 for services in 2014.

EXECUTIVE SUMMARY:

Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. That included an agreement with J. L. Taitt and Associates for consultation and technical assistance with institutional generators of organic waste. The Project will continue to work with J.L. Taitt again in 2014. In 2014, J. L. Taitt and Associates will continue to provide outreach, technical assistance and consultation to public and private schools, assisted living communities health care facilities and other institutions, working with staff and other Project consultants.

SUBJECT: Agreement Between Ramsey/Washington County Resource Recovery Board and J.L. Taitt and Associates


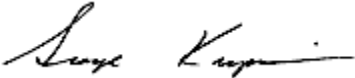
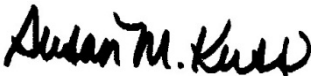
FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$80,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:

1. Agreement Between Ramsey/Washington County Resource Recovery Board and J.L. Taitt and Associates
2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

**Agreement Between Ramsey/Washington County Resource Recovery Project and
JL Taitt & Associates, Inc.**

This is an Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and JL Taitt & Associates, Inc., 8457 Meadow Lake Road North, New Hope, Minnesota 55428, a corporation (“Contractor”)

The Project and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide professional services from a qualified consultant to assist the Project in providing outreach, technical assistance, consultation, and liaison services in Ramsey and Washington Counties concerning organic waste management, recycling, and cost effective garbage hauling and disposal services as described in **Attachment A**.

Desired outcomes include:

- Targeted institutional waste generators will have a greater awareness of source-separated organics waste management opportunities.
- Increased organics recovery and recycling by institutional solid waste generators.
- Identification of the most common barriers to implementing these programs and solutions to address the barriers.
- County staff will have a greater knowledge of the key elements of successful organics recovery and recycling programs.

2. Project Roles and Responsibilities

The Project shall support the work of the Contractor by providing resources and staff support as needed by the Contractor.

3. Time

This Agreement shall be in force and effect from January 1, 2014 through December 31, 2014.

4. Cost/Payment

- a. The total amount of this contract shall not exceed \$80,000, inclusive of expenses. The maximum not-to-exceed payment from the Project includes all applicable Minnesota sales and use taxes.
- b. The project fee schedule includes an hourly fee and reimbursable expenses:

Project Personnel	Title	Hourly Rate
Jodi Taitt	President	\$120

Project personnel and hourly rate will be identified and tracked as a separate billing line for each task in the scope of services on invoices.

To the extent possible all billing should be allocated under the specific tasks in the Scope of Services.

- c. Reimbursable Expenses include all out-of-pocket expenses incurred by project personnel in connection with the performance of the project. These expenses include, but are not limited to, duplication and printing costs, photocopies, postage expenses, messenger fees, fax charges, long distance phone charges and mileage.

Reimbursement of expenses, if submitted, will be made consistent with Project policies. The Project will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the Project and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service (“IRS”) Regular Per Diem Rate Method or actual cost, whichever is less. Mileage reimbursement, if sought, will be reimbursed at the IRS rate in effect at the time of travel.

- d. The Contractor shall submit an invoice to the Project on a monthly basis. Payment will be made within 35 days of receipt of a detailed invoice.
- e. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the Project for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the Project. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. Indemnification

The Contractor shall indemnify, hold harmless and defend the Project, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees, which the Project, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution,

performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

7. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the Project throughout the term of this Agreement.
 - b.1 Commercial General Liability Insurance
 - b.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability
 - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.
 - b.1.3 Ramsey Project, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.
 - b.2 Automobile Insurance
 - b.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - b.2.2 Minimum limits: \$1,000,000 combined single limit.
 - b.3 Workers' Compensation and Employer's Liability
 - b.3.1 Workers' Compensation as required by Minnesota Statutes
 - b.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - b.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - b.4.1 Per Claim Limit: \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000

- b.4.2 All policies shall be written as acceptable to Project.
- b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
- c. All Certificates of Insurance shall provide that the insurance company gives the Project thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the Project. Copies of insurance policies shall be submitted to the Project upon request.
- f. Nothing in this Agreement shall constitute a waiver by the Project of any statutory or common law immunities, limits, or exceptions on liability.
- g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. Non-Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the Project.

9. Unavailability of Funding

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of Project Commissioners. The Project may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of Project Commissioners. Upon receipt of the Project's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Project.

10. Non-Conforming Services

The acceptance by the Project of any non-conforming services under the terms of this Agreement or the foregoing by the Project of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the Project's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Project provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. Equal Employment Opportunity

The Contractor 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, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the Project, the Contractor shall furnish a written affirmative action plan.

12. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey Project Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

13. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the Project for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Project for damages sustained by the Project by virtue of any breach of this Agreement by the Contractor. The Project may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Project from the Contractor is determined.

15. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota

Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

16. Compliance With Applicable Law

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

17. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Project, the State Auditor or the Project's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

18. Termination

a. With Cause

The Project reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the Project. In the event that the Project exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The Project may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

19. Conflict of Interest

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the Project of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and

will advise the Project whether the Contractor will or will not resign from the other engagement or representation.

20. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

21. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

22. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

23. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

24. Data Ownership

All information collected, gathered, developed, or resulting from this contract, including, but not limited to: notes, field notes, photos, charts, presentations, data, reports, summaries, analysis, etc. is the property of the Project and will be provided to the Project, in requested electronic format(s). At the request of the Project, the Contractor shall provide specific information to the Project referenced in Section 1 of the Agreement in a format requested by the Project in a timely manner.

25. Entire Agreement

This Agreement, including **Attachments A**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Attachments A**, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

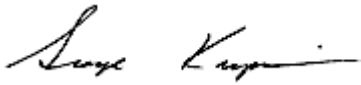
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Project Board Chair _____ Date

Approved as to Form and Insurance:

By: _____
Ramsey Assistant County Attorney _____ Date

Approved as to Form:


By: _____
Washington Assistant County Attorney _____ Date
12.9.13

Recommended By:


By: _____
Lead Member, Joint Staff Committee _____ Date
12.9.13

JL Taitt & Associates, Inc.

By: _____
_____ Date

Print name: _____

Title: _____

2014 SCOPE OF SERVICES

Task 1: Provide source separated organic waste management (SSOM) technical assistance to targeted K-12 public, charter and private schools located in Ramsey and Washington Counties.

The CONTRACTOR will:

1. Provide technical assistance, consultation and liaison services to targeted K-12 public, charter and private schools in Ramsey and Washington Counties for the purpose of implementation and improvement of recycling and organic waste management programs including composting, food to livestock and other methods of managing organic waste, recycling collection systems, and cost effective garbage hauling and disposal services.
2. Review a list of schools located in Ramsey and Washington Counties for outreach services in 2014. The Counties will approve the final list of targeted schools for 2014 project work.
3. Contact all schools on the targeted list and offer to provide outreach services. Outreach services are focused on making these schools aware of all recycling and organic waste management options including composting, food to livestock and other available SSOM services.
4. Specific tasks include:
 - Make contact with waste management decision makers for all schools on priority list by telephone, mail, email, and/or in person. This task will involve making multiple attempts to contact each school, gathering and recording new or additional names and contact information, and may include significant follow-up until successfully making contact with the institution staff and/ or decision makers. All contact information, including: names, titles phone numbers, email addresses, addresses must be recorded and provided to the Project with quarterly reports.
 - Introduce school personnel and decision makers to the concept of SSOM and explain possible service options in the local market including composting, food to livestock, or other source separated organics management options that are available.
 - Provide to the generator specific information and educational materials on recycling and organics waste management options. This information includes how the materials must be prepared by the generator and how they are separated, collected, transported, and managed at the disposal facility or end market.
 - Provide to the generator previously developed outreach tools, including financial analysis, explanation of how other recycling and SSOM systems have worked, and training of staff and students in other programs.
 - Serve as a liaison between PROJECT staff, key school personnel, and organic waste management service providers, recyclers, and garbage haulers to facilitate the implementation of organic waste management options, recycling collection systems, and cost effective garbage hauling services. This task includes:
 - Coordinating with key school personnel to implement changes to waste management systems.

- Coordinating with providers of organic waste management, recycling, and garbage hauling and disposal services.
- As directed, coordinating with school personnel to conduct garbage and recycling volume surveys and develop recommendations to “right size” garbage services.
- Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
- Routinely, but not less than quarterly, provide PROJECT and COUNTY staff with updates and specific information on each generator contacted, including the method of contact, type and duration (minutes/ hours) of assistance provided, results of assistance including barriers or successes, and the next steps or follow-up services planned.

Deliverables

1. All targeted institutions on the priority list are contacted and offered or provided technical assistance.
2. New organic waste management collection systems and cost effective (“right sized”) garbage hauling and disposal services are implemented at selected K-12 charter and private schools in Ramsey and Washington County during the contract period.
3. Within 30 days of the end of each quarter, a summary of the following:
 - **Overall program status that includes how many schools were contacted during the quarter, or provided assistance and the total number remaining to be contacted.**
 - Written updates on new developments for the reporting quarter, based on the priority lists, by school, including:
 - Business name, location, contact name, contact information for individual(s) contacted, including: email, phone numbers, and addresses
 - Date of first contact, date of last contact
 - How business was engaged, source of contact
 - Level of interest (1=Ready to take action 2=Worth calling back, need more time 3=Not ready at all/ don’t call back. 4=Implemented changes)
 - **Reason for participating: General overview of why participant sought or agreed to assistance and what they were hoping to achieve.**
 - **Top barrier or challenge to recycling, additional barriers specific to the particular business**
 - **Name of waste decision maker (person in control of waste contracts)**
 - Lists current haulers for waste, recycling, and organics
 - Types and description of outreach services provided
 - **Dated notes on specific progress that has been made for each location in the reporting quarter, including:**
 - Actions taken by the school, response to outreach services, and recommendations for next steps with the school
 - Successful program developments and identification of the key reasons for the success of the individual programs
 - For undeveloped programs list barriers stated by the school personnel, or otherwise identified, to the implementation of expanded recycling or SSOM programs and recommended solutions to remove the barriers

Task 2: The CONTRACTOR will provide technical assistance, consultation, and liaison “outreach” services to selected long-term care, assisted living, and health care facilities in Ramsey and Washington Counties for the implementation of organic waste management programs. Program options to be considered include composting, food to livestock, and other methods of managing organic waste, recycling collection systems, and cost effective garbage hauling and disposal services:

The main focus of work for this task is directed at establishing new SSOM and recycling programs through working with administrators, foodservice directors, dietary managers, facilities managers, maintenance directors, housekeeping managers and environmental services directors.

The CONTRACTOR will:

1. Working off an existing list of long-term care, assisted living, and health care facilities in Ramsey and Washington Counties identify:
 - a. New facilities that are not on the list
 - b. High priority prospects
 - c. Facilities that have received assistance from the Project in the past
 - d. Facilities that have or had existing SSOM and recycling programs and might need additional assistance or revamping.
2. Establish contact with new and high priority prospects that have not previously been engaged or provided outreach services and make them aware of and provide them information and resources and assistance for organic waste management, recycling collection, and cost effective garbage hauling and disposal services.
3. Provide outreach services to long-term care, assisted living and health care facilities that have that have received assistance from the Project in the past or that have or had existing SSOM and recycling programs and might need additional assistance or revamping.
4. Serving as a liaison between PROJECT staff, key facility personnel, and organic waste management service providers, recyclers, and garbage haulers to facilitate the implementation of organic waste management options, recycling collection systems, and cost effective garbage hauling services:
 - Coordinating with key personnel to implement changes to waste management systems.
 - Coordinating the services provided by organic waste management, recycling, and garbage hauling and disposal services.
 - Coordinating with facility personnel to conduct garbage and recycling volume surveys and develop recommendations to “right size” garbage services as appropriate.
 - Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
5. Routinely, but not less than quarterly, provide the PROJECT Joint Staff with a list of priorities and timelines for technical assistance, consultation and liaison services to be provided under this Task.

Deliverables

1. All targeted facilities on the priority list are contacted and offered or provided technical assistance and the results of these efforts are recorded and provided to the Counties. In general this should be accomplished by dividing up the priority list into four sections and progressing through the list at approximately one section per quarter of the contract period.

2. New organic waste management, recycling, and cost effective (“right-sized”) garbage hauling and disposal services are implemented at selected institutions in Ramsey and Washington counties.
3. A quarterly summary of outreach services provided, by facility, including the following:
 - **Overall program status that includes how many facilities were contacted or provided assistance and the total number remaining to be contacted.**
 - Written updates on progress, based on the priority lists , by facility, including:
 - Business name, location, contact name, contact information for individual(s) contacted, including: email, phone numbers, and addresses.
 - Date of first contact, date of last contact
 - How business was engaged, source of contact
 - Level of interest (1=Ready to take action 2=Worth calling back, need more time 3=Not ready at all/ don’t call back. 4=Implemented changes)
 - **Reason for participating: General overview of why participant sought or agreed to assistance and what they were hoping to achieve.**
 - **Top barrier or challenge to recycling: List of all barriers noted for a particular business**
 - **Name of waste decision maker-Person in control of waste contracts**
 - Lists current haulers for waste, recycling, and organics
 - Types and description of outreach services provided
 - **Update on what progress has been made for each location in the reporting quarter, including:**
 - Actions taken by the business, response to outreach services, and recommendations for next steps with the business.
 - Results of effort:
 - If successful list program developments and identification of the key reasons for the success of the individual programs.
 - For undeveloped programs list barriers stated by the business personnel, or otherwise identified, to the implementation of expanded recycling or SSOM programs and recommended solutions to remove the barriers.
 - The specific types of services provided or requested, reaction by facilities to outreach services, steps taken by the facility personnel, program status, and recommendations for next steps.
 - List of the successful program developments and identification of the key reasons for the success of the individual programs.
 - A quarterly summary of barriers stated by the facility personnel, or otherwise identified, to the implementation of SSOM programs and recommended solutions to remove the barriers.

Task 3: Provide technical assistance, consultation and liaison services to private colleges and universities and other large institutions in Ramsey & Washington Counties.

The CONTRACTOR will provide technical assistance and consultation to implement organic waste management options at private colleges and universities and other large institutions In Ramsey and Washington Counties.

The CONTRACTOR will:

1. Review with PROJECT Joint Staff a priority list of targeted private colleges, universities, and other large institutional generators of organic waste for technical assistance, consultation and liaison services.
2. Develop a list of the current status of organic waste management practices in private colleges, universities, and other large institutions and based on that information, provide a priority list of private colleges and universities and other large institutions to target assistance.
3. Evaluate previously implemented organic waste management programs and provide ongoing technical assistance as appropriate.
4. Implement new organic waste management programs at selected institutions.
5. Inform and educate key groups and institutional personnel about SSOM programs implementation plans.

Serve as a liaison between PROJECT Joint Staff and organic waste management firms to facilitate the implementation of organic waste management options:

1. Coordinating with key facilities personnel to implement the organic waste management options.
2. Coordinating college, university, and institutional staff providing assistance at facilities prior to and during the first week of organic waste management program implementation.
3. Coordinating the services provided by organic waste management service providers.
4. Coordinating with personnel conducting garbage and recycling volume surveys and developing recommendations to “right size” garbage services as appropriate.
5. Coordinating the services provided by organic waste management service providers.
6. Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
7. Attending meetings at selected facilities as needed.
8. Routinely, but not less than quarterly, discuss and determine with PROJECT and COUNTY staff priorities and timelines for technical assistance, consultation and liaison services to be provided under this Task.

Deliverables

1. All targeted institutions on the priority list are contacted and offered or provided technical assistance and the results of these efforts are recorded and provided to the Counties.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected colleges and universities and other large institutions in Ramsey and Washington Counties.
3. A quarterly summary of summary of outreach services provided, by institution, including the following:
 - **Overall program status that includes how many facilities were contacted or provided assistance and the total number remaining to be contacted.**
 - Written updates on progress, based on the priority lists , by institution, including:
 - Business name, location, contact name, contact information for individual(s) contacted, including: email, phone numbers, and addresses.
 - Date of first contact, date of last contact
 - How business was engaged, source of contact

- Level of interest (1=Ready to take action 2=Worth calling back, need more time 3=Not ready at all/ don't call back. 4=Implemented changes)
- **Reason for participating: General overview of why participant sought or agreed to assistance and what they were hoping to achieve.**
- **Top barrier or challenge to recycling: List of all barriers noted for a particular business**
- **Name of waste decision maker-Person in control of waste contracts**
- Lists current haulers for waste, recycling, and organics
- Types and description of outreach services provided
- **Update on what progress has been made for each location in the reporting quarter, including:**
 - Actions taken by the institution, response to outreach services, and recommendations for next steps with the institution.
 - Results of effort:
 - If successful list program developments and identification of the key reasons for the success of the individual programs.
 - For undeveloped programs list barriers stated by the institution personnel, or otherwise identified, to the implementation of expanded recycling or SSOM programs and recommended solutions to remove the barriers.

Task 4: Provide technical assistance, consultation and liaison services to Ramsey & Washington County facilities, and other businesses and establishments, as requested.

The CONTRACTOR will:

Provide technical assistance/consultation to implement organic waste management options at select facilities and other businesses and establishments, as requested.

Seek input from COUNTY staff and develop plans to implement organic waste management systems at selected facilities, assist facilities that have previously implemented programs, and inform and educate key groups of facilities personnel about implementation plans. This is county directed work and all facilities, businesses, and establishments must be approved by the county prior to being engaged under this task.

Serve as a liaison between PROJECT and COUNTY staff and organic waste management service providers to facilitate the implementation of organic waste management:

1. Coordinating with key facilities personnel to implement organic waste management plan.
2. Coordinating with personnel conducting garbage and recycling volume surveys and developing recommendations to “right size” garbage services as appropriate.
3. Coordinating the services provided by organic waste management service providers.
4. Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
5. Attend meetings at selected facilities as needed.
6. Routinely discuss and determine with PROJECT and COUNTY staff priorities and timelines for technical assistance and liaison services provided under this Task.

Deliverables

1. Targeted county facilities are contacted and offered or provided technical assistance and the results of these efforts are recorded and provided to the Counties.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected county facilities.
3. A quarterly summary of the following:
 - Overall program progress that includes how many facilities were contacted or provided assistance and the total number remaining to be contacted.
 - A brief summary of outreach provided, by facility, including the specific types of services provided and/or requested, reaction by facilities to outreach services, steps taken by the facility personnel, program status, and recommendations for next steps.
 - A list of the successful program developments and identification of the key reasons for the success of the individual programs.
 - A summary of barriers stated by the facility personnel, or otherwise identified, to the implementation of SSOM programs and recommended solutions to remove the barriers.

Task 6: Project Final report on outcomes and accomplishments for all tasks completed as part of this contract organized by the following sectors: (1) K-12 public, private and charter schools; (2) long-term care, assisted living and health care facilities; (3) Ramsey/Washington County facilities; and (4) private colleges and universities and other major institutions

The CONTRACTOR will:

1. Develop a final report summarizing the CONTRACTOR'S impact on organic waste management in Ramsey and Washington County by January 1, 2015.
2. Focus the final report on the outcomes and accomplishments achieved during the contract period.
3. Summarize all of the quarterly reports and include overall outcomes and accomplishments by task and sector due to outreach services provided within each in 2014.
4. Present a high level analysis of outcomes and accomplishments of the work completed under the contract.

Deliverables

By January 31, 2015 provide a final report summarizing the outcomes and accomplishments achieved during the contract period including overall outcomes and accomplishments by task and sector due to outreach services provided within each in 2014. The business sector summaries should include the total number of new business, institutions, and facilities provided assistance, during the contract period, existing programs or past assistance recipients provided assistance separately. Any descriptions of previous and future work should be brief and clearly distinct from work accomplished during the contract period.

Resolution 2013-RR- ____

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, the Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

WHEREAS, the Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

WHEREAS, the Project first entered into a contract with J. L. Taitt & Associates in 2003 for evaluation and implementation of opportunities to increase the separate management of organic wastes; and

WHEREAS, the Project will continue its efforts to increase the level of organic waste management and recycling by non-residential generators in 2014, and desires to have J. L. Taitt and Associates assist in that effort; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section IV.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the approved 2014 Resource Recovery Project Budget includes \$80,000 identified for these services for 2014. NOW, THEREFORE, BE IT

RESOLVED the Executive Committee for the Project hereby approves the Agreement with J. L. Taitt & Associates, in an amount not to exceed \$80,000 with a term from January 1, 2014 through December 31, 2014, and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/13	AGENDA ITEM: IV - F
SUBJECT: Amendment to Agreement with MN Waste Wise Foundation	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment with MN Waste Wise Foundation in a form to be approved by the County Attorney, to extend the term through December 31, 2014, in the amount not to exceed \$220,000 for services in 2014, and to adopt the revised scope of services.

EXECUTIVE SUMMARY:

Beginning in 2011, the Resource Recovery Project Board embarked on a significant program to promote organic waste management. In 2012, the Project contracted with MN Waste Wise for consultation and technical assistance with businesses that generate organic waste. The Project will continue to work with MN Waste Wise again in 2014. In 2014, MN Waste Wise will continue to provide outreach, technical assistance and consultation to private businesses, working with staff and other Project consultants.

The MN Waste Wise budget for 2014 increased from \$90,000 in 2013 to \$220,000 in 2014 due to two key factors: 1) the Project decided to direct funds that been previously allocated to MnTAP to MN Waste Wise to expand its reach; and 2) Ramsey County has had separate contracts for several years with MN Waste Wise for recycling advice and in 2014 that work will be rolled into the Project

SUBJECT: Amendment to Agreement with MN Waste Wise Foundation

Contract, eliminating the need for a separate Ramsey County Contract. When completed and approved by the County Attorney, it will be ready for execution.


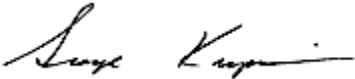

FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$220,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:

- 1. Amendment to Agreement with MN Waste Wise Foundation
- 2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

Agreement Between Ramsey/Washington County Resource Recovery Project and Minnesota Waste Wise Foundation

This is an Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and Minnesota Waste Wise Foundation, 501(c)(3) affiliate program of the Minnesota Chamber of Commerce, 400 North Robert Street, Suite 1500, Saint Paul, Minnesota 55101 (“Contractor”) for the provision of technical assistance, research, liaison services and active marketing and outreach services on behalf of the Project concerning commercial waste management, including waste reduction, recycling, organic waste recovery, resource recovery and cost effective waste management services strategies.

The Project and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide services described in **Attachment A**.

2. Project Roles and Responsibilities

The Project shall support the work of the Contractor by providing resources and staff support as needed by the Contractor.

3. Time

This Agreement shall be in force and effect from January 1, 2014 through December 31, 2014.

4. Cost/Payment

a. The total amount of this contract shall not exceed \$220,000, inclusive of expenses. The maximum not-to-exceed payment from the Project includes all applicable Minnesota sales and use taxes.

b. The Project will pay the Contractor at an hourly rate of \$60.

c. Reimbursement of expenses, if submitted, will be made consistent with Project policies. The Project will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the Project and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service (“IRS”) Regular Per Diem Rate Method or actual cost, whichever is less. Mileage reimbursement, if sought, will be reimbursed at the IRS rate in effect at the time of travel.

Reimbursable expenses include actual out of pocket expenses incurred by Contractor staff deemed necessary to complete tasks within the scope of services. These expenses may include, but are not limited to, costs for materials, services, and transportation to provide business outreach and technical assistance services, attend meetings, conduct research, and track and report progress (e.g., telephone,

printing, mailing, vehicle travel, waste sort supplies, conference expenses when attending on behalf of the Project, Ramsey County, or Washington County). Under no circumstances will the Project reimburse the Contractor for expenses for which the Project has not given explicit approval in advance, and in writing. Each invoice shall have attached to it receipts or a daily mileage calculation for expenses for which the Contractor is seeking reimbursement. Upon request by the Project, the Contractor will provide additional documentation for any items listed in the invoices.

- d. The Project will allow payment for waste sort services based on a negotiated price per waste sort, as an alternative to the payment methods available in 4.b and 4.c. The negotiated price will be all-inclusive, based on expenses for labor at a rate not to exceed \$60 per hour, materials, supplies, and other expenses as allowed by the Project. Under no circumstances will the Project pay for a waste sort for which the Project has not given explicit approval in advance, and in writing, nor will the Project pay a price higher than one approved by the Project in advance, and in writing.
- e. The Contractor shall submit an invoice to the Project on a monthly basis. Payment will be made within 35 days of receipt of a detailed invoice.
- f. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the Project for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the Project. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. Indemnification

The Contractor shall indemnify, hold harmless and defend the Project, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the Project, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

7. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the Project throughout the term of this Agreement.
 - b.1 Commercial General Liability Insurance
 - b.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability
 - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.
 - b.1.3 Ramsey Project, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.
 - b.2 Automobile Insurance
 - b.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - b.2.2 Minimum limits: \$1,000,000 combined single limit.
 - b.3 Workers' Compensation and Employer's Liability
 - b.3.1 Workers' Compensation as required by Minnesota Statutes
 - b.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - b.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - b.4.1 Per Claim Limit: \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - b.4.2 All policies shall be written as acceptable to Project.
 - b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis,

then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

- c. All Certificates of Insurance shall provide that the insurance company gives the Project thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the Project. Copies of insurance policies shall be submitted to the Project upon request.
- f. Nothing in this Agreement shall constitute a waiver by the Project of any statutory or common law immunities, limits, or exceptions on liability.
- g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. Non-Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the Project.

9. Unavailability of Funding

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of Project Commissioners. The Project may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of Project Commissioners. Upon receipt of the Project's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Project.

10. Non-Conforming Services

The acceptance by the Project of any non-conforming services under the terms of this Agreement or the foregoing by the Project of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the Project's right to

conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Project provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. Equal Employment Opportunity

The Contractor 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, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the Project, the Contractor shall furnish a written affirmative action plan.

12. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey Project Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

13. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the Project for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Project for damages sustained by the Project by virtue of any breach of this Agreement by the Contractor. The Project may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Project from the Contractor is determined.

15. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

16. Compliance With Applicable Law

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

17. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Project, the State Auditor or the Project's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

18. Termination

a. With Cause

The Project reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the Project. In the event that the Project exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The Project may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

19. Conflict of Interest

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the Project of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Project whether the Contractor will or will not resign from the other engagement or representation.

20. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

21. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

22. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

23. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

24. Lobbying

For all contracts involving over \$100,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Agreement as **Attachment B**.

25. Entire Agreement

This Agreement, including **Attachments A-B**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Attachments A-B**, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____ Date _____
Project Board Chair

Approved as to Form and Insurance:

By: _____ Date _____
Ramsey Assistant County Attorney

Approved as to Form:

By: _____ Date _____
Washington Assistant County Attorney

Recommended By:

By: _____ Date _____
Lead Member, Joint Staff Committee

Minnesota Waste Wise Foundation

By: _____ Date _____

Print name: _____

Title: _____

2014 SCOPE OF SERVICES

On behalf of the Ramsey/Washington County Resource Recovery Project (Project), the Contractor will provide technical assistance, research, liaison services and active marketing and outreach services in Ramsey and Washington Counties concerning commercial waste management, including waste reduction, recycling, organic waste recovery, resource recovery and cost effective waste management system strategies. The target audience includes businesses, non-profit organizations, and business associations, with high and medium generators of organic waste being of particular interest.

Desired outcomes include:

- **Increased awareness of organics and recycling recovery opportunities by commercial solid waste generators and the wider business community;**
- **Increased organics and recycling recovery by commercial solid waste generators;**
- **Successful use of Project financial incentive programs by eligible entities to initiate, improve, or expand organics and/or recycling recovery;**
- **A greater understanding of barriers to and opportunities for organics recovery and commercial recycling that can be used in Project planning and program implementation.**

Task 1: Provide consulting assistance to the Project on recycling, organics collection and other waste management issues as the Project develops programs and resources for businesses and organizations.

At the request of Project staff, the Contractor shall assist in developing programs and resources for businesses and organizations in the following ways:

- A. Identify the type of information needed by commercial waste generators to become aware of organic waste management and recycling opportunities and change their waste management practices.
- B. Provide the Project with previously developed background information, analytical tools and case studies as needed.
- C. Provide advice to the Project on business practices, concerns and needs when implementing recycling, organics and other waste management programs. This task may involve gathering and relaying information during the performance of other tasks in this Agreement, such as identifying which sources of information about recycling, organics collection and waste management are considered credible by commercial waste generators, and identifying financial tipping points for various types of commercial waste generators, to better understand the decision making process and to motivate behavior change toward reduction, recycling and organics collection.
- D. Provide input and feedback on development of print and electronic tools developed by the Project and its partners, including the Project's BizRecycling website.
- E. Provide input and feedback on the development and delivery of other programs and resources of the Project, such as financial incentive and grant programs.

F. Attend meetings as directed by the Project and County staff.

Deliverable

1. Consultation as determined and directed by the Project and County staff.

Task 2: Provide outreach, technical assistance and consulting services, on-site, electronically, and over the telephone, to businesses and organizations located in Ramsey and Washington Counties.

Project staff, in consultation with the Contractor, will define targeted sectors of commercial solid waste generators for outreach services and develop priority lists for outreach services. The Contractor may supplement the priority lists as additional outreach opportunities arise that are consistent with the target sectors defined by the Project. The Contractor will also provide services to businesses and organizations beyond those in any specifically targeted sector as those businesses and organizations request assistance, or as otherwise requested by Project staff.

The Contractor will:

- A. Evaluate with County Staff a priority list of commercial waste generator sectors for outreach services, and strategies to provide outreach services to those generators.
- B. Based on the priority lists, develop a general work plan and timeline to provide outreach services to commercial waste generators. Amend the work plan and timeline as required as County priorities evolve.
- C. Provide outreach services focused on engaging businesses and organizations and raising awareness of waste reduction, organics collection, and recycling options.
- D. Provide technical assistance to guide businesses and organizations in their decision-making processes on cost-effective waste management service strategies, waste reduction, organics collection, and recycling using the Contractor's protocols and expertise, as well as information provided by the Project.

Any commercial waste generator that has requested assistance, or has accepted an offer for services or resources, will be counted toward the numeric goal established in Deliverable 2 below. Every such business or organization will receive at least three follow-up contacts using at least two contact methods (phone, e-mail, letter, or personal visit) to deliver assistance. Participants will not be closed out from follow-up activity until the Contractor has made at least three follow-up attempts at one-month, two-month, and six-month intervals, with no response, or until the participant has expressed they no longer want contact with the Contractor.

- E. Work directly with businesses and organizations to help them implement changes in waste management practices, including review of waste streams, cost analysis, analysis of material handling, evaluation of organics management and/or recycling service options, contracting, and "right-sizing" of various services.
- F. Serve as a liaison with haulers and other service providers to facilitate the implementation of organics and recycling collection systems and cost effective waste management practices when requested by businesses and organizations.

- G. On a case-by-case basis and with the approval of Project staff, conduct a waste sort when findings are considered critical to a business or organization's decision to change practices, or when findings are needed for success story or case study background.
- H. Follow up with businesses and organizations provided assistance to encourage and trouble-shoot implementation. Every business or organization provided assistance will receive at least three follow-up contacts to advance implementation. Participants will not be closed out from implementation follow-up activity until at least one of the three following conditions has been met:
 1. **The Contractor has made at least three follow-up attempts at one-month, two-month, and six-month intervals, with no response.**
 2. **The participant has expressed they no longer want contact with the Contractor.**
 3. **The participant has implemented changes in waste management practices and has either agreed to or declined being the subject of a success story.**
- I. Promote the work on behalf of the Project.
- J. Troubleshoot and problem solve as needed, by supporting a team effort among all stakeholders.
- K. Coordinate, as needed, with Project and County staff and other consultants under contract with the Project.

Deliverables

1. A written general work plan describing the outreach strategies to be used.
2. Outreach leading to technical assistance, consultation and follow-up, both on-site and over the phone, to a minimum of 175 commercial waste generators during the term of the agreement.
3. Summary of activities in the monthly, quarterly, and final reports required in Task 7.

Task 3: Provide technical assistance to businesses and organizations that make inquiries through the various Project or County-sponsored pathways.

The Contractor will respond in a timely manner to referred requests for assistance made through any of the pathways established by the Project or either County, such as the BizRecycling website, direct requests to County staff, and Ramsey County's 633-EASY phone hotline or AskeH email service.

- A. Respond to phone call or email referrals within two business days (48 hours) from when the Contractor receives referrals from Project or County staff.
- B. Provide technical assistance to businesses and organizations, including on-site assistance if necessary, as provided for in Task 2. Technical assistance is defined as a direct service or dissemination of specific information meant to cause a change in behavior or lead to a quantifiable action taken by the business or organization.

Deliverable

1. Summary of the number of referrals of requests for assistance, and the share responded to within two business days from receipt of referral, as part of the quarterly and final reports required in Task 7.

Task 4: Identify successful implementation of waste management changes in ways that can be shared with others.

The Contractor will:

- A. Prepare at least fifteen (15) success story vignettes that identify the business or organization and the waste management changes made to move waste further up the hierarchy, as well as financial and other impacts on business operations as made available by the business or organization. The Contractor will present success story vignettes in a format developed in consultation with Project staff.
- B. Identify at least six (6) businesses or organizations willing to serve as sources for detailed case studies, and provide information deemed necessary by Project staff to allow development of written case studies.
- C. The Contractor will actively monitor progress of changes in practices made by those receiving assistance in order to provide success story vignettes and case study leads to the Project as soon as results from changes are adequate to produce a meaningful and valuable vignette or case study opportunity.

Deliverables

1. Written success stories as noted in A above.
2. Detailed information to be used to develop case studies as noted in B above.

Task 5: Support the Project in efforts to promote, market, and implement its programs and resources to commercial waste generators in Ramsey and Washington Counties.

- A. Coordinate with Project staff on the development of promotional and informational materials provided to businesses and organizations under this Agreement. As requested by the Project, incorporate logos and information promoting BizRecycling and related Project programs, services, and brand identities on materials provided to businesses and organizations under this Agreement.
- B. Distribute materials produced by the Project as requested.
- C. Assist in marketing the Project's programs and resources, including the Project's BizRecycling website and incentive programs.
- D. Support efforts to successfully implement and evaluate the Project's incentive programs.
 - D.1 Identify opportunities for businesses and organizations to be considered strong candidates for the Project's financial incentive programs (e.g., Starter Grants, Container Grants, Organics Rewards).
 - D.2 Provide technical assistance and evaluation services to potential applicants as needed to ensure applicants have necessary and complete information for the

application and review process. This includes reviewing current waste operations and equipment, discussing the applicant's objectives and approach, determining project reporting parameters, and assisting with preparation of the grant or program application.

- D.3 As requested, assist Project staff in evaluating the potential impact of changes in waste management practices and the likelihood of successful implementation resulting from applicant.
- D.4 Provide recipients of the Project's financial incentives with assistance in implementing changes to operations, placement of containers to maximize impact on diversion, assessing and gathering information on implementation and impact, and completing reports to the Project.
- D.5 Provide feedback to Project staff when requested and submit a written quarterly summary on progress in the marketing and implementation of the incentive programs. This feedback and written summary should address Contractor activities and observations on potential applicants' and on recipients' response to the incentive programs that could be helpful in making adjustments to programs.

Deliverables

- 1. Delivery of effective marketing and informational messages to commercial waste generators in the counties.
- 2. Engagement with Project staff and commercial waste generators to effectively execute Project financial incentive programs to its fullest potential.
- 3. Summary of Contractor efforts to assist the Project in development and execution of promotional and information efforts included in the quarterly and final reports to the Project required in Task 7.
- 4. Summary of Contractor activities to supply accurate information related to marketing and implementing financial incentive programs as noted in D.5 above, recapped in the final report to the Project required in Task 7.

Task 6: Provide technical assistance to Community Partners on Waste Education and Reduction (POWER) Grant participants.

The Contractor will:

- A. Meet with Community POWER grantees as requested by Ramsey County to discuss ways the Contractor can support grant activities.
- B. Confirm with County staff the agreed upon role the Contractor will play in supporting a grantee's activities and provide an outline of tasks that will be completed, which could include participating in workshops, forums, training sessions and outreach efforts, and technical assistance.
- C. When requested by the County or a grantee, provide technical assistance to commercial waste generators targeted under a grant, including on-site assistance if necessary, as provided for in Task 2.

- D. When requested by a grantee, provide information on support activities at a level of detail the grantee requires to adequately report to the County and/or the Community POWER program on grant activities.

Deliverables

- 1. Support provided as requested to grantees.
- 2. Details on activities in support of Community POWER grantees included in the quarterly and final reports to the Project required in Task 7.

Task 7: Evaluate and report on the impact of outreach, technical assistance, and consultation services.

The Contractor will:

- A. Track the types of outreach strategies and efforts pursued, the number of businesses and organizations contacted through specific outreach efforts, and the number provided assistance.
- B. For each entity provided assistance, track and document contact information, including the name of individuals, email, phone, address, and operational location, along with the names of waste and recycling service providers and parties responsible for arranging for waste and recycling services if not the entity itself.
- C. Track the nature of assistance provided in waste reduction, organics collection, recycling and other waste management practices provided to each entity, and describe the level of interest of each entity contacted in proceeding with changes in practices.
- D. To the extent that financial information is available, track the impact from recommended changes in waste management practices. Track the potential for cost savings to each entity and document savings where realized. Where savings are not achieved, document negative financial impacts or reasons why potential savings were not realized.
- E. Track each entity's barriers to implementation of waste reduction, organics collection, recycling and other recommended waste management practices.
- F. Within contract time limits, follow up with each entity after presentation of recommendations or delivery of implementation assistance per Task 2.D and Task 2.H, and track on-going waste management behavior changes. Document changes implemented and whether they persist, and if changes were not implemented, why not. The Contractor may, but is not be required to, continue to track changes after three attempts to do so without a response from the entity, and may cease attempts once the entity expresses that they no longer wish to be contacted.
- G. Produce a written monthly report for each of the first two months of each quarter, for a total of eight (8) monthly reports, in a format agreed to by the Project. The monthly report is a summary of outreach, technical assistance, and consulting services provided, with an emphasis on quantitative measures of outreach efforts, businesses and organizations engaged, types of services provided, and waste management opportunities identified, and a listing of those receiving services, and any other information as required in Task 2, Deliverable 3. If significant or measurable qualitative activity occurs in

advance of the quarterly report cycle described in H below, it will also be noted in the monthly report.

- H. Produce a written quarterly report for each of the first three quarters, for a total of three (3) quarterly reports, in a format agreed to by the Project. Each quarterly report will roll up the quantitative information and findings from the contributing two monthly reports required under G above, along with corresponding monthly information from the calendar month finishing the quarter, supplemented by data and qualitative observations outlined in A-F above; and any other information as required in Task 2, Deliverable 3; Task 3, Deliverable 1; Task 5, Deliverable 3; and Task 6, Deliverable 2.
- I. At the end of the contract year, assess general trends, issues, and opportunities in waste management affecting businesses and organization in the two counties, and the strengths and limitations of the approach taken by the Project under this contract in advancing waste reduction, organics management, and recycling.
- J. Produce a final written report, in a format agreed to by the Project, that rolls up information and findings from the last calendar month of the year and the data and qualitative observations from the previous three quarterly reports, supplemented by data and qualitative observations outlined in A-F above for the final quarter; conclusions and recommendations to address topics described in I above; and any other information as required in Task 2, Deliverable 3; Task 3, Deliverable 1; Task 5, Deliverables 3 and 4; and Task 6, Deliverable 2.

Deliverables

- 1. Eight (8) written monthly reports described in G above.
- 2. Three (3) written quarterly reports described in H above.
- 3. A final written report described in J above.

Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name Program

Signature of Certifying Official Print Name Title Date

Resolution 2013-RR- _____

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, the Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

WHEREAS, the Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has funding in the amount of \$220,000 specified for an agreement with Minnesota Waste Wise Foundation for consultation and technical assistance services.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the Agreement with Minnesota Waste Wise Foundation in an amount not to exceed \$220,000 with a term from January 1, 2014 through December 31, 2014 and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/13	AGENDA ITEM: IV - G
SUBJECT: Amendment #2 to Agreement Between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group in a form to be approved by the County Attorney, to extend the term through December 31, 2014, in the amount not to exceed \$70,000 for services in 2014, and to adopt the revised scope of services and revised 2014 rates.

EXECUTIVE SUMMARY:

Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. In 2012, the Project contracted with Risdall Marketing Group for development of a web site, now called BizRecycling, aimed at assisting non-residential waste generators with recycling and organic waste management. The new web site launched in 2012, and during 2013 the site was enhanced to include a case study map and tools for organic waste management. In 2014, Risdall Marketing Group will assist in the Project in expanding the website to include interactive features and highlight free resources available to businesses. In addition, Risdall will assist the Project in developing a two year marketing plan for recycling and organic waste businesses and institutions. In 2014, the hourly rate will be increased by \$3.50 per hour, or 2.5%. When completed and approved by the County Attorney, it will be ready for execution.

SUBJECT: Amendment #2 to Agreement Between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group


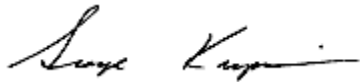
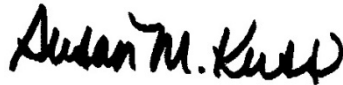
FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$70,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:

1. Amendment #2 to Agreement Between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group
2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

**Amendment #2 to Agreement Between
Ramsey/Washington County Resource Recovery Project and
Risdall Marketing Group**

This is an amendment to the Agreement between the Ramsey/Washington Resource Recovery Project Board Contract and Risdall Marketing Group dated March 27, 2012, entered into by and between the parties as follows:

1. SECTION 1. Scope of Services

Is amended by the addition of the language set forth in the attached Exhibit A-2014.

2. SECTION 3. Time

The Term of this Agreement is extended to December 31, 2014.

3. SECTION 4. Payment and Reporting

Subpart 4. A. is amended to read “For services provided on an hourly basis the Project will pay the Contractor at an hourly rate of \$139.50. In no event will payment to the Contractor pursuant to this Agreement for the period of January 1, 2014 through December 31, 2014 exceed \$70,000, inclusive of all fees and expenses and any applicable taxes.”

4. All other terms and conditions of the Agreement with Risdall Marketing Group, unless specifically amended herein, remain in full force and effect.

EXHIBIT A-2014

RISDALL MARKETING GROUP

2014 SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

BizRecycling Website

1. Evaluation Meeting with Staff and Project Consultants (Early January)
 - a. Meet with Project staff and consultants to
 - i. Confirm website goals for 2014
 - ii. Gather specific ideas for web development in 2014
 - iii. Define mechanisms for on-going feedback from Project staff, consultants and businesses as website is further developed
2. Phase Three Web Development Efforts
 - a. Further develop the website to (January – March)
 - i. Expand pages i.e include non-residential recycling information, pollution prevention, etc
 - ii. Work with Project Staff to identify and develop additional tools that will add value to the site, including
 1. Online calculators
 2. Banner and content updates
 3. Video additions or creation of intro/outro for videos
 4. Mapping features
 - b. Update the website banner with trademark symbol (January)
 - c. Work with Project Staff to identify optimal social media and/or interactive features of the website, i.e. Live Chat features. (April – June)
 - i. Implement selected social media and/or interactive features of the website (July – October)
3. Make changes to the website as directed by the Project in response to business input and needs (Ongoing)
4. Consulting and project management (Ongoing)

Non-Residential Organic Waste and Recycling Marketing Campaign Plan

1. Create a marketing plan for 2014-2015 with the following components:
 - a. Strategy Documentation and Objectives for Biz Recycling: Communications strategy and opportunities for expanding the reach of the campaign

- i. A creative brief to inform the Project's direction on broader communication and marketing plans to various audiences in the county for non-residential organic waste management and recycling
 - ii. Guidance and strategy recommendations on reaching various target business types and audiences
 - iii. Collaborate with the Project's graphic design consultant and staff in development of tools to implement the marketing plan
 - b. A high-level media overview and detailed media recommendation
 - i. Media plan that: identifies specific advertising and media organizations and negotiated costs (oversight for advertising campaign to ensure the correct advertisements were placed and invoiced as negotiated with the advertising /media organizations)
 - ii. A matrix outlining the type, quantity and frequency of advertising to promote non-residential organic waste management and recycling messages and resources available to businesses
 - iii. Recommendations on enhancing and delivering greater results with social media efforts
 - c. Draft plan provided no later than January 31, 2014
 - d. Final plan provided no later than February 28, 2014
 2. Teach Project Staff how implement a marketing plan
 - a. Provide up to 20 hours of consultation/training/workshops as and if requested by the Project
 - i. Conduct 1 workshop (either in classroom or interactive format) to teach staff how to implement the 2014-2015 Marketing Plan including:
 1. Techniques and/or tips in developing campaign messages
 2. Challenges to anticipate and strategies to overcome
 3. Provide a minimum of one real example from the 2014-2015 Marketing Plan and how it could be implemented
 - ii. Total Workshop preparation time is limited to 7 hours
 - iii. Workshop must be held by April 15, 2014 unless directed by the Project
 3. Assist Project and County staff in coordinating County campaigns with Project Campaigns (Ongoing)
 4. Consulting and project management (Ongoing)
 5. 5. Other work as identified and assigned

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Victoria Reinhardt
Project Board Chair
Date _____

Approved as to Form and Insurance:

By: _____
Ramsay Assistant County Attorney
Date _____

Approved as to Form:

By: _____
Washington Assistant County Attorney
Date _____

Recommended By:

By: _____
Lead Member, Joint Staff Committee
Date _____

Risdall Marketing Group

By: _____
Date _____

Resolution 2013- RR - _____

Whereas, The Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

Whereas, The Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

Whereas, The Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

Whereas, the Project procured the services of Risdall Marketing Group in 2012 as web developer to assist in the creation and implementation of an East-Metro commercial organic waste and recycling web page; and

Whereas, the Project will continue its efforts to increase the level of organic waste management and recycling by non-residential generators in 2014, and desires to have Risdall Marketing Group assist in that effort; and

Whereas, The Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

Whereas, The 2014 approved Resource Recovery Project Budget has \$70,000 identified for these services for 2014. NOW, THEREFORE, BE IT

Resolved, The Executive Committee authorizes the Chair of the Project Board to execute an amendment to the Agreement with Risdall Marketing Group with a term of January 1, 2014 through December 31, 2014, at a cost not to exceed \$70,000.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/13	AGENDA ITEM: IV - H
SUBJECT: Amendment to Agreement with Lure Design, LLC	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for with Lure Design, LLC in a form to be approved by the County Attorney, to extend the term through December 31, 2014 and in the amount not to exceed \$20,000 for services in 2014.

EXECUTIVE SUMMARY:

In 2013, the Project produced a variety of materials for non-residential organic waste management and recycling, both hard copy and electronic, related to its Biz Recycling outreach efforts. Funds are budgeted, again in 2014, for graphic design services to provide a consistent and quality look to the Projects efforts.

FINANCIAL IMPLICATIONS:


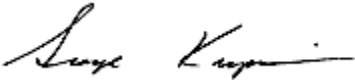

This agreement is for an amount up to \$20,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

SUBJECT: Amendment to Agreement with Lure Design, LLC

ATTACHMENTS:

- 1. Amendment #1 to Agreement with Lure Design, LLC
- 2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

**Amendment #1 to Agreement Between
Ramsey/Washington County Resource Recovery Project and
Lure Design LLC**

This is an amendment to the Agreement between the Ramsey/Washington Resource Recovery Project Board Contract and Risdall Marketing Group dated December 12, 2012, entered into by and between the parties as follows:

1. SECTION 2. Term

The Term of this Agreement is extended to December 31, 2014.

2. SECTION 4 COST/PAYMENT

The "Contract Maximum" for the period January 1, 2014 through December 31, 2014 shall not exceed \$20,000.

3. All other terms and conditions of the Agreement with Lure Design LLC, unless specifically amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

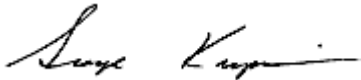
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Victoria Reinhardt
Project Board Chair
Date

Approved as to Form and Insurance:

By: _____
Ramsey Assistant County Attorney
Date

Approved as to Form:


By: _____
Washington Assistant County Attorney
12.9.13
Date

Recommended By:


By: _____
Lead Member, Joint Staff Committee
12.9.13
Date

Risdall Marketing Group

By: _____
Lure Design, LLC
Date

Resolution 2013- RR - ____

Whereas, The Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

Whereas, the Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

Whereas, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

Whereas, the Project will continue its efforts to increase the level of organic waste management and recycling by non-residential generators in 2014, and desires to have graphic design services to assist in that effort; and

Whereas, the Project used a competitive procurement process for graphic design services, and identified Lure Design, LLC as a designer in 2013 to assist in the creation and implementation of materials to support Project activities; and

Whereas, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has funding in the amount of \$20,000 specified for an agreement with Lure Design, LLC for graphic design services.

NOW, THEREFORE, BE IT RESOLVED, the Executive Committee authorizes the Chair of the Project Board to execute an amendment to the Agreement with Lure Design, LLC with a term of January 1, 2014 through December 31, 2014, at a cost not to exceed \$20,000.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/2013	AGENDA ITEM: IV -I
SUBJECT: Amendment to Agreement with Second Harvest Heartland for Food Rescue	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an amendment with Second Harvest Heartland for Food Rescue Services in a form to be approved by the County Attorney, to extend the term through December 31, 2014 and in the amount not to exceed \$40,000 for services in 2014.

EXECUTIVE SUMMARY:

Second Harvest Heartland (SHH) has a goal to end hunger in its service area. In 2007, SHH approached the Resource Recovery Project and noted that Ramsey and Washington Counties and SHH have converging, long-range strategic missions in diverting excess food from the waste stream and to human consumption. The Project and SHH entered into a two-year pilot service agreement for 2008 and 2009 to rescue perishable food that would become waste, and safely provide that food to hungry people. The pilot was successful, and the Project continued to contract with SHH for this service in 2010 - 2013. The 2014 budget includes funding to continue this program. The attached amendment continues funding at the same funding levels as 2013. The per pound rate is unchanged from 2012.

Total tonnage of food waste recovered has steadily increased each year. In 2012, a total of 2,571 tons of food were recovered. In 2013 (Jan- Sept), a total of 2,275 tons of food have already been recovered.

SUBJECT: Amendment to Agreement with Second Harvest Heartland for Food Rescue


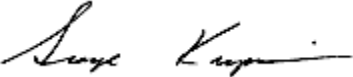
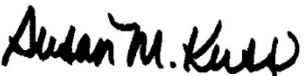
FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$40,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:

- 1. Amendment to Agreement for with Second Harvest Heartland for Food Rescue
- 2. Draft Resolution

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

**Amendment #3 to Agreement for Food Rescue Services with
Second Harvest Heartland**

This is an amendment to the Agreement for Food Rescue Services between the Ramsey/Washington Resource Recovery Project Board Contract and Second Harvest Heartland dated September 17, 2009, entered into by and between the parties as follows:

1. SECTION 2. Term

The Term of this Agreement is extended to December 31, 2014.

2. SECTION 3. Payment and Reporting

Subpart 3.A. is amended to read “The total cost of services during the term of this Agreement will not exceed \$40,000 during 2014.”

Subpart 3.E. is amended to read: “Contractor shall provide a quarterly report to the Project due one month following the end of the previous quarter according to the following schedule:

Invoice and Reporting Period:	Due Date
January, February, March 2014	May 1, 2014
April, May, June 2014	August 1, 2014
July, August, September 2014	November 1, 2014
October, November, December 2014	February 1, 2015

All other terms and conditions of the Contract with Second Harvest Heartland, unless specifically amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Victoria Reinhardt
Project Board Chair
Date _____

Approved as to Form and Insurance:

By: _____
Ramsey Assistant County Attorney
Date _____

Approved as to Form:


12.9.13
By: _____
Washington Assistant County Attorney
Date _____

Recommended By:


12.9.13
By: _____
Lead Member, Joint Staff Committee
Date _____

Second Harvest Heartland

By: _____
Jane Hopkins Gould
Chief Financial Officer
Date _____

RESOLUTION-2013-RR-___

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, The Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

WHEREAS, The Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

Whereas, The Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

WHEREAS, Second Harvest Heartland (SHH) is the Upper Midwest's largest hunger-relief organization with a mission to end hunger through community partnerships, and provides food to hungry people through a food bank network and through food rescue; and

WHEREAS, The Counties and SHH have converging, long-range strategic missions in diverting excess food from the waste stream and to human consumption; and

WHEREAS, The Project Board entered into service agreements during 2008-2013 with SHH for the purpose of conducting food rescue; and

WHEREAS, The approved 2014 Resource Recovery Project Budget includes \$40,000 for a service agreement for food rescue services with SHH for 2014; and

WHEREAS, the Executive Committee of the Project Board is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project. Now, Therefore, Be It and

RESOLVED, The Ramsey/Washington County Resource Recovery Project Board Executive Committee hereby approves the Service Agreement with Second Harvest Heartland for food rescue services, with a term of January 1, 2014 through December 31, 2014, at a cost not to exceed \$40,000, and authorize the Chair to execute the agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

Project Board Meeting Date: 12/19/2013	AGENDA ITEM: IV - J
SUBJECT: Agreement for County Environmental Charge Compliance Reviews with Olsen, Thielen & Co., Ltd.	
TYPE OF ITEM: <input type="checkbox"/> Information <input type="checkbox"/> Policy Discussion <input checked="" type="checkbox"/> Action	
Submitted By: Joint Staff Committee	

PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an Agreement for County Environmental Charge Compliance Reviews with Olsen, Thielen & Co., Ltd. in a form to be approved by the County Attorney, in an amount not to exceed \$100,000 for the period of January 1, 2014 through December 31, 2014.

EXECUTIVE SUMMARY:

Since 2003, the Counties individually have jointly cooperated in the procurement of a vendor to provide County Environmental Charge (CEC) compliance review service; and reviewed licensee compliance with CEC collection and remittance requirements under contracts with the Counties. The Counties have been satisfied with the performance of the Contractor, Olsen, Thielen & Co., Ltd. to date and desire to continue utilizing its services for 2014. To improve contract efficiency in 2014 the Counties decided to jointly procure these services through the Project.

SUBJECT: Agreement for County Environmental Charge Compliance Reviews with Olsen, Thielen & Co., Ltd.

In 2014 Olsen, Thielen & Co., Ltd. work scope will consist of performing specific Compliance Reviews of Subjects, including solid waste transfer stations and waste haulers licensed by the Counties. The purpose of the review is to determine if the Subjects are assessing, billing, collecting and/or remitting the CEC, or performing related operations in compliance with applicable county ordinances. The Project may also elect to initiate Compliance Reviews for the purpose of calculating the total amount of CECs paid by a waste generator and to assess what if any effect the CEC has on service costs and waste management practices.

FINANCIAL IMPLICATIONS:

This agreement is for an amount up to \$100,000. Funding is available in the approved 2014 Resource Recovery Project Budget for this Agreement in that amount.


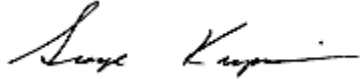
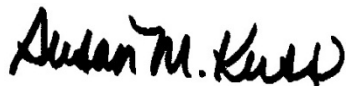
ATTACHMENTS:

1. Agreement Between the Ramsey/Washington County Resource Recovery Project and Olsen, Thielen, Co., Ltd. For County Environmental Charge Compliance Reviews
2. Draft Resolution



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION**

AUTHORIZED SIGNATURES

Joint Staff Committee	Date
	12.9.13
Ramsey County Attorney	Date
Washington County Attorney	Date
	12.9.13
Ramsey County Department of Finance	Date
	12.9.13
Other	Date

Agreement
Between the Ramsey/Washington County Resource Recovery Project and
Olsen, Thielen & Co., Ltd.
For County Environmental Charge Compliance Reviews

This is an Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and Olsen, Thielen & Co., Ltd. (“Contractor”).

WHEREAS, since 1982 Ramsey and Washington Counties (“Counties”) have implemented a joint program for researching, developing and implementing both the “Ramsey/Washington County Waste-to-Energy Project” and the Project; and

WHEREAS, the Counties have successfully collaborated on many waste management activities through the Project, and desire to continue joint collaboration; and

WHEREAS, the Counties entered into a Joint Powers Agreement for the purpose of overseeing joint solid waste activities through December 31, 2017; and

WHEREAS, the Counties have implemented a County Environmental Charge (“CEC”), and in order to assure compliance with ordinances provisions that relate to that charge, desire the services of a professional financial audit firm to conduct CEC Compliance Reviews; and

WHEREAS, the Counties have since 2003 jointly cooperated in the procurement of a vendor to provide CEC Compliance Review services; and

WHEREAS, the Contractor has, since 2003, reviewed licensee compliance with CEC collection and remittance requirements under contracts with the Counties; and

WHEREAS, the Counties are satisfied with the performance of the Contractor to date and desire to continue utilizing its services for 2014; Now, Therefore,

The Project and the Contractor agree as follows:

1. Scope of Services

- a. The Contractor shall provide the Services as set forth in Exhibit A, Scope of Services, attached hereto and made a part hereof.

2. Project Roles and Responsibilities

The Project shall:

- a. Provide the Contractor with data necessary for performance of its duties under this Agreement;
- b. Select subjects on which to perform CEC Compliance Reviews (“Subjects”);
- c. Provide guidance regarding the Services required of the Contractor.

3. Time

The Term of this Agreement is from January 1, 2014 through December 31, 2014.

4. Cost/Payment

- a. Compensation paid to the Contractor for services provided pursuant to this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), inclusive of reasonable permitted expenses. The Contractor shall invoice the Project for services provided to at the rate of \$109 per hour for work performed in the months of May through November and at the rate of \$129 per hour for work performed during the months of December, January, February, March, and April.
- b. The Contractor shall submit an invoice to the Project on a monthly basis. Invoices will provide sufficient detail to show, for each subject reviewed, the specific personnel who perform the work, the type of work provided, the hours worked, the hourly rate, and the total that the Project is responsible to pay. Payment will be made within 35 days of receipt of a complete and correct invoice.
- c. The Project will reimburse the Contractor for reasonable expenses incurred by the Contractor in the performance of services under this Agreement, at the Contractor's actual cost. The Contractor will not be reimbursed for travel and other expenses within the State of Minnesota and St. Croix County, Wisconsin. All reimbursable expenses are included within the not-to-exceed amount identified in a. above.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the Contractor as the employee of the Counties or the Project for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the Counties or the Project. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. Indemnification

The Contractor shall indemnify, hold harmless and defend the Counties and the Project, their officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, that the Counties or the Project, their officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

7. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims that may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the Project throughout the term of this Agreement.
 - b.1 Commercial General Liability Insurance
 - b.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability
 - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.
 - b.1.3 The Counties and the Project, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.
 - b.2 Automobile Insurance
 - b.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - b.2.2 Minimum limits: \$1,000,000 combined single limit.
 - b.3 Workers' Compensation and Employer's Liability
 - b.3.1 Workers' Compensation as required by Minnesota Statutes
 - b.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - b.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - b.4.1 Per Claim Limit: \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - b.4.2 All policies shall be written as acceptable to the Counties and/or Project.
 - b.4.3 The Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and

shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

b.4.4 The Counties and the Project, their officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the Counties and/or Project.

- c. Crime and Fidelity Bond: \$___n/a_____
- d. All Certificates of Insurance shall provide that the insurance company gives the Project thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- e. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- f. The Certificates of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed acceptable Certificates of Insurance with the Project. Copies of insurance policies shall be submitted to the Counties or the Project upon request.
- g. Nothing in this Agreement shall constitute a waiver by Ramsey County, Washington County, or the Project of any statutory or common law immunities, limits, or exceptions on liability.
- h. Each Certificates of Insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. Non-Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the Project.

9. Unavailability of Funding

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Project. The Project may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Counties or the Project. Upon receipt of a notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement.

Termination shall be treated as termination without cause and will not result in any penalty or expense to the Counties or Project.

10. Non-Conforming Services

The acceptance by the Project of any non-conforming services under the terms of this Agreement or the foregoing by the Project of any of their rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the Project's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Project provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. Equal Employment Opportunity

The Contractor 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, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the Counties or the Project, the Contractor shall furnish a written affirmative action plan.

12. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

13. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the Project for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Counties or Project for damages sustained by the Counties or Project by virtue of any breach of this Agreement by the Contractor. The Project may withhold any payment to the Contractor for the purpose of setoff until such time as the

exact amount of damages due the Counties or the Project from the Contractor is determined.

15. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which data of the Counties, the Project, or the Subjects ("Data") is contained or that are used to access the Data . Additionally, access to the Data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. On January 2, 2016, or twelve months after the last report issued for work under this agreement, or later if agreed upon by the parties, the Contractor shall purge all Data from the Contractor's computers and storage devices, and the Contractor shall give the Project written verification that the Data has been purged.

16. Compliance With Applicable Law

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units that are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

17. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Counties, the Project, the State Auditor, or the ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

18. Termination

a. With Cause

The Project reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the Project. In the event that the Project exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice,

the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The Project may terminate this Agreement without cause for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

19. Conflict of Interest

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity that may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the Project of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Project whether the Contractor will or will not resign from the other engagement or representation.

20. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. If the Contractor prints any report, publication, invoice or other document resulting from this Agreement, it shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

21. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

22. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

23. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court, Second or Tenth Judicial District, State of Minnesota, in the sole discretion of the Counties or the Project.

24. Ownership of Data

All work, papers, data compilations, reports, programs, presentations, and any other data produced by the Contractor in the execution of this Agreement, upon its completion, will

remain property of the Contractor. The Counties or the Project may request copies of data, and the Contractor shall provide copies at no cost to the Counties or the Project.

25. Entire Agreement

This Agreement, including Exhibit A, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

**RAMSEY/WASHINGTON COUNTY
RESOURCE RECOVERY PROJECT**

OLSEN, THIELEN & CO., LTD.

Project Board Chair

Date: _____

Approval recommended:

Lead Member, Joint Staff Committee

Approved as to form and insurance:

Ramsey County Assistant County Attorney

Approved as to form:

Washington County Assistant County Attorney

By: _____
Contractor's Signature

Print Name: _____

Title: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

GENERAL

The scope consists of performing specific Compliance Reviews of Subjects, including but not limited to, solid waste transfer stations and waste haulers licensed by the Counties, and other waste generators, or Subjects, as identified by the Counties. The purpose of the review is to determine if the Subjects are assessing, billing, collecting and/or remitting the CEC, or performing related operations in compliance with applicable county ordinances. The Project may also elect to initiate Compliance Reviews for the purpose of calculating the total amount of CECs paid by a waste generator and to assess what if any effect the CEC has on service costs and waste management practices. The Contractor will perform the Compliance Reviews in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Project. The Contractor makes no representations regarding the sufficiency of the Specific Review Tasks described below for the purpose for which the review has been requested or for any other purpose.

The Project will identify Subjects on which to perform Compliance Reviews and will notify each Subject it has been selected. The Project will then provide the Contractor with the Subject's contact information, CEC remittance data, special concerns, and other information, as needed, to enable the Contractor to prepare for, schedule, and conduct a review in accordance with the tasks specified below.

SPECIFIC REVIEW TASKS

For each Compliance Review the Contractor shall propose to the Project materiality levels and sample sizes, taking into account each Subject's specific circumstances and other concerns as indicated by the Project. The Contractor shall perform the following tasks, unless otherwise directed by the Project:

- For each Subject, review County CEC report and remittance data and any specific concerns to determine the number of accounts and invoices to be reviewed, and to identify the specific time period(s) to be reviewed;
- Contact the Subjects to schedule reviews and provide information to the Subject on how to prepare for the review;
- Perform a review of the Subject's billing and record keeping systems and procedures, to include observations regarding unique capabilities and/or limitations;
- Review a selected sample of customer invoices to determine if the Subject properly imposed the CEC on MSW services, and compare those results with County CEC report and remittance data;
- Determine the accuracy of Subject's CEC billing practices, and explore any apparent discrepancies between the review findings and the reported data;
- Review invoices to determine the frequency at which customers fail to pay CECs or remit a portion of CECs invoiced, and describe Subject's procedures when this occurs;

- Identify common and specific terminology found on customer invoices, and suggest terms, invoice layout(s), and other approaches that would assist in making clear those costs that are and are not subject to the CEC;
- Review other records or procedures to determine the proper administration of the CEC, as agreed to by the Contractor and the Counties or the Project; and
- Provide expert testimony, when necessary, during administrative, civil or criminal proceedings.

CONTRACTOR REPORTS

Compliance Reports. For each Subject reviewed, the Contractor shall provide to the Project a written report detailing the specific procedures performed and the results of the review. The Contractor shall make the report available to the Project as soon as possible. The Contractor's report shall include, when appropriate, the following statements:

- "We have performed the procedures enumerated below, that were agreed to by the Project, solely to assist you with respect to the collection and remittance of the CEC by Company (Subject) for (the period of review). The Company's (Subject's) management is responsible for preparing and maintaining the Company's accounting records. This review was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose that this report has been requested or for any other purpose."
- "We were not engaged to, and did not, conduct an audit or examination, the objective of which would be the expression of an opinion on the Company's (Subject's) handling and remitting of the CEC for (the period of review). Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you."
- "This report is intended solely for the information and use of the Project and Counties and is not intended to be and should not be used by any other party."

Annual Summary Report. The Contractor shall provide the Project with an annual summary report by February 1, 2015. The summary report shall identify the number of Subjects reviewed; list general findings on compliance with CEC collection and remittance requirements and other findings with regard to the CEC; and present any observations and recommendations for the following review period that the Contractor believes could improve CEC compliance or determination thereof.

Resolution 2013-RR- __

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, the Counties have implemented a County Environmental Charge (CEC), and in order to assure compliance with ordinances provisions that relate to the charge, desire the services of a professional financial audit firm to conduct CEC Compliance Reviews; and

WHEREAS, the Counties have since 2003 jointly cooperated in the procurement of a vendor to provide CEC Compliance Review services; and

WHEREAS, Olsen, Thielen, Co., Ltd. has, since 2003, reviewed licensee compliance with CEC collection and remittance requirements under contracts with the Counties; and

WHEREAS, the Counties are satisfied with performance of the Olsen, Thielen, Co., Ltd. to date and desire to continue utilizing its services for 2014; and

WHEREAS, Olsen, Thielen, Co., Ltd. is willing to provide CEC Compliance Review services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2014 Resource Recovery Project Budget has approved \$100,000 for financial audit services for 2014.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the Agreement with Olsen, Thielen, Co., Ltd., with a term from January 1, 2014 to December 31, 2014 and in an amount not to exceed \$100,000 for that term, and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

Date