



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 12, 2012

TIME: 1:30 pm

PLACE: Resource Recovery Project
1st 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 – June 28, 2012

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 Professional Services with J. L. Taitt & Associates
- E. Agreement with Minnesota Waste Wise
- F. Agreement with the Minnesota Technical Assistance Program (MnTAP)
- G. Amendment to Agreement with Risdall Marketing Group
- H. Agreement with Lure Design, LLC
- I. Amendment to Agreement with Second Harvest Heartland and Food Rescue

V. OTHER BUSINESS

- A. Staff Updates

Executive Committee Members:

Chair: Commissioner Dennis Hegberg

Vice-Chair: Commissioner Victoria Reinhardt

Member: Commissioner Jan Parker

**RAMSEY/WASHINGTON COUNTY
RESOURCE RECOVERY PROJECT EXECUTIVE COMMITTEE
MONDAY, JUNE 28, 2012
MINUTES**

A meeting of the Executive Committee of the Ramsey/Washington County Resource Recovery Project was held at 9:00 am June 28, 2012 at the Ramsey County Environmental Health Office, 2785 White Bear Avenue, Maplewood, Minnesota.

MEMBERS PRESENT:

Commissioner Dennis Hegberg – Washington County
Commissioner Jan Parker– Ramsey County
Commissioner Victoria Reinhardt – Ramsey County

ALSO ATTENDING:

Zack Hansen, Judy Hunter, Sue Kuss, Harry McPeak, Katie Shaw, Warren Shuros

CALL TO ORDER/APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE JUNE 11, 2012 MINUTES:

Commissioner Parker moved, seconded by Commissioner Reinhardt, to approve the minutes.

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

STATUS OF PROCESSING AGREEMENT WITH RRT:

Zack Hansen reviewed the Executive Committee direction to staff from June 11, 2012. Based on that direction, staff resumed negotiations with RRT. Since the June 11, meeting, he reported that staff and consultants have contacted haulers to assess the market situation related to disposal pricing. Warren Shuros gave an overview of the market prices. Mr. Hansen, and Judy Hunter reviewed the elements of the negotiation with RRT, and the status of the negotiations.

OTHER BUSINESS:

Mr. Hansen and Ms. Hunter explained that, arising out of the negotiations with RRT were a number of policy issues that would need attention by the Project Board in 2013 including issues related to ownership of the Facility and the future of processing. They said that they would be incorporating those issues into the 2013 budget for future discussion by the Board.

The Committee discussed revisions to the Project work plan and timeline, required because of the protracted negotiations with RRT.

The next Resource Recovery Project Board meeting is scheduled for Thursday, July 26, 2012 at 8:00 am.

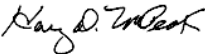
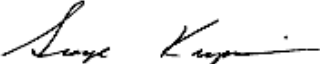
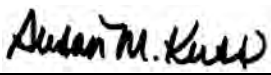
ADJOURNMENT:

Chair Hegberg adjourned the meeting.

Approved: _____
Commissioner Dennis Hegberg

AGENDA ITEM A

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

COMMITTEE MEETING DATE: <u>December 12, 2012</u> DATE SUBMITTED: <u>December 3, 2012</u>	
FROM: <u>Joint Staff Committee</u>	
<u>DOCUMENT DESCRIPTION:</u>	Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC (Foth) 1) Amendment to Agreement 2) Resolution
<u>BACKGROUND:</u> The Project has an engineering consultant under contract for a variety of services. In 2013 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 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.	
<u>PROJECT BOARD ACTION REQUESTED:</u> Authorize the Chair of the Executive Committee to execute the 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, 2013, in the amount not to exceed of \$325,000 for services in 2013, and to adopt the revised scope of services and revised 2013 rates in Exhibits A and B respectfully.	
<u>FINANCIAL IMPLICATIONS OF ACTION:</u> The 2013 approved Resource Recovery Project Budget has \$325,000 for engineering services for 2013.	
<u>ADMINISTRATIVE COMMENTS:</u>	
<u>REVIEWED BY:</u>	
	<u>12.3.12</u>
Ramsey County Attorney	Date
	<u>12.3.12</u>
Washington County Attorney	Date
	<u>12.3.12</u>
Ramsey Co. Finance	Date

**Amendment #10 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-2013.

2. SECTION 4. Reimbursement and Payment

Is amended by the addition of the language set forth in the attached Exhibit B-2013. Compensation paid to Consultant for services provided during the period January 1, 2013 through December 31, 2013 shall not exceed \$325,000, inclusive of permitted reimbursable expenses and mileage.

3. SECTION 20. Term

The Term of this Agreement is extended to December 31, 2013.

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: _____
Dennis Hegberg
Project Board Chair
Date

Approved as to Form and Insurance:

Kary D. Webb

By: _____
Ramsey Assistant County Attorney
12.3.12
Date

Approved as to Form:

Sevgi Kuyumcu

By: _____
Washington Assistant County Attorney
12.3.12
Date

Recommended By:

Sevgi h. Kuyumcu

By: _____
Lead Member, Joint Staff Committee
12.3.12
Date

Foth Infrastructure and Environment LLC

By: _____
12/3/12
Date

Title: CLIENT DIRECTOR

By: _____
12/3/12
Date

Title: Client Director

EXHIBIT A-2013
Foth Infrastructure & Environment, LLC

2013 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
 - a. Task: Technology Analysis

This initial study will focus on a general overview of emerging technologies for processing municipal solid waste (MSW). This report will review in general the processes, performance, vendors, projects and environmental performance for select emerging technologies. The report will also compare and contrast the technologies and the application of the technology on the current waste stream from the Newport RDF facility. The emerging technologies to be evaluated will be:

 - Gasification
 - Pyrolysis
 - Mass Burn
 - Plasma Arc

- Anaerobic digestion
- Mixed Waste Processing and Residual Management

The report will address outputs from the processes. Many new technologies like gasification, pyrolysis and plasma arc can create many end products like electricity, methanol, ethanol and other chemicals. A general analysis of the output and the financial performance of processes with select outputs will be provided.

The deliverable will be a report on the emerging technologies to aid in the selection of the preferred technology(ies) for further investigation.

b. Task: Detailed Analysis

This task includes the more detailed analysis of a selected technology based on the Technology Scan report and recommendations from R/W counties. In this task, the selected technology will be researched to provide case study, pilot plant and full scale plant analysis on facilities that use the selected technology. A site visit to select plant(s) may be conducted to obtain first hand, on site information on the technology, operations, permitting and financial (capital and operations/maintenance) aspects. Upon completion of the research and site visit, Foth will prepare a report on the selected technology. The report will include

- A summary of the technology
- Detailed summary of case studies and academic papers
- Details and discussion on pilot plants, full scale plants and proposed plants
- Specific details on the select plant
- Applicability to R/W Counties
 - Siting
 - Permitting
 - Capital Costs
 - Operating Costs
 - Revenue potential
 - Sensitivity
 - Reliability
- Conclusion and Recommendation

A draft report will be provided to R/W Counties for comment. After review, a final report will be prepared and submitted in final form to R/W Counties. Foth will also prepare a PowerPoint presentation on the report for public presentation.

c. Task: Comparative Analysis

This task includes the development of a comparative analysis that examines the technical, policy, legal and financial comparison of the selected technology as compared to refuse-derived fuel (RDF) and landfilling. The comparative analysis will provide details on the environmental performance of the technology and landfilling examining the greenhouse gas emissions, energy and material balances. The analysis will also examine the economics, reliability and

the siting and permitting feasibility for the selected technology.

Foth will develop a draft report on the comparative analysis for review by R/W counties. Comments will be incorporated to develop the Final Report. A PowerPoint presentation will also be developed for use at a public meeting.

d. Task: Facility Status

Engineering review of the Newport facility and two Xcel combustion facilities including preliminary review of maintenance and capital needs.

e. Task: Financial Issues

Projection of Newport operating costs.

f. Task: Facility Operational Issues

Overview of issues and review of operating agreements.

g. Task: Supporting Consultant Services

Review of documents developed by others and general advice.

EXHIBIT B-2013

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

2013 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	\$160
Jim Miles-Polka	Project Director	\$156
Curt Hartog	Senior Technical Consultant	\$140
Jessica Graveen	Project Engineer	\$ 93
Nate Klett	Project Engineer	\$117
Gene Skenandore	Lead Mechanical Engineer	\$141
Kristie Williams	Lead Process Engineer	\$142
Brian Sperrazza	Lead Hydrogeologist	\$120
Kathy Osborne	Senior Project Manager	\$147
Dan Krivit	Senior Project Manager	\$150
Susan Young	Senior Consultant	\$125
Lyle Olson	Senior Mechanical Engineer	\$155

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
2013 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 - \$ 80.00
Administrative Assistant	\$ 55.00 - \$ 70.00
Clerical	\$ 50.00 - \$ 60.00

**Foth Infrastructure & Environment, LLC
2013 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 2012-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 2013 Resource Recovery Project Budget has approved \$325,000 for outside engineering services for 2013.

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, 2013 to December 31, 2013 and in an amount not to exceed \$325,000 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 Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM B

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

BOARD MEETING DATE: December 12, 2012 DATE SUBMITTED: December 3, 2012

FROM: Joint Staff Committee

DOCUMENT DESCRIPTION: **Amendment to Agreement for Professional Services with Stoel Rives LLP**
1) Amendment to Agreement
2) Resolution

BACKGROUND:

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 2013 the Project will use the services of Stoel Rives LLP in work in establishing a purchase price for the Facility, including managing the appraisal process and work on negotiations and possibly arbitrations, as well as policy evaluation work. The 2013 approved Resource Recovery Project Budget has \$189,000 for outside policy and legal services for 2013. The hourly rate has increased; it was last changed in 2010.

PROJECT BOARD ACTION REQUESTED:

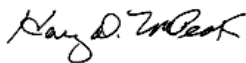
Authorize the Chair of the Executive Committee to execute the amendments to the Agreement for Professional Services between the Project and Stoel Rives LLP, in a form to be approved by the County Attorney, and to extend the term through December 31, 2013, in an amount not to exceed of \$189,000 for services in 2013 and to adopt the revised Exhibits A and B.

FINANCIAL IMPLICATIONS OF ACTION:

The 2013 approved Resource Recovery Project Budget has \$189,000 for outside policy and legal services for 2013.

ADMINISTRATIVE COMMENTS:

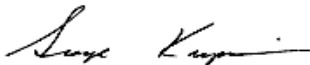
REVIEWED BY:



12.3.12

Ramsey County Attorney

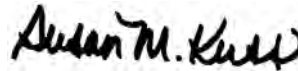
Date



12.3.12

Washington County Attorney

Date



12.3.12

Ramsey Co. Finance Dept.

Date

Amendment # 10 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, 2013.

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: _____ Date _____
Project Board Chair

Approved as to Form and Insurance:

Kary D. Webb

By: _____ Date 12.3.12
Ramsey Assistant County Attorney

Approved as to Form:

Steve Kuper

By: _____ Date 12.3.12
Washington Assistant County Attorney

Recommended By:

Stacy L. Hender

By: _____ Date 12.3.12
Lead Member, Joint Staff Committee

Stoel Rives LLP:

By: *K.D. Johnson*
Partner

12/5/12
Date

Amendment to EXHIBIT A

Stoel Rives LLP

SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2013, through December 31, 2013, as directed by the Joint Staff Committee:

1. Manage the process of completing an appraisal of the Resource Recovery Technologies Resource Recovery Facility located in Newport, MN, and of establishing a purchase price as provided for in the 2013 – 2015 Processing Agreement.
2. Provide analysis and advice on policy and legal issues as outlined in the Project's 2013 work plan with regard to the future of waste processing and potential purchase of the Resource Recovery Facility.

Amendment to Exhibit B

Billing Rate

Stoel Rives LLP Blended Billing Rate

For the period January 1, 2013 through December 31, 2013 the blended hourly rate of attorneys and legal assistants working under the contract shall not exceed \$360/hour, in an amount not to exceed \$189,000, 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 2012-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 2013 Resource Recovery Project Budget has approved \$189,000 for outside legal services for 2013.

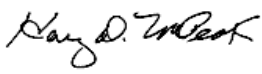

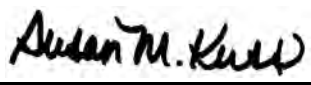
NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Stoel Rives LLP, with a term from January 1, 2013 through December 31, 2013 and in in an amount not to exceed \$189,000, and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

Commissioner Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM C

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

BOARD MEETING DATE: <u>December 12, 2012</u> DATE SUBMITTED: <u>December 3, 2012</u>	
FROM: <u>Joint Staff Committee</u>	
<u>DOCUMENT DESCRIPTION:</u>	Amendment to Agreement for Computer Consulting Services with Superior Consulting Services 1) Amendment to Agreement 2) Resolution
<u>BACKGROUND:</u> <p>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 2013.</p>	
<u>PROJECT BOARD ACTION REQUESTED:</u> <p>Authorize the Chair of the Executive Committee to execute the Amendments 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, 2013 in the amount not to exceed \$1,500.</p>	
<u>FINANCIAL IMPLICATIONS OF ACTION:</u> <p>The 2013 approved Resource Recovery Project Budget has \$1,500 for computer consulting services for 2013.</p>	
<u>ADMINISTRATIVE COMMENTS:</u>	
<u>REVIEWED BY:</u>	
	<u>12.3.12</u>
Ramsey County Attorney	Date
	<u>12.3.12</u>
Washington County Attorney	Date
	<u>12.3.12</u>
Ramsey Co Finance Dept	Date

Amendment # 6 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, 2013, through December 31, 2013, shall not exceed \$1,500, inclusive of permitted reimbursable expenses.

2. Section IV, General Conditions, Subsection 17 Term

Is amended to read "This agreement shall be in force and effect from January 1, 2008 through December 31, 2013, 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:

Ray D. Beck

By: _____ Date 12.3.12
Ramsey Assistant County Attorney Date

Approved as to Form:

Steve Kuyper

By: _____ Date 12.3.12
Washington Assistant County Attorney Date

Recommended By:

Steve L. Hunter

By: _____ Date 12.3.12
Lead Member, Joint Staff Committee Date

Superior Consulting Services

By: *John R. Miller*

12/4/12
Date

EXHIBIT C

COSTS

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2013, through December 31, 2013, rates for persons who will be assigned to the PROJECT are:

<u>TITLE</u>	<u>HOURLY RATE</u>
Consultant	\$126
Senior Consultant	\$136.50

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 2012-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 2013 Resource Recovery Project Budget has approved \$1,500 for computer consulting services for 2013.

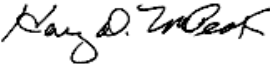
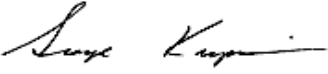

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Superior Consulting Services, for the period January 1, 2013, through December 31, 2013 and in an amount not to exceed \$1,500 for 2013, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement, upon approval as to form by the County Attorneys.

Commissioner Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM D

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

BOARD MEETING DATE: <u>December 12, 2012</u> DATE SUBMITTED: <u>December 3, 2012</u>	
FROM: <u>Joint Staff Committee</u>	
<u>DOCUMENT DESCRIPTION:</u>	Amendment to Agreement for Professional Services with J. L. Taitt & Associates 1) Amendment to Agreement 2) Resolution
<u>BACKGROUND:</u> 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 2013. In 2013, 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.	
<u>PROJECT BOARD ACTION REQUESTED:</u> Authorize the Chair of the Executive Committee to execute the amendments to the Agreement for Professional Services between the Project and J. L. Taitt & Associates, to extend the term through December 31, 2013 in the amount not to exceed of \$80,000.	
<u>FINANCIAL IMPLICATIONS OF ACTION:</u> The 2013 approved Resource Recovery Project Budget includes \$80,000 for these services for 2013.	
<u>ADMINISTRATIVE COMMENTS:</u>	
<u>REVIEWED BY:</u>	
	<u>12.3.12</u>
Ramsey County Attorney	Date
	<u>12.3.12</u>
Washington County Attorney	Date
	<u>12.3.12</u>
Ramsey Co Finance Dept	Date

Amendment #10 to Agreement for Professional Services with JL Taitt & Associates

This is an amendment to Agreement for Professional Services between the Ramsey/Washington Resource Recovery Project Board Contract and JL Taitt & Associates dated June 26, 2003 entered into by and between the parties as follows:

1. Section I. Scope of Services

Is amended by the addition of the language set forth in the attached Exhibit A-2013.

2. Section III. Term

The Term of this Agreement is extended to December 31, 2013.

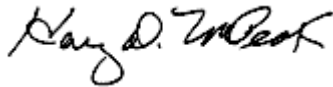
3. Section IV. Reimbursement/Payment

Is amended by the addition of the language set forth in the attached Exhibit B-2013. Compensation paid to Contractor for services provided during the period January 1, 2013 through December 31, 2013 shall not exceed \$80,000.00, inclusive of permitted reimbursable expenses and mileage.

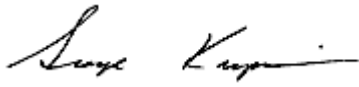
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Project Board Chair Date

Approved as to Form and Insurance:


By: _____
Ramsey Assistant County Attorney Date
12.3.12

Approved as to Form:


By: _____
Washington Assistant County Attorney Date
12.3.12

Recommended By:


By: _____
Lead Member, Joint Staff Committee Date
12.3.12

J.L. Taitt and Associates

By: _____
President Date
12/4/12

**EXHIBIT A-2013
AGREEMENT BETWEEN
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT and
J L TAITT & ASSOCIATES**

2013 SCOPE OF SERVICES

Purpose: The purpose of this Agreement is to secure professional services from a qualified consultant to assist the Resource Recovery Project (PROJECT) in providing outreach, technical assistance, consultation, and liaison services in the two Counties concerning organic waste management, recycling collection systems, and cost effective garbage hauling and disposal services.

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; and
- Staff will have a greater knowledge of the key elements of successful organics recovery and recycling programs, identifying the most common barriers to implementing these programs and solutions to address the barriers.

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

The CONTRACTOR will use a list of K-12 charter and private schools in Ramsey and Washington Counties for the purpose of deciding on a priority list of schools to receive outreach services during 2013:

1. Review with Project Joint Staff a priority list of K-12 charter and private schools for outreach services.
2. Based on the priority list, provide outreach services to charter and private schools. Outreach services are focused on making these schools aware of all organic waste management options including composting, food to livestock and anaerobic digestion (when available).
3. Specific tasks include:
 - Contacting K-12 charter and private schools by telephone, mail, email, or in person
 - Introducing school personnel to the concept of SSOM, research and explain possible service options in the local market including composting, food to livestock, or other option that is or becomes available during the project.
 - Providing to the generator, specific information and educational materials on organics waste management options. This should include how the materials are separated, collected, transported, and managed at the disposal facility or end market.

- Providing previously developed outreach tools, including financial analysis, explanation of how other SSOM systems have worked, and training of staff and students in other programs.
- Serving 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. Tasks include:
 - Coordinating with key school personnel to implement changes to waste management systems.
 - Coordinating the services provided by 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.
- Reporting back to the Project specific information on each generator contacted, including any assistance provided, and the level of assistance, success, and follow-up services.
- 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.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected K-12 charter and private schools in Ramsey and Washington County.
3. A quarterly summary of the following:
 - Overall program status that includes how many schools were contacted or provided assistance and the total number remaining to be contacted.
 - A list of the individual schools contacted, types of outreach services provided, how outreach services were received, types of actions and steps taken by the school, the schools reaction and response to outreach services, and recommendations for next steps with the school.
 - 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 school personnel, or otherwise identified, to the implementation of SSOM programs and recommended solutions to remove the barriers.

Task 2: Provide technical assistance, consultation and liaison services to Ramsey and Washington County K-12 public schools as requested.

The CONTRACTOR will provide technical assistance, consultation and liaison services to selected Ramsey and Washington County K-12 public schools for the implementation and improvement of organic waste management options, including composting, food to livestock and other methods of managing organic waste, recycling collection systems, and cost effective garbage hauling and disposal services:

1. Review with PROJECT Joint Staff a priority list of all K-12 public schools in the two counties and from it, develop two lists, one to target new or non-participating schools, and a second list will be of schools that have existing SSOM programs and might need additional assistance or revamping.
2. Contacting all schools on the priority lists provided by the PROJECT and offer to meet and provide technical assistance to evaluate and implement organic waste management options and recycling collection systems on a district-wide or individual-school basis.
3. In addition to livestock feeding, present schools with several SSOM management service options and highlight examples of successful school SSOM programs in Ramsey and Washington counties or other areas in the region.
4. Based on the priority list, provide technical assistance and consultation regarding waste management system-wide effective changes to garbage and recycling collection, hauling, and disposal services.
5. Serving as a liaison between PROJECT Joint 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. Tasks include:
 - Coordinating with key school 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 school 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.
6. Attending meetings at participating schools, as appropriate.
7. 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 schools on the priority list are contacted and offered or provided technical assistance.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected K-12 public schools in Ramsey and Washington counties.
3. A quarterly summary of the following:

- Overall program status that includes how many schools were contacted or provided assistance and the total number remaining to be contacted.
- A list of the individual schools contacted, types of outreach services provided, how outreach services were received, types of actions and steps taken by the school, the schools reaction and response to outreach services, and recommendations for next steps with the school.
- 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 school personnel, or otherwise identified, to implementation of SSOM programs and recommended solutions to remove the barriers.

Task 3: The CONTRACTOR will provide technical assistance, consultation, and liaison 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:

1. Review with PROJECT Joint Staff a priority list of targeted long-term care, assisted living, and health care facilities in Ramsey and Washington Counties and from it, develop two lists, one to target new high priority prospects and a second list of facilities that have existing SSOM programs and might need additional assistance or revamping.
2. The main focus of work for this task is directed at establishing new SSOM programs through working with administrators, foodservice directors, dietary managers, facilities managers, maintenance directors, housekeeping managers and environmental services directors.
3. Providing outreach services to long-term care, assisted living and health care facilities focused on making these facilities aware of organic waste management options and getting them started on decisions about organic waste management options.
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, discuss and determine with PROJECT Joint Staff 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.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected institutions in Ramsey and Washington counties.
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 services provided, by facility, including 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 4: 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. Develop plans and 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 the following:
 - Overall program status that includes how many colleges, universities, and large institutions were contacted or provided assistance and the total number remaining to be contacted.
 - A list of the individual colleges, universities, and institutions contacted, types of outreach services provided, how outreach services were received, types of actions and steps taken by them, their reaction and response to outreach services, 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 college, university, or institution personnel, or otherwise identified, to the implementation of SSOM programs and recommended solutions to remove the barriers.

Task 5: Provide technical assistance, consultation and liaison services to Ramsey & Washington County facilities as requested.

The CONTRACTOR will:

Provide technical assistance/consultation to implement organic waste management options at select Ramsey & Washington County facilities.

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.

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: Meetings, Consultation, General Project Management, Communications, and Evaluation of Services

Meetings

The CONTRACTOR will attend in-person and telephone conference meetings on an as-needed basis as directed by PROJECT Joint Staff.

Consultation

The CONTRACTOR will provide consultation and advice on the PROJECT’s outreach and communications program, tools, and methods, when requested. The CONTRACTOR will, when requested, seek feedback from selected generators about various PROJECT tools and will provide the results of that feedback to PROJECT staff.

Project Management

In general, the CONTRACTOR will invoice for project management work under the specific tasks as indicated in the Scope of Services.

The CONTRACTOR may also be requested to coordinate, as needed, with Project and County staff and other consultants under contract with the Project

Communications

The CONTRACTOR will:

- Contact PROJECT and County staff by phone and email to discuss project, as needed
- Perform organizational and administrative duties.
- Email PROJECT and County staff brief, monthly progress reports.

Task 7: Project Evaluation and 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

Evaluation

In late August 2013, the PROJECT Joint Staff and CONTRACTOR will:

- Jointly evaluate the progress made in Tasks 1 through 6 and remaining budget. The majority of the time allotted and primary focus of this contract will be on Task 1, Task 2, and Task 3.
- Make adjustment in priorities of project Tasks and CONTRACTOR services provided, as necessary.

The CONTRACTOR will provide the following reports:

1. A final report summarizing the CONTRACTOR'S impact on organic waste management in Ramsey and Washington County by January 1, 2014.

The Final report is a much higher level presentation and analysis than the quarterly reporting functions described in the specific task sections.

The Final report will summarize and include specific outcomes and accomplishments due to outreach services provided within each targeted sector in 2013. Outcomes and accomplishments achieved during the contract period are of primary importance. Descriptions of previous and future work and accomplishments should be clearly distinct.

EXHIBIT B-2013

Project Fee Schedule

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.

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.

Resolution 2012-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 seven years; and

WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 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 2013, 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 2013 Resource Recovery Project Budget includes \$80,000 identified for these services for 2013. NOW, THEREFORE, BE IT

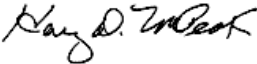
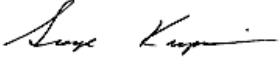

RESOLVED the Executive Committee for the Project hereby approves the amendments to the Agreement with J. L. Taitt & Associates, in an amount not to exceed \$80,000 with a term from January 1, 2013 through December 31, 2013, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

Commissioner Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM E

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION**

COMMITTEE MEETING DATE <u>December 12, 2012</u> DATE SUBMITTED: <u>December 3, 2012</u>	
FROM: <u>Joint Staff Committee</u>	
 <u>DOCUMENT DESCRIPTION:</u> Agreement with Minnesota Waste Wise	
1) Agreement 2) Resolution	
<u>BACKGROUND:</u>	
<p>Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. In 2012 the Project contracted with with Minnesota Waste Wise for consultation and technical assistance with businesses that generate organic waste. The Project with continue to work with Waste Wise again in 2013. In 2013, Waste Wise will continue to provide outreach, technical assistance and consultation to private businesses, working with staff and other</p>	
<u>PROJECT BOARD ACTION REQUESTED:</u>	
<p>The Executive Committee is requested to approve the agreement with Minnesota Waste Wise, in an amount not to exceed \$90,000 with a term from January 1, 2013 to December 31, 2013 and authorize the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.</p>	
<u>FINANCIAL IMPLICATIONS OF ACTION:</u>	
<p>The 2013 approved Resource Recovery Project Budget includes \$90,000 for this agreement.</p>	
<u>ADMINISTRATIVE COMMENTS:</u>	
<u>REVIEWED BY:</u>	
 _____ Ramsey County Attorney	<u>12.3.12</u> Date
 _____ Washington County Attorney	<u>12.3.12</u> Date
	 _____ Ramsey Co. Finance Dept.
	<u>12.3.12</u> 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, 2013 through December 31, 2013.

4. Cost/Payment

a. The Project will pay the Contractor at an hourly rate of \$60, up to a maximum not-to-exceed sum of \$90,000.00, inclusive of expenses. The maximum not-to-exceed payment from the Project includes all applicable Minnesota sales and use taxes.

b. 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 Ramsey County). Under no circumstances will the County reimburse the Contractor for expenses for which the County 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 County, the Contractor will provide additional documentation for any items listed in the invoices.”

- c. 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.
- 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 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 The 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. 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

By: _____ Date _____
Project Board Chair

Approved as to Form and Insurance:

Ray D. Webb

By: _____ Date 12.3.12
Ramsey Assistant County Attorney

Approved as to Form:

Steve Kuyper

By: _____ Date 12.3.12
Washington Assistant County Attorney

Recommended By:

Stacy L. Hender

By: _____ Date 12.3.12
Lead Member, Joint Staff Committee

Minnesota Waste Wise Foundation

By: *Joe Curran* _____ Date 12/6/2012

Print name: Joe Curran

Title: Executive Director

EXHIBIT A

2013 SCOPE OF SERVICES

On behalf of the Ramsey/Washington County Resource Recovery Project (the 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 services 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 recovery opportunities by commercial generators of organic waste;
- Increased organics recovery and recycling by commercial solid waste generators;
- 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 print and electronic tools for businesses.

At the request of Project, the Contractor shall assist in developing print and electronic tools for businesses 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 businesses and financial tipping points for various types of businesses, to better understand the decision making process of businesses 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, including the Project's *BizRecycling* website.

- E. 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 located in Ramsey and Washington Counties.

The Project staff will define targeted sectors of the business community 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:

- A. Based on the priority lists, develop a general work plan and timeline to provide outreach services to businesses.
- B. Provide outreach services focused on engaging businesses and raising awareness of waste reduction, organics collection, and recycling options.
- C. Provide technical assistance to guide businesses in their decision-making processes on cost-effective waste management service strategies, waste reduction, organics collection, and recycling using the Contractor's protocols and information provided by the Project.
- D. Work directly with businesses to provide direct consulting services 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.
- E. Serve as a liaison for businesses with haulers and other service providers to facilitate the implementation of organics and recycling collection systems and cost effective waste management practices.
- F. Promote the work on behalf of the Project.
- G. Troubleshoot and problem solve as needed, by supporting a team effort among all stakeholders.
- H. Coordinate, as needed, with the 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 80 businesses during the term of the agreement.

Task 3: Identify successful implementation of waste management changes in ways that can be shared with others.

The Contractor will:

- A. Prepare at least seven (7) success story vignettes that identify the business and the waste management changes made to move waste further up the hierarchy, as well as financial and other impacts on business operations.
- B. Identify at least three (3) businesses willing to serve as sources for detailed case studies, and provide necessary information for Project staff to develop written case studies.

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 4: 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 contacted through outreach efforts, and the number provided assistance.
- B. For each business provided assistance, track and document business 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 business itself.
- C. Track the nature of assistance provided in waste reduction, organics collection, recycling and other waste management practices provided to each business, and describe the level of interest of each business 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 businesses 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 business's barriers to implementation of waste reduction, organics collection, recycling and other recommended waste management practices.
- F. Within contract time limits, follow-up with businesses after 2 to 6 months after presentation of recommendations, and track on-going waste management behavior changes in the business. Document changes implemented and whether they persist, and if changes were not implemented, why not.
- 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 engaged, types

of services provided, and waste management opportunities identified, and a listing of businesses receiving services. 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.
- I. At the end of the contract year, assess general trends, issues, and opportunities in waste management affecting businesses 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, and conclusions and recommendations to address topics described in I above.

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.

Resolution 2012-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 seven years; and

WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 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 2013 Resource Recovery Project Budget has funding in the amount of \$90,000 specified for an agreement with Minnesota Waste Wise 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 in an amount not to exceed \$90,000 with a term from January 1, 2013 through December 31, 2013 and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

Commissioner Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM F

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

COMMITTEE MEETING DATE: December 12, 2012 DATE SUBMITTED: December 3, 2012

FROM: Joint Staff Committee

DOCUMENT DESCRIPTION: **Agreement with the Minnesota Technical Assistance Program (MnTAP)**
1) Agreement
2) Resolution

BACKGROUND:

During 2012 the Project contracted with Minnesota Waste Wise for research and consulting services related to organic waste management, including work on organic waste and recycling consultation and technical assistance services. Staff have worked with MnTAP to develop a scope of services for additional consultation and technical assistance in 2013, building on 2012 efforts. A contract has been developed with the University of Minnesota.

PROJECT BOARD ACTION REQUESTED:

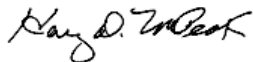
The Executive Committee is requested to approve the agreement with the Minnesota Technical Assistance Program, in an amount not to exceed \$80,000 with a term from January 1, 2013 to December 31, 2013 and authorize the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

FINANCIAL IMPLICATIONS OF ACTION:

The 2013 approved Resource Recovery Project Budget includes \$80,000 for this agreement.

ADMINISTRATIVE COMMENTS:

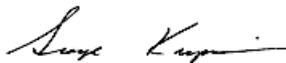
REVIEWED BY:



12.3.12

Ramsey County Attorney

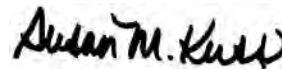
Date



12.3.12

Washington County Attorney

Date



12.3.12

Ramsey Co Finance Dept

Date

Agreement Between Ramsey/Washington County Resource Recovery Project and University of Minnesota, Minnesota Technical Assistance Program (MnTAP)

This is an Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and University of Minnesota, Minnesota Technical Assistance Program, 200 Oak Street, SE, Suite 350, Minneapolis, MN 55455-2008 (“Contractor”) for the provision of technical assistance, research, liaison services and active marketing and outreach services to 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

See Exhibit 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, 2013 through December 31, 2013.

4. Cost/Payment

a. The Project will pay the Contractor: \$50/hour for professional staff services; and travel expenses up to \$2,500, up to a maximum not-to-exceed sum of \$80,000.00, inclusive of expenses and applicable taxes.

b. Reimbursement of expenses, if included, will be made consistent with Project policies. Reimbursable Expenses includes mileage driven by the MnTAP staff member. Mileage will be reimbursed at the University of Minnesota rate of \$0.55/mile.

c. 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 and verification of the charges, provided that at no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

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 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

Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The Project's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466, and other applicable law.

7. Insurance

- a. The Contractor shall purchase and maintain insurance or self insurance, to pay claims which may arise out of, or result directly 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, all as noted below.
- b. Commercial General Liability Insurance (including professional, products/completed operations, personal injury and advertising liability)
 - b.1.0 \$ 1,000,000 per claim
\$ 1,500,000 per occurrence
\$ 2,000,000 annual aggregate
 - b.1.1 The 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.
- c. Automobile Insurance
 - c.1.0 Coverage shall be provided for hired, non-owned and owned auto.
 - c.1.1 Minimum limits: \$500,000 combined single limit.
- d. Workers' Compensation and Employer's Liability
 - d.1 Workers' Compensation as required by Minnesota Statutes
 - d.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000

- d.3.0 Certificates of Insurance will be issued at the request of the Project and must indicate if the policy is issued on a claims-made or occurrence basis.
 - d.3.1. 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.3.2 Certificate of Insurance must agree with 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.
 - d.3.3 Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier.
- e. The above sub-paragraphs establish minimum insurance requirements. It is the sole responsibility of the Contractor to purchase and maintain insurance that may be necessary in connection with this Agreement.
- f. Nothing in this Agreement shall constitute a waiver by the Project of any statutory or common law immunities, limits, or exceptions on liability.

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.

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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.

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a. With Cause

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practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

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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. 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.

23. Entire Agreement

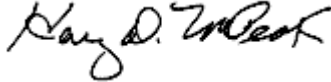
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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

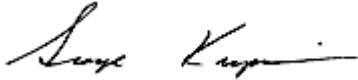
By: _____ Date
Project Board Chair

Approved as to Form and Insurance:



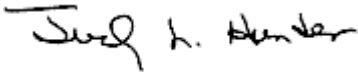
By: _____ Date
Ramsey Assistant County Attorney 12.3.12

Approved as to Form:



By: _____ Date
Washington Assistant County Attorney 12.3.12

Recommended By:



By: _____ Date
Lead Member, Joint Staff Committee 12.3.12

Regents of the University of Minnesota

By:  _____ Date
12/5/12

Print name: _____
David Hagen
Associate Director

Title: _____

Office of Sponsored Projects Administration
University of Minnesota
450 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2070

EXHIBIT A
AGREEMENT BETWEEN
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT BOARD
(“PROJECT”) and
MINNESOTA TECHNOLOGY ASSISTANCE PROGRAM (“MnTAP”)

2013 SCOPE OF SERVICES

This Scope of Services describes the work that Minnesota Technical Assistance Program (MnTAP) will perform. MnTAP is an outreach and assistance program that helps Minnesota’s businesses develop and implement industry-tailored solutions that prevent pollution at the source, maximize efficient use of resources, and reduce energy use and costs to improve public health and the environment. MnTAP, at the University of Minnesota, has been providing services for over 25 years including site visits, student interns, web resources, and a materials exchange program.

Purpose: Through this project, MnTAP will focus on implementing organic waste best management practices with food processing companies and as identified institutional and other organic waste generators within Ramsey and Washington Counties. MnTAP will apply the strategies developed in the project completed in 2012 to assist food processing companies with site specific organic waste management practices that reduce waste going to landfill. Through this work the Project will be able to provide direct assistance to food processing, institutional, and other businesses in their region to motivate the changeover from landfill to beneficial reuse of organic waste streams. To support this work MnTAP will create a one year position for a new staff member with experience in solid/organic waste management. Creation of this position will allow for focused attention to the needs of the businesses in order to engage business support in the effort, maximize implementation of organic waste diversion, and increase the probability of sustaining the program.

Objective: Implement organic waste reduction for up to five food processing companies in Ramsey and Washington Counties, selected institutional organic waste generators identified, and other generators, by utilizing the template for food waste and organics management developed for the Counties in 2012.

Project Tasks

Task 1 - Engage food processing companies, institutional, and other organic waste generators within Ramsey and Washington Counties in the program.

MnTAP staff will work with staff supported by Ramsey and Washington Counties to target select commercial food processing companies for the onsite organic waste management implementation effort. This outreach can be in the form of outreach calls, meetings, and presentation events to promote options and advantages of organic waste management for the businesses. MnTAP will develop outreach materials and marketing strategy to highlight successful implementation. Similar outreach will be conducted for selected institutional and other organic waste generators as opportunity arises.

Deliverables:

1. Engage food processing companies and other organics generators within Ramsey and Washington counties in the program.
2. Outreach materials and marketing strategies that highlight successful implementation of organic waste management.

Task 2 - Develop site specific organic waste management strategies for at least five companies or organizations.

The objective in this task will be to assess the organic waste needs and define the desired objectives for organics waste management at each facility. This effort will require assessments of the current organic waste management scenarios and comparison with new strategies for organics beneficial reuse. This task may require discussions with internal and external stakeholders including site management, line workers, and organics waste haulers and facilities. At the end of this task the companies will be positioned to move into the implementation phase with an organic waste management plan customized to the business.

Deliverables:

1. Assess organic waste needs and desired objectives for each facility.
2. Discussions with internal and external stakeholders
3. Develop site specific organic waste management plan with strategies for at least five companies.

Task 3 - Provide targeted technical assistance to facilitate implementation of the Task 2 strategies.

MnTAP will coordinate the implementation of the organic waste management plans at each facility that agrees to move forward with the program. The program will include in-depth assistance to the individual businesses to provide assessments, training, and follow-up for business participants. The primary objective will be to facilitate adoption and follow through with the food waste and organics management plan. MnTAP staff will be responsible to work with individual businesses to assist in the implementation of food waste and organics management practices. MnTAP will develop assessment procedures, tracking mechanisms, training and other materials as needed to assist the business owners in adopting recommended practices.

Deliverables:

1. Provide targeted technical assistance to facilitate implementation of the Task 2 plans and strategies at each food processing business or institutional generator.
2. Development of assessment procedures, tracking mechanisms, training and other materials.

Task 4 - Provide a custom report to each participating food processing facility or organization.

Once the implementation of organic waste management has been completed, MnTAP will summarize the recommendations, implementation strategies, and impact of the projects, in writing, for each participating business. This will provide the business with all the needed information on how the program operates. This will be important for future staff training as well as for future negotiations with waste haulers.

With permission from the companies, MnTAP will share the results of this project beyond Ramsey and Washington Counties through publication of articles in the print and online *Source* newsletters, and on the MnTAP Web site (www.mntap.umn.edu) as well as selected event presentations. MnTAP will help to the Project to prepare “success stories” or case studies for the Project’s web site.

Final documentation of the project will be conducted over the last months of the project period. A report summarizing the overall impact of the program will be provided to Ramsey the Project as evidence of successful project implementation. MnTAP staff will follow up with the companies periodically over the course of two years to determine how many of the recommendations were implemented and what ultimate savings were realized.

Deliverables:

1. Provide a custom report to each participating food processing facility or other organization summarizing the recommendations, implementation strategies, and impact of the projects.
2. Provide the Project with a written summary report for each facility that adequately summarizes the results without compromising client confidentiality.
3. Provide a written report summarizing the overall results of the project for the Project.

Resolution 2012-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 seven years; and

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

WHEREAS, the Minnesota Technical Assistance Program (MnTAP) provided services to the Project in 2012 for research, consultation and technical assistance on organic waste management, and based on the success of that work the Project would like to continue to work with MnTAP on organic waste management; 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 2013 Resource Recovery Project Budget has approved funding for an agreement with MnTAP in the amount of \$80,000. NOW, THEREFORE, BE IT

RESOLVED the Executive Committee for the Project hereby approves the Agreement with the Minnesota Technical Assistance Program (MnTAP) in an amount not to exceed \$80,000 with a term from January 1, 2013 through December 31, 2013 and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

AGENDA ITEM G

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

COMMITTEE MEETING DATE: December 12, 2012 DATE SUBMITTED: December 3, 2012
FROM: Joint Staff Committee

DOCUMENT DESCRIPTION: **Amendment to Agreement with Risdall Marketing Group**
1) Amendment to Agreement
2) Resolution

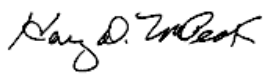
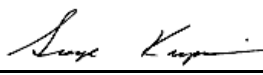
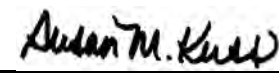
BACKGROUND:
Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. In 2012 the Project contracted with Risdall Marketing Group for development of a web site, now called BizRecycling, aimed at assisting non-residential waste generators with recycling and organic waste management. The new web site will launch in late 2012, and during 2013 the site will be expanded to include more recycling information and more tools for organic waste management. Risdall Marketing Group will assist in that effort. In addition, Risdall will also assist the Project in developing a marketing plan for recycling and organic waste businesses and institutions.

PROJECT BOARD ACTION REQUESTED:
The Executive Committee is requested to approve an amendment to the Agreement with Risdall Marketing Group, in an amount not to exceed \$60,000, with a term of January 1, 2013 through December 31, 2013.

FINANCIAL IMPLICATIONS OF ACTION:
The 2013 approved Resource Recovery Project Budget has \$60,000 available for this agreement.

ADMINISTRATIVE COMMENTS:

REVIEWED BY:

	<u>12.3.12</u>		
Ramsey County Attorney	Date		
	<u>12.3.12</u>		<u>12.3.12</u>
Washington County Attorney	Date	Ramsey Co. Finance Dept.	Date

**Amendment #1 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.

2. SECTION 3. Time

The Term of this Agreement is extended to December 31, 2013.

3. SECTION 4. Payment and Reporting

Subpart 4. A. is amended to read “In no event will payment to the Contractor pursuant to this Agreement for the period of January 1, 2013 through December 31, 2013 exceed \$60,000, 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-2013

RISDALL MARKETING GROUP

2013 SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

This SCOPE assumes that a 2013 planning meeting will have occurred in 2012, which defines the areas of work for the BizRecycling Website and marketing work.

BizRecycling Website

1. Evaluation Meeting with Staff and Project Consultants (Early January)
 - Meet with Project staff and consultants to
 - Confirm website goals for 2013
 - Get input on initial website design and content
 - Gather specific ideas for web content in 2013
 - Define mechanisms for on-going feedback from Project staff, consultants and businesses as website is further developed
2. Follow-up on 2012 Work on Search Engine Optimization (January/February)
 - Implementation (ongoing)
3. Phase Two Web Development Efforts
 - Further develop the website to (January – March)
 - Expand pages to include non-residential recycling information
 - Work with Project Staff to identify and develop additional tools that will add value to the site, including
 - Online calculators
 - Banner and content updates
 - Video additions or creation of intro/outro for videos
 - Mapping features
 - Work with Project Staff to identify the optimal social media strategy for non-residential organics and recycling generators (April – June)
 - Work with Project Staff and Consultants to identify the social media strategy (-ies) are most likely to fit the target audiences
 - Develop the social media element of the web page, and create graphics for the identified social media strategy (-ies)
 - Mobile site development (July)
 - Assure that the website is optimized for viewing on mobile devices
4. Staff training on how to import and manipulate content (First Quarter)
5. Consulting and project management (Ongoing)

Non-Residential Organic Waste and Recycling Marketing Campaign Plan

1. By the end of March, assist the Project in the development of a marketing campaign plan to various audiences in the county for non-residential organic waste management and recycling. Develop the marketing plan in consultation with Project staff and consultants. The marketing plan should address:
 - a. Audience identification and analysis
 - b. Outlining of key messages to each audience
 - c. Determination of the tools appropriate to carry messages to various audiences
 - d. Evaluation methods to determine the efficacy of the marketing effort
2. Collaborate with the Project's graphic design consultant and staff in development of tools to implement the marketing plan (Ongoing)
3. Consulting and project management

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

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _____
Dennis Hegberg
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

Second Harvest Heartland

By: _____
Ted Risdall, President
Risdall Marketing Group

_____ Date

Resolution 2012- 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 six years; and

Whereas, The Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 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 2013, 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 2013 approved Resource Recovery Project Budget has \$60,000 identified for these services for 2013. NOW, THEREFORE, BE IT

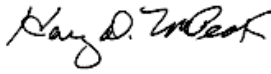
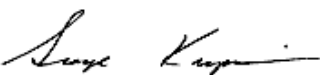
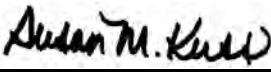
Resolved, The Executive Committee authorizes the Chair of the Project Board to execute an amendment to the Agreement with Risdall Marketing Group with a term of January 1, 2013 through December 31, 2013, at a cost not to exceed \$60,000.

Commissioner Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM H

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR EXECUTIVE COMMITTEE ACTION

COMMITTEE MEETING DATE: <u>December 12, 2012</u> DATE SUBMITTED: <u>December 3, 2012</u>	
FROM: <u>Joint Staff Committee</u>	
<u>DOCUMENT DESCRIPTION:</u>	Agreement with Lure Design, LLC 1) Agreement 2) Resolution
<u>BACKGROUND:</u> Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. That included a range of consulting services and development of a web site. During 2013 the Project will be producing a variety of materials for non-residential organic waste management and recycling, both hard copy and electronic, related to its outreach efforts for residential and non-residential waste generators. Funds are budgeted for graphic design services to provide a consistent and quality look to the Projects efforts. Procurement of a vendor was coordinated with Ramsey County, and through a competitive selection process the firm Lure Design, LLC was selected.	
<u>PROJECT BOARD ACTION REQUESTED:</u> The Executive Committee is requested to approve an Agreement with Lure Design in an amount not to exceed \$20,000, with a term of January 1, 2013 through December 31, 2013, and to authorize the Chair to execute the Agreement.	
<u>FINANCIAL IMPLICATIONS OF ACTION:</u> The 2013 approved Resource Recovery Project Budget has \$20,000 available for this agreement.	
<u>ADMINISTRATIVE COMMENTS:</u>	
<u>REVIEWED BY:</u>	
	12.3.12
Ramsey County Attorney	Date
	12.3.12
Washington County Attorney	Date
	12.3.12
Ramsey Co. Finance Dept.	Date

Agreement

This is an agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and Lure Design, LLC, 1500 Jackson Street NE #355, Minneapolis, MN 55413 (“Contractor”).

In consideration of the mutual terms and conditions set out below, the Project and the Contractor agree as follows:

1. Scope of Services

The Contractor shall:

- a. Review work plan, priorities and timelines developed by Project staff. Work with Project staff to revise as necessary.
- b. Collaborate with Risdall Marketing Group and Project staff in development of tools to implement the marketing plan, and assure a consistent look with the BizRecycling website (Ongoing).
- c. Develop design criteria for the Project:
 - Develop new design templates for the Project’s outreach activities, and include color scheme, communication style, images, layout and fonts.
 - Design educational materials used to promote the Project’s programs to residents, businesses and institutions.
 - Design educational materials used to promote the Project’s programs to people who speak various languages.
 - PC compatible fonts owned by the Project will be used. The Project will provide the list of fonts. Other font styles are subject to review and approval by staff and confirmation of availability to staff prior to use in any designs.
 - Use stock or original photos supplied by the Consultant. All original photos used will become property of the Project. The photos will be supplied to the Project in the format compatible with Adobe Creative Suite 4 and 5 and also as a high resolution jpg.
 - Take print-quality photographs, either in the field or in studio, to use in designs. All photos used will become property of the Project. The photos will be supplied to the Project in the format compatible with Adobe Creative Suite 4 and 5 and also as a high resolution.jpg.
 - Develop environmentally preferable final products. For example, work with River Print, or other appropriate print vendors, to design materials that, when printed, use agri-based inks, recycled paper with post-consumer content, and minimize the amount of paper used.
- d. For each work project, whether printed or electronic the Consultant will:
 - Communicate with Project staff and Risdall as necessary.
 - Present up to three concept designs to be reviewed by Project staff.

- Prepare and deliver one final, production-ready design.
- Supply a packaged file for each educational piece that contains a print-ready pdf, web pdf, original files (compatible with Adobe Creative Suite 4 and 5), photographs, logos, fonts and links.
- For work projects that result in printed materials, the Consultant will:
 - Coordinate pre-press work with River Print, or appropriate printer, including assisting staff in drafting printing specifications.
 - Complete page set-up and file work.
 - Send draft products/proofs electronically when appropriate.
 - Review dylux or other proof supplied by printer. Conduct press checks as needed.
 - Submit final file for approval by Project staff.
 - Supply final file work to the printer in appropriate electronic file.
 - Supply Project staff with a final production-ready electronic file for each piece in Adobe Creative Suite 4 and 5 in a readily usable and revisable format.

The Project will provide:

- a. Staff to provide design content/copy and answer questions throughout the course of the projects.
- b. A work plan for all projects, including priorities and timelines, as well as review and revision, as necessary.
- c. Staff who will review archived photos prior to Consultant providing photos and images.

2. Term

- a. The initial term of this Agreement is the one-year period from 1/1/13 through 12/31/13. The Project and the Contractor may extend the term of the Agreement for up to one 1-year renewal (“Renewal Term”) by written amendment to this Agreement.
- b. Services will be delivered during the term of the Agreement and any renewal as requested by the Project. The Contractor’s schedule shall be as determined by mutual agreement of the Project and the Contractor.

3. Schedule

The Contractor shall provide services as provide services as and if requested by the Project, it being understood that the Project might not purchase any services under this agreement.

4. Cost/Payment

- a. The Project shall pay the Contractor, for satisfactory performance of services products, at the rate of \$65 per hour, plus expenses approved in advance by the Project, up to a maximum not to exceed payment of \$20,000 during any one-year period during the term of this Agreement.

- b. The Project will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement. Each invoice shall have attached to it receipts or a mileage calculation for expenses for which the Contractor is seeking reimbursement.
- c. The fixed fee or maximum not to exceed payment from the Project includes all applicable Minnesota sales and use taxes.
- d. Payment shall be made according to the following terms: The Contractor shall submit an invoice to the Project as services are provided and upon completion of deliverable products. Each invoice will include a description of the work performed, hourly labor costs, itemized expenses, and how much of the total project budget has been expended to date. Upon request by the Project, the Contractor will provide additional documentation for any items listed in the invoices. Unless otherwise stated, payment shall be made within 35 days following the receipt of an invoice and verification of the charges, provided that at no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the Project.
- e. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5. Independent Contractor

It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the Contractor to the Project is that of an independent contractor and not that of employee and that the Contractor shall be entitled to none of the rights, privileges or benefits of Project employees.

6. Indemnification

The Contractor shall defend, indemnify, and hold harmless the Project, its officials and employees from damages, losses or injuries resulting directly or indirectly from the Contractor's acts or omissions while performing the services described in this Agreement.

7. Insurance

- a. It is the responsibility of the Contractor to purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from operations and services of the Contractor under the terms of this Agreement.
- b. The Contractor shall purchase and maintain the following coverages:
 - 1) Workers' Compensation as required by Minnesota Statutes.

Declination of Workers' Compensation coverage: In accordance with Minnesota law, the Contractor is not required to carry Workers'

Compensation Insurance and the Contractor elects not to purchase the coverage.

(Contractor to sign and date if applicable)

Date

- c. Coverage shall remain in effect throughout the term of this Agreement.
- d. The Contractor shall not commence work until the Project has executed this Agreement.
- e. Nothing in this Agreement shall constitute a waiver by the Project of any statutory or common law immunities, limits, or exceptions on liability.

8. Termination

The Project may terminate this Agreement immediately upon written notice to the Contractor at the address set forth above. In the event of termination, the Contractor will be paid by the Project for all services provided in a satisfactory and timely manner up to the date of termination.

9. Audit

Until the expiration of six 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 source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

10. Data Practices and Privacy

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, including HIPAA regulations, on data privacy.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which Project data is contained or which are used to access Project data in the course of providing services under this Agreement. Access to Project data shall be limited to those persons with a need to know for the provision of services by the Contractor. At the conclusion of the Project (with the exception of Project Client services), all Project data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the Project written verification that the data has been purged.

11. 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 Board. 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 Project Board. 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.

12. Subcontracting/Non-Assignability

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

13. 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.

14. 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.

15. 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.

16. 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.

17. Ownership of Work Product

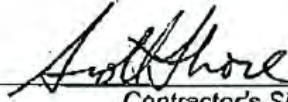
- a. The Contractor agrees that all right, title, and interest in all material that Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of the Project and are by this Agreement assigned to the Project along with ownership of any and all copyrights in the material.
- b. Where applicable, works of authorship created by Contractor for the Project in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of the Project, execute all papers and perform all other acts necessary to assist the Project to obtain and register copyrights on such material.
- c. The Contractor warrants that any materials or products provided or produced by it in the performance of this Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. Contractor will defend, indemnify, and hold the Project harmless from any such third party claims.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**RAMSEY/WASHINGTON COUNTY
RESOURCE RECOVERY PROJECT**

LURE DESIGN, LLC



Contractor's Signature

Project Board Chair

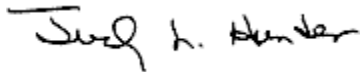
Print Name: Scott Shore

Date: _____

Title: owner / designer

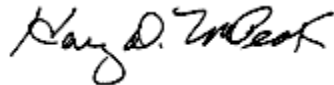
Approval recommended

Date: 12/5/12



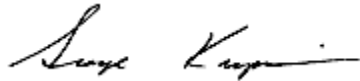
Lead Member, Joint Staff Committee

Approved as to Form and Insurance



Harry D. McPeak, Ramsey Assistant
County Attorney

Approved as to Form



Washington Assistant County Attorney

Resolution 2012- 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 six years; and

Whereas, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 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 2013, 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 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 2013 approved Resource Recovery Project Budget has \$20,000 identified for these services for 2013. NOW, THEREFORE, BE IT

Resolved, the Executive Committee authorizes the Chair of the Project Board to execute an Agreement with Lure Design, LLC with a term of January 1, 2013 through December 31, 2013, at a cost not to exceed \$20,000.

Commissioner Dennis Hegberg, Chair

December 12, 2012

AGENDA ITEM I

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

BOARD MEETING DATE: December 12, 2012 DATE SUBMITTED: December 3, 2012

FROM: Joint Staff Committee

DOCUMENT DESCRIPTION: **Amendment to Agreement with Second Harvest Heartland and Food Rescue**
1) Amendment to Agreement
2) Resolution

BACKGROUND:

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 - 2012. The 2013 budget includes funding to continue this program. The attached amendment continues funding at the same funding levels as 2012. The per pound rate is unchanged from 2012.

PROJECT BOARD ACTION REQUESTED:

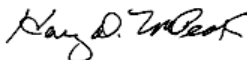
Approve an agreement with Second Harvest Heartland for food rescue services, with a term of January 1, 2013 through December 31, 2013, at a cost not to exceed \$40,000, and authorize the Chair to execute the agreement upon approval as to form by the County Attorney.

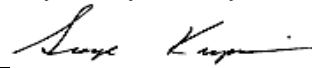
FINANCIAL IMPLICATIONS OF ACTION:

The approved 2013 Project budget includes \$40,000 for this agreement in 2013.

ADMINISTRATIVE COMMENTS:

REVIEWED BY:

 12.3.12
Ramsey County Attorney Date

 12.3.12
Washington County Attorney Date

 12.3.12
Ramsey Co. Finance Dept. Date

**Amendment #2 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, 2013.

2. SECTION 3. Payment and Reporting

Subpart 3.A. is amended by the addition of the following: "The total cost of services during the term of this Agreement will not exceed \$40,000 during 2013."

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 2013	May 1, 2013
April, May, June 2013	August 1, 2013
July, August, September 2013	November 1, 2013
October, November, December 2013	February 1, 2014

3. 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: _____
Dennis Hegberg
Project Board Chair
Date

Approved as to Form and Insurance:

Ray D. Beck

By: _____
Ray D. Beck
Ramsay Assistant County Attorney
12.3.12
Date

Approved as to Form:

Steve Kuper

By: _____
Steve Kuper
Washington Assistant County Attorney
12.3.12
Date

Recommended By:

Steve L. Hender

By: _____
Steve L. Hender
Lead Member, Joint Staff Committee
12.3.12
Date

Second Harvest Heartland

By: *James H. Gould*
~~Robert G. Chatmas~~
~~Chief Operating Officer~~
James H. Gould
Chief Financial Officer
12/6/12
Date

RESOLUTION-2012-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 seven years; and

Whereas, The Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 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 2008-2012 with SHH for the purpose of conducting food rescue; and

WHEREAS, The approved 2013 Resource Recovery Project Budget includes \$40,000 for a service agreement for food rescue services with SHH for 2013; 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, 2013 through December 31, 2013, 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 Dennis Hegberg, Chair

Date