

**JOINT POWERS AGREEMENT BETWEEN
RAMSEY COUNTY AND CITY OF SAINT ANTHONY
FOR USE OF YARD WASTE MANAGEMENT SITES
USING THE CITY'S ALLOCATION OF SCORE FUNDS**

This Agreement is entered into pursuant to Minnesota Statutes Section 471.59 between Ramsey County (the "County"), a political subdivision of the State of Minnesota, and the City of Saint Anthony (the "City"), a political subdivision of the State of Minnesota.

1. COUNTY OBLIGATIONS

- a. The County shall allow all residents of the City, regardless of county of residence, to use County yard waste and organic waste recycling sites at the same level of service that the sites are available to County residents.
- b. The County will provide the City with information about site services, hours and dates of operation, and site rules, for use by the City in promoting the sites.
- c. The County will apply SCORE funds previously available to the City for other eligible uses directly to the yard waste program for the use of the sites by residents as described in 1.a.
- d. The County will work with the City to cooperatively promote waste management programs.

2. CITY OBLIGATIONS

- a. The City will forgo its annual allocation of Ramsey County SCORE funds in order to assure yard waste and organic waste recycling services for those City residents that do not reside in the County.
- b. Pursuant to the Ramsey County Solid Waste Management Plan, the City has a number of obligations related to SCORE related activities, that it shall perform, as outlined below:

i. Collection

1. The Municipality shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all multi-unit dwellings and manufactured home parks.
2. The Municipality shall provide recycling for at least the following materials at curbside and multi-unit dwelling properties:
 - a. Paper;
 - b. Cardboard;
 - c. Glass bottles;
 - d. Metal cans;
 - e. Plastic beverages and food containers; and
 - f. Organics when present.
3. Ensure the collection of textiles for recycling is available.
4. The Municipality shall add additional recyclable materials as reliable markets become available.

5. The Municipality shall maintain a long-term funding mechanism for its residential recycling programs.

ii. Recycling Performance Work Plan

During 2025, the Municipality shall implement the strategies on the Recycling Performance Work Plan, specific to the Municipality, attached as Exhibit 1, to measure its progress towards achieving recycling goals. Work plans may be updated if agreed to by both parties in writing.

iii. Program and Performance Reports

1. The Municipality shall submit a report to the County through ReTRAC, the County's recycling and solid waste data management tool, by February 15. The report is to include information on recycling at all residential units, including multi-unit dwellings and manufactured home parks, even if the Municipality does not provide collection services to those units. The Municipality is responsible for providing complete and accurate information for all applicable screens in the ReTRAC database.
2. The Municipality shall submit a midyear status report through the ReTRAC database.

iv. Evaluation

The City will work with the County to evaluate use of the yard waste and organic waste recycling sites by City residents and determine whether to renew this agreement and, if to be renewed, the appropriate terms and conditions for that renewal.

3. TERM

The term of this agreement shall be from January 1, 2025, through December 31, 2029, the date of signatures notwithstanding.

4. TERMINATION

- a. **FOR CAUSE:** In the event that the City fails to comply with the terms of this Agreement, or any statutory requirement, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate the Agreement for cause, the County shall submit a written notice to the City specifying reasons for termination and the date upon which the termination becomes effective.
- b. **WITHOUT CAUSE:** This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.

- c. **OTHER EVENTS:** In the event that the County's authority to provide services contemplated in this agreement is affected by amendments to Minnesota Statutes or by other means, this Agreement shall be immediately terminated.

5. GENERAL CONDITIONS

- a. **Hold Harmless** The City and County agree to defend, and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorney's fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or relation to any of the work or services provided by the party under the terms of this agreement. Nothing in this agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.
- b. **Data Practices** All data collected, created, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable State statute, any State rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy. The Municipality agrees to abide by these statutes, rules, and regulations.
- c. **Access to Documents** All books, records, documents, and accounting procedures and practices of the Municipality and its (sub)contractor(s), if any, relative to this Agreement are subject to examination by the County and the State Auditor, as appropriate, in accordance with the provisions of Minnesota Statutes §16C.05, Subd. 5.
- d. **Equal Employment Opportunity** The City and County agree 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, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

RAMSEY COUNTY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners
Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney
Date: _____

CITY OF SAINT ANTHONY

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit 1

Recycling Performance Work Plan

Minimum Requirements

1. Complete all SCORE requirements, including reporting on time and submitting a mid-year status report along with a final narrative report.
2. Provide outreach to all residents about the municipality's recycling program and submit copies of materials to Ramsey County.
3. Use Ramsey County materials and information when and where appropriate to promote increased recycling, reuse, and repair (e.g., Fix-it Clinics), medicine collection, household hazardous waste, organic waste and yard waste participation.
 - a. Send materials to Ramsey County for review prior to distribution.
 - b. Include county contact information on materials:
 - i. 24/7 Recycling & Disposal Hotline: 651-633-EASY (3279)
 - ii. RamseyRecycles.com
 - c. Provide links to the Ramsey County web pages on municipality website.
4. Regularly update recycling content on the municipality's website.
5. Promote BizRecycling resources to businesses and Multi-unit Recycling.
6. Use hauler data to identify those not recycling and target educational materials.
7. Ensure all multi-unit properties are meeting State law requirements to recycle and are receiving free Ramsey County resources.
8. Increase opportunities for recycling in public spaces.
 - a. All recycling bins must be paired with a trash bin and in good condition.
 - b. Labels must be readable.
 - c. Promote Ramsey County's event container lending program and green event planning tips.
 - d.
9. Enforce recycling contracts, including the assessment of penalties for non-compliance.
 - a. Audit reporting by obtaining hauler weight tickets.
 - b. Have labels replaced if not readable.
10. Work with Ramsey County to educate and move toward Food Scraps Pick up Program for all residents.
11. Attend County Recycling Coordinator meetings and attend a yearly composition study.

Additional Incentive Activities Approved improve recycling, reuse, repair, reduce and rot.