

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Joint Powers Agreement (“Agreement”) is made and entered into and effective as of this ____ day of _____, 2024, between the County of Ramsey, a political subdivision of the State of Minnesota (“County”), and the City of Arden Hills, a Minnesota municipal corporation (“City”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, the County requires each municipality to be responsible for developing a long- term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its residential recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

I. CITY OBLIGATIONS

- A. The City shall comply with all requirements as laid out in the 2025 SCORE grant agreement and all forthcoming SCORE grant agreements through the duration of this Agreement.
- B. The City shall comply with Minnesota Statutes §§ 115A.46 and 115A.471 when arranging for the management of mixed municipal solid waste (“MSW”), including MSW from City-owned, operated or leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.
- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled

product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County's Solid Waste Management Plan and approved by Saint Paul – Ramsey County Public Health ("Department"). Administrative costs associated with the City's solid waste and recycling program are eligible, but must first be approved by the Department. The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County's Solid Waste Management Plan and approved by the Department.

- D. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for the City's residential recycling program are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City's residential recycling program. The County's actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department's direct overhead costs attributable to providing the recycling services. The City shall pay the County within thirty (30) days of receipt of the County's invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City's recycling charge on the property owners' tax statements, and shall label the charge as "Recycling."

III. TERM

The Term of this Agreement is January 1, 2025 through December 31, 2029.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this

Agreement, or any statutory requirements, 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 this Agreement for cause, the County shall submit written notice to the City, at least 90 days before termination, specifying the 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 of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' 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 with 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.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party 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, 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.

VIII. DATA PRACTICES

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

Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

The parties agree to abide strictly by these statutes, rules and regulations.

IX. MISCELLANEOUS PROVISIONS.

- A. **MODIFICATION.** Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved and signed by the Parties.
- B. **ASSIGNMENT.** Neither the County nor City may assign or transfer any rights, duties, interests, or obligations under this Agreement without the prior written consent of the other party.
- C. **CHOICE OF LAWS.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Ramsey County, Minnesota.
- D. **MERGER.** This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- F. **WAIVER.** If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- G. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the Parties, nor shall either of the Parties be considered or deemed to be

an agent, representative or employee of the other party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall no be considered employees of the other party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

H. INTERPRETATION AND CONSTRUCTION. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF ARDEN HILLS

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

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

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

Approved as to form and insurance:

Caitlin Mohamed

Assistant County Attorney
Date: November 7, 2024