

## **JOINT POWERS AGREEMENT FOR RECYCLING FUNDING**

This Agreement is between the County of Ramsey, (“County”), and the City of Lauderdale (“City”).

### **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 (“the

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 Saint Paul – Ramsey County Public Health.

- 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 recycling service are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City’s recycling service charge. 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 these 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 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.

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

**RAMSEY COUNTY**

**CITY OF LAUDERDALE**

\_\_\_\_\_  
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 Mohammed*  
\_\_\_\_\_  
Assistant County Attorney  
Date: November 7, 2024

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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:

\_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

**CITY OF LAUDERDALE**

*Mary Gaasch*  
\_\_\_\_\_  
Mary Gaasch, Mayor

*Heather Butkowski*  
\_\_\_\_\_  
Heather Butkowski, City Administrator

Date: 11/12/24