

**AGREEMENT TO PROVIDE
RECYCLING COORDINATOR SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2016, by and among the Cities of **WEST ST. PAUL, SOUTH ST. PAUL, INVER GROVE HEIGHTS** and **MENDOTA HEIGHTS** (hereinafter individually referred to as a “City” and collectively referred to as the “Cities”).

1. **AUTHORITY.** This Agreement is entered into pursuant to Minnesota Statute § 471.59.

2. **PURPOSE.** The purpose of this Agreement is to provide recycling coordination services for the Cities.

3. **RECYCLING COORDINATOR SERVICE.** A Recycling Coordinator will be hired as an employee of the City of West St. Paul, and shall perform the basic services of the recycling program (the “Program”) for itself and for the Cities of Inver Grove Heights, South St. Paul and Mendota Heights. The basic Program services include but are not limited to:

- Distribute recycling/disposal information to each household.
- Actively participate and contribute to monthly Local Solid Waste Staff Meetings with Dakota County.
- Support and promote Dakota County’s integrated solid waste management program.
- Make presentations (schools, community groups, local organizations).
- Work with Multi-family buildings to enhance recycling efforts.
- Work with City staff to reduce waste and increase environmentally preferable purchases.
- Ensure that recycling programs are established for City facilities.
- Apply for the annual grants from Dakota County commonly known as the Community Landfill Abatement Grants on behalf of each City.
- Produce the annual reports to Dakota County as required pursuant to the Community Landfill Abatement Grants.
- Comply with all requirements of the Dakota County Community Landfill Abatement Grants to maintain funding.

- Answer phone/e-mail inquiries regarding recycling/disposal.
- Assist Cities in promotion and administration of recycling events.

If any of the Cities of Inver Grove Heights, South St. Paul or Mendota Heights desire additional services outside of the scope of the basic services of the Program, that City may enter into a separate agreement with the City of West St. Paul concerning those services.

4. FINANCE.

A. The Cities of Inver Grove Heights, South St. Paul and Mendota Heights shall pay the City of West St. Paul to reimburse for the costs of wages, benefits and other costs necessary to employ the Recycling Coordinator and operate the Program. The Cities shall initially share the cost of this position equally in accordance with Attachment A. By _____ of each year, the Cities shall meet to review the results of the Program and shall establish a budget for the following year. The City of West St. Paul shall invoice each other City quarterly. Each City shall pay the invoice within thirty (30) days. The City of West St. Paul is authorized to pay claims submitted by the Recycling Coordinator.

B. The City of West St. Paul shall act as fiscal agent and shall maintain a separate fund for the purpose of operating the Program.

C. Any grants received (other than the Community Landfill Abatement Grants) will be apportioned equally among the Cities and shall reduce each City's contribution to the costs of the Program.

5. CONTRIBUTIONS OF FACILITIES BY CITIES.

A. Each City shall determine which of its assets will be available to the Program, but at a minimum each City will provide a workspace with appropriate office supplies and equipment to allow the Recycling Coordinator to fulfill the requirements of the Program. It

is expected that the Recycling Coordinator will spent at least one day a week officing in each City, with the final schedule to be determined at a later date.

B. Each City shall maintain public liability insurance coverage on the assets made available for the Program.

C. Assets made available to the Program will be promptly returned to the City that provided them upon that City's withdrawal from the Agreement.

D. The Recycling Coordinator in charge of the Program will be supervised by the designated contact in West St. Paul, in coordination with the primary contacts in the individual Cities. Required safety, legal and related reporting shall be through the designated contact in the City of West St. Paul.

6. **PERSONNEL.** The City of West St. Paul shall establish standards and qualifications for its personnel. The Recycling Coordinator shall be deemed an employee of the City of West St. Paul, not of the other individual Cities. The Recycling Coordinator shall be subject to the personnel and other policies of the City of West St. Paul.

7. **INSURANCE AND INDEMNIFICATION.**

A. General Liability Insurance. Each individual City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04, as amended. If any City is notified that its insurance is cancelled, it will immediately notify the other Cities in writing. If any City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least thirty (30) days written notice of its intent to withdraw.

B. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing services pursuant to this Agreement. Each City waives the right to sue any other City for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other City or its officers, employees or agents.

C. Indemnification. Each City shall be liable for its own acts to the extent provided by law. The Cities agree to indemnify and hold harmless each other and each other's respective employees, trustees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Accordingly, on demand, the indemnifying party agrees to reimburse the indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party that results from the indemnifying party's breach of any provision of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its

employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Under no circumstances, however, shall a City be required to pay on behalf of itself and other parties to this Agreement any amounts in excess of the limits of liability established in Minn. Stat. § 466.04. The limits of liability for some or all of the Cities shall not be added together to determine the maximum amount of liability for any one City.

8. DURATION.

A. Any City may withdraw from this Agreement on _____ of any year. Written notice of termination must be given to the other Cities at least ninety (90) days prior thereto.

B. In the event of written notification to withdraw, the remaining Cities shall meet to consider modifying the Agreement to continue without the withdrawing City or to terminate. In the event of termination, all surplus funds shall be distributed to the Cities in proportion to the amount contributed over the lifetime of the Agreement, in relation to all contributions made by the Cities. Property obtained under this Agreement shall be distributed to the Cities in the same manner. If the remaining Cities continue this Agreement, the withdrawing City shall be given a portion of the surplus funds and property in proportion to the amount contributed by the City over the lifetime of the Agreement, in relation to all contributions made by the Cities.

9. PRIOR AGREEMENTS SUPERSEDED. This Agreement supersedes and repeals all prior agreements among the Cities related to the Recycling Coordinator.

10. NO PRESUMPTION AGAINST DRAFTING CITY. The Cities acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good-

faith negotiations among the Cities through themselves and/or their respective legal counsel; (b) said Cities and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting City(ies) shall not be employed in the interpretation of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Cities agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

13. EXECUTION OF ADDITIONAL DOCUMENTS. The Cities are to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

Dated: _____

CITY OF WEST ST. PAUL

By: _____
David Meisinger
Its Mayor

By: _____
Chantal Doriott
Its Clerk

Dated: _____

CITY OF SOUTH ST. PAUL

By: _____
Beth Baumann
Its Mayor

By: _____
Christy Wilcox
Its Clerk

Dated: _____

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

By: _____
Michelle Tesser
Its Clerk

Dated: _____

CITY OF MENDOTA HEIGHTS

By: _____
Sandra Krebsbach
Its Mayor

By: _____
Lorri Smith
Its Clerk

JOINT FEES/EXPENSES if 32 hours per week

ATTACHMENT A

Annual-2016

A. Volunteer Coordinator Salary (.8 FTE) \$19.84/hour (1-1-15)	\$33,672
Assumes 2% pay increase 1-1-16 and 3% on 5-5-16	
B. Benefits (PERA/FICA, medical, LTD and Life \$25,000) Cost will vary if employee selects S. coverage or S. + 1 for medical	\$14,447 – 18,155
C. Membership – MN Area Volunteer Assoc.	\$100
D. Conference registration	\$150
E. Mileage Reimbursement	\$400
F. Computer/laptop - using older ones at each city	\$0
G. Smart Phone Monthly Fee \$50/mo.	\$600
H. Volgistics Software	\$400
I. Miscellaneous	\$300
Total Projected costs:	\$50,069 - \$53,777
Divided between 4 cities	\$12,517 - \$13,444

INDIVIDUAL CITY EXPENSES

- A. Optional Volunteer Insurance Coverage – LMCIT (If desired) \$ 1,450
- B. Volunteer uniforms – T-shirts/polos with City Volunteer logo
- C. Recognition for Volunteers
- D. Background checks – through Police Dept.
- E. Printing or advertising of City specific materials
- F. When the staff person travels to an individual City, that City would provide mailing, copying and some office supplies onsite.

INDIVIDUAL CITY RESPONSIBILITIES

- A. Designate “City Contact” person
- B. Designate on-site supervisor for each volunteer position
- C. Posting job information on individual City website
- D. Promote City volunteer opportunities within the community
- E. Provide room availability for volunteer interviews