

Partnership on Waste and Energy

Hennepin County, Ramsey County, Washington County

Meeting Notice

Date: Friday, December 15, 2017
Time: 1:30 p.m.
Location: 2785 White Bear Avenue, Suite 350
Maplewood, MN 55109

AGENDA

- | | |
|--|----------------------------|
| 1. Election of Chair, Vice-Chair | Action |
| 2. Approval of Agenda | Action |
| 3. Business | |
| a. Overview of Partnership, Governing Board, Administration | Information,
Discussion |
| b. Approval of 2018 Budget | Action |
| c. Contract: Mod and Company, LLC – Website Support | Action |
| d. Contract: Capitol Hill Associates – Waste Lobbying Services | Action |
| e. Insurance: Approve Insurance with Minnesota Counties Insurance Trust (MCIT) | Action |
| f. Procurement: Authorize Issuance of a Request for Quotes (RFQ) for Energy
Lobbying Services | Action |
| g. Approve 2018 Meeting Schedule of Governing Board | Action |
| h. 2018 Legislative Session | Discussion |
| 4. Adjourn | |

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 1

Subject: Election of Chair, Vice-Chair

Type of Item: Action

Action Requested: Nominate and Elect the Chair of the Governing Board

Summary: Section 4.1.1. of The Joint Powers Agreement (JPA) that creates the Partnership on Waste and Energy provides direction on leadership for the Governing Board:

"In the first year, 2018, the Members shall elect a Chair. The Vice-Chair shall be from the county next in alphabetical order by county name. In the following year, the Vice-Chair from the previous year shall ascend to the Chair, and the incoming Vice-Chair shall be from the county next in alphabetical order by county name. This succession will continue throughout the term of the agreement. Governing Board Chair shall perform other duties and functions as determined by the Governing Board. The Vice Chair shall preside over and act for the Governing Board during the absence of the Chair."

Attachments: None

Financial Implications: None

Authorized Signatures:

Staff:





Assistant County Attorney:

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.a.

Subject: Overview of Partnership, Governing Board, Administration

Type of Item: Information, Discussion

Action Requested: None

Summary: Staff will provide an overview of plans for administration of the Partnership, and requests the Governing Board to provide input on its expectations.

Attachments: 1. Joint Powers Agreement

Financial Implications: None

Authorized Signatures:

Staff:



**JOINT POWERS AGREEMENT
BETWEEN THE RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD
AND
HENNEPIN COUNTY
FOR A PARTNERSHIP ON WASTE AND ENERGY ISSUES**

WHEREAS, The parties to this Joint Powers Agreement ("Agreement") are the Ramsey/Washington Recycling & Energy Board and Hennepin County, each of whom may be identified individually as "Party" or jointly as "Parties"); and

WHEREAS, The Parties are units of government responsible for providing governmental services pursuant to Minnesota Statutes within their respective jurisdictions; and

WHEREAS, The Parties have determined a need for collaboration in certain areas of waste and energy management, including legislation and policy development, communication and outreach, planning and evaluation of waste processing, and other selected programs; and

WHEREAS, This Agreement is made pursuant to the authority conferred upon the Members by Minnesota Statutes, Section 471.59.

NOW, THEREFORE, In consideration of the mutual promises, covenants, and consideration herein contained and the authority provided by Minnesota Statutes, Section 471.59, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. **Term.** The term of this Agreement will commence on December 1, 2017 and continue in full force and effect until terminated.
2. **Purpose.** The purpose of this Agreement is to assist the Parties in accomplishing the goals outlined in Minnesota Statutes related to waste management and the Metropolitan Solid Waste Management Policy Plan, with a focus on policy development, emerging waste processing technologies, and communication, as well as coordination on energy issues related to waste and of interest to the Parties.
3. **Members.** The Members of this Agreement are the Ramsey/Washington Recycling and Energy Board ("R&E Board"), a joint powers board formed by Ramsey and Washington Counties, and Hennepin County.
4. **Governing Board.**
 - 4.1 This Agreement creates a joint powers board named the Counties' Partnership for Waste and Energy Board, ("Governing Board").
 - 4.2 **Governing Board Composition.** The Governing Board shall include the Chair and Vice Chair of the R&E Board and a commissioner appointed by Hennepin County, resulting in a representative commissioner from each of Ramsey, Washington and Hennepin Counties.

4.3 Governing Board Members shall be appointed every two years. An alternate for each member shall also be appointed. If an appointment of any Member or alternate is vacated before the end of the term, the vacancy shall be filled by an appointment by the appropriate appointing Party.

4.4 Leadership.

4.4.1 In the first year, 2018, the Members shall elect a Chair. The Vice-Chair shall be from the county next in alphabetical order by county name. In the following year, the Vice-Chair from the previous year shall ascend to the Chair, and the incoming Vice-Chair shall be from the county next in alphabetical order by county name. This succession will continue throughout the term of the agreement. Governing Board Chair shall perform other duties and functions as determined by the Governing Board. The Vice Chair shall preside over and act for the Governing Board during the absence of the Chair.

4.4.2 For direction or clarification during the legislative session on the Governing Board's positions on its annually adopted Legislative Platform, the Chair or Vice Chair, if the Chair is not available, shall have Governing Board authorization to provide guidance to the staff and consultant legislative team, consistent with direction from the Governing Board and this Agreement. Other Members shall be provided with an update as soon as possible on any such direction given.

4.5 Members of the Governing Board shall not be deemed to be employees of the Governing Board and will not be compensated for serving on the Governing Board. For all purposes, including workers compensation, each Governing Board Member shall be considered an employee of the appointing Party.

4.6 A quorum consists of three Governing Board Members. Each Member of the Governing Board shall be entitled to one vote. In the absence of a Member, the appointed alternate may cast the vote for its county. A unanimous vote of the county representatives present is necessary for adoption of any motion.

5. Duties of the Board.

5.1 The Governing Board shall have the responsibility to:

5.1.1 Develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy.

5.1.2 Maintain the RethinkRecycling.Com website.

5.1.3 Be responsible for owning and maintaining the Business Waste and Recycling Guide previously owned by the SWMCB.

5.1.4 Provide the opportunity for coordination of county waste programs by staff.

5.1.5 Examine and coordinate energy related issues in common to the Parties.

5.1.6 Coordinate and examine emerging technologies for waste and resource management.

5.2 The Governing Board is hereby authorized to exercise such authority and powers common to the Parties necessary to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Section.

5.2.1 The Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in this Agreement. The Governing Board may authorize the Administrative Agent, pursuant to Section 7 of this Agreement, to execute such contracts.

5.2.2 The Governing Board may apply for and accept public and private funds, grants, gifts, loans, and other assistance from any lawful source to fulfill its duties.

5.2.3 The Governing Board shall approve the receipt and disbursement of funds from public and private sources for the purpose of carrying out its duties.

5.2.4 The Governing Board shall develop and approve an annual budget (for the calendar year January 1 to December 31) at its first official meeting, and at a fall meeting in subsequent years.

5.2.4.1 The budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties.

5.2.4.2 The Parties shall make their contributions to the Administration Agent by February 28th of each year.

5.2.5 The Governing Board may develop and adopt bylaws that are required to effectively exercise the powers or accomplish its duties and it may amend those bylaws from time to time as it deems necessary. The bylaws shall cover all standard and necessary operating and grievance procedures. Such bylaws shall be consistent with this Agreement and applicable law.

5.3 Meetings

5.3.1 The Board shall meet a minimum of three times a year including an organizational meeting in January, a meeting following the legislative session, and a meeting in the fall to set the next year's legislative platform.

5.3.2 Special meetings may be held on reasonable notice by the Chair or any two Members upon terms and conditions as the Board may determine. All Parties must be represented to constitute a quorum.

6. Parties' Relationship.

6.1 The Member counties will provide staff to support the work of the Governing Board in developing policy and legislative positions for Governing Board consideration.

6.2 Staff will meet as needed to prepare issues for the governing Board's consideration, draft a legislative platform and propose positions for the Governing Board to consider on State administrative activities related to solid waste management, and address administrative and management issues.

6.3 The Legislative Platform, Contracts and Budget; Policy positions, legislative platform and a Governing Board budget shall be developed annually for Governing Board discussion and adoption in the fall.

7. Administrative Agent.

7.1 The R&E Board shall serve as Administrative Agent for the Governing Board.

7.2 Parties agree that the R&E Board may assign its own staff, and will be reimbursed with Governing Board approved budget funds, to handle administrative duties and legal services under this Agreement, provided that any staff assignment is reviewed and approved by the Governing Board.

7.3 The Administrative Agent shall:

7.3.1 Establish and maintain such funds and accounts as may be required by good accounting practices, account for revenues and expenditures and produce appropriate financial statements; provide reports as required by public and private agencies or entities; and expend funds for the purposes described in this Agreement and in accordance with the operating budget approved by the Governing Board.

7.3.2 Using the procurement processes of the Administrative Agent, solicit vendors for contract services that are included in the approved budget, and bring contracts for service to the Governing Board for approval.

7.3.3 Manage contracts between the Governing Board and service-providers.

8. Insurance and Indemnification.

8.1 If the Governing Board incurs any expenses as a result of a claim for damages, the expenses for any damages paid shall be assessed against each member Party in equal shares. Each Party hereby agrees to indemnify, save and hold harmless and defend the Governing Board, its officers, employees and agents for the negligent or intentional acts or omission of such Party, its officers, employees and agents that result in expenses or damages assessed to the Governing Board.

8.2 The Governing Board shall procure insurance as it deems necessary.

8.3 The Parties to this Agreement are not liable for the acts or omissions of any other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.

9. Data Practices. The Parties, and any Contractor under contract with the Governing Board,

including their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

10. Withdrawal and Termination.

10.1 This agreement may be terminated upon any of the following:

10.1.1 Withdraw from this Agreement by providing written notice to the other Party by September 30 of any year. Withdrawal will be effective after December 31 of the year notice is provided. If either Party withdraws, the Governing Board is dissolved, and this agreement is terminated.

10.1.2 When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or

10.2 Termination of this Agreement shall not discharge any liability incurred by the Governing Board or any Party during the term of this Agreement.

10.3 Upon the termination of this Agreement, any property acquired as a result of this Agreement, including surplus funds, shall be distributed among the Members in proportion to their contributions during the term of this Agreement.

11. Amendments. This Agreement may be amended by the Parties by approval of each of the R&E Board and Hennepin County Board. The amendment becomes effective upon the date approved by the last Party.

12. Effective Date. This Agreement shall be effective upon the date executed by the last Party.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

14. Notices. All notices and communications required by this Agreement shall be given in writing, by certified mail, as follows:

Ramsey/Washington Recycling & Energy Board

R&E Board Chair

2785 White Bear Avenue

Suite 350

Maplewood, MN 55109

With a copy to the County Attorney

Hennepin County

Hennepin County Board Chair

Hennepin County Government Center

Suite A2400

300 South 6th Street

Minneapolis, MN 55487

With a copy to the County Attorney

15. Entire Agreement. This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein.

16. Counterparts. The Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's
Office

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

By: _____
Assistant County Administrator
- Public Works

Date: _____

Recommended for Approval

By: _____
Director,
Environment and Energy Department

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:

By: Victoria Reinhardt
Victoria Reinhardt, R&E Board Chair

Date: 11/16/17

Attest to: [Signature]

Date: 11/16/17

Approved As To Form:

By: [Signature]
Assistant County Attorney,
Ramsey County

Date: 11/8/17

Recommended By Joint Leadership Team:

By: Zack Hansen
Zack Hansen, Ramsey County

Date: 11/8/17

By: Judy L. Hunter
Judy Hunter, Washington County

Date: 11/8/17

Approved As To Form:

By: [Signature]
Assistant County Attorney,
Washington County

Date: 11/8/17

By: Sean Pfeiffer
Sean Pfeiffer, Ramsey County Finance

Date: 11/18/17

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.b.

Subject: Approval of 2018 Budget

Type of Item: Action

Action Requested:

1. Approve the 2018 Partnership Budget
2. Agree to accept assignment of the Rethink.Recycling.com website from the Ramsey/Washington Recycling & Energy Board upon that offer of assignment.
3. Approve the receipt of funds from the Solid Waste Management Coordinating Board

Summary: Section 5.2.4. of The Joint Powers Agreement that creates the Partnership on Waste and Energy provides direction on an annual budget:

5.2.4. The Governing Board shall develop and approve an annual budget (for the calendar year January 1 to December 31) at its first official meeting, and at a fall meeting in subsequent years.

5.2.4.1. The budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties.

5.2.4.2. The Parties shall make their contributions to the Administration Agent by February 28th of each year.

Staff have prepared a 2018 budget.

Expenses are in two categories: Staffing & Administration, and Contracts.

- Staffing: An attachment to the budget explains the basis for the staffing costs. The R&E Board, as the Administrative Agent, has estimated staff costs for the Partnership. As the initial year of the Partnership proceeds the actual costs will become better understood, and the 2019 budget will reflect that experience.
- Contracts: There are four contracts:
 - o Insurance coverage for the Partnership for general liability and public officials' coverage, in an amount up to \$2,000.
 - o With Mod and Company, LLC for work on the RethinkRecycling.com website and Business Guide, in the amount of \$15,500.
 - o With Capitol Hill Associates for lobbying on waste issues, in the amount of \$50,000.
 - o With a lobbyist on energy issues, to be identified following a solicitation, up to \$25,000.

Revenue is from three sources:

- Funding from the SWMCB, to be passed through by the R&E Board, in the amount of \$15,500 for work on transferring, modifying and maintaining the RethinkRecycling.com website, and business guide after accepting assignment of the website from the R&E Board.
- Funding from Hennepin County and the R&E Board, each in the amount of \$84,190.

Attachments:

1. Draft Resolution
2. Proposed 2018 Partnership Budget
3. Summary of Staff Support

Financial Implications: The 2018 budget estimates expenses and revenue for the first year of the Partnership. Actual costs will become better understood as the year proceeds, and the 2019 budget will be based on that experience.

Authorized Signatures:

Staff:



Assistant County Attorney:



Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

Resolution PWE-2017-__

2018 Partnership Budget

WHEREAS, The Joint Powers Agreement ("JPA") between the Ramsey/Washington Recycling & Energy Board ("R&E Board") and Hennepin County for a Partnership on Waste and Energy Issues ("Partnership") directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Partnership budget shall specify contributions by the Parties, which shall be allocated in equal parts to the Parties; and

WHEREAS, The Solid Waste Management Coordinating Board ("SWMCB") has assigned all rights, title, and interest in the software, images, tools, artwork and other content used for and/or available on the www.rethinkrecycling.com website, to the R&E Board, and, further, the SWMCB will provide \$25,500 in 2018 and 2019 for transfer and maintenance of the website, and it is the intent of the R&E Board to assign the website and pass through the SWMCB funds to the Partnership; and

WHEREAS, A 2018 budget for the Partnership has been presented by county staff. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the 2018 Partnership Budget. BE IT FURTHER

RESOLVED, The Governing Board hereby agrees to accept assignment of the RethinkRecycling.com website from the R&E Board upon that offer of assignment. BE IT FURTHER

RESOLVED, the Governing Board hereby approves the receipt of funds from the R&E Board that originated with the SWMCB.

Chair, Governing Board

Date

Attest, Vice Chair

Date

Partnership on Waste and Energy - 2018 proposed Budget

<u>Category, Item, Description</u>	<u>Total Expense</u>	<u>R&E Board</u>	<u>Hennepin County</u>
Staffing and Administration			
- Planning Specialist Salary, 25% of salary and benefits Staff support to organize meetings,	\$26,000	\$13,000	\$13,000
- Intern, 75% of salary (no benefits)	\$25,000	\$12,500	\$12,500
- Accounting Manager, 8% of salary and Benefits	\$10,300	\$ 5,150	\$ 5,150
- Contract Manager, 5% of salary and benefits	\$ 5,080	\$ 2,540	\$ 5,150
- Communications Staff (2018 only), 10% of salary and benefits	<u>\$25,000</u>	<u>\$12,500</u>	<u>\$12,500</u>
Staffing and Administration Subtotal	\$91,380	\$45,690	\$45,690
Contracts			
- Insurance, MCIT or MJUA	\$ 2,000	\$ 1,000	\$ 1,000
- RethinkRecycling.com and Business guide, MOD*	\$15,500	\$ -	\$ -
- Lobbying Contract – Waste, Capitol Hill Associates	\$50,000	\$25,000	\$25,000
- Lobbying Contract – Energy, to be determined	<u>\$25,000</u>	<u>\$12,500</u>	<u>\$12,500</u>
Contracts Subtotal	<u>\$92,500</u>	\$38,500	\$38,500
Grand Total	\$183,880		
SWMCB Payment	(\$15,500)		
Parties' Contributions	\$168,380	<u>\$84,190</u>	<u>\$84,190</u>

*Paid by SWMCB; unspent funds will carry over into the next fiscal year for the specified projects

Partnership on Waste and Energy - 2018 proposed Budget, Summary of Staff Support

Overall staff support will be provided by a Policy Team consisting of one staff person from Hennepin, Ramsey and Washington Counties.

The R&E board will provide staffing for the following services as the Administrative Agent:

Meetings – Planning Specialist Lead

- Under the direction of Policy Staff, organize, prepare agenda materials and staff three Governing Board meetings per year
- Coordinate and support Policy Staff meetings
- Coordinate, as requested, meeting with other entities on waste and energy-related issues of interest to the Partnership.

Legislative Coordination – Planning Specialist Lead

- Provide a central contact for Partnership matters and direct issues to the appropriate member or staff
- Coordinate communication with the policy staff and contract lobbyists
- Prepare documentation and updates on legislation for Governing Board
- Coordinate policy staff's preparation of testimony, letters and memorandum to support the legislative and policy work of the Partnership
- Coordinate research and design fact sheets for legislative platform communication

Administration – Accounting Manager, Contract Manager Lead

- Establish accounts and funds for the Partnership collect revenue and pay invoices
- Prepare appropriate financial statements as required
- Using R&E Board procurement processes solicit vendors for contract services that are included in the approved budget
- Manage contracts between the Governing Board and service-providers.

Communications – Communications staff, Intern

- Ensure official business website postings required by the Open Meeting Law
- RethinkRecycling.com website
 - Coordinate the “ever-greening” of the site, so that it can be hosted as a “static” site for use by other counties
 - Manage the contract with the vendor hosting the website
- Rethink Recycling Trademark
 - Monitor use of the trademark and correspond, as necessary, with legal counsel regarding trademark maintenance
 - Respond to requests of other counties that seek permission to use the trademark
- Business Waste Disposal and Recycling Guide
 - 2018 only: move the guide from the current web format to the same platform as that used by BizRecycling.com, and provide direct access through RethinkRecycling.com to the Guide, for use by other entities; will require use of R&E Board's web support consultant (MOD).
 - Continually update content of the Guide

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.c.

Subject: Agreement with Mod and Company, LLC – Website Support

Type of Item: Action

Action Requested:

1. Approve the Agreement with Mod and Company, LLC with a term of January 1, 2018 through December 31, 2018, with up to four one-year renewals, in an amount not to exceed \$15,500.
2. Authorize the Chair to execute the agreement upon approval as to form by the county attorney.

Summary:

The Solid Waste Management Coordinating Board (SWMCB) is assigning the website RethinkRecycling.com, including the Business Guide for Waste and Recycling, to the Ramsey/Washington Recycling & Energy Board (R&E Board), which will, in turn, assign the site to the Partnership. The Partnership will continue to “evergreen” the site and maintain it so that other former SWMCB member counties can direct people to the site. The Partnership will also modify the Business Guide and host it on BizRecycling.com, also making it accessible to users from other counties.

Pursuant to the R&E Board’s Procurement Guidelines, this is a Single Source procurement, meeting two standards:

- *Continuation of previous or additional work that cannot be acquired easily or effectively from another contractor or individual due to patent or institutional knowledge gained performing the previous work.*
- *The service offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays.*

Mod and Company, LLC is the R&E Board’s website vendor for BizRecycling.com, and is an appropriate contractor for this work. An agreement has been prepared with Mod to carry out the work to adapt and host RethinkRecycling.com, and to modify the Business Guide. That work will be paid for with funds provided by the SWMCB. The contract amount is not to exceed \$15,000 in 2018. The agreement provides for up to four one-year renewals.

Attachments:

1. Draft Resolution
2. Agreement with MOD and Company, LLC

Financial Implications: The 2018 budget includes funding for this Agreement. The revenue source is provided through funds from the SWMCB.

Authorized Signatures:



Staff:



Assistant County Attorney:

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

Resolution PWE-2017-__

Contract: Mod and Company, LLC

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (Partnership) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in the JPA; and

WHEREAS, The Solid Waste Management Coordinating Board (“SWMCB”) has assigned all rights, title, and interest in the software, images, tools, artwork and other content used for and/or available on the RethinkRecycling.com website, to the R&E Board, and, further, the SWMCB will provide \$25,500 in 2018 and 2019 for transfer and maintenance of the website, and it is the intent of the R&E Board to assign the website and pass through the SWMCB funds to the Partnership; and

WHEREAS, The R&E Board’s website consultant is Mod and Company, LLC, which coordinates the BizRecycling.com website and an agreement has been prepared with Mod to carry out the work to adapt and host RethinkRecycling.com, and to modify the Business Guide. NOW, THEREFORE, BE IT RESOLVED

RESOLVED, The Governing Board hereby approves the Agreement with Mod and Company, LLC with a term of January 1, 2018 through December 31, 2018, with up to four one-year renewals, in an amount not to exceed \$15,500. BE IT FURTHER

RESOLVED, The Governing Board hereby authorizes the Chair to execute the agreement upon approval as to form by the county attorney.

Chair, Governing Board

Date

Attest, Vice Chair

Date

**Agreement between
Governing Board of the Partnership on Waste and Energy and
Mod and Company, LLC**

THIS AGREEMENT made and entered into by and between the Governing Board of the Partnership on Waste and Energy, hereinafter referred to as the "Partnership", and Mod and Company, LLC., 159 Dousman Street, Saint Paul, Minnesota, 55102, registered as a Limited Liability Company in the State of Minnesota, referred to as "Contractor" or "Vendor".

1. Term

The term of the Agreement shall be January 1, 2018 through December 31, 2018 with four, one-year renewals at the option of the Partnership.

2. Cost/Payment

- a) The Contractor shall submit a monthly invoice to the Partnership detailing the
 - i. work task performed during the invoice period and time spent on each task by person,
 - ii. direct expenses,
 - iii. fees, hosting costs, maintenance costs, and
 - iv. other, as appropriate, as outlined below under Contractor Obligations.
- b) The Partnership shall pay such invoice within 30 days unless there is a dispute in which case the invoice will be paid 30 days following resolution of the dispute. The Contractor will complete the work below on a time and expense basis, based on the billing rates listed in Section 4.
- c) If applicable, invoices shall show applicable Minnesota sales tax of 6.875% separately.
- d) No payment will be made until the invoice has been approved by the Partnership.
- e) The Partnership shall pay the Contractor a maximum not to exceed fee of \$15,500, inclusive of expenses. If less than Agreement maximum is spent in any year of the Agreement, the remaining funds can be carried over into the following years.
- f) Contractor will be reimbursed at an hourly rate based on the hourly rates listed in Section 4.
- g) The R&E Board will reimburse direct costs for copying and mileage with no mark-up rate applied.
- h) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3. Hourly Rates and Personnel

The following hourly rates will apply to work performed by the Contractor. Hourly rates below are valid for the term of the agreement.

Creative Director, Jana Soiseth: \$125
Project Manager, Editorial Director, Luke Soiseth: \$125
Art Director, Britt Lungren: \$125
Website Developer and SEO Director: \$100
Designer, Christine LeClaire: \$100
Lauren O'Brien, Junior Designer, \$85
Search Engine Optimization (SEO) Services, \$100

4. Contractor Obligations

The Partnership agrees to purchase, and the Contractor agrees to furnish, services as set forth below:

- a) Move the Business Waste and Recycling Guide (“Guide”) from RethinkRecycling.com hosting platform to BizRecycling.com hosting platform and modify mapping/tools accordingly, and recreate and design the guide in WordPress.
 - i. The Contractor will develop a resigned website using WordPress, an open source content management solution. The Contractor will create a WordPress theme based on the current design of the Guide. The theme will utilize the latest in web technology including HTML 5, CSS3, Bootstrap 3 and jQuery, utilize open source fonts, and display well on all devices – desktop, tablet and phones. No content will be hard coded into the theme. Content can be modified in the WordPress Administrator area
 - ii. All website designs must align with the following industry best practices: Federal Regulation Section 508 Electronic and Information Technology Accessibility Standards (ADA Compliance) b. Federal Regulation Twenty-First Century Communications and Video Accessibility Act of 2010 - Pub. L. 111-260 c. Web Content Accessibility Guidelines (WCAG) 2.0 d. World Wide Web Consortium (W3C) Standards.
 - iii. Contractor will build out the site structure and populate major content pages and posts, provide quality assurance testing and fixes and integrate SEO fundamentals with content elements. Website redesign will occur on a staging site. Site will be tested on all application platforms to ensure website functions as desired on desktops, tablets and mobile devices prior to going live.
 - iv. The website redesign will include installing and configuring:
 - 1) WordPress 4.X
 - 2) SEO Plugin
 - 3) Google Analytics Plugin
 - 4) Advanced Editor with Bootstrap 3 layout capabilities
 - 5) Keyword (tag) Filtering
 - 6) Site Search
 - 7) Form Builder
 - 8) Drop down and mobile menu
 - 9) Website security plugins
 - 10) Staging environment with the ability to easily migrate updates from staging to production
 - 11) ADA compliance and industry best practices
 - 12) Built in tools for ongoing site maintenance including broken link checker, form checker and email functionality checker
 - 13) Change the Guide from using static maps (jpeg files) to Google map features to allow for mobile integration and better user experience.
 - 14) Move from gathering data on hours, phone numbers, and pricing to Google mapping features to allow Google to provide that data.
 - 15) Structure the design so that users can link to the Guide from web sites maintained by Anoka, Carver, Dakota, Hennepin, Ramsey and Washington Counties, as well as RethinkRecycling.com, and use the Guide to find the information they need.

- 16) Add a form feature for businesses that are being listed on the site to give feedback, correct information, etc., and for new businesses to complete an application if they want to be added to the site.
 - v. The Contractor will provide up to two rounds of onsite training including training documentation as needed for content population and postings on the site, and will continue to train the staff that will be responsible for content maintenance and postings, as needed.
 - vi. The Contractor will provide continual support that provides monthly analytics reporting and ongoing site improvement advisement and changes including but not limited to:
 - i. Monthly check-ins,
 - ii. Ongoing user training, as needed,
 - iii. Performance reporting tools including a monthly project management operations report,
 - iv. Monthly broken link, form and email testing/checking,
 - v. Content updates, as needed,
 - vi. Social media feed integration and support, as needed,
 - vii. Best practices advisement, and
 - viii. WordPress, security certificates renewals and plugin updates as needed.
 - vii. Provide timely response to staff questions.
 - viii. Host the site from site launch through the end of the agreement.
 - ix. Provide ongoing site maintenance and site expansion including but not limited to continued SEO optimization, content marketing, paid advertising, social media development, video and image development, design support, and/or additional templates.
 - x. Provide graphic design services as needed to facilitate the redevelopment of the Guide.
- b) Provide web management and technical services necessary to maintain and update www.RethinkRecycling.com using the Drupal content management platform. Specific tasks may include, but are not limited to:
- i. Arrange to have the website hosted
 - ii. Implement changes to navigation and content organization as requested.
 - iii. Assist in repairing and responding to broken link reports and repairs.
 - iv. Identify and implement security updates and complete monthly site reviews for errors and other issues.
 - v. Provide server support, when necessary.
 - vi. Provide support to Partnership staff on website measurement using Google Analytics.
 - vii. Manage content management system user settings and permission levels.
 - viii. Provide as-needed support and training to Partnership staff on using the content management system.
 - ix. Provide technical advice generally for the websites and related technological improvements including evaluating future website needs for purposes of preparing an RFP for future website services.
 - x. Advise the Partnership the technical issues related to federal communications legislation, as-requested, e.g., CIPA.

5. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) Agree that the Partnership, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

6. Standards

- a) The Contactor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

7. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Chap.13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

8. Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General Partnership policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

9. Indemnity and Insurance

- a) Indemnity - The Vendor does hereby agree that it will defend, indemnify, and hold harmless the Partnership, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the Partnership may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.
- b) Insurance - The Vendor does further agree that in order to protect itself, as well as the Partnership, it will at all times during the term of the Agreement have and keep in force:
 - i. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The Partnership, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
 - ii. Automobile coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - iii. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. The Partnership shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the Vendor and the Partnership, and the Partnership elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the Partnership.

10. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of the Partnership for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the Partnership and shall not be considered employees of the Partnership.

Neither the Vendor nor its employees will at any time be construed to be employees of the Partnership. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

11. Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of the Partnership. Any assignment or novation may be made subject to such conditions and provisions as the Partnership may impose. If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

12. Modifications

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the Partnership and the Contractor shall not require written approval.

13. Merger

It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of the Agreement.

14. Performance

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the Partnership, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of RFQ and contract shall be considered a material breach and shall be cause for be immediate

termination by Partnership. The Vendor shall not receive payment for work found by the Partnership to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the Partnership to be unsatisfactory, the Partnership shall provide Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with the Partnership to correct the unsatisfactory service to Partnership's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of the Partnership, it shall be considered a material breach and shall be cause for immediate termination by Partnership.

15. Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the Partnership from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Partnership. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

13. Termination

The Partnership may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement the Partnership may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

The Partnership may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

14. Interpretation of Agreement; Venue

The 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.

The provisions of this Agreement are 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.

15. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

Mod and Company, LLC.

By: _____

Date: _____

Title: _____

Federal ID No.: _____

**GOVERNING BOARD OF THE PARTNERSHIP ON
WASTE AND ENERGY**

By: _____
Partnership Chair

Date: _____

Attest to: _____

Date: _____

Recommended By Partnership Policy Staff

By: _____
Zack Hansen, Ramsey County

Date: _____

By: _____
Judy Hunter, Washington County

Date: _____

By: _____
Dave McNary, Hennepin County

Date: _____

Approved As To Form



By: _____
Assistant County Attorney

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.d.

Subject: Agreement with Capitol Hill Associates – Waste Lobbying Services

Type of Item: Action

Action Requested:

1. Approve the Agreement with Capitol Hill Associates with a term of January 1, 2018 through December 31, 2018, in an amount not to exceed \$50,000.
2. Authorize the Chair to execute the agreement upon approval as to form by the county attorney.

Summary: Section 5.1.1. of the Joint Powers Agreement states that the Partnership is responsible to “Develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy.” A one-year Agreement with Capitol Hill Associates in the amount of \$50,000 is presented for approval.

Pursuant to the Recycling & Energy Board’s Procurement Guidelines, this is a Single Source procurement, meeting two standards:

- *Continuation of previous or additional work that cannot be acquired easily or effectively from another contractor or individual due to patent or institutional knowledge gained performing the previous work.*
- *The service offered by the contractor is necessary for timely completion of a program or project and for which competition would have a significant adverse impact on the program or project, including, but not limited to, project delays.*

Capitol Hill Associates was the contract lobbyist for the Solid Waste Management Coordinating Board, with a clear and detailed understanding of the counties’ positions on waste management issues, as well as the status of various waste-related legislation in play in the current legislative session. Retaining this contractor will assure continuity in waste lobbying during as we enter the second year of the session.

During 2018 a competitive solicitation will be used to contract for these services in future years.

Attachments:

1. Draft Resolution
2. Agreement with Capitol Hill Associates

Financial Implications: The 2018 budget includes funding for this Agreement.

Authorized Signatures:



Staff:



Assistant County Attorney:

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

Resolution PWE-2017-__

Contract: Capitol Hill Associates

WHEREAS, the Joint Powers Agreement ("JPA") between the Ramsey/Washington Recycling & Energy Board ("R&E Board") and Hennepin County for a Partnership on Waste and Energy Issues ("Partnership") directs the Governing Board of the Partnership to develop an annual budget; and Whereas, the JPA further specifies that the Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in the JPA; and

WHEREAS, the JPA further charges the Governing Board to develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy; and

WHEREAS, Capitol Hill Associates was the contract lobbyist for the Solid Waste Management Coordinating Board ("SWMCB"), with a clear and detailed understanding of the counties' positions on waste management issues, as well as the status of various waste-related legislation in play in the current legislative session, and hiring this contractor will assure continuity in waste lobbying during as the legislature enters the second year of the session. NOW, THEREFORE, BE IT

RESOLVED, the Governing Board hereby approves the Agreement with Capitol Hill Associates with a term of January 1, 2018 through December 31, 2018, in an amount not to exceed \$50,000. BE IT FURTHER

RESOLVED, the Governing Board hereby authorizes the Chair to execute the agreement upon approval as to form by the county attorney.

Chair, Governing Board

Date

Attest, Vice Chair

Date

Agreement between Governing Board of the Partnership on Waste and Energy and Capitol Hill Associates, Inc. For Lobbying Services

THIS AGREEMENT made and entered into by and between the Governing Board of the Partnership on Waste and Energy, hereinafter referred to as the “Partnership”, and Capitol Hill Associates, Inc., with its principal place of business at 525 Park Street, Ste. 310, Saint Paul, MN 55103, hereinafter referred to as the “Contractor” or “Vendor”.

1. Term

The term of the Agreement shall be January 1, 2018 through December 31, 2018.

2. Scope of Services

The Contractor shall carry out the following services throughout the term of the Agreement:

- a) Report to, and take direction from the Policy Staff.
- b) Attend a minimum of three Partnership and no fewer than three Policy Staff meetings.
- c) Stay in regular communication with Policy staff on legislative and policy development matters.
- d) Develop strategies for advancing issues that are raised by the Partnership in the course of waste and energy policy development. Provide strategy for implementing Partnership legislative principles.
- e) For any Partnership initiated legislation, identify and secure bill authors.
- f) Work with key legislative committee chairs, members and staff to advance the Partnership’s legislative initiatives.
- g) Assist Policy Staff with the preparation and dissemination of background materials related to the Partnership legislative issues
- h) Develop testimony with Policy Staff on solid waste and energy issues impacting the Alliance Partnership and its member counties. Identify commissioners and other testifiers and review testimony developed with Policy Staff with them. Attend hearings with testifiers.
- i) Coordinate with Minnesota Resource Recovery Association (MRRA), Solid Waste Administrators Association (SWAA), the Association of Minnesota Counties and other organizations as appropriate on Partnership legislative issues, and work towards reaching consensus with Greater Minnesota Counties on these policy matters.
- j) Communicate and coordinate, as appropriate, with lobbyists working with metropolitan counties on solid waste issues that are not a part of the Partnership.
- k) Work with the Revisor’s office on language and develop support for changes desired
- l) Under direction of the Policy staff, serve as a central contact on Partnership legislative issues for stakeholder sectors including MPCA, AMC, other counties and the Governor’s office
- m) Working with Policy Staff, attend meetings on legislative issues with other stakeholders
- n) Share the Partnership’s legislative platform specifics with Governor’s office staff and appropriate Administration officials when advantageous to the Partnership’s goals.
- o) Work with other stakeholders and develop coalitions, as necessary, to advance the Partnership’s legislative and policy platform.

3. Cost/Payment

- a) The Partnership shall pay the Contractor a monthly fee of \$8,600.00 for the months of January 2018 through May 2018, and a monthly fee of \$1,000 for the months of June through December, with a maximum not to exceed annual fee of \$50,000.00, inclusive of expenses. The Contractor shall submit monthly invoices to the Partnership.
- b) If applicable, invoices shall show applicable Minnesota sales tax of 6.875% separately.
- c) No payment will be made until the invoice has been approved by the Partnership.
- d) The Partnership shall make payment to the Contractor within thirty (30) days of the date on which the invoice is received. If the invoice is incorrect, defective or otherwise improper, the Partnership will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Partnership will make payment within thirty (30) days of the corrected invoice.
- e) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

4. Contractor Obligations

The Partnership agrees to purchase, and the Contractor agrees to furnish, services as set forth in Exhibit A, Scope of Services, attached hereto and made part hereof.

5. Audits, Reports, Records and Monitoring Procedures

The Contractor will:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) Agree that the Partnership, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

6. Standards

- a) The Contractor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

7. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Chap.13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

8. Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General Partnership policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

9. Indemnity and Insurance

a) Indemnity - The Vendor does hereby agree that it will defend, indemnify, and hold harmless the Partnership, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the Partnership may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.

b) Insurance - The Vendor does further agree that in order to protect itself, as well as the Partnership, it will at all times during the term of the Agreement have and keep in force:

- i. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The Partnership, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
- ii. Automobile coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- iii. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. The Partnership shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the Vendor and the Partnership, and the Partnership elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the Partnership.

10. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of the Partnership for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the Partnership and shall not be considered employees of the Partnership.

Neither the Vendor nor its employees will at any time be construed to be employees of the Partnership. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

11. Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of the Partnership. Any assignment or novation may be made subject to such conditions and provisions as the Partnership may impose. If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

12. Modifications

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the Partnership and the Contractor shall not require written approval.

13. Merger

It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of the Agreement.

14. Performance

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the Partnership, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of RFQ and contract shall be considered a material breach and shall be cause for immediate termination by Partnership. The Vendor shall not receive payment for work found by the Partnership to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the Partnership to be unsatisfactory, the Partnership shall provide Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with the Partnership to correct the unsatisfactory service to Partnership's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of the Partnership, it shall be considered a material breach and shall be cause for immediate termination by Partnership.

15. Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the Partnership from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Partnership. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

13. Termination

The Partnership may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement the Partnership may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

The Partnership may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

14. Interpretation of Agreement; Venue

The 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.

The provisions of this Agreement are 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.

15. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

CAPITOL HILL ASSOCIATES, INC.

By: _____
Robert M. Vanasek, Vice President

Date: _____

Federal ID No.: 41-14133446

**GOVERNING BOARD OF THE PARTNERSHIP ON
WASTE AND ENERGY**

By: _____
Partnership Chair

Date: _____

Attest to: _____

Date: _____

Recommended By Partnership Policy Staff

By: _____
Zack Hansen, Ramsey County

Date: _____

By: _____
Judy Hunter, Washington County

Date: _____

By: _____
Dave McNary, Hennepin County

Date: _____

Approved As To Form



By: _____
Assistant County Attorney

Date: 12/7/17

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.e.

Subject: Approve Insurance with Minnesota Counties Insurance Trust (MCIT)

Type of Item: Action

Action Requested:

1. Approve the purchase of insurance for General Liability and Public Officials coverage from the MCIT.
2. Recommend that the Ramsey/Washington Recycling & Energy Board (R&E Board) and Hennepin County amend the Joint Powers Agreement (JPA) for the Partnership on Waste and Energy to include language recommended by MCIT.
3. Authorize the R&E Board's Joint Leadership Team (JLT) to sign necessary documents for the purchase of insurance including annual renewal.

Summary:

Section 8 of the JPA outlines the insurance and indemnification associated with the Parties participation in the Partnership. The R&E Board is the Administrative Agent for the Partnership, and the Governing Board's risk manager, working with county attorneys from the R&E Board and Hennepin County, have determined that the Partnership should acquire insurance coverage for General Liability and Public Officials. The MCIT has agreed to provide coverage, and Washington County has agreed to sponsor the Partnership with MCIT.

In order to secure insurance, MCIT requires certain language changes in the JPA. The changes are minor, and clarify the insurance provisions in the JPA. The Governing Board is requested to recommend to the R&E Board and Hennepin County that they approve an amendment to the JPA that incorporates the required language.

Attachments: 1. Draft Resolution

Financial Implications: The 2018 budget includes funding for purchasing insurance.

Authorized Signatures:

Staff:



Assistant County Attorney:



Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

Resolution PWE-2017-__

Contract: Approve Insurance with MCIT

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies the insurance needs of the Governing Board, and a review by the R&E Board’s risk manager has identified the need to procure general liability and public officials coverage; and

WHEREAS, The Minnesota Counties Insurance Trust (“MCIT”) has agreed to provide such insurance to the Partnership, following sponsorship by Washington County; and

WHEREAS, MCIT requires language in the JPA to clarify insurance and indemnification, and an amendment to the JPA is required to conform to MCIT’s language. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby approves the purchase of insurance for General Liability and Public Officials coverage from the MCIT. BE IT FURTHER

RESOLVED, The Governing Board hereby recommends that the R&E Board and Hennepin County amend the JPA for the Partnership on Waste and Energy to include language recommended by MCIT. BE IT FURTHER

RESOLVED, The Governing Board hereby authorizes the R&E Board’s Joint Leadership Team to sign necessary documents for the purchase of insurance and approve annual renewals so long as they are consistent with the Administrative Agent’s guidelines.

Chair, Governing Board

Date

Attest, Vice Chair

Date

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.f.

Subject: Authorize Issuance of a Request for Quotes (RFQ) - Energy Lobbying Services

Type of Item: Action

Action Requested: Authorize staff to issue a RFQ for Energy Lobbying Services, and direct staff to return to the Governing Board with a recommendation for selection of a vendor and an agreement for consideration.

Summary: Section 5.1.1. of the Joint Powers Agreement (JPA) states that the Partnership is responsible to "Develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy."

Pursuant to the Ramsey/Washington Recycling & Energy Board's (R&E Board) Procurement Guidelines a request for qualifications is used for this competitive solicitation. An RFQ has been prepared and is attached.

Attachments:

1. Draft Resolution
2. RFQ for Energy Lobbying Services

Financial Implications: The 2018 budget includes funding for this Agreement

Authorized Signatures:

Staff:



Assistant County Attorney:



Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

Resolution PWE-2017-__

Contract: Energy Lobbyist RFQ

WHEREAS, The Joint Powers Agreement (“JPA”) between the Ramsey/Washington Recycling & Energy Board (“R&E Board”) and Hennepin County for a Partnership on Waste and Energy Issues (“Partnership”) directs the Governing Board of the Partnership to develop an annual budget; and

WHEREAS, The JPA further specifies that the Governing Board may negotiate, enter, and enforce contracts necessary to accomplish the purposes set forth in the JPA; and

WHEREAS, The JPA identifies the R&E Board as the Administrative Agent for the Partnership, and that its procurement guidelines will be used for Partnership procurement; and

WHEREAS, The JPA further charges the Governing Board to develop a legislative and policy platform, and to select the contract lobbyists for waste management and energy; and

WHEREAS, Pursuant to the R&E Board’s Procurement Guidelines, a request for qualifications (“RFQ”) is used for this competitive solicitation and an RFQ has been prepared for this solicitation. NOW, THEREFORE, BE IT

RESOLVED, The Governing Board hereby authorizes staff to issue a RFQ for Energy Lobbying Services, and directs staff to return to the Governing Board with a recommendation for selection of a vendor and an agreement for consideration.

Chair, Governing Board

Date

Attest, Vice Chair

Date

Partnership on Waste and Energy Request for Quotes (RFQ) For Lobbying Services on Energy Issues

Issued by:

Governing Board of the Partnership on Waste and Energy

Date: December 18, 2017

The issuance of this RFQ constitutes only an invitation to submit a quote to the Governing Board of the Partnership on Waste and Energy (Partnership). It is not to be construed as an official and customary request for bids, but as a means by which the Partnership can facilitate the acquisition of information related to lobbying services on energy issues. Any quote submitted, as provided herein, constitutes an indication to negotiate and NOT A BID.

Request for Quotes will be accepted no later than 4:00 p.m. CST on January 15, 2018.

Telephone calls will not be accepted regarding this Request for Quotes.

TABLE OF CONTENTS

Introduction.....	3
Purpose of RFQ.....	3
Background.....	3
Scope of Work	3
Contractor Qualifications.....	6
Instructions to Vendors	4
RFQ Questions and Clarifications	4
Schedule of Events	4
RFQ Amendment	4
RFQ Response Format	5
Quote Submission	6
Quote Rejection or Acceptance.....	6
Public Records	7
Quote Costs	7
Ownership of Materials Submitted	7
Contract.....	7
Quote Evaluation.....	7
Contract Term	8
Contract Budget	8
General Contract Requirements.....	8
Contract Language.....	8
Certificate of Insurance	8
General Comments.....	8
Additional Attachments	8
Attachment 1 – Contract Terms.....	8
Attachment 2 – Plan.....	86

Introduction

Purpose of RFQ

The Governing Board of the Partnership on Waste and Energy (Partnership) is requesting quotes from qualified lobbying firms to provide lobbying and intergovernmental services in accordance with the terms of this RFQ. The successful contractor will represent the Partnership's interests at the Minnesota Legislature and with various state departments and commissions.

This RFQ and the selected proposal(s) in response to this RFQ will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFQ and the successful proposal. For purposes of this RFQ, the term "vendor," "contractor," "offeror," "consultant" and "proposer" are considered to have the same meaning.

Background and Description of the Governing Board of the Partnership on Waste and Energy

Hennepin, Ramsey and Washington Counties, Minnesota, have entered into a joint powers agreement to work together on common waste and energy issues. The three counties determined a need for collaboration in certain areas of waste and energy management, including legislation and policy development, communication and outreach, planning and evaluation of waste processing, and other selected programs. The result is the Partnership on Waste and Energy, which is led by a Governing Board, made up of a commissioner from each County. The Ramsey/Washington Recycling & Energy Board serves as the Administrative Agent for the Partnership. Principal staff from each county make up the Policy Staff.

The Partnership will focus its work in 2018 on policy development related to waste and energy issues. The Governing Board seeks to contract with a lobbying firm to represent the counties' interests at the legislature and with various state departments and commissions.

Scope of Work

The contractor shall carry out the following services throughout the term of the Agreement:

- a) Report to, and take direction from the Policy Staff.
- b) Attend a minimum of three Partnership on Waste and Energy Governing Board meetings and no fewer than three Policy Staff meetings per year
- c) Stay in regular communication with Policy staff on legislative and policy development matters.
- d) Develop strategies for advancing issues that are raised by the Partnership in the course of energy policy development. Provide strategy for implementing Partnership legislative principles.
- e) For any Partnership initiated legislation, identify and secure bill authors.
- f) Work with key legislative committee chairs, members and staff to advance the Partnership's legislative initiatives.
- g) Assist Policy Staff with the preparation and dissemination of background materials related to the Partnership legislative issues
- h) Develop testimony with Policy Staff on energy issues impacting the Partnership and its member counties. Identify commissioners and other testifiers and review testimony developed with Policy Staff with them. Attend hearings with testifiers.
- i) Coordinate with other organizations as appropriate on Partnership legislative issues, and work towards reaching consensus on these policy matters.
- j) Work with the Revisor's office on language and develop support for changes desired

- k) Under direction of the Policy staff, serve as a central contact on Partnership legislative issues for stakeholder sectors including MPCA, Department of Commerce, Department of Agriculture, Public Utilities Commission, Department of Employment and Economic Development, AMC, other counties and the Governor's office
- l) Working with Policy Staff, attend meetings on legislative issues with other stakeholders
- m) Share the Partnership's legislative platform specifics with Governor's office staff and appropriate Administration officials.
- n) Work with other stakeholders and develop coalitions, as necessary, to advance the Partnership's legislative and policy platform.

Instructions to Vendors

RFQ Questions and Clarifications

Inquiries concerning any aspect of this RFQ should be submitted by (postal or email). **The closing date for receipt of written questions will be 4:00 p.m. CST on January 15, 2018. Phone calls are not acceptable.** Questions received after this deadline will not be considered. All questions received before the deadline will be compiled and responded to as identified in the schedule of events. Each question should begin by referencing the RFQ page number and section number to which it relates.

Questions concerning this RFQ should be sent to:

Kelli Hall
 Ramsey/Washington Recycling & Energy Board
 2785 White Bear Avenue, Suite 350
 Maplewood, MN 55109
kelli.hall@co.ramsey.mn.us

All questions and requests for clarification, and the Partnership's response, will be posted on the Partnership website at <http://morevaluelesstrash.com/>.

Vendor quotes in response to this RFQ will be accepted by the Partnership until 4:00 p.m. CST on January 15, 2018.

Schedule of Events

- | | |
|---|------------------------------|
| • RFQ released to vendors | December 18, 2017 |
| • RFQ Q&A period ends 4:00 pm CST | December 29, 2017 |
| • RFQ Q&A published | January 5, 2018 |
| • RFQ responses due 4:00 pm CST | January 15, 2018 |
| • RFQ evaluation begins | January 16, 2018 |
| • RFQ evaluation ends | January 19, 2018 |
| • Vendor interviews (if necessary) | January 24, 2018 |
| • Contract negotiations and final award to vendor | January 29 – February , 2018 |

RFQ Amendment

The Partnership reserves the right to amend this RFQ at any time. Changes to the RFQ, if any, will be posted at www.morevaluelesstrash.com under the tab "Partnership on Waste and Energy."

RFQ Response Format

Vendors must address all information specified by this RFQ. All questions must be answered completely. Partnership reserves the right to verify any information contained in the vendor's RFQ response and to request additional information after the RFQ response has been received.

Partnership is not responsible for locating or securing any information that is not identified in the quote and reasonably available to Partnership. To insure that sufficient information is available, the vendor must furnish as part of the quote all descriptive material necessary for Partnership to determine whether the quote meets the requirements of the RFQ.

Partnership may make such investigations as it deems necessary to determine the ability of the vendor to furnish the services outlined herein, and the vendor shall furnish to Partnership all such information and data for this purpose as Partnership may request. Partnership reserves the right to reject any quote if the evidence submitted by or the investigation of such vendor fails to satisfy Partnership that such vendor is properly qualified to carry out the obligations of the contract.

Marketing brochures included as part of the main body of the RFQ response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the quote, the latter will prevail.

The consultant must respond to the requirements listed in this section.

1. Cover Letter

Address the cover letter to:

Kelli Hall
Ramsey/Washington Recycling & Energy Board
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109

Include the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Name, title, address, telephone and fax numbers and e-mail address of contact person during period of quote evaluation;
- A statement to the effect that the quote shall remain valid for a period of not less than 120 days from the date of submittal; and
- The original quote must be signed by a person who is authorized to sign contracts for the respondent. The quote copies should include the signature page.

2. Qualifications and Experience

Quotes should contain information reflecting but not limited to:

- a. Brief background of the company
- b. Qualifications for providing similar service and identify at least one public entity customer that you provide services to that is comparable to the Partnership's requirements. For each customer named, indicate: 1) number of years as customer, 2) contact names and numbers, 3) general type of business of customer, and 4) services your company provides.

- c. Provide resumes for project manager and key personnel or provide a description of the project manager and key personnel's experience and qualifications.

The consultant's quote should demonstrate understanding of the project goals. The consultant's quote must include a clear description of its capabilities to undertake the work scope.

3. Experience
4. Description of cost - Provide titles or classifications of personnel who may perform work and their hourly rates. Include additional expenses such as copying, mileage, travel and lodging (according to [GSA standards](#)), or others as appropriate.
5. References
Please provide the name, address and telephone number of at least three current or past customers. References should be for customers with requirements similar to those of Partnership. Partnership reserves the right to contact these references and discuss the client's level of satisfaction with the vendor and its products
6. Sub-Contractor Information
Provide sub-contractor's company name, address, contact person, and telephone number. Provide description of company, contact person, and key personnel's experience and qualifications.
7. Conflict of Interest
The consultant must identify any potential conflict of interest it may have with the Partnership, Hennepin County, Ramsey County, or Washington County, or any other party or entity that may be affected by the terms of this RFQ and responsive quotes.

Quote Submission

Quotes will be accepted by the Partnership until 4:00 p.m. CST on January 15, 2018. Quotes received after the due date and time will not be accepted and will be marked "LATE" and shall be returned to the vendor.

Vendors' quotes can be mailed or emailed to:

Kelli Hall
Ramsey/Washington Recycling & Energy Board
2785 White Bear Avenue, Suite 350
Maplewood, MN 55109
kelli.hall@co.ramsey.mn.us

Vendor's quotes can be hand delivered to the address above. Hand delivered responses will be collected but will not be opened and read at that time.

Please note that it is the vendor's responsibility to ensure that the quote and all other required documents are received at the address named above by the closing date and time specified above.

Quote Rejection or Acceptance

Partnership reserves the right to accept or reject any or all quotes and to waive any defects or technicalities or to advertise for new quotes where the acceptance, rejection, waiving, or advertising of such would be in the best interest of the Partnership. The Partnership reserves the right to reject quotes based on the evaluation of submitted materials and reserves the right to not be bound to select the quote with the lowest

bid. The Partnership reserves the right to disqualify any quote, before or after opening, if there is evidence of collusion with intent to defraud, or other illegal practices upon the part of the vendor, or for noncompliance with the requirements of these documents.

In participating in this quote process, all vendors agree to keep their offers open to for 120 days. However, a quote may be withdrawn any time prior to the expiration of 120 days.

Public Records

Partnership is aware that information contained in the quotes indicates the vendor's current operations. Quotes submitted become a matter of public record. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the vendor because of this RFQ is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Quote information is private or non-public until the responses are opened; once opened, a vendor's name becomes public. Upon completion of the evaluation process, the remaining data becomes public but for trade secrets as defined by Minn. Stat. § 13.37, subd. 1(b). If any vendor deems information they submit as trade secret, it must be clearly indicated as such within the RFQ response.

Quote Costs

Vendors shall bear all costs associated with preparing and submitting responses to this RFQ and the subsequent evaluation phase. Partnership will, in no way, be responsible for these costs, regardless of the conduct or outcome of the prequalification process.

Ownership of Materials Submitted

All quotes submitted become the property of the Partnership and will not be returned.

Contract

The Partnership reserves the right not to contract with any Contractor. If the Partnership decides to contract, the Partnership will contract with the vendor whose response best meets the needs of the Partnership. The Partnership reserves the right to contract with other than the lowest priced quote.

Quote Evaluation

Evaluation of quotes will be conducted by Partnership staff. The following will be taken into account:

1. Cost – 50% of total score
2. Experience of Firm and Personnel – 40% of total score
3. Personnel Assigned to Partnership work– 10% of total score

The Partnership reserves the right to consider any additional information gathered by the Partnership or submitted by the vendor to evaluate the submitted quote.

Submission of a quote by a consultant will be judged to be the consultant's acceptance of the evaluation approach and as consultant recognition that some subjective judgments must be made by county staff during the evaluation process.

After completing the evaluation phase of the process, Partnership will enter into financial negotiations. The final selection will be based on the satisfactory outcome of these negotiations. The award shall be made to the responsible vendor whose quote is determined, at the Partnership's sole discretion to be the most advantageous to Partnership. The lowest cost will not be the sole determining factor. After the contract has been awarded, Partnership will notify the quote submitters of the outcome.

Contract Term

The anticipated term of the agreement shall begin upon execution and shall continue for three years, with the opportunity at the end of that term for one two-year renewal.

Contract Budget

The total contract amount will not exceed \$25,000 per year, and \$75,000 for the three year term. The vendor shall submit an invoice to the Partnership at the completion of services or other negotiated payment schedule. The Partnership makes no guarantee that there will be a need to expend the entire project budget.

General Contract Requirements**Contract Language**

The vendor must read the example contract language provided as Attachment 1. In order to enter into a contract with Partnership, a vendor must agree to include this language in the final contract.

Certificate of Insurance

The vendor shall provide a current copy of the company's Certificate of Insurance.

General Comments

Vendors can attach any additional information that they feel would help Partnership evaluate their submission at the end of the RFQ response. Please title this Attachment X – Additional RFQ Response Information.

Additional Attachments

Vendor's quote will consist of completion or acknowledgment of the following attachments.

Attachment 1 – Contract Terms (Vendor to read Partnership contract terms and sign the acknowledgment)

Attachment 1 – Contract Terms

The following terms are required when entering into a contractual relationship with Partnership. Please acknowledge that you will agree to the following contractual terms.

Audits, Reports, Records and Monitoring Procedures

The Vendor will:

- (a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- (b) Agree that the Partnership, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Vendor which are relevant to the Vendor's performance and determination of the agreed upon discounted payment rate under this Agreement.

Standards

- (a) The Contactor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- (b) Failure to meet the requirements of Section a. above may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation.

Vendor/Contractor Information Technology Usage Agreement

All vendors and contractors who access Partnership information technology resources in the course of their work for the Partnership are required to sign the Information Technology Usage Agreement (Exhibit 1) which becomes an attached exhibit to the contract. The vendor and contractors must ensure all their employees and agents comply with Partnership's Information Technology Usage Agreement.

Material, Work Performance and Ownership of Work Product(s)

Partnership agrees that contractor owns all rights, title and interest, including copyright, trade secret and all other intellectual property rights in the software provided and any changes, modifications or corrections to the Software except to that software specifically excluded by this provision, and the Partnership shall have a non-exclusive perpetual license to contractor's software and for the purpose of operating and maintaining the Contractor equipment. Any other work product, including but not limited to, software programs containing Partnership data, documentation, memoranda, correspondence, and files generated by the contractor in the course of this work for the Partnership shall be the sole property of the Partnership. All such work product must be surrendered to the Partnership at the completion of the Agreement. Work product which is subject to the Government Data Practices Act, Minnesota Statutes, Chapter 13 and regulations thereto must not be removed from the Partnership's worksite.

Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the contractor because of this agreement shall be governed by the Minnesota Government Data Practices Act (Act), Minn. Stat. Chap.13, as amended and Rules implementing the Act. The contractor is subject to the requirements of the Act and Rules and must comply as if it is a governmental entity subject to the Act and Rules. The remedies contained in section 13.08 of the Act shall apply to the contractor.

Nondiscrimination

Pursuant to Minn. Stat. Chapter 364 and Minn. Stat. 181.59 and General Partnership policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

Indemnity and Insurance

- (a) Indemnity. The Vendor does hereby agree that it will defend, indemnify, and hold harmless the Partnership, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which the Partnership may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of the Vendor, its agents, officers or employees during the performance of this Agreement.

(b) Insurance. The Vendor does further agree that in order to protect itself, as well as the Partnership, it will at all times during the term of the Agreement have and keep in force:

- a. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The Partnership, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
- b. Automobile coverage in the amount of the Partnership's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- c. Workers' Compensation in statutory amount (if applicable).

Evidence of Insurance shall be provided before this Agreement is effective. The Partnership shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the Vendor and the Partnership, and the Partnership elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the Partnership.

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative, or employee of the Partnership for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the Partnership and shall not be considered employees of the Partnership.

Neither the Vendor nor its employees will at any time be construed to be employees of the Partnership. The Vendor is responsible for its employees' compensation, fringe benefits and all insurance coverage.

Subcontracting and Assignment

The Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement without the prior written approval of the Partnership. Any assignment or novation may be made subject to such conditions and provisions as the Partnership may impose.

If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

Modifications

Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the Partnership and the Contractor shall not require written approval.

Merger

It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of the Agreement.

Firearms Prohibited

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the Vendor shall carry or possess a firearm on Partnership premises or while acting on behalf of Partnership pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Partnership under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

Performance

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the Partnership, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Services not performed in accordance with the terms and conditions of RFQ and contract shall be considered a material breach and shall be cause for immediate termination by Partnership. The Vendor shall not receive payment for work found by the Partnership to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by the Partnership to be unsatisfactory, the Partnership shall provide Vendor with written notice describing the work found to be unsatisfactory in any reasonable respect and thirty (30) days to correct the unsatisfactory service performed. Vendor shall work with the Partnership to correct the unsatisfactory service to Partnership's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of the Partnership, it shall be considered a material breach and shall be cause for immediate termination by Partnership.

Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the Partnership from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Partnership. Vendors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

Certification

By signing this agreement, the contractor certifies that it and its principals* and employees:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- (b) have not within a three year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local

- government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction, 2) violating any federal or state antitrust statutes, or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - (d) are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and
 - (e) shall immediately give written notice to the contract manager should the contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

* Principals, for the purpose of this certification, mean officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

Vendor acknowledgment

Signature: _____ **Date:** _____

Name: _____ **(Please print or type)**

Title: _____ **(Please print or type)**

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.g.

Subject: Approve 2018 Meeting Schedule of Governing Board

Type of Item: Action

Action Requested: Approve the 2018 Governing Board Meeting Schedule

Summary: The Joint Powers Agreement (JPA) provides guidance on the meeting schedule for the Governing Board:

- 5.3.1. The Board shall meet a minimum of three times a year including an organizational meeting in January, a meeting following the legislative session, and a meeting in the fall to set the next year's legislative platform.
- 5.3.2. Special meetings may be held on reasonable notice by the Chair or any two Members upon terms and conditions as the Board may determine. All Parties must be represented to constitute a quorum.

Staff recommend that the Governing Board meet three times in 2018, with specific dates to be identified in these months, and with the principal purpose of the meeting indicated:

January	Approve 2018 Legislative Platform May Review results of 2018 legislative session, Approval of Energy Lobbyist* Updates on cooperative projects
August	Establish Preliminary 2019 Legislative Platform Approve 2019 Partnership Budget

* It may be necessary to call a special meeting in February if the Governing Board would like to have the Energy Lobbyist under contract during the 2018 session.

Attachments: None

Financial Implications: None

Authorized Signatures:



Staff: _____

Partnership on Waste and Energy

Hennepin County, Ramsey/Washington Recycling & Energy Board

REQUEST FOR GOVERNING BOARD ACTION

Meeting Date: December 15, 2017

Item Number: 3.h.

Subject: 2018 Legislative Session

Type of Item: Discussion

Action Requested: None

Summary: At the Governing Board's next meeting it will be asked to approve a legislative platform. Attached is the former Solid Waste Management Coordinating Board's (SWMCB) platform, and the platform of the Solid Waste Administrators' Association (SWAA), for reference.

Attachments: 1. SWMCB 2017 Legislative Platform and SWAA Platform

Financial Implications: None

Authorized Signatures:

Staff:



The Solid Waste Management Coordinating Board

Adopted: November 30, 2016

The Solid Waste Management Coordinating Board (SWMCB) is a joint powers board comprised of two commissioners from Anoka, Carver, Dakota, Hennepin, Ramsey and Washington counties. To enhance intergovernmental coordination, the SWMCB also includes ex-officio representation from the Minnesota Pollution Control Agency (MPCA).

Member counties work together to increase the efficiency and environmental effectiveness of the region's solid waste management system to benefit taxpayers of the region. The SWMCB is the regional forum for policy development to improve waste management outcomes in the region and state.

2017 Legislative Principles

- 1. The SWMCB supports the State's solid waste management hierarchy that prioritizes recycling, composting, and processing over landfilling. The SWMCB supports measuring the progress on environmental and public health goals through waste management programming that will:**

- Reduce the amount and toxicity of waste;
- Separate and recover materials and energy from waste; and
- Reduce Landfilling.

The SWMCB also supports reducing barriers for developing new processing technologies.

- 2. The SWMCB supports local governments providing and planning for solid waste and recycling services. The SWMCB opposes pre-emption of local control and unfunded mandates.**
- 3. The SWMCB supports increased SCORE funding for recycling programs. The Solid Waste Management Tax dollars being diverted to the General Fund should be refocused on funding for SCORE and related recycling.**
 - SCORE funding improves the environment, increases jobs, enhances economic development, and incentivizes local governments to augment current recycling programs.
 - SCORE funding also helps support county/business partnerships to educate and assist in the implementation of the commercial recycling mandate.
 - SCORE funding helps improve the business environment for Minnesota with the development of recycling market initiatives to enhance the state's economy and support state recycling goals.

4. **The SWMCB supports replacement of all diverted funds as well as fully funding Metropolitan Landfill Contingency Action Trust Account (MLCAT) and Closed Landfill Investment Fund (CLIF).** These two critical programs ensure landfills, when closed, remain protective of our environment and water resources.
5. **The SWMCB supports product stewardship programs which focus on products hazardous to public health and safety.** Product stewardship programs shall include the basic principles of producer responsibility to provide environmental protection, local government cost recovery, indemnification of government from any product liability, and measurable and enforceable goals.
6. **The SWMCB supports State resources to increase organics collection and management and to reduce food waste.** The public and private sectors need resources to facilitate increased organics recycling efforts.
7. **The SWMCB supports the MPCA ensuring compliance with Minn. Statutes §473.848.** Ensuring compliance is not the responsibility of the counties.



2018 Policy Platform

Solid Waste Management Tax	SWAA supports allocating 100 percent of the revenue generated by the Solid Waste Management Tax (SWMT) to state and county waste management activities.
E-Waste	SWAA supports efforts to make improvements that would maximize the e-waste recycling program. Additionally, SWAA supports the use of manufacturer payments to fully reimburse county collection efforts.
On-Site Burning of Solid Waste	SWAA supports a state initiative to 'close the loophole' that allows for the continuation of on-site Municipal Solid Waste (MSW) burning activities. This initiative should be implemented at the state level, and not left to each county to decide.
New Solid Waste Programs	SWAA opposes any new legislation which would provide for the implementation of any new solid waste related programs if corresponding legislation does not provide for full, long-term sustainable funding for the implementation, administration, and execution of said program.
Processing/ Waste-to-Energy Facilities	SWAA supports increased incentives by the state for the development and permitting of new or expansion of existing solid waste processing facilities, including organics recovery, organics composting and waste-to-energy (WTE) facilities.
Landfill Capacity	SWAA supports efforts in the development of a clear plan and process through MPCA rules and policy to address state-wide landfill capacity, certificate of need, environmental review, and landfill siting.

Product Stewardship

SWAA supports product stewardship among manufacturers, retailers, and consumers, with an emphasis on industry through an Extended Producer Responsibility framework approach, which creates producer-led reductions, reuse, and recycling programs, to deal with a product's lifecycle impacts from design through end-of-life management, which does not rely on local government programs and finances.

Solid Waste Rule Revisions

SWAA supports the coordinated statewide revision of state statute, rules, and policy related to solid waste to address discrepancies that exist between the waste management act, existing policy/rules and current practices/trends in the waste industry. This work should be conducted with a coordinated group of statewide stakeholders.

Waste Reduction Initiatives

SWAA supports manufacturer incentives that would reduce the amount of waste packaging associated with their products.

Solid Waste as Renewable Resource

SWAA encourages continued state support/incentives for the energy industry to utilize solid waste facilities as a part of their sustainable, renewable energy resource programs.

Waste Assurance

SWAA supports efforts to streamline, modify, or simplify state requirements and/or barriers to utilizing waste assurance tools.

Inverse Condemnation

SWAA opposes any legislation which would further restrict, hinder, or impair a local unit of government's ability to organize waste collection services, or which would require a Local Unit of Government (LGU) to compensate a private waste hauler for claimed lost business due to LGU's decision to organize waste collection.

Innovative Technologies

SWAA supports state leadership in creating incentives and educational opportunities to promote new or alternative methods of waste reduction, reuse, recycling, beneficial reuse, processing, and disposal.

Legislative Solid Waste Committee

SWAA supports the establishment of a bi-partisan, bi-cameral committee to address solid waste related issues

Closed Landfill Program

SWAA supports adequate funding and preservation of the closed landfill program (CLP), including both the Closed Landfill Investment Fund (CLIF) and the Metropolitan Landfill Contingency Action Trust (MLCAT). Additionally, SWAA supports protecting these funds from uses other than Landfill Cleanup Program uses, in accordance with Minnesota Statutes 115.39-115B.444, in order to generate a sufficient fund balance to take care of the needs of closed landfills throughout Minnesota in the future.

Permitting of Demolition Land Disposal Facilities

SWAA supports requiring the MPCA to issue, and/or re-issue all demolition land disposal facility permits, in a timely manner, in accordance with the MPCA's 2005 Guidance Document (as listed on the MPCA website) until such guidance are otherwise modified by new Rule or Statute.

Glass Recycling

SWAA supports the use of crushed glass in the construction of roads and in the construction and operation of landfills or other beneficial uses; this use is considered recycling and included in SCORE goals.

Market Development

SWAA supports coordinated statewide market development for materials recoverable from waste, including efforts to create commodity markets for material otherwise found in waste. SWAA supports state economic development funding to support businesses that use recovered materials.

Prohibitive or Limiting Legislation

SWAA opposes any legislation that limits, prohibits or interferes with a county's ability to implement any component of its solid waste management plan as required by Minnesota Statutes Chapters 400 and 473.

Sales Tax Rebates for Processing Facilities

SWAA supports solid waste management tax rebates to entities that recover, recycle, or reuse material from which the solid waste management tax has already been remitted.