



RAMSEY/WASHINGTON COUNTY  
**RESOURCE RECOVERY PROJECT**

2785 White Bear Avenue N. • Suite 350 • Maplewood, Minnesota 55109 • 651.266.1195 • Fax: 651.266.1177

**MEETING NOTICE**  
**RAMSEY/WASHINGTON COUNTY**  
**RESOURCE RECOVERY PROJECT EXECUTIVE COMMITTEE MEETING**

**DATE:** December 16, 2010

**TIME:** 9:00 am

**PLACE:** Resource Recovery Project  
3<sup>rd</sup> Floor Conference Room  
2785 White Bear Avenue, Suite 350  
Maplewood, MN 55109

**AGENDA:**

**I. CALL TO ORDER**

**II. APPROVAL OF AGENDA**

**III. APPROVAL OF MINUTES – December 17, 2009**

**IV. BUSINESS**

- A. Foth Infrastructure & Environment LLC 2011 Contract Amendment
- B. Stoel Rives LLC 2011 Contract Amendment
- C. Taitt & Associates, Inc. 2011 Contract Amendment
- D. Superior Consulting Services 2011 Contract Amendment

**V. OTHER BUSINESS**

- A. Draft 2011 Resource Recovery Project Work Plan
- B. Staff Updates
- C. Other

**Executive Committee Members:**

Chair: Commissioner Victoria Reinhardt

Vice-Chair: Commissioner Gary Kriesel

Member: Commissioner Dennis Hegberg

**RAMSEY/WASHINGTON COUNTY  
RESOURCE RECOVERY PROJECT EXECUTIVE COMMITTEE  
THURSDAY, DECEMBER 17, 2009  
MINUTES**

A meeting of the Executive Committee of the Ramsey/Washington County Resource Recovery Project was held at 1:00 PM December 17, 2009 at the Ramsey County Environmental Health Office, 2785 White Bear Avenue, Maplewood, Minnesota.

**MEMBERS PRESENT:**

Commissioner Dennis Hegberg – Washington County  
Commissioner Gary Kriesel – Washington County  
Commissioner Victoria Reinhardt – Ramsey County

**ALSO ATTENDING:**

Zack Hansen, Judy Hunter, George Kuprian, Katie Shaw

**CALL TO ORDER/APPROVAL OF THE AGENDA:**

Chair Reinhardt called the meeting to order. Commissioner Hegberg moved, seconded by Commissioner Kriesel, to approve the agenda.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**APPROVAL OF THE DECEMBER 15, 2008 MINUTES:**

Commissioner Kriesel moved, seconded by Commissioner Hegberg, to approve the minutes.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC 2010 CONTRACT AMENDMENT:**

Commissioner Kriesel moved, seconded by Commissioner Hegberg that the Executive Committee for the Project hereby approves the amendments to the Agreement with Foth Infrastructure & Environment, LLC, in an amount not to exceed \$95,000 with a term from January 1, 2010 to December 31, 2010 and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorneys.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**STOEL RIVES, LLC 2010 CONTRACT AMENDMENT:**

Commissioner Kriesel moved, seconded by Commissioner Hegberg that the Executive Committee for the Project hereby approves the amendments to the Agreement with Stoel Rives LLP, in an amount not to exceed \$40,000 with a term from January 1, 2010 to December 31, 2010 and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorneys.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**J. L. TAITT & ASSOCIATES 2010 CONTRACT AMENDMENT:**

Commissioner Kriesel moved, seconded by Commissioner Hegberg that the Executive Committee for the Project hereby approves the amendments to the Agreement with J. L. Taitt & Associates, in an amount not to exceed \$60,000 with a term from January 1, 2010 to December 31, 2010, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorneys.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**SUPERIOR CONSULTING SERVICES 2010 CONTRACT AMENDMENT:**

Commissioner Hegberg moved, seconded by Commissioner Kriesel that the Executive Committee for the Project hereby approves the amendment to the Agreement with Superior Consulting Services, in an amount not to exceed \$1,500 for the period January 1, 2010 to December 31, 2010, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorneys.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**SECOND HARVEST HEARTLAND AND FOOD RESCUE:**

Commissioner Hegberg moved, seconded by Commissioner Kriesel that the Ramsey/Washington County Resource Recovery Project Executive Committee hereby approves the Service Agreement with Second Harvest Heartland and authorizes the Project Board Chair to execute the agreement for the pilot project.

Roll Call:       Ayes: - 3       Nays: - 0       Motion Carried.

**OTHER BUSINESS:**

Zack Hansen summarized a letter he received from the St. Paul Port Authority which they propose to develop an anaerobic digestion facility that would provide biogas to Rock-Tenn. The initial facility will be sized for 25,000 to 50,000 tons of organics. They would need Ramsey, Washington and Hennepin Counties to provide a minimum of 25,000 tons of source separated organics from household and commercial/industrial waste streams. The SPPA would finance the facility and are seeking federal grants to offset a portion of capital costs.

Zack Hansen updated the Committee regarding a letter he received from RRT with their desire to supply Great River Energy's Elk River power plant (GRE) with RDF processed from Ramsey & Washington Counties MSW during January & February 2010. Historically, these tons would go to landfill. The letter just confirms the Counties willingness to support this. They will forward the results in March 2010.

Judy Hunter updated the Committee regarding a couple of interns who are with Green Corps which is a State program for green alternatives and are working with the Counties. The first intern will be working with facility staff on energy use and educating employees. The second intern is starting a food waste recycling program in schools to reduce waste and educate.

RAMSEY/WASHINGTON COUNTY  
RESOURCE RECOVERY PROJECT  
EXECUTIVE COMMITTEE MINUTES  
DECEMBER 17, 2009

**ADJOURNMENT:**

Chair Reinhardt adjourned the meeting at 2:00 p.m.

Approved: \_\_\_\_\_  
Commissioner Victoria Reinhardt

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT  
REQUEST FOR EXECUTIVE COMMITTEE ACTION**

**COMMITTEE MEETING DATE** December 16, 2010 **DATE SUBMITTED:** December 6, 2010

**FROM:** Joint Staff Committee

**DOCUMENT DESCRIPTION:** **Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC (Foth)**

- 1) Exhibit A & B
- 2) Resolution

**BACKGROUND:**

The Project has an engineering consultant under contract for a variety of services. These include assistance with monitoring ongoing operations of RRT, annual inspection of RRT and Xcel facilities, evaluation of solid waste data and processing technologies, and policy development and research associated with waste processing.

In 2010, Foth completed initial research on commercially available organic waste, as part of ongoing work related to the exploration of anaerobic digestion technology. Other services included work related to the RRT Processing Agreement, including monitoring of waste deliveries to the Facility, communication with waste haulers, and evaluation of the solid waste market. The 2011, work scope includes research and analysis on the future (post 2012) county role in processing, an update of research on alternative technologies, and additional economic research and market analysis on the collection, transfer and disposal pricing system.

**PROJECT BOARD ACTION REQUESTED:**

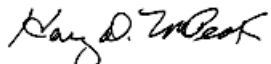
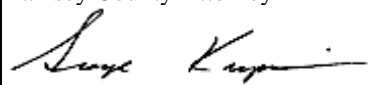

Authorize the Chair of the Executive Committee to execute the amendments to the Agreement for Engineering Services between the Project and Foth Infrastructure & Environment, LLC in a form to be approved by the County Attorney, to extend the term through December 31, 2011, in the amount not to exceed of \$95,000 for services in 2011, and to adopt the revised scope of services and revised 2011 rates in Exhibits A and B respectfully.

**FINANCIAL IMPLICATIONS OF ACTION:**

The 2010-2011 approved Resource Recovery Project Budget has \$95,000 for engineering services for 2011.

**ADMINISTRATIVE COMMENTS:**

**REVIEWED BY:**

	12.8.10		
Ramsey County Attorney	Date		
	12.6.10		12.6.10
Washington County Attorney	Date	Budgeting & Accounting	Date

**Amendment #8 to Agreement for Professional Services with  
Foth Infrastructure & Environment LLC**

This is an amendment to the Agreement for Engineering Services between the Ramsey/Washington Resource Recovery Project Board Contract and Foth Infrastructure & Environment LLC dated February 24, 2003, entered into by and between the parties as follows:

**1. SECTION 2. Scope of Services**

Is amended by the addition of the language set forth in the attached Exhibit A.

**2. SECTION 4. Reimbursement and Payment**

Is amended by the addition of the language set forth in the attached Exhibit B. Compensation paid to Consultant for services provided during the period January 1, 2011, through December 31, 2011 shall not exceed \$95,000, inclusive of permitted reimbursable expenses and mileage.

**3. SECTION 20. Term**

The Term of this Agreement is extended to December 31, 2011.

All other terms and conditions of the Contract with Foth Infrastructure & Environment LLC unless specifically amended herein remain in full force and effect.

**EXHIBIT A**  
**Foth Infrastructure & Environment, LLC**  
**2011 SCOPE OF SERVICES**

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

1. Conduct an annual inspection of the Resource Recovery Technologies, LLC (RRT) Newport Facility on behalf of the PROJECT for the purpose of evaluating vendor compliance with the Service Agreement and to identify issues of concern. The annual inspection shall include the Xcel combustion facilities as requested by the Joint Staff Committee.
2. Review and advise the PROJECT on any proposed physical changes to the Facility proposed by RRT and assist staff during the implementation phase. Specifically:
  - a. Provide technical review of plans, specifications and cost estimates for proposed modifications to the Facility or operations.
  - b. Assist in preparing staff evaluation for Board review.
  - c. Provide construction monitoring, including preparation of construction progress reports, for review of payment requests by RRT, and provide start-up assistance as may be required for any physical modifications to the Facility.
3. Prepare an updated analysis of alternative waste processing technologies that will assist the COUNTIES and PROJECT in future planning. The specific technologies to be addressed will be determined by the PROJECT staff in consultation with the CONSULTANT.
4. As requested, provide engineering and technical consultation to assist the COUNTIES and PROJECT on a number of issues, including, but not limited to:
  - a. Economic research and market analysis for collection, transfer and disposal pricing in the region;
  - b. Monitoring waste deliveries by haulers and from other counties;
  - c. Serving as a liaison with waste haulers;
  - d. Assisting in negotiations with RRT;
  - e. Combustion capacity for RDF;
  - f. Data management;
  - g. Providing recommendations on the management of certain waste streams including construction and demolition and industrial waste;
  - h. Research and analysis and assistance with management of organic waste streams;
  - i. Assistance in development of the COUNTIES respective solid waste master plans;
  - j. Research and analysis on future county role in processing and other areas; and
  - k. Other duties of an engineering or technical nature.
5. As requested, provide consultation, technical assistance, evaluation, or coordination as directed by the PROJECT.
6. As requested, meet with PROJECT and COUNTY staff, attend PROJECT Board meetings, and provide oral or written analysis to support recommendations to the PROJECT Board.

## **EXHIBIT B**

Charges for staff and expenses will appear in summary form on invoices. Foth will provide detailed back up information upon request to address any questions.

### **Rates for Staff Identified as Available To the Resource Recovery Project**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Warren Shuros	Senior Project Manager	\$157
John Pearson	Project Director	\$153
Jim Miles-Polka	Project Director	\$154
Curt Hartog	Senior Technical Consultant	\$137
Jessica Graveen	Project Engineer	\$90
Nate Klett	Staff Engineer	\$114
Gene Skenandore	Lead Mechanical Engineer	\$141
Bruce Bullough	Lead Process Engineer	\$142
Brian Sperrazza	Lead Hydrogeologist	\$118
Kathy Osborne	Senior Project Manager	\$147
Dan Krivit	Senior Project Manager	\$150

Rate schedules and resource charges/expenses shall be adjusted annually. Rates for staff not listed above will be based on the ranges below and their respective experience levels.

### **Foth Infrastructure & Environment, LLC 2011 Environmental Services Standard Rate Schedule**

<u>Labor Classification</u>	<u>Hourly Rate</u>
Director/Principal	\$ 150.00 - \$215.00
Senior Project Manager	\$ 125.00 - \$195.00
Senior Consultant	\$ 130.00 - \$170.00
Project Manager	\$ 100.00 - \$145.00
Lead Engineers	\$ 105.00 - \$165.00
Project Engineer	\$ 95.00 - \$130.00
Engineer	\$ 85.00 - \$105.00
Lead Environmental Scientist	\$ 100.00 - \$165.00
Project Scientist	\$ 85.00 - \$100.00
Scientist	\$ 65.00 - \$ 90.00
Lead Planner	\$ 100.00 - \$140.00
Project Planner	\$ 80.00 - \$110.00
Planner	\$ 65.00 - \$ 85.00
Project Designer/Technician	\$ 80.00 - \$105.00
Technician/CADD	\$ 55.00 - \$ 90.00
GIS Specialist	\$ 95.00 - \$125.00
Lead Administrative Assistant/Editor	\$ 65.00 - \$ 80.00
Administrative Assistant	\$ 55.00 - \$ 70.00
Clerical	\$ 50.00 - \$ 60.00



**Foth Infrastructure & Environment, LLC**  
**2011 Standard Resource Charges**

Item	Cost basis	Std charge
<b>Computer Usage</b>		
AutoCAD/Intergraph	Cost/Usage	\$15.00/hr
Personal Computer	Cost/Usage	\$10.00/hr
High End Software	Cost/Usage	\$15.00 - 25.00/hr
<b>Travel</b>		
Automobile Travel	Mileage	\$0.55/mi <sup>(1)</sup>
Public Transportation	--	Cost
Subsistence and Lodging	--	Cost
Survey Vehicles	Mileage	\$0.88/mi
Off Road Vehicle Usage	Day	\$5.00
<b>CADD Plotting/Drawing Reproduction</b>		
Bond (black & white)	Equipment/Labor/Material	\$0.30/sq ft
Vellum (black & white)	Equipment/Labor/Material	\$1.50/sq ft
Mylar (black & white)	Equipment/Labor/Material	\$2.70/sq ft
Bond (color)	Equipment/Labor/Material	\$1.20/sq ft
Film (color)	Equipment/Labor/Material	\$2.00/sq ft
<b>Equipment</b>		
Special equipment rates quoted on an individual basis, if requested.		
Subconsultants (drilling, laboratory, etc.)	--	Cost
Miscellaneous	--	Cost

Note: This list is not all inclusive but represents the most common resource charges applied to Foth Infrastructure & Environment, LLC projects.

<sup>(1)</sup> Mileage rates are subject to change based on Federal Government Standards and economic conditions.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

By: \_\_\_\_\_ Date  
Project Board Chair

**Funds Available:**

Ramsey County Fund Number:

By: \_\_\_\_\_ Date  
Ramsey County Budgeting & Accounting

**Approved as to Form and Insurance:**

By: \_\_\_\_\_ Date  
Ramsey Assistant County Attorney

**Approved as to Form:**

By: \_\_\_\_\_ Date  
Washington Assistant County Attorney

**Recommended By:**

By: \_\_\_\_\_ Date  
Lead Member, Joint Staff Committee

Foth Infrastructure and Environment, LLC

By: \_\_\_\_\_ Date  
Vice President

By: \_\_\_\_\_ Date  
Senior Project Manager

Resolution 2010-RR- \_\_

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, There are a number of engineering and policy issues for the Project and Counties to deal with; and

WHEREAS, The Project has contracted with Foth Infrastructure & Environment, LLC to carry out the engineering services associated with the Joint Powers and Service Agreement; and

WHEREAS, Foth Infrastructure & Environment, LLC is willing to provide consulting services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section IV.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2010-2011 Resource Recovery Project Budget has approved \$95,000 for outside engineering services for 2011.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendments to the Agreement with Foth Infrastructure & Environment, LLC, in an amount not to exceed \$95,000 with a term from January 1, 2011 to December 31, 2011 and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

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Commissioner Victoria Reinhardt, Chair

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Date

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT  
REQUEST FOR EXECUTIVE COMMITTEE ACTION**

**BOARD MEETING DATE:** December 16, 2010 **DATE SUBMITTED:** December 6, 2010

**FROM:** Joint Staff Committee

**DOCUMENT DESCRIPTION:** **Amendment to Agreement for Professional Services with Stoel Rives LLP**

- 1) Exhibit A & B
- 2) Resolution

**BACKGROUND:**

The Resource Recovery Project has retained the firm of Stoel Rives LLP for consulting services on policy and legal matters. Stoel Rives has significant expertise in waste, environmental and energy, and has been important in Project work related to RRT and policy development.

In 2010 the Project used a limited amount of services of Stoel Rives LLP, but staff expect work will be needed for policy legal issues associated with the processing agreement, the fuel agreement between Xcel Energy and RRT, and regional and state waste processing policy development. The 2010-2011 approved Resource Recovery Project Budget has \$40,000 for outside policy and legal services for 2011.

**PROJECT BOARD ACTION REQUESTED:**

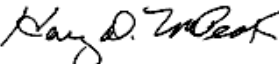
Authorize the Chair of the Executive Committee to execute the amendments to the Agreement for Professional Services between the Project and Stoel Rives LLP, in a form to be approved by the County Attorney, and to extend the term through December 31, 2011, in an amount not to exceed of \$40,000 for services in 2011 and to adopt the revised Exhibits A and B.

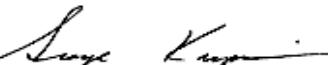
**FINANCIAL IMPLICATIONS OF ACTION:**


The 2010-2011 approved Resource Recovery Project Budget has \$40,000 for outside policy and legal services for 2011.

**ADMINISTRATIVE COMMENTS:**

**REVIEWED BY:**

  
 \_\_\_\_\_ 12.6.10  
 Ramsey County Attorney Date

  
 \_\_\_\_\_ 12.6.10  
 Washington County Attorney Date

  
 \_\_\_\_\_ 12.6.10  
 Budgeting & Accounting Date

## **Amendment # 6 to Agreement for Professional Services with Stoel Rives, LLP**

This is an amendment to Agreement for Professional Services between the Ramsey/Washington Resource Recovery Project Board and Stoel Rives, LLP dated May 26, 2006 entered into by and between the parties as follows:

### **1. SECTION 1 SCOPE OF SERVICES**

Is amended by the addition of the language set forth in the attached Exhibit A.

### **2. SECTION 2 TERM**

The Term of this Agreement is extended to December 31, 2011.

### **3. SECTION 3 COST AND PAYMENT**

Is amended by the addition of the language set forth in the attached Exhibit B.

**Amendment to EXHIBIT A**

**Stoel Rives LLP**

**SCOPE OF SERVICES**

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

For the period January 1, 2011, through December 31, 2011, as directed by the Joint Staff Committee:

1. Provide analysis and advice on policy and legal issues associated with the RRT Processing Agreement.
2. Provide analysis and advice on other policy and legal issues related to processing, waste to energy, organic waste management, or solid waste management, as needed.

**Amendment to Exhibit B**

**Billing Rate**

**Stoel Rives LLP Blended Billing Rate**

For the period January 1, 2011 through December 31, 2011 the blended hourly rate of attorneys and legal assistants working under the contract shall not exceed \$345/hour, in an amount not to exceed \$40,000, including reimbursable expenses. All attorney and legal assistant rates shall include a 10% public sector discount from their normal hourly rates.

**Reimbursable Expenses**

Stoel Rives LLP shall bill reimbursable expenses at the following rates:

- Photocopies \$0.12 per page
- Computer assisted legal research Actual cost

All other terms and conditions of the Agreement with Stoel Rives, LLP unless specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

By: \_\_\_\_\_  
Project Board Chair

\_\_\_\_\_ Date

**Funds Available:**

Ramsey County Fund Number:

By: \_\_\_\_\_  
Ramsey County Budgeting & Accounting

\_\_\_\_\_ Date

**Approved as to Form and Insurance:**

By: \_\_\_\_\_  
Ramsey Assistant County Attorney

\_\_\_\_\_ Date

**Approved as to Form:**

By: \_\_\_\_\_  
Washington Assistant County Attorney

\_\_\_\_\_ Date

**Recommended By:**

By: \_\_\_\_\_  
Lead Member, Joint Staff Committee

\_\_\_\_\_ Date

Resolution 2010-RR-

WHEREAS, Ramsey and Washington (the "Counties") desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties' residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, there are a number of policy and legal issues for the Project and Counties to deal with; and

WHEREAS, the Project has contracted with the firm of Stoel Rives LLP to carry out the consulting services associated with waste processing; and

WHEREAS, Stoel Rives LLP is willing to provide consulting services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2010-2011 Resource Recovery Project Budget has approved \$40,000 for outside legal services for 2011.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendments to the Agreement with Stoel Rives LLP, in an amount not to exceed \$40,000 with a term from January 1, 2011 to December 31, 2011 and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

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Commissioner Victoria Reinhardt, Chair

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Date



**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT  
REQUEST FOR EXECUTIVE COMMITTEE ACTION**

**BOARD MEETING DATE:** December 16, 2010 **DATE SUBMITTED:** December 8, 2010

**FROM:** Joint Staff Committee

**DOCUMENT DESCRIPTION:** **Amendment to Agreement for Professional Services with J. L. Taitt & Associates**  
 1) Amendment with Exhibit A & B  
 2) Resolution

**BACKGROUND:**

The Project continues to work in providing and implementing food waste recycling programs in schools and other public and private facilities. In 2010 the Project completed additional work to expand service in schools in the two Counties, worked with assisted living facilities to include food waste recycling in those operations, worked on research related to organic waste availability, and assisted Ramsey County with food waste recycling at County facilities.

In 2011 the program will continue to expand outreach to public and private schools and assisted living communities. In addition, work will include research on organic waste policy changes, in cooperation with staff and other consultants.

**PROJECT BOARD ACTION REQUESTED:**


Authorize the Chair of the Executive Committee to execute the amendments to the Agreement for Professional Services between the Project and J. L. Taitt & Associate in a form to be approved by the County Attorney, to extend the term through December 31, 2011 in the amount not to exceed of \$60,000 for services in 2011 and to adopt the revised scope of services and revised rates as contained in Exhibits A and B respectfully.

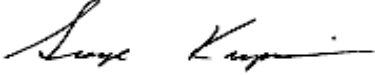
**FINANCIAL IMPLICATIONS OF ACTION:**


The 2010-2011 approved Resource Recovery Project Budget has \$60,000 for other services for 2011.

**ADMINISTRATIVE COMMENTS:**

**REVIEWED BY:**

  
 \_\_\_\_\_ 12.8.10  
 Ramsey County Attorney Date

  
 \_\_\_\_\_ 12.8.10  
 Washington County Attorney Date

  
 \_\_\_\_\_ 12.8.10  
 Budgeting & Accounting Date

## **Amendment # 8 to Agreement for Professional Services with J.L. Taitt & Associates**

This is an amendment for Professional Services between the Ramsey/Washington Resource Recovery Project Board Contract and J.L. Taitt & Associates dated June 26, 2003 entered into by and between the parties as follows:

**1. SECTION I. Scope of Services.**

Is amended by the addition of the language set forth in the attached Exhibit A.

**2. SECTION III. Term**

The Term of this Agreement is extended to December 31, 2011.

**3. SECTION IV. Reimbursement/Payment.**

Is amended by the addition of the language set forth in the attached Exhibit B. Compensation paid to Contractor for services provided during the period January 1, 2011, through December 31, 2011, shall not exceed \$60,000, inclusive of permitted reimbursable expenses and mileage.

All other terms and conditions of the Contract with J.L. Taitt & Associates unless specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

By: \_\_\_\_\_  
Project Board Chair Date

**Funds Available:**

Ramsey County Fund Number:

By: \_\_\_\_\_  
Ramsey County Budgeting & Accounting Date

**Approved as to Form and Insurance:**

By: \_\_\_\_\_  
Ramsey Assistant County Attorney Date

**Approved as to Form:**

By: \_\_\_\_\_  
Washington Assistant County Attorney Date

**Recommended By:**

By: \_\_\_\_\_  
Lead Member, Joint Staff Committee Date

**J L TAITT AND ASSOCIATES**

By: \_\_\_\_\_  
President Date

**EXHIBIT A**  
**J L TAITT & ASSOCIATE -- 2011 SCOPE OF SERVICES**  
**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

**Purpose:** The purpose of this Agreement is to secure professional services from a qualified consultant to assist the Resource Recovery Project (PROJECT) in providing technical assistance, research and active marketing and outreach services in the two Counties concerning food waste recovery, other organics diversion, recycling collection systems and least-cost garbage hauling and disposal services.

**Task 1: Provide technical assistance to Ramsey and Washington Counties on food waste recovery and related issues as they develop their Solid Waste Master Plans**

The CONTRACTOR will assist PROJECT Joint Staff, as needed, in the following ways:

1. Review background materials such as existing Ramsey and Washington County Solid Waste Master Plans, regional solid waste plans, and policy reports.
2. Work with County staff and other PROJECT consultants, as appropriate.
3. Attend meetings as directed by PROJECT Joint Staff.

***Deliverables***

Technical assistance as determined and directed by PROJECT Joint Staff.

**Task 2: Provide outreach services focused on K-12 charter and private schools located in Ramsey and Washington Counties**

The CONTRACTOR will use a previously updated list of K-12 charter and private schools in Ramsey and Washington Counties for the purpose of deciding on a priority list of schools to receive outreach services by February 2011:

1. Evaluate with PROJECT Joint Staff a priority list of K-12 charter and private schools for outreach services and strategies to provide outreach services to K-12 charter and private schools
2. Based on the priority list, provide outreach services to charter and private schools. Outreach services are focused on making these schools aware of food waste recovery options and getting them started on decisions about food waste management and may include:
  - Initial contact by telephone, mail or email, followed by
  - Active one-on-one contact (by phone or in person)
  - Providing information and education on food waste recovery options available including
  - Providing previously developed outreach services tools
  - Provide technical assistance to organizations that request further assistance

***Deliverables***

A brief summary of types of outreach services provided, how outreach services were received, types of actions/steps taken by K-12 charter and private schools, reaction by schools to outreach services and recommendations for next steps.

**Task 3: Provide technical assistance and liaison services to Ramsey County K-12 public schools as requested**

The CONTRACTOR will provide technical assistance and liaison services to selected Ramsey County K-12 public schools for the implementation of food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling and disposal services:

1. Provide technical assistance to develop district-wide and/or individual school work plans to implement food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling and disposal services.
2. Serve as a liaison between PROJECT and COUNTY staff, key school personnel and livestock feeding service providers, recyclers and garbage haulers to facilitate the implementation of food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling services:
  - Coordinate with key school personnel to implement the work plan.
  - Coordinate with PROJECT and COUNTY staff providing assistance at schools prior to and during “Week 1” of food waste recovery, organics diversion and/or recycling collection systems.
  - Coordinate the services provided by food waste recovery, organics diversion, recycling and garbage hauling and disposal services.
  - Coordinate with school personnel conducting garbage and recycling volume surveys and develop recommendations to “right size” garbage services as appropriate.
  - Trouble-shoot and problem solve, as needed, by supporting a “team” effort among all stakeholders.
3. Attend meetings at participating schools, as appropriate.
4. Routinely discuss and determine with PROJECT and COUNTY staff priorities and timelines for technical assistance and liaison services provided.

***Deliverables***

The implementation of food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling and disposal services at selected K-12 public schools in Ramsey County.

**Task 4: Provide technical assistance and liaison services to Washington County K-12 public schools as requested**

The CONTRACTOR will provide technical assistance and liaison services to selected Washington County K-12 public schools for the implementation of food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling and disposal services:

1. Provide technical assistance to develop district-wide and/or individual school work plans to implement food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling and disposal services.
2. Serve as a liaison between PROJECT and COUNTY staff, key school personnel and livestock feeding service providers, recyclers and garbage haulers to facilitate the

implementation of food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling services:

- Coordinate with key school personnel to implement the work plan.
  - Coordinate with PROJECT and COUNTY staff providing assistance at schools prior to and during “Week 1” of food waste recovery, organics diversion and/or recycling collection systems.
  - Coordinate the services provided by food waste recovery, organics diversion, recycling and garbage hauling and disposal services.
  - Coordinate with school personnel conducting garbage and recycling volume surveys and develop recommendations to “right size” garbage services as appropriate.
  - Trouble-shoot and problem solve, as needed, by supporting a “team” effort among all stakeholders.
3. Attend meetings at participating schools, as appropriate.
  4. Routinely discuss and determine with PROJECT and COUNTY staff priorities and timelines for technical assistance and liaison services provided.

### ***Deliverables***

The implementation of food waste recovery, organics diversion, recycling collection systems and least-cost garbage hauling and disposal services at selected K-12 public schools in Washington County.

### **Task 5: Provide technical assistance and liaison services to Ramsey & Washington County facilities as requested**

The CONTRACTOR will provide technical assistance to implement food waste recovery programs at select Ramsey & Washington County facilities and provide ongoing technical assistance to facilities that have previously implemented food waste recovery programs. These facilities may include, but are not limited to:

- Ramsey County Union Depot
- Washington County Jail

The CONTRACTOR will:

1. Evaluate previously implemented food waste recovery programs and provide ongoing technical assistance as appropriate.
2. Develop plans to implement food waste recovery programs at selected facilities.
3. Inform and educate key groups of facilities personnel about implementation plans.

The CONTRACTOR will serve as a liaison between PROJECT and COUNTY staff and livestock feeding service providers to facilitate the implementation of food waste recovery:

1. Coordinate with key facilities personnel to implement the food waste recovery plan.
2. Coordinate with PROJECT and COUNTY staff providing assistance at facilities prior to and during “Week 1” of food waste recovery launch
3. Coordinate the services provided by livestock feeding service providers.
4. Trouble-shoot and problem solve, as needed, by supporting a “team” effort among all stakeholders.
5. Attend meetings at selected facilities as needed.

6. Routinely discuss and determine with PROJECT and COUNTY staff priorities and timelines for technical assistance and liaison services provided.

### ***Deliverables***

The evaluation of previously implemented food waste recovery programs and ongoing technical assistance as appropriate, and the implementation of new food waste recovery programs at select Ramsey & Washington County facilities.

### **Task 6: Provide outreach services focused on aging services organizations such as long-term care facilities and assisted living communities in Ramsey and Washington Counties**

The CONTRACTOR will develop and facilitate a continuing education seminar on food waste recycling to be held at the Ramsey County Care Center in April 2011. The targeted audience for the seminar includes administrators, foodservice directors, dietary managers, facilities managers, maintenance directors and housekeeping managers.

The CONTRACTOR will provide outreach services to aging services organizations. Outreach services will be:

1. Provided in follow up to the continuing education seminar held at the Ramsey County Care Center.
2. Focused on making aging services organizations aware of food waste recovery options and getting them started on decisions about food waste management.

### ***Deliverables***

- A continuing education seminar on food waste recycling at the Ramsey County Care Center in April 2011.
- Brief summary of types of outreach services provided, how outreach services were received, types of actions/steps taken by assisted living communities, reaction by communities to outreach services and recommendations for next steps.

### **Task 7: Reports on K-12 school outcomes and accomplishments**

The CONTRACTOR will provide the following reports:

1. A report summarizing the CONTRACTOR'S impact on food waste recovery in Ramsey and Washington County K-12 schools since 2003 by June 1, 2011.
2. Quarterly reports on the outcomes and accomplishments due to outreach services provided to K-12 schools in 2011

### **Task 8: Evaluate Outreach Services**

In May and September 2011, the PROJECT Joint Staff and CONTRACTOR will:

- Jointly evaluate the progress made in Tasks 1 through 6 and remaining budget.
- Make adjustment in priorities of project Tasks and CONTRACTOR services provided, as necessary.

**Task 9: Attend Meetings**

The CONTRACTOR will attend meetings with PROJECT Joint Staff:

- One kick-off meeting in January 2011
- One mid-year meeting in June 2011

**Task 10: Project Management**

The CONTRACTOR will:

- Contact PROJECT and County staff by phone and email to discuss project, as needed
- Perform organizational and administrative duties.
- Email PROJECT and County staff brief, monthly progress reports.



## EXHIBIT B

### Project Fee Schedule

The project fee schedule includes an hourly consulting fee and reimbursable expenses:

<b>Project Personnel</b>	<b>Title</b>	<b>Hourly Rate</b>
Jodi Taitt	President	\$120

Project personnel and hourly rate will be identified and tracked as a separate billing line for each task in the scope of services on invoices.

**Reimbursable Expenses:** include all out-of-pocket expenses incurred by project personnel in connection with the performance of the project. These expenses include, but are not limited to, duplication and printing costs, photocopies, postage expenses, messenger fees, fax charges, long distance phone charges and mileage.

Resolution 2010-RR-

WHEREAS, Ramsey and Washington (the “Counties”) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, The Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, The Project entered into a contract with J.L. Taitt & Associates in 2003 for evaluation and implementation of opportunities to increase the separate management of organic wastes; and

WHEREAS, Direct outreach and implementation services are needed to encourage further separate management of organic waste by organizations in the Counties; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, The 2010-2011 approved Resource Recovery Project Budget has \$60,000 identified for these services for 2011. NOW, THEREFORE, BE IT

RESOLVED the Executive Committee for the Project hereby approves the amendments to the Agreement with J. L. Taitt & Associates, in an amount not to exceed \$60,000 with a term from January 1, 2011 to December 31, 2011, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

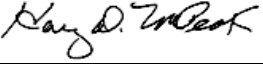
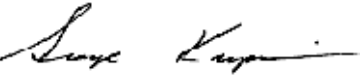

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Commissioner Victoria Reinhardt, Chair

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Date

**RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT  
REQUEST FOR EXECUTIVE COMMITTEE ACTION**

<b>BOARD MEETING DATE:</b> <u>December 16, 2010</u>		<b>DATE SUBMITTED:</b> <u>December 8, 2010</u>	
<b>FROM:</b> <u>Joint Staff Committee</u>			
<b><u>DOCUMENT DESCRIPTION:</u></b>		<b>Amendment to Agreement for Computer Consulting Services with Superior Consulting Services</b>	
		1) Exhibit C 2) Resolution	
<b><u>BACKGROUND:</u></b>			
<p>The Resource Recovery Project Board has had an approved contract with Superior Consulting Services since 1999. The company has assisted in data management needs including coordinating information and administrative needs of the Hauler Rebate Program for both counties. The Project entered into a new five-year contract on November 29, 2007. Staff is recommending amending the current contract for the budgeted amount not to exceed \$1,500.</p>			
<b><u>PROJECT BOARD ACTION REQUESTED:</u></b>			
<p>Authorize the Chair of the Executive Committee to execute the Amendments to the Agreement for Computer Services between the Project and Superior Consulting Services in a form to be approved by the County Attorney, the term through December 31, 2011 in the amount not to exceed \$1,500 for services in 2011, and to adopt Exhibit C .</p>			
<b><u>FINANCIAL IMPLICATIONS OF ACTION:</u></b>			
<p>The 2010-2011 approved Resource Recovery Project Budget has \$1,500 for computer consulting services for 2011.</p>			
<b><u>ADMINISTRATIVE COMMENTS:</u></b>			
<b><u>REVIEWED BY:</u></b>			
			
Ramsley County Attorney		<u>12.8.10</u>	
		Date	
			
Washington County Attorney		<u>12.8.10</u>	<u>12.8.10</u>
		Date	Budgeting & Accounting
			Date

**Amendment # 4 to Agreement for Computer Services with Superior Consulting Services**

This is an amendment to the Agreement for Computer Services between the Ramsey/Washington Resource Recovery Project Board and Superior Consulting Services dated November 29, 2007 entered into by and between the parties as follows:

**1. SECTION 3 COSTS OR RATE FOR PERSONS ASSIGNED TO THE PROJECT**

Is amended by the addition of the language set forth in the attached Exhibit C. Compensation paid to Contractor for services provided during the period January 1, 2011, through December 31, 2011, shall not exceed \$1,500, inclusive of permitted reimbursable expenses.

## **EXHIBIT C**

### **COSTS**

#### **RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT**

For the period January 1, 2011, through December 31, 2011, rates for persons who will be assigned to the PROJECT are:

<u>TITLE</u>	<u>HOURLY RATE</u>
Consultant	\$120
Senior Consultant	\$130

#### Other Expenses:

1. Phone consultations will be billed at the hourly rate in thirty (30) minute increments.
2. On-site support is charged at a minimum of one-hour plus travel time from CONTRACTOR's site to PROJECT's site.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: \_\_\_\_\_  
Project Board Chair Date

Funds Available:

Ramsey County Fund Number:

By: \_\_\_\_\_  
Ramsey County Budgeting & Accounting Date

Approved as to Form and Insurance:

By: \_\_\_\_\_  
Ramsey Assistant County Attorney Date

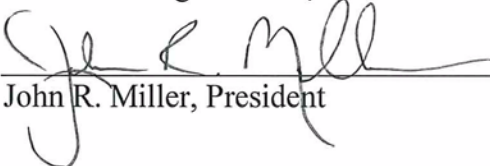
Approved as to Form:

By: \_\_\_\_\_  
Washington Assistant County Attorney Date

Recommended By:

By: \_\_\_\_\_  
Lead Member, Joint Staff Committee Date

Superior Consulting Services, LLC

By:  \_\_\_\_\_  
John R. Miller, President Date 11/22/10

Resolution 2010-RR-

WHEREAS, Ramsey and Washington (the “Counties) desire to continue to benefit, protect and ensure the public health, safety, welfare and environment of the Counties’ residents and businesses through sound management of solid waste generated in the Counties; and

WHEREAS, the Counties have entered into a Joint Powers Agreement that creates the Ramsey/Washington County Resource Recovery Project Board (the Project) for the purpose of administering the Counties rights and obligations under the Processing Agreement with RRT and overseeing other joint solid waste activities; and

WHEREAS, there are a number of computer consulting services that need to be worked on for the Project; and

WHEREAS, the Project has contracted with the firm of Superior Consulting Services to carry out the computer consulting services including data management needs for the Hauler Rebate Program; and

WHEREAS, Superior Consulting Services is willing to provide computer consulting services to the Project; and

WHEREAS, the Executive Committee of the Project is authorized to execute contracts approved in the Project budget in accordance with Section IV.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2010-2011 Resource Recovery Project Budget has approved \$1,500 for computer consulting services for 2010.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Superior Consulting Services, in an amount not to exceed \$1,500 for the period January 1, 2011, to December 31, 2011, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement, upon approval as to form by the County Attorneys.

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Commissioner Victoria Reinhardt, Chair

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Date