

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

**Adopted December 1, 2017
Amended March 27, 2018**

WHEREAS, This Amended and Restated Joint Powers Agreement ("Agreement"), amends and restates in its entirety the Joint Powers Agreement Between the Ramsey/Washington Recycling & Energy Board and Hennepin County for a Partnership on Waste and Energy Issues effective on December 1, 2017. This Agreement is entered into by and between 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 the date of approval by both Parties 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 The Governing Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 8.2 The Governing Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Governing Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant in limitations of liability provided under Minnesota Statutes, Section 466.04.

8.3 To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity," and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

8.4 If the Governing Board incurs any expenses as a result of a claim for damages not covered by insurance, 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.

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

8.6 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: 3/16/18

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: 
Chair of Its County Board

ATTEST: 
Deputy Clerk of County Board

Date: 3-27-18

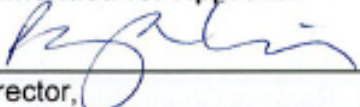
By: 
County Administrator

Date: 3/16/18

By: 
Assistant County Administrator
- Public Works

Date: 3/22/18

Recommended for Approval

By: 
Director,
Environment and Energy Department

Date: 3/12/18

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: 1/25/18

Attest to: Bill C. Hill

Date: 1/25/18

Approved As To Form:

By: [Signature]
Assistant County Attorney,
Ramsey County

Date: 1/19/18

Recommended By Joint Leadership Team:

By: Zack Hansen
Zack Hansen, Ramsey County

Date: 1/25/18

Approved As To Form:

By: [Signature]
Assistant County Attorney,
Washington County

Date: 1/19/18

By: Judy L. Hunter
Judy Hunter, Washington County

Date: 1/19/18