



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

**MEETING NOTICE
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD**

Date: Thursday, May 23, 2024

Time: 10 a.m. – 12 p.m.

Commissioners, Key staff, Presenters:

Ramsey County Environmental Health | 2785 White Bear Ave N. | 2nd Floor Conference Room
Maplewood, MN | 55109 | [Map](#)

Public: Members of the public are encouraged to participate remotely or may attend at the Maplewood address.
[Microsoft TEAMS](#) | Phone Conference ID: 318 417 010# | Call in (audio only) 1-323-792-6297

AGENDA:

- I. Call to Order, Introductions**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – April 25, 2024** Action Page 2
- IV. Consent Agenda – No items.**
- V. Governance – No items.**
- VI. Management and Administration**
 - a. Facility & Finance Committee Report Information Page 7
 - i. 2024 Budget Status Information Page 8
 - b. Project Management Services Vendor Selection Action Page 11
- VII. Policy – No items.**
- VIII. Updates and Reports** Information Page 25
 - a. Joint Activities Updates
 - b. Facility Updates
 - c. Procurement Report
- IX. Other**
 - a. Invitation for Comments from Ex Officio R&E Board Members: Information
MPCA and City of Newport
- X. Adjourn**

NEXT MEETING:

R&E Board | Thursday, June 27, 2024 | 10 a.m. – 12 p.m. | Ramsey County Environmental Health, Maplewood



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

THURSDAY, APRIL 25, 2024
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held at 10 a.m. on Thursday, April 25, 2024, at Ramsey County Environmental Health Offices, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Members of the public attended remotely or in person at the Maplewood address.

MEMBERS PRESENT

Commissioners Karla Bigham, Michelle Clasen, Stan Karwoski, Fran Miron – Washington County
Commissioners Trista Martinson, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt, Mai Chong Xiong – Ramsey County

MEMBERS NOT PRESENT

Commissioner Gary Kriesel (alternate) - Washington County
Commissioner Nicole Frethem - Ramsey County

EX-OFFICIO MEMBERS PRESENT

Dave Benke, Minnesota Pollution Control Agency (MPCA)
Tom Ingemann, City of Newport

ATTENDING AT RAMSEY ENVIRONMENTAL HEALTH, MAPLEWOOD

Leigh Behrens, Dave Brummel, Sam Ferguson, Melissa Finnegan, Rae Eden Frank, Annalee Garletz, Sam Hanson, Sam Holl, Jennefer Klennert, Nate Klett, Cassie Lefeber, Marcelo Neblett, Matt Phillips, Jim Redmond, Michael Reed, John Ristad, Daniel Schmidt, Bill Sumner, Jody Tharp

ATTENDING REMOTELY

Kate Bartelt, Alisha Black, Gary Bruns, Cate Duin, Leslie Duling McCollam, Amanda Erickson, Tutu Fatukasi, Paul Gardner, Jamie Giesen, Jessica Hall, Filsan Ibrahim, Fatima Janati, Susan Jamison, Caleb Johnson, Kevin Johnson, Hannah Keller, Julie Ketchum, David McConnell, Rob Murray, Jessica Paquin, Gabe Reynolds, Uriel Rosales Tlatenchi, Minette Saulog, John Springman, Ryan Tritz, Jenna Venem, Ami Wazlawik, Caleb Werth

CALL TO ORDER/APPROVAL OF AGENDA

Chair Miron called the meeting to order at 10:03 a.m. Introductions were made. Chair Miron noted an additional item for the agenda to address Federal Community Projects grant applications, to be included during updates.

Commissioner Bigham moved, seconded by Martinson, to approve the agenda as amended. Motion carried 7-0. Ayes: Bigham, Clasen, Karwoski, Martinson, McGuire, Miron, Reinhardt. Nays: None.

APPROVAL OF MINUTES

Commissioner Karwoski moved, seconded by Reinhardt, to approve the minutes of March 28, 2024. Motion carried 7-0. Ayes: Bigham, Clasen, Karwoski, Martinson, McGuire, Miron, Reinhardt. Nays: None.

MANAGEMENT AND ADMINISTRATION

Finance Committee Report

Commissioner Bigham, Facility & Finance Committee chair, shared that at the April 11, 2024 committee meeting, a recommendation for approval by the board of the 2023 end-of-year budget was passed.

Commissioner Xiong arrived.

2023 Year-End Budget

Matt Phillips, R&E accounting manager, said he is working with state auditors to finalize the 2023 budget numbers. The Joint Activities Budget is on track with a \$2.1 million surplus. Phillips reviewed drivers of the surplus and noted that the Joint Activities Fund Balance Policy outlines how surpluses can be addressed.

The Facility Budget is facing a deficit of \$1.58 million. Drivers of the deficit were presented.

The Equipment Maintenance and Replacement (EM&R) Fund reflects spending slightly under projections due partly to the COVID-19 pandemic and higher revenue due to strong market prices for recycling commodities.

Commissioner Bigham moved, seconded by Martinson, to approve Resolution R&EB-2024-07, 2023 Year-End Budget. The R&E Board:

- Approves directing \$1,588,004 from the Equipment Maintenance & Replacement Fund balance to offset the Facility Budget deficit, bringing the Equipment Maintenance & Replacement Fund balance to \$3,500,000.

Motion carried 8-0. Ayes: Bigham, Clasen, Karwoski, Martinson, McGuire, Miron, Reinhardt, Xiong. Nays: None.

2025 Budget Objectives

Phillips reviewed the budget preparation timeline. The 2024/2025 budgets were approved on July 27, 2023, and R&E is currently reviewing the 2025 budget numbers. Phillips reviewed the budget structure, noting that the Joint Activities Budget, also known as the General Fund or Governmental Fund, is funded by county contributions. The Facility Budget, known as the Enterprise Fund, is funded primarily by hauler-paid tipping fees.

Commissioner Reinhardt noted that the terminology for the Joint Activities Budget is confusing in that it is referred to as both the budget and the fund balance, and asked why it is not simply named the General Fund. Dave Brummel, Washington County and R&E Joint Leadership Team (JLT), said auditor accounting practices terms are General Fund for the Joint Activities Budget and Enterprise Fund for the Facility Budget and EM&R Fund.

Phillips reviewed 2025 budget numbers and said there are no recommended changes at this time.

Commissioner Ortega arrived.

Commissioner Xiong inquired whether the policy evaluation line item in the Joint Activities Budget is dedicated strictly to Joint Activities programs and what the project management line item includes. Sam Hanson, R&E Joint Activities manager, provided a summary of what is included in the various Joint Activities Budget line items.

Agreement with Minnesota Department of Revenue Collections Division

Jim Redmond, R&E contract manager, noted a 2017 policy adopted for accounts receivable, which includes using the Minnesota Department of Revenue (MDOR) for collections. An initial Service Level Agreement (SLA) was entered into in December 2017, and R&E referred two debts to MDOR totaling about \$180k, which were paid in full. While MDOR does not charge a fee, it adds collection costs based on a percentage, which is then retained from collected debts. MDOR notified R&E in March 2024 that an updated agreement required renewal. Commissioner Miron asked about the cost to recover the two debts. Redmond said it was 25% and is considered a last resort method for collections.

Commissioner Reinhardt moved, seconded by Martinson, to approve Resolution R&EB-2024-08, Agreement with Minnesota Department of Revenue Collection Division. The R&E Board:

- Approves the Service Level Agreement with the Minnesota Department of Revenue Collections Division to provide collection services on debts and receivables owed to the Ramsey/Washington Recycling & Energy Board.
- Authorizes the Joint Leadership Team, or its successor, to execute the Agreement upon approval as to form by the County Attorney.

Motion carried 9-0. Ayes: Bigham, Clasen, Karwoski, Martinson, McGuire, Miron, Ortega, Reinhardt, Xiong. Nays: None.

UPDATES AND REPORTS

2023 Annual Report

Sam Ferguson, R&E communications coordinator, highlighted topics in the 2023 annual report:

- Upstream waste prevention, including launch of the Food Scraps Pickup Program, BizRecycling grants, food recovery and distribution, Apartment Recycling Specialists, business pollution prevention, mattress recycling, deconstruction grants, R&E Center tours and R&E website visits.
- Waste management statistics for the R&E Center.
- R&E Center improvements and planning for the future with anaerobic digestion and exploration of alternate technologies.

Commissioner McGuire said the number of Apartment Recycling Specialists cited does not reflect all that is being done in the communities. Hanson said each county has a Recycling Ambassador Program, and the number in the annual report is not intended to reflect the number of people doing recycling work in communities. R&E's program specifically trains individuals as Apartment Recycling Specialists for their multi-unit properties, after which they are provided a monthly stipend for up to 18 months to do the ambassador work in their multi-unit property communities.

Rae Eden Frank, Ramsey County Environmental Health, said the Ramsey County Recycling Ambassador Program is typically offered in the spring and fall, the last being in fall 2023. As the program coordinator recently returned from leave, no information on dates for the spring offering is yet available.

Joint Activities Updates

Annalee Garletz, R&E Food Scraps Pickup Program supervisor, shared program statistics, including participation rates by municipality for the first two phases of program rollout. Phase one communities have a participation rate of 10 percent. In the first two weeks since the second phase of rollout launched, there is a six percent participation rate of households in newly eligible communities.

Commissioner McGuire inquired whether the food scrap bags are proving to be durable and what the overall percentage participation goal is. Garletz said R&E is working with Foth to study bag strength and contamination rates. Foth has found that the bags are holding up and doing what was anticipated, and that the contamination rate is quite low in food scrap bag sorts done roughly every two weeks. The goal at full rollout (five years after the program is available to all households) is 40% participation, consistent with what other recycling programs are experiencing.

Commissioner Reinhardt commented that the time to full rollout depends on getting transfer station contracts in place for food scrap bag sortation and have those become operational. R&E currently has an agreement for a sortation site in Blaine, which will take 18-24 months for permitting and construction. A contract in the central zone is currently being negotiated.

Planning Updates

Leigh Behrens, R&E planning and project management (PPM) manager, reviewed where R&E fits into the overlap of the counties for collaboration, serving the counties in waste reduction, recycling and solid waste goals. She reviewed PPM's role, outlined project planning and delivery, and other planning and project management services.

Project management support structures exist in both counties. Ramsey County has an Enterprise Project Management Office (EPMO). Washington County builds project management into departments, such as the Project & Performance Management Team (PPMT) in Public Health and Environment. Behrens reviewed examples of R&E PPM efforts from 2019-2024 and products created to assist the work of the counties and the board. She shared current and planned PPM efforts for 2024-2025.

Federal Community Projects

Michael Reed, Ramsey County and R&E JLT, said Ramsey County is evaluating the submission of requests for priority earmarks, one of which is R&E's anaerobic digester project. Reed is working with Jennifer O'Rourke, Melissa Finnegan and federal lobbyists, with a submission deadline of April 26, 2024, to determine whether it is approached as a submission by R&E, Ramsey County or Washington County. Reed said the request is \$2-3 million and is related to the Food Scraps Pickup Program. Dave Brummel said Washington County will add a letter of support from their county board chair.

Commissioner Miron said R&E, as a joint powers board, is eligible to submit a request in addition to the two counties' requests. This request is to the Senate and will be submitted directly to Senators Klobuchar and Smith. A separate funding request will be made to the House. The R&E Board chair is authorized to sign a letter of support, and each county's board chair is authorized to sign a letter of support on behalf of their county. Commissioner Martinson said funding for the anaerobic digester has remained in the top three priorities for Ramsey County.

Commissioner Reinhardt moved, second by McGuire, that the R&E Board submit this funding request instead of either Ramsey or Washington Counties and that both counties should offer a letter of support.

Motion carried 9-0. Ayes: Bigham, Clasen, Karwoski, Martinson, McGuire, Miron, Ortega, Reinhardt, Xiong. Nays: None.

Facility Update

Sam Holl, R&E Center Facility manager, provided an overview of 2023 odor monitoring, including odor management strategy and approach, a summary of \$2 million in capital improvements and operations costs invested to R&E's goals for odor monitoring.

2023 Odor Monitoring Report

Nate Klett, Foth, said an odor monitoring study was conducted in 2016 when the facility was purchased, and odors were found to be related to atmospheric conditions including temperature, humidity and wind direction. Odor monitoring began in 2017, with two locations and seasonal monitoring. Two locations were added in 2018, one added in 2019 and one new location and two temporary locations added in 2020.

Monitoring in 2023 was conducted at six locations on a seasonal schedule, monitoring winds using the Nasal Ranger Field Olfactometer. Over 700 inspections at six locations were performed in 2023, eight resulting in odor detection. There were zero exceedances in 2023, achieving the stated goal to not have an odor exceedance more than once per six-month period. Twenty-six non-municipal solid waste (MSW) odors were detected. The R&E Center was in compliance with the City of Newport. Recommendations in 2024 are to move one odor monitoring location from Newport Cold Storage to the Newport City Hall/Fire Department.

Commissioner Bigham said there have been few complaints of R&E-related odor from city representatives and residents. The favorable report is representative of the investment and hard work of R&E and Foth.

Commissioner Bigham left the meeting.

Bill Sumner, City of Newport, thanked everyone involved in odor reduction efforts over the years.

Procurement Report

Jim Redmond, R&E contract manager, presented the report for the period March 1, 2024, through March 31, 2024.

OTHER

Invitation for Comments from Ex Officio R&E Board Members

Dave Benke, Minnesota Pollution Control Agency (MPCA), said that the rollout of the Food Scraps Pickup Program is from a deliberate understanding of effectiveness and potential problems and being able to correct those problems as the program is rolled out. The agency is working on projects related to environmental review and permitting of the anaerobic digester.

Tom Ingemann, City of Newport, had no comments to share.

ADJOURN

Chair Miron declared the meeting adjourned at 12:03 p.m.

ATTESTED TO:

Approved: _____
May 23, 2024

Approved: _____
May 23, 2024



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R&E BOARD MEETING DATE:	May 23, 2024			AGENDA ITEM:	VI.a			
SUBJECT:	Facility & Finance Committee Report							
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

None.

EXECUTIVE SUMMARY:

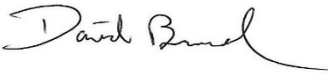

The Facility & Finance Committee met on May 14, 2024, to discuss the 2024 budget projections and the 2025 budget preparation. Staff will present an update following Committee Chair Bigham’s verbal report.

ATTACHMENTS:

1. None.

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	5/16/24



**RAMSEY/WASHINGTON
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R&E BOARD MEETING DATE:	May 23, 2024		AGENDA ITEM:	VI.a.i				
SUBJECT:	2024 Budget Status							
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

For Information.

EXECUTIVE SUMMARY:


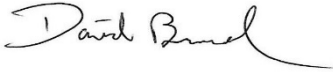
Staff will provide year-end budget projections for the 2024 Ramsey/Washington Recycling & Energy budgets as of 4/18/24 (Joint Activities and Facility Budgets, along with the Equipment Maintenance & Replacement Fund).

ATTACHMENTS:

1. 2024 Joint Activities Projection 4182024 Final
2. 2024 Facility Projection 4182024 Final

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	5/17/24

Ramsey/Washington Recycling & Energy Board

SURPLUS/(DEFICIT) YEAR-END PROJECTION REPORT

As of April 18th, 2024

FACILITY	2024 Approved Budget	Current 2024 Projection	Current Variance
Personnel Costs	12,102,800	9,177,275	2,925,525
Fuel Supply	6,385,535	5,673,065	712,470
Landfill	7,700,699	6,751,402	949,297
Compost	240,700	39,660	201,040
Transportation	9,136,776	8,151,318	985,458
Transload	2,862,300	2,776,561	85,739
Facility Operations	10,512,200	11,196,413	(684,213)
Contingency	710,090	710,090	-
Enterprise Reserve Fund (ERF)	1,500,000	1,500,000	-
Transfer to Equipment Maintenance Fund	300,000	300,000	-
Debt Services	3,873,600	3,873,600	-
	<u>55,324,700</u>	<u>50,149,384</u>	<u>5,175,316</u>
Revenue	<u>55,324,700</u>	<u>55,655,406</u>	<u>330,706</u>
Surplus/(Deficit)	-	5,506,022	5,506,022

Equipment Maintenance & Replacement (EM&R) Fund

SURPLUS/DEFICIT YEAR-END PROJECTION REPORT

As of April 18, 2024

EM&R FUND	2024 Approved Budget	Current 2024 Projection	Variance
Equipment	795,000	795,000	-
Maintenance	1,300,000	1,300,000	-
Expenses	2,095,000	2,095,000	-
Sale of Recyclable Material	1,795,000	1,597,270	197,730
Additional Transfer - Proposed	300,000	300,000	-
Revenue	2,095,000	1,897,270	197,730
Surplus/(Deficit)	-	197,730	(197,730)

Ramsey/Washington Joint Activities
SURPLUS/DEFICIT YEAR-END PROJECTION REPORT
As of April 18th, 2024

JOINT ACTIVITIES	2024 Approved Budget	Current 2024 Projection	Variance
Project Management	3,506,000	3,433,921	72,079
Commercial & Residential Recycling	4,425,000	4,146,254	278,746
Community Waste Solution	830,000	92,804	737,196
Food Scrap Recycling	1,105,000	1,171,608	(66,608)
General Outreach	925,000	922,492	2,508
Policy Evaluation	1,190,000	1,143,599	46,401
	<u>11,981,000</u>	<u>10,910,678</u>	<u>1,070,322</u>
Revenue	<u>11,981,000</u>	<u>11,981,000</u>	<u>0</u>
Surplus/(Deficit)	-	1,070,322	1,070,322



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	May 23, 2024			AGENDA ITEM:	VI.b			
SUBJECT:	Project Management Services Vendor Selection							
TYPE OF ITEM:	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve The PMO Squad as the selected vendor to provide project management services for Ramsey/Washington Recycling & Energy.
2. Authorize the Joint Leadership Team, or its successor, to execute the agreement with The PMO Squad for an initial term of June 1, 2024 through December 31, 2025, with the option of up to two one-year renewals, and any amendments or change orders thereto, provided it is within the project budget and upon approval as to form by the county attorney.

EXECUTIVE SUMMARY:

R&E's Planning & Project Management (PPM) unit was created in September 2022, and currently consists of two dedicated staff members. PPM's purpose is to embody R&E and counties' mission, vision, values and principles through planning and project management in collaboration with leadership, internal teams and external partners. PPM delivers and supports projects and leads planning efforts across R&E through formal project management practices, which includes setting plans, budgets and timelines, as well as risk assessment, performance measurement, documentation, communication and continuous improvement activities.

In late 2022, PPM developed a three-year roadmap to develop necessary services for R&E by 2025. As part of this roadmap, R&E asked HDR to evaluate the organization's current state of internal project management to identify gaps and find opportunities to improve efficiency and ensure alignment with county goals. The resulting report identified key areas to prioritize efforts and make the strongest impact.

The recommendations, such as establishing organized project management and increasing staff capacity to use these techniques, are expected to benefit the board and services to the two counties' communities in several ways. This includes improved efficiency, increased transparency, strategic alignment with organizational goals, improved alignment with budget targets and additional quality assurance and consistency.

Based on HDR's report, R&E issued a solicitation to find a contractor qualified to implement the recommendations. The end goal of this effort is for PPM, with the assistance of the selected contractor, to develop a project management office (PMO) and project management capabilities within the organization. PPM staff identified primary vendor services to be delivered in two phases: 1) co-develop, with PPM staff, and implement tools, templates and techniques for an R&E PMO, including an approach for project progress and goal tracking, and 2) develop a project management training program to build capacity for R&E staff.

A solicitation was issued on January 30, 2024, and five responses were received. An evaluation committee, consisting of R&E staff, reviewed proposals based on the criteria outlined in the solicitation and selected

SUBJECT: *Project Management Services Vendor Selection*

finalists for interviews. Based on the results of this evaluation, JLT recommends the selection of The PMO Squad for project management services, based on the following:

- A strong understanding of the project management needs identified in the scope of work, as demonstrated by the approach proposed to deliver the two-phase project.
- Over ten years of experience in delivering specialized project management and PMO solutions.
- Costs that are consistent with industry rates for these services and within the approved budget.

Proposed work under this contract is anticipated to begin in June 2024, with The PMO Squad providing services through December 31, 2025. If needed, options for renewal will be available for up to two one-year terms, should funding be available within the approved project budget.

ATTACHMENTS:

1. Draft Resolution
2. Draft Agreement

FINANCIAL IMPLICATIONS:

\$250,000 is budgeted for this project and funding is included in the approved 2024-2025 budgets.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		5/17/24
RAMSEY COUNTY ATTORNEY		5/6/24
WASHINGTON COUNTY ATTORNEY		5/6/24



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
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RESOLUTION R&EB-2024-09
Project Management Services Vendor Selection

WHEREAS, The Ramsey/Washington Recycling & Energy Board (“R&E Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated July 18, 2023 (“Joint Powers Agreement”); and

WHEREAS, The R&E Board adopted Procurement Guidelines on April 21, 2022 (Resolution R&EB–2022-06), which specify the procurement methods for contracts and purchases; and

WHEREAS, The R&E Board approved the 2024-2025 Joint Activities Budget on July 27, 2023, in accordance with Section V.B.8 of the Joint Powers Agreement; and

WHEREAS, As the R&E organization has grown, dedicated project management has become an important area of need; and

WHEREAS, R&E's Planning & Project Management (PPM) unit was created in September 2022, and consists of two dedicated staff members to deliver and support projects and lead planning efforts across R&E; and

WHEREAS, With the oversight and approval of the Joint Leadership Team (JLT), Planning & Project Management developed a three-year roadmap to develop and establish necessary services for R&E by 2025, including a study to evaluate R&E’s current state of internal project management, identifying gaps and opportunities to improve efficiency and ensure alignment with county goals; and

WHEREAS, Based on the study’s results, R&E issued a solicitation to find a contractor qualified to implement the recommendations, leveraging the expertise of a specialized service provider to assist R&E to develop a project management office (PMO) and project management capabilities within the organization; and

WHEREAS, On January 30, 2024, R&E released a request for proposals (RFP) for project management services, which received five responses; and

WHEREAS, The RFP evaluation team and JLT recommend The PMO Squad as the vendor to provide project management services for R&E based on a strong understanding of the project management needs identified in the scope of work as demonstrated by the approach proposed to deliver the two-phase project, experience, and costs that are consistent with industry rates for these services and within the approved budget; and

WHEREAS, The costs for project management services are included in the approved R&E 2024-2025 Joint Activities Budget; NOW, THEREFORE, BE IT

RESOLVED, The R&E Board approves The PMO Squad as the selected vendor to provide project management services for Ramsey/Washington Recycling & Energy. BE IT FURTHER

RESOLVED, The R&E Board authorizes the Joint Leadership Team, or its successor, to execute the agreement with The PMO Squad for an initial term of June 1, 2024 through December 31, 2025, with the

option of up to two one-year renewals, and any amendments or change orders thereto, provided it is within the project budget and upon approval as to form by the county attorney.

Fran Miron, Board Chair
May 23, 2024

Attest
May 23, 2024



Ramsey/Washington Recycling & Energy Board

Contract Number: RESFA001972

Contractor Name: PM Professional Services Corporation dba The PMO Squad

Vendor ID:

CERT SBE SVN:

Department: Joint Activities

Contract Authority/Resolution: Resolution

Resolution #: R&EB 2024-XX

Good/Service Type: Professional Services

Contract Description: Project Management Consulting Services

Contract Type: Max NTE

Not To Exceed Amount: \$223,000

Funding Notes:

Original Contract Begin Date: June 1, 2024

Contract End Date: December 31, 2025

Comments:

Contractor will provide project management services to R&E to assist in the development of an R&E Project Management Office (PMO) and project management capabilities within the organization. Vendor was selected via a competitive solicitation process and was selected based on their project understanding, experience, and costs.



Agreement Between Ramsey/Washington Recycling & Energy Board and PM Professional Services Corporation dba The PMO Squad

THIS AGREEMENT made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as "R&E", and PM Professional Services Corporation dba The PMO Squad, with its principal place of business at 3317 South Higley Road, Suite 114-111, Gilbert, Arizona 85297, hereinafter referred to as the "Contractor" or "Vendor".

1. Term

The term of the Agreement shall be from June 1, 2024 through December 31, 2025 with the possibility of two one-year renewals.

2. Cost/Payment

- a) R&E shall pay the Contractor a maximum-not-to-exceed of \$223,000 for the services according to the rates outlined on Page 15 of the Contractor's proposal, attached hereto and incorporated by reference as Attachment A. Should replacement staff need to be used, time will be billed at the equivalent rates of the staff being replaced.
- b) The Contractor will provide the R&E a clear documentation of work completed.
- c) The Contractor may invoice twice monthly for services performed.
- d) Invoices shall show applicable sales tax separately, if applicable. Invoice shall contain the order/contract number, an itemized list of goods or services furnished, dates of services provided, cost per item or service, and total invoice amount.
- e) No payment will be made until the invoice has been approved by R&E.
- f) R&E 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, R&E will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice, R&E will make payment within thirty (30) days of the corrected invoice.
- g) Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
- h) The Contractor shall email invoices in PDF form to caleb.werth@recyclingandenergy.org.

3. Scope of Services

The Contractor will provide the following project management related services:

Phase 1: Co-develop and implement an R&E PMO (2024):

Task 1. Onboarding/Discovery: Review existing materials and work with PPM staff to get background information on R&E and its needs for project/program management.

Task 2. Develop PMO introduction guide: With R&E PPM staff, create a set of project management definitions for the R&E PMO that are customized to R&E and incorporate existing project management standards.

- a. **Define standard roles and responsibilities:** customized/standardized definitions for R&E project roles and responsibilities.
- b. **Define types of activities and common project management terms:** definitions for project management basics, including (but not limited to):
 - Types of activities (project, program, portfolio, activity, event, etc.)
 - Types of tools (charter, Gantt, statement of work, budget, etc.)
 - Performance measurement activities and terms

Task 3. Develop customized project templates: A “package” of documents for R&E projects that is adaptable to different project types (e.g., standalone, program-related, event) and scalable based on project complexity, such as (but not limited to) the following:

- a. Project intake form
- b. Project plan
- c. RACI chart
- d. Gantt chart
- e. Stakeholder analysis
- f. Internal communications plan
- g. Risk analysis
- h. Project closeout form

Task 4. Design a customized approach for project progress tracking & internal communications:

- a. Develop an approach, customized to R&E’s needs, for tracking the progress of projects to ensure milestones and deliverables are met and progress/status is communicated to relevant parties in the organization.
- b. Develop a performance measurement approach: Design an approach customized to R&E to integrate performance measurement/management into projects, including results-based accountability.

Task 5. Assist the PPM department in implementing the PMO tools and approaches.

Task 6. Additional projects as requested: Emanating from the work described above, additional projects may be added at the PPM manager’s request, which could include assisting with specified R&E projects, including, but not limited to:

- a. Developing project planning documents (project definition, scoping, internal communications plans, work plans, etc.)
- b. Supporting project implementation
- c. Providing project progress tracking
- d. Assisting with the project close-out process

Phase 2: Conduct training and develop an ongoing training program for R&E (2025)

Task 1. Develop an ongoing training program

- a. Develop a training plan that would cater to these three skill levels:

- General project management concepts & skills (beginner level)
 - Skills for project managers and staff that do PM as a part of their job (intermediate level)
 - Project management concepts for managers/executive leadership
- b. Design the training sessions for R&E staff that include (but not limited to) the following areas:
- PMO services offered by PPM
 - Key project management terminology
 - How to incorporate performance measurement into projects
 - How to use project management templates
 - How to create an effective project schedule
 - How to build an optimized project budget

Task 2. In coordination with R&E staff, implement the training program.

Work will be performed according to the Contractor's work plan outlined in Attachment A, attached hereto and incorporated by reference. Work will be performed in coordination with R&E Staff and performance of each task or phase will be scheduled with and approved by R&E Staff prior to being initiated.

4. Audits, Reports, Records and Monitoring Procedures

The Contractor shall:

- a) Maintain records which reflect all revenues, costs incurred and services provided in the performance of the Agreement.
- b) Agree that R&E, 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 Minn. Stat. § 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.

5. 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.

6. 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. Ch. 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.

7. Nondiscrimination

Pursuant to Minn. Stat. Ch. 364 and Minn. Stat. § 181.59 and General R&E Board policy, every contract shall contain provisions by which the contractor agrees to freedom from discrimination in employment.

8. Possession of Firearms on R&E Premises

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 or Contractor, depending upon which term is used) shall carry or possess a firearm on R&E premises or while acting on behalf of R&E 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 R&E under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

9. Indemnity and Insurance

a) Indemnity - The Vendor does hereby agree that it will defend, indemnify, and hold harmless R&E, its agents, officers and employees against any and all liability, loss, damages, costs and expenses which R&E 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 R&E, it will at all times during the term of the Agreement have and keep in force:

- i. Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1M personal injury and advertising liability. R&E, its agents, officers, and employees shall be added to the policy as additional insured on a primary and non-contributory basis with respect to the ongoing and completed operations of the proposer providing coverage at least as broad as ISO forms CG 2010 and CG 2037. Waiver of subrogation is required.
- ii. Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.
- iii. If the Contractor is driving on behalf of R&E as part of the Contractor's services under the Agreement, commercial automobile liability coverage with combined single limits of not less than \$1,000,000. R&E Board shall be added to the policy as additional insured on a primary and non-contributory basis. Waiver of subrogation is required.
- iv. Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000. Waiver of subrogation is required.

Evidence of Insurance shall be provided before this Agreement is effective. R&E shall be given thirty (30) days advance written notice of any changes in coverage. All Certificates of Insurance must indicate that policies may not be non-renewed or cancelled unless 30 days advance written notice is provided to R&E Board.

In the event that claims or lawsuits shall arise jointly against the Vendor and R&E, and R&E 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 R&E.

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 R&E 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 R&E and shall not be considered employees of R&E.

Neither the Vendor nor its employees will at any time be construed to be employees of R&E. 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 R&E. Any assignment or novation may be made subject to such conditions and provisions as R&E 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 R&E 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. Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by R&E of all services performed by Proposer and iii) the recovery by R&E of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

15. Performance

All services performed by the Vendor pursuant to this Agreement shall be performed to the satisfaction of R&E, 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 R&E. The Vendor shall not receive payment for work found by R&E to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule or regulation. In the event of work found by R&E to be unsatisfactory, R&E 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 R&E to correct the unsatisfactory service to R&E Board's mutual satisfaction within thirty (30) days of said notice. If service is not corrected to the satisfaction of R&E, it shall be considered a material breach and shall be cause for be immediate termination by R&E.

16. Contractor Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits R&E from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with R&E. 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.

17. Termination

R&E 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 R&E upon the commencement of such proceedings or other action.

If the Contractor violates any material terms or conditions of this Agreement R&E 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.

R&E may terminate this Agreement without cause upon giving at least thirty (30) calendar day's 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.

18. 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.

19. Force Majeure

Neither Party shall be in default by reason of any failure in performance of the contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

20. Policy Compliance

The Proposer shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by R&E's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on R&E property at all times while performing duties pursuant to this Agreement. The Proposer agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by R&E.

21. Clean Up

If applicable, the Contractor shall at all times keep R&E premises free from accumulation of waste materials or rubbish caused by its operations.

22. Protection of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, R&E employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

23. Title Risk of Loss

Title to goods and/or all associated documentation shall pass to R&E upon payment by R&E for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

R&E shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to R&E as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of R&E or its employees.

24. Ownership of Work Product

The Contractor agrees that all right, title, and interest in all material that Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of R&E and are by this Agreement assigned to R&E along with ownership of any and all copyrights in the material.

Where applicable, works of authorship created by Contractor for R&E in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

Contractor shall, upon the request of R&E, execute all papers and perform all other acts necessary to assist R&E to obtain and register copyrights on such material.

The Contractor warrants that any materials or products provided or produced by it in the performance of this Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. Contractor will defend, indemnify, and hold R&E harmless from any such third party claims.

25. 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.

**PM Professional Services Corporation
dba The PMO Squad**

RAMSEY/WASHINGTON RECYCLING & ENERGY:

By: _____

By: _____

David Brummel, Joint Leadership Team

Date: _____

Date: _____

Title: _____

By: _____

Michael Reed, Joint Leadership Team

Date: _____

Approved As To Form:

By: _____

County Attorney

Date: _____

Reviewed by: _____

Reviewed by: _____

Reviewed by: _____



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	May 23, 2024			AGENDA ITEM:	VIII			
SUBJECT:	Updates and Reports							
TYPE OF ITEM:	<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:	Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:



- a. **Joint Activities Updates**
Staff will provide updates on Joint Activities work.
- b. **Facility Updates**
Staff will provide updates on R&E Center projects and operations.
- c. **Procurement Report**
Staff will provide a written report of new contracts and amendments executed under the authority of R&E’s procurement guidelines during the period of April 1, 2024, through April 30, 2024. Funding for the contracts is available in the approved Joint Activities, Facility and EM&R Budgets, following approval as to form by the Ramsey County or Washington County attorney’s office.

ATTACHMENTS:

- 1. 2023 R&E Center Tours Summary
- 2. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  	5/16/24



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E Center Tours

Completed between 4/18/24 - 5/17/24

Group	Group Type	Date	# of visitors
Kind Roots Early Learning	Educational	4/18/2024	21
Racket MN	Business	4/18/2024	2
Valley Tours	Community	4/23/2024	20
St. Kate's - Sustainability Class	Educational	4/24/2024	10
Sumner Homeschool Group	Educational	4/24/2024	7
Bridgeview HS #3	Educational	4/24/2024	25
City of Woodbury Parks and Natural Resources Commission and Staff	Governmental	4/26/2024	12
HDR Staff	Consultant/Vendor	5/1/2024	2
Homeschool Group - Mara Ackerman	Educational	5/8/2024	25
Friends of the Upper Landing and Upper Landing Association	Community	5/8/2024	20
Community	Community	5/8/2024	8
Homeschool Group - Carrie Petrus	Educational	5/9/2024	12
R&E/RC/WC New Staff	Internal	5/9/2024	7
Washington County 4-H group 1	Educational	5/9/2024	20
Washington County 4-H group 2	Educational	5/9/2024	20
Sherburne County Solid Waste	Governmental	5/14/2024	5
Monthly Community Tour	Community	5/14/2024	3
League of Women Voters - Woodbury-Cottage Grove Area	Community	5/14/2024	22
Global Academy School	Educational	5/15/2024	29
MN Recycling Education Committee	Governmental	5/15/2024	28
Gordon Parks Alternative High School	Educational	5/17/2024	15

Total Number of Tours Completed: 2

Total Number of Tour Attendees: 298

SUBJECT: Updates and Reports



Report of all professional service and supplies, equipment, material and labor (SEML) contracts, amendments and solicitations issued and executed under authority of Ramsey/Washington Recycling & Energy’s procurement guidelines (Resolution R&EB 2022-06) between April 1, 2024, and April 30, 2024.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Twin Cities Filter Service, Inc.	4/1/24	Facility – Filters for various air handling systems.	Approximately \$5,000 per year	SEML
Vadnais Heights Economic Development Corporation	1/1/24	Joint Activities – BizRecycling outreach services.	\$15,000	Professional Services
Loaves and Fishes	1/1/24	Joint Activities – Food recovery and distribution to fight food insecurity.	\$50,000	Professional Services
North American Trailer Sales	3/1/24	Facility – Provides walking floor trailer repair and servicing.	Rate Setting	SEML
Pomp’s Tire Service	4/1/24	Facility – Provides tire repair and servicing to R&E’s trailers and heavy equipment.	Rate Setting	SEML
Mike McPhillips, Inc.	4/1/24	Facility – Provides street sweeping services for R&E’s parking lots and drive surfaces.	Approximately \$9,000 per year	SEML