DATE:  December 19, 2014

TIME:  11:00 a.m.

PLACE:  Resource Recovery Project
        3rd 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 19, 2013

IV. BUSINESS
   A. Amendment to Agreement for Computer Consulting Services with Superior Consulting Services
   B. Amendment to Agreement for Professional Services with J. L. Taitt & Associates
   C. Amendment to Agreement for Professional Services with Minnesota Waste Wise
   D. Amendment to Agreement for Graphic Design Services with Lure Design, LLC
   E. Amendment to Agreement for Food Rescue with Second Harvest Heartland
   F. Amendment to Agreement for Communications & Advertising Services with Risdall Marketing Group
   G. Agreement for CEC Audit Services with Olsen, Thielen & Co., LTD
   H. Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC
   I. Amendment to Agreement for Professional Services with Stoel Rives, LLP
   J. Amendment to Agreement for Financial Advisor Services with Springsted, Inc.
   K. Agreement for Strategic Communications with Exponent

V. OTHER BUSINESS
   A. Draft Project Board & Committee Meeting Schedule
   B. Staff Updates

Executive Committee Members:
Chair: Commissioner Victoria Reinhardt
Vice-Chair: Commissioner Autumn Lehrke
Member: Commissioner Fran Miron
A meeting of the Executive Committee of the Ramsey/Washington County Resource Recovery Project was held at 9:00 am December 19, 2013 at the Ramsey County Environmental Health Office, 2785 White Bear Avenue, Maplewood, Minnesota.

MEMBERS PRESENT
Commissioner Victoria Reinhardt – Ramsey County
Commissioner Autumn Lehrke – Washington County
Commissioner Ted Bearth (alternate) – Washington County

ALSO ATTENDING
Kate Bartelt, Mary Elizabeth Berglund, Zack Hansen, Judy Hunter, Kevin Johnson, Sue Kuss, Harry McPeak, Katie Shaw

CALL TO ORDER/APPROVAL OF THE AGENDA
Chair Reinhardt called the meeting to order. Commissioner Lehrke moved, seconded by Commissioner Bearth, to approve the agenda.

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

APPROVAL OF THE DECEMBER 19, 2013 MINUTES
Commissioner Lehrke moved, seconded by Commissioner Bearth, to approve the minutes.

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

BUSINESS
Commissioner Bearth made a motion to approve 2014 Contracts and Amendments as provided. Motion seconded by Commissioner Lehrke that the Executive Committee for the Project hereby approves the following amendments:

- Amendment to the Agreement with Foth Infrastructure & Environment, LLC, with a term from January 1, 2014 to December 31, 2014 and in an amount not to exceed $365,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

- Amendment to the Agreement with Stoel Rives LLP, with a term from January 1, 2014 through December 31, 2014 and in an amount not to exceed $355,000, and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

- Amendment to the Agreement with Superior Consulting Services, for the period January 1, 2014 through December 31, 2014, and in an amount not to exceed $1,500 for 2014, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement, upon approval as to form by the County Attorneys.

- Amendment to the Agreement with Springsted Incorporated, with a term from January 1, 2014 to December 31, 2014 and in an amount not to exceed $70,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

- Amendment to the Agreement with JL Taitt & Associates, in an amount not to exceed $80,000 with a term from January 1, 2014 through December 31, 2014, and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

- Amendment to the Agreement with Minnesota Waste Wise Foundation in an amount not to exceed $220,000 with a term from January 1, 2014 through December 31, 2014 and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

- Agreement with Risdall Marketing Group with a term of January 1, 2014 through December 31, 2014, at a cost not to exceed $70,000.
- Amendment to the Agreement with Lure Design, LLC with a term of January 1, 2014 through December 31, 2014, at a cost not to exceed $20,000.
- The Service Agreement with Second Harvest Heartland for food rescue services, with a term of January 1, 2014 through December 31, 2014, at a cost not to exceed $40,000, and authorize the Chair to execute the agreement upon approval as to form by the County Attorney.
- Agreement with Olsen, Thielen, Co., LTD, with a term from January 1, 2014 to December 31, 2014 and in an amount not to exceed $100,000 for that term, and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

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

OTHER BUSINESS
Staff Updates
The next meeting will be a Project Board Workshop scheduled for January 30, 2014.

ADJOURNMENT
Chair Reinhardt adjourned the meeting.

Approved: ___________________________________________________

Commissioner Victoria Reinhardt, Chair
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<tr>
<th>Project Board Meeting Date: 12/19/2014</th>
<th>AGENDA ITEM: IV. A.</th>
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<tr>
<td>SUBJECT: Amendment to Agreement for Computer Computer Services with Superior Consulting Services</td>
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<td>TYPE OF ITEM: ___ Information ___ Policy Discussion ___X__Action</td>
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**PROJECT BOARD ACTION REQUESTED:**
Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Computer Services between the Project and Superior Consulting Services in a form to be approved by the County Attorney, extending the term through December 31, 2015 in the amount not to exceed $1,500.

**EXECUTIVE SUMMARY:**
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 contract on November 29, 2007. Staff is recommending amending the current contract for the budgeted amount not to exceed $1,500 for 2015.

**FINANCIAL IMPLICATIONS:**
The agreement is for an amount up to $1,500. Funding is available in the approved 2015 Resource Recovery Project Budget for the Agreement in that amount. There is no change in the hourly rate.
SUBJECT: Amendment to Agreement for Computer Services with Superior Consulting Services

ATTACHMENTS:
1. Amendment #8 to Agreement for Computer Services with Superior Consulting Services
2. Draft Resolution

AUTHORIZED SIGNATURES

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Amendment #8 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**
   Section 3 of the Agreement is hereby amended by the addition of Exhibit C-1. Section 3 is further amended by adding the following language: The total cost including permitted reimbursable expenses and Minnesota sales and use taxes for the period January 1, 2015 through December 31, 2015 shall not exceed $1,500.

2. **SECTION 4, GENERAL CONDITIONS, SUBSECTION 17 TERM**
   Is amended to read “The agreement shall be in force and effect from January 1, 2008 through December 31, 2015, or until earlier terminated by the parties hereto pursuant to the Agreement."
IN WITNESS WHEREOF, the parties hereto have entered into the Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ________________________________ ________________________________
    Project Board Chair Date

Approved as to Form and Insurance:

By: ________________________________ ________________________________
    Ramsey Assistant County Attorney Date

Approved as to Form:

By: ________________________________ 12.5.2014
    Washington Assistant County Attorney Date

Recommended By:

By: ________________________________ 12.3.2014
    Lead Member, Joint Staff Committee Date

Superior Consulting Services

By: ________________________________ 12/15/14
    Date
EXHIBIT C

COSTS

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2015, through December 31, 2015, rates for persons who will be assigned to the PROJECT are:

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<th>TITLE</th>
<th>HOURLY RATE</th>
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<tr>
<td>Consultant</td>
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<tr>
<td>Senior Consultant</td>
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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.
 Resolution 2014-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 Resource Recovery Technologies, LLC 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 2015 Resource Recovery Project Budget has approved $1,500 for computer consulting services for 2015.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Superior Consulting Services, for the period January 1, 2015, through December 31, 2015, and in an amount not to exceed $1,500 for 2015, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement, upon approval as to form by the County Attorneys.

________________________________________
Commissioner Victoria Reinhardt, Chair       December 19, 2014
PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment to Agreement for Professional Services between the Project and JL Taitt & Associates in a form to be approved by the County Attorney, for a term of January 1, 2015, to December 31, 2015, in the amount not to exceed $80,000 for services in 2015.

EXECUTIVE SUMMARY:
Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. That included an agreement with JL Taitt and Associates for consultation and technical assistance with institutional generators of organic waste. The Project will continue to work with JL Taitt again in 2015. In 2015, JL Taitt & Associates will continue to provide outreach, technical assistance and consultation to public and private schools, assisted living community’s health care facilities and other institutions, working with staff and other Project consultants.
**SUBJECT:** Agreement Between Ramsey/Washington County Resource Recovery Board and JL Taitt & Associates

**FINANCIAL IMPLICATIONS:**
The amendment is for an amount up to $80,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the amendment to Agreement in that amount. There is no change in the hourly rate.

**ATTACHMENTS:**
1. Amendment to Agreement Between Ramsey/Washington County Resource Recovery Board and JL Taitt & Associates
2. Draft Resolution

**AUTHORIZED SIGNATURES**

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Amendment to Agreement Between Ramsey/Washington County Resource Recovery Project and JL Taitt & Associates, Inc.

This is an amendment to the Agreement between the Ramsey/Washington County Resource Recovery Project ("Project") and JL Taitt & Associates, Inc. 8457 Meadow Lake Road North, New Hope, Minnesota 55428 ("Contractor"), entered into by and between the parties as follows:

1. **Scope of Services**
   During the period January 1, 2015 through December 31, 2015, the Contractor shall provide services described in **Attachment A-2**.

2. **Section 3. Time**
   The Term of the Agreement is extended to December 31, 2015.

3. **Section 4. Cost/Payment**
   a. Section 4 of the Agreement shall be amended by adding the following: The total cost including permitted reimbursable expenses and Minnesota sales and use taxes for the period January 1, 2015 through December 31, 2015 shall not exceed $80,000.

4. All other terms and conditions of the Agreement with JL Taitt & Associates, Inc, unless specifically amended herein, remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have entered into the Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _______________________________ Date

Project Board Chair

Approved as to Form and Insurance:

By: _______________________________ Date

Ramsey Assistant County Attorney

Approved as to Form:

Date: 12.5.2014

By: Washington Assistant County Attorney

Recommended By:

Date: 12.3.2014

By: Lead Member, Joint Staff Committee

JL Taitt & Associates, Inc.

By: _______________________________ Date: 12/10/14

Print name: Jodi Taitt

Title: President

JL Taitt & Associates 1/1/15 - 12/31/15
2015 SCOPE OF SERVICES

Task 1: Provide source separated organic waste management (SSOM) technical assistance to targeted K-12 public, charter and private schools located in Ramsey and Washington Counties.

The Contractor will:
1. Provide technical assistance, consultation and liaison services to targeted K-12 public, charter and private schools in Ramsey and Washington Counties for the purpose of implementation and improvement of recycling and organic waste management programs including composting, food to livestock and other methods of managing organic waste, recycling collection systems, and cost effective garbage hauling and disposal services.
2. Review a list of schools located in Ramsey and Washington Counties for outreach services in 2015. The Counties will approve the final list of targeted schools for 2015 project work.
3. Contact all schools on the targeted list and offer to provide outreach services. Outreach services are focused on making these schools aware of all recycling and organic waste management options including composting, food to livestock and other available SSOM services.
4. Specific tasks include:
   • Make contact with waste management decision makers for all schools on priority list by telephone, mail, email, and/or in person. Introduce school personnel and decision makers to the concept of SSOM and explain possible service options in the local market including composting, food to livestock, or other source separated organics management options that are available.
   • Provide to the generator specific information and educational materials on recycling and organics waste management options. Provide to the generator previously developed outreach tools, including financial analysis, explanation of how other recycling and SSOM systems have worked, and training of staff and students in other programs.
   • Provide information regarding Project and County financial assistance including BizRecycling Grant Programs and assist interested parties in completing grant applications, implementation and reporting.
   • Serve as a liaison between Project staff, key school personnel, and organic waste management service providers, recyclers, and garbage haulers to facilitate the implementation of organic waste management options, recycling collection systems, and cost effective garbage hauling services. This task includes:
     o Coordinating with key school personnel to implement changes to waste management systems.
     o Coordinating with providers of organic waste management, recycling, and garbage hauling and disposal services.
     o As directed, coordinating with school personnel to conduct garbage and recycling volume surveys and develop recommendations to “right size” garbage services.
     o Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
• Routinely, but not less than quarterly, provide Project and County staff with updates and specific information on each generator contacted, including the method of contact, type and duration (minutes/hours) of assistance provided, results of assistance including barriers or successes, and the next steps or follow-up services planned.

**Deliverables**
1. All targeted institutions on the priority list are contacted and offered or provided technical assistance.
2. New organic waste management collection systems and cost effective (“right sized”) garbage hauling and disposal services are implemented at selected K-12 charter and private schools in Ramsey and Washington County during the contract period.
3. Within 30 days of the end of each quarter, a summary of the following:
   • Overall program status that includes how many schools were contacted during the quarter, or provided assistance and the total number remaining to be contacted.
   • Written updates on new developments for the reporting quarter, based on the priority lists, by school, including:
     • Business name, location, contact name, contact information for individual(s) contacted, including: email, phone numbers, and addresses
     • Date of first contact, date of last contact
     • How business was engaged, source of contact
     • Level of interest (1=Ready to take action 2=Worth calling back, need more time 3=Not ready at all/ don’t call back. 4=Implemented changes)
     • Reason for participating: General overview of why participant sought or agreed to assistance and what they were hoping to achieve.
     • Top barrier or challenge to recycling, additional barriers specific to the particular business
     • Name of waste decision maker (person in control of waste contracts)
     • Lists current haulers for waste, recycling, and organics
     • Types and description of outreach services provided
     • Dated notes on specific progress that has been made for each location in the reporting quarter, including:
       ▪ Actions taken by the school, response to outreach services, and recommendations for next steps with the school
       ▪ Successful program developments and identification of the key reasons for the success of the individual programs
       ▪ For undeveloped programs list barriers stated by the school personnel, or otherwise identified, to the implementation of expanded recycling or SSOM programs and recommended solutions to remove the barriers

**Task 2:** The Contractor will provide technical assistance, consultation, and liaison “outreach” services to selected long-term care, assisted living, and health care facilities in Ramsey and Washington Counties for the implementation of organic waste management programs. Program options to be considered include composting, food to livestock, and other methods of
managing organic waste, recycling collection systems, and cost effective garbage hauling and disposal services:

The main focus of work for this task is directed at establishing new SSOM and recycling programs through working with administrators, foodservice directors, dietary managers, facilities managers, maintenance directors, housekeeping managers and environmental services directors.

The Contractor will:
1. Working off an existing list of long-term care, assisted living, and health care facilities in Ramsey and Washington Counties identify:
   a. New facilities that are not on the list
   b. High priority prospects
   c. Facilities that have received assistance from the Project in the past
   d. Facilities that have or had existing SSOM and recycling programs and might need additional assistance or revamping.
2. Establish contact with new and high priority prospects that have not previously been engaged or provided outreach services and make them aware of and provide them information and resources and assistance for organic waste management, recycling collection, and cost effective garbage hauling and disposal services.
3. Provide outreach services to long-term care, assisted living and health care facilities that have that have received assistance from the Project in the past or that have or had existing SSOM and recycling programs and might need additional assistance or revamping.
4. Provide information regarding Project and County financial assistance including BizRecycling Grant Programs and assist interested parties in completing grant applications, implementation and reporting.
5. Serving as a liaison between Project staff, key facility personnel, and organic waste management service providers, recyclers, and garbage haulers to facilitate the implementation of organic waste management options, recycling collection systems, and cost effective garbage hauling services:
   - Coordinating with key personnel to implement changes to waste management systems.
   - Coordinating the services provided by organic waste management, recycling, and garbage hauling and disposal services.
   - Coordinating with facility personnel to conduct garbage and recycling volume surveys and develop recommendations to “right size” garbage services as appropriate.
   - Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
6. Routinely, but not less than quarterly, provide the Project Joint Staff with a list of priorities and timelines for technical assistance, consultation and liaison services to be provided under this Task.

Deliverables
1. All targeted facilities on the priority list are contacted and offered or provided technical assistance and the results of these efforts are recorded and provided to the Counties. In
general this should be accomplished by dividing up the priority list into four sections and progressing through the list at approximately one section per quarter of the contract period.

2. New organic waste management, recycling, and cost effective (“right-sized”) garbage hauling and disposal services are implemented at selected institutions in Ramsey and Washington counties.

3. A quarterly summary of outreach services provided, by facility, including the following:
   - Overall program status that includes how many facilities were contacted or provided assistance and the total number remaining to be contacted.
   - Written updates on progress, based on the priority lists, by facility, including:
     - Business name, location, contact name, contact information for individual(s) contacted, including: email, phone numbers, and addresses.
     - Date of first contact, date of last contact
     - How business was engaged, source of contact
     - Level of interest (1=Ready to take action 2=Worth calling back, need more time 3=Not ready at all/ don’t call back. 4=Implemented changes)
     - Reason for participating: General overview of why participant sought or agreed to assistance and what they were hoping to achieve.
     - Top barrier or challenge to recycling: List of all barriers noted for a particular business
     - Name of person in control of waste contracts
     - Lists current haulers for waste, recycling, and organics
     - Types and description of outreach services provided
     - Update on what progress has been made for each location in the reporting quarter, including:
       - Actions taken by the business, response to outreach services, and recommendations for next steps with the business.
       - Results of effort:
         - If successful, list program developments and identification of the key reasons for the success of the individual programs.
         - For undeveloped programs, list barriers stated by the business personnel, or otherwise identified, to the implementation of expanded recycling or SSOM programs and recommended solutions to remove the barriers.

   - The specific types of services provided or requested, reaction by facilities to outreach services, steps taken by the facility personnel, program status, and recommendations for next steps.
   - List of the successful program developments and identification of the key reasons for the success of the individual programs.
   - A quarterly summary of barriers stated by the facility personnel, or otherwise identified, to the implementation of SSOM programs and recommended solutions to remove the barriers.
Task 3: Provide technical assistance, consultation and liaison services to private colleges and universities and other large institutions in Ramsey & Washington Counties.

The Contractor will provide technical assistance and consultation to implement organic waste management options at private colleges and universities and other large institutions in Ramsey and Washington Counties.

The Contractor will:
1. Review with Project Joint Staff a priority list of targeted private colleges, universities, and other large institutional generators of organic waste for technical assistance, consultation and liaison services.
2. Develop a list of the current status of organic waste management practices in private colleges, universities, and other large institutions and based on that information, provide a priority list of private colleges and universities and other large institutions to target assistance.
3. Evaluate previously implemented organic waste management programs and provide ongoing technical assistance as appropriate.
4. Implement new organic waste management programs at selected institutions.
5. Inform and educate key groups and institutional personnel about SSOM programs implementation plans.
6. Provide information regarding Project and County financial assistance including BizRecycling Grant Programs and assist interested parties in completing grant applications, implementation and reporting.
7. Serve as a liaison between Project Joint Staff and organic waste management firms to facilitate the implementation of organic waste management options:
   - Coordinating with key facilities personnel to implement the organic waste management options.
   - Coordinating the services provided by organic waste management service providers.
   - Coordinating with personnel conducting garbage and recycling volume surveys and developing recommendations to “right size” garbage services as appropriate.
   - Trouble-shooting and problem solving, as needed, by supporting a team effort among all stakeholders.
   - Attending meetings at selected facilities as needed.
8. Routinely, but not less than quarterly, discuss and determine with Project and County staff priorities and timelines for technical assistance, consultation and liaison services to be provided under this Task.

Deliverables
1. All targeted institutions on the priority list are contacted and offered or provided technical assistance and the results of these efforts are recorded and provided to the Counties.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected colleges and universities and other large institutions in Ramsey and Washington Counties.
3. A quarterly summary of summary of outreach services provided, by institution, including the following:
• **Overall program status that includes how many facilities were contacted or provided assistance and the total number remaining to be contacted.**

• Written updates on progress, based on the priority lists, by institution, including:
  - Business name, location, contact name, contact information for individual(s) contacted, including: email, phone numbers, and addresses.
  - Date of first contact, date of last contact
  - How business was engaged, source of contact
  - Level of interest (1=Ready to take action 2=Worth calling back, need more time 3=Not ready at all/ don’t call back. 4=Implemented changes)
  - Reason for participating: General overview of why participant sought or agreed to assistance and what they were hoping to achieve.
  - Top barrier or challenge to recycling: List of all barriers noted for a particular business
  - Name of waste decision maker-Person in control of waste contracts
  - Lists current haulers for waste, recycling, and organics
  - Types and description of outreach services provided
  - Update on what progress has been made for each location in the reporting quarter, including:
    - Actions taken by the institution, response to outreach services, and recommendations for next steps with the institution.
    - Results of effort:
      - If successful list program developments and identification of the key reasons for the success of the individual programs.
      - For undeveloped programs list barriers stated by the institution personnel, or otherwise identified, to the implementation of expanded recycling or SSOM programs and recommended solutions to remove the barriers.

**Task 4: Provide technical assistance, consultation and liaison services to Ramsey & Washington County facilities, and other businesses and establishments, as requested.**

The Contractor will:
Provide technical assistance/consultation to implement organic waste management options at select facilities and other businesses and establishments, as requested.

Seek input from County staff and develop plans to implement organic waste management systems at selected facilities, assist facilities that have previously implemented programs, and inform and educate key groups of facilities personnel about implementation plans. This is county directed work and all facilities, businesses, and establishments must be approved by the county prior to being engaged under this task. Provide information regarding Project and County financial assistance including BizRecycling Grant Programs and assist interested parties in completing grant applications, implementation and reporting.
Serve as a liaison between Project and County staff and organic waste management service providers to facilitate the implementation of organic waste management:
1. Coordinating with key facilities personnel to implement organic waste management plan.
2. Coordinating with personnel conducting garbage and recycling volume surveys and developing recommendations to “right size” garbage services as appropriate.
3. Coordinating the services provided by organic waste management service providers.
4. Trouble-shooting and problem solving, 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 under this Task.

**Deliverables**
1. Targeted county facilities are contacted and offered or provided technical assistance and the results of these efforts are recorded and provided to the Counties.
2. New organic waste management collection systems and cost effective garbage hauling and disposal services are implemented at selected county facilities.
3. A quarterly summary of the following:
   - Overall program progress that includes how many facilities were contacted or provided assistance and the total number remaining to be contacted.
   - A brief summary of outreach provided, by facility, including the specific types of services provided and/or requested, reaction by facilities to outreach services, steps taken by the facility personnel, program status, and recommendations for next steps.
   - A list of the successful program developments and identification of the key reasons for the success of the individual programs.
   - A summary of barriers stated by the facility personnel, or otherwise identified, to the implementation of SSOM programs and recommended solutions to remove the barriers.

**Task 6: Project Final report on outcomes and accomplishments for all tasks completed as part of this contract organized by the following sectors:** (1) K-12 public, private and charter schools; (2) long-term care, assisted living and health care facilities; (3) Ramsey/Washington County facilities; and (4) private colleges and universities and other major institutions

The Contractor will:
1. Develop a final report summarizing the Contractor’s impact on organic waste management in Ramsey and Washington County by January 1, 2016.
2. Focus the final report on the outcomes and accomplishments achieved during the contract period.
3. Summarize all of the quarterly reports and include overall outcomes and accomplishments by task and sector due to outreach services provided within each quarter in 2015.
4. Present a high level analysis of outcomes and accomplishments of the work completed under the contract.
Deliverables

By January 31, 2016 provide a final report summarizing the outcomes and accomplishments achieved during the contract period including overall outcomes and accomplishments by task and sector due to outreach services provided within each in 2015. The business sector summaries should include the total number of new business, institutions, and facilities provided assistance, during the contract period, existing programs or past assistance recipients provided assistance separately. Any descriptions of previous and future work should be brief and clearly distinct from work accomplished during the contract period.
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 Resource Recovery Technologies, LLC and overseeing other joint solid waste activities; and

WHEREAS, the Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

WHEREAS, the Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for nine years; and

WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 through 2014 to increase the recovery and management of organic waste by the non-residential sector; and

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

WHEREAS, the Project will continue its efforts to increase the level or organic waste management and recycling by non-residential generators in 2015, and desires to have JL Taitt and Associates assist in that effort; 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 approved 2015 Resource Recovery Project Budget includes $80,000 identified for these services for 2015. NOW, THEREFORE, BE IT

RESOLVED the Executive Committee for the Project hereby approves the amendment with JL Taitt & Associates, in an amount not to exceed $80,000 for the period January 1, 2015, through December 31, 2015, and authorizes the Chair of the Executive Committee to execute the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair

December 19, 2014
Project Board Meeting Date: 12/19/14

AGENDA ITEM:
IV. C.

SUBJECT: Amendment to Agreement for Professional Services with Minnesota Waste Wise

TYPE OF ITEM: ____ Information _____ Policy Discussion ___X__Action

Submitted By: Joint Staff Committee

PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment with MN Waste Wise Foundation in a form to be approved by the County Attorney, to extend the term through December 31, 2015, in the amount not to exceed $220,000 for services in 2015, and to adopt the revised scope of services.

EXECUTIVE SUMMARY:
Beginning in 2011, the Resource Recovery Project Board embarked on a significant program to promote organic waste management. In 2012, the Project contracted with MN Waste Wise for consultation and technical assistance with businesses that generate organic waste. The Project will continue to work with MN Waste Wise again in 2015. In 2015, MN Waste Wise will continue to provide outreach, technical assistance and consultation to private businesses, working with staff and other Project consultants.

FINANCIAL IMPLICATIONS:
The amendment is for an amount up to $220,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the amendment to Agreement in that amount.
SUBJECT: Amendment to Agreement with MN Waste Wise Foundation

ATTACHMENTS:
1. Amendment to Agreement with MN Waste Wise Foundation
2. Draft Resolution

AUTHORIZED SIGNATURES

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<tr>
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Agreement Between Ramsey/Washington County Resource Recovery Project and Minnesota Waste Wise Foundation

This is an amendment to the Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and Minnesota Waste Wise Foundation, 400 North Robert Street, Suite 1500, Saint Paul, Minnesota 55101 (“Contractor”), entered into by and between the parties as follows:

1. Scope of Services
   The Contractor shall provide services described in Attachment A-2.

2. Section 3. Time
   The Term of the Agreement is extended to December 31, 2015.

3. Section 4. Cost/Payment
   a. Section 4 of the Agreement shall be amended by adding the following: The total cost including permitted reimbursable expenses and Minnesota sales and use taxes for the period January 1, 2015 through December 31, 2015 shall not exceed $220,000.

4. All other terms and conditions of the Agreement with Minnesota Waste Wise Foundation, unless specifically amended herein, remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have entered into the Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ____________________________________ _________________________ Date
    Project Board Chair

Approved as to Form and Insurance:

By: ____________________________________ _________________________ Date
    Ramsey Assistant County Attorney

Approved as to Form:

By: ____________________________________ _________________________ 12.5.2014
    Washington Assistant County Attorney

Recommended By:

By: ____________________________________ _________________________ 12.3.2014
    Lead Member, Joint Staff Committee

Minnesota Waste Wise Foundation

By: ____________________________________ _________________________ 12/15/2014 Date
    Jill Curran

Print name: Jill Curran
Title: Executive Director
2015 SCOPE OF SERVICES

On behalf of the Ramsey/Washington County Resource Recovery Project (Project), the Contractor will provide technical assistance, research, liaison services and active marketing and outreach services in Ramsey and Washington Counties concerning commercial waste management, including waste reduction, recycling, organic waste recovery, resource recovery and cost effective waste management system strategies. The target audience includes businesses, non-profit organizations, and business associations, with high and medium generators of organic waste being of particular interest.

Desired outcomes include:

- Increased awareness of organics and recycling recovery opportunities by commercial solid waste generators and the wider business community;
- Increased organics and recycling recovery by commercial solid waste generators;
- Successful use of Project financial incentive programs by eligible entities to initiate, improve, or expand organics and/or recycling recovery;
- A greater understanding of barriers to and opportunities for organics recovery and commercial recycling that can be used in Project planning and program implementation.

Task 1: Provide consulting assistance to the Project on recycling, organics collection and other waste management issues as the Project develops programs and resources for businesses and organizations.

At the request of Project staff, the Contractor shall assist in developing programs and resources for businesses and organizations in the following ways:

A. Identify the type of information needed by commercial waste generators to become aware of organic waste management and recycling opportunities and change their waste management practices.

B. Provide the Project with previously developed background information, analytical tools and case studies as needed.

C. Provide advice to the Project on business practices, concerns and needs when implementing recycling, organics and other waste management programs.

D. Provide input and feedback on development of print and electronic tools developed by the Project and its partners, including the Project’s BizRecycling website.

E. Provide input and feedback on the development and delivery of other programs and resources of the Project, such as financial incentive and grant programs.

F. Attend meetings as directed by the Project and County staff.

Deliverable

1. Consultation as determined and directed by the Project and County staff.
Task 2: Provide outreach, technical assistance and consulting services, on-site, electronically, and over the telephone, to businesses and organizations located in Ramsey and Washington Counties.

The Contractor will:

A. Work with County Staff to develop 2015 priority list of commercial waste generator sectors for outreach services, and strategies to provide outreach services to those generators.

B. Based on the priority lists, develop a general work plan and timeline to provide outreach services to commercial waste generators. Amend the work plan and timeline as required as County priorities evolve.

C. Provide outreach services focused on engaging businesses and organizations and raising awareness of waste reduction, organics collection, and recycling options.

D. Provide technical assistance to guide businesses and organizations in their decision-making processes on cost-effective waste management service strategies, waste reduction, organics collection, and recycling using the Contractor's protocols and expertise, as well as information provided by the Project.

Any commercial waste generator that has requested assistance on waste issues, and that has received assistance from the Contractor in the form of information or recommendations to address those issues, will be counted toward the numeric goal established in Deliverable 2 below.

E. Work directly with businesses and organizations to help them implement changes in waste management practices, including review of waste streams, cost analysis, analysis of material handling, evaluation of organics management and/or recycling service options, contracting, and "right-sizing" of various services.

F. Serve as a liaison with haulers and other service providers to facilitate the implementation of organics and recycling collection systems and cost effective waste management practices when requested by businesses and organizations.

G. On a case-by-case basis and with the approval of Project staff, conduct a waste sort when findings are considered critical to a business or organization’s decision to change practices, or when findings are needed for success story or case study background.

H. Follow up with businesses and organizations provided assistance to encourage and trouble-shoot implementation. Every business or organization provided assistance will receive at least three follow-up contacts to advance implementation. Participants will not be closed out from implementation follow-up activity until at least one of the three following conditions has been met:

1. The Contractor has made at least three follow-up attempts at one-month, two-month, and six-month intervals, with no response.
2. The participant has expressed they no longer want contact with the Contractor.
3. The participant has implemented changes in waste management practices and has either agreed to or declined being the subject of a success story.

I. Promote the work on behalf of the Project.

J. Troubleshoot and problem solve as needed, by supporting a team effort among all stakeholders.

K. Coordinate, as needed, with Project and County staff and other consultants under contract with the Project.

**Deliverables**

1. A written general work plan describing the outreach strategies to be used.

2. Outreach leading to technical assistance, consultation and follow-up, both on-site and over the phone, to a minimum of 175 commercial waste generators during the term of the agreement.

3. Summary of activities in the monthly, quarterly, and final reports required in Task 7.

**Task 3: Provide technical assistance to businesses and organizations that make inquiries through the various Project or County-sponsored pathways.**

The Contractor will respond in a timely manner to referred requests for assistance made through any of the pathways established by the Project or either County, such as the BizRecycling website, direct requests to County staff, and Ramsey County’s 633-EASY phone hotline or AskEH email service.

A. Respond to phone call or email referrals within two business days (48 hours) from when the Contractor receives referrals from Project or County staff.

B. Provide technical assistance to businesses and organizations, including on-site assistance if necessary, as provided for in Task 2.

**Deliverable**

1. Summary of the number of referrals of requests for assistance, and the share responded to within two business days from receipt of referral, as part of the quarterly and final reports required in Task 7.

**Task 4: Identify successful implementation of waste management changes in ways that can be shared with others.**

The Contractor will:

A. Prepare at least fifteen (15) success story vignettes that identify the business or organization and the waste management changes made to move waste further up the hierarchy, as well as financial and other impacts on business operations as made available by the business or organization.
B. Identify at least six (6) businesses or organizations willing to serve as sources for detailed case studies, and provide information deemed necessary by Project staff to allow development of written case studies.

_Deliverables_

1. Written success stories as noted in A above.
2. Detailed information to be used to develop case studies as noted in B above.

Task 5: Support the Project in efforts to promote, market, and implement its programs and resources to commercial waste generators in Ramsey and Washington Counties.

A. Coordinate with Project staff on the development of promotional and informational materials provided to businesses and organizations under this Agreement. As requested by the Project, incorporate logos and information promoting BizRecycling and related Project programs, services, and brand identities on materials provided to businesses and organizations under this Agreement.

B. Distribute materials produced by the Project as requested.

C. Assist in marketing the Project’s programs and resources, including the Project’s BizRecycling website and incentive programs.

D. Support efforts to successfully implement and evaluate the Project’s incentive programs.

D.1 Identify opportunities for businesses and organizations to be considered strong candidates for the Project’s financial incentive programs (e.g., Starter Grants, Container Grants, Organics Rewards).

D.2 Provide recipients of the Project’s financial incentives with assistance in implementing changes to operations, placement of containers to maximize impact on diversion, assessing and gathering information on implementation and impact, and completing reports to the Project.

D.3 Provide feedback to Project staff when requested and submit a written quarterly summary on progress in the marketing and implementation of the incentive programs. This feedback and written summary should address Contractor activities and observations on potential applicants’ and on recipients’ response to the incentive programs that could be helpful in making adjustments to programs.

_Deliverables_

1. Engagement with Project staff and commercial waste generators to effectively execute Project financial incentive programs to its fullest potential.
2. Summary of Contractor efforts to assist the Project in development and execution of promotional and information efforts included in the quarterly and final reports to the Project required in Task 7.
Task 6: Provide technical assistance to Business Association Grant participants.

The Contractor will:

A. Meet with Business Association grantees as requested by Project Staff to discuss ways the Contractor can support grant activities.

B. When requested by a grantee, provide information on support activities at a level of detail the grantee requires to adequately report to the County and/or the grant activities.

C. Follow-up with all grantee during grant term and ensure grantees complete post-grant report.

Deliverables

1. Support provided as requested to grantees.
2. Details on activities in support of Business Association grantees included in the quarterly and final reports to the Project required in Task 7.

Task 7: Evaluate and report on the impact of outreach, technical assistance, and consultation services.

The Contractor will:

A. Track the types of outreach strategies and efforts pursued, the number of businesses and organizations contacted through specific outreach efforts, and the number provided assistance.

B. For each entity provided assistance, track and document contact information, including the name of individuals, email, phone, address, and operational location, along with the names of waste and recycling service providers and parties responsible for arranging for waste and recycling services if not the entity itself.

C. Track the nature of assistance provided in waste reduction, organics collection, recycling and other waste management practices provided to each entity, and describe the level of interest of each entity contacted in proceeding with changes in practices.

D. To the extent that financial information is available, track the impact from recommended changes in waste management practices. Track the potential for cost savings to each entity and document savings where realized. Where savings are not achieved, document negative financial impacts or reasons why potential savings were not realized.

E. Track each entity’s barriers to implementation of waste reduction, organics collection, recycling and other recommended waste management practices.

F. Within contract time limits, follow up with each entity after presentation of recommendations or delivery of implementation assistance per Task 2.D and Task 2.H, and track on-going waste management behavior changes. Document changes implemented and whether they persist, and if changes were not implemented, why not.
The Contractor may, but is not be required to, continue to track changes after three attempts to do so without a response from the entity, and may cease attempts once the entity expresses that they no longer wish to be contacted.

G. Produce a written monthly report for each of the first two months of each quarter, for a total of eight (8) monthly reports, in a format agreed to by the Project.

H. Produce a written quarterly report for each of the first three quarters, for a total of three (3) quarterly reports, in a format agreed to by the Project.

I. At the end of the contract year, assess general trends, issues, and opportunities in waste management affecting businesses and organization in the two counties, and the strengths and limitations of the approach taken by the Project under this contract in advancing waste reduction, organics management, and recycling.

J. Produce a final written report, in a format agreed to by the Project, that rolls up information and findings from the last calendar month of the year and the data and qualitative observations from the previous three quarterly reports, supplemented by data and qualitative observations outlined in A-F above for the final quarter; conclusions and recommendations to address topics described in I above; and any other information as required in Task 2, Deliverable 3; Task 3, Deliverable 1; Task 5, Deliverables 3 and 4; and Task 6, Deliverable 2.

Deliverables

1. Eight (8) written monthly reports described in G above.
2. Three (3) written quarterly reports described in H above.
3. A final written report described in J above.
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 Resource Recovery Technologies, LLC and overseeing other joint solid waste activities; and

WHEREAS, the Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

WHEREAS, the Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 through 2014 to increase the recovery and management of organic waste by the non-residential sector; 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 2015 Resource Recovery Project Budget has funding in the amount of $220,000 specified for an amendment to Agreement with Minnesota Waste Wise Foundation for consultation and technical assistance services.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to Agreement with Minnesota Waste Wise Foundation in an amount not to exceed $220,000 for the period January 1, 2015, through December 31, 2015, and authorizes the Chair of the Executive Committee to execute the amendment to Agreement upon approval as to form by the County Attorney.

______________________________
Commissioner Victoria Reinhardt, Chair         December 19, 2014
PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Graphic Design Services with Lure Design, LLC in a form to be approved by the County Attorney, to add $20,000 and extend the term through December 31, 2015 for services in 2015.

EXECUTIVE SUMMARY:
Lure Design has provided graphic design services to the Project since 2013, following a procurement process. In 2014, the Project produced a variety of materials for non-residential organic waste management and recycling, both hard copy and electronic, related to its Biz Recycling outreach efforts, with the assistance of Lure Design. Funds are budgeted in 2015 for graphic design services to provide a consistent and quality look to the Project’s efforts in outreach and promotion.

FINANCIAL IMPLICATIONS:
This amendment to the agreement Provides for $20,000 for 2015. Funding is available in the approved 2015 Resource Recovery Project Budget for the Agreement in that amount. There is no change in the hourly rate.
**SUBJECT:** Amendment to Agreement with Lure Design, LLC

**ATTACHMENTS:**
1. Amendment #2 to Agreement with Lure Design, LLC
2. Draft Resolution

**AUTHORIZED SIGNATURES**

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Amendment #2 to Agreement Between
Ramsey/Washington County Resource Recovery Project and Lure Design LLC

This is an amendment to the Agreement between the Ramsey/Washington Resource Recovery Project Board Contract and Lure Design LLC dated December 12, 2012, entered into by and between the parties as follows:

1. **Section 2. Term**

   The Term of the Agreement is extended to December 31, 2015.

2. **Section 4. Cost/Payment**

   Section 4 of the Agreement shall be amended by adding the following: The total cost including permitted reimbursable expenses and Minnesota sales and use taxes for the period January 1, 2015 through December 31, 2015 shall not exceed $20,000.

3. All other terms and conditions of the Agreement with Lure Design LLC, unless specifically amended herein, remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have entered into the Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: _________________________________ _________________________________
    Victoria Reinhardt                          Date
    Project Board Chair

Approved as to Form and Insurance:

By: _________________________________ _________________________________
    Ramsey Assistant County Attorney          Date

Approved as to Form:

By: _________________________________ 12.5.2015
    Washington Assistant County Attorney

Recommended By:

By: _________________________________ 12.3.2014
    Lead Member, Joint Staff Committee

Lure Design, LLC

By: _________________________________ 12/15/2014
    Lure Design, LLC
    Date
Resolution 2014- RR -  ____

  Whereas, The Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project (the “Project”) provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

  WHEREAS, the Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

  WHEREAS, the Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

  WHEREAS, the Project will continue its efforts to increase the level of organic waste management and recycling by non-residential generators in 2015, and desires to have graphic design services to assist in that effort; and

  WHEREAS, the Project used a competitive procurement process for graphic design services, and identified Lure Design, LLC as a designer in 2013 to assist in the creation and implementation of materials to support Project activities; 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 2015 Resource Recovery Project Budget has funding in the amount of $20,000 specified for an amendment with Lure Design, LLC for graphic design services.

  NOW, THEREFORE, BE IT RESOLVED, the Executive Committee authorizes the Chair of the Project Board to execute an amendment to the Agreement with Lure Design, LLC for the period January 1, 2015, through December 31, 2015, at a cost not to exceed $20,000.

  _______________________________________________________________
  Commissioner Victoria Reinhardt, Chair                        December 19, 2014
PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment with Second Harvest Heartland for Food Rescue Services in a form to be approved by the County Attorney, to extend the term through December 31, 2015, and in the amount not to exceed $40,000 for services in 2015.

EXECUTIVE SUMMARY:
Second Harvest Heartland (SHH) has a goal to end hunger in its service area. In 2007, SHH approached the Resource Recovery Project and noted that Ramsey and Washington Counties and SHH have converging, long-range strategic missions in diverting excess food from the waste stream and to human consumption. The Project and SHH entered into a two-year pilot service agreement for 2008 and 2009 to rescue perishable food that would become waste, and safely provide that food to hungry people. The pilot was successful, and the Project continued to contract with SHH for this service in 2010 - 2014. The 2015 budget includes funding to continue this program. The attached amendment continues funding at the same funding levels as 2014. The per-pound rate is unchanged from 2012. Total tonnage of food waste recovered has steadily increased each year.
SUBJECT: Amendment to Agreement with Second Harvest Heartland for Food Rescue

FINANCIAL IMPLICATIONS:
The agreement is for an amount up to $40,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the Agreement in that amount. There is no change in the per-pound rate.

ATTACHMENTS:
1. Amendment to Agreement for with Second Harvest Heartland for Food Rescue
2. Draft Resolution

AUTHORIZED SIGNATURES

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Amendment #4 to Agreement for Food Rescue Services with Second Harvest Heartland

This is an amendment to the Agreement for Food Rescue Services between the Ramsey/Washington Resource Recovery Project Board Contract and Second Harvest Heartland dated September 17, 2009, entered into by and between the parties as follows:

1. **Section 2. Term**

   The Term of the Agreement is extended to December 31, 2015.

2. **Section 3. Payment and Reporting**

   Section Subpart 3.A. of the Agreement shall be amended by adding the following: The total cost including permitted reimbursable expenses and Minnesota sales and use taxes for the period January 1, 2015 through December 31, 2015 shall not exceed $40,000.

   Section Subpart 3.E. is amended by addition of the following quarterly reports: Contractor shall provide a quarterly report to the Project due one month following the end of the previous quarter according to the following schedule:

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3. All other terms and conditions of the Agreement with Second Harvest Heartland, unless specifically amended herein, remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have entered into the Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ____________________________
    Project Board Chair

Date

Approved as to Form and Insurance:

By: ____________________________
    Ramsey Assistant County Attorney

Date

Approved as to Form:

Date

12.5.2014

By: ____________________________
    Washington Assistance County Attorney

Recommended By:

Date

12.3.2014

By: ____________________________
    Lead Member, Joint Staff Committee

Second Harvest Heartland

Date

12-16-14

By: ____________________________
    Chief Financial Officer
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 Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project (the “Project”) provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling”; and

WHEREAS, The Project Board has administered food waste and organic waste outreach, communication and technical assistance for nine years; and

WHEREAS, The Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 through 2014 to increase the recovery and management of organic waste by the non-residential sector; and

WHEREAS, Second Harvest Heartland (SHH) is the Upper Midwest's largest hunger-relief organization with a mission to end hunger through community partnerships, and provides food to hungry people through a food bank network and through food rescue; and

WHEREAS, The Counties and SHH have converging, long-range strategic missions in diverting excess food from the waste stream and to human consumption; and

WHEREAS, The Project Board entered into service agreements during 2008-2014 with SHH for the purpose of conducting food rescue; and

WHEREAS, The approved 2015 Resource Recovery Project Budget includes $40,000 for a service agreement for food rescue services with SHH for 2014; and

WHEREAS, the Executive Committee of the Project Board 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. Now, Therefore, Be It and

RESOLVED, The Ramsey/Washington County Resource Recovery Project Board Executive Committee hereby approves the amendment with Second Harvest Heartland for food rescue services, for the period January 1, 2015, through December 31, 2015, at a cost not to exceed $40,000, and authorize the Chair to execute the agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair
December 19, 2014
### Project Board Meeting Date: 12/19/14
### AGENDA ITEM: IV. F.

### SUBJECT: Amendment to Agreement for Communications & Advertising Services with Risdall Marketing Group

### TYPE OF ITEM:  Information  Policy Discussion  Action

### Submitted By: Joint Staff Committee

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**PROJECT BOARD ACTION REQUESTED:**

Authorize the Chair of the Executive Committee to execute an amendment to the Agreement between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group in a form to be approved by the County Attorney, to extend the term through December 31, 2015, in the amount not to exceed $80,000 for services in 2015, and to adopt the revised scope of services and revised 2015 rates.

**EXECUTIVE SUMMARY:**

Beginning in 2011 the Resource Recovery Project Board embarked on a significant program to promote organic waste management. In 2012, the Project contracted with Risdall Marketing Group for development of a website, now called BizRecycling, aimed at assisting non-residential waste generators with recycling and organic waste management. The new website launched in 2012, and during 2013 the site was enhanced to include a case study map and tools for organic waste management. In 2015, Risdall Marketing Group will assist in the Project in expanding the website to include interactive features and highlight free resources available to businesses. In addition, Risdall will assist the Project in developing a two year marketing plan for recycling and organic waste businesses and institutions. The hourly rate in 2015 is the same as in 2014.
SUBJECT: Amendment #3 to Agreement Between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group

FINANCIAL IMPLICATIONS:
The agreement is for an amount up to $80,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the Agreement in that amount.

ATTACHMENTS:
1. Amendment #3 to Agreement Between Ramsey/Washington County Resource Recovery Project and Risdall Marketing Group
2. Draft Resolution

AUTHORIZED SIGNATURES

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Amendment #3 to Agreement Between
Ramsey/Washington County Resource Recovery Project and
Risdall Marketing Group

This is an amendment to the Agreement between the Ramsey/Washington County Resource Recovery Project Board ("Project") Contract and Risdall Marketing Group ("Contractor") dated March 27, 2012, 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-2015.

2. **SECTION 3. Time**

   The Term of this Agreement is extended to December 31, 2015.

3. **SECTION 4. Payment and Reporting**

   Subpart 4. A. is amended to read “For services provided on an hourly basis the Project will pay the Contractor at an hourly rate of $139.50. In no event will payment to the Contractor pursuant to this Agreement for the period of January 1, 2015 through December 31, 2015 exceed $80,000, inclusive of all fees and expenses and any applicable taxes.”

4. All other terms and conditions of the Agreement with Risdall Marketing Group, unless specifically amended herein, remain in full force and effect.
EXHIBIT A-2015
RISDALL MARKETING GROUP
2015 SCOPE OF SERVICES
RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

Deliverables
1) Media Relations Packets and Timeline - $1,500
2) Refreshed Advertisements - $3,000
3) Additional services as defined below paid at hourly rate up to $58,210
   (approximately 415 hours)

BizRecycling Website

1. Public Relations Campaign for 2015 –
   a. Provide up to 10 hours of consultation/development time to meet and follow-up with Project staff and consultants to develop public relations packets based on 2015 Editorial Calendar prepared in 2014 as attached: (Deliverable - $1,500)
      (Due February 1, 2015)
         i. Define content of each public relations release
         ii. Develop a timeline for monthly releases including approval timelines
         iii. Confirm monthly editorial theme
         iv. Confirm evaluation methodology and report timing
   b. Facilitate proactive media relations monthly in conjunction with milestones identified on the 2015 Editorial Calendar including a minimum of three comprehensive success stories

2. Advertising Campaign for 2015
   a. Refresh advertisements developed in 2014 for use in 2015. Risdall will place media advertisements. (Deliverable - $3,000)
      i. Develop three new advertisement designs using the 2014 campaign look
         (Due February 1, 2015)

3. Phase Three Web Development Efforts (Paid on hourly rate basis)
   a. Further develop the website located at LessTrash.com to: (On Going)
      i. Expand pages, i.e. include non-residential recycling information, pollution prevention, etc.
      ii. Work with Project Staff to identify and develop additional tools that will add value to the website, including:
         1. Online appointment calendar (Due March 1, 2015)
         2. Online calculator(s)
3. Mapping feature(s)
4. Promoting grant opportunities
5. Grant Application
   b. Work with Project Staff to identify optimal social media and/or interactive features of the website, i.e. Live Chat features. (January – March 2015)
   c. Develop job aids for accessing/editing by Project Staff for the following areas:
      i. Global Navigation Bar in the color brown
      ii. The home page’s rotating images
      iii. The footer

4. Make changes to the website as directed by the Project in response to business input and needs (Ongoing) (Paid on hourly rate basis)

5. Consulting, project management and other work as identified and assigned (Ongoing) (Paid on hourly rate basis)

6. Assist Project and County staff in coordinating County Campaigns with Project Campaigns (Ongoing) (Paid on hourly rate basis)
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ____________________________________________  _____________________________
    Victoria Reinhardt
    Project Board Chair

By: ____________________________________________  _____________________________
    Ramsey Assistant County Attorney

Approved as to Form and Insurance:

By: ____________________________________________  _____________________________
    Washington Assistant County Attorney

Approved as to Form:

By: ____________________________________________  12.15.2014
    ____________________________________________
    Washington Assistant County Attorney

Recommended By:

By: ____________________________________________  12.15.2014
    ____________________________________________
    Lead Member, Joint Staff Committee

Risdall Marketing Group

By: ____________________________________________  _____________________________

12-15-2014

Date
2014 Q4 Recommendation and Preliminary 2015 Marketing Contract Overview

2014 Activity

College and University Athletic Venue Mandated Recycling
- Pitch Concordia University story (November / December)
- Set up other 2015 stories for continued news updates

Other 2014 Efforts
- Build the media / influencer list for 2014 and 2015 PR efforts (on following pages and attached as separate Excel document)
- Use the Key Messages document and Social Media Message Calendar provided by Tim to build the 2015 editorial calendar (on following pages)
- Work with BizRecycling team to define content for 2015 comprehensive success stories that can be used in multiple outreach efforts:
  1. Crossroads Properties
  2. Café Latte
  3. Boston Scientific
- Wrap up media campaign; present measurement results
- Begin 2015 planning efforts

Timing
November – December 2014

Budget
- Public relations: $8,500 (currently this balance is reserved for public relations in the Marketing contract)
- Other efforts: $11,000 (remainder of contract budget)

2015 Activity
- Create three comprehensive success stories and build the library of additional success stories to be used to execute against the editorial calendar
- Proactive media relations in conjunction with milestones identified on the 2015 editorial calendar
- Develop marketing and website goals, objectives, strategies and tactics for 2015

Timing
January – December 2014

Budget
- Public relations: $30,000 - $40,000 (depending on number of engagements approved)
- 2015 website and paid media: $40,000 - $60,000 (depending on approved strategies and tactics
Proposed 2015 Editorial Content Calendar

The following editorial calendar uses seasonal triggers, BizRecycling’s proposed social media calendar, and key topics related to business recycling to map out a proactive communications schedule for 2015. There is a mix of proposed news releases and media pitches; Risdall also recommends that BizRecycling consider developing a toolkit or fact sheet materials available for reference and download that correspond to some of the topics on the editorial, as they provide a destination for any call to action included in our communications.

The spacing of the news releases and media pitches is intended to balance hard news announcements where BizRecycling has a voice with items of interest that various reporters and publications may wish to cover based on their editorial needs. Risdall will collaborate with BizRecycling to prioritize what topics are pitched to which outlets, as not all outlets will be interested or able to cover business recycling every month, or during the same timeframe as another outlet.

For an updated media list, please reference the spreadsheet accompanying this proposed editorial calendar.

<table>
<thead>
<tr>
<th>Month</th>
<th>Focus/Theme</th>
<th>Tactic &amp; Topic</th>
<th>Corresponding Social Media Messages</th>
</tr>
</thead>
</table>
| January| New Year’s Resolutions  | News Release announcing 2015 grant availability and process | Starting the year  
• Resolve to improve your business  
• New law starts at end of the year  
• We’ll give you $10k to start new year w/ new recycling  
**Blog:** Waste Wise – topic tbd |
| February| Show (your budget) a Little Love | Media pitch: business success story | Why do you love recycling?  
• Using testimonials from Success Stories  
• Six more weeks (Groundhogs Day)? Heck we’ll help you find more than 6 years of savings.  
• Presidents Day Sale? We have savings year round.  
**Blog:** Zack - topic tbd |
### 2014 Q4 Recommendation and Preliminary 2015 Marketing Contract Overview

<table>
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<th>Month</th>
<th>Focus/Theme</th>
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<th>Corresponding Social Media Messages</th>
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<tr>
<td>March</td>
<td>Finding the Pot O’ Gold</td>
<td>Media pitch: 3 steps to improve recycling participation</td>
<td>Found a pot of gold.</td>
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<td>• Using Success Stories of $ savings</td>
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<td>• Did anyone win 2014 awards?</td>
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<td>Blog: Judy - topic tbd</td>
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<tr>
<td>April</td>
<td>Earth Day Every Day</td>
<td>Media pitch: Saints stadium; colleges experiencing success with sports facility recycling</td>
<td>Spring means greening – we’ll give your green, help you save green</td>
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<td>• Celebrate Earth Day – give your business a present too</td>
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<td>• Saints stadium opens – it’s green</td>
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<td>Blog: Kate - topic tbd</td>
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<td>May</td>
<td>Spring is Sprung</td>
<td>News Release: reminder on grant availability; focus on organics program</td>
<td>Grow your organics program</td>
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<td>• Compost good for gardens</td>
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<td>• We have an organics rewards program</td>
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<td>Blog: Danielle - topic tbd</td>
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<td>June</td>
<td>“Fit” for summer</td>
<td>Media pitch: tips for making business recycling easier</td>
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<td>• School’s out, don’t take a vacation from savings</td>
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<td>• Perfect time for schools to plan recycling system for fall</td>
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<td>July</td>
<td>Mid-year grant reminder</td>
<td>Media pitch: update on grant application and participation; milestone reminder that business recycling mandate takes effect in 6 months</td>
<td>Declare your independence from waste</td>
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<td>• Waste is inefficient and steals your profits</td>
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<td>• Going to Stillwater for the fireworks – check out these Success Stories</td>
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<td>Blog: Judy - topic tbd</td>
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<td>August</td>
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<td>Media pitch: business success story</td>
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<td>• It’s almost over – summer? Nope, our grant program.</td>
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<td>• Boston Scientific composts then uses finished compost on employee gardens</td>
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<td>Blog: Jodi Taitt - topic tbd</td>
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## 2014 Q4 Recommendation and Preliminary 2015 Marketing Contract Overview

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</thead>
</table>
| September | Back to School: Business Recycling 101 | News release: final countdown to 2015 business recycling mandate – what businesses need to know | • Labor savings – adding organics and recycling can save on labor costs  
• Remember your three Rs – Reduce, Reuse, Recycle  
**Blog:** Danielle - topic tbd |
| October  | Taking the “trick” out of business recycling | Media pitch: myth busting business recycling misconceptions | Treats no tricks  
• Get $10k for your recycling/organics program  
• Composting – it’s not just for leaves anymore  
**Blog:** Zack - topic tbd |
| November | Resource guide                       | News release: recycling resources for consumers and businesses; how Washington and Ramsey counties measure up; MN vs. national metrics | Giving Thanks  
• Businesses that need your recyclables  
• Give your unwanted stuff to someone who wants it  
**Blog:** Judy - topic tbd |
| December | Year in review                       | Media pitch: collegiate recycling one year later; final tips for business recycling preparation  | Give your business a present  
• Save money by recycling  
• Recycling required starting Jan. 1  
• Did anyone win awards in 2015?  
**Blog:** Kate - topic tbd |
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Resolution 2014- RR - ____

Whereas, The Joint Powers Agreement creating the Ramsey/Washington County Resource Recovery Project provides that the Project Board shall administer joint solid waste management activities proposed by the Joint Staff Committee, which includes “food waste and organic waste reduction and recycling;” and

Whereas, The Resource Recovery Project Board has administered food waste and organic waste outreach, communication and technical assistance for eight years; and

Whereas, The Project Board has engaged in information gathering and policy discussion during 2011, and implemented programs in 2012 and 2013 to increase the recovery and management of organic waste by the non-residential sector; and

Whereas, the Project procured the services of Risdall Marketing Group in 2012 as web developer to assist in the creation and implementation of an East-Metro commercial organic waste and recycling web page; and

Whereas, the Project will continue its efforts to increase the level of organic waste management and recycling by non-residential generators in 2015, and desires to have Risdall Marketing Group assist in that effort; 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 2015 approved Resource Recovery Project Budget has $80,000 identified for these services for 2015. NOW, THEREFORE, BE IT

Resolved, The Executive Committee authorizes the Chair of the Project Board to execute an amendment to the Agreement with Risdall Marketing Group with a term of January 1, 2015 through December 31, 2015, at a cost not to exceed $80,000.

Commissioner Victoria Reinhardt, Chair

December 19, 2014
PROJECT BOARD ACTION REQUESTED:

Authorize the Chair of the Executive Committee to execute an Agreement for County Environmental Charge Audit Services with Olsen, Thielen & Co., Ltd. in an amount not to exceed $100,000 for the period of January 1, 2015 through December 31, 2015.

EXECUTIVE SUMMARY:

The Board issued a Request for Proposal on September 13, 2014 for County Environmental Charge (CEC) Audit Services for a year term of January 1, 2015 through December 31, 2015 and may be renewed up to four (4) additional one-year periods. Three responses were received and Olsen, Thielen & Co., Ltd. was the selected vendor.

The 2015 work scope will consist of performing specific Compliance Reviews of Subjects, including solid waste transfer stations and waste haulers licensed by the Counties. The purpose of the review is to determine if the Subjects are assessing, billing, collecting and/or remitting the CEC, or performing related operations in compliance with applicable county ordinances. The Project may also elect to initiate Compliance Reviews for the purpose of calculating the total amount of CECs paid
SUBJECT: Agreement for County Environmental Charge Audit Services with Olsen, Thielen & Co., Ltd.

by a waste generator and to assess what if any effect the CEC has on service costs and waste management practices.

FINANCIAL IMPLICATIONS:
This agreement is for an amount up to $100,000. Funding is available in the approved 2015 Resource Recovery Project Budget for this Agreement in that amount.

ATTACHMENTS:
1. Agreement Between the Ramsey/Washington County Resource Recovery Project and Olsen, Thielen, Co., Ltd. For County Environmental Charge Compliance Reviews
2. Draft Resolution
<table>
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Agreement Between Ramsey/Washington County Resource Recovery Project and Olsen, Thielen & Co., Ltd. for County Environmental Charge (CEC) Audit Services

This is an Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and Olsen, Thielen & Co., Ltd, 2675 Long Lake Road, St. Paul, MN 55113-1117, a corporation (“Contractor”).

The Project and the Contractor agree as follows:

1. **Scope of Services**
   The Contractor shall provide Services as set forth in Exhibit A, Scope of Services, attached hereto and made part hereof.

2. **Project Roles and Responsibilities**
   The Project shall:
   a. Provide the Contractor with data necessary for performance of its duties under this agreement;
   b. Select subject on which to perform CEC Compliance Reviews (“Subjects”);
   c. Provide guidance regarding the Services required of the Contractor.

3. **Time**
   This Agreement shall be in force and effect from January 1, 2015 through December 31, 2015 and may be renewed up to four (4) additional one-year periods. Renewals shall be made by way of a written Amendment to the original Agreement and signed by authorized representatives.

4. **Cost/Payment**
   a. The total amount of this contract shall not exceed $100,000, inclusive of expenses. The Contractor shall invoice the Project for services provided to at the rate of $105 per hour for work performed in the months of May through November and at rate of $125 per hour for work performed during the months of December through April.

   b. The Contractor shall submit an invoice to the Project on a monthly basis. Invoices will provide sufficient detail to show, for each Subject reviewed, the specific personnel who performed the work, the type of work provided, the hours worked, the hourly rate, and the total the Project is responsible to pay. Payment will be made within 35 days of receipt of a completed and correct invoice.

   c. 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.
Reimbursement of expenses, if submitted, will be made consistent with Project policies. The Project will reimburse only the actual cost of out of pocket expenses. The Contractor will not be reimbursed for travel and other expenses within the State of Minnesota and St. Croix County, Wisconsin. Mileage reimbursement, if sought, will be reimbursed at the IRS rate in effect at the time of travel.

d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. **Independent Contractor**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the Project for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the Project. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. **Indemnification**

The Contractor shall indemnify, hold harmless and defend the Project, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees, which the Project, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor’s obligations pursuant to this Agreement.

7. **Insurance**

a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor’s operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the Project throughout the term of this Agreement.

  b.1 Commercial General Liability Insurance

  b.1.1 $ 1,500,000 per occurrence

  $ 2,000,000 general aggregate
$ 2,000,000 products/completed operations total limit
$ 1,500,000 personal injury and advertising liability

b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.

b.1.3 Ramsey Project, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

b.2 Automobile Insurance

b.2.1 Coverage shall be provided for hired, non-owned and owned auto.

b.2.2 Minimum limits: $1,000,000 combined single limit.

b.3 Workers’ Compensation and Employer’s Liability

b.3.1 Workers’ Compensation as required by Minnesota Statutes

b.3.2 Employer’s Liability limits:
$500,000/$500,000/$500,000

b.4 Professional Liability/Errors and Omissions Coverage (if applicable)

b.4.1 Per Claim Limit: $ 500,000
Per Occurrence Limit: $1,500,000
Aggregate Limit: $2,000,000

b.4.2 All policies shall be written as acceptable to Project.

b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

c. All Certificates of Insurance shall provide that the insurance company gives the Project thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the Project. Copies of insurance policies shall be submitted to the Project upon request.

f. Nothing in this Agreement shall constitute a waiver by the Project of any statutory or common law immunities, limits, or exceptions on liability.

g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best’s Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. Non-Assignability
The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the Project.

9. Unavailability of Funding
The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of Project Commissioners. The Project may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of Project Commissioners. Upon receipt of the Project’s notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Project.

10. Non-Conforming Services
The acceptance by the Project of any non-conforming services under the terms of this Agreement or the foregoing by the Project of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the Project's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Project provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. Equal Employment Opportunity
The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the Project, the Contractor shall furnish a written affirmative action plan.

12. Respectful Workplace and Violence Prevention
The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey Project Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

13. **Subcontractor Payment**
The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the Project for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

14. **Setoff**
Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Project for damages sustained by the Project by virtue of any breach of this Agreement by the Contractor. The Project may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Project from the Contractor is determined.

15. **Data Practices**
All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

16. **Compliance With Applicable Law**
The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

17. **Audit**
Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Project, the State Auditor or the Project's ultimate funding sources, a copy of this Agreement and the
books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

18. **Termination**
   a. **With Cause**
      The Project reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the Project. In the event that the Project exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

   b. **Without Cause**
      The Project may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

19. **Conflict of Interest**
   The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the Project of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Project whether the Contractor will or will not resign from the other engagement or representation.

20. **Waste Reduction**
   The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

21. **Alteration**
   Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.
22. **Interpretation of Agreement; Venue**
   This 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.

23. **Data Ownership**
   All information collected, gathered, developed, or resulting from this contract, including, but not limited to: notes, field notes, photos, charts, presentations, data, reports, summaries, analysis, etc. is the property of the Project and will be provided to the Project, in requested electronic format(s). At the request of the Project, the Contractor shall provide specific information to the Project referenced in Section 1 of the Agreement in a format requested by the Project in a timely manner.

24. **Entire Agreement**
   This Agreement, including **Exhibit A**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ________________________________
    Project Board Chair

Approved as to Form and Insurance:

By: ________________________________
    Ramsey Assistant County Attorney

Approved as to Form:

   ________________________________
   D.Kaye

By: ________________________________
    Washington Assistant County Attorney

Recommended By:

   ________________________________
   J. Hansen

By: ________________________________
    Lead Member, Joint Staff Committee

Olsen, Thielen & Co., Ltd.

By: ________________________________
    Patrick D. Powers

Print name: Patrick D. Powers

Title: President

Date ________________________________

12.15.2014

Date ________________________________

12.15.2014

Date ________________________________

12/16/14
SCOPE OF SERVICES

GENERAL

The scope consists of performing specific Compliance Reviews of Subjects, including but not limited to, solid waste transfer stations and waste haulers licensed by the Counties, and other waste generators, or Subjects, as identified by the Counties. The purpose of the review is to determine if the Subjects are assessing, billing, collecting and/or remitting the CEC, or performing related operations in compliance with applicable county ordinances. The Project may also elect to initiate Compliance Reviews for the purpose of calculating the total amount of CECs paid by a waste generator and to assess what if any effect the CEC has on service costs and waste management practices. The Contractor will perform the Compliance Reviews in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Project. The Contractor makes no representations regarding the sufficiency of the Specific Review Tasks described below for the purpose for which the review has been requested or for any other purpose.

The Project will identify Subjects on which to perform Compliance Reviews and will notify each Subject it has been selected. The Project will then provide the Contractor with the Subject’s contact information, CEC remittance data, special concerns, and other information, as needed, to enable the Contractor to prepare for, schedule, and conduct a review in accordance with the tasks specified below.

SPECIFIC REVIEW TASKS

For each Compliance Review the Contractor shall propose to the Project materiality levels and sample sizes, taking into account each Subject’s specific circumstances and other concerns as indicated by the Project. The Contractor shall perform the following tasks, unless otherwise directed by the Project:

- For each Subject, review County CEC report and remittance data and any specific concerns to determine the number of accounts and invoices to be reviewed, and to identify the specific time period(s) to be reviewed;
- Contact the Subjects to schedule reviews and provide information to the Subject on how to prepare for the review;
- Perform a review of the Subject’s billing and record keeping systems and procedures, to include observations regarding unique capabilities and/or limitations;
- Review a selected sample of customer invoices to determine if the Subject properly imposed the CEC on Mixed Solid Waste services, and compare those results with County CEC report and remittance data;
- Determine the accuracy of Subject’s CEC billing practices, and explore any apparent discrepancies between the review findings and the reported data;
Review invoices to determine the frequency at which customers fail to pay CECs or remit a portion of CECs invoiced, and describe Subject’s procedures when this occurs;

Identify common and specific terminology found on customer invoices, and suggest terms, invoice layout(s), and other approaches that would assist in making clear those costs that are and are not subject to the CEC;

Review other records or procedures to determine the proper administration of the CEC, as agreed to by the Contractor and the Counties or the Project; and

Provide expert testimony, when necessary, during administrative, civil or criminal proceedings.

CONTRACTOR REPORTS

Compliance Reports. For each Subject reviewed, the Contractor shall provide to the Project a written report detailing the specific procedures performed and the results of the review. The Contractor shall make the report available to the Project as soon as possible. The Contractor’s report shall include, when appropriate, the following statements:

“We have performed the procedures enumerated below that were agreed to by the Project, solely to assist you with respect to the collection and remittance of the CEC by Company (Subject) for (the period of review). The Company’s (Subject’s) management is responsible for preparing and maintaining the Company’s accounting records. This review was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose that this report has been requested or for any other purpose.”

“We were not engaged to, and did not, conduct an audit or examination, the objective of which would be the expression of an opinion on the Company’s (Subject’s) handling and remitting of the CEC for (the period of review). Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.”

“This report is intended solely for the information and use of the Project and Counties and is not intended to be and should not be used by any other party.”

Annual Summary Report. The Contractor shall provide the Project with an annual summary report by February 1st of the following year. The summary report shall identify the number of Subjects reviewed; list general findings on compliance with CEC collection and remittance requirements and other findings with regard to the CEC; and present any observations and recommendations for the following review period that the Contractor believes could improve CEC compliance or determination thereof.
SCOPE OF SERVICES

GENERAL
The scope consists of performing specific Compliance Reviews of Subjects, including but not limited to, solid waste transfer stations and waste haulers licensed by the Counties, and other waste generators, or Subjects, as identified by the Counties. The purpose of the review is to determine if the Subjects are assessing, billing, collecting and/or remitting the CEC, or performing related operations in compliance with applicable county ordinances. The Project may also elect to initiate Compliance Reviews for the purpose of calculating the total amount of CECs paid by a waste generator and to assess what if any effect the CEC has on service costs and waste management practices. The Contractor will perform the Compliance Reviews in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Project. The Contractor makes no representations regarding the sufficiency of the Specific Review Tasks described below for the purpose for which the review has been requested or for any other purpose.

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Resolution 2014-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 Counties have implemented a County Environmental Charge (CEC), and in order to assure compliance with ordinances provisions that relate to the charge, desire the services of a professional financial audit firm to conduct CEC Compliance Reviews; and

WHEREAS, the Project issued a Request for Proposals on September 13, 2014 for the procurement of a vendor to provide CEC Compliance Review services; and

WHEREAS, Olsen, Thielen, Co., Ltd. is willing to provide CEC Compliance Review 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 2015 Resource Recovery Project Budget has approved $100,000 for financial audit services for 2015.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the Agreement with Olsen, Thielen, Co., Ltd., with a term from January 1, 2015 to December 31, 2015 and in an amount not to exceed $100,000 for that term, and authorizes the Chair of the Executive Committee to execute the Agreement pending final approval of the County Attorney.

Commissioner Victoria Reinhardt, Chair
December 19, 2014
PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment 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, 2015, in the amount not to exceed $300,000 for services in 2015, and to adopt the revised scope of services and revised 2015 rates in Exhibits A and B respectively.

EXECUTIVE SUMMARY:
The Project has an engineering consultant under contract for a variety of services. In 2015 Foth's work scope will include two broad categories of work. First, work that it has typically done to assist the Project in management and administration, such as assistance with monitoring ongoing operations of Resource Recovery Technologies, LLC; evaluation of solid waste data and processing technologies; assisting with economic research and market analysis for collection, transfer and disposal pricing in the region; market analysis for recyclable materials, including organic waste; monitoring waste deliveries by haulers and from other counties; serving as a liaison with waste
SUBJECT: Amendment to Agreement for Engineering Services with Foth Infrastructure & Environment, LLC (Foth)

haulers; data management, analysis and assistance with management of organic waste streams; assistance with examining transportation and transfer stations issues associated with organic waste; and other duties of an engineering or technical nature. Second, Foth will be carrying out a substantial amount of work associated with the policy evaluation on the future of processing and potential purchase of the Facility in Newport. In 2015, Foth's hourly rate is increased by 2.5% or $2 to $4 per hour depending on the staff member.

FINANCIAL IMPLICATIONS:
This agreement is for an amount up to $300,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the Amendment to the Agreement in that amount.

ATTACHMENTS:
1. Amendment #12 to Agreement for Professional Services with Foth Infrastructure & Environment, LLC
2. Draft Resolution
## Authorized Signatures

<table>
<thead>
<tr>
<th>Role</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint Staff Committee</td>
<td>12.8.2014</td>
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<tr>
<td>Ramsey County Attorney</td>
<td></td>
</tr>
<tr>
<td>Washington County Attorney</td>
<td>12.8.2014</td>
</tr>
<tr>
<td>Ramsey County Department of Finance</td>
<td>12.8.2014</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
Amendment #12 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-2015.

2. SECTION 4. Reimbursement and Payment

   Is amended by the addition of the language set forth in the attached Exhibit B-2015. Compensation paid to Consultant for services provided during the period January 1, 2015 through December 31, 2015 shall not exceed $300,000, inclusive of permitted reimbursable expenses and mileage.

3. SECTION 20. Term

   The Term of this Agreement is extended to December 31, 2015.

All other terms and conditions of the Contract with Foth Infrastructure & Environment LLC 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: ____________________________ Date ________________
    Victoria Reinhardt
    Project Board Chair

Approved as to Form and Insurance:

By: ____________________________ Date ________________
    Ramsey Assistant County Attorney

Approved as to Form:

By: ____________________________ Date ________________
    12.8.2014

Recommended By:

By: ____________________________ Date ________________
    12.8.2014

Foth Infrastructure and Environment LLC

By: ____________________________ Date 12/15/2014
    Warren Shannon
    Title: Client Director

By: ____________________________ Date 12/15/2014
    Title: Technical Director
EXHIBIT A-2015
Foth Infrastructure & Environment, LLC

2015 SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

To the extent of budget availability, Foth will address the following:

1. As requested, provide engineering and technical consultation to assist the COUNTIES and PROJECT on a number of issues, including, but not limited to:
   - Economic research and market analysis for collection, transfer and disposal pricing in the region;
   - Market analysis for recyclable materials, including organic waste;
   - Monitoring waste deliveries by haulers and from other counties;
   - Serving as a liaison with waste haulers;
   - Assisting in negotiations with RRT;
   - Combustion capacity for RDF;
   - Data management;
   - Providing recommendations on the management of certain waste streams including construction and demolition and industrial waste;
   - Research and analysis and assistance with management of organic waste streams;
   - Assistance with examining transportation and transfer stations issues associate with organic waste;
   - Research and analysis on future county role in processing and other areas; and
   - Other duties of an engineering or technical nature.

As requested, provide consultation, technical assistance, evaluation, or coordination as directed by the PROJECT.

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.

Policy Evaluation
In 2015 Foth will conduct further evaluation of technology options based on 2013 and 2014 work; following decisions made by the Project to define the specific work scope. Integrating technology into long term plans. Foth’s work will occur in these areas:

1. Transaction Issues – Due diligence
   a. As the Project continues to evaluate exercise of the Option to Purchase, Foth will assist more detailed engineering examination of the facility and assets that would be acquired. Working with staff and other consultants, Foth will also assist with evaluation of financial and legal issues associated with acquisition of the Facility, such as review of contracts and assignments, deed and easement issues, permitting, purchasing protocols, and so on.

2. Financial issues –Based on the direction selected by the Project, Foth will assist with financial analyses related to:
   3. Projecting operating costs
   4. Options to finance operating costs
5. Facility Operational Issues – Based on the direction selected by the Project, Foth will assist on facility operations issues, including:
   a. A scope of operations
   b. Labor – Framing the specific alternatives
   c. Continued detailed work on operating agreements
   d. If privately owned, establish processes to assure that private facility operations are consistent with County objectives.
   e. If publically owned, develop implementation plan for scope of operations; and assignment of operating agreements.

6. Technology Analysis - Continue to monitor and coordinate with, including but limited to:
   a. Anaerobic digestion technology and projects being developed and operated in North America.
   b. Gasification technology and projects being developed and operated in North America.
   c. Mixed Waste Processing technology and projects being developed and operated in North America.
   d. Refuse Derived Fuel technology and projects being developed and operated in North America.

7. Carbon Analysis - Based on the direction selected by the Project, Foth will lead the system-wide carbon analysis that addresses carbon emissions from collection, processing and transporting recyclables, yard waste, organics and trash. Subcontracts, if needed, may be sought to address Renewable Energy Tax Credits and emerging technologies.

8. The specific work activities associated with the Policy Evaluation may change depending on policy decisions made in early 2015. Changes in the scope of this amendment shall be made in writing by the Project’s Joint Staff Committee and Foth.
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.

**2015 Rates for Staff Identified as Available To the Resource Recovery Project**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warren Shuros</td>
<td>Client Director</td>
<td>$168</td>
</tr>
<tr>
<td>Jim Miles-Polka</td>
<td>Project Director</td>
<td>$164</td>
</tr>
<tr>
<td>Curt Hartog</td>
<td>Senior Technical Consultant</td>
<td>$147</td>
</tr>
<tr>
<td>Jessica Graveen</td>
<td>Project Engineer</td>
<td>$ 98</td>
</tr>
<tr>
<td>Nate Klett</td>
<td>Project Engineer</td>
<td>$123</td>
</tr>
<tr>
<td>Kristie Williams</td>
<td>Lead Process Engineer</td>
<td>$148</td>
</tr>
<tr>
<td>Brian Sperrazza</td>
<td>Lead Hydrogeologist</td>
<td>$127</td>
</tr>
<tr>
<td>Kathy Osborne</td>
<td>Senior Project Manager</td>
<td>$153</td>
</tr>
<tr>
<td>Dan Krivit</td>
<td>Senior Project Manager</td>
<td>$156</td>
</tr>
<tr>
<td>Susan Young</td>
<td>Senior Consultant</td>
<td>$134</td>
</tr>
<tr>
<td>Jennefer Klenert</td>
<td>Senior Consultant</td>
<td>$125</td>
</tr>
<tr>
<td>Bruce Rehwaldt</td>
<td>Lead Engineer</td>
<td>$158</td>
</tr>
<tr>
<td>Andrea Johnson</td>
<td>Engineer</td>
<td>$ 88</td>
</tr>
<tr>
<td>Felipe Ortega</td>
<td>Engineer</td>
<td>$ 85</td>
</tr>
</tbody>
</table>

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**  
**2015 Environmental Services Standard Rate Schedule**

<table>
<thead>
<tr>
<th>Labor Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director/Principal</td>
<td>$ 150.00 - $215.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$ 125.00 - $195.00</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$ 130.00 - $170.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 100.00 - $145.00</td>
</tr>
<tr>
<td>Lead Engineers</td>
<td>$ 105.00 - $165.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$ 95.00 - $130.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>$ 85.00 - $105.00</td>
</tr>
<tr>
<td>Lead Environmental Scientist</td>
<td>$ 100.00 - $165.00</td>
</tr>
<tr>
<td>Project Scientist</td>
<td>$ 85.00 - $100.00</td>
</tr>
<tr>
<td>Scientist</td>
<td>$ 65.00 - $ 90.00</td>
</tr>
<tr>
<td>Lead Planner</td>
<td>$ 100.00 - $140.00</td>
</tr>
<tr>
<td>Project Planner</td>
<td>$ 80.00 - $110.00</td>
</tr>
</tbody>
</table>
Planer  $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 - $85.00
Administrative Assistant  $55.00 - $75.00
Clerical  $50.00 - $60.00

Foth Infrastructure & Environment, LLC
2015 Standard Resource Charges

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost basis</th>
<th>Std charge</th>
</tr>
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<tbody>
<tr>
<td>Computer Usage</td>
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<tr>
<td>AutoCAD/Intergraph/GIS</td>
<td>Cost/Usage</td>
<td>$15.00/hr</td>
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<tr>
<td>High End Software</td>
<td>Cost/Usage</td>
<td>$15.00 - 25.00/hr</td>
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<td>Automobile Travel</td>
<td>Mileage</td>
<td>$0.56/mi (1)</td>
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<tr>
<td>Public Transportation</td>
<td>--</td>
<td>Cost</td>
</tr>
<tr>
<td>Subsistence and Lodging</td>
<td>--</td>
<td>Cost</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special equipment rates quoted on an individual basis, if requested.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subconsultants (drilling, laboratory, etc.)</td>
<td>--</td>
<td>Cost</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>--</td>
<td>Cost</td>
</tr>
</tbody>
</table>

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

(1) Mileage rates are subject to change based on Federal Government Standards and economic conditions.
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 Resource Recovery Technologies, LLC 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 1V.B of the Joint Powers Agreement for the Resource Recovery Project; and

WHEREAS, the 2015 Resource Recovery Project Budget has approved $300,000 for outside engineering services for 2015.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Foth Infrastructure & Environment, LLC, with a term from January 1, 2015 to December 31, 2015 and in an amount not to exceed $300,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement upon approval as to form by the County Attorney.

Commissioner Victoria Reinhardt, Chair  December 19, 2014
PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Professional Services between the Project and Stoel Rives LLP, in a form to be approved by the County Attorney, to extend the term through December 31, 2015, in an amount not to exceed of $400,000 for services in 2015, and to adopt the revised scope of services and revised 2015 rates in Exhibits A and B respectively.

EXECUTIVE SUMMARY:
The Resource Recovery Project has retained the firm of Stoel Rives LLP for consulting services on policy and legal matters. Kevin Johnson with Stoel Rives has significant expertise in waste, environmental and energy issues and law, and has been important in Project work related to RRT and policy development. In 2014 the Project will use the services of Stoel Rives LLP to provide analysis and advice on policy and legal issues as outlined in the Project’s 2015 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility.
SUBJECT: Amendment to Agreement for Professional Services with Stoel Rives, LLP

FINANCIAL IMPLICATIONS:
This agreement is for an amount up to $400,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the Agreement in that amount. The hourly rate has not changed.

ATTACHMENTS:
1. Amendment #12 to Agreement for Professional Services with Stoel Rives, LLP
2. Draft Resolution

AUTHORIZED SIGNATURES

<table>
<thead>
<tr>
<th>Joint Staff Committee</th>
<th>Date</th>
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<table>
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<tr>
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<tr>
<th>Ramsey County Department of Finance</th>
<th>Date</th>
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<tbody>
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<td>12.15.2014</td>
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<table>
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<tr>
<th>Other</th>
<th>Date</th>
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</table>
Amendment # 13 to Agreement for Professional Services with Stoel Rives, LLP

This is an amendment to the Agreement for Professional Services between the Ramsey/Washington County 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, 2015.

3. **SECTION 3 COST AND PAYMENT**
   
   Is amended by the addition of the language set forth in the attached Exhibit B.
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ________________________________  ________________________________
    Project Board Chair  Date

Approved as to Form and Insurance:

By: ________________________________  ________________________________
    Ramsey Assistant County Attorney  Date

Approved as to Form:


By: ________________________________  12.15.2014
    Washington Assistant County Attorney  Date

Recommended By:


By: ________________________________  12.15.2014
    Lead Member, Joint Staff Committee  Date

Stoel Rives, LLP

By: ________________________________  12.15.2014
    Its: Partner  Date
 Amendment to Exhibit A

Stoel Rives, LLP

SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT (“Project”)

For the period January 1, 2015, through December 31, 2015, as directed by the Project Joint Staff Committee:

Provide analysis and advice on policy and legal issues as outlined in the Project’s 2015 work plan on continued examination of policy and legal issues in regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility. Stoel Rives shall be the lead entity on analysis related to waste assurance, shall be a contributor to analyses related to governance, operational issues, ownership, financing, technical alternatives, and shall assist in other legal issues that arise related to this work. Stoel Rives will be involved in work of policy issues related to but not limited to transaction issues, waste assurance, ownership, governance, planning and policy development, and operations. Legal assistance related for financing and various agreements are expected as well.

 Amendment to Exhibit B

Billing Rate

Stoel Rives LLP Blended Billing Rate
For the period January 1, 2015, through December 31, 2015, the blended hourly rate of attorneys and legal assistants working under the contract shall not exceed $370/hour, in an amount not to exceed $400,000, 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photocopies</td>
<td>$0.12 per page</td>
</tr>
<tr>
<td>Computer assisted legal research</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>

All other terms and conditions of the Agreement with Stoel Rives, LLP unless specifically amended herein remain in full force and effect.
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 2015 Resource Recovery Project Budget has approved $400,000 for outside legal services for 2015.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Stoel Rives LLP, with a term from January 1, 2015 through December 31, 2015 and in an amount not to exceed $400,000, and authorizes the Chair of the Executive Committee to execute the amendments to the Agreement upon approval as to form by the County Attorney.

__________________________
Commissioner Victoria Reinhardt, Chair

December 19, 2014
PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an amendment to the Agreement for Financial Advisor Services between the Project and Springsted Incorporated by the County Attorney, to extend the term by renewal through December 31, 2015, in the amount not to exceed $80,000 for services in 2015, and to adopt the revised scope of services in Exhibit A.

EXECUTIVE SUMMARY:
The Project has a financial advisor under contract for a variety of services associated with the evaluation of the future of processing and potential purchase of the Facility in Newport. The Springsted Incorporated 2015 work scope includes providing analysis and advice on financial policy and legal issues as outlined in the Project’s 2015 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility.
SUBJECT: Amendment to Agreement for Financial Advisor Services with Springsted Incorporated

FINANCIAL IMPLICATIONS:
The agreement is for an amount up to $80,000. Funding is available in the approved 2015 Resource Recovery Project Budget for the Agreement in that amount. There is no change in the hourly rate.

ATTACHMENTS:
1. Amendment #2 to Agreement Between Ramsey/Washington County Resource Recovery Project and Springsted Incorporated for Financial Advisor
2. Draft Resolution

AUTHORIZED SIGNATURES

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<thead>
<tr>
<th>Joint Staff Committee</th>
<th>Date</th>
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<tr>
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<td>Ramsey County Attorney</td>
<td>Date</td>
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<td></td>
<td></td>
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<tr>
<td>Washington County Attorney</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>12.8.2014</td>
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<td>Date</td>
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<tr>
<td></td>
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<tr>
<td>Other</td>
<td>Date</td>
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<tr>
<td></td>
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</tbody>
</table>
Amendment # 2 to Agreement Between Ramsey/Washington County Resource Recovery Project and Springsted Incorporated for Financial Advisor

This is an amendment to the Agreement for Professional Services between the Ramsey/Washington County Resource Recovery Project (“Project”) Board and Springsted Incorporated dated July 25, 2013 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 3 TIME**
   
   The Term of the Agreement is extended by renewal to December 31, 2015.

3. **SECTION 4 COST/PAYMENT**
   
   Section 4 of the Agreement shall be amended by adding the following: The total costs including permitted reimbursable expenses and Minnesota sales and use taxes for the period of January 1, 2015 through December 31, 2015 shall not exceed $80,000.

All other terms and conditions of the Agreement with Springsted, Inc. unless specifically amended herein remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have entered into the Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ___________________________________________                        Date
    Project Board Chair

Approved as to Form and Insurance:

By: ___________________________________________                        Date
    Ramsey Assistant County Attorney

Approved as to Form:

[Signature]

By: ___________________________________________                        Date
    Washington Assistant County Attorney

Recommended By:

[Signature]

By: ___________________________________________                        Date
    Lead Member, Joint Staff Committee

Springsted Incorporated

By: ___________________________________________                        Date
    [Signature] Barry W. Fick
Amendment to EXHIBIT A

Springsted, Inc.

SCOPE OF SERVICES

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

For the period January 1, 2015, through December 31, 2015, as directed by the Project Joint Staff Committee:

- Provide analysis and advice on financial policy and legal issues as outlined in the Project’s 2015 work plan with regard to the future of waste processing, alternatives analysis and potential purchase of the Resource Recovery Facility specifically:
  - Design and implement a financing strategy for facility acquisition including but not limited to financing facility purchase, projecting operating costs; option to finance operation costs and capital analysis and facility maintenance/improvement cost; and
  - Design and implement a financing strategy for processing agreement and private development of desired technology.
- Springsted, Inc. shall be the lead entity on analysis related to financial issues, shall be a contributor to analyses related to waste assurance, governance, operational issues, ownership, technical alternatives, and shall assist in other financial issues that arise related to this work.

All other terms and conditions of the Agreement with Springsted, Inc. unless specifically amended herein remain in full force and effect.
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 Resource Recovery Technologies, LLC and overseeing other joint solid waste activities; and

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

WHEREAS, The Project has contracted with Springsted Incorporated to carry out the financial advisory services associated with the Joint Powers and Service Agreement; and

WHEREAS, Springsted Incorporated is willing to provide financial advisory 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 2015 Resource Recovery Project Budget has approved $80,000 for outside financial advisory services for 2015.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the amendment to the Agreement with Springsted Incorporated, with a term from January 1, 2015 to December 31, 2015 and in an amount not to exceed $80,000 for that term, and authorizes the Chair of the Executive Committee to execute the amendment to the Agreement.

________________________________________
Commissioner Victoria Reinhardt, Chair   December 19, 2014
Project Board Meeting Date: 12/19/2014

AGENDA ITEM: IV. K.

SUBJECT: Agreement for Strategic Communications with Exponent

TYPE OF ITEM: _____ Information _____ Policy Discussion _____ Action

Submitted By: Joint Staff Committee

PROJECT BOARD ACTION REQUESTED:
Authorize the Chair of the Executive Committee to execute an Agreement for Strategic Communications Consultant Services with Exponent in an amount not to exceed $80,000 for the period of January 1, 2015 through December 31, 2015.

EXECUTIVE SUMMARY:
The Board issued a Request for Proposal on September 13, 2014 for Strategic Communications Consultant Services for a year term of January 1, 2015 through December 31, 2015 and may be renewed up to two (2) additional one-year periods. Five responses were received and Exponent was the selected vendor.

The 2015 work scope will consist of developing effective communication strategies about the evaluation process; key findings and key decisions; and impacts based on the decision. A strategic Resource Recovery communication plan will outline the messages, milestones and communications tools needed for the Project Board to communicate to a wide variety of stakeholders and media. The plan will assist in raising awareness and understanding of the Counties’ efforts, and build support and educate decision makers on current and future needs.

FINANCIAL IMPLICATIONS:
This agreement is for an amount up to $80,000. Funding is available in the approved 2015 Resource Recovery Project Budget for this Agreement in that amount.
SUBJECT: Agreement for Exponent for Strategic Communications Consultant Services

ATTACHMENTS:
1. Agreement for Exponent for Strategic Communications Consultant Services
2. Draft Resolution

AUTHORIZED SIGNATURES

<table>
<thead>
<tr>
<th>Joint Staff Committee</th>
<th>Date</th>
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<tbody>
<tr>
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<td>12.15.2014</td>
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<tr>
<td>Ramsey County Attorney</td>
<td>Date</td>
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<td></td>
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</tr>
<tr>
<td>Washington County Attorney</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>12.15.2014</td>
</tr>
<tr>
<td>Ramsey County Department of Finance</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>12.15.2014</td>
</tr>
<tr>
<td>Other</td>
<td>Date</td>
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</table>
Agreement Between Ramsey/Washington County Resource Recovery Project and Exponent for County Environmental Charge Audit Services

This is an Agreement between the Ramsey/Washington County Resource Recovery Project (“Project”) and Exponent, 400 First Avenue North, Suite 700, Minneapolis, MN 55401-1954, a corporation (“Contractor”).

The Project and the Contractor agree as follows:

1. **Scope of Services**
   The Contractor shall provide Services as set forth in Exhibit A, Scope of Services, attached hereto and made part hereof.

2. **Project Roles and Responsibilities**
   The Project shall support the work of the Contractor by providing resources and staff support as needed by the Contractor.

3. **Time**
   This Agreement shall be in force and effect from January 1, 2015 through December 31, 2015 and may be renewed up to two (2) additional one-year periods. Renewals shall be made by way of a written Amendment to the original Agreement and signed by authorized representatives.

4. **Cost/Payment**
   a. The total amount of this contract shall not exceed $80,000, inclusive of expenses.
   
   b. The project fee schedule includes an hourly fee and reimbursable expenses:

<table>
<thead>
<tr>
<th>Project Personnel</th>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brittany Voss</td>
<td>PR Account Manager</td>
<td>$175</td>
</tr>
<tr>
<td>Roxanne Landon</td>
<td>Senior Content Developer</td>
<td>$190</td>
</tr>
<tr>
<td>Bob Gagne</td>
<td>Public Affairs Director</td>
<td>$210</td>
</tr>
</tbody>
</table>

   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.

   To the extent possible all billing should be allocated under the specific tasks in the Scope of Services.

   c. 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.
Exponent 1/1/15-12/31/15

Reimbursement of expenses, if submitted, will be made consistent with Project policies. The Project will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the Project and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service (“IRS”) Regular Per Diem Rate Method or actual cost, whichever is less. Mileage reimbursement, if sought, will be reimbursed at the IRS rate in effect at the time of travel.

d. The Contractor shall submit an invoice to the Project on a monthly basis. Payment will be made within 35 days of receipt of a detailed invoice.

e. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. **Independent Contractor**

   It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the Project for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the Project. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. **Indemnification**

   The Contractor shall indemnify, hold harmless and defend the Project, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees, which the Project, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor’s obligations pursuant to this Agreement.

7. **Insurance**

   a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor’s operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the Project throughout the term of this Agreement.

b.1 Commercial General Liability Insurance
b.1.1 $1,500,000 per occurrence
   $2,000,000 general aggregate
   $2,000,000 products/completed operations total limit
   $1,500,000 personal injury and advertising liability

b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.

b.1.3 Ramsey Project, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

b.2 Automobile Insurance
b.2.1 Coverage shall be provided for hired, non-owned and owned auto.

b.2.2 Minimum limits: $1,000,000 combined single limit.

b.3 Workers’ Compensation and Employer’s Liability
b.3.1 Workers’ Compensation as required by Minnesota Statutes

b.3.2 Employer’s Liability limits:
   $500,000/$500,000/$500,000

b.4 Professional Liability/Errors and Omissions Coverage (if applicable)
b.4.1 Per Claim Limit: $500,000
   Per Occurrence Limit: $1,500,000
   Aggregate Limit: $2,000,000

b.4.2 All policies shall be written as acceptable to Project.

b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
c. All Certificates of Insurance shall provide that the insurance company gives the Project thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the Project. Copies of insurance policies shall be submitted to the Project upon request.

f. Nothing in this Agreement shall constitute a waiver by the Project of any statutory or common law immunities, limits, or exceptions on liability.

g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best’s Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. **Non-Assignability**
The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the Project.

9. **Unavailability of Funding**
The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of Project Commissioners. The Project may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of Project Commissioners. Upon receipt of the Project’s notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Project.

10. **Non-Conforming Services**
The acceptance by the Project of any non-conforming services under the terms of this Agreement or the foregoing by the Project of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the Project's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Project provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
11. **Equal Employment Opportunity**
   The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the Project, the Contractor shall furnish a written affirmative action plan.

12. **Respectful Workplace and Violence Prevention**
   The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey Project Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

13. **Subcontractor Payment**
   The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the Project for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

14. **Setoff**
   Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Project for damages sustained by the Project by virtue of any breach of this Agreement by the Contractor. The Project may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Project from the Contractor is determined.

15. **Data Practices**
   All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

16. **Compliance With Applicable Law**
   The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation
of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

17. **Audit**
   Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Project, the State Auditor or the Project's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

18. **Termination**
   a. **With Cause**
      The Project reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the Project. In the event that the Project exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

   b. **Without Cause**
      The Project may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

19. **Conflict of Interest**
   The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the Project of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Project whether the Contractor will or will not resign from the other engagement or representation.

20. **Waste Reduction**
   The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.
21. **Alteration**
Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

22. **Interpretation of Agreement; Venue**
This 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.

23. **Data Ownership**
All information collected, gathered, developed, or resulting from this contract, including, but not limited to: notes, field notes, photos, charts, presentations, data, reports, summaries, analysis, etc. is the property of the Project and will be provided to the Project in requested electronic format(s). At the request of the Project, the Contractor shall provide specific information to the Project referenced in Section 1 of the Agreement in a format requested by the Project in a timely manner.

24. **Entire Agreement**
This Agreement, including **Exhibit A**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT

By: ____________________________
    Project Board Chair

Approved as to Form and Insurance:

By: ____________________________
    Ramsey Assistant County Attorney

Approved as to Form:

By: ____________________________
    Washington Assistant County Attorney

Recommended By:

By: ____________________________
    Lead Member, Joint Staff Committee

Exponent

By: ____________________________
    Thomas Lindell

Print name: Thomas Lindell

Title: Managing Director

Exponent 1/1/15-12/31/15

Date

12.15.2014

Date

12.15.2014

Date

12/16/2014

Date

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SCOPE OF SERVICES

Purpose
The purpose of the strategic communications consulting services is to assist the Ramsey/Washington County Resource Recovery Project Board (“Project Board” or “Project”) in the development of an audience-centered strategic communications plan. The Project Board is currently seeking a Strategic Communications Consultant to develop a strategic communications plan that will:

- Clearly articulate the Project’s vision and the programs that support it.
- Present the organization’s branded story and position with well-defined communication’s goals including opportunities to better engage the public.
- Identify key audiences and a strategic approach to reaching those audiences, and evaluating the effectiveness of the communications.

On behalf of Ramsey and Washington Counties, the Project Board has been involved in a significant policy analysis (2013-2015) to evaluate the future of waste processing in the Counties. The policy evaluation is leading to a decision point in 2015 about the future of waste processing and, in particular, whether the Counties would consider purchasing a resource recovery facility. The policy evaluation includes examination of several factors including waste technologies, waste assurance, ownership, governance alternatives, etc. The decisions made as a result of this analysis will affect the way that recyclables, organic waste, and trash are managed in the East Metro area for decades to come.

The Project Board seeks assistance in developing effective communication strategies about the evaluation process; key findings and key decisions; and impacts based on the decision. A strategic Resource Recovery communication plan will outline the messages, milestones and communications tools needed for the Project Board to communicate to a wide variety of stakeholders and media. The plan will assist in raising awareness and understanding of the Counties’ efforts, and build support and educate decision makers on current and future needs.

Work Scope
The Scope of Work will be built around the following deliverables:

1. A comprehensive Resource Recovery Strategic Communications Plan that:
   a. Develops clear communication goals.
   b. Defines an achievable set of audiences for the Project to target, identifies its engagement drivers, and assesses the best avenues, venues and outlets to reach these audiences.
   c. Defines audience-centered key messages associated with communications goals, that will be conveyed through:
      i. Media relations;
      ii. Community relations;
      iii. Social media;
      iv. Traditional media, such as fact sheets, events, mailings; and
      v. Crisis communications.
   d. Assesses current organizational branding through its programs, services, interface, systems, and public image, and makes tactical recommendations to build the brand while delivering key messages to target audiences.
   e. Synchronizes tactical recommendations to the Project Board’s evaluation and decision-making milestones.
2. Plan Tactical Recommendations:
   a. Communications management and on-going strategic communications recommendations, in coordination with Project staff and County Communications staff.
   b. Strategic messaging development.
   c. Recommendations on hosting public open houses and other listening opportunities to gauge public opinion.
   d. Recommending changes to the Project’s existing web pages or developing a new website.
   e. Assistance with media, community and business relations and engagement strategies, including:
      i. Marketing and media research:
      ii. Media planning and placement;
      iii. Preparation of related media communications and collateral materials;
      iv. Develop presentations and talking points;
      v. Preparation of audio/video presentation; and
      vi. Other related activities.
3. Other communication activities as requested by the Project
Resolution 2014-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 seeks a Strategic Communications Consultant to develop a strategic communications plan that will articulate the Project’s vision, position the Project with well-defined communication's goals, and evaluate the effectiveness of the communications.

WHEREAS, the Project issued a Request for Proposals on September 13, 2014 for the procurement of a vendor to provide Strategic Communications Consultant services; and

WHEREAS, Exponent is willing to provide Strategic Communications Consultant 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 2015 Resource Recovery Project Budget has approved $80,000 for financial audit services for 2015.

NOW, THEREFORE, BE IT RESOLVED the Executive Committee for the Project hereby approves the Agreement with Exponent with a term from January 1, 2015 to December 31, 2015 and in an amount not to exceed $80,000 for that term, and authorizes the Chair of the Executive Committee to execute the Agreement.

Commissioner Victoria Reinhardt, Chair                             December 19, 2014
Thursday, January 22, 9:00 a.m. to 11:00 a.m. - Resource Recovery Project Board Meeting
Location: Oakdale Discovery Center | 4444 Hadley Avenue N | Oakdale

Agenda:
• Approval of Agenda
• Approval of Minutes 9/25/14
• Governance
  - Election of officers (chair, vice chair)
  - Appointment of committees
• Project Management
  - Budget activity report
  - 2015 work plan and meeting schedule
• Non-Res. Recycling and Org.
  • BizRecycling Report
• Policy Evaluation
  - Communications
  - Report from REW Conf.
  - Policy Evaluation Status Report
  - Report on Legislative initiatives
• Updates and other business

Thursday, February 26, 9:00 a.m. to Noon - Resource Recovery Project Board Workshop
Location: Keller Clubhouse | 2166 Maplewood Drive | Maplewood

Agenda
• Approval of Agenda
• Approval of Minutes 9/25/14
• Project Management
  - Budget activity report
• Non-Res. Recycling and Org.
  - BizRecycling Report
• Policy Evaluation
  - Communications
  - Policy Evaluation Status Report
    o Presentation of Reports
      ▪ Technology
      ▪ Policy Evaluation
        • Waste Assurance
        • Governance
        • Ownership/Operations
        • Financial Report
  - Report on Legislative initiatives
Note: At the March, and possibly April meetings, further information on the policy decisions will be presented. Similarly, the schedule contemplates a decision on the option to purchase at either the April or May meeting of the Project Board. The timing will be determined at the February meeting.

Thursday, March 26, 9:00 a.m. to Noon
Location: Keller Clubhouse | 2166 Maplewood Drive | Maplewood
Agenda: Resource Recovery Project Board Meeting/Workshop

Thursday, April 23, 9:00 a.m. to Noon
Location: Oakdale Discovery Center | 4444 Hadley Avenue N | Oakdale
Agenda: Resource Recovery Project Board Meeting/Workshop

Thursday, May 28, 9:00 a.m. to Noon
Location: Oakdale Discovery Center | 4444 Hadley Avenue N | Oakdale
Agenda: Resource Recovery Project Board Meeting/Workshop

Thursday, June 25, 9:00 a.m. to 11:00 a.m.
Location: Keller Clubhouse | 2166 Maplewood Drive | Maplewood
Agenda: Resource Recovery Project Board Meeting

Thursday, July 23, 9:00 a.m. to 11:00 a.m.
Location: To Be Determined
Agenda: Resource Recovery Project Board Meeting

Thursday, September 25, 9:00 a.m. to 11:00 a.m.
Location: To Be Determined
Agenda: Resource Recovery Project Board Meeting

Thursday, October 22, 9:00 a.m. to 11:00 a.m.
Location: To Be Determined
Agenda: Resource Recovery Project Board Meeting

November/December - Date and Time to Be Determined
Location: To Be Determined
Agenda: Resource Recovery Project Board Meeting

Budget Committee and Executive Committee
Meetings will be scheduled as needed. Specifically, the budget committee will meet after policy decisions have been made that will allow for the preparation of a 2016-2017 Resource Recovery Project Budget
Key Issues to be addressed by the Project Board in 2015

- Option to Purchase: Recommendation to the Ramsey and Washington County Boards on whether to exercise the Option to Purchase the Resource Recovery Facility
- 2016-2017 Budget – Develop, review, approved and recommend that the Ramsey and Washington County Boards adopt and fund a two-year project Budget
- Depending on the specific action taken on the Option to Purchase, the following would need to be addressed
  - Joint Powers Agreement – Recommend changes to the Joint Powers Agreement
  - Facility Operations
    - Service Agreement with a private facility owner; or
    - Actions related to operational decisions as a public entity (such as labor, various business agreements, etc.)