

AGREEMENT TO PROVIDE RECYCLING SERVICES

AGREEMENT made this **22nd day of October**, 2020 by and among the Cities of **WEST ST. PAUL, SOUTH ST. PAUL, MENDOTA HEIGHTS, SUNFISH LAKE** and **LILYDALE**. (hereinafter individually referred to as a “City” and collectively referred to as the "Cities").

- 1. AUTHORITY.** This Agreement is entered pursuant to Minnesota Statute § 471.59.
- 2. PURPOSE.** The purpose of this Agreement is to provide recycling services for the Cities.
- 3. WASTE ABATEMENT PROGRAM SERVICE.** The City of West St. Paul shall implement a waste abatement program (“Program”) as described in the Dakota County Community Waste Abatement Grant Application (“Application”) for itself and the cities of South St. Paul, Mendota Heights, Sunfish Lake and Lilydale.

If either the City of South St. Paul, Mendota Heights, Sunfish Lake or Lilydale desire additional waste abatement services outside of those described in the Application, the City desiring the additional service(s) may enter into a separate agreement with West St. Paul for those services and pay for those services with funds other than those awarded under any waste abatement grant.

- 4. FINANCE.**
 - A.** The City of West St. Paul shall act as the fiscal agent for the Cities and shall maintain a separate fund for the purpose of operating the Program. The City of West St. Paul is authorized to pay Program expenses and receive reimbursements.
 - B.** For each calendar year of the Program, the City of West St. Paul, following review and consultation with the other Cities, shall submit an application on behalf of the four Cities for a Dakota County Community Waste Abatement Grant.
 - C.** The City of West St. Paul shall submit a reimbursement request that complies with the Dakota County Community Waste Abatement Grant Program Guidelines and Application.
 - D.** The City of West St. Paul shall purchase equipment and supplies for the Program through procedures that are most beneficial to the Program. Contracts let and purchases made shall conform to statutory requirements applicable to the Cities.
- 5. CONTRIBUTIONS OF FACILITIES AND FUNDS BY CITIES.**
 - A.** Each City shall determine which of its resources will be available to the Program, including specifically any facilities, equipment, funds or personnel to be made available for Program activities. Each City will use reasonable efforts to provide a workspace with appropriate office supplies and equipment to allow an environmental technician to fulfill

the requirements of the Program. If a City chooses to have the technician spend office time at their facility, that city will provide a workspace with appropriate office supplies and equipment to allow the technician to fulfill the requirements of the Program. The schedule of the technician will be determined at a later date.

B. The Cities intend that the Program be fully funded by Dakota County with some City in-kind waste diversion activity or funding by each City as a percentage match determined by the County to the County's funding. The Cities will attempt to operate within the funding provided by Dakota County, but it is feasible that the costs to operate the Program could potentially be higher than the funding provided. In the case of a funding shortage, Cities shall make up the funding deficit in the below manner for each situation described:

1) If costs are higher than funding: West St. Paul shall alert the Cities as soon as it is aware that the potential exists for a funding shortage and shall attempt to make modifications to the services that still meet the requirements of the Program to offset the shortage prior to the shortage occurring. If measures cannot be taken to address the shortage, the shortage shall be made up by the Cities according to the grant funding percentage allocated to or on behalf of each City in relation to the total grant funding received by the Cities (as determined by the County's grant funding allocation model).

2) If a City doesn't provide its in-kind waste diversion activity or funds or accurately report it to West St. Paul by required deadlines in accordance with County requirements: That City shall be responsible for any funding shortage associated with its lack of reporting or failure to provide its in-kind waste diversion.

C. The environmental specialist in charge of the Program will be housed in either West St. Paul City Hall or Mendota Heights City Hall. The West St. Paul City Clerk will supervise the environmental technician with input from designated supervisory contacts in South St. Paul (Licensing/Code Enforcement Division Manager), Mendota Heights (Public Works Director), Sunfish Lake (City Clerk/Administrator) and Lilydale (City Clerk/Administrator).

6. PERSONNEL. The City of West St. Paul shall establish standards and qualifications for its personnel. West St. Paul's Recycling Services personnel shall be deemed employees of the City of West St. Paul, not of the other member Cities. West St. Paul personnel shall be responsible for carrying out the Program and the terms and conditions of the Application and any resulting grant.

7. INSURANCE AND INDEMNIFICATION.

A. General Liability Insurance. Each individual City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04. Each City shall maintain public liability insurance coverage on the Public Resources made available for the Program. If any City is notified that its insurance is cancelled, it will immediately notify the other Cities in

writing. If any City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least thirty (30) days written notice of its intent to withdraw.

B. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing services pursuant to this agreement. Each City waives the right to sue any other City for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other City or its officers, employees or agents.

C. Indemnification. The Cities agree to indemnify and hold harmless each other and each other's respective employees, trustees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Accordingly, on demand, the indemnifying party agrees to reimburse the indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party that results from the indemnifying party's breach of any provision of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

The Cities agree that liability under this Agreement is controlled by Minnesota Statute § 471.59, subdivision 1a, and that the total liability for the participating cities shall not exceed the limits on governmental liability for a single entity of government as specified in Minnesota Statute § 466.04, subdivision 1.

8. DURATION.

A. Any City may withdraw from this Agreement on December 31 of any year. Written notice of termination must be given to the other Cities at least ninety (90) days prior thereto.

B. Upon a City's withdrawal from the Agreement or termination of the Agreement any resources will be promptly returned to the City that provided a resource to the Program.

C. In the event of written notification to withdraw, the remaining Cities shall meet to

consider modifying the Agreement to continue without the withdrawing City or to terminate.

9. PRIOR AGREEMENTS SUPERSEDED. This Agreement supersedes and repeals all prior agreements among the Cities related to the recycling service.

IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their respective duly authorized officers.

Dated: _____

CITY OF WEST ST. PAUL

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF SOUTH ST. PAUL

BY: _____
Its Mayor

AND _____
Its City Manager

Dated _____

CITY OF MENDOTA HEIGHTS

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF SUNFISH LAKE

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF LILYDALE

BY: _____
Its Mayor

AND _____
Its City Clerk