



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: January 26, 2021
SUBJECT: Approve Yard Waste Composting Agreement with Rice County

Background:

Rice County has had an agreement with the City for providing yard waste compost services to County residents since 2008. The services are provided by the yard waste site that is operated at the Water Reclamation Facility, at 214 14th Street NE.

Attached is a copy of the proposed 2021-2023 agreement from Rice County. The most recent agreement expired on December 31, 2020. The terms of the proposed agreement are the same as the previous agreement. The compensation amount will decrease slightly from \$21,580.72 in the previous agreement to \$21,268.33 annually in the proposed agreement. This decrease is a result of using current census data for calculating the compensation amount.

Recommendation:

Approve Yard Waste Composting Agreement with Rice County

Attachments:

- Agreement

AGREEMENT FOR YARD WASTE COMPOSTING

This Agreement made and entered into as of this 1st day of January, 2021 by and between the County of Rice hereinafter referred to as the "County" and the city of Faribault hereinafter referred to as the "City".

WHEREAS, the County desires to continue a yard waste composting program to promote a safer environment, and

WHEREAS, the State of Minnesota prohibits the disposal of yard wastes into landfills,

WHEREAS, the County feels that there should be mutual cooperation with Rice County cities to solve the yard waste problem,

WHEREAS, the City wishes to further the success of the composting program and actively participate in its management,

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

The term of this agreement is January 1st, 2021 thru December 31st, 2023 the date of the signatures of the parties notwithstanding.

2. The County agrees to assume the following obligations:

A. The County will obligate funds for the chipping of wood, processing of yard waste monitoring of site and removal from the site if needed. The County has no obligation to perform work or reimburse the City for work performed to prepare, construct, and maintain the City yard waste site.

B. The County will provide the City with funds to manage their yard waste site by reserving funds for the City at a per-capita rate of \$0.89 per person. These funds to be released with the submission of an itemized bill from the City. In the event that the county arranges for services described above or incurs costs to manage the site the amount spent by the county shall be subtracted from the total and the city notified of the amount.

The total per-capita (23,897) funds for the City are \$21,268.33.

C. Indemnify and hold the City and its officers, employees, agents and volunteer workers harmless from any claims, suits, or damages arising out of any act or omission of the County, its officers, employees, agents or volunteer workers in the performance of the services provided for by this agreement.

D. Assist the City with a publicity program that emphasizes backyard composting, leaf and grass mulching, and any other processes that will reduce yard waste disposal at yard waste sites. The County will provide brochures for distribution by City staff.

E. Maintain a separate yard waste site for public use when the City site is closed.

F. Accept any yard waste from the City at no charge except for commercial accounts.

3. The City agrees to assume the following obligations:

A. Provide a site to be used for yard waste collection. This site will have an approved MPCA "yard waste permit", or other permits as necessary for yard waste composting.

B. Work with the County to assist with an educational program to promote yard waste composting and at home composting.

C. Provide a litter barrel at the site.

D. Monitor the site during all open hours.

E. Haul away from the site any non-yard waste materials, including but not limited to material improperly or illegally dumped. The City may deliver these wastes to the Rice County landfill and dispose of them at no charge after notifying the landfill ahead of time.

F. Provide labor and equipment to process monitor or remove from site yard waste delivered by residents. These costs will be reimbursed by the County upon submission of an itemized bill from the City not to exceed the total per-capita rate for the City.

G. Indemnify and hold the County and its officers, employees, agents and volunteer workers harmless from any claims, suits, or damages arising out of any act or omission of the City, its officers, employees, agents, or volunteer workers in the performance or non-performance of the services provided for by this agreement.

4. The City and County further agree that:

A. The City and County shall at all times during the terms of this agreement, have and keep in force a general liability insurance policy in the amount of not less than the municipal tort liability limits as provided for in Minnesota Statue Section 466.04.

B. All composted materials and chipped brush within or on the City site are the sole property of the City. Any distributions of this product are at the discretion of the City. Any yard wastes that are delivered to the landfill are the property of the County and may be used or distributed by the County as best fits the needs of the residents and County operations.

C. Upon the mutual written consent of the parties, this agreement may be renewed for successive periods of one year upon the same terms and conditions in all respects as hereinafter set forth, and upon such other terms and conditions as they shall mutually agree upon. Such agreements shall be writing and attached to this document.

5. The City and County further agree that:

A. Both parties will comply with all federal, state and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status with regard to public assistance, disability or age.

B. Any alterations, amendments, deletion or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by both parties. This agreement may be terminated by either party upon sixty (60) days written notice to the other party hereto.

C. If any of the provisions in this agreement are later determined to be illegal or in opposition to EPA or MPCA regulations, then only that section will be null and void and both parties are to then negotiate in good faith to correct those parts of the agreement.

Date	County of Rice Environmental Services Director
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Date	City of Faribault Mayor	City of Faribault Administrator
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