

COOPERATIVE AGREEMENT WITH DUNN COUNTY FOR A RECYCLING EFFICIENCY  
AND RELATED GRANT AUTHORIZATION

WHEREAS Polk County and Dunn County maintain in each of its respective county a recycling program; and

WHEREAS recycling efficiencies are integral and necessary to recycling programs in the State of Wisconsin; and

WHEREAS the Polk County and Dunn County have, as of September 2007, been working toward specific cooperative programs, namely to develop programs for increasing recycling at convenience store; and

WHEREAS, after conducting research on the cost efficiency and efficacy of a such a program, the staff of Polk County recommends entering into a cooperative agreement with Dunn County for the purpose of developing a cooperative recycling program to increase recycling at convenience stores and to maintain other recycling programs as needed.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Wisconsin Statute Section 66.0301 the Polk County Board of Supervisors declares its intent to work together with Dunn County to identify and institute such recycling projects and/or pursuits, and to work together where possible to provide solutions on a collaborative basis for the benefit of the citizens of Polk County and Dunn County.

**BE IT FURTHER RESOLVED** that the Polk County Board of Supervisors adopts and enters into the Recycling Efficiency Grant Project cooperative Agreement, as attached hereto and incorporated herein, for the purpose of carrying out the cooperative recycling program.

**BE IT FURTHER RESOLVED** that the Polk County Board of Supervisors authorizes the Polk County Director of Buildings, Parks and Waste to execute and to administer said cooperative agreement on behalf of Polk County.

**BE IT FURTHER RESOLVED** that the Polk County Board of Supervisors authorizes the Polk County Director of Buildings, Parks and Waste to submit on behalf of Polk County a Recycling Incentive Grant application to the Wisconsin Department of Natural Resources and be responsible for all grants relating to this authorizing resolution.

**Funding Amount:** Estimated \$6,600 **Funding Source:** Wis. DNR Recycling  
Incentive Grant

**Date Finance Committee Advised:** Not Applicable

**Finance Committee Recommendation:** Not applicable

Approved as to form: Jeffrey B. Fuge  
Jeffrey B. Fuge, Corporation Counsel

Date Submitted to the County Board: 1/15/08

County Board Action: Adopted.

Effective Date: Upon Passage

SUBMITTED at the request of Polk County Property, Forestry and Recreational Committee.

Michael Larsen  
JJ Johnson  
Russell E. Howard  
Marvin Carpenter  
KJ

The above resolution, Resolution 01-08, has been approved this 15<sup>th</sup> day of January 2008.

Larry Jepsen Dated: 1-15-08  
Larry Jepsen, Polk County Board Chairperson

Attest: Catherine L. Albrecht Dated: 1/15/08  
Catherine Albrecht, Polk County Clerk

## RECYCLING EFFICIENCY GRANT PROJECT COOPERATIVE AGREEMENT

This is an agreement between Dunn County and Polk County to coordinate and initiate new local recycling projects with convenience stores and maintain other recycling programs as needed. This agreement is entered into pursuant to Wis. Stat. §66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental recycling program during the term of this agreement. Consequently, this agreement also satisfies each of the Responsible Unit's (RU) eligibility requirements necessary to qualify as applicants for the Wisconsin Department of Natural Resources Recycling Efficiency Incentive Grants to Responsible Units.

1. STATEMENT OF EXPECTATIONS. The partnership formalized by this agreement will improve the quality of local recycling programs by allowing the parties to contract for services that will focus on researching, evaluating, and marketing recycling options to residents and businesses in Dunn and Polk Counties.

- The project will focus on increasing recycling at convenience stores and provide owners, managers and employees with information and education about recycling and will help create an infrastructure at the convenience stores so recycling can occur at all levels (at the fuel pump island, in the office and store).
- The program will also allow a minimal amount of time and resources to maintain other recycling programs within Dunn and Polk Counties.

This agreement allows the parties to conserve resources and work together to meet the requirements of Wis. Stat. §287.11 for Effective Recycling Program. By focusing on the convenience stores, and maintaining other recycling programs we are able to share costs and resources for the implementation of these programs which will in turn save each county money while increasing recycling. Our businesses, and residents, will be educated and informed about what is and is not recyclable, where and how to recycle properly, and know where to get additional information on recycling. Early research and planning will allow the programs to develop the most effective tools to reach these audiences. These tools may include: recycling signage, recycling posters, site visits, information/education pieces and more.

2. PROGRAM SUMMARY. The activities required to complete this project include, but are not limited to, researching current recycling systems at convenience stores, collecting information about these facilities, evaluating the current systems in place, assessing additional recycling program needs, developing marketing materials and signage to encourage recycling, and involving state and local organizations in development and support of these local efforts. As a result, convenience stores will establish a recycling infrastructure at all levels (at the fuel pump island, in the office and store). They will make better choices about how they use resources at the convenience store and how they will reduce their waste and increase their recycling, and they will be a tool to help reach others to reinforce the recycling message.

3. TERM. The term of this agreement shall begin when the last party to this agreement executes same, and shall end December 31, 2008. This agreement may be terminated by either party with sixty (60) days written notice, subject only to the payment of all obligations due to the other party under this Agreement up to the point in time of said termination.

4. DUTIES & RESPONSIBILITIES OF DUNN COUNTY.

Dunn County hereby agrees to:

- A. On behalf of Dunn and Polk Counties, contract for services to temporarily hire staff to research, evaluate, and market recycling options available to owners, managers and employees of convenience stores, with said staff to be mutually agreed upon by the parties. After the initial contract to temporarily hire staff, any subsequent changes shall be mutually agreed upon between the parties.
- B. Provide guidance to the staff person and technical expertise to the project.

- C. Mutually cooperate with Polk County on development of the programs throughout the term of this agreement.
- D. Provide for payment for the total cost of all contracted services for Dunn and Polk Counties.
- E. Bill Polk County monthly for expenses (including staffing, mileage, and other expenses associated with this position) not to exceed \$6,600.
- F. Be responsible for proving all meals and mileage to the staff person. The contracted staff person will provide their own transportation.

5. DUTIES & RESPONSIBILITIES OF POLK COUNTY.

Polk County hereby agrees to:

- A. Provide guidance to the staff person and technical expertise to the project.
- B. Mutually cooperate with Dunn County on development of the convenience store program throughout the term of this agreement.
- C. Pay Dunn County for project expenses not to exceed \$6,600.

6. INSURANCE. Each party to this agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this agreement.

7. MUTUAL INDEMNIFICATION. The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

8. MODIFICATIONS. The parties hereto agree no modification can be made to this agreement except those which are mutually agreed upon by and between the parties and which have been executed in writing by duly authorized representatives of the parties.

9. NOTICE. Notices to Dunn County shall be delivered to: Dunn County Solid Waste Department, 390 Red Cedar Street, Suite C, Menomonie, WI 54751-2265. Notices to Polk County shall be delivered to: Polk County Solid Waste Manager, 100 Polk Plaza, Suite 10, Balsam Lake, WI 54810.

9. MISCELLANEOUS TERMS AND CONDITIONS. The following terms apply to the parties to this agreement:

- A. This agreement shall be in accordance with and subject to the laws of the State of Wisconsin.
- B. If any clause or provision of this agreement is determined by a court with requisite jurisdiction to be illegal or unconstitutional, that clause or provision shall be severed from this agreement, where possible, and the remainder of the agreement shall continue to have full force and effect.

The undersigned, being duly authorized by their governing bodies, hereby execute this agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**POLK COUNTY**

**DUNN COUNTY**

\_\_\_\_\_  
Debbie Peterson, Director  
Buildings, Parks and Solid Waste Department

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Richard Johnson, Chair, Solid  
Waste/Recycling Management Board