



Board of County Commissioners Agenda Request

7B

Agenda Item #

Requested Meeting Date: November 28, 2023

Title of Item: Accept and Sign Contract with Recyclops for Curbside Recycling

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Andrew Carlstrom		Department: Environmental Services
Presenter (Name and Title): Andrew Carlstrom, Environmental Services Director		Estimated Time Needed: 10 Minutes
Summary of Issue: <p>The proposed contract with Recyclops has been reviewed and revised, and is ready for consideration to be accepted and signed by Aitkin County. Attached is the amended contract between Aitkin County and Recyclops in conjunction with the MPCA grant, which offers a discounted recycling cost of \$10.00 per month for bi-weekly (every other week) curbside recycling service to the first 625 customers who sign-up.</p> <p>Due to the fact that Recyclops picks up only co-mingled and bagged recyclables, only the Aitkin County Recycling Center can be used for drivers to drop-off the recyclables. This test-pilot program will commence on March 1, 2024 and continue through December 31, 2024, with curbside recycling be offered to residents who sign-up and live in Aitkin, Spencer, Farm Island, and Nordland Townships.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Accept and approve signing of contract with Recyclops		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 115,008.27 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Total grant monies anticipated from MPCA = \$87,500.00 Total in-kind and match anticipated from Aitkin County = \$27,508.27		

Legally binding agreements must have County Attorney approval prior to submission.

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

PROPOSED November 28, 2023

By Commissioner:

20231128-xxx

Accept and Sign Contract with Recyclops for Curbside Recycling

WHEREAS, Aitkin County (Minnesota) has applied for and been awarded a grant for a maximum of \$91,325.00 from the Minnesota Pollution Control Agency (MPCA), under its FY2022 Greater MN Recycling and Composting Grant Program; and

WHEREAS, Aitkin County (Minnesota) is committed to encouraging, promoting, and implementing convenient and innovative methods of recycling such as rural curbside recycling in order to meet or exceed State of Minnesota recycling goals; and

NOW, THEREFORE BE IT RESOLVED, that the Aitkin County Board of Commissioners hereby agrees to accept this contract in order to carry out the project specified there in and to comply with all of the terms, conditions, and matching provisions; and

BE IT FURTHER RESOLVED, the County authorizes the County Administrator Jessica Seibert as authorized signer of the contract and Aitkin County Environmental Services Director Andrew Carlstrom as Program Grant Manager and signer.

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 28th day of November, 2023 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 28th day of November, 2023

Jessica Seibert
County Administrator



RECYCLING SERVICES AGREEMENT

This RECYCLING SERVICES AGREEMENT (this “**Amendment**”) is made effective as of **November 28, 2023** (the “**Effective Date**”), by and between Recyclops, Inc., a Delaware corporation (“**Recyclops**”) and County of Aitkin, MN, a [municipal government agency in the State of MN], and its affiliate companies, agents and employees, individually and collectively (collectively, “**Customer**”). Recyclops and Customer may hereinafter be referred to as the “**Parties**” or individually as a “**Party**”.

RECITALS

WHEREAS, Customer desires to retain Recyclops’ services of planning, designing a program, collecting, hauling, and delivering certain recyclable materials to Aitkin County’s Recycling Centers (“**Services**”); and

WHEREAS, Recyclops, through its independent contractors, desires to provide such Services to Customer, pursuant to the terms outlined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Term and Termination.** The term of the Agreement shall commence on the Effective Date and continue for a period of ten (10) months (the “**Term**”) **from the first day of service on March 1, 2024**, as prescribed by the Grant. Upon expiration of the Term, the Agreement shall automatically renew for the purpose of supporting Recyclops in maintaining and growing the program that becomes established through the efforts of the approved Grant Project, by helping to raise awareness of the service to the County’s residents and commercial businesses.

2. **Services.** Recyclops, will perform and invoice all actions, duties and services as prescribed per the attached approved budget (see Budget Attachment) of the Greater Minnesota Recycling and Composting Grant (also Attached). Recyclops, through its independent contractors, hereby agrees to collect and deliver certain residential and commercial recycling materials, as currently accepted at Aitkin County’s Recycling Centers, within Customer’s corporate limits for those residents and businesses who subscribe to Recyclops’ Services. Recyclops shall perform the Services on a bi-weekly basis, on a regular schedule to be approved in writing by both Parties. Recyclops agrees to collect and deliver to Aitkin County’s Recycling Centers only the materials approved for acceptance at their Recycling Centers; they may include the following types of materials:

- A. All metals and bi-metals, including but not limited to cans, aluminum, tin, and steel;
- B. Plastics, including #1 and #2 containers with necks and #3-#5 plastic containers;
- C. Corrugated cardboard and paperboard;
- D. Newspapers, with inserts; and
- E. Magazines, catalogs, telephone directories, books, junk mail, and office paper

Customer agrees that Recyclops shall not be required to collect any non-recyclable materials or materials that are not properly bagged or flattened.

2.1 **Customer's Obligations.** Aitkin County shall encourage recycling within its sphere of influence, using Recyclops generated content on its website, a minimum of 10 posts on each of its social media platforms, and other media outlets, and help to secure relationships between Recyclops and the local media. The County will also participate in completing the items laid out in the Grant Application (Attached) and the Budget - Objective 1: Task A (Attached).

4. **Insurance Policies.** During the Term of this Agreement, Recyclops shall, at its sole cost and expense, procure, and maintain without lapse, all forms of insurance required by applicable laws, and necessary to insure Recyclops' performance of the Services hereunder. Such insurance shall include:

- A. Workers' compensation insurance in accordance with the laws of all applicable states;
- B. Employer's liability, and if necessary, umbrella/excess liability insurance with a minimum limit of one million five hundred thousand U.S. Dollars (\$1,500,000) for each accident for bodily injury by accident and one million five hundred thousand U.S. Dollars (\$1,500,000) each employee for bodily injury by disease.
- C. Employment practices liability insurance with a minimum limit of one million five hundred thousand U.S. dollars (\$1,500,000) for each event or claim.
- D. Commercial general liability, and if necessary, umbrella/excess liability insurance (occurrence form policy), including products/completed operations and contractual liability coverage (provided that such coverage shall not be construed to limit Seller's indemnity obligations hereunder) with a minimum limit of one million five hundred thousand U.S. Dollars (\$1,500,000) per occurrence for bodily injury, illness or death of persons, damage to property, and personal /advertising injury; and
- E. Automobile liability, and if necessary umbrella/excess insurance, with a minimum limit of three million dollars (\$3,000,000) combined single limit for all owned, hired and non-owned vehicles operated by or on behalf of Recyclops.

5. **Indemnification.** Each Party hereby agrees to indemnify, defend, and hold the other Party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) arising out of or in connection with any injury or death to any person or damage to or injury to any property, caused by or arising out of the Services to be performed under this Agreement.

6. **Notices.** Any and all notices, requests, demands, and other communications required or permitted to be given under this Agreement, any agreement referred to herein, or any rule of law, shall be given in writing and shall be deemed made when sent by registered or certified mail, return receipt requested, or by e-mail, to the other Party at the address set forth below (or such other address as may be designated by a Party pursuant to a notice properly given):

14. **Termination.** Notwithstanding any other provision of this Agreement, if any Federal, state or local government or agency passes, issues, interprets, or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits or in any way materially adversely changes or affects a Party's rights or obligations hereunder, either Party may give the other Party notice of intent to amend this Agreement to the satisfaction of the noticing Party, to address the prohibition, restriction, limitation or change. If the Parties do not or cannot mutually agree to amend this Agreement in writing within thirty (30) calendar days after said notice is given, then either Party may elect to terminate this Agreement without further liability to the other Party; provided, however that if the implementation of any such law, rule, regulation, standard or interpretation is stayed on account of any administrative appeal or any suit filed in a court of competent jurisdiction, the right to amend or terminate this Agreement set forth above shall also be stayed during the period of such stay.

15. **No Third-Party Rights.** Nothing in this Agreement shall be construed or interpreted to create or give rise to any rights in any third parties or any other persons other than the parties to this Agreement and their permitted successors and assigns.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the Effective Date.

RECYCLOPS, INC.

By: _____
Ryan Smith, Chief Executive Officer

AITKIN COUNTY, MINNESOTA

By: _____
[NAME], [TITLE]

ATTEST:

By: _____
[NAME], [TITLE]

(SEAL)



520 Lafayette Road North
St. Paul, MN 55155-4194

**Attachment A Work Plan
Greater Minnesota Recycling and Composting Grant**

Swift #:209372
AI #:100574
Activity ID: PRO20220001

Project title: A novel service model to increase access to household recycling in Aitkin County, MN

1. Project Summary

Organization: Aitkin County
Grantee contact name: Andrew Carlstrom
Title: Environmental Services Director
Address: 307 2nd St. NW, Room 219
Aitkin, MN 56431
Phone: 218.927.7342
E-mail: Andrew.carlstrom@co.aitkin.mn.us

Minnesota Pollution Control Agency (MPCA) contact(s):

MPCA project manager: Danielle Drussell
Title: Environmental Specialist
Address: MPCA, 520 Lafayette Road N
Saint Paul, MN 55155
Phone: 218-302-6611
E-mail: danielle.drussell@state.mn.us

Start Date: 5/2022 **End Date:** 6/30/2025
Project Totals: **Grant: \$87,500.00** **Match: \$27,508.27** **Project Total: \$115,008.27**

2. Statement of project details

Aitkin County seeks to make curbside recycling more accessible to all county residents by implementing an innovative curbside residential recycling service option alongside grant project partner Recyclops.

Utah-based Recyclops serves over 100 U.S. communities with curbside recycling services who otherwise wouldn't have access to a residential recycling program. Recyclops helps communities avoid the large capital equipment and administrative costs of traditional municipal recycling programs by using an Uber-style pick up service. Residents sign up for a weekly or biweekly subscription curbside recycling service, and Recyclops hires local drivers with any size vehicle who then pick-up the recyclables and deliver them to area transfer stations or materials recycling facilities (MRFs).

For this project, Aitkin County and Recyclops will collaboratively recruit about 625 households to sign up for a ten-month (March 2023-December 2024) Recyclops subscription. The subscription will come at a discounted rate of \$10/month, subsidized by the grant funding. The full cost of a Recyclops monthly payment ranges from \$12-\$25/month, depending on the frequency of service. Recyclops will hire local residents as pick-up personnel. The 10-month period will test the appetite of Aitkin County residents to continue the Recyclops curbside recycling service model.

The goals of the project are twofold:

3. Goal statement, project evaluation plan, tasks, and subtasks

Goal statement:

#1: Increase the county household recycling participation rate from 20% to 35% by contracting with Recyclops to provide 625 Aitkin County residents with access to curbside recycling services.

#2: Test the efficacy of Recyclops' Uber-style curbside recycling services for continuance in Aitkin County and replicability in

other Minnesota communities

Project evaluation plan: Success will be measured by participation numbers, volume of materials recovered versus historical baselines, as well as resident feedback to continue services beyond the scope of the grant project period.

Learning Outcomes: The County foresees three learning outcomes as follows:

#1: Gaining a better understanding of resident needs by learning about the desire for participation in local recycling programs. Currently, the recycling rate is between 17-20%, with a goal of an increase to 35%.

#2: Determine if the Recyclops Uber-style driver model is more cost and services-efficient than a traditional contract with one hauler to serve Aitkin County's large geographic area and diffuse population. We will learn about the logistical ability of the Recyclops model as a case study for replication in other Minnesota communities. Recyclops offers an opportunity to decrease the physical infrastructure normally associated with household recycling programs.

Task 1: Recyclops Service Preparation and ongoing support

Subtask A: Program Development meetings, travel, website development, marketing material development, customer recruitment and support, driver recruitment, education, orientation, research, administration and facilitation

Subtask B: Print recruitment materials

Subtask C: Disseminate participant recruitment materials via: county email listserv, partnership with health care system HR department, county/city websites and social media, 4 township meetings

Timeframe: May 2022 – May 2025

Task 2: Driver recruitment

Subtask A: Employment opportunity promotion (via local unemployment agency, newspaper ad, social media ad, county/city website, Central Lakes College, Aitkin High School)

Subtask B: Virtual orientation for drivers and Recyclops bag distribution

Timeframe: May 2022 – May 2025

Task 3: Services implementation

Subtask A: Drivers conduct biweekly pick up schedules and drop at County Recycling Center.

Subtask B: Recyclops sends out email and phone surveys to participants to evaluation service satisfaction.

Timeframe: May 2022 – May 2025

Task 4: Reporting

Subtask A: A progress report will be submitted within 6 months of the start of Recyclops services

Subtask B: A final report will be submitted 1 month prior to the end of the grant agreement.

Timeframe: May 2022 – May 2025

4. Anticipated measurable environmental outcomes

Description	Baseline annual quantity before project (tons/yr)	Estimated change in annual quantity from project objectives (tons/yr)	Estimated annual quantity at end of project (tons/yr)	Estimated economic savings (total dollars)	Estimated greenhouse gas reduction
Solid waste (MSW)	9776.7 tons/yr	-724 tons/yr	9,052.7 tons/yr	\$47,060 (based on \$65/tipping fee)	2,061MTCO2E

Recycling	1660.1 tons/yr	+724 tons/yr	2,384.1 tons/yr	unknown	226MTCO2E (Additional savings)
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Greater Minnesota
 Recycling and
 Composting Grant
Budget

Budget: Aitkin County

Cost Category	Cost (\$/unit) *not to exceed rate	Quantity	Grant Funds	Total Match	Total Budget
Task 1					
Program Development meetings, travel, website development, marketing material development, customer recruitment and support, driver recruitment, education, orientation, research, administration and facilitation	\$39.99/hr*	200 hours	\$30,000.00	\$6,343.00	\$36,343.00
Print participant recruitment materials	\$1.53/copy	3176 copies	\$6,000.00	\$4,859.28	\$10,859.28
Print participant recruitment tax bill stuffer	\$0.50/copy	6252 copies	\$0.00	\$3,125.00	\$3,125.00
Disseminate participant recruitment materials via: county email listserv, partnership with health care system HR department, county/city websites and social media, 4 township meetings	\$39.99/hr*	85 hours	\$0.00	\$1,881.19	\$1,881.19
Task 1 Total			\$36,000.00	\$16,208.47	\$52,208.47
Task 2					
Employment opportunity promotion (via local unemployment agency, newspaper ad, social media ad, county/city website, Central Lakes College, Aitkin High School)	39.99/hr*	20 hours	\$0.00	\$500.00	\$500.00
Virtual Orientation for Drivers			\$8,000.00	\$0.00	\$8,000.00
Recyclops bags distributed to opt-in participants			\$2,000.00	\$0.00	\$2,000.00
Task 2 Total			\$10,000.00	\$500.00	\$10,500.00
Task 3					
Drivers conduct biweekly pick up schedules, email and phone surveys			\$41,500.00	\$0.00	\$41,500.00
County Recycling Facility operational costs	\$1,000/mo	10 months	\$0.00	\$10,000.00	\$0.00
Task 3 Total			\$41,500.00	\$10,000.00	\$51,500.00
Task 4					
Reporting (interim, progress, final)	\$39.99/hr*	20 hours	\$0.00	\$799.80	\$799.80
Task 4 Total			\$0.00	\$799.80	\$799.80
Total Budget			\$87,500.00	\$27,508.27	\$115,008.27



recyclops

At-home & business
recycling pickup is
now available in
Aitkin County!

Availability starting in the
following areas;

- Aitkin Township
(Outside of Aitkin City Limits)
- Farm Island Township
- Nordland Township
- Spencer Township

For a limited time, get your monthly
subscription for just \$10/month.



Sign up
Today at
recyclops.com

In Cooperation with the

 MINNESOTA POLLUTION
CONTROL AGENCY

