



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Tom Bakken

Date: 4/06/2020

Item: Joint Powers Agreement with Dakota County

Council Action Requested: Consent to the Joint Powers agreement

Background Information: This is an agreement to work with Dakota County Environmental Resources Department at our annual Hastings Spring Clean Up Day on a Saturday sometime in 2020. With the COVID 19 Virus issues a Saturday has not been selected yet but they want to partner again on an agreed day that works for both parties. The county handles the Household Hazardous Waste Drop Off part of the event while the City of Hastings handles the recycling and trash collection part of the event.

Financial Impact: N/A

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Joint Powers Agreement Document

**JOINT POWERS AGREEMENT
BETWEEN DAKOTA COUNTY
AND
THE CITY OF HASTINGS
FOR A HOUSEHOLD HAZARDOUS WASTE
COLLECTION EVENT**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Hastings (City) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the parties desire to conduct a household hazardous waste and electronics collection event in the City.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for the organization and implementation of a household hazardous waste and electronics collection event to be held in the City during 2020 (EVENT).

**ARTICLE 2
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Hastings, Minnesota (City).

**ARTICLE 3
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until completion by the parties of their respective obligations under this Agreement, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4
COOPERATION**

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 5
OBLIGATIONS OF PARTIES**

5.1 CONTRACTS WITH VENDORS. The packaging, analysis, storage transportation and disposal of household hazardous wastes and electronics generated by the EVENT shall be governed by the terms of separate contracts between the County and its vendors, copies of which will be provided to the City upon request. The packaging, analysis, storage, transportation and disposal of additional items collected by the City at the EVENT shall be governed by the terms of separate contracts between the City and its vendors, copies of which will be provided to the County upon request. The County and the City acknowledge and agree to abide by the terms of said contracts.

5.2 SITE. The collection site for the EVENT will be located at the Cal Ruedy Public Works Facility, 1225 Progress Drive, Hastings.

5.3 GENERAL DUTIES OF PARTIES. Each party shall assist in the organizational duties associated with the EVENT, including site set-up and coordination, volunteer coordination, and publicity for the EVENT.

In general, the County will provide equipment, staff, coordination and reimbursement of the household hazardous waste and electronics disposal contractors (vendor). The County will be primarily responsible for collection and sorting of household hazardous waste and electronics. The County will provide personal safety equipment, including gloves, safety glasses and, as needed, protective aprons and/or coveralls for the County and City workers.

In general, the City will provide a site at which the EVENT will take place, vendors and staffing for the collection and management of solid wastes (trash), recyclables (including cardboard), lead-acid batteries, and used oil received during the EVENT, and, if planned, may also organize, collect, and properly manage additional items, such as tires, appliances, and scrap metal, received during the EVENT. The City will provide reimbursement to the disposal contractor (vendor) for all planned items collected. In addition, the City will be primarily responsible for traffic control and staffing for the collection of oil filters and antifreeze. The City will provide necessary operational equipment at the site, fire extinguishers, eye wash and emergency shower, forklift and forklift operator, dumpsters, directional signs, sanitary facilities and running water.

5.4 PUBLICITY. The City will provide publicity for advertising the EVENT. In publicizing the EVENT, the City shall follow the *Communication and Outreach Guidelines for Household Hazardous Waste/Electronics Collection Events* attached hereto and incorporated herein by this reference as Exhibit 1. The City will ensure that all EVENT publicity developed by the City is approved by the Dakota County Liaison before being used. The County will provide publicity for the EVENT outside of the City area.

5.5 WORKERS. The County will provide 8 to 10 employees or volunteers to staff the collection site and the City shall provide at least 15 employees or volunteers to staff the collection site specifically at the HHW and electronics collection areas. All workers must be at least 18-years of age and will read and be familiar with the document entitled "Household Hazardous Waste Site Safety Plan" (HHWSP) prior to the EVENT. The HHWSP shall be present and easily accessible to all workers at the site.

5.6 HAZARDOUS WASTE GENERATOR NUMBER. The County will act as the hazardous waste generator for all household quantities of accepted hazardous waste collected at the site during the EVENT.

5.7 ACKNOWLEDGEMENT. The City and County shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices and presentations relating to the EVENT. This section shall survive the termination of this Agreement.

**ARTICLE 6
COSTS**

6.1 EMPLOYEES. Each party shall be responsible for payment to their own employees. No party shall be liable to the other party for any remuneration to the other party's employees.

6.2 CITY'S COSTS. The City is responsible for the payment of the costs associated with the following:

- A. Supplying the operational equipment at the site, fire extinguishers, forklift, forklift operator, dumpsters, chairs, directional signs, sanitary facilities, running water, cardboard recycling, and traffic control and coordination.
- B. The collection, proper management and disposal of solid wastes (trash), recyclables (including cardboard), lead-acid batteries, used oil and any additional items received during the EVENT, such as tires, appliances and scrap metal. Disposal of City-collected materials shall be governed by agreements between the City and the vendor(s) of its choice.
- C. The City may charge residents for planned and publicized additional items collected during the EVENT. Any fees collected must not exceed the City's anticipated costs for managing the additional items.

6.3 COUNTY’S COSTS. Except as to wastes identified in Section 6.2, the County shall be responsible for the payment of all costs for packaging, storage, transportation and disposal of household hazard waste and electronics collected at the EVENT.

**ARTICLE 7
INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

**ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS**

8.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Georg T. Fischer
 Environmental Resources Department Director
 14955 Galaxie Avenue
 Apple Valley, MN 55124

TO THE CITY: Mary Fasbender
 Mayor, City of Hastings
 101 4th Street East
 Hastings, MN 55033

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

8.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison
Rolland Meillier
Telephone: (952) 891-7545
Email: Rolland.meillier@co.dakota.mn.us

City Liaison
Tom Bakken
Telephone: (651) 480-2375
Email: tbakken@hastingsmn.gov

**ARTICLE 9
TERMINATION**

9.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven days’ written notice or without cause by giving 30 days’ written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

9.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient

to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile satisfies the notice required under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 10
GENERAL PROVISIONS**

- 10.1 SUBCONTRACTING.** The parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.
- 10.2 EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 10.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and the City.
- 10.4 COMPLIANCE WITH LAWS/STANDARDS.** The City and the County agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible.
- 10.5 MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and the City.
- 10.6 MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.
- 10.7 MERGER.** This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
- 10.8 SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

DAKOTA COUNTY

/s/ Helen R. Brosnahan 3/13/20
Assistant County Attorney/Date
KS-20-130-1
County Board Res. No. 20-092

By _____
Georg T. Fischer, Environmental Resources Director
Date of Signature: _____

CITY OF HASTINGS

By _____
Mary Fasbender, Mayor
Date of Signature: _____

By _____
_____, City Clerk
Date of Signature: _____

**Communication and Outreach Guidelines for
Household Hazardous Waste/Electronics Collection Events**

To create consistency in the household hazardous waste promotions, Dakota County is asking the cities hosting household hazardous waste collection events to follow these guidelines in city electronic and print communications, including flyers, mailers, websites, E-News and other promotional materials.

A. Required content:

City communication pieces should contain the following information:

1. Use “Dakota County and City of (*insert City name here*) Household Hazardous Waste Collection Event” as a description of the collection.
2. Use the City and Dakota County logo. See Section C. below for more details on the County’s logo.
3. Date, Day, Hours, and Address of the Household Hazardous Waste Collection Event.
4. List of household hazardous waste items (and other waste – e.g., electronics) that will be accepted). Include as many examples as space allows. See Section D. below for more details.
5. Clarify that household hazardous waste drop off is free, TVs and computer monitors will be charged \$10, and other electronics are free, and that drop off is open to all county residents, such as:
 - o “Drop off is open to all County residents.” or
 - o “All Dakota County residents can drop off household hazardous waste and electronics.” or
 - o “Household hazardous waste—such as leftover paint, household cleaners, driveway sealers, lawn and garden chemicals, fluorescent bulbs and automotive fuels will be collected at the household hazardous waste drop-off day for free from all Dakota County residents.”
 - o “TVs and computer monitors will be charged \$10, all other electronics are free”
6. Identify that a driver’s license is required.
7. Identify a city phone number and website for residents to get more information.
8. Acknowledge County support, such as: “The Household Hazardous Waste Collection Event is partially funded by the city of (*insert city name here*), Dakota County and the Minnesota Pollution Control Agency.” NOTE: “partially funded” is the required terminology for Dakota County acknowledgement; do not use “sponsored by.”
9. A list of unacceptable items (e.g., no business, farm or yard waste)
10. If space allows on the communication piece include information that The Recycling Zone is open year-round for residents that cannot make it to the collection event. Include The Recycling Zone’s website (www.dakotacounty.us, search *Recycling Zone*) and the phone number (651-905-4520), if possible. It is preferred this be listed under “What if I Can’t Take it to the Household Hazardous Waste Collection Event?” at the bottom of the piece or away from the Collection Event location information to avoid confusion.

B. Terminology.

City communication pieces should use the following terminology:

Use this:	Avoid this:
Household Hazardous Waste Collection Event	Event or Clean-Up Day
Household Hazardous Waste, Household Chemicals	Household waste, hazardous materials or HHW
Electronics	E-waste
Small household electronics	Small appliances

C. Images.

Images of Dakota County's logo and household hazardous waste and electronics can be found in the Household Hazardous Waste, Electronics and Small Household Electronics toolkits at the Local Solid Waste Staff SharePoint site or on the Minnesota Pollution Control Agency website under Marketing Your HHW program.

Preferred images include, but are not limited to:

			
<p>Dakota County logo</p>	<p>Household hazardous waste</p>	<p>Electronics</p>	<p>Small household electronics</p>

D. List of types of wastes accepted.

The list below includes items that have been collected at Household Hazardous Waste Collection Events. Items on the Household Hazardous Waste, Electronics and Small Household Electronics lists are collected at all Household Hazardous Waste Collection Events.

It is best to include the entire list when promoting for websites, E-News and phone inquiries. If the list needs to be pared down (e.g., for print pieces), please use the material names identified below by an asterisk (*).

Household hazardous waste

- Aerosols*
- Antifreeze
- All batteries*
- Driveway sealer
- Fluorescent light bulbs and tubes*
- Household cleaners
- Gasoline and other fuels
- Lawn and garden chemicals*
- Mercury thermometers and thermostats
- Oil /Oil filters
- Paint—latex or oil*
- Paint thinner
- Pesticides
- Propane tanks/gas cylinders
- Varnish and Stains
- Weed and insect killers
- Wood preservatives
- Most products labeled dangerous, flammable, combustible, poisonous, or corrosive*

Electronics

- Answering machines
- Cell/smart phones*
- Copiers (desktop only)
- Computer hardware*
(Keyboards, laptops, mouse, towers, hard drives, modems etc.)
- Computer monitors (\$10 fee per item)*
- DVD/VHS players
- Handheld gaming systems
- Fax machines (desktop only)
- iPods®, MP3 and other portable media players
- Printers (desktop only)
- Scanners (desktop only)
- Stereo/radio equipment*
- Tablets and e-readers
- Telephones
- Televisions (\$10 fee per item)*
- Video game consoles /equipment

Small household electronics (please remove batteries from all items)

- Blenders (remove jar/lid)*
- Bread makers
- Cameras
- Carpet sweepers
- Clocks
- Clothing irons
- Coffee makers (remove glass pot)*
- Electrical knives
- Electric toothbrushes
- Fans
- Food sealing equipment
- Fryers
- Hair dryers and irons
- Heaters
- Holiday lights/cords
- Metal tools (drills, screwdrivers, sanders, small saws, etc.)
- Mixers
- Remotes
- Shaving equipment
- Sewing machines
- Toasters and toaster ovens*
- Vacuum cleaners (remove bags)*

E. County Review and Approval.

Ensure all communications pieces are reviewed and approved by the County Liaison before they are used or published.