



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: January 16, 2023**  
**Item: 2023 Joint Powers Agreement: Shared Solid Waste & Recycling Coordinator Position**

**Council Action Requested:** Approve the attached annual Joint Powers Agreement for a shared Solid Waste & Recycling Coordinator position between the cities of Hastings, Rosemount, and Farmington.

**Background Information:** This was a new shared position in 2022, and the three communities wish to continue in the cost share for this shared position.

Staff recommend approval of the attached Joint Powers Agreement.

**Financial Impact:** Annual cost to the cities is slightly lower based on selected health care coverage.

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:**

- Joint Powers Agreement

**AGREEMENT  
TO PROVIDE SOLIDWASTE AND RECYCLING COORDINATION SERVICES**

This Joint Powers Agreement (“Agreement”) made this \_\_\_ day of \_\_\_\_\_ 2023 by and among the city of Rosemount (“Rosemount”), the city of Hastings (“Hastings”), and the city of Farmington (“Farmington”) (herein referred to individually as “City” and collectively referred to as the “Cities”).

**1. AUTHORITY.** This Agreement is entered into pursuant to Minnesota Statutes § 471. 59 and the authority provided in the statute for the Cities to jointly and cooperatively exercise powers common to the Cities.

**2. PURPOSE.** The purpose of this Agreement is to provide solid waste and recycling coordinated services for the Cities and to that end, hire a Solid Waste and Recycling Coordinator as further described in Section 3.

**3. SOLID WASTE COORDINATOR.** A Solid Waste and Recycling Coordinator (“SWRC”) will be an employee of Rosemount and shall perform the basic services of the solid waste and recycling coordination (“the Program”) for Rosemount, Hastings, and Farmington.

Program basic services include but are not limited to:

- Coordinate solid waste and recycling programs to ensure county ordinances and best practices are executed to achieve MPCA waste diversion goals.
- Apply for the annual Community Waste Abatement grant to fund required activities.
- Oversee the Community Waste Abatement grant funds.
- Collect data and report on activities.
- Attend Community Waste Abatement staff meetings, trainings and conferences.

- Develop, coordinate, and implement public education programs and materials encouraging waste stream reduction, diversion, and recycling.
- Plan, implement and evaluate collection events, workshops, and presentations.
- Work with multi-family building managers to enhance recycling efforts through training, education and infrastructure.
- Act as a liaison for interested community groups, agencies, committees and the public regarding solid waste management planning, policies, and issues.
- Review City ordinances for compliance with changing county ordinances and state solid waste laws.
- Respond to citizen questions and concerns.
- Perform other duties and responsibilities as apparent or assigned.
- May utilize social media, or link to existing social media to recruit volunteers and show the good work being done.

#### **4. FINANCE.**

##### A. Compensation.

i) The initial compensation for the SWRC shall be ninety four thousand, four hundred seventy seven and 80/100 dollars (\$94,477.80) (“Compensation”), as further described in Attachment A. Compensation shall be shared equally between the three cities with each city being responsible for one third of Compensation (“City Share”) which shall initially be thirty-one thousand four hundred ninety two and 60/100 dollars (\$31,492.60) for Hastings and Farmington.

ii). As the SWRC's employer, Rosemount shall be responsible for paying the SWRC's Compensation. Hastings and Farmington shall each reimburse Rosemount for their City Share quarterly. Rosemount shall invoice the Hastings and Farmington quarterly and such invoices shall be paid within thirty (30) days of receipt.

iii). By June 1st of each year, the Cities shall meet to review the results of the Program and shall establish a budget for the following year.

B. Should the Coordinator apply for grants on behalf of an individual City, the grant funds shall be received by that individual City. If the Coordinator applies for a grant on behalf of two or three Cities, the grant funds will be split equally between the Cities or as detailed in the grant agreement.

#### **5. OTHER CONTRIBUTIONS BY CITIES.**

A. Each City shall determine which of its assets will be available to the Program. Each City must provide a dedicated office space at which the Coordinate may work when on site in that City. Each City shall provide office supplies and materials necessary to carry out the work as described in this agreement.

B. Each City shall maintain liability insurance coverage on the volunteers working with this Program as required by law.

C. The SWRC will track assets made available to the Program from each City. Assets made available to the Program will be promptly returned to the City that provided them upon that City's withdrawal from the Agreement.

D. The SWRC will be supervised by Rosemount's designated contact. Required safety, legal and related reporting shall be through the Rosemount's designated contact. Rosemount's designated contact will coordinate with the designated contact in Hastings and Farmington items related to SWRC's job duties.

E. Rosemount shall provide a working computer capable of handling basic office software. Rosemount shall provide access to a working landline, internet service, and shared fax and printer for the Program. A Rosemount-issued-cell phone or a stipend under Rosemount's employee handbook shall be provided by Rosemount and is part of the shared cost between the parties.

**6. PERSONNEL.** The Solid Waste and Recycling Coordinator shall be deemed an employee of the City of Rosemount. The Solid Waste and Recycling Coordinator shall be subject to the human resources and other policies of the Rosemount.

**7. INSURANCE AND INDEMNIFICATION.**

A. Insurance

i. General Liability Insurance. Each City agrees to maintain comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04, as amended. 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 sixty (60) days written notice of its intent to withdraw.

ii. 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.

B. Indemnification. Each City shall be liable for its own acts and the results thereof to the extent provided by law and, further, each City shall defend, indemnify, and hold harmless the other(s) (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the indemnifying City, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against Rosemount, Farmington, and/or Hastings a result of this Agreement.

## **8. DURATION.**

A. Any City may withdraw from this Agreement with an effective date of December 31 of any year for the following year by providing written notice of termination by August 31st of that year.

B. 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 the Agreement.

**9. NOTICES.** Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices must be sent to the following individuals, who shall service as the designated representative of each City, unless a City provides otherwise in writing:

Rosemount: Dan Schultz, Parks and Recreation Director  
13885 South Robert Trail  
Rosemount, MN 55068

Farmington: Lynn Gorski, City Administrator  
430 Third St.  
Farmington, MN 55024

Hastings: Chris Jenkins, Parks and Recreation Director  
920 West 10th Street  
Hastings, MN 55033

**10. DATA.** Each City, their officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state and federal law, rules, regulations and orders relating to data privacy, confidentiality, disclosure of information, medical records or other health and enrollment information, and as any of the same may be amended.

**11. RECORDS – AVAILABILITY/ACCESS.** Subject to the requirements of Minn. Stat. § 16C.05, subd. 5, the Cities, the State Auditor, or any of their authorized representatives, at any time during

normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., of the Cities which are pertinent to the accounting practices and procedures of the Cities and involve transactions relating to this Agreement. The Cities shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

**12. INDEPENDENT PARTIES.** It is understood that the relationship between the Cities as to the subject matter of this Agreement constitutes only the understandings set forth in this Agreement. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between the Cities, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Cities hereto or as constituting either City as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**13. NO PRESUMPTION AGAINST DRAFTING PARTY.** The parties acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good - faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party (ies) shall not be employed in the interpretation of this Agreement.



**14. GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The parties agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

**15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

**16. EXECUTION OF ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver to the other party, as requested, any additional documents and/ or instruments that may reasonably be determined as necessary to consummate this transaction.

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

**CITY OF ROSEMOUNT**

Dated:

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Clerk

Dated: \_\_\_\_\_

**CITY OF HASTINGS**

By: \_\_\_\_\_

Its: Mayor

by: \_\_\_\_\_

Its: City Clerk

Dated: \_\_\_\_\_

**CITY OF FARMINGTON**

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Clerk

Dated: \_\_\_\_\_

## ATTACHMENT A

## JOINT FEES/EXPENSES

2023	Annual Cost
A. Solid Waste Coordinator Salary/Benefits	
- PERA, FICA, single medical, single dental, and life	\$93,057.80
B. Membership— SOLID WASTE ORG.	\$100
C. Mileage Reimbursement	\$600
D. Smart Phone Monthly Fee Reimbursement \$60/mo.	\$720
Total Projected Costs:	\$94,477.80
Divided between 3 cities	\$31,492.60 per city