

Household Hazardous Waste Metropolitan Inter-County Reciprocal Use Agreement

This Agreement (“Agreement”) is between Anoka County, Carver County, Dakota County, Hennepin County, Ramsey County, Scott County, and Washington County, through their respective Board of Commissioners, (hereinafter jointly referred to as the “Counties”).

A. RECITALS

WHEREAS, each County provides a Household Hazardous Waste management program for its residents; and

WHEREAS, it is recognized that there is a regional benefit derived from increasing the availability of Management Facilities for Household Hazardous Waste by allowing reciprocal use of Management Facilities; and

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Management Facilities in any of the Counties; and

WHEREAS, the Counties work collaboratively towards a common vision and shared waste management goals as a region of metropolitan counties; and

WHEREAS, in 2002, the Minnesota Legislature passed Minn. Stat. § 115A.96, subd. 7, indemnifying counties for claims arising out of the transportation and disposal of waste managed in accordance with the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program; and

WHEREAS, the Counties wish to establish a mechanism for allowing for the reciprocal use of their Management Facilities and providing for the payment of costs incurred by the Counties receiving Household Hazardous Waste from residents of the other Counties.

The parties therefore agree as follows:

B. AGREEMENT

1. Term of Agreement

1.1 Effective Date:

January 01, 2025

1.2 Expiration Date:

December 31, 2029, unless earlier terminated by law or in accordance with Section 11 of the Agreement.

2. Definitions

Terms as used in this Agreement shall have the following meanings:

- 2.1 **Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate, or dispose of Program Waste in accordance with the contract between the County and the State of Minnesota, hereinafter referred to as the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program.
- 2.2 **County.** Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington Counties.
- 2.3 **County of Origin.** The County whose residents generated and delivered Program Wastes to a Management Facility in another County.
- 2.4 **EPA or MPCA Permitted Facility.** A facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of Program Waste to be delivered under this Agreement.
- 2.5 **Household Hazardous Waste (HHW).** Waste as defined in Minn. Stat. § 115A.96, subd. 1, paragraph (b).
- 2.6 **Management Facility or Management Facilities.** One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated and includes Authorized Facilities and EPA or MPCA Permitted Facilities.
- 2.7 **Non-Program Waste.** Appliances including microwaves, Recyclables, yard waste, organics, textiles, mattresses, carpet, and tires.
- 2.8 **Program Waste.** Household quantities of HHW including latex paint, electronics, household sharps, used oil/filters, fluorescent and HID lamps, LED light bulbs, compressed gas cylinders, fire extinguishers, household batteries, used automotive fluids including oil and antifreeze.
- 2.9 **Receiving County.** The County with a Management Facility that received Program Wastes from a resident of another County.
- 2.10 **Recyclables.** Cardboard, paper/paper shredding, glass, tin, aluminum, plastic, scrap metal, plastic bags, containers/cartons.
- 2.11 **Regional Per Vehicle Fee.** The fee charged by all counties pursuant to Section 4.3.

2.14 State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program. The contract between each County and the State of Minnesota for the operation of a Household Hazardous Waste Program (as amended).

3. Reciprocal Use

3.1 A resident of any of the Counties may use a Management Facility in any of the Counties. A Regional Per Vehicle Fee cannot be charged for a vehicle solely delivering Non-Program Waste.

3.2 Each County shall comply with the requirements as set forth in the State of Minnesota Agreement for the Operation of a Household Hazardous Waste Program.

3.3 Each County shall provide a HHW management program meeting the requirements of Minnesota Statutes §§ 473.804 and 115A.96.

3.4 In the event a Management Facility provides a section for reuse of products, such products shall be available without charge to residents of all Counties.

4. Payment

4.1 Each County of Origin whose residents use a Management Facility to deliver Program Waste in another County shall pay to that Receiving County a Regional Per Vehicle Fee for each vehicle served.

4.2 The Receiving County shall invoice the County of Origin prior to January 31 of each year for activity occurring in the previous year. The invoice shall provide supporting documentation and specify the number of vehicles from the County of Origin using the Receiving County's Management Facility; the Regional Per Vehicle Fee charged per vehicle; and the total amount due. The County of Origin shall pay the Receiving Counties' invoices by February 15 of the year following service. At the request of the County of Origin, the Receiving County shall provide the following supporting documentation for each vehicle served: the street address of the participant using the facility, the name of the site visited, and the date of the visit. The documentation shall be provided in electronic form.

4.3 The Regional Per Vehicle Fee for the term of this Agreement shall be \$34. This figure was calculated using an average of the previous five years' collection of Regional fees and accounts for minor cost inflation.

4.4 On or before April 30, July 31, and October 31 of each year; and January 31 for year end during the term of this Agreement, Receiving Counties shall send electronic

notice to each County of Origin of the number of vehicles from the County of Origin using the Receiving County's Management Facility in the previous quarter and year-to-date and supporting documentation as specified in Section 4.2.

5. Records

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

6. Audit/Access to Management Facilities

Each County shall allow the other Counties and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subd. 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the Management Facilities at reasonable hours.

7. Compliance With Requirements of the Law

In performing the provisions of this Agreement, each County agrees to comply with all applicable Federal, State or local laws, ordinances, rules and regulations.

8. Non-Discrimination

No County shall exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity herein on the grounds of any protected status or class, including but not limited to race, creed, color, religion, sex, gender expression, gender identity, marital status, public assistance status, sexual orientation, disability, age, or national origin, No person who is protected by applicable law against discrimination shall be subjected to discrimination.

9. Entire Agreement

This Agreement constitutes the entire Agreement of the parties and which supersedes all oral and written agreements and negotiations between the parties relating to this subject matter.

10. Amendments

Except as otherwise provided in this Agreement; any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by the Counties.

11. Termination

This Agreement shall terminate under the following circumstances:

11.1 By mutual written agreement of all Counties; or

11.2 When necessitated by law or as a result of a decision by a court of competent jurisdiction.

12. Withdrawal/Effect of Withdrawal

A County may withdraw from this Agreement by providing 180 days written notice to other Counties. In the event of withdrawal of any County, this Agreement shall remain in effect as to all remaining Counties. Withdrawal shall not act to discharge any liability incurred by any County before the effective date of withdrawal, including payments or credits due to other Counties. Such liability shall continue until appropriately discharged by law or agreement. If a County withdraws, its residents may not use Management Facilities in other Counties nor will it be paid by the County of Origin for use of the withdrawing County's Management Facilities if it accepts Program Waste from the other Counties after the effective date of the withdrawal, under the terms and conditions of this Agreement.

13. Effect of Termination

Termination shall not discharge any liability, responsibility, or right created or incurred by the Counties and shall not affect the obligations set forth in Section 4, 5 and 14 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

14. Liability/Indemnification Among the Counties

14.1 General Indemnification. Liability of the Counties under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a and each County therefore agrees that it will

assume liability for itself, its agents, employees, and contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. For the purposes of determining total liability for damages, the Counties are considered as a single governmental unit and the total liability for the Counties shall not exceed the limits for a single governmental unit as specified in Minn. Stat. § 466.04. Each County shall defend, indemnify and hold harmless each of the other Counties for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or omissions, or the acts or omissions of its agents, employees or contractors. This indemnification does not extend beyond each County's liability insurance coverage for any activity covered by Minn. Stat. § 115A.96 subd. 7.

14.2 Environmental Impairment Claims. Notwithstanding anything in Section 14.1 of this agreement, it is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's Management Facility. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 14.1 for any Superfund Liability resulting from the Receiving County's Management Facility.

15. Counterparts

This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. Survival

Sections 4, 5, and 14 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.