

## Attachment: Joint Powers Agreement

Dakota County Contract #

### JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA THE CITY OF \_\_\_\_\_

AND

### THE DAKOTA COUNTY DRUG TASK FORCE FOR PHARMACEUTICAL DRUG DISPOSAL PROGRAM

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

**WHEREAS**, County of Dakota ("County"), and the City of \_\_\_\_\_ ("City"), are political subdivisions of the State of Minnesota; and

**WHEREAS**, the Dakota County Drug Task Force (DCDTF) is a joint powers organization created under Minn. Stat. § 471.59 acting through the Dakota County Drug Task Force Administrative Board;

**WHEREAS**, the nonmedical use of and disposal of prescription drugs are growing problems in the United States; and

**WHEREAS**, expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life; and

**WHEREAS**, prescription drugs are highly susceptible to diversion, misuse and abuse; and

**WHEREAS**, according to the 2016 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined; and

**WHEREAS**, studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet; and

**WHEREAS**, medications are also a significant cause of accidental poisoning and death; and

**WHEREAS**, removing expired or unwanted prescriptions or over-the-counter medications (collectively referred to herein as "pharmaceutical drugs") from the possibility of potential abuse and keeping them out of the environment is an important goal; and

**WHEREAS**, the City desires to establish a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances ("Program") and the County and DCDTF desire to provide assistance for the Program.

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

#### SECTION 1 PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the County, the City, and DCDTF for the organization and implementation of the Program.

#### SECTION 2 PARTIES

The parties to this Agreement are the County, the City, and DCDTF, collectively referred to as the "Parties".

### **SECTION 3 TERM**

This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2022, unless earlier terminated by law or according to the provisions of this Agreement.

### **SECTION 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.

### **SECTION 5 OBLIGATIONS OF THE PARTIES**

#### **5.1 RESPONSIBILITIES OF THE PARTIES.**

##### **A. Program Approval and Reporting Requirements.**

- The County shall obtain any necessary approvals from the Minnesota Pollution Control Agency ("MPCA") for conducting the Program, including obtaining a hazardous waste generator number if necessary.
- In accordance with federal law, the County shall obtain any necessary approvals from the U.S. Drug Enforcement Administration Program ("DEA") for conducting the Program.
- The County shall obtain any necessary approvals from the Minnesota Board of Pharmacy ("MBP") for conducting the Program.
- The County is responsible for generating and filing any necessary reports with the MPCA, the DEA, and the MBP, or with any other local, state, or federal government or agency as required by any applicable law, statute, ordinance, rule or regulation.

##### **B. Drop Box.**

- The City may maintain a drop box in a secure location at the City's Police Department. The costs associated with maintaining the drop box shall be the responsibility of the City.
- If requested by the City, the County, through its Communications Department and Sheriff's Office, will provide signage for the drop box consistent with signage provided by the County to other cities participating in the Program.

##### **C. Collection, Monitoring and Transportation to Dakota County Drug Task Force.**

- The drop box must be emptied by licensed peace officers employed by the City.
- The City, through the use of its licensed peace officers, is responsible for collecting and packaging pharmaceutical drugs deposited in the drop box. Packaging shall be provided to the City by the County at no cost to the City. The packaging must be of a type that is appropriate for the waste and will be accepted by the incinerator selected by the County pursuant to Section 5.1(E) of this Agreement.
- The costs associated with monitoring the drop box and collecting/packaging/storing the deposited pharmaceutical drugs shall be the responsibility of the City.
- After removing the collected pharmaceutical drugs from the drop box, licensed peace officers of the City's Police Department shall store the collected pharmaceutical drugs in a secure location at the police department until the pharmaceutical drugs are either properly disposed of or transferred to the Dakota County Drug Task Force for disposal.
- The City, through the use of licensed peace officers employed by the City, is responsible for transporting the collected pharmaceutical drugs to the Dakota County Drug Task Force to relinquish the collected pharmaceutical drugs for the purpose of disposal. The City shall be responsible for the costs associated with transportation of the pharmaceuticals to the Dakota County Drug Task Force. Prior to relinquishing possession of the collected pharmaceutical drugs,

the City shall record the weight of the pharmaceuticals and the number of containers given to the Dakota County Drug Task Force and shall report this information to the County's liaison.

- The County and the City will develop a mutually agreed upon chain of custody process to document the transfer and disposal of collected pharmaceutical drugs.
- The DCDTF shall store the pharmaceutical drugs until such time as County, through its Sheriff's Office, collects them for transport for disposal at the incineration facility selected by the County.
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**D. Collection and Disposal of Unacceptable Wastes.**

- The following wastes will not be accepted for collection in the drop box: sharps; thermometers; cancer medications (chemotherapy or radioactive pharmaceutical wastes); and medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.).
- If any such unacceptable wastes or other hazardous material are deposited into the drop box, the City is responsible for managing these wastes by removing them from the drop box and packaging them in appropriate containers.
- The City shall be responsible for delivering the unacceptable waste to the Dakota County Recycling Zone, 3365 Dodd Rd, Eagan, or to another mutually agreed upon location. The County, at County expense, will properly dispose of these unacceptable wastes. Medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.) will not be accepted at the Dakota County Recycling Zone and the City shall be responsible for the management of any such waste, including the disposal thereof.
- The City shall be responsible for the management of any trash (e.g., cans, bottles, paper bags, etc.) deposited into the drop box, including the disposal thereof.

**E. Disposal of Collected Pharmaceutical Drugs.**

- The County, through the Dakota County Sheriff's Office, shall be responsible for transporting the pharmaceutical drugs for disposal. The County shall be responsible for the costs associated with transportation of the pharmaceuticals drugs for disposal.
- The final method of disposal will be by incineration at a licensed/permitted incinerator chosen by the County. The County, through its Environmental Resources Department, shall select and execute a contract with the disposal facility for the disposal of the collected pharmaceutical drugs.
- During each calendar year of the term of this Agreement, the County shall pay for the costs of disposing the pharmaceutical drugs at the selected incinerator(s).

**F. Training.**

- The County, through its Environmental Resources Department and Sheriff's Office, will provide training to City employees on managing pharmaceutical wastes, as agreed to between the Environmental Resources Department, the Sheriff's Office and the City's liaison.

**G. Program Promotion and Acknowledgment.**

- The City is responsible for local promotion of the Program.
- The County and City shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices, and presentations relating to the Program. This section shall survive the expiration or termination of this Agreement.

**5.2 COSTS OF EMPLOYEES.** In carrying out their respective obligations under this Agreement, each party shall be responsible for payment to their own employees. No party shall be liable to any other party for any remuneration to the other party's employees.

**5.3 COMPLIANCE WITH LAWS/STANDARDS.** The City, County, and DCDTF shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in conducting the Program.

## SECTION 6 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, the City, and DCDTF. The provisions of this section shall survive the expiration or termination of this Agreement.

## SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS

**7.1 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, Director, or successor  
Environmental Resources Department  
14955 Galaxie Ave  
Apple Valley, MN 55124

**TO THE CITY:**

\_\_\_\_\_ or successor, Mayor

**TO THE DCDTF:**

Lt. Brian Sturgeon or successor, Chair  
Dakota County Drug Task Force Administrative Board  
West St. Paul Police Department  
1616 Humboldt Ave.  
West St. Paul, MN 55118

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.

**7.2 LIAISONS.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison from each party shall be designated by each party. 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 Sheriff Liaison:**

Dan Bianconi, or successor  
Telephone: (651) 4384721  
Email: [Daniel.bianconi@co.dakota.mn.us](mailto:Daniel.bianconi@co.dakota.mn.us)

**City Liaison:**

Telephone:  
Email:

**County Environmental Resources Liaison:**

Laura Villa, or successor  
Telephone: (952) 891-7548  
Email: [laura.villa@co.dakota.mn.us](mailto:laura.villa@co.dakota.mn.us)

**DCDTF Liaison:**

Sgt. James Gabriel, or successor  
Telephone: (651) 994-6221  
Email: [james.gabriel@co.dakota.mn.us](mailto:james.gabriel@co.dakota.mn.us)

## SECTION 8 TERMINATION

**8.1 IN GENERAL.** Any party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 45 days' written notice, of its intent to terminate, to the other Parties. 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 Parties. 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.

- 8.2 TERMINATION FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, any party 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 terminating party to the other Parties by facsimile is sufficient notice under this section. The terminating party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. No party will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **SECTION 9 GENERAL PROVISIONS**

- 9.1 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.
- 9.2 EXCUSED DEFAULT – FORCE MAJEURE.** No party shall be liable to the other Parties 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 terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 9.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. All remedies available to all Parties 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, the City, and DCDTF.
- 9.4 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, the City, and DCDTF.
- 9.5 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.
- 9.6 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.
- 9.7 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 any party.

**9.8 WAIVER.** If any party fails to enforce any provision of this Agreement, that failure does not waive the provision or right to enforce it.

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

APPROVED AS TO FORM:

**DAKOTA COUNTY**

\_\_\_\_\_  
Assistant County Attorney/Date  
KS-18-98  
County Board Res. No. 18-\_\_\_\_\_

By \_\_\_\_\_  
Georg T. Fischer, Director  
Environmental Resources Department  
Date of Signature: \_\_\_\_\_

**CITY OF \_\_\_\_\_**

\_\_\_\_\_  
City Attorney  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk  
Date of Signature: \_\_\_\_\_

**DAKOTA COUNTY DRUG TASK FORCE**

\_\_\_\_\_  
Signature \_\_\_\_\_

By:  
Lt. Brian Sturgeon  
Chair, Administrative Board  
Date of \_\_\_\_\_