

# **CONTRACT FOR THE OPERATION OF A MOBILE COLLECTION FOR HOUSEHOLD HAZARDOUS WASTE**

THIS AGREEMENT is entered into by and between the County of Otter Tail as a political body and corporate, hereinafter referred to as Otter Tail County and the City of Vergas a political body and corporate, hereinafter referred to as the contracting city.

WHEREAS, Otter Tail County and the contracting city recognize that there is a serious and growing problem with the improper disposal of household hazardous waste and related problem materials; and

WHEREAS, Otter Tail County owns and operates a mobile household hazardous waste collection vehicle, hereinafter referred to as the mobile unit; and

WHEREAS, the primary purpose of the mobile unit is for the collection, sorting, packaging, temporary storage, and delivery of waste to the designated Regional Permanent Facility for preparation, treatment, and final disposal; and

WHEREAS, the primary service area for the mobile unit lies outside of the Fergus Falls, Minnesota area; and

WHEREAS, the contracting city recognizes the usefulness of the mobile unit in providing household hazardous waste disposal for the residents of the contracting city; and

WHEREAS, Otter Tail County and the contracting city recognize the validity of the guidelines set forth for the collection and management of household hazardous waste by the Minnesota Pollution Control Agency (MPCA); and

WHEREAS, Otter Tail County and the contracting city recognize the validity of the guidelines set forth for the operations of the Otter Tail County Household Hazardous Waste Mobile Collection Unit.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

**A. FUNCTION:**

The function of the mobile unit will be the collection, sorting, packaging, temporary storage, and delivery of household hazardous waste to the designated authorized facility for preparation, treatment, and final disposal.

**B. COLLECTION VEHICLE:**

Otter Tail County, as owner and operator of the mobile unit, is responsible for maintaining the collection vehicle in working order and in compliance with state and federal rules and regulations. Otter Tail County will be responsible for liability and physical damage insurance coverage on the collection vehicle. Otter Tail County will only use appropriately licensed drivers with the necessary hazardous materials endorsements for the operation of the collection vehicle.

**C. COLLECTION SITE:**

Collection sites must be of adequate size to accommodate the mobile unit, collection activities, and traffic flow associated with the collection event. The collection sites must be paved, have sanitary facilities with running water available and have telephone service provided. Otter Tail County will be responsible for inspecting and approving local event collection sites and premises recommended by the contracting city.

**D. COLLECTION SCHEDULE:**

Otter Tail County will establish an event schedule by April 1<sup>st</sup> of each year. The contracting city shall provide its anticipated collection schedule to Otter Tail County prior to February 1<sup>st</sup> so that the final schedule can be worked out between participating contracting cities. Dates requested after February 1<sup>st</sup> should be submitted 45 days in advance and will be subject to approval by Otter Tail County. Otter Tail County will schedule all events and coordinate with other participating cities to develop a final schedule showing all collection events for the upcoming year.

The City of Vergas HHW collection will be held on July 8, 2021 at the Vergas Fire Hall between the hours of 10:00 a.m. to 2:00 p.m.

**E. COLLECTION CANCELLATION:**

Otter Tail County staff shall have the authority to cancel any collection events due to inclement or threatening weather. Otter Tail County staff will consult with the contracting city before canceling any event. Collection events shall not be conducted in lightening storms or in rainfall, unless adequate shelter can be provided by the contracting city.

Otter Tail County reserves the right to immediately cancel any event when it is deemed, by its on-site, staff that a breach of safety requirements has occurred which endangers staff, participants, or equipment at the collection site.

Should the scheduled collection day be impacted by adverse conditions and be canceled, a mutually agreeable alternative day shall serve as the collection day.

**F. COLLECTION STAFF:**

Otter Tail County shall provide one trained staff person with the mobile unit, who shall be responsible for overseeing site operations, safety, and cleanup. The staff person shall package waste, serve as final reviewer of sorted waste, prepare required transportation documents, and serve as the site safety coordinator. After consulting the contracting city, Otter Tail County may opt to provide, a qualified person to assist with previously stated duties. The Otter Tail County Solid Waste Director's designee, may, for review purposes, attend any collection event, at no cost to the contracting city.

**The contracting city shall be responsible for staffing the collection events in the following manner:**

- 1. Four –five persons to help sort waste;**
- 2. Two – four persons to manage traffic, complete surveys and unload vehicles;**
- 3. Contact local fire, police and safety personnel prior to the collection so that if an emergency should arise, emergency personnel are aware of the collection;**
- 4. All volunteers must be at least 18 years of age.**

Any deviation from this format must be pre-approved by Otter Tail County. If sufficient volunteer staffing has not been identified Otter Tail County may, at its discretion, cancel or reschedule the collection.

**G. COLLECTION PROCEDURES:**

Otter Tail County shall provide the operations and safety manuals. Otter Tail County shall submit these manuals to the Minnesota Pollution Control Agency (MPCA) for approval.

**H. COLLECTION SUPPLIES:**

Otter Tail County shall purchase and maintain all supplies for operating the mobile unit, including safety equipment, protective clothing, shipping containers, spill containment material, and other necessary

equipment. Use of any supplies and equipment other than those supplied by Otter Tail County must be approved in advance by Otter Tail County staff.

I. COLLECTION SAFETY:

Otter Tail County shall provide necessary safety equipment and safety procedures and shall ensure that all shipping papers and record keeping activities are completed and correct. Otter Tail County staff assigned to the mobile unit by the Otter Tail County Solid Waste Director shall have oversight control of the event collection site in order to ensure that all site activities meet the requirements necessary to comply with federal and state laws regarding hazardous waste management.

The contracting city shall provide worker's compensation insurance coverage for all of its agents, employees, volunteers or invitees.

J. FOOD AND REFRESHMENTS

The contracting city shall provide all necessary refreshments to prevent dehydration and energy loss from occurring to any of the workers. Separate drinking cups or bottles shall be provided in sufficient amounts for all persons working at the collection events. Lunches and snacks must be provided for each worker including those workers provided by the county.

K. EDUCATION

Education efforts shall be a part of all collections and shall be coordinated to whatever extent possible. Information regarding acceptable wastes, delivery of wastes, and all other related items to the mobile unit shall be developed by the county. Any advertising, promotional or educational material shall be the sole responsibility of the county. Publicity and local specific coordination shall be the responsibility of the county.

L. CONTRACT TERM AND RENEWAL:

The term of this Contract, shall be one year from the date of execution by Otter Tail County. At the end of the contract term, the contracting city will be given the opportunity to renew the contract under similar conditions agreeable to both parties.

M. NON-DISCRIMINATION:

During the performance of this Contract, the contracting city shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status.

N. INDEPENDENT CONTRACTOR STATUS:

It is agreed by and between the parties to this contract that at all times and for all purposes hereunder, the contracting city is an independent contractor and not an employee of Otter Tail County. No statement contained in this contract shall be construed so as to find the contracting city to be an employee of Otter Tail County, and the contracting city shall be entitled to none of the rights, privileges, or benefits of Otter Tail County employees except as otherwise may be stated herein.

O. MUTUAL INDEMNIFICATION:

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

Otter Tail County's liability shall be limited to the provisions of MN Statute. Cha. 466 (Tort Liability, Political Subdivision) or other applicable law.

P. CONFLICT OF INTEREST:

The contracting city guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.

Q. DISABILITIES ACT:

In fulfilling its duties and responsibilities under this contract, contracting city shall comply with the Americans With Disabilities Act of 1990, Pub.L. 101-336, 42 U.S.C.A. 12101, et. seq. and regulations promulgated thereto.

R. DATA PRIVACY:

For purposes of the Contract all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, MN Statute. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The contracting city will strictly comply with these statutes and rules. All subcontractors shall contain the same or similar data practices compliance requirements. The person employed by the contracting city to assure compliance with MN Statute. 13.46, subd. 19(d), shall be authorized representative unless otherwise stated in the Contract.

S. AMENDMENTS & MODIFICATIONS:

Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.

T. TERMINATION:

This agreement may be terminated with or without cause by either party upon 30 days written notice.

U. ENTIRE AGREEMENT:

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements in effect between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

COUNTY OF OTTER TAIL

CITY

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Otter Tail County

\_\_\_\_\_  
Clerk

City