

JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT FOR THE OPERATION OF A MUNICIPAL CLEANUP DAY

THIS JOINT POWERS AGREEMENT ("Agreement") is made this ____ day of March, 2018, by and between the City of Mendota Heights, ("Mendota Heights") and the cities of Lilydale, Mendota, and Sunfish Lake, ("Participant"). Mendota Heights and Participants shall collectively be referred to as the "Parties".

RECITALS

This Agreement is made pursuant to the authority conferred upon the Parties pursuant to Minnesota Statutes 471.59.

The purpose of this Agreement is to provide municipal cleanup day services for the Parties utilizing a singular contracting procedure.

NOW, THEREFORE, the Parties agree as follows:

1. Subject to the other provisions of this Agreement, Mendota Heights for itself has executed a three contract with Highland Sanitation for the Operation of a Municipal Cleanup Day and the Participant desires to utilize the services provided within this contract.
2. Each Participant shall be responsible for Advertising of this service to its respective residents. The Cleanup Day is proposed to occur the first Saturday in the Month of May.
3. In accordance with the specifications, the contractor will submit an itemized invoice to Mendota Heights identifying the total number of vehicles and services utilized for each Participant. Upon approval of the contractor invoice, Mendota Heights will invoice each Participant for the services utilized as shown in Appendix A. The Participant will be invoiced the City Charge for each resident and that uses this service.

4. It is agreed that each Participant shall indemnify, save, and hold harmless Mendota Heights, and each of the other Participant, and all of their agents and employees from any and all claims, demands, actions, or causes of action, for whatever nature, arising out of the execution or performance of the service for each respective Participant under this Agreement, and that the Participant further agrees to defend, at their sole cost and expense, any actions or proceedings commenced against their respective city for the purposes of asserting any claim of whatsoever character arising hereunder. The Parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the Parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1.

5. This Agreement is to be executed between Mendota Heights and each of the Participants. It may be executed in counterparts. This Agreement shall continue in effect until terminated by the Parties or replaced. Each Participating LGU may terminate this Agreement as to that Participant by giving sixty (60) days' notice to Mendota Heights. Mendota Heights may terminate this Agreement by providing six months' notice to the Participants.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date indicated below.

Signatures

MENDOTA HEIGHTS

This agreement is duly executed:

By: _____

Title: Mayor _____

Date: _____

By: _____

Title: City Clerk _____

Date: _____

Signatures

LILYDALE

This agreement is duly executed:

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

Signatures

MENDOTA

This agreement is duly executed:

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

Signatures

SUNFISH LAKE

This agreement is duly executed:

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

APPENDIX A

Item	Highland Sanitation 2018 Unit Cost		
	Contractor Charge (\$)	Resident Charge (\$)	City Charge (\$)
Pick up Load	35	25	10
Minivan/SUV Load	25	20	5
Car Load	16	10	6
Trailer (4x4x8)	65	35	30
Mattress or Box Spring	31	15	16
Appliance	25	10	15
Appliance w/Freon	30	10	20
Tires/Tires with Rim	15/25	10/10	5/15
Scrap Metal	FREE	N/A	N/A
Bicycles	FREE	N/A	N/A
Small Appliance	FREE	N/A	N/A
Microwave	20	10	10
Lamps or Fans	10	5	5
Scanner or Fax	15	5	10
VCR or DVD Player	FREE	N/A	N/A
Land Phone	FREE	N/A	N/A
Inkjet Printer	20	5	15
All in one printer	30	10	20
LCD or Plasma TV*	20	10	10
Flat Screen Monitor*	15	10	5

- Add \$20 if screen is broken