



STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF AGRICULTURE  
COOPERATIVE AGREEMENT FOR WASTE PESTICIDE COLLECTION

Under Minnesota Statutes 18B.26, Subd. 3, and 18B.065, the State is empowered to enter into this agreement between the Minnesota Department of Agriculture (MDA), Pesticide & Fertilizer Management Division, Waste Pesticide Collection Program and:

☐ \_\_\_\_\_ County Solid Waste Administration  
(hereinafter "Governmental Unit")

☐ \_\_\_\_\_ Regional Household Hazardous Waste Program  
(hereinafter "Governmental Unit")

☐ Other Local Unit of Government \_\_\_\_\_

List county or counties: \_\_\_\_\_

The Minnesota Pesticide Control Law states:

- The commissioner must designate a place that is available at least every other year for persons to dispose of unused portions of nonagricultural pesticides.
- The commissioner must designate a place that is available at least every other year for persons to dispose of unused portions of agricultural pesticides.
- The commissioner may enter into cooperative agreements with state agencies and local units of government for administration of the waste pesticide collection program.

1. Term of Agreement:

1.1 Effective date: This Cooperative Agreement becomes effective when all required signature(s) are included and the Agreement is signed by the MDA. **Any previous Cooperative Agreement is null and void.**

1.2 Agreement will automatically renew unless either party requests termination (See 15.1).

**CHECK APPROPRIATE BOX(S) UNDER # 2 THROUGH # 5 BELOW**

☐ 2. Governmental Unit agrees to collect NONAGRICULTURAL waste pesticides.

A "nonagricultural pesticide" does not bear labeling that meets the federal worker protection agricultural use requirements established in Code of Federal Regulations, title 40, parts 156 and 170.

If box #2 above is checked, the Governmental Unit agrees to:

2.1 Accept, package and store nonagricultural waste pesticide until shipment.

2.2 Arrange shipment with contractor operating under the MN Hazardous Waste Management Contract H-69(5), or successive similar state contracts.

- ☐ 3. Governmental Unit does NOT agree to collect NONAGRICULTURAL waste pesticide.
- ☐ 4. Governmental Unit agrees to collect AGRICULTURAL waste pesticide.

An "agricultural pesticide" means a pesticide that bears labeling that meets federal worker protection agricultural use requirements established in Code of Federal Regulations, title 40, parts 156 and 170.

If box #4 above is checked, the Governmental Unit agrees to:

- 4.1 Accept, package and store agricultural waste pesticide until shipment.
- 4.2 Record weights, either actual or estimated, in pounds (including the weight of the product container) on a form provided by MDA ,
- 4.3 Arrange shipment and provide records, as required above, by scanning to MDA or to contractor operating under the MN Hazardous Waste Management Contract H-69(5).
- 4.4 Include MDA logo in all advertising for waste pesticide collections.

- ☐ 5. Governmental Unit does NOT agree to collect AGRICULTURAL waste pesticide.

6. The MDA will provide to Governmental Unit that check(s) box # 2 and/or # 4, above:

- 6.1 Payment of costs incurred, including supplies, transportation, disposal and advertising;
- 6.2 Payment of Reasonable Overhead Costs @ \$0.25 per pound of collected waste pesticide;
- 6.3 Materials approved and useable for advertising.

7. Payment:

- 7.1 Hazardous Waste Contractor invoices MDA directly for costs of disposal, supplies and transportation.
- 7.2 MDA pays invoice.

7.3 MDA determines overhead cost compensation and pays Government Unit twice each state fiscal year.

8. MDA shall provide payment from the Waste Pesticide Cooperative Agreement Account to state contractors and government units for the collection and disposal of waste pesticides.

9. Authorized Representatives

9.1 The State's Authorized Representative is:

Stan Kaminski or his successor, Pesticide & Fertilizer Management Division, Minnesota Department of Agriculture, 625 North Robert Street, St. Paul, MN 55155, 651-201-6562; [Stan.Kaminski@state.mn.us](mailto:Stan.Kaminski@state.mn.us) .

9.2 The Governmental Unit's Authorized Representative is: [Name, Title, Address, Phone & Email]

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10. Assignment, Amendments, Waiver, and Contract Complete

10.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the MDA and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

10.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

10.3 Waiver. If the MDA fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

10.4 Contract Complete. This agreement contains all negotiations and agreements between the MDA and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

11. Liability. It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Contract be governed according to the following provisions:

11.1 Liability to third persons. The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Contract is intended to create a cause of action with respect to any third person, except for rights granted to Co-Sponsoring Counties as third party beneficiaries of this Section 11.

11.2 State Indemnification.

The parties acknowledge and agree that the County and any Co-Sponsoring Counties are indemnified by the State as provided for in Minn. Stat. § 18B.065, subdivision 10. In the event that Minn. Stat. §18B.065, subdivision 10, is inapplicable to a specific situation, then the State and the County agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. § 3.736 for the State and Minn. Stat. ch. 466 for the municipality.

11.3 No Waiver. Nothing in this Contract is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. § 3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits governmental liability.

12. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the MDA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

13. Government Data Practices

The Governmental Unit and MDA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the MDA under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the MDA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the MDA. The MDA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

14. Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 Termination. The MDA or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. Termination must be by written or fax notice to the Governmental Unit.

15.2 Termination for Insufficient Funding. The MDA may immediately terminate this agreement if it does not have sufficient funds in the Waste Pesticide Cooperative Agreement Account to pay or reimburse the governmental unit. The MDA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The MDA will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate or provide sufficient funds. The MDA must provide the Governmental Unit notice of the lack of funding within a reasonable time of the MDA's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

Signed: \_\_\_\_\_

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

SWIFT No. \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

## 2. GOVERNMENTAL UNIT

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

Title: \_\_\_\_\_

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

## 4. COMMISSIONER OF ADMINISTRATION

By: \_\_\_\_\_  
(With Delegated Authority)

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

Distributed to:

- ☐ Governmental Unit's Authorized Representative
- ☐ State's Authorized Representative
- ☐ Commissioner of Administration (or delegated authority)
- ☐ MDA Waste Pesticide Collection Program file