



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

**Purchase of Services Agreement  
Between Ramsey County and  
Ramsey/Washington Recycling and Energy  
for Employee Benefits Services**

This is a Purchase of Services Agreement ("Agreement") between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Human Resources Department, 121 7<sup>th</sup> Place East, Saint Paul, Minnesota 55101, ("County"), and Ramsey/Washington Recycling and Energy, 100 Red Rock Road, Newport, MN 55055 ("R&E"), a Joint Powers Board created pursuant to Minn. Stat. § 471.59.

1. Term

The term of this Agreement shall be from January 1, 2026 through December 31, 2027. The Agreement may be renewed if agreed to in writing by both parties. Either party may cancel without cause upon giving at least 6 months written notice thereof to the other party. Further notice may be needed, connect to vendor contract term. By mutual written agreement, the parties may alter, modify or waive provisions of this Agreement.

2. Scope of Services

The County agrees that it will provide the following services:

2.1. Employee Benefits

County will provide R&E employees access to the same Employee Benefits offered to active County employees including Wellness programming and Employee Assistance unless a vendor contracted by the County will not allow R&E participation. The County shall make reasonable efforts to negotiate and maintain vendor arrangements that permit the participation of R&E employees in such benefit programs. Notwithstanding the provisions of Sections 1.0 and 11, R&E may immediately terminate this Agreement if, in its sole discretion, it determines that a vendor's refusal to allow R&E participation in a plan or program materially negates the purpose of this Agreement.

3. Administrative Fees. Compensation. Resources

3.1. Annual Fee.

R&E shall pay an annual fee of \$10,000 to the County for maintaining and procuring benefit contracts every 3-5 years including benefit consultant fees, maintaining an HRIS system for Benefits administration, implementing enrollment feeds with contracted vendors, administration of wellness programs and vendor relationships, resolution of issues, printing enrollment materials, conducting open enrollment sessions, and for the risk of including R&E claims in the County's underwriting pool.

If the County transitions to being self-insured for any employee benefit plan, there may be an additional requirement that R&E purchase a separate stop loss policy for any R&E claims that exceed the County's self-insured retention level. The County will communicate with R&E at least one year in advance of any anticipated consideration of a transition to self-insured health and wellness benefits.

SUBJECT: *HR Purchase of Services Agreement*

4. General Contract/Agreement Terms and Conditions

4.1. Payment for Services.

R&E shall make payment within thirty-five (35) calendar days after the date of receipt of an invoice for the Annual Fee from the County.

4.2. Independent Contractor

The County is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the County as an employee of R&E.

4.3. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the County's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

4.4. Indemnification

R&E shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of R&E and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of R&E pursuant to this Agreement.

4.5. Indemnification

R&E shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of R&E and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of R&E pursuant to this Agreement.

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The County shall indemnify, hold harmless and defend R&E , its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which R&E, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of County and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of the County pursuant to this Agreement.

4.6. Records Retention

Until the expiration of six years after the furnishing of services pursuant to this Agreement, R&E and the County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices relating to this Agreement.

4.7. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

County:  
Kristen Schultz  
Interim Chief Human Resources Officer  
Ramsey County Human Resources Department  
121 7<sup>th</sup> Place East  
Saint Paul, Minnesota 55101

R&E Board:  
Kelli Hall  
Administration Director  
Ramsey/Washington Recycling and Energy  
100 Red Rock Road  
Newport, MN 55055

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4.8. Non-Assignability

The parties to this Agreement shall have no right to assign any interest in this Agreement and shall not transfer any interest in this Agreement by subcontract or assignment without the prior written consent of all other parties to the Agreement.

4.9. Force Majeure

No party shall be liable for any loss or damage incurred by any other party as a result of events outside the control of such party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

4.10. Termination

Either party may terminate this Agreement without cause upon giving at least six months written notice thereof to the other party. By mutual written agreement, the parties may alter, modify or waive provisions of this Agreement.

4.11. Interpretation of Agreement: Venue

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be under venue in the District Court, Second Judicial District, State of Minnesota.

4.12. Severability

The provisions of this Agreement are 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.

4.13. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by all parties.

4.14. Limitation of Liability

The County is not responsible for providing services outside of the scope of the Agreement. The County is not liable for management decisions made by State, R&E , or any other organization, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of State, R&E, or any other organization.

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4.15. Entire Agreement

This written Agreement, including all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and Ramsey/Washington Recycling and Energy to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

**RAMSEY COUNTY**

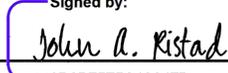
**RAMSEY/WASHINGTON RECYCLING & ENERGY:**

By: \_\_\_\_\_  
Raphael Ortega, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

DocuSigned by:  
By:  \_\_\_\_\_  
Trista L. Martinson, Executive Director  
Date: 2/26/2026

By: \_\_\_\_\_  
Jason Yang, Chief Clerk  
Date: \_\_\_\_\_

Approved as to Form:  
By: Elisabeth Brady  
Elisabeth Brady (Mar 4, 2026 11:29:27 CST)  
Elizabeth Brady, Assistant County Attorney  
Date: 3/4/26

Approved as to Form:  
Signed by:  
By:  \_\_\_\_\_  
County Attorney  
Date: 2/26/2026

Approval Recommended:  
By: Alexandra Kotze  
Alexandra Kotze (Mar 3, 2026 11:14:33 CST)  
Alexandra Kotze, Deputy County Manager  
Date: 3/3/26

By: Patience Ferguson  
Patience Ferguson (Mar 3, 2026 11:05:44 CST)  
Patience Ferguson, Chief Human Resources Officer  
Date: 3/3/26

Reviewed by:  \_\_\_\_\_  
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