

**Purchase of Services Agreement  
Between  
Ramsey County and  
The Ramsey/Washington Recycling and Energy Board  
For Human Resources 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, 2785 White Bear Avenue North, Suite 350, Maplewood MN 55109 (“R&E”), a Joint Powers Board created pursuant to Minn. Stat. §471.59.

**1.0 Term**

The term of this agreement shall be from the date of approval by Ramsey County through December 31, 2025. 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. By mutual agreement, the parties may alter, modify or waive provisions of this agreement.

**2.0 Scope of Services**

The County agrees that it will provide the following services:

**2.1 Employee Benefits**

R&E will use the same insurance benefits offered to County employees, and the County will manage the insurance benefits for R&E BOARD employees as it manages those for County employees.

**3.0 Administrative Fees, Compensation, Resources**

**3.1 Annual Fee.**

For a portion of its Services under this agreement, the R&E Board shall pay an annual fee of \$5,000 to the County. This fee is intended to cover the County’s ongoing cost of providing access to County insurance benefits.

**4.0 General Contract/Agreement Terms and Conditions**

**4.1 Payment for Services.**

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

**5.0 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 any other party.

6.0 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.

7.0 Indemnification

The R&E BOARD 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 BOARD and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of the R&E BOARD pursuant to this Agreement.

The County shall indemnify, hold harmless and defend the R&E BOARD, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the R&E BOARD, 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.

8.0 Records Retention

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

9.0 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: Gail Blackstone  
Director  
Ramsey County Human Resources Department  
121 7<sup>th</sup> Place East,

Saint Paul, Minnesota 55101

R&E BOARD:           Kelli Hall  
                              Human Resources Manager  
                              Ramsey/Washington Recycling and Energy  
                              100 Red Rock Road  
                              Newport, MN 55055

10.0 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.

11.0 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.

12.0 Termination

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

13.0 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 venued in the District Court, Second Judicial District, State of Minnesota.

14.0 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.

15.0 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.

16.0 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 BOARD, 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 BOARD, or any other organization.

17.0 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 the Ramsey Washington Recycling and Energy Board 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, this Agreement is duly executed as of the last date written below.

**Ramsey County**

\_\_\_\_\_  
Toni Carter, Board Chair

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

\_\_\_\_\_  
Janet Guthrie, Chief Clerk

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

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

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

Approval Recommended:

\_\_\_\_\_  
Gail Blackstone, Director of  
Human Resources

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

\_\_\_\_\_  
Finance Department

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

**Ramsey Washington Recycling and Energy Board**

\_\_\_\_\_  
Fran Miron, R&E BOARD Chair

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

By: \_\_\_\_\_  
R&E BOARD Secretary/Treasurer

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

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

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

Approval Recommended:

\_\_\_\_\_  
Zack Hansen, Joint Leadership Team

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

\_\_\_\_\_  
Nicole Steward, Joint Leadership Team

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

\_\_\_\_\_  
Mark Thompson, Joint Leadership Team

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