

**Ramsey and Washington Counties  
Yard Waste and Food Scraps  
Reciprocal Use Agreement**

**THIS AGREEMENT** is between Ramsey County and Washington County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the "Counties")

**WHEREAS**, each County currently provides, yard waste and Food Scraps drop-off locations for its residents; and

**WHEREAS**, it is recognized that there is a regional benefit to the East Metro area derived from increasing the availability of Authorized Facilities for Yard Waste and Food Scraps; and

**WHEREAS**, the Counties desire to create a mechanism whereby residents of the Counties may use Yard Waste and Food Scraps Authorized Facilities in each other's Counties; and

**WHEREAS**, Minn. Stat. § 115A.931; prohibits disposing of yard waste with mixed municipal solid waste.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism to allow for the reciprocal use of Yard Waste and Food Scraps Authorized Facilities and provide for the payment of costs incurred by the Counties associated with such reciprocal use.

2. TERM

The term of this Agreement shall commence upon execution and shall terminate on December 31, 2029, unless earlier terminated as provided herein.

3. DEFINITIONS

The terms used in this contract shall have the following meanings:

- a. Authorized Facility or Authorized Facilities shall mean a facility designated by either County that accepts Yard Waste and/or Food Scraps.
  - I. In Ramsey County "Authorized Facility" shall
    - a) Not include the Pleasant Avenue, Mounds View and Midway sites.
    - b) Include Arden Hills, Battle Creek, Frank & Sims, and White Bear Township sites
    - c) Include only Ramsey County Food Scraps collection sites located at one of the above yard waste sites.
  - II. The Ramsey County Battle Creek site is not available for woody material.
  - III. In Washington County "Authorized Facility" shall
    - a) Include the Yard Waste site located at the North Environmental Center.
    - b) Future Yard Waste Sites operated by Washington County for residents
    - c) Not Include Yard Waste Sites Operated by Washington County for Commercial Arborists.
- b. County shall mean Ramsey or Washington County.

- c. County of Origin shall mean the County whose residents generated and delivered Yard Waste or Organics to an Authorized Facility in the other County.
- d. Designated Official shall mean the directors of the Counties; respective public health departments, or their designees.
- e. Food Scraps shall mean source separated organic material generated from a household; excluding yard waste that each county's designated officials agree to.
- f. Receiving County shall mean the County where an Authorized Facility within the County receives Yard Waste and/or Food Scraps from a resident of the other County.
- g. Yard Waste shall mean waste as defined in Minn. Stat. § 115A.03, subdivision 38.

4. RECIPROCAL USE

The Counties agree:

- a. Use of Authorized Facilities
  - I. A resident of either County may use an Authorized Facility in the other County to deposit Yard Waste and Food Scraps and/or receive finished wood mulch.
  - II. Should use of any Authorized Facility by residents of the other County result in ongoing conditions that negatively affect service, such as traffic congestion or too much volume, the County may, at its sole discretion, remove that Authorized Facility from the list of Authorized Facilities available to residents of the partnering County. Such unavailability shall occur beginning the following calendar year. In the event an Authorized Facility is designated as unavailable, both counties are responsible to inform their residents of the change.
- b. Each County shall comply with the requirements as set forth in Minnesota Rules, Part 7001.0020 for permitting of solid waste management facilities.
- c. The Counties will properly manage Yard Waste and Food Scraps collected according to state and local regulations.
- d. Promotion
  - I. Each County may promote to its respective residents the availability of the Authorized Facilities in the other County.
  - II. Outreach materials that provide notice of such availability shall first be reviewed and approved by the designated official of the Receiving County.
  - III. Washington County will limit promotions agreed to by the parties until it develops additional sites for its residents. After such sites are developed, and upon agreement by the Designated Officials, promotion can occur throughout Washington County.
- e. By December 1 of each year the Designated Officials shall agree on a schedule and method for surveying residents at Authorized Facilities for the purpose of determining the estimated use by residents of the partnering County. Each County shall be responsible for the cost of surveying site users at its Authorized Facilities pursuant to the schedule.

5. PAYMENT

- a. Each Receiving County will calculate the cubic yards of yard waste delivered by the County of Origin and the percentage of the food scraps volume managed at each Authorized Facility and annually invoice the other County for use of its Authorized Facilities using a method agreed to by the Designated Officials.
- b. Each County shall report the annual yard waste volume and Food Scraps percentage calculated by February 28 of the subsequent year, along with a calculation of the cost per cubic yard for that volume.

- e. Annually each County shall calculate an estimate of its cost for use of its Authorized Facilities. The cost calculation shall include site labor, site maintenance, heavy equipment operations, transport and disposal of Yard Waste and food scraps. It shall not include outreach, education, or any capital costs.
- d. Payments shall be made in accordance with Minn. Stat. § 471.425.

6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO AUTHORIZED FACILITIES

Each County shall allow the other County and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subd. 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the Authorized Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable Federal, State or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire Agreement of the parties and that these Agreements supersede all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement; any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by the Counties.

12. TERMINATION

This Agreement shall terminate under the following circumstances:

- a. By mutual written agreement of all Counties; or
- b. When necessitated by law or as a result of a decision by a court of competent jurisdiction.

13. WITHDRAWAL/EFFECT OF WITHDRAWAL

Either County may withdraw from this Agreement by providing 180 days written notice to the other County. Withdrawal shall not act to discharge any liability incurred by the withdrawing County before the effective date of withdrawal, including payments or credits due to other

Counties. Such liability shall continue until appropriately discharged by law or agreement. If a County withdraws, its residents may not use Authorized Facilities in the other County nor will it be paid by the County of Origin for use of the withdrawing County's Authorized Facilities if it accepts Yard Waste or Organics from the other Counties after the effective date of the withdrawal, under the terms and conditions of this Agreement.

14. EFFECT OF TERMINATION

Termination shall not discharge any liability, responsibility, or right created or incurred by the Counties and shall not affect the obligations set forth in Sections 5, 6, and 15 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

15. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. Liability of the Counties under this agreement shall be governed by Minn. Stat. § 471.59, subdivision 1a, and each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. For the purposes of determining total liability for damages, the Counties are considered as a single governmental unit and the total liability for the Counties shall not exceed the limits for a single governmental unit as specified in Minn. Stat. § 466.04. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors. This indemnification does not extend beyond each county's liability insurance coverage for any activity covered by Minn. Stat. § 115A.96 subd. 7.

16. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. SURVIVAL

Sections 5, 6, and 15 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

**IN WITNESS WHEREOF**, the parties hereto this Agreement have on the date indicated:

**Ramsey County**

By: \_\_\_\_\_  
Chair, Ramsey County Board of  
Commissioners

Attest: \_\_\_\_\_  
Jason Yang, Interim Chief Clerk

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

Approved as to form: *Caitlin Mohamed*  
\_\_\_\_\_  
Assistant County Attorney

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

**Washington County**

By: Stan Karwoski  
Chair, Washington County Board  
of Commissioners

Date: 10/29/2024

*Kevin Corbid* 10/29/2024

By: \_\_\_\_\_  
County Administrator

Assistant County Attorney:

*John A. Ristad* \_\_\_\_\_

Assistant County Attorney

Date: 10/7/2024