

FISCAL AGENT AGREEMENT

This is a Fiscal Agent Agreement (“Agreement”) between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Public Health Department, 90 West Plato Blvd, Suite 200, Saint Paul, Minnesota 55107, and its Finance Department, 121 7th Place East, Suite 4000, 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. This Agreement may be renewed upon such terms are agreeable to the parties. All renewals must be reduced to writing.

2.0 Scope of Service

R&E has developed resources to independently manage its finances. At certain times it will be necessary to seek the assistance of the County. The County agrees that, at those times and upon the request of R&E, it will provide the following services in a manner complying with generally accepted accounting principles and, except as noted, in accordance with Ramsey County Finance Department policies.

2.1 Disbursement

The R&E shall prepare disbursements for goods and services rendered for the R&E. All disbursements will be based on contracts entered into the County financial system by the R&E or delegations by the R&E to the Joint Leadership Team (JLT). All disbursements will be made using the County financial system.

2.2 Accounts Receivable

The R&E shall prepare and issue invoices for the sale of goods and services by R&E. All invoices will be generated using the County financial system.

2.3 Cash/Receivables Management

The County shall manage cash and accounts receivable for the Board in accordance with County policies and procedures, including a depository account (s) for R&E revenue. Depository accounts shall be created at the County’s primary bank. Interest on any depository account shall accrue for all of the R&E’s funds. Collection of past due accounts receivable is outside of the scope of this agreement.

2.4 Contracts

The R&E shall maintain its own contract process, consistent with its Bylaws. All R&E contracts will be processed outside of the usual County contract management system. A fully executed contract, recommended by the assigned Assistant County Attorney and signed by the Chair, Secretary/Treasurer, or other R&E designee, will be deemed sufficient and no further review by the County will be necessary.

2.5 Asset Management

Until such time that R&E has determined to develop its own asset management system, the County shall maintain an inventory of assets and associated schedules of depreciation for all R&E capital assets, which shall be defined as machinery and equipment with a cost of \$15,000 or more and more than two years of useful life, and facility and infrastructure improvements with a cost of \$100,000 or more. This asset inventory shall be updated as necessary. Assets will be managed using the County financial system, or another system identified by the R&E.

2.7 Segregation of the activities of the R&E-owned Facility ("Facility") at Newport

The activities of the Facility will be accounted for as an Enterprise Fund within the Ramsey County financial system. All other R&E activities will be accounted for as a General Fund. The County shall create cost centers and accounts as necessary to adequately record the activities of the R&E.

2.9 Reporting

All books and records shall be prepared and maintained in accordance with generally accepted accounting principles. Records of expenditures, receipts, and balances shall be available at any time to R&E or its designees.

2.10 Audit Requirements

The activities of the R&E will receive an annual audit by R&E's independent auditor.

3.0 Segregation of Duties

The County and the R&E have adequate segregation of duties as stipulated by the Government Accounting Standards Board.

4.0 Administrative Fees

For its Services under this agreement, the County shall receive an annual administrative fee of \$30,000 for staffing and other services provided by the County to the R&E. The annual administrative fee compensates the County for

staff time and expenses for the Finance Department's member of the JLT, who shall be performing activities pursuant to this Agreement, as well as reimbursement for staff time in the Finance Department.

5.0 General Contract/Agreement Terms and Conditions

5.1 Payment for Services

5.1.1 No payment will be made until the invoice has been approved by the R&E.

5.1.2 Payment shall be based on a negotiated payment schedule

5.1.3. Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

5.1.4. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2 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 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

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 the R&E pursuant to this Agreement.

The County shall indemnify, hold harmless and defend the 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 the 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.

8.0 Records Retention

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the 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.

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: Alexandra Kotze,
121 7th Place East
Suite 4000
Saint Paul, Minnesota 55101

R&E: Zack Hansen,
2785 White Bear Avenue
Suite 350
Maplewood, MN 55109

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

13.0 Interpretation of Agreement; Dispute Resolution and Escalation Procedures; 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 Dispute Resolution

In the event of a dispute, the Ramsey County Chief Financial Officer, the Washington County Finance Director and the R&E joint leadership team (JLT) will meet to attempt to resolve the matter. If the parties fail to come to a mutual agreement to resolve the dispute, the Finance Directors and the R&E JLT will each prepare a written summary of the dispute as well as written suggestions for resolving the matter. The written summaries will be submitted to the Ramsey County Manager and the Washington County Administrator, who will resolve the dispute by providing written direction on the matter.

15.0 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.

16.0 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.

17.0 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, Hennepin, 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, Hennepin, or any other organization.

18.0 Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede 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, this Agreement is duly executed as of the last date written below.

RAMSEY COUNTY

**RAMSEY/WASHINGTON RECYCLING
AND ENERGY BOARD**

Toni Carter, Board Chair

Fran Miron, R&E Chair

Date: _____

Date: _____

Janet Guthrie, Chief Clerk

By: _____
R&E Secretary/Treasurer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

Assistant County Attorney

Date: _____

Date: _____

Approval Recommended:

Approval Recommended:

Alexandra Kotze, Chief Financial Officer

Joint Leadership Team

Date: _____

Date: _____

Kathy Hedin, Director of Public Health

Date: _____