RAMSEY- WASHINGTON METRO WATERSHED DISTRICT –
CITY OF SAINT PAUL ENHANCED STREET SWEEPING
STEWARDSHIP GRANT AGREEMENT
RWMWD GRANT #25-22 CS

THIS ENHANCED STREET SWEEPING COST PARTICIPATION AGREEMENT, dated June 4th, 2025, is by and between the Ramsey-Washington Metro Watershed District, a political subdivision of the State of Minnesota, (hereinafter referred to as the "RWMWD"), and the City of Saint Paul, a political subdivision of the State of Minnesota, (hereinafter referred to as the "City"), located at 25 W. Fourth Street #700, Saint Paul, MN 55102.

RECITALS

A. The City and RWMWD have a mutual interest in the management of the water resources within the City.

B. The City operates a street sweeping program as part of its Public Works department and in support of its Municipal Separate Storm Sewer System (MS4) permit.

C. Based on the RWMWD Enhanced Street Sweeping report, an enhanced program is identified as a cost-effective Best Management Practice (BMP) to reduce nutrient loading to local waterbodies and reduce maintenance needs of other BMPs. RWMWD has approved stewardship grant funding for municipalities for enhanced sweeping efforts in 2025.

D. RWMWD desires to support the City's implementation of enhanced street sweeping efforts, beginning with increased operation of street sweeping efforts in selected areas of RWMWD. If efforts to implement an enhanced street sweeping plan are successful, RWMWD may desire to support the City in expanding its sweeping capacities in the future.

E. The City and RWMWD have collaborated or cooperated on several water resources efforts in the past.

THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the RWMWD and the City agree as follows:

Purpose and Term. The purpose of this Agreement is as set forth in the above recitals, which are incorporated herein by reference. This Agreement will be effective as of the date set forth above and will continue until December 31, 2025.

I. City of Saint Paul RESPONSIBILITIES:

A. **Outreach**. The City will lead public outreach and communication with City residents about ongoing street sweeping efforts.

B. **Funding**. The City will provide continued funding to operate its baseline street sweeping program as identified in the City's 2025 Stormwater Pollution Prevention Plan (SWPPP) as required by its MS4 permit.

C. **Sweeping**. The City will select areas within RWMWD priority areas to focus enhanced sweeping efforts for summer and fall of 2025.

D. **Schedule**. The City will begin enhanced street sweeping efforts upon execution of this agreement.

E. **Reporting**. The City will submit an annual report summarizing all efforts by December 31, 2025. The report will include summaries of labor and operation and maintenance costs in addition to amount of material collected and disposed broken down by sweeping area.

II. Ramsey-Washington Metro Watershed District RESPONSIBILITIES:

A. **Outreach**. RWMWD will assist in promoting the Enhanced Street Sweeping program and its water quality benefits.

B. **Funding**. The RWMWD will reimburse the City upon invoice for cost of operating the Enhanced Street Sweeping program, in a total amount not to exceed $100,000. The invoice will contain the annual report with summaries of labor, operation and maintenance, and disposal costs. RWMWD will reimburse the identified reimbursable expenses within 60 days of receipt of the required financial and performance information and receipts. Partial reimbursement may be allowed for each sweeping season when accompanied by the data summaries. The annual report must be submitted prior to final reimbursement.

C. **Program Expansion**. Should cooperative efforts to implement the Enhanced Street Sweeping Plan prove successful, RWMWD may fund further program expansion upon proper review and approval of the District Board of Managers.

III. MISCELLANEOUS:

A. **Relationship of Parties**. Nothing contained in this agreement is intended or shall be construed in any manner as creating or establishing a joint powers relationship, partnership, joint venture, or agency relationship between the parties.

B. **Employees**. The City and RWMWD represent that they have, or will secure at their own expense, all personnel and/or contractors required for their respective performance of this agreement. Any and all personnel and contractors of the City shall not be deemed to have any employment or contractual relationship with RWMWD. Any and all personnel and contractors of RWMWD shall not be deemed to have any employment or contractual relationship with the City.

C. **Liability**. RWMWD and the City agree that they will be responsible for their own acts or omissions and the results of those acts/omissions to the extent authorized by law, and shall not be responsible for the acts/omissions of the other party and their results. Any liability of the City will be governed by Minnesota Statutes Chapter 466 and other applicable law, as may be amended from time to time.

D. **Assignment or Modification**. This agreement shall be binding upon and inure to the benefit of City and the RWMWD, and their respective successors and assigns; provided, however, that neither party may assign this agreement without the prior written consent of the other. Any modification, alteration, amendments, deletions, or waivers of the provisions of this agreement will be valid only when mutually agreed upon in writing by both parties. City's use of contracted services to meet its obligations under this contract shall not be construed to be an assignment.

E. **Effective date**. This agreement will be effective as of the date all of the signatures required below have been provided and upon approval by the RWMWD Board of Managers and the Saint Paul City Council with Mayoral approval. The date of the last required signature will be the date of this agreement and will be inserted in the first paragraph on page 1.

F. **Data Practices**. All data collected, created, received, maintained, or disseminated for any purposes by the activities of either party because of this agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. Each party to this agreement shall respond to data requests made directly to it

G. **Records - availability and retention**. Both parties agree that either of them or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to this agreement and the accounting practices and procedures of the parties.

(remainder of page intentionally left blank, signature page to follow)

CITY OF Saint Paul

By: _____
Saint Paul Mayor's Office

Date: _____

By: _____
Sean Kershaw
Director *of* Public Works

Date: _____

By: _____
Laura Logsdon
Interim Director *of* The Office of Financial Services

Date: _____

By: _____
Andrea Ledger
Director *of* The Office of Human Rights and Equal Economic Opportunity

Date: _____

Approved as to form by:

_____
Saint Paul City Attorney's Office

Date: _____

RAMSEY WASHINGTON METRO WATERSHED DISTRICT

By: _____
Ashlee Ricci
Its: Grant Program Specialist

Date: _____