

## COOPERATIVE AGREEMENT FOR INSPECTION OF BLAINE DITCH SYSTEMS

This amended Agreement, entered into on December 13, 2017 by the Rice Creek Watershed District, a metropolitan watershed district and political subdivision of the State of Minnesota (District), and the City of Blaine, a municipal corporation under the laws of the State of Minnesota (Blaine).

### RECITALS

- A. This Agreement amends the original agreement between the District and Blaine dated July 19, 2012 (2012 Agreement).
- B. The original recitals of the 2012 Agreement remain valid and are incorporated herein.
- C. Blaine has the control and responsibility over certain open-channel ditch conveyance systems which are located within the City of Blaine and the Rice Creek Watershed District, as more particularly described and depicted in the attached Exhibit A.
- D. Because of the District's experience and expertise in the inspection and operation of its public ditch systems within the watershed district, Blaine desires to utilize the District's expertise in this area and contract with the District to provide certain inspection services for those ditches over which Blaine has authority.

Therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the District and City agree as follows:

- 1. The recitals herein are incorporated into and made part of this Agreement.
- 2. Ditch Inspections. The District will provide inspection services for those ditches over which Blaine has authority, as described in the attached Exhibit A. The District and City will annually review the ditches as defined in exhibit A and the city will make updates to the map to reflect changes in status or location. The District will provide inspection services for those ditches as more particularly described in the Scope of Services and Inspection Schedule attached as Exhibit B. The District will provide Blaine an inspection report describing the condition of the inspected ditches, in accordance with the template set forth in the attached Exhibit C. The District will not be responsible for the on- going physical performance of these ditches, or for any repairs, changes or alterations to them. Blaine assumes the full and sole responsibility for the maintenance, repair, improvement and management of the subject ditches.
- 3. Compensation and Method of Payment. Blaine agrees to pay the District for services rendered in accordance with the fee rate schedule identified in Exhibit D. The District will submit to Blaine an invoice for services rendered, consisting of a statement of

work performed; associated charges for the billing period covered and respective dates of performance during the invoice period. The District will submit the invoice to the following:

City of Blaine  
10801 Town Square Drive NE  
Blaine, MN 55449-8101  
Attention: Stormwater Manager  
Phone: (763) 785-6188

Blaine will pay the District invoices within thirty days of receipt. The District's fee rate schedule may be adjusted annually upon written consent of both parties. The District, as part of its annual budget process, will review and revise if necessary the fee rate amount to be charged for its services under this Agreement for the following year. The District will provide the City its proposed fee rate revision at least two weeks before the City is required to adopt its proposed budget for the following year.

4. Access. Ingress and Egress. Blaine agrees to provide the District, its staff, employees, contractors, access to, ingress and egress to the subject ditches, and the authority to enter the area where the subject ditches in order for the District to perform its services as provided under this Agreement.
5. Indemnification. Blaine will indemnify, defend and hold harmless the District, its employees, agents from any and all present and future claims, causes of action, damages, costs, arising out of the condition, physical performance, operation, construction, improvement, repair, maintenance, management of the subject ditches under this Agreement.
6. Term. Modification. This Agreement shall run for a term of five (5) years commencing on January 1, 2018. The term may be extended upon agreement of the parties prior to the expiration of this Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other. This Agreement may be amended only upon written agreement of both parties.
7. Government Data. The parties agree that all data either party creates, receives, stores, uses, maintains or disseminates in performing under the terms of this Agreement is subject to the requirements of Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act), and the parties will comply with the provisions of Minnesota Statutes Chapter 13.
8. Notices. Any notice provided under this Agreement will be sent by certified mail, or by personal service at the following addresses:

Rice Creek Watershed District  
4325 Pheasant Ridge Drive, #611  
Blaine, MN 55449-4539  
Attn: Mr. Phil Belfiori, Administrator

City of Blaine  
10801 Town Square Drive NE  
Blaine, MN 55449-8101  
Attn: Stormwater Manager

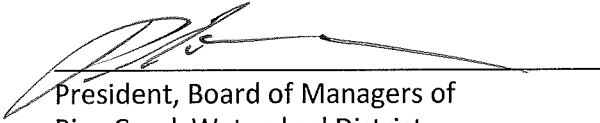
9. Controlling Law, Successors and Assigns. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. This Agreement shall be binding on the heirs, successors and assigns of the parties, but may not be assigned by either party without first obtaining the written consent of the other.
10. This Agreement may be executed in counterparts.

*<SIGNATURE PAGES TO FOLLOW>*

Signature page(s) to **COOPERATIVE AGREEMENT FOR INSPECTION OF BLAINE DITCH SYSTEMS**

Rice Creek Watershed District


City of Blaine

  
\_\_\_\_\_  
President, Board of Managers of  
Rice Creek Watershed District

\_\_\_\_\_  
Mayor, City of Blaine

12-13-2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
District Administrator  
Rice Creek Watershed District

\_\_\_\_\_  
City Manager

12/14/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

Map of Open Channel Ditches over which the City of Blaine has control and responsibility

## Exhibit B

### Scope of Services and Inspection Schedule

Inspections are of two types: The District will conduct system inspections according to the schedule below. Spot inspections may be conducted upon request by the City of Blaine. Upon request by the City of Blaine, spot inspections will be conducted within 72 hours of notification to the District.

1. Spot inspection: Observations made about the condition of the ditch while at a specific location on the ditch provided by the City of Blaine.
2. System inspection: Systematic inspection of an entire ditch system from the mouth to the headwaters (as is feasible). Inspection Standards:
  - Stabilization of spoil banks
  - Presence of obstructions
  - Data to be recorded between crossings or obvious landmarks, which includes:
    - Channel width
    - Water depth
    - Water width
    - Bed material
    - Degree of channel irregularity
    - Effect of obstructions
    - Amount of vegetation
    - Degree of channel meandering

### System Inspection Schedule

| Ditch | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------|------|------|------|------|------|
|-------|------|------|------|------|------|

Total

**Exhibit C**

Inspection Report Template and Cover Letter



**RICE CREEK WATERSHED DISTRICT  
PRIVATE DITCH INSPECTION DATASHEET**

NEVER USE RED INK!

| Ditch ID | Ditch Location- Between what roads? | Date | Time | Personnel |
|----------|-------------------------------------|------|------|-----------|
|          |                                     |      |      |           |

SYSTEM INSPECTION: (Check if present)

|                                                       |                                              |
|-------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Stabilization of spoil banks | <input type="checkbox"/> Outlet structure(s) |
|-------------------------------------------------------|----------------------------------------------|

FIELD PARAMETERS:

|                                 |                                                                            |
|---------------------------------|----------------------------------------------------------------------------|
| Channel Width: _____ ( m / ft ) | Water Depth(m): _____ ( m / ft )                                           |
| Bed Material: _____             |                                                                            |
|                                 | <b>Low      Medium      High</b>                                           |
| Effect of Obstructions          | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Amount of Vegetation            | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Degree of Channel Meandering    | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

FIELD NOTES:

| Location | Description | Photo? (Y or N) |
|----------|-------------|-----------------|
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Weather:

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Date

Stormwater Manager  
City of Blaine  
10801 Town Square Drive NE  
Blaine, MN 55449

**RE: Blaine Private Ditch Inspection Results**

Dear Stormwater Manager,

In accordance with the Cooperative Agreement between The Rice Creek Watershed District (District) and the City of Blaine (Blaine) regarding inspection services, the District provides the results of inspections on the enclosed CD. As stated in the Agreement, Blaine is responsible for determining any repair or maintenance that may be necessary based on the results of these data.

As a reminder, State or District permits may be required prior to the start of any repair or maintenance projects. You may need to contact an engineer or other qualified person to prepare site plans or other documents for these permits.

If you have any questions, please feel free to contact me at 763-398-3082 or [aricci@ricecreek.org](mailto:aricci@ricecreek.org).

Sincerely,

Ashlee Ricci  
RCWD Technical Assistant

**Exhibit D**

Fee Rate Schedule

| <u>Program Staff</u>                    | <u>Field Hourly Rate (\$/hr)</u> | <u>Hours per Ditch Mile</u> | <u>Cost per Ditch Mile</u> |
|-----------------------------------------|----------------------------------|-----------------------------|----------------------------|
| Operation and Maintenance               | \$63.00                          | 11.3                        | \$711.90                   |
| <b><u>Potential Budgeting Costs</u></b> |                                  |                             |                            |
| Miles of Ditch                          | To be determined                 |                             |                            |
| Yearly Cost                             | Not to exceed \$3,500            |                             |                            |
| Total Cycle Cost                        | Not to exceed \$17,500           |                             |                            |