INTERLOCAL AGREEMENT
FOR
ENTIAT CANAL SLIDE GATE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on the date below written by and between the Chelan County Conservation District, a quasi-municipal corporation under the laws of the State of Washington, ("District") and Public Utility District No. 1 of Chelan County, a municipal corporation under the laws of the State of Washington ("PUD"), collectively referred hereinafter as "Parties".

RECITALS

WHEREAS, the District has been duly created pursuant to Chapter 89.08 RCW for the purposes set forth therein;

WHEREAS, the PUD owns land upon which opportunities for tributary enhancement has been identified known as the Entiat Irrigation Canal ("Canal") and the Parties agree that the work to be done will benefit the PUD;

WHEREAS, the District wishes to utilize the services of PUD staff for design and engineering to modify the Canal slide gate for the purpose of maintaining suitable stream flows for spawning, rearing, and migration of anadromous fish; and

WHEREAS, pursuant to Chapter 39.34 RCW the Parties are authorized to enter into this Interlocal Agreement;

NOW THEREFORE; in consideration of the mutual promises and covenant contained herein, the Parties agree as follows:

I. AGREEMENT

1. Incorporation.

The recitals set forth above are hereby incorporated into this Agreement by this reference and are binding commitments and representations.

2. Purpose and Scope.

The purpose of this Agreement is to enhance existing spawning and rearing habitat associated with the Canal. Such enhancements will allow juvenile off-channel habitat to remain year-round, as opposed to the current situation, which dewater the Canal outside the irrigation season. This enhancement will provide approximately 500 additional feet of this critical habitat type in the lower Entiat River.
3. **Termination and Modification.**

3.1 **Effective Date/Term.**

This Agreement shall take effect upon execution by all Parties and shall terminate on December 31, 2006, at midnight, unless otherwise modified or terminated in writing.

3.2 **Termination Notice.**

Except as provided otherwise herein, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. This Agreement may be amended in writing by duly authorized officials of the District and PUD. Termination of this Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law or by the terms and provisions herein.

4. **Administration.**

This Agreement shall be jointly administered by a representative of the District and a representative of PUD, each of whom shall appropriately report to their organization. Absent written notice by one party to the other, the administrators shall be:

Chelan County Conservation District  
Attention: Peggy Entzel or Sarah Walker  
301 Yakima Street, Room 307  
Wenatchee, WA 98801  
Phone: (509) 664-0266

Chelan County Public Utility District  
Attention: Keith Truscott  
327 N. Wenatchee Avenue  
Wenatchee, Washington 98801  
(509) 663-8121

The Parties shall notify each other in writing of any changes of address.

5. **Services Provided by the Parties.**

In connection with the overall Bridge-to-Bridge Project, the Parties will cooperate to accomplish tributary habitat improvements.

The District has secured funding from the RR HCP Tributary Committee for a portion of the work necessary to complete the improvements to the Canal slide gate. The District has also applied for and is responsible to obtain all permits required to complete the work for the Canal slide gate.
project. The District will advise the PUD when the permits are issued so that work may commence.

The PUD will provide design and engineering for the fabrication of the Canal slide gate and all appurtenant equipment and shall complete the work or contract for the work necessary to install Canal slide-gate and appurtenant equipment and perform other services more fully described in items 3 through 7 of Exhibit B, which is attached hereto and incorporated herein by this reference.

6. **Compensation.**

The Parties enter into this Agreement with the understanding that the total cost of the services as described herein, for the installation and fabrication of the slide-gate shall not exceed $23,640.00 for the term of this Agreement, as set forth in Exhibit B, which is incorporated herein by this reference. Funding and compensation for this Agreement is described and set forth in the HCP Tributary Fund Small Project Agreement between the District and the HCP Tributary Committee.

The District will receive $4,200 plus applicable taxes upon completion of the work.

The PUD will receive $18,000 plus applicable taxes upon completion of the work. The PUD recognizes that this reimbursement amount does not include the full amount required to complete the work and the PUD assumes responsibility for any costs to complete the work which exceed this agreed-upon reimbursement due to the benefit received by the PUD of this project being completed on PUD land.

7. **Indemnification.**

The District and PUD agree to hold each other harmless and indemnify one another for any acts of negligence committed or caused by one of them or their agents, consultants, employees or sub-contractors against the other or a third party including, but not limited to, property damage loss of fish and personal injury or death.

8. **General Provisions.**

8.1 **Severability.**

In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
8.2 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

8.3 Attorney's Fees.

In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, said enforcing Party shall be entitled to compensation for reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

8.4 Waiver of Breach.

The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

8.5 Savings Clause.

Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, public regulation, or ordinance, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

8.6 This Agreement shall be filed or posted by the PUD pursuant to RCW 39.34.040.

8.7 Interpretation.

This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.
8.8 Entire Agreement.

This Agreement and its referenced attachments A and B, together with that certain Landowner Agreement for Entiat “Bridge to Bridge” Restoration Project dated __ day of September, 2006, between the Parties and those documents incorporated therein by reference, represent the entire integrated Agreement between the District and PUD and supersedes all prior negotiations, representations or agreements, either written or oral.

8.9 Neither Party shall discriminate against any individual based on race, religion, color, sexual orientation, national origin, age, marital status, veteran status, or based on any sensory, mental or physical disability or the use of a trained guide dog or service dog by a disabled person.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

CHELAN COUNTY CONSERVATION
DISTRICT, WASHINGTON

By: ____________________________
Title: __________________________
Date: 9/13/06

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY, WASHINGTON

By: ____________________________
Title: General Manager
Date: 9-15-06
EXHIBIT A

The PUD and the District shall provide the following services for the purpose of completing Phase 1 of the Entiat Bridge-to-Bridge Restoration project, initiated by the Entiat Watershed Planning Unit in 2004.

1. **District Services Provided – Entiat Irrigation Canal Slide-Gate:**
   a) The District has secured funding for the design, engineering, fabrication and installation of the irrigation slide-gate;
   b) The District will complete all permitting necessary for the above said services.

2. **PUD Services Provided – Entiat Irrigation Canal Slide-Gate:**
   a) PUD will provide the design and engineering necessary for the slide-gate installation including analysis of existing concrete structure.
   b) PUD will develop contract documents and drawings and perform the work necessary to complete items 3 – 7 on Exhibit B or contract such work to be completed pursuant to applicable policies and laws.
   c) PUD will manage and ensure completion of the slide gate installation and modifications to existing facilities.
   d) PUD will coordinate work with other parties as necessary due to the irrigation requirements and the Bridge to Bridge project.
## EXHIBIT B

### Entiat Canal Slide-Gate Budget

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overhead (25% of admin &amp; reporting costs)</td>
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<td>Lump Sum</td>
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<td>$ 840.00</td>
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<td>2</td>
<td>Grant administration, partner coordination and project reporting (estimated at two days/month for six months, July-December)</td>
<td>96</td>
<td>HR</td>
<td>$ 35.00</td>
<td>$ 3,360.00</td>
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<td></td>
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<tr>
<td>3</td>
<td>Mob/Demob</td>
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<td>Lump Sum</td>
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<tr>
<td>4</td>
<td>Remove, demolish and dispose of existing gate system and concrete headwall</td>
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<td>Lump Sum</td>
<td></td>
<td>$ 3,700.00</td>
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<td>5</td>
<td>Construct new reinforced concrete headwall</td>
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<td>Lump Sum</td>
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<td>$ 3,500.00</td>
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<td>6</td>
<td>Furnish 30&quot; x 30&quot; Flange Mounted, Self-Contained Aluminum Slide Gate including stem and wheel operator</td>
<td>1</td>
<td>EA</td>
<td>$ 3,800.00</td>
<td>$ 3,800.00</td>
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<td>7</td>
<td>Install slide gate</td>
<td>24</td>
<td>HR</td>
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<td>Taxes (8% of subtotal 2):</td>
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<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
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<td>$ 23,640.00</td>
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