INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and between Cascadia 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 to as "Parties".

Recitals:

The Parties are authorized pursuant to RCW Chapter 39.34 to enter into Cooperative Agreements.

The District has been duly created pursuant to Chapter 89.08 RCW for the purposes set forth therein.

The PUD owns land upon which installation of a log-boom will occur is proposed as a habitat improvement project. The PUD land is located at the entrance of the Entiat Irrigation Canal (Canal). The installation and maintenance of the log boom is defined below as "the Project".

The District wishes to utilize the services of PUD staff for installation of a log-boom located along the right bank of the Entiat River immediately upstream of the entrance to the Canal.

Installation will provide benefit to the PUD by maintaining a consistent, appropriately regulated flow of water into the irrigation canal by reducing the accumulation of woody debris at the upper end of the Canal. This work will support the work previously sponsored by the District to improve fish and riparian habitat in the Bridge-to-Bridge project area.

District is defined as including any employee, contractor or agent of Cascadia Conservation District of Chelan County, Washington.

PUD is defined as including any employee, contractor or agent of Public Utility District No. 1 of Chelan County, Washington.

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

I. DESCRIPTION OF PROJECT

The Project will consist of the fabrication, construction and installation a log boom as designed and permitted by the District at the orifice of the Canal. The log boom will serve the following purposes: 1) enable a modified irrigation system operation and in turn create off-channel habitat for juvenile salmonids; 2) provide additional habitat enhancement to the Bridge-to-Bridge restoration effort; and 3) reduce the amount of disturbance to fish and wildlife in the area, and also reduce the maintenance to provide the needed water for the side-channel and canal.

II. OBLIGATIONS OF DISTRICT AND PUD

a. District is responsible for the design, materials and permitting associated with the Project.
b. District is responsible for placing and maintaining appropriate signage related to the Project.

c. District is responsible for the ongoing maintenance of the Project.

d. PUD shall support the Project by providing PUD labor to assist in the installation of the log boom. The total cost of such labor shall not exceed $2,500. In determining the cost of the PUD labor, the PUD's fully-loaded rate shall be utilized.

e. The PUD provides permission to the District for the placement and maintenance of the described Project on PUD-owned land subject to the terms of this Agreement.
III. TERM

This Agreement shall be effective from the date of execution and shall remain in full force and effect until May 30, 2008. This Agreement may be terminated earlier by written notice issued to the other party at least 30 days in advance of the date of termination. Payments and indemnity/waivers of claims provisions shall remain effective after termination of the Agreement.

IV. INDEMNITY and WAIVER OF CLAIMS

The District shall hold PUD harmless and indemnify the PUD for any claims by any party (except as specifically provided otherwise below) resulting from the performance of this Agreement by the District and the PUD, including, but not limited to, enforcement actions, fines, penalties, property damage, loss of fish, cost, charge or expense, whether direct or indirect.

The District and PUD agree to hold each other harmless for injuries suffered by their own employees or contractors/subcontractors. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by an employee of either party regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law.

The terms of this section, specifically including the waiver of immunity, shall be deemed mutually negotiated to the fullest extent allowed by the laws of Washington.

V. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by a representative of the District and a representative of the PUD. Absent written notice by one party to the other, the administrators shall be:

Chelan County PUD  
Attn: Keith Truscott  
327 N. Wenatchee Avenue  
Wenatchee, WA 98801  
Phone: (509) 663-8121

Cascadia Conservation District  
Attn: Rich Malinowski or Peggy Entzel  
301 Yakima Street, Room 307  
Wenatchee, WA 98801  
Phone: (509) 664-0266

VI. EFFECT OF OTHER AGREEMENTS

This Agreement shall not change or affect the responsibilities and obligations of Chelan under its Rocky Reach and Rock Island Habitat Conservation Plans.
VII. JURISDICTION AND ATTORNEY FEES

This Agreement is made, executed under and is to be governed by, construed and enforced in accordance with the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior court. The substantially prevailing party in any legal action herein shall be entitled to reasonable attorney fees and all reasonable costs.

VIII. GENERAL PROVISIONS

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or any authorized representative of each party. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

IX. AUTHORITY

Each person signing this Agreement has the full authority of the entities on behalf of which they are signing to execute this Agreement and to bind those entities to the terms of this Agreement.

X. RELATIONSHIP OF THE PARTIES

No agent, employee or representative of the District shall be deemed to be an agent, employee, or representative of the PUD for any purpose, and the employees of the District are not entitled to any of benefits the PUD provides to PUD employees. No agent, employee or representative for the PUD shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the PUD are not entitled to any of the benefits the District provides to District employees.

XI. FILING

The administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, post an electronic copy of the Agreement on the District and the PUD’s Websites at the following addresses:
District: http://www.cascadiaed.org
And PUD: http://www.chelanpud.org/interlocal-agreements.html

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

CASCADIA CONSERVATION DISTRICT

By: [Signature]
Title: Chair
Date: 4/14/08

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON

By: [Signature]
Title: Acting GM
Date: 4/10/08