



## **Lostine RM 5.7 Floodplain and Side Channel Enhancement Project COOPERATIVE AGREEMENT**

Between

John and Valerie Nesemann, Landowner Cooperator

And

Joe and Anna Pierri, Landowner Cooperator

And

William Hunter, Landowner Cooperator

And

Larry and Deborah Yarborough, Landowner Cooperator

And

Stephen Young, Landowner Cooperator

And

The Nez Perce Tribe, Project Sponsor

This Cooperative Agreement is entered into to accomplish the following tasks for the following purposes (the “Work”):

1. Construction bid solicitation and contractor hiring for project implementation. Project implementation will include:
  - a. Site layout and staking/flagging by project engineer.
  - b. Equipment mobilization, establishment of temporary access roads and stream crossing, and material staging/stockpiling.
  - c. Environmental controls: erosion control, spill prevention, work area isolation, dewatering/water management.
  - d. Main channel excavation and partial fill, floodplain/side channel excavation, riffle construction, and large wood structure installation.
  - e. Installation of floodplain wood and willow trenches.
  - f. Access road decommissioning, site cleanup/restoration, and equipment demobilization.
  - g. Seeding, mulching, and planting.

2. The Work will occur on lands owned by the Cooperators located in Section(s) 10 & 15, Township 1S, Range 43E, in Wallowa County. The lands are identified by Wallowa County as tax lots 5400, 1700, 701, 1602, 1700, & 1800. A map showing the location of the Study is attached to and incorporated into this Cooperative Agreement.

**The Cooperators will:**

- Permit the work to occur and remain on the Cooperator's property for a minimum of three (3) years.
- Permit the Project Sponsor and its officers, agents, employees, contractors and invitees to enter onto the property where the work is being or has been done for the purposes of performing the work, inspecting the condition of the work, monitoring the effectiveness of the work, and to perform repair or replacement of the work if necessary. Said entry shall be at times reasonably agreeable to the Cooperator for a duration of up to 10 years.
- Manage the property where the work occurs in a manner to meet the purposes set forth in this Cooperative Agreement.
- Repair or replace work that is damaged by normal use or natural events. Repair or replacement due to catastrophic natural events is not the responsibility of the Cooperator under this Cooperative Agreement.
- The OWEB board and its representative's access to property where Work occurs for inspection and evaluation purposes.
- Acknowledge that information relating to the Work including grant funding and reporting documents are public record.

The cooperators will allow access to project area by project sponsor and subcontractors including survey and engineering crews, project biologist, construction contractor crew, and planting crew as detailed in section 1 of this document. Property access permission to project sponsor or subcontractor will be given by Cooperators prior to any Work or activity on property owned by Cooperators. The duration of this project implementation phase is expected to be complete on or before **December 31, 2025**.

**The Project Sponsor will:**

- Conduct monitoring of the effectiveness of the work at agreed upon frequencies and prepare a report on the results and condition of the work which will be delivered to project funding entities and shall be a public record.
- Before December 31, 2026, the Project Sponsor will complete a Final Completion Report on the results and condition of the work, including observations on the design of the work, maintenance performed and its cost, and whether the work has achieved its intended purposes. Post-implementation Status Reports will be required at intervals of one (1), three (3) and five (5) years following project completion and will include the same components as the Final Completion Report, to be submitted to project funding entities.
- Project sponsor will coordinate all project implementation activities as described in section 1 of this document. Work includes staking survey, mobilization/demobilization, temporary access, material staging, channel construction, large wood structure

installation, site restoration, and seeding and planting. The duration of this project implementation phase is expected to be complete on or before December 31, 2025.

It is further agreed that after completion of the work, all of the improvements funded with grant funds and affixed to the land will become the property of the Cooperator.

The Cooperator shall save and hold harmless the Project Sponsor and its respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Cooperative Agreement.

The work to be performed under this Cooperative Agreement shall begin on or after May 1, 2024, and is expected to be completed on December 31, 2025.

This agreement shall be effective upon the signature of all of the parties listed below

While unlikely, it is further agreed that after completion of the Work, any improvements funded with grant funds and affixed to the land will become the property of the Cooperator, provided that the terms of this Cooperative Agreement are met. Improvements not affixed to the land and funded with grant funds, such as portable equipment, shall become the property of the Project Sponsor, upon satisfactory completion of the Work.

The Cooperator shall save and hold harmless the Project Sponsor and its respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Cooperative Agreement.

The Work to be performed under this Cooperative Agreement shall begin on or about June 1, 2024 and end on or before December 31, 2025.

By signing below, Cooperators are certifying that they legally possess land/property where the Work will be carried out.

This agreement shall be effective upon the signature of all of the parties listed below.

**AGREED:**

**Cooperator:**

  
\_\_\_\_\_  
John and Valerie Nesemann, Landowner

9/27/22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe and Anna Pierri, Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Hunter, Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry and Deborah Yarborough, Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen Young, Landowner

\_\_\_\_\_  
Date

**Project Sponsor:**

\_\_\_\_\_  
Samuel Penney, NPTEC Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shirley Allman, NPTEC Secretary

\_\_\_\_\_  
Date

