

MEMORANDUM OF AGREEMENT
LOCAL WATERSHED PLANNING IN WRIA 62
PEND OREILLE WATERSHED

WHEREAS, the Washington Watershed Management Act, Chapter 90.82 RCW, provides a process to plan and manage the uses of water within the Pend Oreille watershed hereafter referred to as Water Resources Inventory Area (WRIA 62), and

WHEREAS, the WRIA 62 described in Chapter 90.82 RCW and this Agreement is not intended to formally determine or resolve any legal dispute about water rights or water quality violations under state or federal law or Indian Treaty. It is hereby resolved that a process that provides an alternative, voluntary process for cooperatively planning and managing the use of WRIA 62's water resources and

WHEREAS, effective watershed planning cannot take place without full participation, as Initiating Governments, of government entities within WRIA 62.

NOW, THEREFORE, the Initiating Governments for WRIA 62 agree as follows:

1.0 Purpose: It is the purpose of this agreement to set forth a process of assessing and managing the water resources of the Pend Oreille Watershed (WRIA 62).

2.0 Initiating Governments: According to the provisions of Chapter 90.82 RCW, the eligible parties to this Agreement shall be Pend Oreille County, City of Newport, Public Utility District of Pend Oreille County, and the Kalispel Tribe of Indians. The Initiating Governments will be part of the Watershed Implementation Team.

3.0 Scope: The WRIA 62 Phase IV Implementation grant includes funding for organizing the Watershed Implementation Team (formerly known as the Implementing Body), developing by-laws, developing an MOA, drafting a Detailed Implementation Plan and the implementation of strategies and projects as set forth in the Plan and provided for in Chapter 90.82 RCW.

4.0 Lead Agency: Pend Oreille Conservation District will be the Lead Agency for the purposes of convening the Initiating Governments and the Watershed Implementation Team, administering the Phase IV Implementation grant funds and contracting services. Project budgets and utilization of consultants shall be agreed upon by the watershed planning council whom the Initiating Governments have representation.

5.0 Watershed Implementation Team: The Watershed Implementation Team is a committee formed pursuant to Chapter 90.82 RCW by the Initiating

Governments to implement water resource management issues identified in the Watershed Management Plan.

5.1 The Watershed Implementation Team is composed of Initiating Governments; representatives and stakeholders having a wide range of water resource interests. The Watershed Implementation Team includes members representing both government and non-government entities and landowners.

5.2 The Watershed Implementation Team has adopted rules for operating and decision making. Changes in Watershed Implementation Team members will be approved by members of the Watershed Implementation Team.

6.0 Process: The Watershed Implementation Team will conduct decision-making by consensus as described in the WRIA 62 Watershed Implementation Team By-Laws.

6.1 Government and regulatory agency participants shall provide specific written approval to the Initiating Governments of all Detailed Implementation Plan elements based on obligations created in the WRIA 62 Watershed Management Plan. "Obligation" means any required action which imposes fiscal impact, a redeployment of resources or a change of existing policy. Governments are those entities empowered with legislative or regulatory power by state or local directives.

6.2 The Watershed Implementation Team shall be the policy recommendation committee for the Detailed Implementation Plan and any actions taken as envisioned in Chapter 90.82 RCW. Any recommendation coming from the committee shall not conflict with or change existing state laws. However, the Watershed Implementation Team may include recommendations to modify such laws.

7.0 Funding: This agreement does not obligate the Initiating Governments to pay any operating costs incurred in WRIA 62 Phase IV planning and implementation. Any future financial obligation shall require express written agreement. The annual budget, allocating the use of Phase IV Implementation funds, shall be approved by the Watershed Implementation Team.

7.1 The Pend Oreille Conservation District shall be the Lead Agency for application and management of grant funds. They shall be responsible for any reports and audits of funds. Grant funds will primarily be used for staff, consultant support, reports, data collection, public outreach and education as deemed necessary by the Watershed Implementation Team. Some office supplies and meeting room costs will be incurred.

8.0 Duration: This agreement will operate for the duration of the WRIA 62 Phase IV grant period but not longer than five years from the date on which first Phase IV grant funds are received by the Lead Agency, unless extended by agreement.

9.0 Right to Withdraw: Any party to this agreement shall have the right to withdraw from the planning process upon ten days written notice to the Lead Agency. All parties agree, if any entity withdraws, said entity shall not be deemed a party to any plan or agreement produced pursuant to Chapter 90.82 RCW and shall not be bound thereby.

10.0 Modification: This Agreement may be modified or amended only by a subsequent written document, signed by representatives of all Initiating Agencies, expressly stating the Initiating Agencies intention to amend this Agreement. No amendment or alteration of this Agreement shall arise by implication, course of conduct or change in state law.

11.0 Agreement: The WRIA 62 Phase IV process described in this agreement is intended to result in cooperative management of water resources in WRIA 62. The parties agree, participation in the development of the Phase IV Detailed Implementation Plan for WRIA 62 shall not abrogate any member's independent decision-making authority or the reserved rights of any Tribe, except where an obligation has been accepted in writing.

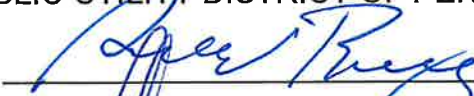
12.0 Effective Date: This agreement shall become effective and commence upon execution of the Agreement by all parties.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement as of the date as indicated.

PEND OREILLE COUNTY:

By:  Date: 10-24-05

PUBLIC UTILITY DISTRICT OF PEND OREILLE COUNTY:

By:  Date: 10/26/05

CITY OF NEWPORT:

By:  Date: 10-28-05

KALISPEL TRIBE OF INDIANS:

By:  Date: 11/08/05