

MEMORANDUM OF AGREEMENT:  
LOCAL WATERSHED PLANNING FOR WRIA 56  
THE HANGMAN (LATAH) CREEK WATERSHED

WHEREAS, the Washington Watershed Management Act, Chapter 90.82 RCW, provides a process to plan and manage the uses of water within the Hangman (Latah) Creek Water Resources Inventory areas (WRIA 56); and

WHEREAS, the water resources planning process described in Chapter 90.82 RCW and this Agreement is not intended to formally determine or resolve any legal dispute about water rights under state or federal law or Indian Treaty. Rather, the process provides an alternative, voluntary process for cooperatively planning and managing the use of Washington's water resources; and

WHEREAS, effective watershed planning cannot take place without full participation, as Initiating Governments, Water Supply Utility, or other entities and stakeholders within the WRIA.

NOW, THEREFORE, the Initiating Governments and Water Supply Utility for WRIA 56 agree as follows:

**1.0 Purpose:** The primary purpose of this agreement is to designate a planning unit and a Lead Agency for purposes of assessing and managing the water resources of the Hangman (Latah) Creek Watershed and to pursue strategies that include the key elements of water quantity, quality, in stream flows and habitat.

**2.0 Initiating Governments and Water Supply Utility:** According to the provisions of Chapter 90.82 RCW, the eligible parties to this Agreement shall be Spokane County, Whitman County, the City of Spokane and the Hangman Hills Water District.

**3.0 Scope:** The Watershed Planning grant for WRIA 56 includes funding for Phase I elements of plan development as provided for in Chapter 90.82 RCW.

3.1 The main focus of Phase I will be determining the information needs for Phase II and developing a work plan for Phase II studies. The general Scope of Work for the program submitted with the grant application and approved by the Department of Ecology is included as Attachment A.

3.2 The intended scope of the work plan developed for Phase II will include water quantity, water quality, in stream flows and habitat. Existing data, studies and plans will be fully reviewed and those providing information consistent with the "best available science" tenets of this study will be used in developing a comprehensive watershed plan.

**4.0 Lead Agency:** Spokane County Conservation District will be the Lead Agency for the purposes of convening the Initiating Governments, Water Supply Utility and other Planning Unit members, administering the Watershed Planning Grant Funds and contracting services. Project budgets and utilization of consultants shall be agreed upon by the Initiating Governments, the

Water Supply Utility and the Planning Unit members per the consensus process described in section 6.1 of this agreement.

**5.0 Planning Unit:** The Planning Unit is a committee formed pursuant to Chapter 90.82 RCW by the Initiating Governments and the Water Supply Utility to recommend water resource management policies for consideration by the counties.

- 5.1 The Planning Unit is composed of authorized representation from the Initiating Governments, the Water Supply Utility and other stakeholders with a wide range of water resource interests. The Planning Unit includes representation of both government and non-government entities. Attachment B is a listing of proposed entities for Planning Unit representation.
- 5.2 The Lead Agency, after consultation with authorized representatives of the Initiating Governments and the Water Supply Utility will develop a list of Planning Unit members that will be submitted to the legislative boards of the Initiating Governments and the Water Supply Utility, or their designee, for approval.
- 5.3 The Planning Unit may adopt rules for operating and decision making as long as they do not conflict with the elements of section 6.0 below.

**6.0 Process:**

6.1 Government and non-governmental participants in the Planning Unit shall conduct decision-making by consensus. Governments are those entities empowered with legislative or regulatory power by state statute. For purposes of this Agreement, consensus means general acceptance of the proposed action. The parties to a consensus agreement will not dispute that specific action in the future.

Government participants shall provide specific written approval of all Watershed Plan elements that would create an obligation on the government entity. "Obligation" means any required action that imposes fiscal impact, a re-deployment of resources or a change of existing policy.

- 6.2 All decisions will be based on best available science. This means all information is collected using methods generally accepted by professionals working in the field of concern and which has had appropriate quality control and assurance practices applied during collection. In addition to being commonly accepted by the scientific community, such information must be agreed upon by all representatives of local, state, and tribal governments.
- 6.3 The Planning Unit shall be the Policy recommendation committee for the watershed plan envisioned in Chapter 90.82 RCW. Non-governmental representation on the Planning Unit will be designated at the discretion of the Initiating Governments and the Water Supply Utility to provide representation of a wide range of water resources interests.
- 6.4 Technical advisory committee(s) and/or focus group(s) may be established by the Planning Unit to provide reports and recommendations on specific issues.

## **7.0 Funding:**

- 7.1 This agreement does not obligate the Initiating Governments or the Water Supply Utility to pay any operating costs for watershed planning in WRIA 56. Any such obligation in the future shall require express written agreement.
- 7.2 Spokane County Conservation District shall be the Lead Agency for application and management of grant funds for this project. Annual budgets allocating the use of watershed planning funds shall be approved by the initiating governments. Grant funds shall be used for staff support and consultant support, including the preparation of technical reports for review by the Planning Unit and/or technical committees and/or focus groups. A Budget proposal for 2000 is included as part of Attachment A.
- 7.3 Participation in the Planning Unit and/or technical committees and/or focus groups by officials and staff shall be contributed time not eligible for reimbursement unless expressly approved by the Initiating Governments and the Water Supply Utility.
- 7.4 The Initiating Governments and the Water Supply Utility recognize the financial burden watershed planning may place on smaller units of government and support their effort to secure outside sources of funding to ensure effective participation by these entities. If approved by the Initiating Governments and the Water Supply Utility, annual budgets for Watershed Planning grant funds may include limited support for government and non-governmental agencies participating in watershed planning.

## **8.0 Duration:**

- 8.1 This Agreement will operate for the duration of the watershed planning period, which will be no longer than four years from the date on which Phase II of the grant program is initiated by the Planning Unit unless extended by the Initiating Governments and the Water Supply Utility.
- 8.2 Any government entity shall have the right to withdraw from the planning process at any time. All parties agree that if any entity withdraws that 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.

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

**10.0 Agreement:** The water resource planning process described in this Agreement is intended to result in cooperative management of water resources in WRIA 56. The parties agree that participation in the development of watershed plans for WRIA 56 shall not abrogate any member's authority or the reserved rights of any Tribe, except where an obligation has been accepted in writing pursuant to section 6.1 of this Agreement.

**11.0 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.

SPOKANE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Roskelley, Chair

WHITMAN COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Les Wigen, Chair

CITY OF SPOKANE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Henry Miggins, City Manager

HANGMAN HILLS WATER DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Bortfeld, Manager

SPOKANE COUNTY CONSERVATION DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gerald Scheele, Chair