

INTERGOVERNMENTAL AGREEMENT

Formation of the Chehalis River Basin Watershed Management Partnership & Designation of Lead Agency

WHEREAS, the environmental, social and economic health of the Upper and Lower Chehalis River Basins, Water Resource Inventory Areas (WRIA) Nos 22 & 23, identified as WAC 173-500-040, hereinafter called the Chehalis River Basin depends upon sound management and stewardship of natural resources; and

WHEREAS, multiple governmental jurisdictions (federal, state, tribal, and local governments) and various, diverse public and private groups share an interest in sound management of the Chehalis River Basin's water resources; and

WHEREAS, issues affecting the management of these resources transcend jurisdictional and ownership boundaries; and

WHEREAS, cooperative and collaborative approaches offer solutions that are less costly, more responsive to local conditions and needs, and garner greater public support; and

WHEREAS, pursuant to Chapter 39.34 RCW and each party's respective authorities, the parties to this Agreement are authorized to jointly exercise the powers, privileges, and authority described herein; and

WHEREAS, Engrossed Substitute House Bill No. 2514 (Laws of 1998) and chapter 90.82 RCW have authorized the allocation of certain funds to a WRIA planning unit for purposes of watershed assessment, planning and management; and

WHEREAS, the governmental entities of the Chehalis River Basin are interested in forming a WRIA planning unit so that they are eligible to apply for and receive funds pursuant to Engrossed Substitute House Bill No. 2514 (Laws of 1998) and chapter 90.82 RCW;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties agree and resolve as follows:

1.0 Parties

The parties to this Agreement shall be (1) all counties within the Chehalis River Basin; (2) all interested cities and towns within the Chehalis River Basin; (3) the water supply utility obtaining the largest quantity of water in each the Upper and Lower Chehalis River Basin; (3) Washington State Department of Ecology and (4) the Confederated Tribes of the Chehalis Indian Reservation and Quinault Indian Nation.

2.0 Purpose

This Agreement shall designate a planning unit and a lead agency for purposes of assessing and managing the water resources of the Chehalis River Basin and to pursue strategies within the Chehalis River Basin which include the key elements of flood reduction, fisheries, recreation, water quality and water quantity and examine their relationship to economic health and sustainability.

3.0 Goals

The parties shall work cooperatively to establish a planning unit to be called the Chehalis River Basin Partnership and to seek participation from interested and affected parties. The Chehalis River Basin Partnership serving in an advisory and informational capacity, shall coordinate efforts focusing on:

- Improvement of water quality
- Management of water resources to provide ample supplies for farms, fish, industry and people (including restoration of healthy runs of salmon and steelhead)
- Reduction of the effects of flooding
- Increase in recreational opportunities
- Increase in watershed awareness through education

The Chehalis River Basin Partnership may also develop a watershed plan consistent with the requirements of chapter 90.82 RCW and Engrossed Substitute House Bill No. 2514 (Laws of 1998).

4.0 Composition of Chehalis River Basin Partnership

4.1 The Chehalis River Basin Partnership and Planning Unit may include, but are not limited to:

- **Counties:** each county in the Chehalis River Basin, appointed by the respective county;

- **Cities:** each interested city and town in the Chehalis River Basin, appointed by the respective jurisdictions;
- **Tribes:** the Confederated Tribes of the Chehalis Indian Reservation and Quinault Indian Nation;
- **Water Supply Utilities:** a representative appointed jointly by the water supply utilities in the Chehalis River Basin;
- **Port Districts:** a representative appointed jointly by the port districts in the Chehalis River Basin;
- **State Departments:** Washington State Departments (Departments), Fish & Wildlife, Natural Resources, Agriculture, and Ecology;
- **Federal Agencies:** Bureau of Indian Affairs, Geological Survey, Bureau of Reclamation, Fish and Wildlife Service, Environmental Protection Agency, National Marine Fisheries Service, Forest Service, Corps of Engineers and Natural Resources Conservation Service;
- **Major Interests:** a minimum of four members representing various major interests in the Chehalis River Basin, appointed jointly by the counties and the tribes. Major interests include but are not limited to timber, agriculture, business, fisheries, recreational, environmental, and industrial water users.
- **Private Citizens:** one private citizen from each of the counties, appointed by the respective counties.

4.2 Technical and citizen advisory committees will be formed, as needed, to formulate options for consideration by the Chehalis River Basin Partnership and reference to various government agencies.

5.0 Chehalis River Basin Partnership Meetings

The Chehalis River Basin Partnership will meet regularly to address water quality, water quantity, flooding, economic development, and fisheries and fish habitat issues. Meetings will be used to share information about developments in the basin and to identify common problems and opportunities.

6.0 Lead Agency

For the purposes of this Agreement, Lewis County shall be designated as Lead Agency. The Lead Agency shall be responsible for and authorized to perform the following tasks:

- 6.1 Negotiate and execute agreements with Washington State Department of Ecology (DOE) for Watershed Planning Grant funds.
- 6.2 Receive and disburse funds from DOE.
- 6.3 Solicit Statements of qualifications, requests for proposals or invitations

for bids, negotiate scope of work, and executes contracts to perform the work for projects performed by or on behalf of the parties pursuant to this agreement.

- 6.4 The Lead Agency shall not obligate any parties to financial responsibility in performing its tasks under this Agreement without approval of the respective governmental entities.
- 6.5 Prepare and maintain proper records for accounting and administration of watershed planning grants.

The Lead Agency shall report regularly to the parties to this Agreement and shall provide them with a full accounting on the receipt and expenditure of funds that may be provided pursuant to this Agreement.

7.0 Staff Support

DOE shall provide staff support to the Chehalis River Basin Partnership.

8.0 Funding

The activities of the Chehalis Basin Partnership as described herein, and as may be further defined by the parties to achieve the stated goals, shall be funded by the following sources:

- 1) Watershed Management Grants made available by DOE; and/or
- 2) Other public and private funds which are intended for watershed planning and implementation

Funds or services from the parties may be required for matching or providing local shares for other funding sources that may become available. Any funds or services required shall be shared by all parties and will be agreed upon in writing in advance.

9.0 Duration

This Agreement shall continue until terminated by the parties as provided in section 11.0.

10.0 Modification

This Agreement may be modified or amended only by written consent of all parties.

11.0 Termination

11.1 An individual party may withdraw from this Agreement upon ten days written notice to the Lead Agency. The Lead Agency may terminate its membership and/or surrender its lead-status upon ten days' written notice to all other signatories to this Agreement. This Agreement will continue to remain in effect so long as two or more parties remain signatories to this Agreement.

11.2 This Agreement may be terminated only by written consent of all signatories to this Agreement.

12.0 Effective Date


This Agreement shall become effective and commence upon execution of the Agreement by all parties.

13.0 Non-Binding Agreement


The water resource planning process described in this Agreement is intended to result in the cooperative management of Chehalis River Basin Water Resources. The parties agree that participation in the Chehalis River Basin Partnership and Planning Unit shall not bind any member's independent decision-making authority or the reserved rights of the tribes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of August 31, 1998.

**BOARD OF COUNTY COMMISSIONERS
Grays Harbor County, Washington**



Chairman



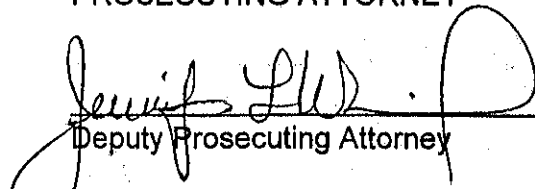
Commissioner



Commissioner

Approved as to form:

H. STEWARD MENEFFEE
PROSECUTING ATTORNEY



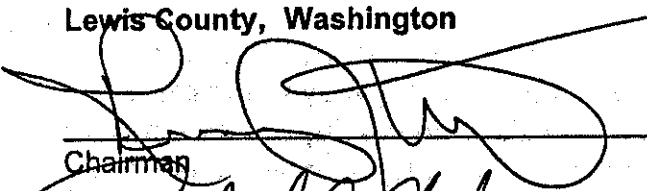

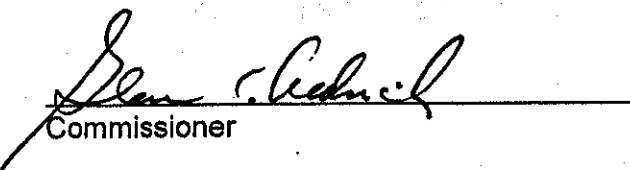
Deputy Prosecuting Attorney

RECEIVED

'98 DEC -2 AIO:13

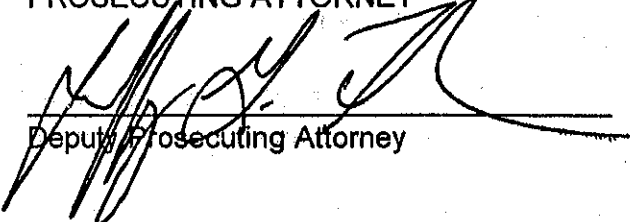
**BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington**

LEWIS COUNTY
S.W. REGIONAL OFFICE


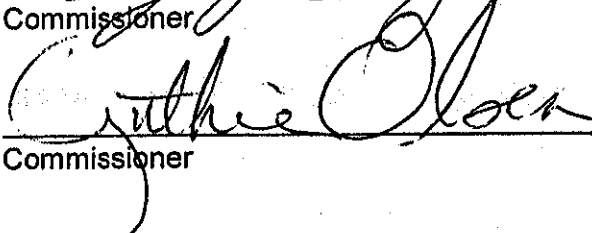

Chairman

Commissioner

Commissioner

Approved as to form:

JEREMY RANDOLPH
PROSECUTING ATTORNEY

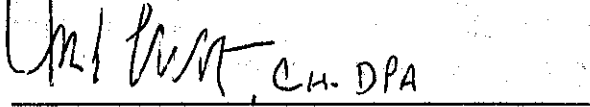

Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
Mason County, Washington**

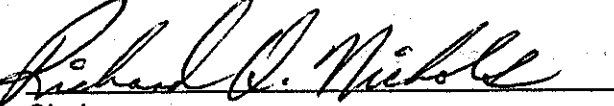
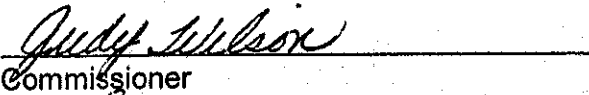
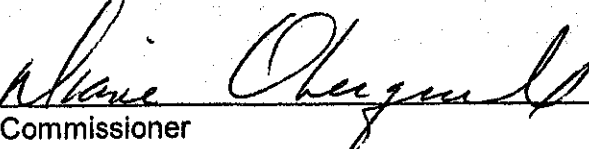
Absent
Chairman

Commissioner

Commissioner

Approved as to form:

GARY P. BURLISON
PROSECUTING ATTORNEY

 C.H. DPA
Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington**


Chairman

Commissioner

Commissioner

Approved as to form:

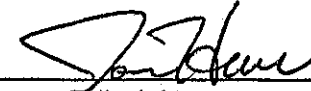
BERNARDEAN BROADOUS
PROSECUTING ATTORNEY


Deputy Prosecuting Attorney

CHEHALIS CONFEDERATED TRIBES


Mel Youckton, Chairman

Approved as to form:

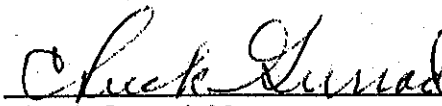

Name, Tribal Attorney
Jon Hare

QUINAULT INDIAN NATION


Pearl Capoeman-Baller, President

Name, Tribal Attorney

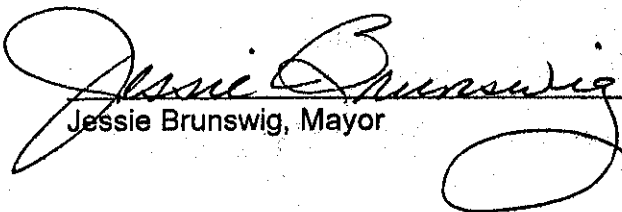
CITY OF ABERDEEN


Chuck Gurrad, Mayor

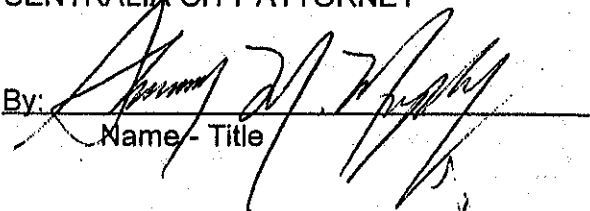
Approved as to Form:
ABERDEEN CITY ATTORNEY


By: _____
Name - Title

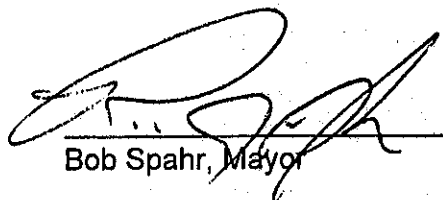
CITY OF CENTRALIA


Jessie Brunswig, Mayor

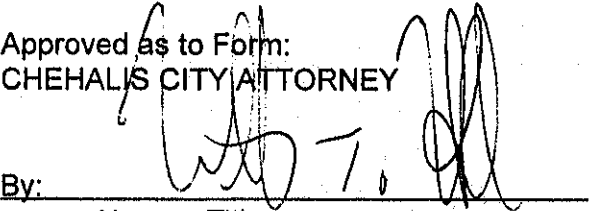
Approved as to Form:
CENTRALIA CITY ATTORNEY


By: _____
Name - Title

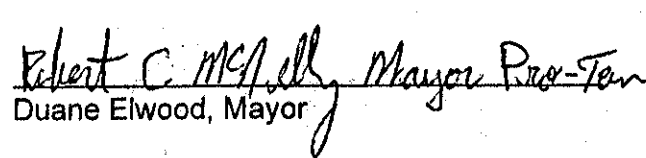
CITY OF CHEHALIS


Bob Spahr, Mayor

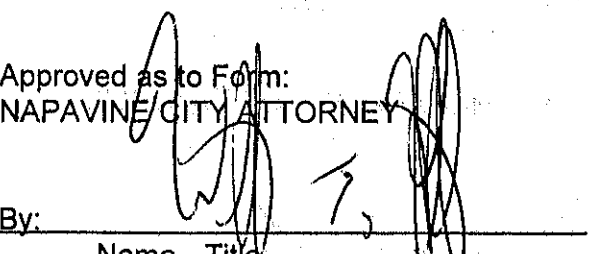
Approved as to Form:
CHEHALIS CITY ATTORNEY


By: _____
Name - Title

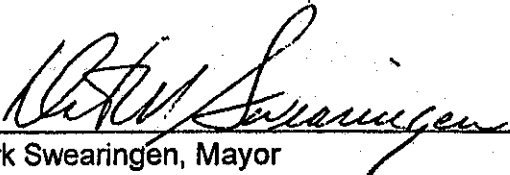
CITY OF NPAVINE


Duane Elwood, Mayor


Approved as to Form:
NPAVINE CITY ATTORNEY


By: _____
Name - Title

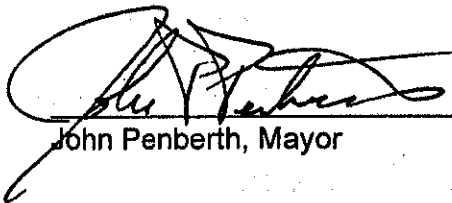
CITY OF OCEAN SHORES


Dirk Swearingen, Mayor

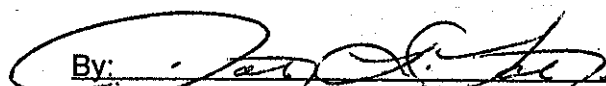
Approved as to Form:
OCEAN SHORES CITY ATTORNEY

By: 
Name - Title
Arthur H. Blauvelt, City Attorney

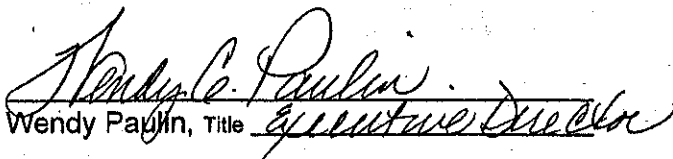
CITY OF PeELL


John Penberth, Mayor

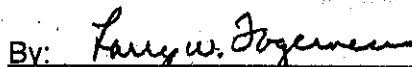
Approved as to Form:
PeELL CITY ATTORNEY

By: 
Name - Title
Robert Schroeder, Attorney


PORT OF CENTRALIA


Wendy Paulin, Title Executive Director


Approved as to Form:
PORT OF CENTRALIA ATTORNEY

By: 
Name - Title
Larry W. Fagerness, Port Attorney


DEPARTMENT OF ECOLOGY


Sue Mann, Regional Director
Name, Title

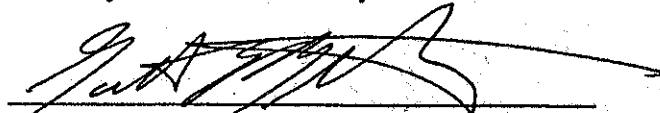
Approved as to Form:
CHRISTINE O. GREGOIRE
ATTORNEY GENERAL


Name, Assistant Attorney General

BOISTFORT VALLEY WATER


Neil Pomeroy, Title PRESIDENT OF THE BOARD
NEIL POMEROY

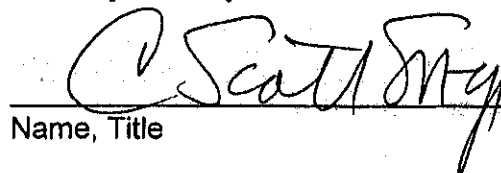
Approved as to Form:
Attorney for Boistfort Valley Water


Name, Title
Scott E. Blinks

GRAYS HARBOR WATER DISTRICT, #2


R.G. Aarhus, Chairman

Approved as to Form:
Attorney for Grays Harbor Water Dist. #2


Name, Title
C. Scott