

## INTERGOVERNMENTAL AGREEMENT

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

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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 \_\_\_\_\_, 1998.**

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form:

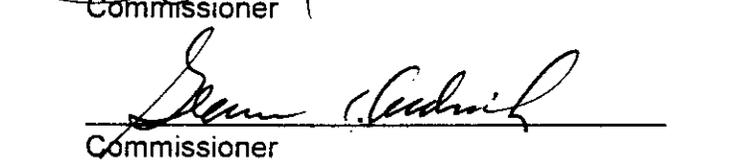
H. STEWARD MENEFEE  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Deputy Prosecuting Attorney

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

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

Approved as to form:

JEREMY RANDOLPH  
PROSECUTING ATTORNEY

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form:

GARY P. BURLESON  
PROSECUTING ATTORNEY

\_\_\_\_\_  
Deputy Prosecuting Attorney

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

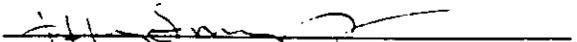
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form:

BERNARDEAN BROADOUS  
PROSECUTING ATTORNEY

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**CHEHALIS CONFEDERATED TRIBES**

Approved as to form:

\_\_\_\_\_  
Mel Youckton, Chairman

\_\_\_\_\_  
Name, Tribal Attorney

**QUINAULT INDIAN NATION**

\_\_\_\_\_  
Pearl Capoeman-Baller, President

\_\_\_\_\_  
Name, Tribal Attorney

**CITY OF ABERDEEN**

Approved as to Form:  
ABERDEEN CITY ATTORNEY

\_\_\_\_\_  
Chuck Gurrad, Mayor

By: \_\_\_\_\_  
Name - Title

**CITY OF CENTRALIA**

Approved as to Form:  
CENTRALIA CITY ATTORNEY

\_\_\_\_\_  
Jessie Brunswig, Mayor

By: \_\_\_\_\_  
Name - Title

**CITY OF CHEHALIS**

Approved as to Form:  
CHEHALIS CITY ATTORNEY

\_\_\_\_\_  
Bob Spahr, Mayor

By: \_\_\_\_\_  
Name - Title

**CITY OF NAPAVINE**

Approved as to Form:  
NAPAVINE CITY ATTORNEY

\_\_\_\_\_  
Duane Elwood, Mayor

By: \_\_\_\_\_  
Name - Title

**CITY OF OCEAN SHORES**

Approved as to Form:  
OCEAN SHORES CITY ATTORNEY

\_\_\_\_\_  
Dirk Swearingen, Mayor

By: \_\_\_\_\_  
Name - Title

**CITY OF PeELL**

Approved as to Form:  
PeELL CITY ATTORNEY

\_\_\_\_\_  
John Penberth, Mayor

By: \_\_\_\_\_  
Name - Title

**PORT OF CENTRALIA**

Approved as to Form:  
PORT OF CENTRALIA ATTORNEY

\_\_\_\_\_  
Wendy Paulin, Title \_\_\_\_\_

By: \_\_\_\_\_  
Name - Title

**DEPARTMENT OF ECOLOGY**

Approved as to Form:  
CHRISTINE O. GREGOIRE  
ATTORNEY GENERAL

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Assistant Attorney General

**BOISTFORT VALLEY WATER**

Approved as to Form:  
Attorney for Boistfort Valley Water

\_\_\_\_\_  
Rich Eitel, Title \_\_\_\_\_

\_\_\_\_\_  
Name, Title

**GRAYS HARBOR WATER DISTRICT, #2**

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

\_\_\_\_\_  
R.G. Aarhus, Chairman

\_\_\_\_\_  
Name, Title

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON

RESOLUTION APPROVING THE INTER- )  
GOVERNMENTAL AGREEMENT FOR THE )  
FORMATION OF THE CHEHALIS RIVER BASIN )  
WATERSHED MANAGMENT PARTNERSHIP ) RESOLUTION NO. 98-436  
AND DESIGNATION OF LEAD AGENCY )  
CHEHALIS BASIN PARTNERSHIP )  
THEREON )

WHEREAS, Lewis County was designated the lead agency for the Chehalis Basin Partnership (CBP), a watershed planning organization, on May 22, 1998 by the initiating governments mandated in Engrossed Substitute House Bill (ESHB) 2514 (Law of 1998); and,

WHEREAS, the Board of Lewis County Commissioners has reviewed, approved and signed an agreement with the Washington State Department of Ecology (Ecology) as the designated lead agency for the CBP watershed management plan. This agreement was executed through the passage of Resolution No. 98-378 on July 20, 1998.

WHEREAS, Lewis County gave notice to the CBP, dated July 24, 1998, that the watershed grant agreement had been signed with the State Department of Ecology, that the grant funds will be deposited in its own operating fund and that none of funds will be utilized until the interlocal agreement between all parties has been exercised.

WHEREAS, Lewis County established operating fund #122 to be a depository for monies received from Ecology and other local, state and federal funds pertaining to watershed planning in the Chehalis River Basin. None of the funds will be utilized until the interlocal agreement between all parties has been exercised. This fund was established through the passage of Resolution No. 98-401 on August 3, 1998.

WHEREAS, the watershed planning grant from Ecology in the amount of \$453,956.00 was deposited with the Lewis County Treasurer on August 13, 1998.

BE IT RESOLVED that the Board of Lewis County Commissioners has reviewed, approved and signed the interlocal agreement forming the Chehalis River Basin Watershed Management Partnership and Designation of Lead Agency.

PASSED in regular session this 24 day of August, 1998.

ATTEST:  
*Kay Anderson*  
County Auditor & Ex-Officio

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON  
*[Signature]*  
Chairman

