

INTERGOVERNMENTAL AGREEMENT

Formation of the Skokomish - Dosewallips Partnership and Designation of Lead Agency for Watershed Planning

WHEREAS, the environmental, social and economic health of the Skokomish/Dosewallips Watershed Resource Inventory Area (WRIA) Number 16 as identified in WAC 173-500-040, hereinafter called the Skokomish - Dosewallips Watershed, 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 Skokomish - Dosewallips Watershed'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 the 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 initiating governments of the Skokomish - Dosewallips Watershed Plan have reached consensus and 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 Mason County; Jefferson County; Grays Harbor County; Mason County PUD 1; the Skokomish Indian Tribe; and the Washington State Department of Ecology.

2.0 Purpose

This Agreement shall designate a lead agency and shall initiate the process for organizing a planning unit for the purposes of assessing the water resources of the Skokomish - Dosewallips Watershed and preparing a plan for the cooperative management of those water resources. In accordance with RCW 90.82.060, the assessment and plan will investigate water quantity elements, water quality elements, habitat elements, and instream flow elements. The plan will identify strategies and actions to implement the goals of the plan. The parties and the Partnership (as defined below) shall also monitor the implementation and effectiveness of the Watershed Plan, should one be prepared, and prepare amendments as desired.

3.0 Goals and Objectives

3.1 The parties share the following goals:

- ensure that an appropriate water quality is maintained or achieved;
- ensure the wise use of the watershed's water resources;
- protect existing water rights and protect instream flows for fish;
- provide for the economic well-being of the watershed's citizenry and communities;
- increase recreational opportunities;
- increase watershed awareness through education;
- examine the relationship of water resources to economic health and sustainability;
- identify water supplies for present and future needs, including reuse, conservation or transfer within the Skokomish - Dosewallips Watershed of water resources ;
- seek certainty that the supplies will be available for those needs in a timely manner;
- ensure that appropriate water-related habitat is available;
- share information about developments in the watershed and identify common problems and opportunities;
- coordinate with other watershed planning groups toward an overall watershed plan for the Hood Canal;
- promote healthy and harvestable runs of salmon;
- coordinate with salmon restoration, protection and enhancement efforts, such as

ESHB 2496;

- provide for the long-term and coordinated management of the water resources; and
- advance the goals, policies and plans of communities that share the watershed.

3.2 Objectives

In order to advance the goals of the parties, the parties share the following objectives:

- begin Phase 1 work with state government, other local governments within the watershed, and affected tribal governments, in developing a planning process, including developing a proposed scope of work and a proposed composition of the Partnership (planning unit);
- through the Partnership, develop a detailed Scope of Work for the development of the Watershed Plan and decide the continuation of the planning process into Phases 2 and 3;
- complete Phase 1 of a watershed plan for the Skokomish - Dosewallips Watershed, including the decision to continue the planning process, prior to December 31, 2000, consistent with the requirements of Chapter 90.82 RCW and Engrossed Substitute House Bill No. 2514 (Laws of 1998);
- if approved by the Partnership, obtain Phase 2 funding for conducting watershed assessments;
- if approved by the Partnership, obtain Phase 3 funding for developing a watershed plan and making recommendations for actions by local, state, and federal agencies, tribes, private property owners, private organizations, and individual citizens, including a recommended list of strategies and projects that would further the purpose of the plan;
- complete the watershed plan and use this agreement for continued monitoring and planning for the watershed.

4.0 Skokomish - Dosewallips Partnership

The parties agree to work cooperatively to establish a planning unit to be called the Skokomish - Dosewallips Partnership (or Partnership) and to seek participation from interested and affected parties. The Skokomish - Dosewallips Partnership will serve as the planning unit authorized under Engrossed Substitute House Bill No. 2514 (Laws of 1998) and Chapter 90.82 RCW. The Partnership will also serve in a continuing advisory and informational capacity. The Partnership shall coordinate efforts focusing on advancing or achieving its goals and responsibilities.

The parties hereby acknowledge the terms and conditions stated within Skokomish Tribal Council Resolution No. 98-76 dated October 14, 1998 for participation by the Skokomish Indian Tribe.

4.1 Composition of Skokomish - Dosewallips Partnership

The Skokomish - Dosewallips Partnership shall include, but is not limited to:

4.1.1 Governmental Members and Tribes

- **Counties:** a representative of each county in the Skokomish - Dosewallips Watershed, appointed by the respective county;
- **Tribes:** a representative from the Skokomish Indian Tribe and a representative from each other tribe/tribal group which have usual and accustomed rights in the Skokomish - Dosewallips Watershed, appointed by the respective tribe/tribal group;
- **Water Supply Utilities:** a representative appointed by Mason County PUD 1;
- **State Departments:** The State of Washington shall be represented during votes by the Department of Ecology, although other Washington State Departments - Fish and Wildlife, Natural Resources, and Agriculture - may be members;

4.1.2 Nongovernmental Members

- **Major Interests:** a minimum of four members representing various major interests in the Skokomish - Dosewallips Watershed, appointed jointly by consensus of the initiating governments. Major interests include but are not limited to timber, agriculture, business, fisheries, port districts, shellfish, flood districts, recreational, and environmental, and industrial water users appointed by consensus of the initiating governments.
- **Private Citizens:** may include one private citizen from each of the counties, appointed by consensus of the initiating governments.

4.1.3 Ex-Officio Members

- **Federal Agencies:** Fish and Wildlife Services, Environmental Protection Agency, National Marine Fisheries Service, Forest Service, and Olympic National Park;
- Hood Canal Coordinating Council; and
- Mason County Conservation District.

4.2 Voting of Skokomish - Dosewallips Partnership

4.2.1 Who has a vote

Except as otherwise provided, each duly appointed representative of a unit of government, tribe, and non-governmental member shall have one vote. Representatives of ex-officio members shall not be entitled to a vote. Approval of any matter by the Partnership shall be by consensus among the members of the planning unit appointed to represent units of government and a majority vote of the nongovernmental members of the planning unit.

4.2.2 Voting Consensus

Interim decisions during the planning process on plan development activities shall be reached by a consensus process. The parties agree that the term "consensus" as used in this agreement means by consensus of quorum present among all the members of the planning unit appointed to represent units of government and tribes and a majority vote of non-governmental members of the planning unit.

4.2.3 Quorum

A quorum of members must be present to conduct official business on behalf of the Partnership. A quorum is 50 percent of the governmental members and 50 percent of the nongovernmental members present.

4.3 Steering Committee

The parties of this agreement shall act as the Steering Committee to implement this agreement, and to assist the Partnership in the performance and completion of its goals. The Steering Committee shall develop the work plan and budget with input from the Partnership, provide input to the lead entity on Partnership staff performance, review contractual or consultant work for quality assurance and performance completion, and develop processes for administrative decision-making for the Partnership.

4.4 Technical and citizen advisory committees

Technical and citizen advisory committees will be formed, as needed, to formulate options for consideration by the Skokomish - Dosewallips Partnership and referral to various government agencies.

4.5 Additional goals and responsibilities of the Partnership

The Partnership may create additional goals and objectives, but those goals will include the goals of the parties stated in section 3.0 above. In addition, the Partnership will develop and agree on any additional procedures to govern the group's activities.

5.0 Skokomish - Dosewallips Partnership Meetings

The Skokomish - Dosewallips Partnership will meet regularly as scheduled by the Partnership or as scheduled by the Steering Committee. Public notice will be provided for the meetings and time will be set aside to receive public comment.

6.0 Lead Agency

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

- 1) Negotiate and execute agreements with Washington State Department of Ecology (DOE) for Watershed Planning Grant Funds;
- 2) Receive and disburse funds from DOE;
- 3) Solicit Statements of Qualifications, requests for proposals or invitations for bids, negotiate scope of work, and execute contracts to perform the work for projects performed by or on behalf of the parties pursuant to this Agreement;
- 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;
- 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. The Lead Agency shall obtain prior concurrence for the overall budget, the scope of work for contracts, and hiring of consultants.

7.0 DOE Obligations

DOE agrees to provide staff support and technical assistance, and to assist in obtaining staff support and technical assistance from other state agencies, to the Skokomish - Dosewallips Partnership.

8.0 Funding

The activities of the parties or Skokomish - Dosewallips Partnership as

described in this Agreement, 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. If the Lead Agency terminates its membership, a new Lead Agency shall be appointed at the next meeting by consensus of quorum present. 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. Effective Date

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

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13.0 Non-Binding Agreement

The water resource planning process described in this Agreement is intended to result in a plan and program for the cooperative management of the water resources of the Skokomish - Dosewallips Watershed. The parties agree that participation in the Skokomish - Dosewallips Watershed Partnership shall not bind any member's independent decision-making authority and/or the Treaty-reserved rights of the tribes.

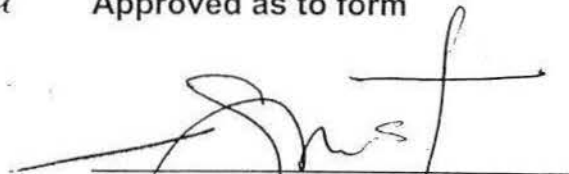
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of February 23, 2000.

SKOKOMISH TRIBAL COUNCIL


Tribal Council Chairman

Approved as to form


Tribal Council Secretary


Skokomish Tribal Attorney

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

Chairman

Approved as to form

Commissioner

Commissioner

Deputy Prosecuting Attorney

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of 2-8-00, ~~1999~~ 2000
by 2-8-00

BOARD OF COUNTY COMMISSIONERS Mason County, Washington

[Signature]
Chairman

2/8/00

Approved as to form

[Signature]
Commissioner

[Signature]
Commissioner

[Signature] CHIEF DPA
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS Jefferson County, Washington

Chairman

Approved as to form

Commissioner

Commissioner

Deputy Prosecuting Attorney

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of _____, 1999.

BOARD OF COUNTY COMMISSIONERS
Mason County, Washington

Chairman

Approved as to form

Commissioner

Commissioner

Deputy Prosecuting Attorney

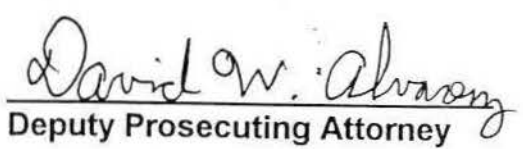
BOARD OF COUNTY COMMISSIONERS
Jefferson County, Washington


Chairman

Approved as to form


Commissioner


Commissioner


Deputy Prosecuting Attorney

2-2-00

BOARD OF COUNTY COMMISSIONERS
Grays Harbor County, Washington

Dick Dixon
Chairman

Approved as to form

Bob Beebe
Commissioner

Quintell B. B.
Commissioner

James D. Baker
Deputy Prosecuting Attorney

SKOKOMISH TRIBAL COUNCIL

Chairman

Commissioner

Commissioner

MASON COUNTY PUBLIC UTILITY DISTRICT 1

Chairman

Commissioner

BOARD OF COUNTY COMMISSIONERS
Grays Harbor County, Washington

Chairman

Commissioner

Commissioner

Approved as to form

Deputy Prosecuting Attorney

SKOKOMISH TRIBAL COUNCIL

Chairman

Commissioner

Commissioner

MASON COUNTY PUBLIC UTILITY DISTRICT 1

Robin B. Biehn
Chairman

Paula B. Biehn
Commissioner

Commissioner

WASHINGTON STATE DEPARTMENT OF ECOLOGY



Secretary *Assistant to the Director*

