

## APPENDICES

### APPENDIX A – SUPPORTING INFORMATION FOR WRIA 59 WATERSHED PLANNING PROCESS

#### APPENDIX A1: BRIEF ANALYSIS OF WRIA 59 PLAN (NOVEMBER 8, 2004)

#### APPENDIX A2: DOCUMENTS SUPPORTING IMPLEMENTATION (2005 & BEYOND)

Interlocal Cooperation Act – Chapter 39.34 RCW.

Memorandum of Agreement (MOA) by and between the Washington Department of Ecology and the WRIA 59 Watershed Management Board and the WRIA 59 Watershed Management Partnership related to Management of Water Resources in the Colville River Watershed (WRIA 59) (3/15/07 Draft #12).

WRIA 59 Colville River Watershed – WRIA 59 Water Resource Management Board By-Laws (Approved 3/15/07 by Planning Team).

Interlocal Agreement forming Water Resource Inventory Area (WRIA) 59 Watershed Management Partnership (Approved 2/1/07 by Planning Team).

WRIA 59 Watershed Management Partnership (WMP) By-Laws (Approved 2/1/07 by Planning Team).

WRIA 59 Colville River Watershed Planning Unit Team – Operating Procedures for Phase 4 Implementation (Approved 6/2/05 by Planning Team)

WRIA 59 Watershed Planning Project – Phase 4 Implementation – Memorandum of Agreement #2005-1 (Effective March 21, 2005)

#### APPENDIX A3: MEMORANDA OF AGREEMENT (2000 THROUGH 2004)

WRIA 59 Watershed Planning Project – Memorandum of Agreement #2003-2 (Effective October 1, 2003).

WRIA 59 Watershed Planning Project – Interim Memorandum of Agreement (Effective July 1 through September 30, 2003).

Memorandum of Agreement, Watershed Planning, Colville River Watershed – WRIA 59, Amendment No. 2 (July 1 2003).

Memorandum of Agreement, Watershed Planning, Colville River Watershed – WRIA 59, Amendment No. 1 (June 30, 2003).

Memorandum of Agreement, Watershed Planning Initiation, Colville River Watershed – WRIA 59 Grant #G0000105 (September 29, 2000).

#### APPENDIX A4: ACKNOWLEDGEMENTS FROM THE 2004 WRIA 59 COLVILLE RIVER WATERSHED PLAN

## APPENDICES (CONTINUED)

### APPENDIX B – FUTURE WATER USE

### APPENDIX C – ONGOING PROJECTS AND ALTERNATIVES FOR FUTURE CONSIDERATION

#### APPENDIX C1: ONGOING PROJECTS

FINAL Instream Flow Scope of Work (June 16, 2006).

FINAL MOU between WDFW, Ecology, Spokane Tribe and WRIA 59 Planning Team for the 2006-2007 WRIA 59 Instream Flow Study (Signed April 2006).

WRIA 59 Instream Flow Roadmap (August 10, 2004).

#### APPENDIX C2: PROJECT ALTERNATIVES FOR FUTURE CONSIDERATION

### APPENDIX D – DEVELOPMENT AND COMMENTS ON MISSION, ISSUES, GOALS, OBJECTIVES, AND ALTERNATIVE SOLUTIONS OF ORIGINAL WRIA 59 WATERSHED PLAN (2004)

### APPENDIX E – COMMENTS AND RESPONSES ON 01/07 DRAFT WRIA 59 WATERSHED PLAN VERSION 2.0

### APPENDIX F – WRIA 59 WATER RESOURCES OF THE GROUND-WATER SYSTEM IN THE UNCONSOLIDATED DEPOSITS OF THE COLVILLE RIVER WATERSHED (USGS, 2003)

### APPENDIX G – WRIA 59 CONCEPTUAL MODEL AND NUMERICAL SIMULATION OF THE GROUND-WATER-FLOW SYSTEM IN THE UNCONSOLIDATED DEPOSITS OF THE COLVILLE RIVER WATERSHED (USGS, 2004)

### APPENDIX H – WRIA 59 MULTI-PURPOSE WATER STORAGE ASSESSMENT REPORT (BROWN AND CALDWELL, 2003)

### APPENDIX I – WRIA 59 WATER QUALITY ASSESSMENT REPORT (GOLDER ASSOCIATES INC., 2004)

**Note:** *Due to the size of the documents, appendices D, F, G, H and I are not printed in this Watershed Plan. Copies are available upon request from:*  
**Stevens County, Watershed Planning Office**  
**Stevens County Courthouse Annex, 215 S. Oak Street, Colville WA 99114**  
**(509) 685-2832**

**APPENDIX A**  
**SUPPORTING INFORMATION FOR WRIA 59**  
**WATERSHED PLANNING PROCESS**

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**APPENDIX A1**  
**BRIEF ANALYSIS OF WRIA 59 PLAN (NOVEMBER 8,**  
**2004)**

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**BRIEF ANALYSIS OF WRIA 59 PLAN  
FOR  
WATER RERSOURCE PLANNING  
AND  
IMPLEMENTATION OF THE PLAN**

*Prepared by Scott Barr for the Nov. 8, 2004 Planning Team Meeting &  
Approved by the Administrative Committee on 10/25/04*

This brief analysis is prepared to remind ourselves what our job was intended to accomplish, as well as show what we've done so far, to help us decide if it is in sufficient form and content, at this time, to justify our approval of forwarding it to the County Commissioners for final adoption

The Legislature passed and the Governor signed HB 2514 to fill an obvious need for better information as to what the true information and conditions are throughout the state in order for water resource management to move forward. It was felt that a process for local involvement would be helpful in establishing true water supply and needs.

After the planning was well underway in several WRIAs, it became obvious that policy directives were needed as to the implementation of the Plans. The Legislature passed and the Governor signed HB 1336 that established what the plan was to be used for and how Implementation was to be done, including the management of that resource.

These measures were codified in the statutes as a new title "90.82 RCW". When referring to this subject that number will refer to this portion of Water Law.

The Planning unit has followed and complied with 90.82 in every respect, to the best of their ability and understanding of the law and was guided by the advice of state agency personnel, consultants and attorneys.

The plan is designed in a manner that identifies what the obvious regulatory and management procedures needs are to meet specific needs of the basin. To meet these needs, the plan identifies certain Obligations that state agencies and local governments must comply with. In this regard, there are many recommendations for action to meet certain needs that are to be considered during a cooperative Water Resource Management process.

During planning work, the Team has constantly kept in mind that long standing state law that gives the Department of Ecology (DOE) powers to regulate and enforce matters that implicate citizens beyond any particular WRIA, and some within the WRIA.

The Planning Team has identified what management objectives are needed to satisfy the needs of all current and future water uses.

A1-1

**THE FOLLOWING LIST IDENTIFIES THE MAJOR COMPONENTS  
OF THE PLAN WITH PAGE REFERENCES TO THE PLAN**

- 1) Provides for setting minimum instream flows of the WRIA by using an agreed upon methodology. State agencies will work in cooperation with members of the Team and other local persons to perform the instream flow studies.
- 2) Prior to starting of DOE's official process of drafting an official instream flow into WAC, a negotiated agreement must be reached on the specific flow level between the Implementation Team, the appropriate local entity and the DOE.
- 3) The Watershed Plan (Plan) requests that all official previous "closures" be taken off of tributaries for which new flow levels are established, to allow for ongoing 'active' management of those water resources.
- 4) A Water Resource Management Process is outlined in the Plan for the purpose of managing the water resource in a manner prescribed, which is based on full cooperation with DOE and other state agencies as well as to follow 90.82 RCW and other applicable statutes, such as in 90.03 RCW.
- 5) The FRAMEWORK established in the Plan for implementing the Plan includes the criteria for the Water Resource Management Process.
- 6) A Water Resource Management Board (Board) will be created for the purpose of managing the water resource in WRIA 59. The Board will be jointly guided by and accountable to the County Legislative Authority and DOE. A Resource Manager, who will be appointed by the County and directly accountable to the Water Resource Management Board, will represent the Team in the Board's activities. The Water Master will be a regular member of the Board and accountable to DOE.
- 7) A Memorandum of Agreement (MOA) will be developed by the Implementation Team and signed by DOE and the County. The cooperatively developed and agreed upon MOA sets in place a Cooperative Management Process. This document must follow the guidelines stated in the Framework in Section 5 of the Plan.
- 8) The Memorandum of Agreement (MOA) between the DOE and Stevens County must be taken up, as the first order of business, by the Implementation Team, when they start drafting the Implementation Plan.
- 9) All Water Rights are to be adjudicated at the earliest possible time in accordance with state statutes.
- 10) A DOE Water Master is to be assigned to WRIA 59 and shared with other WRIAs in N.E. Wash, as needed and funded.

A1-2

- 11) This Plan recommends that all water rights are to be adjudicated at the earliest possible time in accordance with state statutes.
- 12) This Plan recommends for a Water Master to be assigned to WRIA 59 Watershed and shared with other Northeastern Washington WRIAs, as needed and funded.

A1-3

**APPENDIX A2**

**DOCUMENTS SUPPORTING IMPLEMENTATION (2005  
AND BEYOND)**

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Interlocal Cooperation Act – Chapter 39.34 RCW.

Memorandum of Agreement (MOA) by and between the Washington Department of Ecology and the WRIA 59 Watershed Management Board and the WRIA 59 Watershed Management Partnership related to Management of Water Resources in the Colville River Watershed (WRIA 59) (3/15/07 Draft #12).

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WRIA 59 Watershed Planning Project – Phase 4 Implementation – Memorandum of Agreement #2005-1 (Effective March 21, 2005).



## Chapter 39.34 RCW Interlocal cooperation act

### Chapter Listing

#### RCW Sections

- [39.34.010](#) Declaration of purpose.
- [39.34.020](#) Definitions.
- [39.34.030](#) Joint powers -- Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies -- Financing of joint projects.
- [39.34.040](#) Agreements to be filed -- Status of interstate agreements -- Real party in interest -- Actions.
- [39.34.050](#) Duty to submit agreement to jurisdictional state officer or agency.
- [39.34.055](#) Public purchase agreements with public benefit nonprofit corporations.
- [39.34.060](#) Participating agencies may appropriate funds and provide personnel, property, and services.
- [39.34.070](#) Authority of joint boards to receive loans or grants.
- [39.34.080](#) Contracts to perform governmental activities which each contracting agency is authorized to perform.
- [39.34.085](#) Agreements for operation of bus services.
- [39.34.090](#) Agencies' contracting authority regarding electricity, utilities' powers, preserved.
- [39.34.100](#) Powers conferred by chapter are supplemental.
- [39.34.110](#) Powers otherwise prohibited by Constitutions or federal laws.
- [39.34.130](#) Transactions between state agencies -- Charging of costs -- Regulation by director of financial management.
- [39.34.140](#) Transactions between state agencies -- Procedures for payments through transfers upon accounts.
- [39.34.150](#) Transactions between state agencies -- Advancements.
- [39.34.160](#) Transactions between state agencies -- Time limitation for expenditure of advance -- Unexpended balance.
- [39.34.170](#) Transactions between state agencies -- Powers and authority cumulative.
- [39.34.180](#) Criminal justice responsibilities -- Interlocal agreements -- Termination.
- [39.34.190](#) Watershed management plan projects -- Use of water-related revenues.
- [39.34.200](#) Watershed management partnerships -- Formation.
- [39.34.210](#) Watershed management partnerships -- Indebtedness -- Bonds.
- [39.34.220](#) Watershed management plans -- Additional authority for implementation -- Existing agreements not affected.
- [39.34.900](#) Short title.
- [39.34.910](#) Severability -- 1967 c 239.
- [39.34.920](#) Effective date -- 1967 c 239.

#### Notes:

Hydroelectric resources, creation of separate legal authority by irrigation districts and cities, towns, or public utility districts: RCW 87.03.828.

Irrigation districts, creation of legal authority to carry out powers: RCW 87.03.018.

School district associations, right to mortgage or convey money security interest in association property -- Limitations: RCW 28A.335.100.

School districts agreements with other governmental entities for transportation of students, the public or other noncommon school purposes -- Limitations: RCW 28A.160.120.

A2-1

## 39.34.010

## Declaration of purpose.

It is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

[1967 c 239 § 1.]

**Notes:**

Joint operations by municipal corporations and political subdivisions, deposit and control of funds: RCW 43.09.285.

## 39.34.020

## Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

(2) "State" means a state of the United States.

(3) "Watershed management partnership" means an interlocal cooperation agreement formed under the authority of RCW 39.34.200.

(4) "WRIA" has the definition in RCW 90.82.020.

[2003 c 327 § 3; 1985 c 33 § 1; 1979 c 36 § 1; 1977 ex.s. c 283 § 13; 1975 1st ex.s. c 115 § 1; 1973 c 34 § 1; 1971 c 33 § 1; 1969 c 88 § 1; 1969 c 40 § 1; 1967 c 239 § 3.]

**Notes:**

**Finding -- Intent -- 2003 c 327:** See note following RCW 39.34.190.

**Severability -- 1977 ex.s. c 283:** See note following RCW 28A.310.010.

## 39.34.030

## Joint powers — Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies — Financing of joint projects.

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter: PROVIDED, That any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating

A2-2

public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03 or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter 25.04 RCW whose partners are limited solely to participating public agencies and the funds of any such corporation or partnership shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination;

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall, in addition to items (a), (c), (d), (e) and (f) enumerated in subdivision (3) hereof, contain the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented;

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of . . . . . joint board".

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made hereunder, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6) Financing of joint projects by agreement shall be as provided by law.

[2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

**Notes:**

**Intent -- 1992 c 161:** See note following RCW 70.44.450.

**Purpose -- Statutory references -- Severability -- 1990 c 33:** See RCW 28A.900.100 through 28A.900.102.

**Severability -- 1981 c 308:** See note following RCW 28A.320.080.

Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW 43.09.285.

A2-3

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**39.34.040**

Agreements to be filed — Status of interstate agreements — Real party in interest — Actions.

Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor. In the event that an agreement entered into pursuant to this chapter is between or among one or more public agencies of this state and one or more public agencies of another state or of the United States the agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state.

[1995 c 22 § 1; 1992 c 161 § 5; 1967 c 239 § 5.]

**Notes:**

**Intent -- 1992 c 161:** See note following RCW 70.44.450.

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**39.34.050**

Duty to submit agreement to jurisdictional state officer or agency.

In the event that an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control. The agreement shall be approved or disapproved by the state officer or agency with regard to matters within his, her, or its jurisdiction within ninety days after receipt of the agreement. If a state officer or agency fails to act within the ninety-day time limit, the agreement shall be deemed approved by that state officer or agency.

[1992 c 161 § 6; 1967 c 239 § 6.]

**Notes:**

**Intent -- 1992 c 161:** See note following RCW 70.44.450.

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**39.34.055**

Public purchase agreements with public benefit nonprofit corporations.

The office of state procurement within the department of general administration may enter into an agreement with a public benefit nonprofit corporation to allow the public benefit nonprofit corporation to participate in state contracts for purchases administered by the office of state procurement. Such agreement must comply with the requirements of RCW [39.34.030](#) through [39.34.050](#). For the purposes of this section "public benefit nonprofit corporation" means a public benefit nonprofit corporation as defined in RCW 24.03.005 that is receiving local, state, or federal funds either directly or through a public agency other than an Indian tribe or a political subdivision of another state.

[1994 c 98 § 1.]

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**39.34.060**

Participating agencies may appropriate funds and provide personnel, property, and services.

A2-4

Any public agency entering into an agreement pursuant to this chapter may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking.

[1992 c 161 § 7; 1967 c 239 § 7.]

**Notes:**

**Intent -- 1992 c 161:** See note following RCW 70.44.450.

39.34.070

Authority of joint boards to receive loans or grants.

Any joint board created pursuant to the provisions of this chapter is hereby authorized to accept loans or grants of federal, state or private funds in order to accomplish the purposes of this chapter provided each of the participating public agencies is authorized by law to receive such funds.

[1967 c 239 § 8.]

39.34.080

Contracts to perform governmental activities which each contracting agency is authorized to perform.

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

[1967 c 239 § 9.]

39.34.085

Agreements for operation of bus services.

In addition to the other powers granted by chapter 39.34 RCW, one or more cities or towns or a county, or any combination thereof, may enter into agreements with each other or with a public transportation agency of a contiguous state, or contiguous Canadian province, to allow a city or such other transportation agency to operate bus service for the transportation of the general public within the territorial boundaries of such city and/or county or to allow such city and/or county to operate such bus service within the jurisdiction of such other public agency when no such existing bus certificate of public convenience and necessity has been authorized by the Washington utilities and transportation commission: PROVIDED, HOWEVER, That such transportation may extend beyond the territorial boundaries of either party to the agreement if the agreement so provides, and if such service is not in conflict with existing bus service authorized by the Washington utilities and transportation commission. The provisions of this section shall be cumulative and nonexclusive and shall not affect any other right granted by this chapter or any other provision of law.

[1977 c 46 § 1; 1969 ex.s. c 139 § 1.]

A2-5

## 39.34.090

Agencies' contracting authority regarding electricity, utilities' powers, preserved.

Nothing in this chapter shall be construed to increase or decrease existing authority of any public agency of this state to enter into agreements or contracts with any other public agency of this state or of any other state or the United States with regard to the generation, transmission, or distribution of electricity or the existing powers of any private or public utilities.

[1967 c 239 § 10.]

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## 39.34.100

Powers conferred by chapter are supplemental.

The powers and authority conferred by this chapter shall be construed as in addition and supplemental to powers or authority conferred by any other law, and nothing contained herein shall be construed as limiting any other powers or authority of any public agency.

[1967 c 239 § 11.]

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## 39.34.110

Powers otherwise prohibited by Constitutions or federal laws.

No power, privilege, or other authority shall be exercised under this chapter where prohibited by the state Constitution or the Constitution or laws of the federal government.

[1967 c 239 § 12.]

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## 39.34.130

Transactions between state agencies --- Charging of costs --- Regulation by director of financial management.

Except as otherwise provided by law, the full costs of a state agency incurred in providing services or furnishing materials to or for another agency under chapter 39.34 RCW or any other statute shall be charged to the agency contracting for such services or materials and shall be repaid and credited to the fund or appropriation against which the expenditure originally was charged. Amounts representing a return of expenditures from an appropriation shall be considered as returned loans of services or of goods, supplies or other materials furnished, and may be expended as part of the original appropriation to which they belong without further or additional appropriation. Such interagency transactions shall be subject to regulation by the director of financial management, including but not limited to provisions for the determination of costs, prevention of interagency contract costs beyond those which are fully reimbursable, disclosure of reimbursements in the governor's budget and such other requirements and restrictions as will promote more economical and efficient operations of state agencies.

Except as otherwise provided by law, this section shall not apply to the furnishing of materials or services by one agency to another when other funds have been provided specifically for that purpose pursuant to law.

[1979 c 151 § 45; 1969 ex.s. c 61 § 1.]

**Notes:**

A2-6

Duty to submit agreement of jurisdictional state officer or agency: RCW [39.34.050](#).

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#### 39.34.140

Transactions between state agencies — Procedures for payments through transfers upon accounts.

The director of financial management may establish procedures whereby some or all payments between state agencies may be made by transfers upon the accounts of the state treasurer in lieu of making such payments by warrant or check. Such procedures, when established, shall include provision for corresponding entries to be made in the accounts of the affected agencies.

[1979 c 151 § 46; 1969 ex.s. c 61 § 2.]

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#### 39.34.150

Transactions between state agencies — Advancements.

State agencies are authorized to advance funds to defray charges for materials to be furnished or services to be rendered by other state agencies. Such advances shall be made only upon the approval of the director of financial management, or his order made pursuant to an appropriate regulation requiring advances in certain cases. An advance shall be made from the fund or appropriation available for the procuring of such services or materials, to the state agency which is to perform the services or furnish the materials, in an amount no greater than the estimated charges therefor.

[1979 c 151 § 47; 1969 ex.s. c 61 § 3.]

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#### 39.34.160

Transactions between state agencies — Time limitation for expenditure of advance — Unexpended balance.

An advance made under RCW [39.34.130](#) through [39.34.150](#) from appropriated funds shall be available for expenditure for no longer than the period of the appropriation from which it was made. When the actual costs of materials and services have been finally determined, and in no event later than the lapsing of the appropriation, any unexpended balance of the advance shall be returned to the agency for credit to the fund or account from which it was made.

[1969 ex.s. c 61 § 4.]

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#### 39.34.170

Transactions between state agencies — Powers and authority cumulative.

The powers and authority conferred by RCW [39.34.130](#) through [39.34.160](#) shall be construed as in addition and supplemental to powers or authority conferred by any other law, and not to limit any other powers or authority of any public agency expressly granted by any other statute.

[1969 ex.s. c 61 § 5.]

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A2-7

## 39.34.180

## Criminal justice responsibilities — Interlocal agreements — Termination.

(1) Each county, city, and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance, and must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements under this chapter to provide these services. Nothing in this section is intended to alter the statutory responsibilities of each county for the prosecution, adjudication, sentencing, and incarceration for not more than one year of felony offenders, nor shall this section apply to any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

(2) The following principles must be followed in negotiating interlocal agreements or contracts: Cities and counties must consider (a) anticipated costs of services; and (b) anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes.

(3) If an agreement as to the levels of compensation within an interlocal agreement or contract for gross misdemeanor and misdemeanor services cannot be reached between a city and county, then either party may invoke binding arbitration on the compensation issued by notice to the other party. In the case of establishing initial compensation, the notice shall request arbitration within thirty days. In the case of nonrenewal of an existing contract or interlocal agreement, the notice must be given one hundred twenty days prior to the expiration of the existing contract or agreement and the existing contract or agreement remains in effect until a new agreement is reached or until an arbitration award on the matter of fees is made. The city and county each select one arbitrator, and the initial two arbitrators pick a third arbitrator.

(4) A city or county that wishes to terminate an agreement for the provision of court services must provide written notice of the intent to terminate the agreement in accordance with RCW 3.50.810 and 35.20.010.

(5) For cities or towns that have not adopted, in whole or in part, criminal code or ordinance provisions related to misdemeanor and gross misdemeanor crimes as defined by state law, this section shall have no application until July 1, 1998.

[2001 c 68 § 4; 1996 c 308 § 1.]

**Notes:**

**Effective date – 1996 c 308:** "This act shall take effect January 1, 1997." [1996 c 308 § 2.]

## 39.34.190

## Watershed management plan projects — Use of water-related revenues.

(1) The legislative authority of a city or county and the governing body of any special purpose district enumerated in subsection (2) of this section may authorize up to ten percent of its water-related revenues to be expended in the implementation of watershed management plan projects or activities that are in addition to the county's, city's, or district's existing water-related services or activities. Such limitation on expenditures shall not apply to additional revenues for watershed plan implementation that are authorized by voter approval under \*section 5 of this act or to water-related revenues of a public utility district organized according to Title 54 RCW. Water-related revenues include rates, charges, and fees for the provision of services relating to water supply, treatment, distribution, and management generally, and those general revenues of the local government that are expended for water management purposes. A local government may not expend for this purpose any revenues that were authorized by voter approval for other specified purposes or that are specifically dedicated to the repayment of municipal bonds or other debt instruments.

(2) The following special purpose districts may exercise the authority provided by this section:

(a) Water districts, sewer districts, and water-sewer districts organized under Title 57 RCW;

(b) Public utility districts organized under Title 54 RCW;

A2-8



- (c) Irrigation, reclamation, conservation, and similar districts organized under Titles 87 and 89 RCW;
- (d) Port districts organized under Title 53 RCW;
- (e) Diking, drainage, and similar districts organized under Title 85 RCW;
- (f) Flood control and similar districts organized under Title 86 RCW;
- (g) Lake management districts organized under chapter 36.61 RCW;
- (h) Aquifer protection areas organized under chapter 36.36 RCW; and
- (i) Shellfish protection districts organized under chapter 90.72 RCW.

(3) The authority for expenditure of local government revenues provided by this section shall be applicable broadly to the implementation of watershed management plans addressing water supply, water transmission, water quality treatment or protection, or any other water-related purposes. Such plans include but are not limited to plans developed under the following authorities:

- (a) Watershed plans developed under chapter 90.82 RCW;
  - (b) Salmon recovery plans developed under chapter 77.85 RCW;
  - (c) Watershed management elements of comprehensive land use plans developed under the growth management act, chapter 36.70A RCW;
  - (d) Watershed management elements of shoreline master programs developed under the shoreline management act, chapter 90.58 RCW;
  - (e) Nonpoint pollution action plans developed under the Puget Sound water quality management planning authorities of chapter 90.71 RCW and chapter 400-12 WAC;
  - (f) Other comprehensive management plans addressing watershed health at a WRIA level or sub-WRIA basin drainage level;
  - (g) Coordinated water system plans under chapter 70.116 RCW and similar regional plans for water supply; and
  - (h) Any combination of the foregoing plans in an integrated watershed management plan.
- (4) The authority provided by this section to expend revenues for watershed management plan implementation shall be construed broadly to include, but not be limited to:
- (a) The coordination and oversight of plan implementation, including funding a watershed management partnership for this purpose;
  - (b) Technical support, monitoring, and data collection and analysis;
  - (c) The design, development, construction, and operation of projects included in the plan; and
  - (d) Conducting activities and programs included as elements in the plan.

[2003 c 327 § 2.]

**Notes:**

**\*Reviser's note:** Section 5 of this act was vetoed by the governor.

**Finding -- Intent -- 2003 c 327:** "The legislature finds that throughout Washington state there are many active efforts to protect, manage, and restore watersheds. The state's river systems provide a variety of benefits for society's many needs, so efforts to protect these watersheds should reflect the diversity of social, environmental, and economic factors that make the state unique.

Yet, there is a conflict between the natural flow of river systems and the way watersheds are governed. From a hydrological standpoint, a watershed is a single, integrated system. But these systems usually flow through a number of cities, counties, and other municipalities as they move from their source to the sea. As a result, many are subject to

A2-9

the full range of management interests, including multiple government entities with jurisdiction over water. In many cases, the political boundaries of government do not align with the hydrological boundaries of watersheds and may actually hinder the implementation of coordinated, cooperative plans. Cooperative watershed management actions by local governments, special districts, and utilities can help maintain healthy watershed function and support the beneficial use of water by these entities and protect the quality of the resource that they use or affect. By participating in cooperative watershed management actions, local governments, special districts, and utilities are acting in the public interest and in a manner that is intended to sustain maximum beneficial use and high quality of water over time and to maintain the services that these entities provide.

Therefore, it is the intent of this act to remove statutory barriers that may prevent local governments from working together in the creation and implementation of cooperative, coordinated watershed plans. In addition, it is the further intent of this act to provide additional authorities to assist in such implementation." [2003 c 327 § 1.]

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#### 39.34.200

##### Watershed management partnerships — Formation.

Any two or more public agencies may enter into agreements with one another to form a watershed management partnership for the purpose of implementing any portion or all elements of a watershed management plan, including the coordination and oversight of plan implementation. The plan may be any plan or plan element described in RCW 39.34.190(3). The watershed partnership agreement shall include the provisions required of all interlocal agreements under RCW 39.34.030(3). The agreement shall be filed pursuant to RCW 39.34.040 with the county auditor of each county lying within the geographical watershed area to be addressed by the partnership. The public agencies forming the partnership shall designate a treasurer for the deposit, accounting, and handling of the funds of the partnership. The treasurer shall be either a county treasurer or a city treasurer of a county or city participating in the agreement to form the partnership.

[2003 c 327 § 4.]

##### Notes:

**Finding -- Intent -- 2003 c 327:** See note following RCW 39.34.190.

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#### 39.34.210

##### Watershed management partnerships — Indebtedness — Bonds.

Where a watershed management partnership formed under the authority of RCW 39.34.200 establishes a separate legal entity to conduct the cooperating undertaking of the partnership, such legal entity is authorized for the purpose of carrying out such undertaking to contract indebtedness and to issue and sell general obligation bonds pursuant to and in the manner provided for general county bonds in chapters 36.67 and 39.46 RCW and other applicable statutes, and to issue revenue bonds pursuant to and in the manner provided for revenue bonds in chapter 36.67 RCW and other applicable statutes. The joint board established by the partnership agreement shall perform the functions referenced in chapter 36.67 RCW to be performed by the county legislative authority in the case of county bonds.

[2003 c 327 § 6.]

##### Notes:

**Finding -- Intent -- 2003 c 327:** See note following RCW 39.34.190.

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#### 39.34.220

##### Watershed management plans — Additional authority for implementation — Existing agreements not affected.

The amendments by chapter 327, Laws of 2003 to the interlocal cooperation act authorities are intended to provide additional authority to public agencies for the purposes of implementing watershed management plans, and do not affect

A2-10

any agreements among public agencies existing on July 27, 2003.

[2003 c 327 § 7.]

**Notes:**

**Finding -- Intent -- 2003 c 327:** See note following RCW 39.34.190.

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39.34.900  
Short title.

This chapter may be cited as the "Interlocal Cooperation Act."

[1967 c 239 § 2.]

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39.34.910  
Severability --- 1967 c 239.

If any provision of this chapter, or its application to any person or circumstance is held invalid, the remainder of the chapter, or the application of the provision to other persons or circumstances is not affected.

[1967 c 239 § 14.]

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39.34.920  
Effective date --- 1967 c 239.

The effective date of this chapter is July 1, 1967.

[1967 c 239 § 15.]

A2-11

**3/15/07 Draft #12**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE  
WASHINGTON DEPARTMENT OF ECOLOGY  
AND THE  
WRIA 59 WATERSHED MANAGEMENT BOARD  
AND THE  
WRIA 59 WATERSHED MANAGEMENT PARTNERSHIP**

**RELATED TO:**

**MANAGEMENT OF WATER RESOURCES IN THE  
COLVILLE RIVER WATERSHED  
WATER RESOURCE INVENTORY AREA (WRIA 59)**

**INTENT**

The intent of this Memorandum of Agreement (Agreement) is to outline a process for cooperative decision-making on WRIA 59 Water Resource Management matters that complies with the applicable state statutes, in regard to collaboration between local interests, entities, and state agencies.

**BACKGROUND**

In 1971, the Legislature authorized water resource planning in a general way by passing RCW 90.54. In recent times, the Legislature realized something more was necessary to accomplish a more comprehensive water resource management process.

In 1998, the Watershed Planning Act - RCW 90.82 was passed to provide a collaborative process for local development of watershed plans for the managing water resources within a watershed. Within RCW 90.82, the Legislature stated that 'local development of watershed plans for managing resources and for protecting existing water rights is vital to both state and local interests. By including local citizens and interest groups in the development of watershed plans, who live and work in the watershed, and who have the greatest stake in the proper long-term management of the resources, the development of such plans serves the state's vital interests by ensuring that the state's water resources are used wisely.'

From 1999 - 2007, WRIA 59 citizens and interest groups, along with local, state, and federal governments and the Spokane Indian Tribe worked cooperatively together to develop and complete the required documents under RCW 90.82, which provides the basis for this Agreement. Those documents include the WRIA 59 Watershed Plan and WRIA 59 Watershed - Detailed Implementation Plan.

In 2007, a WRIA 59 Watershed Management Partnership (WMP) was formed in accordance with RCW 39.34.200, in conjunction with a WRIA 59 Watershed Management Board (Board). The WMP and Board structure is the organizational framework developed and outlined in the WRIA 59 Watershed Plan and Detailed Implementation Plan to carry forth long-term implementation of those plans. The WMP, made up of local governments, will provide the legal mechanism to apply for and administer the funding for the ongoing long-term administration of the WRIA 59 water resource management activities, as outlined in both plans. The Board is the local group of people, including local, state and federal governments and tribes, which will provide the ongoing long-term general oversight and implementation of both plans.

Washington Water Resource statutes, Washington Administrative Codes (WAC), and case law over many years have resulted in a very complicated situation in regards to management of water resources. Therefore, this Agreement was developed to provide direction as to how Ecology, local citizens, and the governments closest to them will work cooperatively to make decisions on water resource matters within the WRIA 59 Colville River Watershed.

### **PURPOSE & SCOPE**

This Agreement documents the commitment of the WRIA 59 Watershed Management Board (Board) and Watershed Management Partnership (WMP), and the Washington Department of Ecology to work cooperatively as described in RCW 90.82.040, 90.82.120, 90.54.005, 90.54.010, 90.54.060, and others to implement the current approved WRIA 59 Watershed Plan and WRIA 59 Detailed Implementation Plan (DIP). Public records show that the WRIA 59 Watershed Planning process was one of the most intense and well-attended public planning processes ever undertaken in Stevens County, which included over 24,600 volunteer hours and 560 public meetings. The involvement of the general public was significant and continuous throughout the process. **Therefore, as a result of this process, the WRIA 59 Watershed Plan and WRIA 59 Detailed Implementation Plan are considered the best determination of the “Public Interest” to date on the matter of water resources in the WRIA 59 Watershed.**

This Agreement documents the basis and process to work toward a new cooperative relationship on WRIA 59 water resource management activities, to protect the citizen’s customs, culture, and economic stability, while protecting and using the water resources. The three parties to this Agreement will work collaboratively, in good faith, to address water resource issues, including, but not limited to, the issues detailed in this Agreement.

### **BASIS IN LAW**

#### **1. RCW 90.54.005 – Findings – Objectives – 2002 C 329**

The legislature recognizes the critical importance of providing and securing sufficient water to meet the needs of people, farms, and fish. The legislature finds

that an effective way to meet the water needs of people, farms, and fish is through strategies developed and implemented at the local watershed level. The objectives of these strategies are to supply water in sufficient quantities to satisfy the following three water resource objectives:

- a) Providing sufficient water for residential, commercial, and industrial needs;
- b) Providing sufficient water for productive fish populations; and
- c) Providing sufficient water for productive agriculture.

The legislature affirms its intent to provide continued support for watershed strategies and provides the tools in chapters 329, Laws of 2002 to assist local watersheds in meeting these objectives.

**2. RCW 90.54.010 – Purpose:**

The legislature finds that:

- a) Diverse hydrologic, climatic, cultural, and socioeconomic conditions exist throughout the regions of the state. Water resource issues vary significantly across regions. Comprehensive water resource planning is best accomplished through a regional planning process sensitive to the unique characteristics and issues of each region.
- b) Comprehensive water resource planning must provide interested parties adequate opportunity to participate. Water resource issues are best addressed through cooperation and coordination among the state, Indian tribes, local governments, and interested parties.

**3. RCW 90.82.005 – Purpose:**

The purpose of this chapter is to develop a more thorough and cooperative method of determining what the current water resource situation is in each water resource inventory area of the state and to provide local citizens with the maximum possible input concerning their goals and objectives for water resource management and development.

It is necessary for the legislature to establish processes and policies that will result in providing state agencies with more specific guidance to manage the water resources of the state consistent with current law and direction provided by local entities and citizens through the process established in accordance with this chapter.

**4. RCW 90.82.010 – Finding:**

The legislature finds that the local development of watershed plans for managing water resources and for protecting existing water rights is vital to both state and local interests. The local development of these plans serves vital local interests by placing it in the hands of people: Who have the greatest knowledge of both the resources and the aspirations of those who live and work in the watershed; and who

have the greatest stake in the proper, long-term management of the resources. The development of such plans serves the state's vital interests by ensuring that the state's water resources are used wisely, by protecting existing water rights, by protecting instream flows for fish, and by providing for the economic well-being of the state's citizenry and communities. Therefore, the legislature believes it necessary for units of local government throughout the state to engage in the orderly development of these watershed plans.

**5. RCW 90.82.040 – WRIA Planning Units – Watershed Planning Grants – Eligibility criteria – Administrative costs:**

**Notes:**

**Findings – 2003 1<sup>st</sup> sp.s. c 4:** “The legislature declares and reaffirms that a core principle embodied in chapter 90.82 RCW is that state agencies must work cooperatively with local citizens in a process of planning for future uses of water by giving local citizens and the governments closest to them the ability to determine the management of water in the WRIA or WRIs being planned.

The legislature further finds that this process of local planning must have all the tools necessary to accomplish this task and that it is essential for the legislature to provide a clear statutory process for implementation so that the locally developed plan will be the adopted and implemented plan to the greatest extent possible.” [2003 1<sup>st</sup> sp.s. c 4 § 1.]

**6. RCW 90.82.120 – Plan parameters:**

Watershed planning developed and approved under this chapter shall not change existing local ordinances or existing state rules or permits, but may contain recommendations for changing such ordinances or rules.

**AGREEMENT**

**The parties to this Agreement hereby agree to the following specific actions:**

- 1. DEPARTMENT OF ECOLOGY:** The Department of Ecology will work collaboratively with the WRIA 59 Board and WMP through their respective Executive Committees **on the water resource management activities that affect the WRIA 59 Colville River Watershed.** The collaboration will occur with an acknowledgement of Ecology's authorities and responsibilities as defined by law.

To ensure a collaborative process occurs, Ecology will do the following prior to making a final decision:

- a) Ecology will place the WRIA 59 Board chair, WMP chair, and/or designees on the listserv (Ecology-WAC-Track@listserv.wa.gov) for notification of preproposals, proposals, adoptions, rule-making hearings, scoping documents,

policy and interpretive statements, WAC text updates, semiannual rule agenda updates, and other rule-related information.

- b) Ecology will place the WRIA 59 Board chair, WMP chair, and/or designees on the listserv for the following:
  - (1) Water Resources Advisory Committee (WRAC), and
  - (2) Interested Parties list for the Water Quality Partnership.
- c) Ecology will provide a notification list of draft Shorelines program policies when possible impact to the watershed is likely.
- d) Ecology will provide quarterly notification of Environmental Assessment Program (EAP) activity in WRIA 59.
- e) Ecology will notify the WRIA 59 Board chair, WMP chair, and/or designees of upcoming Total Maximum Daily Load (TMDL) activities in the watershed and solicit their participation.
- f) Ecology will notify the WRIA 59 Board chair, WMP chair, and/or designees of new water right applications and change/transfer applications as they are received by Ecology. The agency will also provide hard copies of draft Records of Examinations (ROE's) for applications in the basin and allow for a 30-day comment period prior to making a final decision.
- g) Ecology's Water Resource Program will:
  - (1) Provide notification and results of pre-planned data collection with the WRIA 59 Board,
  - (2) Coordinate pre-planned educational outreach activities with the WRIA 59 Board.
- h) Ecology's Water Resource, Water Quality, and Shorelines Programs' staff will encourage both public entities and private individuals to contact the WRIA 59 Board for local technical assistance when applicable.
- i) Ecology will encourage local public and private agencies and local citizens to attend WRIA 59 Board meetings to discuss water resource issues that affect the watershed.
- j) Ecology will, upon request, provide technical assistance as both a WRIA 59 Board member and in additional capacities, subject to staff and funding availability.

NOTE: WRIA 59 water resource issues and activities identified in the WRIA 59 Colville River Watershed Plan and Detailed Implementation Plan not addressed in the list above are still open for discussion as the need arises and as determined by any of the signatories to this Agreement.



All attempts will be made to provide adequate time for follow-up communication as necessary, with an awareness of time limitations as determined by law.

2. **EXECUTIVE COMMITTEE OF THE WRIA 59 BOARD:** The Executive Committee of the WRIA 59 Board or its designee will respond in a timely manner as to their interest on notifications from Ecology regarding WRIA 59 water resource activities. For those activities the Board responds to as having an interest, the Board will propose how they would intend to be part of the decision making process for the activity.
3. **Ecology will**, upon request, provide information as to how the proposed activity fits into the agency's statutory authority.
4. **Collaborative Dialogue:**  
Ecology will acknowledge the WRIA 59 Board's interest and start a collaborative dialogue with the Board. Whenever possible, the Board will be provided every opportunity to work with interested parties to advance the water resources management activities contained in the WRIA 59 Watershed Plan and Detailed Implementation Plan, including, but not limited to, possible mitigation strategies when necessary. Ecology, the Board, and affected parties will enter into verbal dialogue, as often as is necessary within the time constraints of the budget and the law, to reach a consensus agreement. This verbal agreement will be put in writing so all parties completely understand the agreement prior to any consensus vote.

If a consensus agreement cannot be reached at this level, either Ecology or the WRIA 59 Board may move to dispute resolution as outlined in Item #5 below:

5. **Dispute Resolution Process:**

If a dispute arises that the WRIA 59 Board and Ecology staff cannot resolve in a "good faith" collaborative dialogue, either the WRIA 59 Board Executive Committee by majority vote, or Ecology's affected regional section manager, may prepare a petition for dispute resolution.

a) **Petition for Dispute Resolution:**

- a. The petition shall be in writing, and submitted to both the WRIA 59 Board Executive Committee Chair and Ecology's Regional Director. That written petition will contain:
  - 1) A detailed description of the dispute,
  - 2) A detailed outline of prospective consequences of action or inaction;
  - 3) A list of names of those individuals the petitioning party feels must be involved to resolve the dispute. There shall in all cases be a minimum of two and a maximum of four from each side.

**b) Collaborative Efforts to Reach Agreement:**

The Board Chair and Ecology’s Regional Director will set a time and location, as soon as possible, for the petitioned talks to take place keeping in mind any time constraints required by statute. They will also agree upon the numbers of involved individuals with both sides having equal numbers unless one party agrees that they require fewer members and declares such in writing. Talks will then resume in a “good faith” collaborative effort to reach a consensus agreement.

In the event talks have failed, parties with the statutory authority will make the final decision keeping in mind any partial consensus agreement previously made to work towards future “good faith” and to avoid possible legal challenges.

**LIMITATIONS**

Although this Agreement sets forth a cooperative process, the signatories to this Agreement recognize that they each have statutory responsibilities that cannot be delegated, and that this Agreement does not and is not intended to abrogate any of their statutory responsibilities. When such constraints constitute conflict, the parties shall provide written documentation of those statutory responsibilities to the WRIA 59 Board’s Executive Committee. Dispute resolution cannot be invoked to remedy statutory responsibility. All parties reserve such rights as are available to them under individual statutes for relief.

**FUTURE AGREEMENTS**

This Agreement does not preclude any parties from entering into negotiations for future agreements on a project specific basis, as needed.

**AMENDMENTS**

The parties will review actions taken to implement this Agreement six months from signing and thereafter as needed upon written request of either party, to ensure the intent of this Agreement is being fulfilled. This Agreement may be amended at any time by the mutual written consent of the involved parties.

**EFFECTIVE DATE**

This Agreement shall be effective when signed by all three parties, and may be terminated upon 30-days written notice by any party.

**SEVERABILITY**

If any provision of the Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Agreement which can be given effect without invalid provision, and to this end the provisions of this Agreement are declared to be severable.

**UNDERSTANDINGS**

This Agreement contains understandings between parties, and there are no other agreements, or representations set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this Agreement are of any force or effect unless in writing, signed by an authorized representative of parties, and made a part of this Agreement.

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**IN WITNESS WHEREOF**, we the undersigned have executed this Memorandum of Agreement as of the date as indicated on three originals.

**WASHINGTON STATE DEPARTMENT OF ECOLOGY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Insert name & title)

**WRIA 59 WATERSHED MANAGEMENT BOARD CHAIR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Insert name & title)

**WRIA 59 WATERSHED MANAGEMENT PARTNERSHIP CHAIR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Insert name & title)

*WRIA 59 Colville River Watershed*  
**WRIA 59 WATER RESOURCE MANAGEMENT BOARD**  
**BY-LAWS**

*Approved:*  
*March 15, 2007*  
*By the WRIA 59 Watershed Planning Team*

**Article I. DEFINITIONS**

The following are definitions used in this WRIA 59 Water Resource Management Board By-Laws document:

1. **WRIA:** *WRIA stands for Water Resource Inventory Area. There are 62 designated WRIsAs (main watersheds) within Washington State.*
2. **WRIA 59:** *The Colville River Watershed is designated as WRIA 59. The project area for the Colville River Watershed Planning includes all land within the Colville River Basin and its tributaries, lying within Stevens County.*
3. **WRIA 59 Water Resource Management Board (Board):** *The local group of people, which provides ongoing general oversight to the water resource management activities within WRIA 59, as outlined in the current WRIA 59 Watershed Plan and WRIA 59 Detailed Implementation Plan.*
4. **Board Executive Committee:** *A committee comprised of Board members and individuals appointed by the Board. Their function is to direct the day-to-day operations of the Board and WMP projects, project funding and staffing activities.*
5. **WRIA 59 Watershed Management Partnership (WMP):** *The local watershed management partnership formed in accordance with RCW 39.34.200, for WRIA 59 to provide the legal mechanism to apply for and administer the funding for the ongoing administration of the WMP and Board activities.*

**Article II. NAME OF ORGANIZATION**

The name of the organization shall be the WRIA 59 Water Resource Management Board, hereafter referred to as the "Board".

**Article III. PURPOSE & DUTIES OF THE BOARD**

**Section 3.1 Purpose of Board.**

The purpose of the Board is to provide for cooperative and collaborative local water resource management and to help provide for the ongoing implementation of the current WRIA 59 Watershed Plan and Detailed Implementation Plan for the Colville

River Watershed, Water Resource Inventory Area (WRIA) 59 – per the Watershed Planning Act – CHAPTER 90.82 RCW.

***Section 3.2 Primary Duties.***

***Section 3.2.1 Primary Duties of the Board.***

- a) Review, identify and work to implement the actions outlined in the current WRIA 59 Watershed Plan and WRIA 59 Detailed Implementation Plan (DIP).
- b) Provide semi-annual review and guidance of the local water resource management budget, in coordination with the Executive Committee and WMP, as noted in Articles VI & VII.
- c) Carry forth the directives of the WRIA 59 Watershed Plan and DIP.
- d) Apply for private funding if/when Board applies for and becomes a 501(c)(3) non-profit organization.
- e) The duties and obligations set for the herein will be reviewed for consistency if the Interlocal Agreement for the WMP is dissolved.

***Section 3.2.2 Primary Duties of the WMP for the Board.***

The primary duties of the WRIA 59 Watershed Management Partnership (WMP), formed under RCW 39.34.200, are to provide the legal mechanism to apply for and administer the funding for the ongoing administration of the Board activities, as outlined in the WRIA 59 WMP By-laws.

***Article IV. BOARD COMPOSITION***

***Section 4.1 Board Membership.***

- a) Initial Membership for the Board will include all interested active WRIA 59 Planning Team Members in good standing.
- b) For the remainder of Phase 4 Implementation and beyond Phase 4, the Board, as established, shall attempt to include a diverse group of interests, including Agriculture/Farming Groups; Businesses; Environmental & Conservation Groups; Public Water Systems; Forestry & Natural Resources Groups; Property Owner's Associations, Individual Land Owners, and other interest groups to be identified; together with the Local, State and Federal Agencies, and Indian Tribes.
- c) All members of the WMP shall be allowed opportunity to serve as members of the Board.

- d) To qualify as a voting Board member, that member must have direct connection to WRIA 59 by either ownership or management of either land or water within the WRIA 59 Watershed.
- e) Any individual or group represented that does not qualify as a voting Board member as noted in 4(d) above, can participate as a non-voting member.

***Section 4.2 Membership Additions.***

- a) New members can be added, after attending two entire consecutive regular Board meetings.
- b) The new member will be formally recognized at the third or any subsequent Board meeting.

***Section 4.3 Membership Removals.***

- a) The Board may remove any member of the Board by a majority vote of the quorum of the Board for un-represented absences totaling at least 3 consecutive regular Board meetings, or for continued violations as stated under Article X, Section 10.2 Rules of Conduct.
- b) Members of the WMP cannot be removed from the Board, unless first removed from the WMP.

***Section 4.4 Membership Withdrawals.***

- a) Any Board member shall have the right to withdraw his or her membership by providing notice in writing at any time.
- b) All members agree that if a member or interest group withdraws, it shall not be deemed a party to any subsequent plan or agreement produced and shall not be bound thereby.

***Article V. BOARD OFFICERS***

***Section 5.1 Election of Board Officers.***

At the regular January meeting of each even-numbered year, the Board shall elect from its voting members a Chair, and Vice-Chair. Officers may serve for more than one consecutive 2-year term. A Recorder shall also be appointed by the Chair.

***Section 5.2 Duties of the Chair.***

The Chair shall preside over all meetings of the Board and Executive Committee. The Chair shall establish each meeting agenda, authorize special meetings, execute

A2-22

authorized documents, and perform all other duties associated with that office. The Chair shall act as spokesperson for the Board and act as its representative in other activities. The Chair may appoint another member to act as representative in specific instances.

***Section 5.3 Duties of the Vice-Chair.***

The duties of the Vice-Chair are to provide on-going assistance to the Chair, and to serve as Vice Chair of the Executive Committee. In the event of the Chair's absence or inability to act, the Vice-Chair shall assume all of the Chair's duties.

***Section 5.4 Duties of the Recorder.***

The Recorder shall prepare the minutes of the Board meetings.

***Section 5.5 Officer Vacancies.***

Officer vacancies shall be considered at the next regular meeting of the Board. Any officer so elected shall serve only until the end of the un-expired term.

***Article VI. EXECUTIVE COMMITTEE***

***Section 6.1 Purpose & Duties of Executive Committee.***

An Executive Committee comprised of Board members and individuals appointed by the Board will be formed to direct the day-to-day operations of the WRIA 59 projects, project funding and staffing activities. The committee will work to carry forth the directives of the WRIA 59 Watershed Plan and DIP.

***Section 6.2 Composition of Executive Committee.***

- a) The Executive Committee will consist of up to seven (7) members.
- b) The Executive Committee shall include the Chair and Vice-Chair of the Board; two (2) WMP members, (if not represented by the Chair and Vice-Chair); one Dept. of Ecology member; and two at large non-governmental voting Board members.

If openings cannot be filled by at large non-governmental Board members, those positions may be filled by other Board members.

***Article VII. FISCAL MANAGEMENT***

***Section 7.1 Lead Agency as Fiscal Administrator.***

The Lead Agency will serve as the Fiscal Administrator, as set forth in the WRIA 59 Watershed Management Partnership By-laws, and as stated below:

A2-23

- a) The existing WRIA 59 Watershed Planning Team will recommend one of the WMP members to serve as the initial Lead Agency for the Board and WMP. Upon acceptance by that local agency, the existing WRIA 59 Planning Team will appoint that member to serve as the Lead Agency for the Board and WMP.
- b) As Lead Agency, this agency would be responsible for overseeing the ongoing fiscal administration for the Board and WMP activities, including but not limited to the administration of public and/or non-profit grants, staffing, and associated project equipment.

**Section 7.2 WRIA 59 Watershed Management Partnership (WMP).**

The WRIA 59 WMP formed in accordance with RCW 39.34.200, will provide the legal mechanism to apply for and administer the funding for the ongoing fiscal administration of the Board and WMP activities.

**Section 7.3 Treasurer for Board & WMP Funds.**

- a) A Treasurer shall be designated by the WMP for the deposit, accounting, and handling of the funds of the WMP and Board, per RCW 39.34.200. The Treasurer shall be either the Stevens County Treasurer or the treasurer of member city.
- b) Under the direction and oversight of the WMP and Board, and as funding is available for a WRIA 59 Water Resource Personnel, this person could assist with the duties of the Treasurer, as outlined in the Board Operating Procedures, and as directed by the Board Chair.

**Section 7.4 Application for 501(c)(3) Status.**

- a) By a decision of the Board, the Board may elect at any time to pursue applying for and incorporate as a 501(c)(3) non-profit organization. The purpose would be to seek out non-profit funding opportunities for the implementation of projects identified in the current WRIA 59 Watershed Plan and Detailed Implementation Plan.
- b) In the event the Board becomes a 501(c)(3), the fiscal management of those funds can be administered by the WMP, as noted under Sections 7.1 – 7.3.

**Article VIII. BOARD DECISION MAKING**

**Section 8.1. Voting & Non-Voting Board Members.**

- a) All voting Board members will receive one vote, within the Step Process identified in Section 8.1(c) below and in Article IX, under Section 9.3.
- b) Local governments, state governments, municipalities, the PUD, & the Spokane Tribe of Indians shall receive one vote each.



- c) All non-governmental group members shall receive votes as follows:
  - 1. Step 1—1 vote per each individual
  - 2. Step 3—Maximum of 3 votes per interest group
  - 3. Step 4—Maximum of 1 vote per interest group
- d) Non-Voting Members: Any individual, interest group, or government entity can request to serve as non-voting members. At this time, the following has been identified and included as a non-voting member: the WRIA 59 Water Resource Personnel.

**Section 8.2 Quorum.**

- a) The Board has defined Quorum as a majority of the current Board members.
- b) A quorum will be required to hold an official Board meeting.
- c) If a quorum is not present, attending members can continue to meet and informally discuss topics.
- d) A meeting can be adjourned with less than a quorum.

**Section 8.3 Proxy Votes.**

- a) A Proxy Vote is allowed if a Board Member is not able to attend a Board Meeting. One Board member may authorize another member to carry the absent Board member's votes to the Board Meeting.
- b) The Proxy must be submitted in writing or e-mail.

**Article IX. VOTING PROCEDURES**

**Section 9.1 Administrative Issues.**

The decision process will be as follows for administrative issues:

- a) Administrative issues including, but not limited to, meeting times, and places will be decided by a majority vote of voting members of the Board present at any official meeting.

**Section 9.2 Non-Administrative Issues.**

The decision process will be as follows for non-administrative issues:

- a) Regarding an issue, a motion will be moved, followed with a second, and discussion called for. NOTE: Any entity obligated by a motion must be in favor of the obligation in order to allow the motion to be moved forward.

A2-25

b) Following discussion, the vote will be taken. Voting will be done in accordance with the following procedures:

VOTING BY “AGREEMENT”:

- (1) The Board shall work to achieve Agreement on all decisions not identified as administrative issues, except as stated below in the Step Process. Agreement is defined as a general accord by all voting Board members.
- (2) The Board’s “Definition of Agreement” shall be defined as members in good standing at the meeting, minus 3, as a result of a vote, with no less than 75% of the votes in agreement. If there is less than 75% in favor, there is no agreement, and the voting process would need to proceed to the Step 2 of the Step Process identified in Section 9.3.

**Section 9.3 Step Process for All Non-Administrative Decisions.**

**Step 1:** As stated above in the non-administrative issues section, the entire Board shall initially operate by Agreement. If the Board cannot reach Agreement, the process will move to Step 2.

NOTE: If Agreement is reached, no further voting procedures are needed.

**Step 2:** Governments should aim for 100% agreement on each issue. However, governments must have a minimum of 2/3-majority agreement. ***If the vote creates an obligation for a government, that government member must be in favor of the obligation in order to proceed forward on the vote.***

Members may choose to proceed by written ballot from this step forward.

**Step 3:** Step 3 requires agreement by the governments as stated in Step 2, and a 2/3-majority vote by non-governmental members. At Step 3, only three votes per each interest group will be allowed. At any time the non-governmental Board, as defined in Article IV, Section 4.1(b), cannot reach a 2/3-majority vote, then a vote by agreement of the governments will be taken to move to Step 4.

**Step 4:** Step 4 requires agreement of the governments and a simple majority of non-governmental members. At Step 4 only one vote per each non-governmental interest group will be allowed.

If simple majority vote does not match up with the government agreement vote, then the Team must decide whether to have further discussion on an issue OR not to proceed on a specific issue (dead issue).

A2-26

**Article X. BOARD MEETINGS**

**Section 10.1 Board Meetings.**

- a) Regular meetings shall be held on a semi-annual basis, as noted under Section 5.1. The Executive Committee, Lead Agency and/or WMP, together with the Board Chair, may also call additional meetings if necessary with a minimum of 24 hours notice.
- b) All meetings shall be open to the public and conducted in accordance with chapter 42.30 RCW.
- c) If a Board member cannot attend a meeting, it is his/her responsibility to appoint an alternate representative with voting rights, and to become informed on missed information before the next meeting. For the sake of meeting quorums, Board members should make every effort to contact the WRIA 59 Water Resource Personnel 24 hours prior to the meeting, if they or their alternate cannot attend a meeting.
- d) Meeting Notification: An announcement of the proposed regular Board meeting will be publicized by legal notice in the Stevens County paper of record at least one week prior to the scheduled meeting, and include a listing of the meeting time, date, location, and main topic of discussion.

**Section 10.2 Rules of Conduct at Meetings.**

The following Rules of Conduct can be invoked by the Chair at any time during a Board Meeting:

- a) Members need to be as brief and concise as possible and keep to the topic.
- b) A member will raise their hand to speak, introduce themselves and may speak when recognized by the Chair.
- c) No member can speak twice, before everyone gets the opportunity to speak once during any decision-making process.
- d) Disruptive conduct will not be tolerated. Once warned, if conduct continues, Chair has authority to remove an attendee due to disruptive conduct.

**ARTICLE XI. MEDIA RELEASES**

Media or news releases from or for the Board shall be developed by the Board's designee and reviewed by the Chair, or Vice-Chair in that person's absence, to ensure content and accuracy of the data and statements.

A2-27

**Article XII. CONFLICT OF INTEREST & APPEARANCE OF FAIRNESS.**

**Section 12.1 Conflict of Interest**

Board members will not engage in any activity viewed as a conflict of interest, real or apparent. Conflict of interest shall include financial gain, employment, contracting or sub-contracting.

**Article XIII. LIABILITY**

It is agreed and understood by the members of the Board that the limitations on liability set forth in RCW 90.82.050 will carry forth and apply to the activities of the Board. In the event such limitations on liability do not carry forth and apply to the activities of the Board, then liability for any action or inaction by the Board shall be joint but not several among the Board members.

**Article XIV. AMENDMENT TO BOARD BY-LAWS.**

These by-laws may be revised or amended at any regular or special meeting of the Board, after the revisions or amendments have been reviewed and approved by a super (60%) majority of the Quorum of the Board, provided that all members receive copies of the proposed change(s) at least one week prior to that meeting.

###

**INTERLOCAL AGREEMENT**  
**Forming**  
**Water Resource Inventory Area (WRIA) 59**  
**WATERSHED MANAGEMENT PARTNERSHIP**

*Finalized and Approved:*  
*February 1, 2007*  
*By the WRIA 59 Watershed Planning Team*

THIS AGREEMENT is made and entered into pursuant to the provisions of RCW Chapter 39.34 for the purpose of creating a Watershed Management Partnership (WMP) as provided in RCW 39.34.200. The initial public agencies entering into this Agreement are: Stevens County, Stevens Public Utility District (PUD), and the City of Chewelah.

IT IS AGREED AS FOLLOWS:

**A. DURATION.**

The duration of this Agreement is perpetual unless terminated or dissolved as set forth herein or as provided in by-laws, which are to be adopted in conjunction with the execution of this Agreement.

**B. ORGANIZATION.**

No new separate legal entity is created. The name of the organization shall be the "WRIA 59 Watershed Management Partnership," hereafter called the WMP.

**C. PURPOSES.**

As specified in RCW 39.34.200, the purpose of this Agreement is to form a watershed management partnership to set in place a legal mechanism to apply for and administer the funding for the ongoing administration of the current WRIA 59 Watershed Plan and Detailed Implementation Plan (DIP).

Also, a WRIA 59 Water Resource Management Board (Board) will be formed, in conjunction with the WMP, to provide ongoing oversight of implementation of the current Watershed Plan and DIP, under the direction of a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU), By-laws, and other applicable agreements.

A2-29

**D. FINANCING AND BUDGET.**

*FINANCING:* The manner of financing the WMP may include the following:

- (1) From the inception of this Agreement and for so long as such funds are available, the operations of the WMP and Board will be financed through Phase 4 Watershed Implementation Grants and other available grants.
- (2) At such time that the aforementioned Phase 4 Watershed Implementation Grants are not available, the WMP and Board will seek both ongoing grants to help fund base operations, and specific grants for implementation of projects identified in the Watershed Plan and DIP.
- (3) As operating costs increase due to increased demand of the water resources, the WMP will have opportunity to pursue additional funding resources available through the WMP, such as, but not limited to the options identified in RCW 39.34.210 – Indebtedness and Bonds, and RCW 39.34.190 – Use of Water-Related Revenue.
- (4) Additional funding options have been identified within the watershed DIP for the WMP and Board to consider pursuing, should the above options not be sufficient.
- (5) Notwithstanding anything stated herein, it is understood and agreed that the parties to this Agreement do not intend to provide funding from their own respective operations or endeavors.

*BUDGET:* The WMP shall prepare and maintain a budget for each calendar year for approval by the WMP members during each WMP member's regular budget process. The annual budget will be presented to the Board for final adoption.

**E. ADDITIONS.**

Other local agencies may be added, pursuant to RCW 39.34.200, and according to the current WMP By-laws. As agencies are added to or subtracted from the WMP, the appropriate signed addendum to this Agreement will be filed with the Stevens County Auditor.

**F. TERMINATION AND DISPOSITION OF PROPERTY.**

Any party may terminate membership in the WMP by following the procedures specified in the adopted by-laws. Upon termination of the WMP, as provided in the by-laws, any property owned by the WMP shall be distributed pro-rata among the remaining two members to this Agreement, unless otherwise provided for by law.

If at any time there become less than two (2) local government members in the WMP, this Agreement will automatically be terminated, per RCW 39.34.200.

**G. ADMINISTRATION.**

Administrative oversight of the WMP and Board shall be by the Executive Committee of the Board, as established and specified under the By-laws and agreements for the WMP and Board. WMP members may serve on the Executive Committee of the Board, according to Section 6.2(b) of the Board's By-laws.

One of the public agencies on the WMP will be designated as Lead Agency, to oversee the ongoing fiscal administration activities for the Board and WMP.

**H. AMENDMENTS.**

All amendments made to this Interlocal Agreement shall comply with the WMP By-laws and shall be filed with the Stevens County Auditor, per RCW 39.34.040.

**I. REAL PROPERTY, PERSONAL PROPERTY, AND OPERATING FUND.**

The WMP may acquire, hold and dispose of real and personal property to accomplish the purposes of this Agreement. In the event such property is to be acquired, one of the WMP members shall be designated as the fiduciary agent of the WMP to hold such property in its name on behalf of the WMP. In the event such property is to be disposed of, the fiduciary agent in whose name the property has been placed shall dispose of said property on behalf of the WMP and disburse the proceeds of the disposal on a pro-rata basis among the WMP members, unless otherwise provided for by law.

A fund shall be established in the office of the Stevens County Treasurer or designated city, to be known as the "WRIA 59 Watershed Management Partnership Operating Fund." The fund will be administered according to the by-laws and this Agreement.

**J. AGREEMENT TO BE FILED WITH COUNTY AUDITOR.**

Pursuant to the provisions of RCW 39.34.040, this Agreement shall be filed with the Stevens County Auditor prior to its entry into force.

This Agreement shall take effect upon signature of all parties and the subsequent filing with the Stevens County Auditor.

A2-31

**K. ATTACHMENTS TO INTERLOCAL AGREEMENT.**

The initial and future WMP members signing this document are in agreement to the statements above, and to the attached current approved WRIA 59 Watershed Management Partnership (WMP) By-laws and the current approved WRIA 59 Water Resource Management Board (Board) By-laws.

**STEVENS COUNTY:**

By: \_\_\_\_\_  
Malcolm Friedman, Chairman

\_\_\_\_\_  
Merrill J. Ott, Commissioner

\_\_\_\_\_  
Tony Delgado, Commissioner

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Polly Coleman, Clerk of the Board

A2-32



**STEVENS PUBLIC UTILITY DISTRICT (PUD):**

By: \_\_\_\_\_  
K. O. Rosenberg, President – PUD Board of Commissioners

\_\_\_\_\_  
C. Lloyd Henry, Vice President – PUD Board of Commissioners

\_\_\_\_\_  
Wade A. Carpenter, Secretary – PUD Board of Commissioners

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Charisse E. Willis, Special Projects Coordinator

**A2-33**

**CITY OF CHEWELAH:**

By: \_\_\_\_\_  
Clancy H. Bauman, Mayor

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela J. McCart, Clerk - Treasurer

A2-34

**WRIA 59 Watershed  
Watershed Management Partnership (WMP)  
BY-LAWS**

*Approved:  
February 1, 2007  
By the WRIA 59 Watershed Planning Team*

**ARTICLE I. DEFINITIONS:**

*The following are definitions used in this WMP By-Laws document:*

1. **WRIA:** *WRIA stands for Water Resource Inventory Area. There are 62 designated WRIsAs (main watersheds) within Washington State.*
2. **WRIA 59:** *The Colville River Watershed is designated as WRIA 59.*
3. **WRIA 59 Water Resource Management Board (Board):** *The local group of people, which provides ongoing general oversight to the water resource management activities within WRIA 59, as outlined in the current WRIA 59 Watershed Plan and Detailed Implementation Plan.*
4. **Board Executive Committee:** *A committee comprised of Board members and individuals appointed by the Board. Their function is to direct the day-to-day operations of the Board and WMP projects, project funding and staffing activities.*
5. **WRIA 59 Watershed Management Partnership (WMP):** *The local watershed management partnership formed in accordance with RCW 39.34.200, for WRIA 59 to provide the legal mechanism to apply for and administer the funding for the ongoing administration of the WMP and Board activities.*

**ARTICLE II. WMP COMPOSITION:**

***Section 2.1 WRIA 59 WMP Membership***

WRIA 59 WMP MEMBERSHIP, AS DESCRIBED IN RCW 39.34.020 AND 39.34.200: The WMP membership consists of any two or more public agencies within the WRIA 59 Watershed that are willing to enter into an inter-local agreement pursuant to chapter 39.34 RCW ("Interlocal Agreement"). Per RCW 39.34.020(1), the partnership could include, but is not limited to, those agencies within the WRIA 59 Watershed such as municipal corporations, quasi municipal corporations, special purpose districts, local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

**A2-35**

**Section 2.2 Adding New Members into WRIA 59 WMP.**

PROCESS FOR ADDING NEW MEMBERS TO THE WMP: Any public agency within the WRIA 59 Watershed that did not join the WMP at its inception may request to do so at one of the semi-annual WMP Membership Meetings, after completing the following requirement:

- a) Provide a written notice to the WMP, requesting the opportunity to join the partnership at least 15 days prior to the semi-annual WMP meeting.

**Section 2.3 Right of Termination.**

WRIA 59 WMP RIGHT OF TERMINATION (Voluntary): Any member of the WMP may terminate its membership in the WMP Inter-local agreement, after providing a 30-day notice of termination. Prior to termination, serious efforts, including special meetings of the WMP, mediation, or other forms of dispute resolution, should be made by the WMP to work cooperatively to resolve any differences or concerns, in order to better provide continued success of the ongoing implementation of the WRIA 59 Watershed Plan and DIP.

Any changes in membership must be made as an addendum to the WMP Interlocal Agreement, and filed with the Stevens County Auditor.

**Section 2.4 Membership Terminations.**

WRIA 59 WMP MEMBERSHIP REMOVAL (Non-voluntary): A member of the WMP may be removed by a two-thirds vote of the WMP members, for the following issues: (1) Lack of meeting attendance, (2) fiscal improprieties related to the WMP membership, and (3) failure to act in the best interests of the WMP.

**ARTICLE III. LEAD AGENCY FOR WMP**

**Section 3.1 Appointment or Retainage of Lead Agency as Fiscal Administrator.**

The existing WRIA 59 Watershed Planning Team will recommend one of the WMP members to serve as the initial Lead Agency for the WMP/Board. Upon acceptance by that local agency, the existing WRIA 59 Watershed Planning Team will appoint that member of the WMP to serve as the Lead Agency for the WMP and Board.

This appointment can include retaining Stevens County as the Lead Agency as Fiscal Administrator, or appointing another WMP member upon that member's acceptance of the nomination, together with obtaining a designated treasurer according to RCW 39.34.200.

As Fiscal Administrator for the WMP and Board, this agency will have fiduciary duties and be responsible for overseeing the ongoing fiscal administration for the Board and WMP activities, including but not limited to the administration of public and/or non-profit grants, staffing, and associated project equipment.

A2-36

This process does not preclude individual members of the WMP or Board from seeking, obtaining, and administering funding and grants for their own projects.

A successor or replacement Lead Agency and/or Fiscal Administrator may be appointed by a supermajority (60%) vote of the WMP Members, provided the local agency consents to such appointments.

## **ARTICLE IV. WMP MEETINGS**

### ***Section 4.1 Open Public Meetings Act.***

The provisions of the Open Public Meetings Act, Chapter 42.30 RCW, govern all WMP meetings, and any changes to meeting dates, times, or places.

### ***Section 4.2 Regular WMP Meetings.***

Regular meetings shall be held on a semi-annual basis. Additional special meetings will be scheduled by the WMP as necessary in accordance with chapter 42.30 RCW. The semi-annual meetings will be held as follows:

- (1) The first regular meeting shall be held in January of each year, on the second Thursday of that month. This meeting will provide opportunity to add additional members to the WMP and appointment of Lead Agency and/or Fiscal Administrator, if necessary. This meeting will also provide for the election of officers for the WMP, and at least 10 minutes will be provided for public input.
- (2) The second meeting shall be considered the annual membership meeting, and shall be held in June, on the second Thursday of that month. This meeting will serve as the mid-year review of WMP activities, and other business brought by the members. This meeting will provide opportunity to add additional members to the WMP.

### ***Section 4.3 WMP Meeting Notification.***

An announcement of the proposed regular WMP meeting will be publicized by legal notice, in the Stevens County paper of record listing the time, date, location and main topic of discussion, at least one week prior to the scheduled meeting.

### ***Section 4.4 Records of WRIA 59 WMP Meetings.***

The proceedings of WMP meetings shall be recorded in minutes, and maintained in the Administrative Office of the Lead Agency for the WMP and Board. The minutes shall consist primarily of a record of the action taken. Minutes of each meeting shall be forwarded to all WMP members prior to the next regular meeting for their review. At the next regular meeting, the WMP shall review the minutes for adoption.

A2-37

***Section 4.5 WMP Meeting Agenda.***

The WMP Chair, in consultation with the Executive Committee of the Board, shall determine the agenda for each WMP meeting, whenever possible. The agenda will be sent out to the WMP members along with the previous meeting minutes draft and notice of meeting stated in Section 4.3, at least one week prior to the scheduled meeting. Noting the WMP meetings may be six months apart, the draft meeting minutes should also be sent out as soon as possible and reasonable, after the WMP meetings.

***Section 4.6 Quorum and Voting.***

A majority of all WMP members shall constitute a quorum for the transaction of business. A majority of those present is necessary to take action on any item coming before the WMP. The WMP Chair may introduce, vote upon, move, or second any action that comes before the WMP.

**ARTICLE V. WMP OFFICERS**

***Section 5.1 Election of WMP Officers.***

At the regular January meeting of each even-numbered year, the WMP shall elect from its members a Chair, and Vice-Chair. Officers may serve for more than one consecutive 2-year term. A Recorder shall also be appointed by the Chair.

***Section 5.2 Duties of the Chair.***

The Chair shall preside over all meetings of the WMP. The Chair shall, in consultation with the Executive Committee of the Board, establish each meeting agenda, authorize special meetings, execute authorized documents, and perform all other duties associated with that office. The Chair shall act as spokesperson for the WMP and act as its representative in other activities. The Chair may appoint another member to act as representative in specific instances.

***Section 5.3 Duties of the Vice-Chair.***

The duties of the Vice-Chair are to provide on-going assistance to the Chair.

In the event of the Chair's absence or inability to act, the Vice-Chair shall assume all of the Chair's duties.

***Section 5.4 Duties of the Treasurer.***

A Treasurer shall be designated by the WMP for the deposit, accounting, and handling of the funds of the WMP/Board, per RCW 39.34.200. The Treasurer shall be either the Stevens County Treasurer or the treasurer of member city.

Under the direction and oversight of the WMP/Board, and as funding is available for a WRIA 59 Water Resource Personnel, this person could assist with the duties of the Treasurer, along with other tasks and duties for the ongoing coordination of the WMP

and Board activities, as directed by the Board and WMP Chair. This staff person could perform the following tasks:

- (1) Work in conjunction with the designated Treasurer to provide administrative oversight for the finances of the WMP/Board, including receipt of funds; payment of obligations and keeping records in accordance with generally accepted practice and Section 42.17.245 Revised Code of Washington.
- (2) Sign and date stamp in all invoices received, in preparation for approval of payment by the Executive Committee of the Board.
- (3) Provide a budget report for each WMP meeting and Executive Committee Meeting of the Board, for review and approval for payment of expenses.
- (4) Assist in the preparation and performance of any necessary audits of the WMP.

***Section 5.5 Duties of the Recorder.***

The Recorder shall prepare the minutes of the WMP meetings.

***Section 5.6 Officer Vacancies.***

Officer vacancies shall be considered at the next regular meeting of the WMP. Any officer so elected shall serve only until the end of the un-expired term.

**ARTICLE VI. DUTIES OF THE WRIA 59 WMP**

***Section 6.1 Duties of the WRIA 59 WMP.***

The WMP sets in place the legal mechanism to apply for and administer funding for the ongoing administration of the WRIA 59 Watershed Plan and Detailed Implementation Plan (DIP), in accordance with Chapter 39.34.200 Revised Code of Washington, within the Colville River Watershed located in Stevens County, Washington.

The Interlocal Agreement for the WMP, and these By-laws, any adopted Operating Procedures, and other pertinent agreements including, but not limited to, any Memorandums of Understanding or Memorandums of Agreement (MOU/MOAs), will provide guidance to the WMP for the ongoing oversight of fiscal administration duties of the WMP and Board.

A detailed list of the WMP duties is outlined in the current DIP under Section 3.2.2. This list of duties can be revised through the public meeting process of the Board. The current list of duties is as follows:

1. Provide assistance to cooperatively maintain the Board, in accordance with the Operating Procedures established by the existing WRIA 59 Watershed Planning Team.
2. Members of the WMP will also serve on the Board, to help provide an ongoing base of knowledge of the WRIA 59 Colville River Watershed Plan and DIP.

A2-39

3. Through the recommendations and assistance of the Board, pursue short-term and long-range financial support of local water resource management within the WRIA 59 Watershed.
4. As funding becomes available, and under the direction of the Board, be the funding mechanism for the WRIA 59 Water Resource Personnel, equipment, and office space.
5. Review and confirm the MOU/MOA developed by the existing WRIA 59 Watershed Planning Team for the WMP and Board, which outlines the roles and responsibilities for the WRIA 59 Water Resource Personnel for the actual time the Personnel work for the Board and WMP.

***Section 6.2 Serve on Executive Committee:***

WMP members may serve on the Executive Committee of the Board, as noted in Section 6.2(b) of the Board By-laws.

The Executive Committee shall consist of up to seven (7) members, as noted in Section 6.2 of the Board By-laws, and include two (2) WMP members, (if not represented by the Chair and Vice-Chair). If openings cannot be filled by at large non-governmental Board members, those positions may be filled by other Board members.

***Section 6.3 Termination of Duties:***

The duties and obligations set forth herein will only be binding so long as the Interlocal Agreement for the WMP remains in effect.

**ARTICLE VII. LIABILITY.**

***Section 7.1***

It is agreed and understood by the WMP members that the limitations on liability set forth in RCW 90.82.050 will carry forth and apply to the activities of the WMP. In the event such limitations on liability do not carry forth and apply to the activities of the WMP, then liability for any action or inaction by the WMP shall be joint by not several among the WMP members.

**ARTICLE VIII. SEVERABILITY.**

***Section 8.1***

If any provision of these By-Laws, or its application to any person or circumstance is held invalid, the remainder of these By-Laws, or the application of the provisions to other persons or circumstances, is not affected.



**ARTICLE IX. AMENDMENTS.**

***Section 9.1 Amendments to By-Laws.***

These By-Laws may be revised or amended at any regular or special meeting of the WMP, only after the revisions or amendments have been reviewed and approved by the Board, and upon approval of a majority of the WMP total membership, provided that all members receive copies of the proposed change(s) at least one week prior to that meeting.

**ADOPTION OF BY-LAWS.**

These by-laws take effect upon approval, execution, and recording of the WRIA 59 Interlocal Agreement for the WMP.

Approval Process:

*1<sup>st</sup> Vote of Approval: January 4, 2007: The WRIA 59 Watershed Planning Team unanimously approved the WMP By-laws.*

*2<sup>nd</sup> Vote of Approval: February 1, 2007: The WRIA 59 Watershed Planning Team unanimously approved the WMP By-laws.*

Recording Date for Interlocal Agreement for the WMP:

Date: \_\_\_\_\_

A2-41

*Colville River Watershed/Interlocal Agreements/WMP Procedures Documents/WMP ByLaws*

A2-42

*WRIA 59*  
*Colville River Watershed Planning Unit Team*  
**OPERATING PROCEDURES**  
*For Phase 4 Implementation*  
*(Approved 6/2/05 by Planning Team)*

***Purpose:*** *To aid in organizing the Watershed Planning Unit Team, and to guide the Team throughout Phase 4 in the development and implementation of a Detailed Implementation Plan and the implementation of the WRIA 59 Watershed Plan for the Colville River Watershed, Water Resource Inventory Area (WRIA) 59 – per the Watershed Planning Act – CHAPTER 90.82 RCW.*

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**1. PROJECT AREA - WRIA 59 COLVILLE RIVER WATERSHED:**

The project area for the Colville River Watershed Planning includes all land within the Colville River Basin and its tributaries, lying mostly within the area of Stevens County.

**2. NAME:**

The Colville River Watershed Planning Unit Team will hereafter be referred to as the “Team”.

**3. INITIATING GOVERNMENTS:**

The four Initiating Governments for this project are: City of Colville, Stevens County, Public Utility District No. 1 of Stevens County, and Spokane Tribe of Indians.

**4. LEAD AGENCY:**

Stevens County was designated as Lead Agency for this project by the Initiating Governments and the Team, as of July 1, 2003. On December 8, 2004 the Team confirmed Stevens County to continue as Lead Agency for the Phase 4 Implementation.

**5. MEMBERSHIP:**

For Phase 4 Implementation, the Team, as established, shall attempt to include a diverse group of interests, including Agriculture/Farming Groups; Businesses; Environmental & Conservation Groups; Group A Water Systems; Forestry & Natural Resources Groups; Property Owner’s Associations and Individual Land Owners; together with the Local, State and Federal Agencies, and Indian Tribes.

A2-43

should make every effort to contact the WRIA 59 Coordinator/Facilitator 24 hours prior to the meeting, if they or their substitute cannot attend a meeting.

- 5) A list of informational material such as acronyms, definitions, watershed focus sheets, and maps will be provided at each meeting for newcomers and the public.

## **B. TEAM DECISION-MAKING:**

### **Voting & Non-Voting Team Members:**

Team members will receive votes as follows:

- o Washington State Government shall receive only one vote total.
- o Local governments, municipalities, the PUD, & the Spokane Tribe of Indians shall receive one vote each.
- o All Non-Governmental Groups shall receive votes as follows:
  - Step 1—1 vote per individual
  - Step 3—Maximum of 3 votes per group
  - Step 4—Maximum of 1 vote per group

Ex Officio Members, including WSU/Cooperative Extension, Federal Agencies, Stevens County Conservation District, and the WRIA 59 Coordinator/Facilitator will all be non-voting members.

### **Quorum:**

The Team has defined QUORUM as voting members present at a meeting. The Team will re-review their quorum definition no later than 6 months from the startup of Phase 4.

A quorum will be required to hold an official Colville River Watershed Planning meeting. If a quorum is not present, attending members can continue to meet and informally discuss topics.

### **Proxy Votes:**

A Proxy Vote is allowed if a Team Member is not able to attend a Team Meeting. One Team member may authorize another member to carry the absent Team member's votes to the Team Meeting. A Team member is limited to representing one (1) proxy per meeting.

The Proxy must be in writing or e-mail. The WRIA 59 Project Manger may also carry written proxy votes from absent Team Members to the Team meetings.

A2-44

to Step 3. (Members may choose to proceed by written ballot from this step forward.)

**Step 3:** Step 3 requires agreement by the governments and a 2/3-majority vote by non-governmental members. At Step 3, only three votes per each interest group will be allowed. At any time the non-governmental Team members cannot reach a 2/3-majority vote, then a vote by agreement of the governments will be taken to move to Step 4.

**Step 4:** Step 4 requires agreement of the governments and a simple majority of non-governmental members. At Step 4 only one vote per each non-governmental interest group will be allowed.

If simple majority vote does not match up with the government agreement vote, then the Team must decide whether to have further discussion on an issue OR not to proceed on a specific issue (dead issue).

#### **C. TEAM RESPONSIBILITIES:**

- 1) Identify and incorporate issues into a work plan.
- 2) Develop a work plan for recommended sub-watersheds.
- 3) Team or Team's designee(s): Provides direct contract and grants oversight, in coordination with the Lead Agency.
- 4) Team or Team's designee (Admin. Committee) provide direct oversight to entire WRIA 59 project management decisions, budget and expenditures.
- 5) Any tasks completed or data collected in-house (by Team Members or their agencies) will require approval of the Team.
- 6) Assure work is consistent with the RCW 90.82 Watershed Planning Act criteria.
- 7) Maximize use of grant funding to complete as much WRIA 59 Watershed Phase 4 work as possible.
- 8) Use current best available science according to the Team's Technical Assessment Protocol (TAP).
- 9) Recommend priority issues for project areas.
- 10) Prioritize sub-watersheds for data collection, where/if necessary, and prioritize implementation projects as funding becomes available.
- 11) Encourage public involvement and cultivate leadership within the community.

A2-45

- 7) Report to, and provide ongoing project updates, needs and concerns to the County Commissioners and/or Director of Stevens County Land Services Department.
- 8) When directed by the Team, seek for and apply for additional grant funds to assist with WRIA 59 Phase 4 Project objectives.

**WRIA 59 Project Manager shall oversee Public Relations:**

- 9) Promote community involvement through effective communication within the community, Congressional offices, media representatives, special interest groups, and any other interested parties. Attend watershed planning and closely related workshops/training, and give public presentations that will promote the WRIA 59 Watershed planning and implementation efforts as directed by Team.
- 10) Remain a neutral party while involving a broad cross-section of the community in consensus building and decision-making, with non-voting status.
- 11) Assist in establishing partnerships for implementation strategies according to the Watershed Plan.

**8. PROCEDURAL ORDER OF MEETINGS:**

**WRIA 59 Project Manager shall facilitate the regular Team meetings:**

- a. Call the regular Team meetings to order and pass around the sign-in sheet.
- b. Call for approval of previous regular Team meetings minutes.
- c. Call for amendments, then approval of the current agenda. The facilitator will then direct the regular Team meetings according to the written or amended agenda.
- d. Call for a vote to limit discussions or table the discussion for the next regular Team meeting.
- e. Call for two public comment periods in a Team meeting as follows: one after the approval of the minutes and one at the end, with the time to be regulated at a maximum of 2 minutes per person and 15 minutes total.
- f. Wrap up regular Team meetings:
  - 1) Help develop agenda items for the next meeting.
  - 2) Assign homework.
  - 3) Help schedule the next meeting.
- g. Call for adjournment of regular Team meetings.

A2-46

**WRIA 59 Watershed Planning Project – Phase 4 Implementation**

**MEMORANDUM OF AGREEMENT  
#2005-1**

**Between Stevens County, Lead Agency and WRIA 59 Planning Team**

*Effective March 21, 2005*

**WHEREAS**, on December 8, 2004, the WRIA 59 Planning Team confirmed Stevens County as the Lead Agency for the WRIA 59 Phase 4 Implementation Project, a continuation of the WRIA 59 Watershed Planning Project. This Memorandum of Agreement (MOA) #2005-1 replaces MOA #2003-2. This MOA provides guidance through the Phase 4 Implementation Process.

**NOW, THEREFORE**, Stevens County and the WRIA 59 Watershed Planning Team agree as follows, regarding the specific listed responsibilities for the WRIA 59 Phase 4 Watershed Implementation Process, in accordance with Chapter 90.82 RCW:

**1. LEAD AGENCY:**

Stevens County will be the Lead Agency, as confirmed by the WRIA 59 Watershed Planning Team on December 8, 2004. The Lead Agency, as fiscal administrator, in accordance with RCW 90.82.060(8) is to be responsible for and authorized to do the following:

- 1.a Provide WRIA 59 Watershed Project Manager and staff in coordination with the WRIA 59 Team for the fiscal and contractual elements of the grant.
- 1.b May conduct periodic fiscal and contractual reviews of the WRIA 59 process with the WRIA 59 Administrative Committee, to be scheduled as needed.
- 1.c Employs the WRIA 59 Watershed Project Manager as an employee of the County, subject to Stevens County personnel policies and State and federal laws.
- 1.d Responsible for receiving Dept. of Ecology grants and other funds and administrating those grants and funds in coordination with the WRIA 59 Team.

**2. WRIA 59 WATERSHED PLANNING TEAM:**

The WRIA 59 Watershed Planning Team (Team) is responsible for and authorized to do the following:

- 2.a The WRIA 59 Watershed Planning Team, through the WRIA 59 Administrative Committee, will coordinate and direct all task work, public outreach, and related job duties of the WRIA 59 Watershed Project Manager, according to the grant contractual requirements.

A2-47

- 2.b The WRIA 59 Watershed Planning Team, through the WRIA 59 Administrative Committee, may ask for periodic reviews of the WRIA 59 process with Stevens County, to be scheduled as needed.
- 2.c Communications: All communications and activities for the WRIA 59 Watershed Implementation Grant, per RCW 90.82.040(2)(e), including any additional grants, will be coordinated through Stevens County's WRIA 59 Watershed Project Manager, and the WRIA 59 Administrative Committee (to include: news releases, monthly reports & budget reviews.)
- 2.d Contracts Procedures: The WRIA 59 Watershed Planning Team or Team's designee(s) shall develop and direct the contracting process for all WRIA 59 watershed grants, and funds from the start to completion, to ensure the Team's direction and planning efforts are upheld and shall comply with all laws and requirements pertaining to the grant(s) and the contracting process(es).
3. TERMINATION CLAUSE: Either party may terminate this agreement upon thirty days written notice to the other party.

Stevens County, as Lead Agency, and the WRIA 59 Watershed Planning Team are in agreement to the statements above, and to the attached WRIA 59 Watershed Planning Project's approved current Operating Procedures.

**STEVENS COUNTY (Lead Agency)**

By: Merrill J. Ott Date 6/14/05  
Merrill J. Ott, Chairman, Stevens County Commissioner

By: Malcolm Friedman Date 6/14/05  
Malcolm Friedman, Stevens County Commissioner

By: Tony Delgado Date 6/14/05  
Tony Delgado, Stevens County Commissioner

By: Lloyd Nickel Date 6/14/05  
Approved-as to form:  
Lloyd Nickel, Stevens County Deputy Prosecuting Attorney

**WRIA 59 WATERSHED PLANNING TEAM**

By: James B. Curran Date 6-21-05  
James Curran, WRIA 59 Watershed Planning Team Representative



**APPENDIX A3**

**MEMORANDA OF AGREEMENT (2000 THROUGH 2004)**

WRIA 59 Watershed Planning Project – Memorandum of Agreement #2003-2 (Effective October 1, 2003).

WRIA 59 Watershed Planning Project – Interim Memorandum of Agreement (Effective July 1 through September 30, 2003).

Memorandum of Agreement, Watershed Planning, Colville River Watershed – WRIA 59, Amendment No. 2 (July 1 2003).

Memorandum of Agreement, Watershed Planning, Colville River Watershed – WRIA 59, Amendment No. 1 (June 30, 2003).

Memorandum of Agreement, Watershed Planning Initiation, Colville River Watershed – WRIA 59 Grant #G0000105 (September 29, 2000).

WRIA 59 Watershed Planning Project

MEMORANDUM OF AGREEMENT  
#2003-2

Between Stevens County, Lead Agency and WRIA 59 Planning Team

*Effective October 1, 2003*

WHEREAS, Stevens County has become the new Lead Agency for the WRIA 59 project effective July 1, 2003. An interim Memorandum of Agreement, #2003-1, was developed to provide guidance for the first three months of the new WRIA 59 Watershed Planning Grant process, for both the WRIA 59 Team and Stevens County as the new Lead Agency. The new Memorandum of Agreement (MOA) #2003-2 will provide guidance for the remainder of Phase II & III of the WRIA 59 Watershed Planning Project.

At the initiation of Phase IV Implementation, MOA #2003-2 will be reviewed and updated as necessary by the Lead Agency and the WRIA 59 Watershed Planning Implementation Team.

NOW, THEREFORE, Stevens County and the WRIA 59 Watershed Planning Team agree as follows, regarding the specific listed responsibilities for the WRIA 59 Watershed Planning Project, along with the combined efforts of developing a comprehensive watershed plan:

1. LEAD AGENCY:

Stevens County is the Lead Agency, as designated by the Initiating Governments, and the WRIA 59 Team. The Lead Agency is to be responsible for and authorized to do the following:

- 1.a Provide WRIA 59 Coordinator/Facilitator and staff in coordination with the recommendations of the WRIA 59 Team.
- 1.b May conduct periodic reviews of the WRIA 59 process with the WRIA 59 Administrative Committee, to be scheduled as needed.
- 1.c Employs the WRIA 59 Coordinator/Facilitator as an employee of the County subject to Stevens County personnel policies and State and federal laws.
- 1.d Responsible for receiving Dept. of Ecology grants and other funds and administrating those grants and funds in coordination with the WRIA 59 Team.

2. WRIA 59 TEAM:

The WRIA 59 Team is to be responsible for and authorized to do the following:

- 2.a The WRIA 59 Administrative Committee will coordinate the task work, public outreach, and training of the WRIA 59 Coordinator/Facilitator, subject to the supervision of Stevens County.

- 2.b The WRIA 59 Team, through the WRIA 59 Administrative Committee, may ask for periodic reviews of the WRIA 59 process with Stevens County, to be scheduled as needed.
- 2.c Communications: All communications and activities for the WRIA 59 Watershed Planning Grants, including supplemental grants (per 90.80.040), will be coordinated through Stevens County's WRIA 59 Watershed Coordinator/Facilitator, and the WRIA 59 Administrative Committee (to include: news releases, monthly reports & budget reviews.)
- 2.d Contracts Procedures: The WRIA 59 Team or Team's designee(s) shall develop and direct the contracting process for all WRIA 59 watershed grants, and funds from the start to completion, to ensure the Team's direction and planning efforts are upheld and shall comply with all laws and requirements pertaining to the grant(s) and the contracting process(es).

Stevens County, as Lead Agency, and the WRIA 59 Planning Team are in agreement to the statements above, and to the attached WRIA 59 Watershed Planning Project's approved current Operating Procedures.

STEVENS COUNTY (Lead Agency)

By: Tony Delgado Date 9/9/03  
Tony Delgado, Chairman, Stevens County Commissioner

By: Malcolm Friedman Date 9/9/03  
Malcolm Friedman, Stevens County Commissioner

By: Merrill J. Ott Date 9/9/03  
Merrill J. Ott, Stevens County Commissioner

By: Lloyd Nickel Date 9/11/03  
Approved as to form:  
Lloyd Nickel, Stevens County Deputy Prosecuting Attorney

WRIA 59 WATERSHED PLANNING TEAM

By: James P. Curran Date 9-22-03  
James Curran, WRIA 59 Watershed Planning Team Representative

WRIA 59 Watershed Planning Project  
**INTERIM**  
**MEMORANDUM OF AGREEMENT**

Between Stevens County, Lead Agency and WRIA 59 Planning Team

*Effective July 1, 2003 through September 30, 2003*

WHEREAS, Stevens County has become the new Lead Agency for the WRIA 59 project effective July 1, 2003. This interim agreement was developed to provide guidance for the first three months of the new WRIA 59 Watershed Planning Grant process, for both the WRIA 59 Team and Stevens County as the new Lead Agency. Another Memorandum of Agreement will be approved prior to September 30, 2003 to provide guidance for the remainder of Phase II & III of the WRIA 59 Watershed Planning Project.

NOW, THEREFORE, Stevens County and the WRIA 59 Watershed Planning Team agree as follows, regarding the specific listed responsibilities for the WRIA 59 Watershed Planning Project, along with the combined efforts of developing a comprehensive watershed plan:

**1. LEAD AGENCY:**

Stevens County is the Lead Agency, as designated by the Initiating Governments, and the WRIA 59 Team. The Lead Agency is to be responsible for and authorized to do the following:

- 1.a Provide WRIA 59 Coordinator/Facilitator and staff in coordination with the recommendations of the WRIA 59 Team.
- 1.b Employs the WRIA 59 Coordinator/Facilitator as an employee of the County subject to Stevens County personnel policies and State and federal laws.
- 1.c Responsible for receiving Dept. of Ecology grants and other funds and administrating those grants and funds in coordination with the WRIA 59 Team.

**2. WRIA 59 TEAM:**

The WRIA 59 Team is to be responsible for and authorized to do the following:

- 2.a The WRIA 59 Administrative Committee will coordinate the task work, public outreach, and training of the WRIA 59 Coordinator/Facilitator, subject to the supervision of Stevens County.
- 2.b Communications: All communications and activities for the WRIA 59 Watershed Planning Grants, including supplemental grants (per 90.80.040), will be coordinated through Stevens County's WRIA 59 Watershed Coordinator/Facilitator, and the WRIA 59 Administrative Committee (to include: news releases, monthly reports & budget reviews.)

2.c Contracts Procedures: The WRIA 59 Team or Team's designee(s) shall develop and direct the contracting process for all WRIA 59 watershed grants, and funds from the start to completion, to ensure the Team's direction and planning efforts are upheld and shall comply with all laws and requirements pertaining to the grant(s).

Stevens County, as Lead Agency, and the WRIA 59 Planning Team are in agreement to the statements above, and to the attached WRIA 59 Watershed Planning Project's Operating Procedures.

At the initiation of Phase IV Implementation, this MOA will be reviewed and updated as necessary by the Lead Agency and the WRIA 59 Watershed Planning Implementation Team.

STEVENS COUNTY (Lead Agency)

By: [Signature] Date 6/30/03  
Tony Delgado, Chairman, Stevens County Commissioner

By: [Signature] Date 6/30/03  
Malcolm Friedman, Stevens County Commissioner

By: [Signature] Date 6/30/03  
Merrill J. Ott, Stevens County Commissioner

By: [Signature] Date 7/1/03  
Approved as to form:  
Lloyd Nickel, Stevens County Deputy Prosecuting Attorney

WRIA 59 WATERSHED PLANNING TEAM

By: [Signature] Date 6/30/03  
James Curran, Chairman  
WRIA 59 Administrative Committee

**MEMORANDUM OF AGREEMENT**  
**WATERSHED PLANNING**  
**COLVILLE RIVER WATERSHED – WRIA 59**

**AMENDMENT NO. 2**

**Effective July 1, 2003**


The purpose of this amendment is threefold:

1. Change the designated Lead Agency from Stevens County Conservation District to Stevens County;
2. Transfer WRIA 59 project funds, as authorized by the Washington State Department of Ecology, from Stevens County Conservation District to Stevens County and/or the Department of Ecology, and
3. Equipment purchased with WRIA 59 or shared funds shall be distributed as agreed upon by the Watershed Planning Unit Team.


**Understandings:** The original agreement signed by the Initiating Governments in September and October 2000, Amendment No. 1 and this Amendment No. 2 contain all understandings between the parties, and there are no other agreements, or representations set forth or incorporated by reference herein. No subsequent modification (s) or amendment (s) of this Agreement are of any force or effect unless in writing, signed by authorized representatives of the Initiating Governments, and made a part of this contract.


IN WITNESS WHEREOF, we the undersigned have executed this Memorandum of Agreement as of the date as indicated, on six originals:

**STEVENS COUNTY (Initiating Government & New Lead Agency)**


By:  Date 6/3/03  
Tony Delgado, Commissioner

By:  Date 6/3/03  
Malcolm Friedman, Commissioner

By:  Date 6/3/03  
Merrill Ott, Commissioner

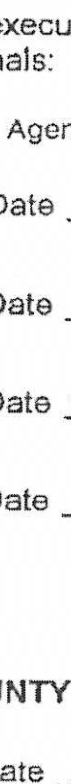
By:  Date 6/2/03  
Approved as to form:  
Lloyd Nickel  
Stevens County Deputy Prosecuting Attorney

**PUBLIC UTILITY DISTRICT NO. 1 of STEVENS COUNTY (Initiating Government)**


By:  Date 6-3-03  
K.O. Rosenberg, President of the Board

**CITY OF COLVILLE (Initiating Government)**


By:  Date 5/28/03  
Robert J. Anderson, Mayor

By:  Date 5/28/03  
Approved as to form:  
Patricia St. Clair  
Attorney for City of Colville

**SPOKANE TRIBE OF INDIANS (Initiating Government)**

By:  Date 6-3-03  
Chairman, Spokane Tribal Business Council

**STEVENS COUNTY CONSERVATION DISTRICT (Resigning Lead Agency)**

By:  Date 5/22/03  
Tom McKern, Chairman

**MEMORANDUM OF AGREEMENT**  
**WATERSHED PLANNING**  
**COLVILLE RIVER WATERSHED – WRIA 59**

**AMENDMENT NO. 1**  
**Effective June 30, 2003**

The purpose of this amendment is to provide for:

1. Changing the Lead Agency under Section 3.1;
2. Adding the following statements:
  - Severability, Section 13.0;
  - Indemnification, Section 14.0;
  - Understandings, Section 15.0; and
3. A signature line for Stevens County Conservation District, the Lead Agency.

**3.1 Changing Lead Agency:** The Lead Agency, or the Initiating Governments at the request of the Watershed Planning Unit Team, may terminate the lead agency status with a minimum of 30 days written notice. The timeline for transfer of lead agency shall be negotiated.

**13.0 Severability:** If any provision of the Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.


**14.0 Indemnification:** Each party to this agreement shall protect and hold harmless the other parties from and against all claims, suits or actions arising from any negligent act while performing under the terms of the Agreement.

**15.0 Understandings:** The original agreement signed by the Initiating Governments in September and October 2000 and this Amendment No. 1 contain all understandings between the parties, and there are no other agreements, or representations set forth or incorporated by reference herein. No subsequent modification (s) or amendment (s) of this Agreement are of any force or effect unless in writing, signed by authorized representatives of the Initiating Governments, and made a part of this contract.





IN WITNESS WHEREOF, we the undersigned have executed this Memorandum of Agreement as of the date as indicated, on six originals:

**STEVENS COUNTY (Initiating Government)**

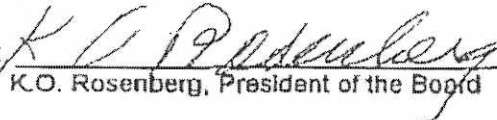
By:  Date 6/3/03  
Tony Delgado, Commissioner

By:  Date 6/3/03  
Malcolm Friedman, Commissioner

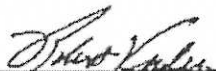
By:  Date 6/3/03  
Merrill Ott, Commissioner


By:  Date 6/2/03  
Approved as to form:  
Lloyd Nickel  
Stevens County Deputy Prosecuting Attorney

**PUBLIC UTILITY DISTRICT NO. 1 of STEVENS COUNTY (Initiating Government)**


By:  Date 6-3-03  
K.O. Rosenberg, President of the Board

**CITY OF COLVILLE (Initiating Government)**

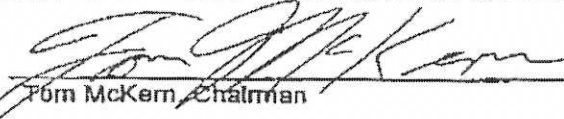
By:  Date 5/28/03  
Robert J. Anderson, Mayor

By:  Date 5/28/03  
Approved as to form:  
Patricia St. Clair  
Attorney for City of Colville

**SPOKANE TRIBE OF INDIANS (Initiating Government)**

By:  Date 6-3-03  
Chairman, Spokane Tribal Business Council

**STEVENS COUNTY CONSERVATION DISTRICT (Lead Agency)**

By:  Date 5/22/03  
Tom McKern, Chairman

**MEMORANDUM OF AGREEMENT  
WATERSHED PLANNING INITIATION  
COLVILLE RIVER WATERSHED - WRIA 59**

GRANT #G0000105

WHEREAS, the Washington Watershed Planning Act, Chapter 90.82 RCW, provides a process to plan and manage the water within the Colville River Watershed, Water Resources Inventory Area (WRIA) 59; 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 to cooperatively plan and manage the uses of Washington's water resources; and

WHEREAS, effective watershed planning cannot take place without full participation of the Initiating Governments and other government entities within the WRIA, including all Tribes with legal interest in WRIA 59.

NOW, THEREFORE, the Initiating Governments for WRIA 59 Watershed Planning agree as follows:

- 1.0 **Purpose:** The purpose of this agreement is to set forth a process, according to RCW 90.82.005, through which a thorough and cooperative method of determining the current water resource situation in WRIA 59 and to help provide local citizens with the maximum possible input concerning their goals and objectives for water resource management and development.

The ultimate goal is to locally develop and implement a comprehensive and sustainable watershed management plan for the Colville River Watershed – WRIA 59, by the people living within the watershed, who have the greatest stake in the proper, long-term management of its resources.

- 2.0 **Initiating Governments:** According to the provisions of Chapter 90.82 RCW, the eligible parties to this Agreement are Stevens County, Public Utility District No. 1 of Stevens County, City of Colville, and Spokane Tribe of Indians.
- 3.0 **Lead Agency:** Stevens County Conservation District is the lead agency, as designated by the Initiating Governments, for the purposes of convening the Initiating Governments, administering the Watershed Planning Grant Funds, contracting services, and facilitating the Planning Unit Team meetings. Project budgets and utilization of consultants shall be agreed upon by the Planning Unit Team per the process described in Section 6.1 of this agreement.

- 4.0 **Planning Unit Team:** The Planning Unit Team will be a committee formed pursuant to Chapter 90.82 RCW by the Initiating Governments to recommend water resource management policies for consideration and implementation by the agencies and tribes involved.
- 4.1 The lead agency and the Initiating Governments will prepare a proposed list of Planning Unit Team members that will be used, together with news releases (or public announcements) to solicit broad public involvement throughout the watershed process.
- 4.2 The Planning Unit Team will be composed of Initiating Governments; representatives and stakeholders with a wide range of water resources interests. The Planning Unit Team will include members representing both government and non-government entities (see Attachment A - original Planning Unit Team List).
- 4.3 The Planning Unit Team will adopt 'Operating Procedures' to direct the Team through the decision-making and other procedures of the watershed planning process.
- 5.0 **Scope:** The Phase I, II and III Watershed Planning Grants for WRIA 59, when awarded, will include funding for the elements of planning development as provided for in Chapter 90.82 RCW.
- 5.1 **Phase I:** The main focus of Phase I will be organizing the Planning Unit Team, developing operating procedures, identifying the watershed issues and elements to be included in the watershed planning, incorporating public involvement, and developing a Scope of Work for Phase II Technical Assessment. The general Scope of Work developed for WRIA 59 will be submitted with the Phase II and III grant application, to be approved by the Department of Ecology (see Attachment B - Scope of Work).
- 5.2 **Phase II:** The intended Scope of Work developed for Phase II will include the required element of **Water Quantity** and, insofar as funding allows, the optional elements of **Water Quality** and **Instream Flows**, which were chosen by the Initiating Governments according to RCW 90.82.080 and RCW 90.82.090. The first level of the Technical Assessment will be to prioritize watershed issues, collect existing data and studies to review and identify data needs (gaps), and a work plan for the second level of the Technical Assessment. The second level of the Technical Assessment will be to collect new data, develop water balances, identify and prioritize water quantity problems, and review instream flow model. Public involvement will be an ongoing element of Phase II. Then, with the 'best available science,' as determined by the Team, develop a detailed work plan outlining the Phase III Scope of Work.

5.3 **Phase III:** The Scope of Work for Phase III will include developing recommendations to resolve WRIA 59 watershed issues; develop an implementation plan, prepare a comprehensive watershed plan while incorporating public involvement throughout the process. The plan must be approved by the Planning Unit Team prior to its submittal to the Stevens County Commissioners for approval.

6.0 **Process:**

6.1 **Government members of the Planning Unit Team shall approve or reject the final plan by consensus according to RCW 90.82.130.** Governments are those entities empowered with legislative or regulatory power by state or local statutes and shall include the Spokane Tribe of Indians. For purposes of this Agreement, consensus means general concurrence with the proposed action (see Attachment C - Operating Procedures, for a complete description of the approved decision making procedures).

6.2 All decisions will be based on the accepted 'best available science,' as determined by the Team. This definition may include that 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 a majority of the representatives of local, state, and tribal governments on the Planning Unit Team.

6.3 The Planning Unit Team shall be the Policy Recommendation Committee for the watershed plan envisioned in Chapter 90.82 RCW (see Attachment C - Operating Procedures, for further explanation).

6.4 Technical advisory committee(s) may be established by the Planning Unit Team to provide reports and recommendations on specific issues.

6.5 The Initiating Governments may continue to hold meetings throughout the watershed planning process to give the Lead Agency feedback on how the District is doing (i.e., meeting their goals, needs, expectations, etc.), to maintain good communication, and help ensure a successful completion of the project.

7.0 **Tribal rights:**

7.1 Nothing, in this document or derived from the participating Tribes' representation in this process, shall be a waiver of the Tribes' sovereign immunity.

7.2 The parties recognize that the watershed planning process shall not contain provisions which conflict with Tribal treaty and Executive Order rights or will impose an obligation on the Tribal governments. They, therefore, agree that Tribal participation in this process shall not constitute an admission or agreement by the participating Tribes that any estimates of Tribal treaty and Executive Order rights are binding on it, unless the Tribes expressly so agree in writing, at the conclusion of the process, and such Tribal agreements are approved in writing by the United States.

8.0 Funding:

8.1 This agreement does not obligate the Initiating Governments to pay any operating costs for watershed planning in WRIA 59. Any such obligation in the future shall require express written agreement.

8.2 Stevens 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 Planning Unit Team. Grant funds shall be used for staff support, supplies and equipment for the process, and consultant services (Phase II portion), and may include the preparation of technical reports for review by the Planning Unit Team and associated sub-committees formed for the Colville River Watershed Planning process.

8.3 Participation on the Planning Unit Team and/or sub-committees involved in the process by officials, staff, and/or citizens shall normally be contributed time not eligible for reimbursement unless expressly approved by the Planning Unit Team and Stevens County Conservation District.

8.4 The Initiating Governments recognize the financial burden watershed planning places on units of government and support efforts to secure funding to help in accomplishing watershed planning goals. If approved by the Lead Agency and Planning Unit Team, annual budgets for Watershed Planning grant funds may include limited support for the Initiating Governments' technical services for watershed planning.

9.0 Duration:

9.1 This Agreement will operate for the duration of the watershed planning period.

9.2 Any government entity shall have the right to withdraw from the planning process at any time, by submitting a statement in writing to the Planning Unit Team. Prior to withdrawal, all parties agree to participate in mediation to attempt to resolve the concerning issues. 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.

- 10.0 **Modification:** This Agreement may be modified or amended only by a subsequent written document, signed by representatives of all the parties involved in signing this agreement, expressly stating the parties' intention to amend this Agreement. No amendment or alteration of this Agreement shall arise by implication, or course of conduct.
- 11.0 **Agreement:** The watershed planning process described in this Agreement is intended to result in cooperative management of water resources in WRIA 59. The parties agree that participation in the development of watershed plans for WRIA 59 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.
- 12.0 **Effective Date:** This Memorandum of Agreement shall become effective and commence upon execution of the Agreement by all parties.
- 13.0 **Severability:**

**Attachments**

- A Planning Unit Team List (3/23/Edition)
- B Scope of Work (final)
- C Operating Procedures (final)

IN WITNESS WHEREOF, we the undersigned have executed this Memorandum of Agreement as of the date as indicated, on one or more originals:

STEVENS COUNTY

By: [Signature] Date 10-3-00  
Fran Bessermin, Commissioner

By: - Absent - Date \_\_\_\_\_  
Fred L. Lotze, Commissioner

By: [Signature] Date 10-3-00  
Vicki Strong, Commissioner

By: [Signature] Date 9/29/2000  
Approved as to form:  
Lloyd Nichole  
Stevens County Deputy Prosecuting Attorney

PUBLIC UTILITY DISTRICT No. 1 of STEVENS COUNTY

By: [Signature] Date 10/2/00  
Deloris Lynn, President of the Board

CITY OF COLVILLE

By: [Signature] Date 9/29/00  
Bob Anderson, Mayor

By: [Signature] Date 9/29/00  
Approved as to form:  
Patty St. Clair  
Attorney for City of Colville

SPOKANE TRIBE OF INDIANS

By: [Signature] Date 9-26-00  
Alfred Peony, Chair - Spokane Tribal Business Council

***APPENDIX A4***  
***ACKNOWLEDGEMENTS FROM THE 2004 WRIA 59***  
***COLVILLE RIVER WATERSHED PLAN***

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## ACKNOWLEDGEMENTS

The Colville River Watershed Plan was developed over a five-year period through the dedicated participation and input of numerous stakeholders from the Colville River Watershed along with local, state, federal, and tribal government representatives. The individuals listed below have together contributed over 22,000 volunteer hours at more than 440 meetings to represent their constituencies or as individual concerned citizens. These hours do not reflect the additional time volunteered by the Planning Team and other community members who worked individually throughout the project to provide the necessary research, data collection, and technical information needed for the completion of the Colville River Watershed Plan.

### COLVILLE RIVER WATERSHED PLANNING TEAM

Wayne Balholm – Substitute representative for City of Chewelah	Michael Johnson – Meyers Falls Hydro Plant
Scott Barr – Landowner*	Donna Kortus – Quartzite Nursery*
Bill Bidstrop – Department of Natural Resources	John Kortus – Landowner*
Annje Bohn – Boise Cascade*	Greg Lahti – Department of Transportation
Scott Brookover – Tri-County Builders Association	Lisa Langelier – U.S. Fish & Wildlife Service
Gene Cada – Landowner*	Russ Larsen – Stevens County Public Lands Advisory Committee*
Lloyd Carlson – Agriculture	Sandy Dotts – Washington Department of Fish and Wildlife*
Elfrieda Carlson – Agriculture	Shanna Louterback – Waitts Lake Property Owners Association
John Chopot – Stimson Lumber	Ed Machtmes – Agriculture*
Joe Coates – U.S. Forest Service*	Sandra Madson – Landowner
Brian Crossley – Spokane Tribe of Indians*	Josh Marshall – Boise Cascade
Brian Culler – Private Timber Interest*	David Martineau – City of Colville*
Jim Curran – Landowner*	Mike Matney – Tri-County Builders Association
Greg Daniels – Daniels Nursery	Johnie McCanna – Northwest Alloys
Ada Davis – Cover Yur Basics (Business)	Wes McCart – Stevens County Farm Bureau Association*
Carl Davis – Landowner	Richard Oman – Landowner*
Walter Davis – Loon Lake Property Owners Association	Curtis Ott – Landowner*
Tony Delgado – Stevens County Commissioner*	Merrill Ott – Stevens County Commissioner*
Jim Degraffenreid - Stevens County	David Park – City of Chewelah*
Dennis Ferguson – City of Colville*	Rudy Peone – Spokane Tribe of Indians
Gary Fetter – Agriculture*	Bob Playfair – Landowner
Malcolm Friedman – Stevens County Commissioner*	Dick Price – Public Utility Dist. No. 1 of Stevens County*
Bruce Garcia – Washington Farm Forestry Association	Everett Rhodes – Agriculture
Joel Gassaway – City of Kettle Falls*	Jim Richardson – Loon Lake Property Owners Association
Jason Guthrie – Washington Farm Forestry Association	Ron Rose – Stevens County Cattlemen’s Association*
Lloyd Henry – Agriculture*	Ken Rosenberg – Agriculture*
Keith Holliday – Dept. of Ecology	Tim Rowe – Chewelah Golf and Country Club*
Mark Hopkins – Agriculture	Ernest Salanoa - Landowner
David Johnson – Substitute Rep. for Meyers Falls Hydro Plant	Richard Seitters – Agriculture*

Rick Seitters – Agriculture  
James Seyler – Spokane Tribe of Indians  
Elaine Simmons – Agriculture  
Jack Simmons - Landowner  
Don Strand – Department of Natural Resources

*\* Membership is currently active.*

Mimi Wainwright – Department of Ecology\*  
Gary Weythman – Agriculture  
Ozzie Wilkinson – Northwest Alloys  
Tom Wilson – Landowner\*  
Delbert Zerba – Agriculture\*

## **COMMITTEE CHAIRS**

Jim Curran – Administrative Committee Chairman  
Greg Daniels – Instream Flow Committee Chairman  
Dennis Ferguson – Technical Advisory Committee Chairman  
Joel Gassaway – Water Quality Committee Chairman  
David Martineau – Plan Development Committee Chairman  
Dick Price – Water Quantity Committee Chairman

The Colville River Watershed Planning Team and Stevens County would like to thank those of you who assisted on this project either directly or indirectly. An attempt has been made to identify below the various individuals and organizations that have provided additional assistance. We apologize if any one has been omitted.

## **ADDITIONAL ASSISTANCE**

Jeanne Bateman – SCCD  
Department of Ecology Eastern Regional Office Staff  
Farm Service Agency Staff  
Golder Associates  
KCVL Radio Staff  
Victor Kollock  
Dave Kreft – NRCS  
Tom Ledgerwood – SCCD  
Bob McBlair  
Senator Bob Morton & Staff  
Doug Rochester – NRCS  
Shelly Short – Representative Nethercutt’s District  
Coordinator  
Terry Swagerty – WSU Cooperative Extension

Chewelah Independent Staff  
Matt Ely – USGS  
Jim Gleaton – NRCS  
Sue Kahle – USGS  
Charlie Kessler – SCCD  
Al Kowitz – WSU Cooperative Extension  
Sherry Ledgerwood  
Wayne Madson – WSU Cooperative Extension  
Claudia Michalke – SCCD  
NE Tri-County Health District Staff  
Kathy Rochester  
Ray Smith – USGS  
Statesman Examiner Staff  
Bert Wasson – U.S. Forest Service

## **STEVENS COUNTY STAFF**

Julie Brown, Administrative Assistant  
Linda Kiefer, WRIA 59 Watershed Project Coordinator  
Lloyd Nickel, Prosecuting Attorney Office

## **GEOENGINEERS STAFF**

Keith Holliday – Watershed Plan  
Tonya Kahui – GIS  
Jane Preuss – Watershed Plan

**SPECIAL 'THANK YOU' TO THOSE WHO HOSTED THE WATERSHED PLANNING MEETINGS:**

Addy Grange Association	City of Chewelah
City of Colville	Debz Diner
Washington State Department of Ecology	Northwest Alloys
Public Utility District No. 1 of Stevens County	Stevens County
Stevens County Conservation District	

**SPECIAL PLANNING TEAM MEMBER RECOGNITION**

The following Planning Team member deserves special recognition for attending and assisting on almost every committee and Planning Team meeting over the five-year planning project:

Russ Larsen – Landowner and previous Water Master for the Colville River Watershed.

***APPENDIX B***  
***FUTURE WATER USE***

---

# APPENDIX B

## TABLE OF CONTENTS

	<u>Page No.</u>
<u>IRRIGATION – FUTURE WATER USE</u>	B-1
<u>ESTIMATED PERCENTAGE OF SW &amp; GW NEEDED FOR FUTURE IRRIGATION NEEDS</u>	B-2
<u>MUNICIPAL – FUTURE WATER USE</u>	B-2
<u>GROUP A PUBLIC WATER SYSTEMS AND EXEMPT WELLS- FUTURE WATER USE</u>	B-2
<u>INDUSTRIAL – FUTURE WATER USE</u>	B-2
<u>LIVESTOCK – FUTURE WATER USE</u>	B-2

**WRIA 59 WATERSHED PLANNING PROJECT**  
**CALCULATING USED TO DEVELOP THE**  
**WRIA 59 FUTURE WATER NEEDS REPORTS**  
**2/5/2004**

The WRIA 59 Water Quantity & Instream Flow Committee was tasked to research and develop a report of the future water needs for the Colville River Watershed, as one of the required information sets for the Plan. As part of their research, this committee consulted with the agricultural/farming community, the WSU Extension Office, Natural Resource Conservation Service (NRCS) Office, Department of Ecology's Water Resources Office, and other local entities, to gather as much available data for the development of the Estimated WRIA 59 Future Water Use Reports.

In January 2004, the Water Quantity & Instream Flow Committee finalized and approved the following future water use calculations to help complete the Future Water Needs Reports for the WRIA 59 Watershed Plan. The Committee submitted these calculations to the WRIA 59 Planning Team on February 5, 2004, where the report was approved for inclusion into the Plan. The report was also forwarded to US Geological Survey (USGS) to provide direction to USGS for processing the Planning Team's Ground Water (GW) Scenarios for the WRIA 59 GW Model, developed by USGS and scheduled for completion in September 2004. (The final WRIA 59 GW Model results and report will be referenced in the Watershed Plan.)

**IRRIGATION – FUTURE WATER USE:**

In dealing with a 'closed basin', the Planning Team had difficulty in developing actual estimated future water use, since under current regulations, very limited new water rights were being issues. Therefore, to estimate the future irrigation water needs, the following calculations were used:

To begin with, the number of acres of proposed irrigation in the pending water right applications with Dept. of Ecology was used, which total approximately 1,700 acres in the past 14-year period, as a basis for pent-up demand for future irrigation water. Next, the following equation was used for establishing the calculations for estimating the future irrigation water needs:

$$\begin{array}{l} 1,700 \text{ acres of irrigation (pent-up demand)} \\ \text{(divided by)} \quad \underline{\quad 14 \text{ yrs. of applications on record (as of yr. 2001)}} \\ \quad 120 \text{ acres of irrigation (estimated avg. per year of irrigated acre requests.)} \\ \text{(multiply)} \quad \underline{\quad x \quad 23 \text{ years (to project estimated irrigation increase out to year 2025)}} \\ \quad 2,760 \text{ acres of irrigation increase by 2025 (a } \mathbf{38.4\% \text{ increase by year 2025.)} \\ \text{(add)} \quad \underline{\quad +7,190 \text{ acres in irrigation as of 3/14/2002}} \\ \text{TOTAL} \quad \mathbf{9,950 \text{ ** estimated acres in irrigation as of 2025.}} \end{array}$$

(\*\*Footnote: The estimated future irrigation water use needs were based on existing new water right applications at the Department of Ecology, and do not take into account the fact that WRIA 59 has been a closed basin to new surface water allocations since 1977, and ground water allocations since 1994. Furthermore, this knowledge being public, it is possible that new water right applications were not filed in

the numbers that were estimated had the basin been open. Therefore, it is possible that these estimates could be greatly underestimated.)

### **ESTIMATED PERCENTAGE OF SW & GW NEEDED FOR FUTURE IRRIGATION NEEDS:**

In the 3/14/02 Irrigation Water Use Report, 87% of the current water use stated was surface water, and 13% was ground water. The Planning Team agreed that the percentages of surface and ground water for future water use would likely be the exact opposite of the current use, as follows: **future irrigation water use would likely be at a ratio of 20% or less from surface water and 80%+ from ground water.** This change would be due to limitations on the area's surface water resources, and the potential water resources identified in the basin's lower confined aquifer outlined in the results of the USGS WRIA 59 Water Resources Assessment Report. Members also recommended that the ratio of acre feet irrigation per acre for future water use be changed to 2 ac. ft. per year instead of the current 3 ac. ft. per year, due to increased efficiencies in new irrigation systems and per average actual needs of the area's crops.

### **MUNICIPAL – FUTURE WATER USE:**

The three municipalities of Chewelah, Colville, and Kettle Falls all have provided future projections of water use for the next 20 years. Those percentages averaged as follows for calculating the future water needs for each individual municipality below:

<b>City of Chewelah:</b>	<b>1.4%</b> estimated increase per year for Chewelah South, and <b>5.0%</b> est. increase per year for Chewelah North (golf course area)
<b>City of Colville:</b>	<b>2.7%</b> estimated increase per year.
<b>City of Kettle Falls:</b>	<b>1.2%</b> estimated increase per year.

### **GROUP A PUBLIC WATER SYSTEMS AND EXEMPT WELLS- FUTURE WATER USE:**

For the unincorporated areas of WRIA 59, per Stevens County's draft Comprehensive Plan, the estimated population growth was averaged at an estimated 1.8% increase per year. The Committee recommends using the same estimated **1.8% increase per year** for calculating the Group A Public Water Systems AND Exempt Wells future water needs.

### **INDUSTRIAL – FUTURE WATER USE:**

In reviewing the draft Stevens County Comprehensive Plan, a 1% increase per year was the average estimate for industrial growth in the unincorporated areas of the County. The Committee recommends using the estimated **1% increase per year** for calculating the industrial future water needs.

### **Livestock – Future Water Use:**

The USDA 2002 Livestock Reports were used to develop the 3/14/02 WRIA 59 Livestock Water Use Report. To calculate the future water needs for livestock in WRIA 59, the past 5 years of USDA livestock reports for Stevens County were reviewed, and then the averaged percentage of increase or decrease resulting from surveying the 5-years of data was applied to each category. The livestock future water needs calculations were figured on the below four categories, along with the projected annual changes:

1. Dairy Cows: 0% increase

2. All other cattle/calves: 0.2% increase
3. Hogs and pigs: 14.3% decrease
4. Sheep and lambs: 3.6% increase.

The overall estimated average in future livestock watering was estimated at a **2.63% decrease**.

**NOTE:** All other area livestock water use, including horses were included in the 3/14/02 Estimated Current Domestic Exempt Well Water Use Reports.

WRIA 59 Watershed Planning Future Public Water Needs & Maximum Water Rights Report Revised 8/18/04			
Water System	Max. Existing Water Rights (Acre-feet)	Water Usage (Acre-feet)	
		2000 Actual	2025 Estimate
City of Colville	2,240	1,516	2,539
City of Kettle Falls	4,509	1,479	1,923
City of Chewelah			
North	337	69	261
South	966	848	1,200
Stevens P.U.D. Systems			
Loon Lake	624	189	274
Addy	270	49	71
Waitts Lake	518	69	100
Deer Lake	625 *	173	251
Jump Off Joe	28*	33	48
Valley	358	26	38
Echo Estates	33	10	30

The PUD is currently applying to move 30 acre-feet from Deer Lake to Jump Off Joe, which, if approved, would change these amounts by 30-feet, respectively.



**APPENDIX C**  
**ONGOING PROJECTS AND ALTERNATIVES FOR FUTURE**  
**CONSIDERATION**

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## ***APPENDIX C1*** ***ONGOING PROJECTS***

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FINAL Instream Flow Scope of Work (June 16, 2006).

FINAL MOU between WDFW, Ecology, Spokane Tribe and WRIA 59 Planning Team for the 2006-2007 WRIA 59 Instream Flow Study (Signed April 2006).

WRIA 59 Instream Flow Roadmap (August 10, 2004).



Washington  
Department of  
**FISH and  
WILDLIFE**

RE: WDFW/DOE  
Inst. Flow- APPROVAL LETTER  
SCOPE of work

RECEIVED  
AUG - 7 2006  
BY: *[Signature]*

12315 North Discovery Place, Spokane Valley, WA 99216-1566 - 509-892-1001 - Fax 509-921-2440

July 11, 2006

Linda Kiefer, Project Manager  
Colville River Watershed Planning Unit  
215 S. Oak Street  
Colville, WA 99114

Dear Linda,

In response to your letter dated June 16, 2006, the revised WRIA 59 instream flow assessment scope of work has been reviewed and approved by WDFW and Ecology. As always, if you have any questions or technical assistance needs, please feel free to contact us.

Sincerely,

*[Signature of Sandy Dotts]*

Sandy Dotts  
Watershed Stewardship Team Biologist  
Washington Department of Fish and Wildlife

*[Signature of Jaime Short]*

Jaime Short  
Watershed Technician  
Washington State Department of Ecology

encl.

cc: Hal Beccher, WDFW  
Mark Wachtel, WDFW  
Brian Farmer, Ecology  
Brad Caldwell, Ecology

CI-1

**WRIA 59 Watershed Planning Project**  
**WRIA 59 2005 – 2007 Instream Flow Project**

**SCOPE OF WORK**

*Revised June 16, 2006*

**GOAL:** The WRIA 59 Watershed Plan calls for assessing the instream flows, negotiating those flows with the state agencies, and then proceeding with rulemaking on those water bodies with mutually agreed upon minimum instream flows. The goal of the rule change is to ‘open the basin’ and locally manage the water resources by instream flows instead of basin closure, balancing the instream and out of stream needs as stated in the WRIA 59 Watershed Plan.

Management of the water resources would be accomplished with the assistance of the WRIA 59 Water Resource Management Board, and a DOE representative, according to the process outlined in the WRIA 59 Detailed Implementation Plan.

**OBJECTIVE:** To perform an instream flow study, consistent with the MOU between Washington Department of Fish and Wildlife (WDFW), Washington Department of Ecology (WDOE), Spokane Tribe of Indians (STOI), and the WRIA 59 Planning Team (Planning Team) - together with Stevens County as Lead Agency, on the tributaries and mainstem of the Colville River.

**TASK 1.0 PROJECT ADMINISTRATION AND FACILITATION**

***Purpose:*** *To ensure that work conducted meets the intent of the WRIA 59 Watershed Plan and satisfies the contractual agreement between Stevens County and the Washington State Dept. of Ecology.*

**Sub-Task 1.1 Public Participation and Awareness Program**

- A. News releases will be developed and published on an ongoing basis to inform and make efforts to include the public in meetings and workshops to be held regarding the WRIA 59 Instream Flow Assessment Project.
- B. At least three (3) public workshops will be held to acquaint the public with the WRIA 59 Instream Flow Assessment Project. Workshops will be held before, during and after the completion of the project. All workshops will provide an opportunity for comment on the project.
- C. Public awareness efforts for watershed residents will continue to be developed and implemented in coordination with the ongoing watershed planning process.

- D. The consultant will prepare and present an introduction on the basic biological needs of fish at one of the public workshops.

#### **Sub-Task 1.2 Program Administration, Reporting and Fiscal Management**

- A. Members of the WRIA 59 Instream Flow Committee, together with the WRIA 59 Administrative Committee, and together with Stevens County, as Lead Agency, will be responsible for developing Request for Qualifications (RFQ), Requests for Proposals (RFP), negotiating contract agreements and other documents used to hire consultants or other contractors to support the WRIA 59 Instream Flow Project, and serve as the Selection Committee to hire consultants and/or other support staff.
- B. The WRIA 59 Instream Flow Committee will oversee the ongoing contract oversight for the project.
- C. The WRIA 59 Watershed Project Manager will provide the WRIA 59 Instream Flow Committee with ongoing monthly budget expense reports, and request input and ongoing direction from the Committee to provide sound fiscal management of the project funds.

#### **Sub-Task 1.3 Facilitation & Coordination of Meetings**

- A. The WRIA 59 Watershed Project Manager will provide ongoing facilitation and coordination of WRIA 59 Planning Team Meetings, and assist with the facilitation and coordination of the WRIA 59 Instream Flow Committee Meetings and all public meetings during the WRIA 59 Instream Flow Study Project, under the guidance of the Planning Team's 6/2/05 Operating Procedures.

### **TASK 2.0 DEVELOP ESTIMATES OF INSTREAM FLOW NEEDS**

***Purpose:** To develop estimates of the minimum flow required for maintaining the vitality of the Colville River. A thorough, science-based review of instream flows needed to maintain water quality and trout habitat will be a component of the set of information relied upon for determining the availability of water for additional uses. The Wetted Width Method, together with the Toe Width method where applicable, will provide a basis for making recommendations for instream flows on the Colville River and its tributaries.*

#### **Sub-Task 2.1 Conduct Instream Flow Study using Wetted Width Method\*\***

*(\*\*For background on accepted method, see WDFW's and WDOE's 7/29/05 Response Letter to the WRIA 59 Planning Team.)*

- A. Streams to be assessed include:
  1. Colville River mainstem
  2. Mill Creek
  3. Little Pend Oreille River

4. Chewelah, South Fork Chewelah, and North Fork Chewelah creeks
  5. Cottonwood Creek
  6. Grouse Creek
  7. Deer Creek
  8. Sheep Creek
  9. Huckleberry Creek
  10. Stranger Creek
  11. Haller Creek
  12. Stensgar Creek
  13. Bulldog Creek
  14. Blue Creek
  15. Gold Creek
  16. Thomason Creek
  17. Sherwood Creek
  18. Waitts Creek
- B. Flow and habitat data will be collected at transects established on each stream from high flows in the spring (April) through low flows in the fall (September).
- C. Consultant will develop and oversee a Quality Assurance Project Plan (QAPP) process for the instream flow study.
- D. Consultant will develop and implement method(s) to estimate high flows in the spring pending approval of WDFW and WDOE.
- E. As soon as flow conditions allow, using a combination of Planning Team volunteers, WDFW, WDOE, and STOI staff, utilize the wetted width method, and toe width method where applicable, for the instream flow study as follows:
1. Form Field Teams each consisting of one Planning Team member and one agency staff and/or one STOI water resource staff.
  2. The Planning Team and/or consultant will be responsible for management of data collected during the assessment.
- F. Consultants will review areas where toe width data, in addition to the information gathered using the wetted width method, may be beneficial for assessing instream flow needs.
- G. Establish and maintain a photo point at each site.
- H. Assess fish habitat for Rainbow Trout as the primary fish species and/or Brook Trout as the secondary fish species.

C1-4

### **TASK 3.0 INSTREAM FLOW RECOMMENDATIONS**

#### **Sub-Task 3.1 Compile and summarize flow information.**

- A. The Planning Team will include a summary of existing Washington State Water Laws and policies, which outline the goals and standards used to establish an instream flow. In addition, the Planning Team will describe how the proposed instream flows do or do not meet the state's laws and policies, including applicable portions of the WRIA 59 Watershed Plan relating to instream flows

#### **Sub-Task 3.2 Develop Flow Recommendations**

- A. The Planning Team will develop flow recommendations taking into consideration: the consultant's recommendations, Water Quality impacts, out of stream uses, and water management tools such as temporary seasonal closures/openings.
- B. Conduct public workshop on proposed minimum flow recommendations.
- C. Planning Team will negotiate recommendations with the agencies.
- D. Recommend flows to Dept. of Ecology for rule making.
- E. Ecology to set public hearings.

# MEMORANDUM OF UNDERSTANDING

Between  
Washington Department of Fish and Wildlife,  
Washington State Department of Ecology,  
Spokane Tribe of Indians,  
And  
WRIA 59 Watershed Planning Team, together with  
Stevens County as Lead Agency,

For the

## 2006-07 WRIA 59 INSTREAM FLOW STUDY

This memorandum of understanding is entered into between the Washington Department of Fish and Wildlife (WDFW), Washington State Department of Ecology (WDOE), Spokane Tribe of Indians (STOI), and the WRIA 59 Watershed Planning Team (Planning Team) – together with Stevens County as Lead Agency, for the purpose of identifying and clarifying roles and responsibilities of each in the WRIA 59 Instream Flow Assessment Project.

The parties hereto agree as follows:

### WASHINGTON DEPARTMENT OF FISH AND WILDLIFE will:

1. Provide technical assistance to the Planning Team to assess minimum instream flows in WRIA 59 on the Colville River and up to 19 tributaries in the collaborative manner described in Chapter 90.82 RCW.
2. Commit WDFW staff resources as follows:
  - a. Watershed Stewardship Team Biologist, not to exceed 1040 hours
  - b. Fish Biologist, not to exceed 80 hours
  - c. Water Team Biologist(s), not to exceed 120 hours
3. Assist the Planning Team with preparation and review of a scope of work for the instream flow assessment.
4. Provide training in the wetted width methodology and toe width methodology to Planning Team volunteers.
5. Assist Planning Team in selecting instream flow habitat and flow (discharge) transects.
6. Assist Planning Team in selecting focal fish species for each stream assessed.
7. Assist the Planning Team with field data collection using the wetted width methodology, and toe width methodology where applicable, for the WRIA 59 Instream Flow Assessment.
8. WDFW field workers will ensure that a Planning Team member participates in all fieldwork where landowner permission was granted to the Planning Team members.
9. Review and comment on Planning Team and/or consultant generated instream flow assessment reports.

C1-6



10. Participate, along with WDOE, in formal and informal negotiation of minimum instream flows.
11. Work collaboratively with WDOE and other State Agencies as appropriate per RCW 90.82.060(7) and the Chapters 246/247, Laws of 1998.
12. Participate in meetings of the Planning Team's Instream Flow Committee.

**WASHINGTON DEPARTMENT OF ECOLOGY will:**

Provide technical assistance to the Planning Team to assess minimum instream flows in WRIA 59 on the Colville River and up to 19 tributaries in the collaborative manner described in Chapter 90.82 RCW.

1. Commit Ecology staff resources as follows:
  - a. Shorelands & Environmental Assistance (SEA) and Water Resource (WR) Program staff, throughout the term of the WRIA 59 Instream Flow Project.
2. Assist the Planning Team with preparation and review of a scope of work for the instream flow assessment.
3. Assist Planning Team in selecting instream flow habitat and flow (discharge) transects
4. Assist the Team with field data collection using the wetted width methodology, and toe width methodology where applicable, for the WRIA 59 Instream Flow Assessment.
5. WDOE field workers will ensure that a Planning Team member participates in all fieldwork where landowner permission was granted to the Planning Team members.
6. Provide one field worker with one vehicle for use during the fieldwork data collections.
7. Review and comment on Planning Team and/or consultant generated instream flow assessment reports.
8. Participate, along with WDFW, in formal and informal negotiation of minimum instream flows.
9. Work collaboratively with WDFW and other State Agencies as appropriate per RCW 90.82.060(7) and the Chapters 246/247, Laws of 1998.
10. Participate in meetings of the Planning Team's Instream Flow Committee.
11. Consult with Spokane Tribe of Indians and other affected tribes.

**SPOKANE TRIBE OF INDIANS will:**

1. Commit two (2) water resource staff to assist the Planning Team in the collection of stream flow measurements in WRIA 59 on the Colville River and up to 19 tributaries, during spring through fall 2006, in the collaborative manner described in Chapter 90.82 RCW.
2. Assist the Team with field data collection using the wetted width methodology, and toe width methodology where applicable, for the WRIA 59 Instream Flow Assessment.
3. Provide one vehicle for use during the fieldwork data collections.
4. STOI water resource staff will ensure that a Planning Team member participates in all fieldwork where landowner permission was granted to the Planning Team members

**WRIA 59 WATERSHED PLANNING TEAM, together with STEVENS COUNTY as Lead Agency, will:**

1. Develop a scope of work for WRIA 59 Instream Flow Assessment and submit to WDFW and WDOE for review and approval. Scope of work shall include a list of tributaries to be assessed, methodology(ies) to be used for the assessment, schedule of data collection.
2. In coordination with WDFW and WDOE, establish habitat and flow (discharge) transects.
3. In coordination with WDFW, develop a list of focal fish species.
4. Coordinate and schedule volunteer labor to collect field data using the wetted width methodology, and toe width methodology where applicable, for the WRIA 59 Instream Flow Assessment.
5. Ensure that volunteers participate in WDFW training on wetted width methodology, and toe width methodology.
6. Provide volunteers with all necessary equipment, including safety equipment, needed to collect field data.
7. Provide volunteers with liability insurance through Stevens County, as Lead Agency.
8. Provide oversight and coordination of the Planning Team's Instream Flow Committee meetings.
9. Compile and manage a database of the WRIA 59 instream flow data collected in 2006.
10. Conduct (or contract through Lead Agency) instream flow data analysis and reporting.
11. Gain and maintain landowner permission to conduct instream flow assessment, including fisheries assessments, on identified tributaries and mainstem Colville River. Landowner permission has been granted to the Planning Team as long as Planning Team members accompany WDFW, WDOE fieldworkers and/or STOI water resource staff on the 2006 stream flow work.
12. Planning Team field workers will ensure that a WDFW, WDOE, or STOI fieldworker participates in all fieldwork during data collections, where landowner permission was granted to the Planning Team members.
13. Coordinate negotiation of minimum instream flows with WDFW and WDOE.
14. Conduct public outreach regarding instream flow assessment.

This agreement involves no exchange of funds between parties.

**TERMINATION:** This agreement shall be effective on the date of last signature and shall terminate January 31, 2008 as mutually agreed, or upon 30 days written notice by one of the parties. Prior to any early termination of this agreement, all parties shall make every effort to work through concerns.

This agreement may be amended as mutually agreed.

C1-8

Each party hereto has caused this memorandum of understanding to be executed by an authorized official on the day and year set forth below.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Signature: *John Anderson* Date: 4/29/06  
Name: *John Anderson* Title: Regional Director

WASHINGTON DEPARTMENT OF ECOLOGY

Signature: *Brian Farmer* Date: 4/12/06  
Name: *Brian Farmer* Title: Section Manager - SEIA  
Signature: *Keith Ustoffer* Date: 4/12/06  
Name: *Keith Ustoffer* Title: Section Manager, WTRP

SPOKANE TRIBE OF INDIANS

Signature: *Rudy J. Peone* Date: 4/13/06  
Name: *Rudy J. Peone* Title: Director DNA

WRIA 59 COLVILLE WATERSHED PLANNING TEAM

Signature: *James O'Curran* Date: 4-12-06  
Name: *Jim* Title: Landowner

STEVENS COUNTY, AS LEAD AGENCY

Signature: *Merrill J. Ott* Date: 4-25-06  
Name: *Merrill J. Ott* Title: Chairman

WRIA 59 WATERSHED PLANNING PROJECT  
**WRIA 59 INSTREAM FLOW ROADMAP**  
FOR IMPLEMENTATION

*8/10/04 Team Revised & Approved*

*NOTE: Prior to beginning the WRIA 59 Instream Flow work, the WRIA Watershed Plan will need to be adopted by Stevens County (estimated timeline: Nov. 4 – Feb. 2005), and preferably, the Phase IV Grant Application approved for funding (Nov. '04 – Feb. '05).*

*The following Scope of Work and resources outlined assumes instream flows will be done for the Colville River mainstem and 10 tributaries within this work, based on using the wetted perimeter method on both the mainstem and tributaries. (Other methods and options are available for use; however, this scope was budgeted per the above noted parameters):*

1. **Draft Scope of Work:** (start Jan. 2005)
  - 120 hrs WDFW Watershed Steward (WS) & Ecology
  - a. Prioritization of Sub-basins (Attachment A)
  - b. Species (Attachment B)
  - c. Methodologies (Attachment B)
  - d. Field Reconnaissance
2. **Develop Final Scope of Work and Agency Review:** (April 2005)
  - 16 hrs WDFW (WS) and Water Team Bio, & Ecology (incl. HQ)
3. **Field work:** (April 2005 – Sept. 2005)
  - a. Training: 20 hrs WDFW Water Team
  - a. Site Selection: 40 hrs WDFW & 40 Ecology Hydrologist\*
  - b. Data Collection & Progress Meetings: 80 hrs WDFW Fish Biologist & 500 hrs (WS) & Ecology
4. **Data Analysis & Report:** (Oct. 2005 – March 2006)
  - 100 hrs contracted and/or volunteer technical work
5. **Data Gap Collection & Analysis:** (April 2006 – Sept. 2006)
  - 40 hrs WDFW (WS) & Ecology
  - Primary Goal: Provide opportunity to fill in any data gaps realized from Phase I instream flow work.
  - Secondary Goal: Consider performing instream flow work on additional tributaries in the basin at this timeframe (Phase II), if funding allows.
6. **Preliminary Instream Flow Negotiations with Agencies:** (April 2006 – Dec. 2006)
  - 80 hrs WDFW & Ecology
7. **Public Outreach, Tribal Consultation, and Final Negotiations:** (June 2006 – Dec. 2006)
  - 40 hrs WDFW & Ecology
8. **Rule Making:** (Jan. 2007 - )
  - File CR101 to request Rulemaking
  - Ecology

*\* Also decide in field where to do ongoing stream flow monitoring.*

*(NOTE: Resource estimates did not include travel.)*

C1-10

## ATTACHMENT "A"

### TO ROADMAP FOR WRIA 59 INSTREAM FLOW WORK

## PRIORITIZATION OF SUB-BASINS

8/10/04 DRAFT

Develop Criteria to help determine how to prioritize Instream Flow Work:

#### EXAMPLE CRITERIA:

- Consider instream flows with respect to current and or potential future water demands
- Consider how future flows may impact recreation (swimming, fishing, boating/rafting/canoeing)
- Consider likely locations of potential storage and/or hydro projects
- Consider how future flows will impact potential ESA listings
- Consider where and access for instream flow control points
- Consider where flow affects overall watershed health
- Consider where long-term hydrological data is available
- Consider historical instream flow work, e.g. 1977 Basin Management flow work for the following creeks/river segments Sheep, Deer, Huckleberry, Cottonwood, Chewelah, Upper Colville, Stensgar, Stranger, Little Pend Oreille, Haller, Mill and Lower Colville.

###

CI-11

## ATTACHMENT "B"

### TO ROADMAP FOR WRIA 59 INSTREAM FLOW WORK

# SELECTING SPECIES & METHODOLOGIES

8/10/04 DRAFT

#### SPECIES

To establish instream flows that best protect a wide range of fish habitats, WDFW recommends that the planning unit select a spring-spawning trout and a fall-spawning trout as focal species for instream flow study. Spring-spawning trout found in WRIA 59 include redband/rainbow trout and cutthroat trout, both native to the drainage. Fall-spawning trout are eastern brook trout and brown trout, both non-natives to the system. It may also be a good idea to select different species for the tributaries and mainstem. For example, redband/rainbow trout utilize both the mainstem and tributaries, but cutthroat trout are mostly limited to the tributaries. Brown trout are fluvial in WRIA 59. They utilize the tributaries for spawning, but spend most of their life cycle in the mainstem Colville River. Brook trout distribution is mostly limited to tributaries. So, to capture all habitat types, the planning may select, for example, redband/rainbow trout (spring spawner) and brown trout (fall spawning) as focal species for the Colville River mainstem and redband/rainbow trout (spring spawner) and eastern brook trout (fall spawner) for the tributaries.

#### METHODOLOGIES – Wetted Perimeter Method

The Wetted Perimeter Method would be appropriate for all tributaries and the mainstem Colville River and is recommended by WDFW and DOE.

The Wetted Perimeter Method uses measurements of hydraulic habitat to derive recommendations and assumes a relationship between habitat and biology. It is straightforward and requires no computer modeling – only simple graphs. It results in understandable information that makes sense. It is inexpensive and does not require extensive training for field methods.

Field measurements are taken to determine how habitat, as measured by several indices, changes as flow changes. In WRIA 59, it can be anticipated that habitat will increase rapidly at first as flow increases above no flow, and then will increase less rapidly at higher flows. By graphing the results, a flow or range of flows can be identified that is an inflection point or zone.

#### METHODOLOGIES – Other

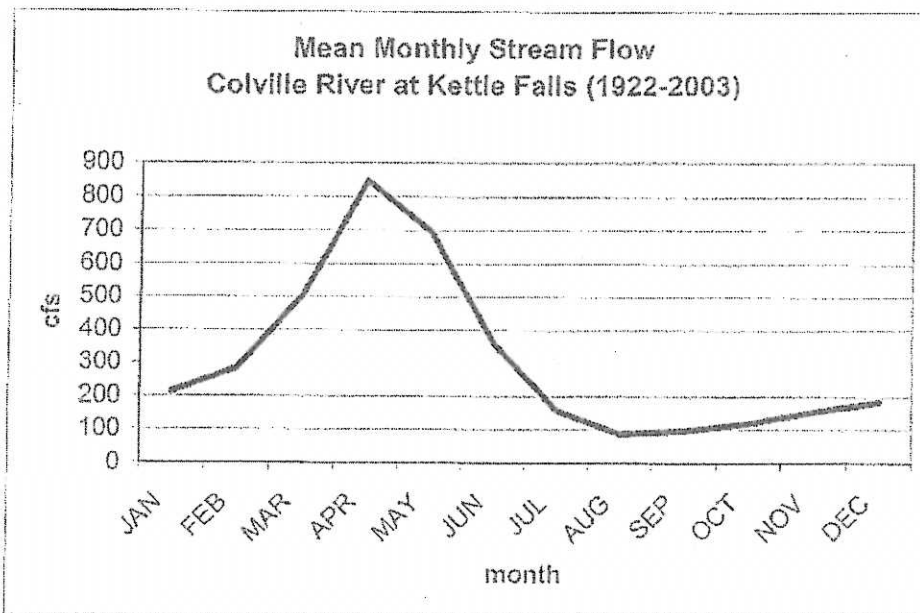
Descriptions of other instream flow methodologies are attached. The planning unit may wish to review the appropriateness of these methodologies for use in WRIA 59 with WDFW and DOE.

### SITE SELECTION

Sites should be selected and survey transects (2-4) established which represent a variety of important habitat types such as at riffles, pools, and other areas sensitive to changes in flow. These are called "Habitat Transects". One transect should also be established to measure discharge (i.e., rate of flow). This transect may be a habitat transect or it may be a separate "Discharge Transect". All transects should be located below most diversions and potential diversions in the stream system. Transects should be well marked in the field so that they may be easily relocated.

### DATA COLLECTION

It is important to collect data at a range of flows, from high flows in late April to low flows in August/September (see graph below). For WRIA 59, a reasonable number of flows which should be surveyed would be a total of seven or eight taken approximately every 3 weeks between late-April (approx. 25<sup>th</sup>) and mid-September (approx. 20<sup>th</sup>).



At each flow at the discharge transect, depth and velocity should be measured at

evenly spaced intervals (e.g., 1 ft, 0.5 ft, 0.25 ft) to get at least 30 measuring points in the water at the first flow.

At each flow at all transects the water depth should be measured at the following locations along the transect: (1) water's edges (WE); (2) points closest to banks where depth = 0.5 ft; and, (3) endpoints of mid-channel sections where depth < 0.5 ft. Dominant substrate (i.e., silt, sand, gravel categories, cobble categories, boulder, bedrock) and cover type (i.e., riparian trees, grass, undercut banks) should also be recorded. These measurements should be taken at distances on the tape. Thus, a hypothetical recording for a transect might read as follows:

C1-13

TABLE 1: Hypothetical recording for a transect:

Distance	Depth	Substrate	Cover	Comments
0.5'	HP			
2.25'	Top of bank	Silt		
2.4'	Toe of bank	Silt/sand		
3.2'	WE	1.5-3" gravel		
4.7'	0.5'	1.5-3" gravel		
9.2'	Top of bank, WE, 0.5'	1.5-3" gravel	Undercut bank	Over 0.5' from 4.7-9.2 = 4.5' wide
10.3'	HP			

Fish presence and distribution should also be determined. This can be done by snorkel survey. The purpose of fish observations is to determine/validate fish habitat preferences; are our assumptions about what habitats fish select correct? For snorkel surveys, each transect should be surveyed by one person from downstream to observe fish distribution. Snorkeling should be done before transect measurements are taken to avoid disturbance. Fish locations should also be recorded on the data sheet.

#### TRAINING

WDFW can provide training (1-2 days) to volunteers of the WRIA 59 watershed-planning unit on the Wetted Perimeter Method. Ideally, training would occur at sites, which have been selected as actual survey locations so that data collected during training can be used to help establish instream flow numbers.

#### EQUIPMENT

Equipment needed to conduct an instream flow study using the Wetted Perimeter Method includes:

- Current meter on a top-setting wading rod (\$2,000+)
- Water-proof tape measure (e.g., fiberglass, vinyl)
- Measuring rod/pole
- Flagging and stakes for marking transects



## SUMMARY OF METHODS FOR DETERMINING INSTREAM FLOW<sup>1</sup>

### Tennant Method

Type: Quick – office  
Data needs: Mean annual flow  
Rationale: Subjective rating (by eye of a fish habitat biologist) of many different streams at many different flows led to a rating for % of mean annual flow  
Pros/Cons: Assumes a relationship between flows and fish; based on hydrological data only and has been criticized for being over-simplified; effort required is minimal and can be useful in generating information quickly; method yields a single instream flow number  
Reference: Tennant 1976

### IFIM Regression Analysis

Type: Quick – office  
Data needs: Mean annual flow  
Rationale: Results of detailed site-specific studies using IFIM/PHABSIM (see below) were run through multiple regressions to yield species and life-stage-specific equations. Developed with WDFW oversight.  
Pros/Cons: Refer to “Instream Flow Incremental Methodology” below.  
Reference: Hatfield and Bruce 2000

### Toe Width Method

Type: Quick – field  
Data needs: Average width between toe of bank (may or may not be wetted) at pool tails or riffles; only single site visit is required  
Rationale: Spawning flows based on measurements of amount of spawning habitat at many different flows, regression against many watershed and channel variables; rearing based on wetted perimeter vs. flow inflection.  
Pros/Cons: Method yields a single number for the flows fish prefer for spawning/rearing; can overestimate flows in very small streams and underestimate in large ones; best suited for use in small streams; field measurements are simple and quick  
Reference: Collings 1974; Collings et al. 1972; Swift 1976

**Wetted Perimeter**

- Type: Moderate – field
- Data needs: Repeated measurements of relevant habitat variables (e.g., wetted width, width >6" depth, connection to side channels, etc.) at different flows; graph and determine inflection points; inflection points are candidates for instream flows
- Rationale: Uses measurements of hydraulic habitat to derive recommendations and assumes a relationship between habitat and biology.
- Pros/Cons: Straight-forward, requires no computer modeling; results in understandable information that makes sense; inexpensive and not a lot of training required for field measurements
- Reference: Annear and Condor 1984; Dunbar et al. 1998; Grant et al. 1992; Gippel and Stewardson 1996; Nelson 1980; Tennant 1976; Stalnaker and Arnette 1976

**Instream Flow Incremental Methodology/Physical Habitat Simulation (IFIM/PHABSIM)**

- Type: Intensive – field
- Data needs: Multiple measurements of multiple transects, calibration of hydraulic simulation, integration with habitat suitability criteria for species and life states of interest
- Rationale: Changes in flow result in changes in distribution of depth, velocity, substrate, and cover and where these factors are suitable for particular fish is good habitat; the amount of good habitat can be determined by a computer map of stream at different flows; computer calculates habitat value based on depth, velocity, substrate, and cover; validation of some key assumptions in Washington.
- Pros/Cons: Species-specific modeling; time consuming and expensive
- Reference: Beecher et al. 2002, 1995, 1997; Bovee et al. 1998

**Range of Variability Approach (RVA)**

- Type: Quick – office
- Data needs: Complete, daily hydrological data for a minimum of 10 years
- Rationale: Natural river/stream and its biota need natural flow with all its variables
- Pros/Cons: Hydrology is the only ecosystem component addressed; level of effort required to determine instream flow is minimal, however acquiring a "natural" streamflow record of sufficient length can be difficult.
- Reference: Richter et al 1997

***APPENDIX C2***  
***PROJECT ALTERNATIVES FOR FUTURE***  
***CONSIDERATION***

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## APPENDIX C2

# WRIA 59 WATERSHED PLANNING PROJECT PARKING LOT ITEMS FROM MISSION, ISSUES, GOALS, OBJECTIVES, & ALTERNATIVES TO BE CONSIDERED DURING IMPLEMENTATION OR FUTURE WATERSHED PLAN UPDATE

10/28/04

### I. Miscellaneous Recommended Actions

#### (1) WRIA 59 Ground Water Model Scenarios:

*Due to limited time and budget, USGS was not able to accept all of the Planning Team's recommended scenarios to be ran on the GW Model during it's development. The Planning Team had developed 11 scenarios and only eight could be incorporated into the USGS work. Therefore, the Planning Team asked that scenarios # 7, 8, and 9 be placed into the Parking Lot for future considerations for testing on the model once it is completed and in operation in Stevens County:*

1. (#7 scenario) Focus on Loon Lake area and effects of future water demands on the surface water (lakes and streams). Run model with new wells or increased usage from existing wells.
2. (#8 scenario) Focus on Chewelah Golf Course area for effects of future wells to water golf course might have on surface water. 200 more homes.
3. (#9 scenario) Run model for effects of use of springs or a pond in the Mill Creek area. 90-150 gpm summer irrigation.

#### (2) Duties of Full Time Water Master – Alternative Action:

*This recommended action was taken out of the MIGOA actions on 3/9/04, to be considered at a future date:*

Review locations of new well applications, in sensitive (critical water resource areas.) These areas are to be determined through technical assessments, use of new ground water mode, and other appropriate water resource tools for the watershed.) A future Stevens County ordinance may be necessary, depending upon results of ground water model, to guide the reviews of well applications in sensitive areas.

#### (3) Original 4/16/04 Recommendation re Irrigation Provisions under Exempt Well Law

*This goal, objective and recommended actions were extracted from recommendations by Planning Team – 9/2/04. The Planning Team elected to have this action saved in the Appendix C Parking Lot items, and used again at a later date if/as needed IF the current Kim Court Case ruling on the Exempt Well Statute changes. If the ruling no*

*longer covers commercial irrigation under Exempt Well Statute, then consider adding this action back into the Plan during implementation or a future update to the plan. For additional information on the Kim Case, see Section 1.2.3.2.1 under title, 'Water Resource Case Law Applicable to WRIA 59' of this Plan.*

**Goal: CHANGE EXEMPT WELL LAW TO INCLUDE IRRIGATION FOR COMMERCIAL PURPOSES UNDER THE 5000 GPD LIMITATION**

**Objective:** Change Exempt Well Law to allow commercial irrigation use under the exempt well uses, and to increase the 1/2 acre use limitation in the exempt well statute (RCW 90.44.050). The purpose of the requested changes is to provide for the maximum net benefits for the people from exempt well water, and to help provide increased economic opportunities within the watershed (per RCW 90.54.020(2)), while staying within the 5000 gallon per day (gpd) use limit. By increasing the ½-acre limitation for irrigation, wise management practices could extend the acreage irrigated through drip-irrigation and/or other water conservation practices.

**Action #1:** Petition Legislators to change the Exempt Well Statute to include 'Irrigation for Commercial Purposes', and to increase the 1/2 acre use limitation, provided that water usage does not exceed the 5000 gpd limit.

(Other wording considered was to replace the wording after 'Well Statute', to add in wording from RCW 90.44.050, after not exceeding one-half acre in area' to say 'or commercial gardens of any size, using high tech, low volume conservation techniques, provided that the water usage does not exceed the 5000 gpd limit.')

**Action #2:** Obligate Ecology to issue water rights for Irrigation for Commercial Purposes for WRIA 59, according to the revised Exempt Well Statute.

**(4) RE: Adjudication of Watershed:**

*This recommendation came in after the Planning Team had already provided direction for the Adjudication of WRIA 59 Watershed recommended actions. Therefore, this recommended action was placed in Parking Lot for possible future consideration:*

**On Water Quantity Table, Goal #3, Objective 'g', Action #i:** Instead of stating 'Petition Legislators to change existing adjudication process in Washington State to meet this objective', change wording to 'In accordance with RCW 90.03.105, obligate Ecology to perform an adjudication of the watershed' so that this would be the first action for Objective #g.

**(5) RE: Short-Term Temporary Permits:**

*This recommended action was moved to the Parking Lot for future consideration, if needed, once instream flows are completed and approved. If short-term temporary permits are not approved, then reuse the following recommended action:*

**On Water Quantity Table, Goal #3, Objective 'h', new action #i:** #3(h)i: Obligate Ecology to establish and administer an emergency rule to implement 'Short Term Permitting Objective'.

**(6) Misc. Early Considerations that were not carried forward:**

- a) Consider including climatic impacts on watershed planning (contact: University of Washington, 'Climate Impacts Group', (206) 616-5349)
- b) Consider projects that would improve fish habitat by returning portions of the river to original habitat/stream bed.

- c) Work with US Fish & Wildlife to develop a candidate species conservation agreement for West Slope Cutthroat Trout.
- d)

## II. Implementation Phase – Items for Consideration

### (1) Recommended Tasks for Implementation Team (Phase IV work):

*Stevens County submitted the following discussion paper during the public comment period on the 8/25/04 Draft Watershed Plan. The Planning Team chose to place this document into the Appendix C Parking Lot, for consideration of providing additional guidelines to assist the Planning Team during Phase IV – Implementation:*

**QUESTIONS FOR THE IMPLEMENTATION TEAM’S CONSIDERATION:** An area of concern is how the Watershed Plan will integrate in the overall planning on land use for the County. When the Implementation Team works on developing the specific details for the issues, goals, objectives, and alternative actions of this Plan, it will be important to task the Team to question their actions to determine what the future management and prioritization of each recommended actions. Rhetorically, the following questions, for example, would help illuminate the long-term concepts that need to be clearly answered for the public benefit:

- a. What, specifically, will be managed?
- b. If it is water storage, who will be responsible?
- c. Who will directly benefit from the project(s)?
- d. Is it going to fall upon other appropriate agencies to do the work, such as the Conservation District, which has traditionally been more involved in these issues than other agencies?
- e. Will the municipalities receive more water allocation?
- f. Will the PUD systems receive more water allocation?
- g. What is the intended purpose to conserve water?
- h. Is it for mitigation of low flow to open the basin and eventually be set to issue more water rights?
- i. Or is it to control the promulgation of exempt wells?
- j. Will policies be asked for to restrict the drilling of exempt wells in areas that are proven to be short of water?
- k. There are instances in counties that lack water in certain areas where drilling moratoriums have been set. Is this envisioned as a function of the watershed advisory group?

### (2) Draft Framework Objective & Action Items:

**RE: Objective #2 and all four actions for Planning Issue #1, Goal 4:** *During the final reviews of the Draft Watershed Plan, the Planning Team elected to take out Objective #2 and all four actions of the developed recommendations for Issue #1, Goal #4, and place this section into the Parking Lot to be considered again during implementation. The Planning Team could not come to agreement on the specifics outlined in the recommendations below, and chose to move the detailed work on into implementation phase to be revisited at that time for completion.*

**Objective 2: ESTABLISH STEVENS COUNTY WATE RESOURCE ADVISORY GROUP:**  
To provide continued opportunity for local citizens to work together with local and state

governments on the on-going implementation of the WRIA 59 management of the watershed's water resources on into the future.

**Action 1:** Through an Memorandum of Agreement (MOA) process, between the County and the Implementation Team, at the end of Phase IV, set up a WRIA 59 Water Resources Management Board (Board) that will take the place of the Implementation Team, to ensure continuation of the local management of the water resources in accordance to the WRIA 59 Watershed Plan.

**Action 2:** Obligate Stevens County Legislative Authorities to appoint the Board, to provide on-going local recommendations and coordination for the management of the WRIA 59 water resources, in accordance to the WRIA 59 Watershed Plan and current laws, including the development of local water resource policies that are consistent with Stevens County Comprehensive Plan, and consistent with the authority of the County, and with the Watershed Plan Laws, case laws, and work together with federal agencies in a collaborative process regarding water resources on federal (public) lands (through a Memorandum of Agreement (MOA) between the County and appropriate federal agencies).

**Action 3:** Obligate Stevens County Legislative Authorities to set up the Board so that the Board will be made up of local citizens and government representatives. The Board will include, but is not limited to representation from each of the following interest groups: Ag/Farming Irrigators, Livestock Associations, Business, Building and Realtor Associations, Environmental/Conservation Groups, Forestry/Natural Resources Groups, Stevens County Planning Commission\*, Stevens County Water Conservancy Board, Municipal and Public Water Systems, Private Landowners with exempt wells, together with other local and state governments, NRCS, SCCD, USFS, and USFWS. The Board will be advisory to and accountable to the Stevens County Commissioners.

The intent of the Watershed Planning Team by setting up the Board and throughout implementation of the Watershed Plan, to provide ongoing local public input into the local water resource management process.

**Action 4:** Recommend that a Technical Advisory Group be formed to provide input to the WRIA 59 Water Resources Management Board. The Technical Advisory Group could be made up of, but not be limited to representation from the following groups: Environmental/Conservation Groups, Forestry/Natural Resources Groups, Stevens County Planning Commission, Stevens County Water Conservancy Board, Municipal and Public Water Systems, Private Landowners with exempt wells, together with other local and state governments, NRCS, SCCD, USFS, and USFWS.

**APPENDIX D**

**DEVELOPMENT AND COMMENTS ON MISSION, ISSUES,  
GOALS, OBJECTIVES, AND ALTERNATIVE  
SOLUTIONS OF ORIGINAL WRIA 59 WATERSHED  
PLAN (2004)**

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**Note:** *Due to the size of this document, Appendix D is not printed in this edition of the Watershed Plan. Copies are available upon request from:*  
*Stevens County, Watershed Planning Office*  
*Stevens County Courthouse Annex, 215 S. Oak Street, Colville WA 99114*  
*(509) 685-2832*



**APPENDIX E**  
**COMMENTS AND RESPONSES ON 01/19/07 DRAFT**  
**WRIA 59 WATERSHED PLAN VERSION 2.0**

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For Appendix E:

**SUMMARY OF COMMENTS AND RESPONSES REVIEW PROCESS  
ON  
1/19/07 DRAFT WRIA 59 WATERSHED PLAN, VERSION 2.0:**

The WRIA 59 Planning Team, with the assistance of Golder Associates performed the 2006 – 2007 update to the original WRIA 59 Watershed Plan (2004). The purpose of the update was to make the text consistent with the WRIA 59 Watershed Detailed Implementation Plan (March 2006).

Public notices and news releases were placed in the Chewelah Independent, and news releases in the Statesman Examiner announcing a 30-day public comment period from January 23 through February 26, 2007. Announcement was also posted on the Stevens County Website: [www.co.stevens.wa.us](http://www.co.stevens.wa.us) Along with an electronic copy of the revised Draft Watershed Plan. Hard copies and CDs of the Draft Watershed Plan were distributed to the Planning Team and made available at the Stevens County Courthouse Annex, located at 215 S. Oak Street, Colville, Washington.

Two sets of comments were received during the public comment period, both from Planning Team members. One set of typed comments was received from Wes McCart, on behalf of the Stevens County Farm Bureau (see attached.) The other set of comments submitted by Dick Price, on behalf of Stevens PUD, were hand written onto a copy of the 1/19/07 Draft Watershed Plan.

On March 1, 2007, the WRIA 59 Plan Update Committee reviewed the comments. The changes and corrections approved by the Committee were incorporated and written onto a copy of the 1/19/07 Draft Watershed Plan, and then forwarded to Golder Associates on March 7, 2007 for processing.

A copy of the corrections submitted to Golder Associates will be retained in the Stevens County Watershed Planning Office for the project records.



PO BOX 618, Colville, Washington 99114

(509)258-4041

February 26, 2007

To: Linda Kiefer  
WRIA 59 Watershed Project Manager  
215 S. Oak Street – Courthouse Annex  
Colville, WA 99114

From: Wesley L. McCart  
Stevens County Farm Bureau - President  
4979 Lyons Hill Rd  
Springdale, WA 99173

Subject: WRIA 59 Colville River Watershed Plan  
Draft Version 2.0 dated January 19, 2007

On behalf of the Stevens County Farm Bureau, please allow me to comment on the following items that need attention:

- 1) Page 25 – Section 3.1.3, Table 1, Issue #1, Goals #4, Objectives “a”, Alternative Solutions “i”: The first sentence states that “... a MOA to be signed by Ecology and Stevens County ...”. In order for this to be consistent with the Detailed Implementation Plan and/or current activities, “Stevens County” needs to be replaced with “Stevens County or the Board and/or WMP”. Currently, the draft MOA is designated to be signed by Ecology, the Chair of the WMP and the Chair of the Board.
- 2) Page 45 – Section 4.1.1, Table 5, Reference Number 4(a)ii: This states that “Stevens County or WMP (when established) is obligated to provide for ongoing administrative ‘oversight’ for implementation and updates of the WRIA 59 Colville River Watershed Plan and DIP. I would suggest that the committee with the input of the entities that will sign on to the WMP rewrite this entire action. First, the WMP has no “oversight” functions. The definition of the WMP in the by-laws and as defined in the DIP is to “provide the legal mechanism to apply for and administer the funding for the ongoing administration of the WMP and Board activities. The WMP is set up as a funding organization only and has no oversight responsibility for implementation. Second, I believe that in order to maintain oversight and accountability to the voters of Stevens County, the Commissioner should retain the ability to approve updates of the Plans as per RCW 90.82. The committee may want to check the RCW, but the county legislative authority may not be able to abrogate their authority for Plan updates to another entity.

Finally, implementation of the Plan will be the responsibility of the Board in conjunction with the WMP, with the County taking a supporting role as a member of the WMP.

- 3) Page 45 – Section 4.1.1, last sentence: This last sentence states “Stevens County or WMP (when established) is also obligated to support implementing and updating this Plan.” Please see explanation from comment #2 above.
- 4) Page 47 – Section 4.1.2, Table 6, Reference Number 3(c)i: In the first sentence after “WMP”, please add and/or Board. This is to remain consistent with the DIP. It may also be noteworthy that the make up and diversity of the Board is spelled out in the by-laws of the Board. It may be necessary to state in the Plan that this part of the by-laws, that maintains diversity in the Board make-up, is to be maintained as per the Plan spelled out in this obligation.
- 5) Pages 66-67 – Section 5.2.3: There seems to be missing language from the bottom of page 66 to the top of page 67. Page 66 ends on a period, yet page 67 seems to start out in the middle of a sentence. We need to recover this “missing” language.
- 6) Page 88 – Appendices, Appendix A2: Although I have no objection to including the final drafts of the interlocal agreement, the Board by-laws, and the WMP by-laws, as these have tentative approval of the Team, I strongly object to including a draft version of the MOA between Ecology and the WMP and Board. This draft #7 that is included here is a work in progress that is as of this date on draft #10 and grossly incomplete. Further, none of the draft MOA documents have been reviewed or seen by the team. I believe it is a public disservice to include documents in this Plan that have NOT been reviewed by the Team and are at best incomplete and misleading. Please include any MOA in this area ONLY after review and acceptance (conditional upon legal review or other) by the Team.

I appreciate the opportunity to comment on this draft watershed plan and wish to thank the WRIA 59 Administration Committee, Planning Team, and other involved individuals for their hard work in this endeavor.

Please do not hesitate to contact me in you have any questions about these comments.

Respectfully submitted,

Wesley L. McCart  
Stevens County Farm Bureau – President

**APPENDIX F**

**WRIA 59 WATER RESOURCES OF THE GROUND-  
WATER SYSTEM IN THE UNCONSOLIDATED  
DEPOSITS OF THE COLVILLE RIVER WATERSHED  
(USGS, 2003)**

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**Note:** *Due to the size of this document, Appendix F is not printed in this Watershed Plan. Copies are available upon request from:*

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Stevens County Courthouse Annex, 215 S. Oak Street, Colville WA 99114  
(509) 685-2832**

**APPENDIX G**

**WRIA 59 CONCEPTUAL MODEL AND NUMERICAL  
SIMULATION OF THE GROUND-WATER-FLOW  
SYSTEM IN THE UNCONSOLIDATED DEPOSITS OF  
THE COLVILLE RIVER WATERSHED  
(USGS, 2004)**

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**APPENDIX H**

**WRIA 59 MULTI-PURPOSE WATER STORAGE  
ASSESSMENT REPORT  
(BROWN AND CALDWELL, 2003)**

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**APPENDIX I**

**WRIA 59 WATER QUALITY ASSESSMENT REPORT  
(GOLDER ASSOCIATES INC., 2004)**

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