

**MEMORANDUM OF UNDERSTANDING BETWEEN PEND OREILLE COUNTY,  
SPOKANE COUNTY, AND STEVENS COUNTY RELATING TO THE  
COORDINATION OF WATER RESOURCE PLANNING IN WRIA 55 AND OTHER  
WATER ISSUES OF CONCERN.**

1. PARTIES:

The Parties to this Memorandum of Understanding (MOU) are: Pend Oreille County, Spokane County and Stevens County, which are political subdivisions of the State of Washington, jointly referred to as the "PARTIES."

2. RECITALS:

WHEREAS, groundwater and surface water resources within Water Resource Inventory Area (WRIA) 55 and WRIA 62 are vitally important resources, in that they provide the foundation to maintain current and fulfill future agricultural, domestic, environmental, industrial and municipal needs, as well as other needs, and to maintain the economic viability and prosperity of these areas;

WHEREAS, a MOU is considered to be the most effective means to provide for consultation and information sharing between the Parties on water resource allocation by officials of these agencies, where such allocation may have the potential for significantly impacting water quantity in WRIA 55 and WRIA 62;

WHEREAS, the Parties agree to support a feasibility study to determine whether the development and operation of a water bank in WRIA 55 is appropriate or necessary.

WHEREAS, the Parties desire to study the impact and legality of a diversion of water from WRIA 62 for use in WRIA 55.

THEREFORE, the Parties desire to enter into this MOU to promote certain goals and provide coordinated planning to make the best use of available water resources to meet the needs of the Parties and respective constituents and service territories in the mutual best interests of the inhabitants and resources of WRIA 55 and WRIA 62.

IT IS THE PURPOSE OF THIS MOU TO:

- 1) Have the parties participate collaboratively in water resource planning as it relates to issues of mutual interest.
- 2) To support grant applications between DOE and Spokane County Utilities to study the feasibility of a water bank or other special purpose district in WRIA 55.

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- 3) To determine and evaluate WRIA 55 and WRIA 62's existing groundwater supply.
- 3) To promote coordination in applying for a water right from WRIA 62.
- 4) To specify appropriate contacts within each agency to facilitate the timely sharing of the above information;
- 5) To provide information and guidance for the management, preservation, protection and enhancement of groundwater quality and quantity in WRIA 55 and WRIA 62.

IT IS MUTUALLY AGREED THAT:

1. Statement of Work

The Parties agree in order to provide for timely consultation between them relating to the coordination of water resource planning in WRIA 55 and WRIA 62, to:

- (a) The parties shall work cooperatively in sharing and providing information with each other throughout each phase and/or process of the feasibility study;
- (b) Fully participate in identifying areas of concern to be considered in the scope of work of the feasibility study;
- (c) Designate staff from their respective counties to participate throughout the feasibility study to offer input and to be the point of contact;
- (d) Jointly apply for a water right from WRIA 62, however, if it is determined that the grant of a water right in WRIA 62 could potentially impact water quantity, then the Parties agree to pull the water right application.

2. Termination

Any party may terminate this MOU by giving 30 days written notice of termination to the other parties.

3. General

This MOU is not intended to constitute a contractually binding relationship between the parties, but is intended to (1) identify each Party's interests in water resource planning as it relates to issues of mutual interest, (2) set forth the Parties desire to support the Grant Applications between the Washington State Department of Ecology and Spokane County Utilities to study the feasibility of a water bank or other special purpose district in WRIA 55, (3) set forth the Parties desire to support the Grant Applications between the Washington State Department of Ecology and Spokane County Utilities to study the impact and/or legality of a diversion of water from WRIA 62 for use in WRIA 55, and (4) to support the joint application of a water right from WRIA 62.

**ALL WRITINGS CONTAINED HEREIN**

This MOU contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

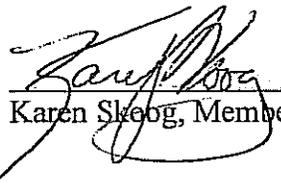
**IN WITNESS WHEREOF**, we the undersigned have executed this MOU as of the date indicated.

**PEND OREILLE COUNTY:**

  
\_\_\_\_\_  
Stephen Kiss, Chair

Date: June 1, 2015

  
\_\_\_\_\_  
Mike Manus, Vice-Chair

  
\_\_\_\_\_  
Karen Skeog, Member

**SPOKANE COUNTY:**

\_\_\_\_\_  
Todd Mielke

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

\_\_\_\_\_  
Shelly O'Quinn

\_\_\_\_\_  
Al French

STEVENS COUNTY:

\_\_\_\_\_  
Steve Parker, Chair

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

\_\_\_\_\_  
Don Dashiell, Vice-Chair

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Wes McCart