

**Memorandum of Understanding
for Research of the
Spokane Valley-Rathdrum Prairie Aquifer,
Idaho and Washington
between
the U.S. Geological Survey
and the
Idaho Department of Water Resources
and the
Washington Department of Ecology**

A. Introduction And Objectives:

The Spokane Valley - Rathdrum Prairie (SVRP) aquifer is the sole source of drinking water for over 400,000 residents in Spokane County, Washington, and Kootenai County, Idaho (Figure 1, located at back of document). The area includes the rapidly growing cities of Spokane, Spokane Valley, and Liberty Lake, Washington, and Coeur d'Alene and Post Falls, Idaho. Recent and projected urban, suburban, industrial, and commercial growth has raised concerns about potential future impacts on water availability and water quality in the SVRP aquifer, and Spokane and Little Spokane rivers. Water resource concerns include growing demands on ground water and declining ground water levels, low stream flow in reaches of the Spokane and Little Spokane rivers, and water quality problems associated with changing land use activities. Water resource demands are increasing at a time when aquifer and river dynamics are not well understood. This understanding is essential in making proper management decisions concerning ground water and surface water appropriations in the SVRP area.

Management of the SVRP aquifer is complicated because of the interstate, multi-jurisdictional responsibilities for the aquifer. The states of Washington and Idaho have primary responsibility for water allocation and water quality. However, local governments are increasingly being called upon to consider water supply and quality implications in land use planning. Aquifer management is also complicated by the interconnection between ground water and surface water. Surface water flow rates and surface-water quality are influenced by ground water and vice versa.

The purpose of this Memorandum of Understanding is to establish the organizational framework to accomplish a scientifically defensible hydrologic study of the SVRP aquifer. The study will provide the states with the data, the empirical models and the technical analysis they need to assist in water administration.

B. Research and Related Activities

Research and analysis undertaken pursuant to this Memorandum of Understanding will be designed to resolve issues or fill knowledge gaps. The signatories agree to undertake, during the term of this Memorandum of Understanding specific research, analysis, peer review and related activities as set forth in Attachment 1, "Milestones for the Memorandum of Understanding," and the other documents referred to in Attachment 1.

C. Management Structure

A Management Committee has been established to review, direct, and provide oversight for the activities undertaken under this Memorandum of Understanding.

- 1) The Management Committee consists of two representatives from the following agencies. Alternates may be appointed by the representatives and act on their behalf.
 - i) USGS
 - ii) IDWR
 - iii) WADOE
- 2) Each signatory agency will have one vote. All members of the Management Committee, or their appointed alternates, must vote in the affirmative for the Management Committee to establish a position on project management issues. "Project management issue" shall mean an issue affecting the term, scope, allocation of funding, or continued viability of this Memorandum of Understanding.
- 3) The Management Committee will:
 - a) meet on a quarterly basis for the first year of the Memorandum of Understanding and semiannually thereafter except when more frequent meetings are agreed upon;
 - b) develop such guidelines of management, procedure and conflict resolution as it deems appropriate;
 - c) establish a Project Technical Leadership Team (PTLT) composed of a staff member or designee from each signatory agency to:
 - i) carry out activities under the Memorandum of Understanding,
 - ii) develop the project work plan, which will include the schedule for peer reviews,
 - iii) develop specific milestones for developing and implementing the project work plan,

- iv) advise the Management Committee,
 - v) approve the methods employed in the field and office to assure the required standards of accuracy are met,
 - vi) monitor project progress, and
 - vii) perform other activities as assigned by the Management Committee.
- d) provide supervision and conflict resolution for the PTLT;
 - e) review and approve a project work plan developed by the PTLT;
 - f) approve any modifications to the project work plan proposed by the PTLT;
 - g) establish a Technical Advisory Committee (TAC), chaired by the USGS and composed of voluntary representatives of the community with appropriate expertise, to review and comment on project plans, activities, and products;
 - h) establish a Peer Review Team (PRT) composed of a representative from each agency to provide quality assurance for project activities and final products;
 - i) establish a Policy Advisory Committee of stakeholders, chaired by the states, comprising representatives of states, local governments, business, environmental groups and other interested members of the public with appropriate expertise, to plan and arrange public meetings and to perform logistical tasks for the Management Committee, PTLT, TAC, PRT and PAC when requested, and to conduct public information and outreach activities. News releases must be approved by the Management Committee;
 - j) serve as arbiter of disputed peer reviews;
 - k) agree on allocations of funds and other available resources for use consistent with the approved project work plan, subject to any applicable limitations on the use of federal or state funds;
 - l) assess accomplishments, implement measures to correct any shortfalls, and revise milestones accordingly;
 - m) develop specific milestones for implementing a Program,
 - n) develop a policy for distributing project records, data, and any resultant computer models to project stakeholders and the general public.

- 4) The Department of the Interior and the states of Idaho and Washington will provide representatives to the Management Committee without compensation from any other signatory agency or project stakeholders.
- 5) The Management structure, responsibilities and authorities described above shall be applicable to any Program developed pursuant to this Memorandum of Understanding unless the signatories agree otherwise.

D. Quality Assurance, Data Management, and Products

- 1) The field and analytical work pertaining to this program shall be under the direction of PTLT subject to periodic review by an authorized representative of any members of the signatory agencies.
- 2) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other parties. Complete copies of any resultant computer models will be provided to the U.S. Geological Survey, the Idaho Department of Water Resources, and the Washington Department of Ecology for archiving. Copies will include computational code, input data, and any computer applications required to use the model to simulate hydrologic conditions.
- 3) The maps, records, reports, and any resultant computer models from this program shall be made available to the public as promptly as possible. The U.S. Geological Survey normally will publish the maps, records, or reports. However, any signatory agency reserves the right to publish data, information and results of this program. Any portion of the data or results already published by another signatory shall be furnished to other signatory upon request. Impressions suitable for purposes of reproduction similar to that for which the original copy was prepared shall be furnished at cost. The maps, records, data or reports published by any signatory agencies shall contain a statement of the cooperative relations between the agencies.
- 4) The U.S. Geological Survey and the states of Idaho and Washington will adopt the Proposed Project Scope completed July 2003, which was developed through the collaborative efforts of the signatory agencies, as the basis for future project activities.

E. Other Provisions

- 1) This Memorandum of Understanding applies only to investigations of the groundwater aquifer and hydraulically-connected surface water in the Spokane Valley-Rathdrum Prairie.
- 2) This Memorandum of Understanding shall remain in effect for five years and may be modified, terminated or extended by the Management Committee. However, the provisions of section C2 notwithstanding, any one of the signatory agencies may

terminate its involvement in the Memorandum of Understanding with 60 days written notice to the other signatories.

- 3) The U.S. Geological Survey and the states of Idaho and Washington will commit resources, in such amounts approved by the signatory agencies, during the term of the Memorandum of Understanding for purposes of undertaking the activities provided for by this Memorandum of Understanding, as set forth in Attachment 1, "Milestones for the Memorandum of Understanding," and subject to the authorities and limitations described herein. Approval of funding commitments made under this Memorandum of Understanding is subject to approval and appropriations by the appropriate state and federal legislative bodies.

F. Authorities and Responsibilities

- 1) This Memorandum of Understanding is entered into under Public Law 99-591 that bestows permanent authority to the USGS to "prosecute projects in cooperation with other agencies, Federal, State, and private" (43 U.S.C. 36c). Idaho Code I.C. § 42-233, § 42-1705, § 42-1706 and §42-1805, provide authority to the Director of the Idaho Department of Water Resources to conduct hydrologic studies and cooperate with the U.S. Geological Survey for water-resource investigations. RCW 90.54.030 directs the Water Resources Program in the Washington Department of Ecology to collect, organize, and catalog existing hydrologic information from all public and private sources, and to conduct additional studies necessary to become informed with regard to all phases of water and related resources of the state.
- 2) Although this Memorandum of Understanding sets forth a cooperative process, all signatories to this Memorandum of Understanding recognize that they each have statutory responsibilities that cannot be delegated, and that this Memorandum of Understanding does not and is not intended to abrogate any of their statutory responsibilities.
- 3) This Memorandum of Understanding is subject to and is intended to be consistent with all applicable federal and state laws and interstate compacts and decrees.
- 4) No member of, or delegate to Congress, or resident Commissioner, shall receive any benefit that may arise from this Memorandum of Understanding.

Date

William J. Sexton, PhD.
Regional Hydrologist
U.S. Geological Survey
Department of the Interior

Date

Karl J. Dreher, P.E.
Director
Idaho Department of Water Resources

Date

Linda Hoffman
Interim Director
Washington Department of Ecology

Attachment 1:

Milestones for the Memorandum of Understanding (M-year-task)

Although specific parties may be assigned responsibility for completing the activities set forth in these Milestones, it is understood that such activities must be completed in cooperation with other interested parties and be reviewed and approved by the Management Committee.

- M 1-1 The Management Committee will establish and implement the administrative processes necessary for carrying out the provisions of the Memorandum of Understanding, including establishing required teams and committees.
- M 1-2 A Project Technical Leadership Team (PTLT) appointed by the Management Committee will develop detailed work plans and select data collection protocols for the project and manage the project tasks on a day to day basis.
- M 1-3 The Management Committee will approve the detailed work plans.
- M 1-4 The Management Committee will develop and implement a financial agreement for the collection and expenditure of funds pursuant to the Memorandum of Understanding and based on the approved project workplan.
- M 1-5 The Management Committee will establish a Peer Review Team including guidelines and procedures for peer review.
- M 1-6 The Management Committee will establish and work with the Policy Advisory Committee to develop a plan and program to involve the public and local governments in this project.
- M 1-7 In addition, the signatories will provide resources subject to appropriations, to staff and fund the cost of various tasks undertaken during the term of the Memorandum of Understanding as described in the Proposed Project Scope approved by the Management Committee.
- M 1-8 At year end, the Management Committee will assess accomplishments,, implement measures to correct any shortfalls, and evaluate and adjust future year milestones accordingly.
- M 1-9 The Management Committee will establish a Technical Advisory Committee (TAC) given recommendations from the PTLT. The TAC will include qualified technical experts that will provide the PTLT and Management Committee input and recommendations related to project technical issues.

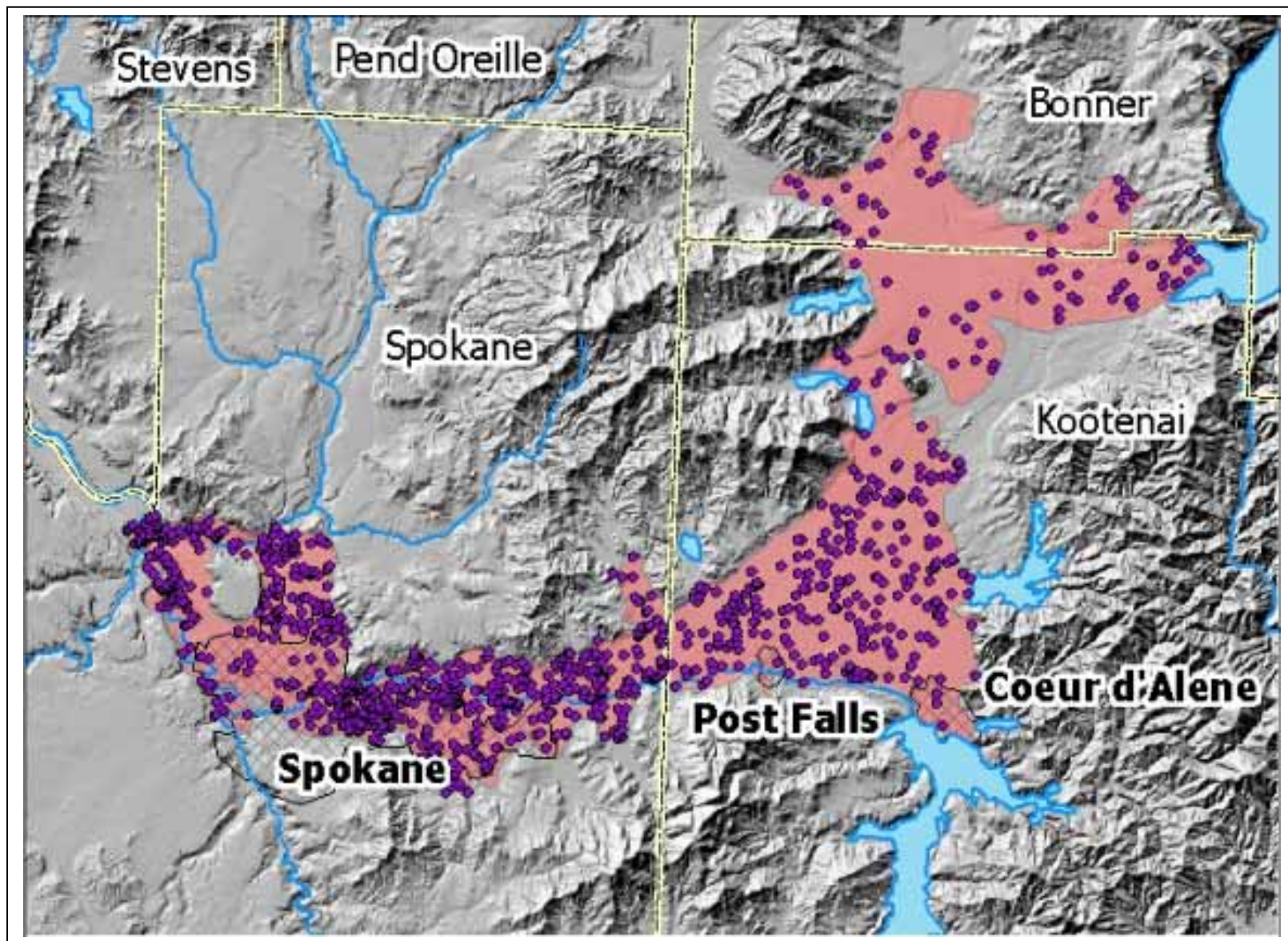


Figure 1: Spokane Valley – Rathdrum Prairie Aquifer, Washington and Idaho is shown in pink. Sites of well data in USGS Ground-Water Site Inventory database shown in purple.