

**SEPA CO-LEAD AGENCY MEMORANDUM OF UNDERSTANDING
FOR THE TWIN LAKES WATER STORAGE PROJECT - SEPA Review**

Okanogan County ("County") and the Washington Department of Ecology ("Ecology") desire to share lead agency responsibilities under the State Environmental Policy Act, chapter 43.21C RCW ("SEPA"), to conduct environmental review for the decisions necessary for water use by the Twin Lakes Aquifer Coalition (TLAC) for the Twin Lakes Water Storage Project. This memorandum of understanding (MOU) delineates the duties of each co-lead agency; how decisions will be made; how conflicts may be resolved; how the MOU may be dissolved, and other terms.

NOW THEREFORE, the County and Ecology (the "Parties") do hereby enter into the following agreements regarding SEPA lead agency authority for the Twin Lakes Water Storage Project:

I. DUTIES

A. General. The Parties shall share the responsibilities of SEPA lead agency for the Twin Lakes Water Storage Project as follows:

1. Ecology is designated as the nominal lead agency, which shall be responsible for complying with the duties of lead agency under WAC Chapter 197-11.
2. The County is designated as co-lead agency.
3. The Parties, either jointly or independently, may determine that consultant(s) are needed to assist in completing the required SEPA analysis and documentation for this proposal.
4. Comments on all SEPA document(s) shall be received or recorded by Ecology, and Ecology shall forward copies to the County of all oral transcripts and written and electronic comments received.
5. In all other respects, the Parties shall act as partners in meeting the responsibilities of lead agency under SEPA, with equal standing in all decisions to be made.

B. Preparing Analyses. It is expected that Ecology will provide the following types of information regarding the proposal, its environmental impacts, and potential mitigation: a completed environmental checklist and exhibits, electronic copies of environmental studies through an Ecology website, and related materials in support of the proposal request.

C. Scope, Content and Costs

1. Mitigation identified and/or assessed in the SEPA document(s) shall be determined by the co-lead agencies. If an environmental impact statement (EIS) is prepared for the proposal, the co-lead agencies shall jointly design the scope of the EIS and the alternatives to be considered in the EIS so that both agencies are satisfied that a range of reasonable alternatives is represented. The Parties agree that prior to initiation of an EIS, scoping is appropriate. Following scoping, the Parties may agree to revise the threshold determination if appropriate.

2. At a minimum, a representative of each agency shall review the environmental analysis and documentation prior to issuance of all necessary SEPA documents. A responsible official from each agency shall sign the SEPA documents prior to issuance. The signature of the responsible officials shall represent approval of the document, including the adequacy of the environmental analysis it contains.
3. Ecology shall bear the cost of preparing the SEPA documents. The County shall be responsible for the cost of its own review and comment on any SEPA documents regarding the Twin Lakes Water Storage Project generated by the Parties and any information and analysis regarding the Twin Lakes Water Storage Project prepared by Ecology.

II. DECISION MAKING AND DISPUTE RESOLUTION

1. The Parties, as co-lead agencies, agree to try to make decisions by consensus throughout the SEPA process in regards to scope, content and timing of all SEPA documents. The co-lead agencies recognize that the final SEPA document must contain sufficient environmental analysis for decision-making by all agencies with jurisdiction. Therefore, areas of environmental concern, potential mitigation, and reasonable alternatives suggested by either co-lead agency shall be included in the document if agreement cannot be reached between the two agencies that the area, mitigation or alternative need not be assessed,
2. If the Parties cannot agree on an issue that would prevent their approval of the SEPA document or otherwise prevent them from sharing lead agency duties, either agency may withdraw from this MOU following notification to the other co-lead agency in writing of the issue under dispute, including a suggested resolution. The co-lead agency having receipt of such a letter shall have the option to agree to the suggested resolution, offer an alternate resolution, or agree to dissolve the MOU.
3. If at any time the MOU is dissolved, the County shall acquire full responsibility as lead agency for the proposal and shall continue with completion of the SEPA process.
4. The Parties will each participate in any appeal challenging the environmental review contemplated by this MOU. In any such appeal, the Parties will cooperate and share responsibilities and decision-making authority equally, consistent with the principles outlined above.

III. OTHER TERMS

A. Term. The effective date of this MOU is upon date of the last signature below by either the County or Ecology. This MOU shall continue until terminated in writing by both or one of the parties.

B. Communications. The following persons shall be the contact persons for all communications regarding this MOU.

Okanogan County
Responsible Official

Department of Ecology
Responsible Official

Name: Perry Huston
Director, Office of Planning and Development
123 5th Ave N Suite 130
Okanogan, WA 98840
Phone: (509) 422-7160
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Name: Derek I. Sandison
Director, Office of the Columbia River
303 S. Mission Street Suite 200
Wenatchee, WA 98801
Phone: (509) 662-0516
Fax: (509) 662-0499
E-mail: dsan461@ecy.wa.gov

C. Changes. The parties may, from time to time, require changes in the scope of services performed under this MOU. The parties shall mutually agree to the changes by written amendment to this MOU.

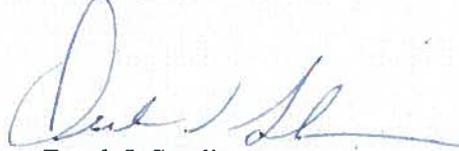
This MOU is executed by the persons signing below, who warrant they have the authority to execute this MOU.

OKANOGAN COUNTY



Perry Huston

WASHINGTON DEPARTMENT OF
ECOLOGY



Derek I. Sandison