

## JOINT POWERS AGREEMENT

THIS AGREEMENT made between BOUNDARY COUNTY, Idaho, a political subdivision of the State of Idaho (hereinafter "COUNTY"), LOCATED AT 6452 Kootenai Street, P.O. Box 419, Bonners Ferry, Idaho 83805, the CITY OF BONNERS FERRY, Idaho, an Idaho municipal corporation (hereinafter "CITY"), located at 7232 Main Street, P. O. Box 149, Bonners Ferry, Idaho 83805, and the KOOTENAI TRIBE OF IDAHO, a federally and state recognized Indian tribe as defined in Idaho Code 67-4002 (hereinafter "TRIBE"), located at County Road 38A, P.O. Box 1269, Bonners Ferry, Idaho 83805.

WHEREAS, each of the parties hereto is a "public agency" as defined by Idaho Code 67-2327 and Idaho Code 67-4002, and therefore authorized to enter into a Joint Exercise of Powers Agreement under Idaho Code 67-2328 and 67-4002; and

WHEREAS, the Tribe through its Tribal Council has authority to enter into this Joint Exercise of Powers Agreement under and pursuant to the Constitution of the Kootenai Tribe of Idaho as duly adopted April 10, 1947; and

WHEREAS, each of the parties as a "public agency" is entering into this Joint Exercise of Powers Agreement under and pursuant to Idaho Code 67-2338 and the Constitution of the Kootenai Tribe of Idaho as duly adopted April 10, 1947 and by resolution or ordinance duly enacted by each party pursuant to Idaho Code 67-2338(b) and/or Idaho code 67-4002; and

WHEREAS, COUNTY, CITY and TRIBE have inherent interests in resource issues affecting the Lower Kootenai Subbasin, and it has been determined that it is in the best interests of COUNTY, CITY and TRIBE to work jointly in these areas; and

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid assistance to one another, it is the purpose of this agreement that the parties shall cooperate in water quality and Total Maximum Daily Load issues, development of a wetland conservation strategy, fisheries and wildlife recovery and restoration, flood flow elevations and other issues that may be timely or appropriate, and, as shall be deemed consistent therewith, to apply for grants, loans, or other sources of funding for such.

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide mutual assistance between the parties in providing the public service, it is hereby agreed under and pursuant to Idaho Code 67-2328 and 67-4002 and

the Constitution of the Kootenai Tribe of Idaho as duly adopted April 10, 1947, as follows:

1. The term of this Agreement shall not commence until it is approved by the Boundary County Board of Commissioners, the Mayor and City Council of Bonners Ferry, and the Kootenai Tribal Council, having power of control pursuant to Idaho Code 67-2320 and Constitution of the Kootenai Tribe of Idaho as duly adopted April 10, 1947. This agreement shall continue in full force until the parties deem appropriate to discontinue.
2. This agreement shall be administered by representation of three persons consisting of one (1) person appointed by the Chair of the Board of County Commissioners, one (1) person appointed by the Mayor of the City of Bonners Ferry, and one (1) person appointed by the Kootenai Tribe. The nature and duties of the representatives shall not require a separate budget but will be conducted by existing officer and employees of COUNTY, CITY and TRIBE to the extent able as part of their duties.
3. The purposes and objectives of this Agreement shall be to work jointly and collaboratively on resource issues affecting the Lower Kootenai Subbasin, including water quality and Total Maximum Daily Load issues, development of a wetland conservation strategy, fisheries and wildlife recovery and restoration, flood flow elevations and other issues that may be timely or appropriate.
4. The parties to this Agreement shall accomplish the foregoing purposes and objectives with the cooperation and participation of the Kootenai Valley Resource Initiative empowered and recognized under the Joint Powers Agreement dated June 4, 2001 and in accordance with all actions taken under the June 4, 2001 Joint Powers Agreement, which are hereby reconfirmed as actions of the parties.
5. Any real or personal property acquired and administered under this agreement shall be held, administered and disposed of in accordance with the law applicable to COUNTY, CITY or the TRIBE which acquired and contributed the property to this agreement. Property acquired by reason of grant funding shall be acquired, administered and disposed of in accordance with the terms of the grant by which it was acquired and applicable law.
6. The parties to this Agreement may terminate their involvement in the Joint Powers Agreement with thirty (30) days written notice to the other parties.
7. This agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by this Joint Powers Agreement, such

performances may be offered in satisfaction of the obligation or responsibility.

DATED this 2<sup>nd</sup> day of December, 2002.

BOUNDARY COUNTY  
BOARD OF COMMISSIONERS

  
MURRELEEN SKEEN, Chair

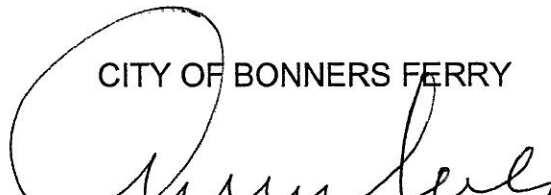
DAN DINNING, Commissioner

  
KEVIN LEDERHOS, Commissioner

ATTEST:

  
Clerk, Board of County Commissioners

CITY OF BONNERS FERRY

  
DARRELL KERBY, Mayor

ATTEST:

  
Clerk, City of Bonners Ferry

KOOTENAI TRIBE OF IDAHO

  
GARY AITKEN, SR., Chair

ATTEST:

Bernadine Boychey  
Secretary, Tribal Council