

Coeur d'Alene Lake Management Plan Coordinators

Coeur d'Alene Tribe
Laura Laumatia

424 Sherman Ave 306 • Coeur d'Alene, ID 83814 • (208) 667-5772 • llaumatia@cdatribe-nsn.gov

Idaho Department of Environmental Quality
Jamie Brunner

2110 Ironwood Parkway • Coeur d'Alene, ID 83814 • (208) 666-4623 • jamie.brunner@deq.idaho.gov

May 29, 2013

This Letter of Agreement (LOA) is entered into between the Coeur d'Alene Tribe (Tribe) and Idaho Department of Environmental Quality (DEQ) (the signatories to the Lake Management Plan) for funding and management of the Coeur d'Alene Lake Management Plan (LMP) website. The Signatories agree to the following:

1. The Tribe will administer the Request for Proposal process to solicit proposals from independent contractors for setup of the website, technical support, and training the LMP coordinators on maintenance of the website.
2. The LMP Coordinators will select the contractor.
3. The Tribe will be invoiced by the selected contractor and will pay the contractor for the services. The Tribe will invoice DEQ for one half of the above amount, and provide DEQ a copy of the invoice from the website development contractor.
4. DEQ will reimburse the Tribe for the above amount within 30 days of receipt of the invoice from the Tribe and accompanying contractor invoice.
5. DEQ will pay for the domain for the first year, and the Tribe will pay for the second year.
6. Any costs not specifically outlined in this LOA will be shared equally between the Parties.
7. The LMP Coordinators will cooperate on the initial setup. Content and format will be determined through a team approach, with both LMP coordinators working side-by-side directly with the website developer. Once the initial format is complete, the website will be presented to Phillip Cerna and Curt Fransen (or their designees) for comment prior to going live.
8. All website updates will be agreed upon by both LMP Coordinators prior to any changes in format or content.
9. Both parties agree to continue website support as outlined herein for a minimum of two years from the date of final signature. At that time, the website and any related agreements may be reviewed.

As stated in the Forward of the Coeur d'Alene Lake Management Plan, nothing in the LMP shall be construed to be a waiver of the sovereignty, jurisdiction, ownership, or any claim of the Coeur d'Alene Tribe or the State of Idaho. Each party reserves, and nothing in the LMP affects, any rights, powers, and remedies of any Party now or hereafter existing in law or equity by statute, treaty executive order, regulation, court decision or otherwise. The LMP creates no rights in third parties or any right to judicial review.


This Letter of Agreement has been signed by the Parties' authorized representatives on the date(s) set forth below.

Coeur d'Alene Tribe Lake Management
Department


(Signature)

Phillip Cerna
(Printed Name)

Director
(Title)



(Date Signed)
May 28, 2013

Idaho Department of Environmental Quality


(Signature)

Curt Fransen
(Printed Name)

Director
(Title)


(Date Signed)
6/11/13