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AUG 11 2008

KITSAP COUNTY
HEALTH DISTRICT

INTERAGENCY AGREEMENT

Between

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

And

KITSAP COUNTY HEALTH DISTRICT

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter, referred to as ECOLOGY and the Kitsap County Health District, hereinafter referred to as the KCHD.

IT IS THE PURPOSE OF THIS AGREEMENT to: 1) Delegate to KCHD the authority to administer and enforce the well sealing, tagging and decommissioning portions of the water well construction program in accordance with the provisions of Chapter 173-160 WAC entitled Minimum Standards for Construction and Maintenance of Wells as now or hereafter amended; and 2) Provide funds to assist KCHD in carrying out the activities described in this contract.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The KCHD shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

KCHD shall implement the provisions of the well tagging, sealing and decommissioning components of Chapter 173-160 WAC. Authority for this action of delegation and funding is provided through the provisions of Chapter 18.104.043 and 18.104.150 RCW. Delegated authority applies only to water supply wells.

PERIOD OF PERFORMANCE

The period of performance of this agreement shall begin on July 1, 2008 upon execution by ECOLOGY and end on June 30, 2014, unless terminated sooner as provided in the termination clauses.

PAYMENT

Funding provided to KCHD by Ecology is authorized under the provisions of RCW 18.104.150.

ECOLOGY shall pay KCHD for services as follows:

Amount:

Seventy-five Percent (75%) of water well notification fees collected for water wells being drilled in Kitsap County for proper sealing and tagging, and Fifty Percent (50%) of the notification fees collected for water well decommissionings within Kitsap County during the period covered by this agreement.

BILLING PROCEDURE

ECOLOGY will pay KCHD fifty percent (50%) of the Water Well Notification and Decommissioning fees collected for water wells constructed and decommissioned in Kitsap County after July 1, 2008. All payments shall be made to KCHD on a quarterly basis. Ecology will not make payments until quarterly reports are received. Ecology's project manager can also suspend payments if KCHD is not complying with the scope of work.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protection to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys,

studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ACKNOWLEDGMENT OF FUNDING SOURCE

ECOLOGY will be acknowledged for providing funding in all published material and oral presentations. All printed material, except routine correspondence, will contain at least the following: "Funded in whole or part from funding provided by the Washington State Department of Ecology."

APPEALS

Any person aggrieved by a decision of KCHD may appeal the decision to Ecology. Ecology's decision is subject to review by the Pollution Control Hearings Board as provided in RCW 18.104.130.

EDUCATIONAL REQUIREMENT FOR KCHD INSPECTORS

KCHD will ensure that inspectors will have the following minimum qualifications.

1. A Bachelor's degree from an accredited college or university involving major study in environmental health, sanitary science, bacteriology or public health, or other closely related science field. On the job experience with a health jurisdiction may be substituted for the requirement of a related science field. Experience obtained through military service may be substituted year-for-year for up to two (2) years of college education.
2. Demonstrated written and oral communication skills.
3. Ability to establish and maintain professional and cooperative relationships with public, state and federal agency personnel, and county personnel.
4. Physical capability to work outdoors under inclement weather conditions, and climb over rough terrain.
5. Valid Washington State driver's license and a vehicle adequate for daily use on the job.

DESIRED QUALIFICATIONS FOR KCHD INSPECTORS

1. Registration as a Sanitarian with the Washington State Board of Registered Sanitarians or National Environmental Health Association, or eligibility for registration in either.
2. Registration as a professional engineer, geologist, Hydrogeologist, or engineering geologist.
3. Computer literacy.
4. Experience in operation and maintenance of monitoring equipment.

TRAINING FOR KCHD INSPECTORS

Ecology shall provide training for KCHD inspectors in well sealing, tagging and decommissioning techniques. Training will focus on enforcement data collection techniques, field investigations, well construction, and an overview of all applicable laws and regulations pertaining to this agreement. New inspectors will be trained by Ecology and KCHD. Each new inspector shall be required to complete a minimum of twelve hours of classroom instruction provided by Ecology. Twenty-eight hours of field instruction shall be provided by the combined resources of Ecology and KCHD. KCHD shall provide adequate time and funding for inspectors to attend this training.

All KCHD inspectors will be required to obtain two Continuing Education Units (CEUs) per year in Washington State well construction rules and regulations. These CEUs will be available in public meetings or at the request of the KCHD. If KCHD inspectors cannot travel outside local jurisdiction, Ecology staff will travel to the KCHD or to a nearby location where several counties can be trained at one time. CEUs will be tracked by the Ecology project manager.

TECHNICAL AND ENFORCEMENT SUPPORT

Ecology shall provide technical and enforcement support throughout the term of this agreement. The primary point of contact for technical and enforcement assistance will be Brad Gilmore of Ecology's Northwest Regional office (425) 649-7044.

VIOLATIONS PROCEDURES

KCHD shall supply Ecology with a copy of their enforcement procedures relating to the delegated items of this agreement within ninety (90) days from signing.

Violations identified by KCHD which are not covered by this agreement shall be reported to Ecology's Northwest Regional Office (425) 649-7044. Verbal notification of these types of violations shall be given within 24 hours. To facilitate Ecology's role in future enforcement actions, written documentation of suspected violations may be required and will be evaluated by Ecology on a case by case basis. Specific enforcement procedures will be included in the basic training instructions.

WELL DRILLING RECORDS

Ecology shall provide training to KCHD in the operation of its well construction and imaging data base. KCHD primary points of contact for data questions are: Marian Bruner, (360) 407-6650 and Melissa Snoeberger, (425) 649-7020.

Ecology and KCHD shall coordinate to reduce duplication of effort and shall share all appropriate information including technical reports, violations, and well reports.

ADDITIONAL REQUIREMENTS AND VARIANCES

It will be necessary in some cases to construct wells with additional requirements beyond the minimum standards. Additional requirements are necessary when the well is constructed in or adjacent to a source of contamination or when the well construction or decommissioning cannot meet the construction requirements of Chapter 173-160 WAC.

When strict compliance with Chapter 173-160 WAC is impractical, KCHD may approve comparable alternative specifications (a variance) prior to the work being done. PROVIDED, the approval of the variance does not require the practice of geology, hydrogeology, or engineering geology, unless the

approving authority for KCHD is licensed under the provisions of Chapter 18.220 RCW. KCHD shall authorize or deny a variance request within fourteen days of receipt of a written request. In an emergency, or in exceptional instances, a verbal notification to KCHD may be allowed, with a written request follow-up.

All variance requests that require the practice of geology, hydrogeology, or engineering geology shall be reviewed and approved or denied by Ecology.

REPORTS

KCHD shall submit a quarterly report to Ecology which summarizes the well drilling activities for that reporting period. The report shall be submitted on forms provided by Ecology and shall itemize the dates of inspection, notice of intent numbers, well owners, drilling company, driller, total number of well notices received by KCHD, percentage of inspections based on notices received, and well tag number, if available, for all wells KCHD received notification. The report shall indicate if the inspections took place while the well was being drilled/ decommissioned or after and if the driller was a "no show" at the scheduled time of inspection. The report will also identify any enforcement activities and any variances issued. The reports are due the first week of each quarter and shall be sent to Ecology's Contract Manager.

ANNUAL REVIEW

KCHD and Ecology shall review and evaluate the terms of this agreement annually upon a mutually agreed month. At a minimum, the evaluation must include an audit of construction inspections, decommissioning inspections, enforcement activities, variances, and other driller interactions that occurred during the year. The evaluation will also address the need to update or otherwise change portions of this agreement. Ecology shall prepare a report of it's' findings. The report shall be made available via the internet or upon request.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: The Contract Manager for KCHD is:


Bill Lum, Hydrogeologist
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
(360) 407-0281
blum461@ecy.wa.gov

John Kiess, Program Manager, Drinking Water
Program
345 6th Street, Suite 300
Bremerton, WA 98337-1866

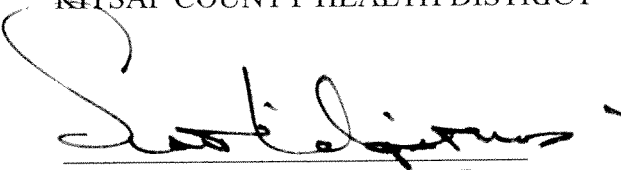
IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

KITSAP COUNTY HEALTH DISTRICT



Ken Slattery 9/16/08 Date
Program Manager
Water Resources



Scott Lindquist Date
Director
Kitsap County Health District

**APPROVED AS TO FORM ONLY:
ASSISTANT ATTORNEY GENERAL**

ATTACHMENT "A"

SCOPE OF WORK

- A. KCHD shall inspect:
 - A minimum of Fifty Percent (50%) of water wells being drilled annually in Kitsap County for proper sealing and tagging; and
 - A minimum of Ninety Percent (90%) of wells being decommissioned annually in Kitsap county.
- B. KCHD, shall at a minimum, conduct Twenty-five Percent (25%) of all their inspections while the driller is on-site. This percentage may be adjusted by the contract manager for driller "no shows".
- C. Administer and enforce the provisions of Chapter 173-160 WAC, Sections: 173-160-101, 173-160-181, 173-160-221, 173-160-231, 173-160-241, 173-160-251, 173-160-261, 173-160-271, 173-160-311, 173-160-381 and any subsequent revisions. All attached for reference.
- D. This agreement does not preclude KCHD from adopting their own well construction rules or charging additional fees for well inspections.
- E. This agreement does not preclude Ecology from enforcing these regulations in Kitsap County.