DEPARTMENT OF
ECOLOGY
State of Washington

INTERAGENCY AGREEMENT NO. C10XXXXX

BETWEEN

THE STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

AND

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "Ecology", and Kittitas County Public Health Department hereinafter referred to as "KCPHD."

IT IS THE PURPOSE OF THIS AGREEMENT to provide a method to transfer appropriated funds from Ecology to KCPHD in order to cooperatively and jointly implement the Emergency Rule WAC 173-539A regarding the management of exempt ground water wells in Kittitas County. The Emergency Rule WAC 173-539A requires Ecology and KCPHD to implement interim management strategies, metering, and development of a comprehensive ground water study for the area known as upper Kittitas County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

To achieve these purposes Ecology will support costs incurred by KCPHD up to the amount of $81,000.00 that are expected prior to June 30, 2010. It is further agreed that there is no intent to expand any obligation not otherwise contained within the Emergency Rule WAC 173-539A.

STATEMENT OF WORK

KCPHD will conduct tasks in accordance with the performance of the work set forth below to support of the Emergency Rule WAC 173-539A.

Work Products expected July 1, 2009 through June 30, 2010

Task 1 – Meter program development, implementation and reporting.

Task 2 – Develop plan for implementation and administration of Interim Management Measures identified in the Emergency Rule WAC 173-539A regarding management of exempt wells in upper Kittitas County

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2009, and be completed on June 30, 2010, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed $81,000.00 in FY 2010. Payment for the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the following budget.

Estimated Kittitas County Public Health Department Operating Expenses

Operating Expenses	
Salaries & Benefits • Meter Coordinator .55 FTE • Management Staff .2 FTE	 **$35,067.63** **$29,051.63**
• Annual Fee for Web Based Meter Data Collection System	**$2000.00**
Indirect Costs (35%)	**$16880.74**
Total Request:	$83,000.00

BILLING PROCEDURE

KCPHD shall submit invoices with a state invoice voucher (A19-1A) monthly to Dave Burdick, the Contract Manager for Ecology at P.O. Box 47600, Olympia, WA 98504-7600. Invoices shall be prepared at the task level inclusive of direct and indirect costs. Payment to KCPHD for approved and completed work will be made by warrant or account transfer by Ecology within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the state fiscal year, whichever is earlier.

KCPHD contact name and telephone number for billing/invoice questions:
Amber Simon, Accountant (509) 962-7583

Payments will be made payable to Kittitas County Public Health Department.

RECORDS MAINTENANCE

The parties to this Agreement 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 service(s) described herein. These records shall be subject to inspection, review or audit by personnel of 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 materials 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 them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and

protections 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. Information or data produced as a result of this Agreement shall be subject to state public disclosure laws and regulations. KCPHD shall have a non exclusive license to all such data.

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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

VENUE

In the event that a dispute arises under this Agreement, venue for such action shall be according to RCW 36.01.050.

GOVERNANCE

This Agreement 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. Consent is specifically authorized by DOE for the retention of any staff, firm or expert which the County deems necessary to comply with the terms of the Emergency Rule WAC 173-539A.

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.

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 program 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 Program Manager for Ecology is: Mark Schuppe, 15 West Yakima Avenue, Suite 200, Yakima, WA 98902-3452. (509) 454-4258. Email: msch461@ecy.wa.gov

The Contract Manager fo Ecology is Dave Burdick. P.O. Box 47600. Olympia, WA 98504-7600. (360) 407-6094. Email: dbur461@ecy.wa.gov

The Contract Manager for KCPHD is: Catherine Bambrick, 507 N. Nanum Street, Suite 102, Ellensburg, WA 98926. (509) 962-7029. Email: cathy.bambrick@co.kittitas.wa.us

IN WITNESS WHEREOF, the parties have signed this Agreement.

State of Washington Department of Ecology	Kittitas County
By: Polly Zehm Title: Deputy Director	By: Catherine Bambrick, MS Title: Administrator
Date	Date

APPROVED AS TO FORM ONLY:
ROB McKENNA
ATTORNEY GENERAL