



IAA No. C1500167

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT hereinafter referred to as the "KCPHD," pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to:

- a) Provide delegation to KCPHD, the authority to administer and enforce the well sealing, tagging, and decommissioning portions of the water well construction regulations 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
- b) Provide funds to assist KCPHD in carrying out the activities described in this contract, in accordance with the statutes pertaining to the delegation of authority outlined in RCW 18.104, the Washington Well Construction Act.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

KCPHD shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **July 1, 2015**, and be completed by **June 30, 2020**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) PAYMENT

Funding provided to KCPHD by ECOLOGY is authorized under the provisions of RCW 18.104.150. ECOLOGY shall pay KCPHD for services described as follows:

Amount: Fifty percent (50%) of the notification fees collected for water wells constructed and decommissioned within Kittitas County during the time period covered by this agreement.

4) BILLING PROCEDURE

On application, ECOLOGY will pay KCPHD Fifty percent (50%) of the well construction and decommissioning fees collected for water wells constructed and decommissioned in Kittitas County after July 1, 2015, all payments shall be made to KCPHD after quarterly reports are received. ECOLOGY's project manager can suspend payments if KCPHD is not complying with the scope of work.

5) 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.

6) SUBCONTRACTORS

KCPHD agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, KCPHD shall identify subcontractor(s) who will perform services in fulfillment of Agreement requirements, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

7) 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.

8) 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, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. The cost of resolution will be borne by each party paying its own cost. 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.

9) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

10) GOVERNING LAW AND VENUE

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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11) 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.

12) ORDER OF PRECEDENCE

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 federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

13) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that 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 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 protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14) 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 jointly owned by ECOLOGY and KCPHD. 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.

15) 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.

16) 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.

17) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon thirty (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.

18) 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.

19) AGREEMENT MANAGEMENT

The representative 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 ECOLOGY Representative is:	The KCPHD Representative is:
Name: Scott Malone Address: PO Box 47600 Olympia, WA 98504-7600 Phone: (360) 407-6648 Fax: (360) 407-6574 Email: scott.malone@ecy.wa.gov	Name: Holly Myers Address: 507 N Nanum St Suite 102 Ellensburg, WA 98926 Phone: (509) 962-7005 Email: holly.myers@co.kittitas.wa.us

20) 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**State of Washington
Department of Ecology
By**

**Kittitas County Public Health
Department
By**

 7-21-15

Thomas Loranger Date
Program Manager
Water Resources

 7/16/15

Robin Read Date
Public Health Administrator

Approved as to form:
Attorney General's Office

APPENDIX A STATEMENT OF WORK

KCPHD 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 RCW 18.104.043 and 18.104.150. Delegation of authority to inspect wells applies only to water supply wells.

A. KCPHD shall inspect:

- A minimum of Thirty Percent (30%) of water wells being drilled annually in Kittitas County for proper sealing and tagging; and
- A minimum of Ninety Percent (90%) of wells being decommissioned annually in Kittitas County.

B. KCPHD, 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.

D. This agreement does not preclude KCPHD 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 Kittitas County.

Deliverables: KCPHD shall submit a quarterly report to ECOLOGY which summarizes the well drilling activities for that reporting period.

The quarterly report, as incorporated into this agreement shall be submitted on the form provided by ECOLOGY and shall include the number of well construction and decommissioning notices received by KCPHD as well as the number of inspections made. The report shall indicate if the driller was present during the inspection and if the driller was a "no show" at the scheduled time of inspection.

Upon request, an additional detailed report shall itemize (at a minimum) the dates of inspection, notice of intent numbers, well tag number, well owners, drilling company, and driller. The report will also identify any enforcement activities and any variances issued.

Due Date: Quarterly reports are due on January 20th, April 20th, July 20th and October 20th for inspections done in the prior three month period.

APPENDIX B SPECIAL TERMS AND CONDITIONS

EDUCATIONAL REQUIREMENT FOR KCPHD INSPECTORS

KCPHD 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 involving environmental health related work may be substituted year for year for the college education, including substituting for the requirement of a bachelor's degree. 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 the public, state and federal agency personnel, and county personnel.
4. Physical capability to work outdoors under inclement weather conditions and climbing over rough terrain.
5. Valid Washington State driver's license and a vehicle adequate for daily use on the job.

DESIRED QUALIFICATIONS FOR KCPHD 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. Experience in operation and maintenance of groundwater monitoring equipment.

TRAINING FOR KCPHD INSPECTORS

ECOLOGY shall provide training for KCPHD 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 KCPHD. Each new inspector shall be required to complete a minimum of eight hours of classroom instruction provided by ECOLOGY. Twenty-eight hours of field instruction shall be provided by the combined resources of ECOLOGY and KCPHD. KCPHD shall provide adequate time and funding for inspectors to attend this training.

All KCPHD inspectors will be required to obtain two (2) one-hour 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 KCPHD. If KCPHD inspectors cannot travel outside local areas, ECOLOGY staff will travel to the KCPHD 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 the Well Construction and Licensing Program Coordinator (360) 407-6648.

VIOLATIONS PROCEDURES

KCPHD 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 KCPHD which are not covered by this agreement shall be reported to ECOLOGY's Central Regional Office (509) 575-2639. 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.

ANNUAL REVIEW

KCPHD 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 the findings. The report shall be made available via the internet or upon request.



Well Construction and Decommissioning Quarterly Report Form

County Name: _____

Contact phone number: _____

Person reporting: _____

Contact email: _____

Quarter: ☐ JAN - MAR (due Apr 20th)

☐ APR - JUN (due July 20th)

☐ JUL - SEP (due Oct 20th)

☐ OCT - DEC (due Jan 20th)

Well Construction	Number
Reports of new (and alteration of existing) wells: <i>Number called-in to you</i>	
New wells (and alteration of existing) inspected at least once: <i>Only first inspection</i>	
Total number of well inspections: <i>Could be more than one inspection per well call-in</i>	
Wells inspected with driller present: <i>Interaction with driller is encouraged</i>	
Planned well inspections with driller absent: <i>Driller no-shows get inspection credit of 25% if it is not county's fault</i>	

Well Decommissioning	Number
Reports of well decommissioning: <i>Number called-in to you</i>	
Number of well decommissioning inspected at least once: <i>Only first inspection</i>	
Total decommissioning inspections: <i>Could be more than one inspection per well call-in</i>	
Well decommissionings inspected with driller present: <i>Interaction with driller is encouraged</i>	
Planned decommissioning inspections with driller absent: <i>Driller no-shows get inspection credit of 25% if it is not county's fault</i>	

Ecology Contact: Scott A. Malone, LHG
State Well Construction and Licensing Coordinator
Phone (360) 407-6648

Send completed form to:

Email: scma461@ecy.wa.gov

Mail: Department of Ecology
Well Construction Unit
PO Box 47600
Olympia, WA 98504-7600

FAX (with cover sheet): (360) 407-7162