

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION APPROVING THE INTERAGENCY AGREEMENT  
BETWEEN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY  
AND THE KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT**

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**RESOLUTION No. 2013- 118**

**WHEREAS**, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

**WHEREAS**, Kittitas County, through the Kittitas County Public Health Department, is charged with informing the public as to the causes, nature, and prevention of disease and disability and the preservation, promotion, and improvement of health; and

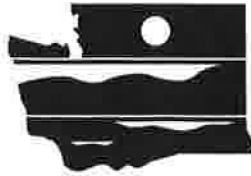
**WHEREAS**, on April 7, 2008, Kittitas County and the Washington State Department of Ecology entered into a Memorandum of Agreement (hereinafter, the "MOA") in order to establish the basic principles to be employed in evaluating the use of exempt ground water wells and associated water withdrawals in the area commonly known as "upper" Kittitas County.

**WHEREAS**, All parties wish to contract for the purpose of mutual advantage in cooperatively and jointly implementing the MOA; and

**WHEREAS**, All parties have agreed to enter into such an agreement under the terms and conditions of the Interagency Agreement shown on and attached hereto; and

**WHEREAS**, Kittitas County's Board of County Commissioners authorized the execution of this Interagency Agreement by action taken at a regular meeting; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners of Kittitas County, Washington authorizes the Public Health Administrator of the Kittitas County Public Health Department to execute the Interagency Agreement with the Washington State Department of Ecology that is attached hereto, and incorporated herein by this reference.



DEPARTMENT OF  
**ECOLOGY**  
State of Washington  
**IAA No. C1400064**

**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** is to provide a method to transfer funds from Ecology to KCPHD in order to cooperatively and jointly implement the Memorandum of Agreement (MOA) entered into between ECOLOGY and KCPHD dated April 7, 2008 regarding the management of exempt ground water wells in Kittitas County.

**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, 2013**, or date of execution, whichever comes later, and be completed by **June 30, 2014**, unless terminated sooner as provided herein.

**3) PAYMENT**

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed Six Thousand Six hundred One dollars (\$6,601.00). Payment for satisfactory performance of the work shall not exceed this amount

unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

#### **4) BILLING PROCEDURE**

The **KCPHD** shall submit invoices to ECOLOGY for payment. All invoices are to be delivered to the attention of at the following address: Jim Skalski, PO Box 47600 Olympia, WA 98504-7600. Invoices may be submitted on a monthly basis or at the completion of the work.

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid. 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 fiscal year, whichever is earlier. Payment will be within 30 days of receipt of properly completed invoice.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

#### **5) 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.

#### **6) SUBCONTRACTORS**

KCPHD agrees to take complete responsibility for all actions of any Subcontractor used for the performances under this agreement.

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 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..

## **9) GOVERNANCE AND PRECEDENCE**

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 Federal and State of Washington statutes, regulations and rules.
- b. Mutually agreed written amendments to this Contract.
- c. Statement of Work and Budget.
- d. Any other provisions of the Agreement, including materials incorporated by reference.

## **10) 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.

## **11) 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.

## **12) 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 the 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.

## **13) 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.

#### **14) TERMINATION**

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.

#### **15) 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.

#### **16) 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.

#### **17) 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 Kittitas County Public Health Department Representative is:
Name: Jim Skalski Address: PO Box 47600 Olympia, WA 98504-7600  Phone: (360) 407-6617 Email: jska461@ecy.wa.gov Fax:	Name: Robin Read Address: Morris Sorenson Building 507 North Nanum Street #102 Ellensburg, WA 98926  Phone: (509) 962-7003 Email: robin.read@co.kittitas.wa.us Fax:

**18) 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**

**Kittitas County Public Health  
Department**

Thomas Loranger 10-11-13  
Signature Date  
Thomas Loranger  
Thomas Loranger  
Program Manager  
Program Manager

[Signature] 10/3/13  
Signature Date  
Robin H. Read  
Print Name:  
Public Health Administrator  
Title:

Approved as to form:  
Attorney General's Office

## **APPENDIX A**

### **Work Products Expected**

**Task 1** – Purchase and use equipment necessary for exempt well water use measurement, analysis and tracking in accordance with the MOA regarding management of exempt wells in upper Kittitas County.

**Task 2** – Participate with Ecology efforts to develop a long term mitigation strategy regarding management of exempt wells in upper Kittitas County.

**Task 3** – A summary report of the exempt well program.



Kittitas County  
Review Form  
Grants & Contract Agreement



Today's Date 08/28/2013	Agenda Date
Fund/Department 116-Public Health	

**Contract/Grant Information**

Contract /Grant Agency: Interagency Agreement Between the State of Washington, Department of Ecology (Ecology) and Kittitas County Public Health Department (KCPHD)	
Period Begin Date: 07/01/2013	Period End Date: 06/30/2014
Total Grant/Contract Amount: \$6,601.00	
Grant/Contract Number:	
Contract/Grant Summary: The Interagency Agreement between the State of Washington, Department of Ecology and Kittitas County Public Health Department is made and entered into by both parties for the purpose of transferring funds from Ecology to KCPHD in order to cooperatively and jointly implement the MOA entered into between Ecology and KCPHD dated April 7, 2008 regarding the management of exempt groundwater wells in Kittitas County.	

**Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_**

Department Head Signature: <u>[Signature]</u> , Administrator	Date: <u>9/10/13</u>
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**Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:**

APPROVED AS TO FORM:

<u>[Signature]</u>	<u>9/19/13</u>
Signature of Prosecutor's Office	Date
<u>[Signature]</u>	<u>9/18/13</u>
Signature of Auditor's Office	Date
<u>[Signature]</u>	<u>19 Sep 13</u>
Signature of Board of Health member	Date

**Financial Information**

Total Amount \$6601.00	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#



	In-Kind \$ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

### Budget Information

Budget Amendment Needed?	Yes <input checked="" type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created? Yes		
Revenue Code 116-615.07.99.346.50		

### Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

### Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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### County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

### Submitted

Signature:	Date:
Department:	

### Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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