



CONTRACT NUMBER
N20428

SUBRECIPIENT *
 YES NO

CONTRACT NUMBER
N20428

SUBRECIPIENT

JOINT PLAN OF RESPONSIBILITY
INTERAGENCY AGREEMENT

JOINT PLAN OF RESPONSIBILITY
INTERAGENCY AGREEMENT

Between

DEPARTMENT OF HEALTH

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CHELAN-DOUGLAS HEALTH DISTRICT

THIS AGREEMENT is made and entered into by and between the Department of Health and the Chelan-Douglas Health District.

THE PURPOSE OF THIS AGREEMENT is to provide for a joint plan of responsibility which will provide for the enforcement of Chapter 249-291 WAC in Douglas County pursuant to Chapters 70.116A and 70.116 RCW and Chapter 249-291 WAC. The intent is to transfer primary responsibility to enforce Chapter 249-291 WAC to CDHD in compliance with interagency agreements between DCH and CDHD regarding the regulation of water systems.

WHEREAS, the Department of Health and the Chelan-Douglas Health District have entered into this agreement to provide for a joint plan of responsibility which will provide for the enforcement of Chapter 249-291 WAC in Douglas County pursuant to Chapters 70.116A and 70.116 RCW and Chapter 249-291 WAC. The intent is to transfer primary responsibility to enforce Chapter 249-291 WAC to CDHD in compliance with interagency agreements between DCH and CDHD regarding the regulation of water systems.

WHEREAS, the Department of Health and the Chelan-Douglas Health District have entered into this agreement to provide for a joint plan of responsibility which will provide for the enforcement of Chapter 249-291 WAC in Douglas County pursuant to Chapters 70.116A and 70.116 RCW and Chapter 249-291 WAC. The intent is to transfer primary responsibility to enforce Chapter 249-291 WAC to CDHD in compliance with interagency agreements between DCH and CDHD regarding the regulation of water systems.

WHEREAS, the Department of Health and the Chelan-Douglas Health District have entered into this agreement to provide for a joint plan of responsibility which will provide for the enforcement of Chapter 249-291 WAC in Douglas County pursuant to Chapters 70.116A and 70.116 RCW and Chapter 249-291 WAC. The intent is to transfer primary responsibility to enforce Chapter 249-291 WAC to CDHD in compliance with interagency agreements between DCH and CDHD regarding the regulation of water systems.

INCORPORATED HEREIN.

INCORPORATED HEREIN.

act executed and shall terminate on December 31, 2018 unless terminated sooner as provided herein.

and all expenses incurred by the parties to this agreement are the sole responsibility of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising out of or in connection with the performance of the work, shall be assigned to the State of Washington Department of Health.

The Contact Person for DOH is:

The Contact Person for CDHD is:

Jamelle J. Russell

Barry King, Region 5/6/7/8/9/10/11/12/13/14/15

This Agreement may be amended by mutual agreement of the parties.

Amendments to the Crown P. Rules (Chapter 046-001 WAC) Amendments shall not be binding unless

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible

level. If resolution is not achieved, it shall be referred to the Dispute Resolution Board.

The Dispute Resolution Board shall evaluate and resolve the dispute. The determination of the Dispute

Resolution Board shall be final and binding on the parties hereto.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of

HOLD HARMLESS

The CDHD shall defend, protect and hold harmless the state of Washington, its departments, its

include, but not be limited to, assertions that the use or transfer of any software, book, document, report,

INDEPENDENT CAPACITY

information that relates to a person's name, health, finances, business, use of resources, or receipt of services, including but not limited to, education, identification, health care, social security numbers, driver licenses, and other records, and any information that is otherwise "disclosed" or "released" includes information protected from disclosure under chapters 42.56, 70.02, 70.24, and 71.05 RCW but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither CDHD nor DOH shall use or disclose Personal Information in any manner that would

access, use, or disclosure the information in any form.

CDHD and DOH agree each will maintain books, records, documents and other supporting evidence

Statement of Work. These records will be open to inspection and/or review by authorized individuals

federal officials, as authorized by law. All the books, records, documents, and other material relevant

Records and other documents, in any medium, furnished by one of us to the other will remain the

property of its entity furnishing the information, unless otherwise agreed. Each will use reasonable security procedures and practices to ensure that all information under this

any provision of this Agreement or any provision of any law shall become invalid as a result of statutory or regulatory amendment or be held invalid by a court of general jurisdiction, such invalidity shall not affect other provisions of this Agreement which may or may not be affected

TERMINATION FOR CAUSE

[The following text is heavily obscured by noise and is largely illegible. It appears to be a header section of a document.]

This document, its attachments and its modifications, contains all the terms and conditions of the contract.

[The following text is heavily obscured by noise and is largely illegible. It appears to be a body section of a document.]

Title: Contracts Officer

Title: Health District Administrator

[The following text is heavily obscured by noise and is largely illegible. It appears to be a body section of a document.]

Title: Acting Director, Office of Drinking Water

Janis Spaw

EXHIBIT A

General and Shared Responsibilities

GENERAL:

Each party shall retain responsibility for its respective systems and operations. This SPA does not constitute an assignment of responsibility.

3. Exhibit B indicates allocation of specific tasks. The party assigned a function shall perform that function as a de facto day-to-day basis; the other party may provide advice or assistance or resources allow, provided that nothing herein shall preclude either party from taking primary responsibility for a function by mutual agreement or where an emergency exists or when the assigned party is unable to act effectively.

Six months prior to the termination date, DUN and GUNU will meet to evaluate the implementation of this

drinking water emergencies, security incidents and business continuity and disaster recovery systems.

GROUP B PROGRAM FUNCTIONS
 (Within the Scope of chapter 246-291 WAC)

Assignment of Responsibility

Develop and implement a local Group B design approval fee schedule. CDHD may charge fees

for design approval. The fee schedule may be established by the local health department or the local health officer. The fee schedule may be established by the local health department or the local health officer. The fee schedule may be established by the local health department or the local health officer.

standards.

Review and approve all design submittals for new or expanding Group B public water systems that require submittal by a P.E., as required by chapter 246-291 WAC.

Conduct well site inspections for new Group B systems.

Share written communications with DOH. This includes, but is not limited to, providing DOH with copies of the following within 30 days of approving the design submittal for a new or expanding Group B water system:

CDHD

- a. Approval letter with the name of the system, maximum number of connections to be served, the location of the system, and number of dwelling units and number of non-residential connections approved;
- b. Well log;
- c. Completed notice to title information;
- d. Completed water facility inventory (WFI) form;
- e. Satisfactory coliform bacteria analysis lab report(s), satisfactory inorganic chemical analysis lab, and any other water quality information as may have been required for approval of the source(s).

Issue and lift health advisories, including boil water/bottled water notices, for Group B public water systems. Inform DOH of all health advisories when issued and rescinded.

Ensure compliance with all ongoing requirements in chapter 246-291 WAC (such as WAC 246-291-250, 246-291-251, and 246-291-252) for all Group B public water systems.

Review and approve all design submittals for new or expanding Group B public water systems that require submittal by a P.E.

Share written communications with CDHD. This includes, but is not limited to, providing CDHD with copies of the following within 30 days of approving a new or expanding Group B water system:

- a. Approval letter with the name of the system, maximum number of connections to be served, the location of the system, and number of dwelling units and number of non-residential connections approved;
- b. Well log;
- c. Completed notice to title information, and
- d. Completed water facility inventory (WFI) form

DOH

Review hydrogeologic evaluations of potential GWI sources, and provide a determination to CDHD that the proposed source is a GWI source or a groundwater source.

Provide periodic training for CDHD staff, and provide technical assistance to CDHD staff as requested and as DOH resources permit.

Maintain Group B Design Guidelines, the Group B Design Workbook, and the Group B Resource Web Page.

Enter initial water facilities inventory (WFI) information into DOH's drinking water data system for each new and expanded Group B water system approved by CDHD after CDHD submits the completed WFI.

Enter WFI information for existing Group B water systems that serve ten or more dwelling units. CDHD submits a completed WFI to DOH.

Request annual WFI updates from all public water systems approved to serve 10 or more dwelling units. DOH will share with CDHD any change in classification (Group A systems becoming Group B systems or vice versa) based on its annual review.

Enter Group B water quality lab reports which include a valid public water system identification number.

(Within the Scope of chapter 246-290 WAC)

Responsibility

Participate in annual water quality inspections of water and/or wastewater treatment plants.

(b) Do not use a variable speed pump.

(c) Do not provide fire flow.

(d) Do not have special hydraulic considerations.

(e) Do not have atmospheric storage in which the bottom elevation of the storage reservoir is below the ground surface.

(f) Serve fewer than ten service connections.