



Commissioners
Brian Sheldon – Gwen Brake – Glenn Ripley

February 18, 2015

Meeting Date:

February 23 2014

Agenda Item:

5D – Resolution 02-2015 Approving DOE Cost Reimbursement Agreement

Submitted By

Bill Neal

Recommended Action:

Approve Resolution

Summary:

RCW 90.44.100 allows the holder of a valid groundwater water right permit or certificate to amend their permit or certificate to replace or add a well(s).

The District applied for a water rights change in September, 2014. Currently DOE water right permit writers have backlogged work. A review or pending permits in WRIA 24 (includes Pacific County) shows pending permit application as far back as 1991.

In 2000 the legislature created a cost reimbursement alternative whereby a water rights applicant can enter into a contract with ecology to contract the work required to process a water right application. The work required is well described in the attached proposal from Mike Krautkramer, Robinson Noble. The legislature amended the cost reimbursement program in 2009 to make it more cost effective and less time consuming for water rights change applicants.

Ecology Staff drafted a cost reimbursement agreement for the District. The terms of the agreement are:

1. Performance Security: \$5,000 Deposit;
2. Authority: RCW 43.21A.690 and RCW 90.03.265;

3. Purpose: Expedite Ecology's decisions and may or may not result in the issuance of permits;
4. Reimbursements: All eligible cost incurred by Ecology must be reimbursed by the District, including direct and indirect costs, staff replacement for time spent working on permit and decision-making through any final decision by Ecology;
5. Billing: Ecology will bill the District monthly;
6. Deliverables: Draft Report of Examination (ROE) that is legally and scientifically defensible;
7. Total Estimated Cost: \$20,040.00
8. Status Reports: Ecology will provide the District brief status reports within 21 days of request but not more often than every 30 days;
9. Termination: The agreement can be terminated for Cause by either party, for convenience by either party, Lack of Authorization in the event the legislature repeals the law under which the agreement is authorized or a court declares the agreement unlawful;
10. Standard Contract Provisions: No Waiver, Entire Agreement, No Modification, No Assignment, No Effect on Legal Requirements of Processes, Indemnification, Dispute Resolution (Superior Court of Thurston County), Governing Law (Washington State), Severability, Records, Notice, and Counterparts.

End of Report
