

**INTERAGENCY AGREEMENT BETWEEN
PUGET SOUND CLEAN AIR AGENCY
AND
THE WASHINGTON STATE DEPARTMENT OF HEALTH**

This Interagency Agreement is executed by and between the Washington State Department of Health, hereinafter referred to as "DOH" and Puget Sound Clean Air Agency, hereinafter referred to as "PSCAA".

WHEREAS, under Chapter 70.98 RCW, DOH is responsible for regulating and conducting new source review for sources of radioactive air emissions throughout the State of Washington, and

WHEREAS, under Chapter 70.94 RCW, PSCAA is responsible for regulating and conducting new source review for all other air contaminant emission sources in King, Kitsap, Pierce, and Snohomish Counties, except chemical pulp mills and primary aluminum plants, and

WHEREAS, under Chapter 173-401 WAC, the Washington Department of Ecology has delegated to PSCAA the responsibility to issue operating permits for all sources in King, Kitsap, Pierce, and Snohomish Counties, except chemical pulp mills and primary aluminum plants, and

WHEREAS, operating permits issued under Chapter 173-401 WAC must contain all federally applicable requirements, including the National Emission Standards for Hazardous Air Pollutants (NESHAP) for radionuclides contained in 40 CFR Part 61, Subpart I, and,

WHEREAS, DOH has received EPA delegation of authority to enforce 40 CFR Part 61, Subpart I (71 Fed. Reg. 32276, June 5, 2006), and,

WHEREAS, in entering into this agreement, PSCAA and DOH desire to work together to enforce 40 CFR Part 61, Subpart I at facilities subject to Chapter 173-401 WAC, located in King, Kitsap, Pierce, and Snohomish Counties,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

1. **Purpose.** The purpose of the Agreement is to describe the roles and responsibilities of PSCAA and DOH in enforcing the requirements of Chapter 173-401 WAC in King, Kitsap, Pierce, and Snohomish Counties for facilities subject to 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC. This agreement replaces any prior agreements (DOH Contract 04308) between DOH and PSCAA related to 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC.
2. **Operating Permits.** PSCAA will issue operating permits for all sources located in King, Kitsap, Pierce, and Snohomish Counties subject to Chapter 173-401 WAC, except chemical pulp mills and primary aluminum plants. PSCAA will consult with DOH during the permit review for any source subject to the requirements of 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC, to determine appropriate operating permit requirements. DOH will inform PSCAA of radionuclide emission limitations and control technologies DOH deems appropriate for incorporation into operating permits issued by PSCAA. DOH will establish these requirements in accordance with 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC, in a license that will be incorporated by PSCAA as an applicable requirement into the operating permit. Where pollutant control technology requirements address both radioactive and non-radioactive emissions, DOH and PSCAA agree to work together to avoid any conflicting requirements. DOH will review all draft operating permits and provide PSCAA with any suggested changes regarding radionuclide emissions.

3. **Initial Evaluation.** DOH will conduct an evaluation of the compliance status of any newly identified facilities in King, Pierce, Kitsap, and Snohomish counties, that may be subject to Chapter 173-401 WAC and the requirements of 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC within 90 days of issuance of an Operating Permit. DOH shall provide PSCAA a written report of the evaluation(s) of the compliance status of any such facilities within 120 days of issuance of an Operating Permit, describing any compliance problems with respect to 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC that need to be resolved.
4. **Routine Inspections and Evaluations.** DOH will perform at least one inspection annually of all facilities in King, Kitsap, Pierce, or Snohomish counties that are subject to Chapter 173-401 WAC and the requirements of 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC. With respect to each such inspection, DOH will provide PSCAA with a detailed written report summarizing the inspection and any compliance issues within 30 days of receipt of all follow-up documentation requested from the facility, but no later than September 15th of each year. DOH will also provide a full copy of the inspection file to PSCAA if any enforcement activity is initiated. DOH will review all radionuclide air emissions reports and annual compliance certifications for the AOP incorporated radioactive air licenses submitted by DOH radioactive air licensed facilities and provide PSCAA with a written evaluation of such reports within 30 days of receiving the report. DOH shall also report all necessary information to EPA with appropriate and timely entries into the Integrated Compliance Information System (ICIS).
5. **Enforcement.** DOH shall act as lead agency for issues and questions pertaining to regulating radionuclide air emissions. DOH is responsible for evaluating airborne radionuclide emissions from new and modified sources and determining compliance status of sources subject to the requirements of 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC. DOH may request assistance from PSCAA, in enforcing the requirements of 40 CFR Part 61, Subpart I and/or Chapter 246-247 WAC for any source subject to Chapter 173-401 WAC. The enforcement contact for PSCAA shall be the Compliance Division Director and the contact for DOH shall be the Manager of the Radioactive Air Emissions Section, Office of Radiation Protection. DOH shall provide to PSCAA a full copy of the inspection file for all enforcement cases. DOH shall also report all necessary information to EPA with appropriate and timely entries into ICIS for any enforcement action taken.
6. **Compensation.** DOH will bill PSCAA quarterly for inspections or evaluations performed in the preceding quarter, up to a maximum of \$30,000.00 per fiscal year. Each bill submitted by DOH to PSCAA shall describe the method of calculating the cost and document the inspections or evaluations completed during the quarter. Bill should be submitted to the Manager of Finance, Puget Sound Clean Air Agency, 1904 Third Avenue, Suite 105, Seattle, WA 98101. Funding for work to be conducted after June 30, 2019, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by DOH, and DOH shall not proceed to perform any work under this Agreement after June 30, 2019 until so authorized by PSCAA. PSCAA shall provide such authorization in writing by May 30, 2019.
7. **Employees.** The employees of DOH shall remain employees of the DOH and shall not be employees of PSCAA and shall receive no compensation from PSCAA. Additionally, employees of PSCAA shall remain employees of PSCAA and shall not be employees of DOH and shall receive no compensation from DOH.
8. **Changes.** The parties may, from time to time, require changes in this Agreement. Only the PSCAA Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to the changes by written amendment to the Agreement.
9. **Effective Date and Duration.** This Agreement shall be effective as of the Date of Execution, and continue until terminated as per Section 10. All parties agree that a comprehensive review will take place at intervals of five (5) years. Any revisions, including changes to the term of this Agreement, will be captured in the

form of an amendment, signed and executed by duly authorized personnel from both parties.

10. **Termination.** Either party may terminate this agreement at any time providing thirty (30) days written notice thereof. Such notice shall describe the reason for the termination.
11. **Hold Harmless.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.
12. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.
13. **Non-discrimination.** During performance of this Agreement, the parties shall comply with all federal, state and local nondiscrimination laws, regulations and policies, including but not limited to, Title VI of the Civil Rights Act and all implementing regulations.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

PUGET SOUND CLEAN AIR AGENCY

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

By:



Craig T. Kenworthy
Executive Director

Date: 7/15/19

By:



Frank Webley
Contracts and Procurement Office
Contracts Specialist III

Date: 6/21/19

By:



Jennifer A. Dold
General Counsel

Date: 7/15/19

Frank Webley
Contract Specialist III