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JUL 22 2015

DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE

AGREEMENT
between
THE CITY OF EMMETT
and
THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

This Agreement is made and entered into by and between the City of Emmett (the City) and the Idaho Department of Environmental Quality (DEQ).

PURPOSE:

Through this Agreement the undersigned parties agree to a ground water monitoring project at the City, to share records and information collected during the ground water monitoring project and to share the costs of the collection and analysis of such information. The ground water monitoring project includes collection and laboratory analyses of ground water samples from four City public water supply wells. DEQ and the City agree that assessing the quality of ground water at the City's public water supply wells is of benefit to both parties and the citizens of Gem County. DEQ's activities for the project are budget dependent, and may be limited and/or cancelled at any time. It is anticipated that the four City public water supply wells will be sampled on an annual schedule through December 31, 2016.

DEQ SHALL:

1. Provide labor and materials for the collection of ground water samples from four City public water supply wells, and ship the samples to the analytical laboratory(s).
2. Provide the City with a description of the wells selected for sampling, and a projected sampling schedule.
3. Perform review and reduction of the laboratory analytical data, and provide the City with a summary of the sampling event and interpretation of the sample analyses.
4. Enter, at DEQ's discretion, the collected data into a DEQ-maintained ground water quality database.
5. As applicable, collect duplicate water samples for laboratory analyses at a separate laboratory(s) for quality control purposes. The costs for shipment and laboratory analyses of the duplicate samples would be the responsibility of DEQ.

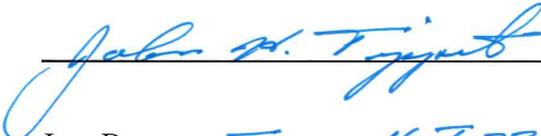
THE CITY SHALL:

1. Allow DEQ access to the selected public water system wells for sampling activities.
2. Be responsible for the costs of shipment and laboratory analyses of the water samples.

3. The City agrees that the laboratory analytical data may be entered into DEQ's ground water quality database that is accessible to the public.
4. The City agrees that the project data may be published in a DEQ report or document that is available to the public.

TERM OF AGREEMENT AND TERMINATION

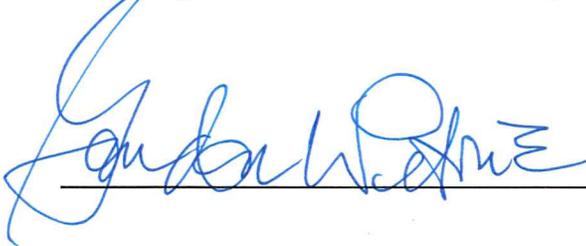
1. This Agreement shall be effective upon signature by both parties.
2. Upon written notice to the City, DEQ may terminate this agreement, or limit the number of wells sampled, at any time. Unless terminated earlier by DEQ, this Agreement shall be effective until December 31, 2016.
3. The early termination of this Agreement shall not excuse the City from its obligation to pay for any invoices for the shipment and/or analysis of water samples that have not been paid in full by the City on the date of termination.



Jess Byrne *JOHN H. TIPPETS*
Interim Director
Idaho Department of Environmental Quality

8/12/15

Date



Gordon W. Petrie
Mayor
City of Emmett

14 JULY 2015

Date