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Title: PORT HADLOCK DETACHMENT (USNAVY)

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1  
2 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10  
3 AND THE  
4 WASHINGTON STATE DEPARTMENT OF ECOLOGY  
5 AND THE  
6 UNITED STATES DEPARTMENT OF THE NAVY

7 IN THE MATTER OF: )

8 U.S. Department of the Navy, )  
9 Naval Ordnance Center Pacific ) INTERAGENCY AGREEMENT  
10 Div., Port Hadlock Det., ) UNDER CERCLA SECTION 120  
11 Hadlock, Washington ) EPA DOCKET: 10-95-0151 CERCLA

12 I. BACKGROUND

13 1.1 In June 1994, the Naval Ordnance Center Pacific  
14 Division, Port Hadlock Detachment, Hadlock, Washington was placed  
15 on the National Priorities List. A Remedial  
16 Investigation/Feasibility Study was completed for Site 10, the  
17 North End Landfill and Site 21, Building 86 Fill Area, in January  
18 1995. This agreement addresses remedial actions to be conducted  
19 at Site 10 and Site 21.

20 II. JURISDICTION

21 2.1 The United States Environmental Protection Agency,  
22 Region 10 [hereinafter EPA], enters into this Agreement pursuant  
23 to Section 120(e)(2) and (4) of the Comprehensive, Environmental  
24

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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER  
28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 1

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SEP 06 1996  
Environmental Cleanup Office

1 Response, Compensation and Liability Act [CERCLA], 42 U.S.C.

2 Section 9620(e)(2) and (4), and Executive Order 12580.

3       2.2       The US Navy enters into this Agreement pursuant to  
4 Section 120(e)(2) and (4) of CERCLA, 42 U.S.C. Section 9620(e)(2)  
5 and (4), Executive Order 12580, and the Defense Environmental  
6 Restoration Program [DERP], 10 U.S.C. § 2701 et seq. ;  
7

8       2.3       The State of Washington Department of Ecology  
9 [hereinafter Ecology] enters into this Agreement pursuant to  
10 Section 120(f) and 121(f) of CERCLA, 42 U.S.C. Sections 9620(f)  
11 and 9621(f); Chapters 90.48, 70.105 and 43.21(A) of the Revised  
12 Code of Washington (RCW); and Chapter 70.105D RCW, the Model  
13 Toxics Control Act (MTCA).  
14

### 15 16                               III. DEFINITIONS

17       3.1       The terms used in this Agreement shall have the  
18 same definition as the terms defined in Section 101 of CERCLA, 42  
19 U.S.C. Section 9601, and the National Contingency Plan [NCP],  
20 40 CFR Part 300.  
21

22       3.2       "Days" shall mean calendar days unless otherwise  
23 specified.  
24

### 25                               IV. PURPOSE

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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 2

1           4.1           The general purpose of this Agreement is to  
2 provide a legal framework in accordance with Section 120(e) of  
3 CERCLA for the expeditious completion of the remedial actions  
4 selected in the Record of Decision (ROD) for Sites 10 and 21 and  
5 to set out the roles and responsibilities of the Parties to this  
6 Agreement. This Agreement also addresses the one-year monitoring  
7 requirement specified in the ROD for Sites 11, 12, and 18 in  
8 order to confirm that no further action at these Sites is  
9 necessary. The ROD also specified that no further action is  
10 necessary at Sites 15, 19, 20, and 22.

12           4.2           Specifically, the Navy's role and responsibility  
13 is to act as lead agency for the implementation of the selected  
14 remedies for Sites 10 and 21, conduct monitoring at sites 11, 12  
15 and 18, and achieve the cleanup goals and ARAR requirements as  
16 per the ROD; Ecology's role and responsibility is to oversee the  
17 implementation process, including but not limited to document  
18 review and approval; and EPA's role is to publish the remedial  
19 action schedule for the completion of the selected remedies,  
20 confirm that arrangements for the operation and maintenance of  
21 the remedy are in place, and, upon completion of the remedial  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 3

1 actions in accordance with the cleanup goals and ARAR  
2 requirements set forth in the ROD; delist the site.

3 4.3 In accordance with the EPA/Ecology Agreement  
4 entitled "Superfund Management In Washington" dated October 14,  
5 1994, Ecology has primary responsibility under this Agreement for  
6 the review and approval of work plans and other deliverables and  
7 for oversight of remedial actions and operation and maintenance.  
8 Work plans and other deliverables will be submitted to Ecology.  
9 However, in the event Ecology withdraws from this Agreement; or  
10 if the situation otherwise warrants and Ecology agrees, and after  
11 written notification to the Navy, EPA may take over Ecology's  
12 roles and responsibilities under this Agreement. Accordingly,  
13 the term "Agency" or "Ecology" in this Agreement means Ecology  
14 unless EPA has taken over Ecology's roles and responsibilities;  
15 in such event, the term "Agency" or "Ecology" means EPA.  
16  
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20 V. REVIEW OF ALTERNATIVE REMEDIAL ACTIONS AND REMEDY SELECTION

21 5.1 The alternatives that were considered for Sites 10,  
22 11, 12, 15, 18, 19, 20, 21, and 22 were presented and evaluated  
23 in the Proposed Plan that was made available to the public on  
24 March 6, 1995. A Record of Decision (ROD) that selected  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 4

1 remedial actions at Sites 10 and 21, one-year monitoring at Sites  
2 11, 12, and 18, and no further actions at Sites 15, 19, 20, and  
3 22 was executed on August 18, 1995. The ROD is hereby  
4 incorporated by reference.  
5  
6

7 VI. REMEDIAL ACTION DELIVERABLES AND SCHEDULE

8 6.1 The Navy shall submit deliverables in support of  
9 the implementation of the remedial actions for Agency review and  
10 approval in accordance with the schedule shown below.  
11

12 (a) Site 10, Northend Landfill

13 (i) Final Remedial Action Work Plan submitted to the  
14 Agency by May 24, 1996;

15 (ii) Draft Final Remedial Action Report. (Date of  
16 submittal will be established in the Remedial  
17 Action Work Plan);  
18

19 (iii) Draft Final Operations and Maintenance Plan (to  
20 include Compliance Monitoring Plan for  
21 groundwater) submitted to the Agency by November  
22 30, 1996; and  
23  
24  
25

(iv) Draft Final Compliance Monitoring Plan for

Shellfish submitted to the Agency by March 1,

1997;

(b) Site 21

(i) Draft Final Sampling and Analysis Plan submitted  
to the Agency by October 5, 1995;

(ii) Draft Final Monitoring Report submitted to the  
Agency by December 1, 1997.

(c) Sites 11, 12, and 18

(i) Draft Final Monitoring Report due 180 days after  
the decision is made that monitoring is complete.

6.2 Upon approval by the Agency, these deliverables  
shall be incorporated into this Agreement, and shall be  
implemented by the Navy in accordance with their terms and  
schedules, and in accordance with applicable law and the ROD.

VII. OPERATION AND MAINTENANCE

7.1 Operation and maintenance [O&M] activities at Site  
10 shall be conducted in accordance with the Operations and  
Maintenance Plan and shall include but not be limited to the  
following:

INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 6

- 1 (a) Grasses from the Cap area shall be maintained so as not  
2 to interfere with the integrity of the Cap;
- 3 (b) The Cap shall be inspected twice yearly and following  
4 major storm events as defined in the O&M Plan, for  
5 settling, ponding and woody growth. Deficiencies, if  
6 any, shall be corrected;
- 7 (c) For a period of five years, the Navy shall inspect the  
8 shoreline protection in the fall, in the spring, and  
9 following major storms for integrity, vegetative  
10 growth, stability and erosion. Deficiencies, if any,  
11 shall be corrected;
- 12 (d) After five years, the Navy shall inspect the shoreline  
13 protection in the fall of each year and following major  
14 storms for integrity, vegetative growth, stability and  
15 erosion. The Navy shall correct any deficiencies.

16 7.2 In the event of any conflict between the above  
17 requirements and the requirements as set forth in the final  
18 approved Operations and Maintenance Plan, the requirements in the  
19 Operations and Maintenance Plan will supersede.

20 VIII. REVIEW AND COMMENT PROCESS ON DELIVERABLES

21 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

22 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 7

1           8.1           To improve the efficiency of developing  
2 deliverables, the project managers will develop a Working  
3 Agreement to address items such as expectations, communication,  
4 and document review processes. The Working Agreement will be  
5 reevaluated annually prior to the Navy submitting its budget  
6 request for the following year, and at other times pursuant to  
7 the request of any party.

9           8.2           The Navy shall submit deliverables to the Agency  
10 in accordance with the schedule set forth herein. From the date  
11 of Agency receipt of the draft final document, the following  
12 process will ensue:  
13

14           (a) Within 30 days of receiving the Navy's draft final  
15 document and response to comments, the Agency will  
16 notify the Navy whether the draft final document  
17 adequately addresses Agency comments on the draft  
18 document. In the absence of notification, the document  
19 will become final at the end of the 30 day period.  
20

21           (b) If the Agency identifies inadequacies in the draft  
22 final document and/or the response to comments, the  
23 Agency will provide the Navy with relevant comments  
24 within the 30 day period.  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 8

1 (c) Within 30 days of receiving the Agency comments, the  
2 Navy will submit to the Agency a final document along  
3 with a response to comments identifying how comments  
4 were addressed.

5 (d) Within 30 days of receiving the Navy's final document  
6 and response to comments, the Agency will notify the  
7 Navy whether the final document adequately addresses  
8 Agency comments. In the absence of notification, the  
9 document will become final at the end of the 30 day  
10 period.  
11

12 (e) If within the 30 day period the Agency  
13 identifies that inadequacies in the final  
14 document which were previously identified to  
15 the Navy have not been addressed and/or the  
16 Navy's response to Agency comments are  
17 inadequate, the Agency will activate the  
18 dispute resolution process by preparing a  
19 written statement of dispute.  
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22 8.3 The Agency or the Navy may extend for an  
23 additional 20 days the 30-day period for commenting on a draft  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 9

1 final document or finalizing a document by giving written notice  
2 to the other party.

3       8.4       The Agency or the Navy may seek to modify a  
4 deliverable after finalization if it determines, based on new  
5 information (i.e., information that became available, or  
6 conditions that became known, after the report was finalized)  
7 that the requested modification is necessary. The parties agree  
8 in principle that reports should not be modified unless the new  
9 information is substantial and relevant. The Agency or the Navy  
10 may seek such a modification by submitting a concise written  
11 request to the Project Manager of the other Parties. The request  
12 shall specify the nature of the requested modification and how  
13 the request is based on new information.  
14  
15

16       8.5       In the event that unanimous agreement is not reached  
17 by the Project Managers on the need for a modification, the  
18 Agency or the Navy may invoke dispute resolution to determine if  
19 such modification shall be conducted.  
20  
21

## 22       IX. AUTHORITY OF NAVY AND AGENCY PROJECT MANAGERS

23       9.1       The Agency and the Navy shall identify their  
24 project managers for purposes of implementing this Agreement and  
25  
26

27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 10

1 inform each other via letter of who they are. The project  
2 managers will meet or confer approximately every 14 days to  
3 review and discuss work being performed under this Agreement.  
4 The Agency and Navy project managers shall have the following  
5 authorities:

- 6 (a) To review and comment on deliverables (Agency project  
7 manager only).
- 8 (b) To coordinate dispute resolution, to invoke dispute  
9 resolution, and to issue the written statement of  
10 dispute under the formal dispute resolution procedures.
- 11 (c) By mutual agreement, to modify deliverables, to approve  
12 deadlines, revise deadlines and schedules, and modify  
13 deliverable review periods in accordance with written  
14 justification. If the project managers cannot reach  
15 agreement, the matter will be referred to their  
16 immediate supervisors for resolution who will attempt  
17 to resolve the dispute informally. If that is not  
18 possible, the matter will be referred for formal  
19 dispute resolution in accordance with Section XII.

20 9.2 Any significant revisions to the schedule set  
21 forth herein shall be published by the Agency and the Navy. Any  
22

23 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

24 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 11  
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1 amendments to the requirements in the Record of Decision (ROD)  
2 will require EPA review and approval.  
3

4 X. ACCESS

5 10.1 Without any limitation on any authority conferred  
6 on them by law, Ecology and EPA, and/or their authorized  
7 representatives, shall have authority to enter the Site at all  
8 reasonable times for the purposes of, among other things: (1)  
9 inspecting records, operating logs, contracts, and other  
10 documents relevant to implementation of this Agreement; (2)  
11 reviewing the progress of the Navy, its response action  
12 contractors, or agents in implementing this Agreement; (3)  
13 conducting such tests as they deem necessary; and (4) verifying  
14 the data submitted by the Navy. The Navy shall honor all  
15 requests for such access, subject only to presentation of proper  
16 identification and conformance with security regulations. The  
17 Navy reserves the right to require an escort for Agency  
18 representatives when visiting the Site; however, the Navy agrees  
19 that conformance with security regulations and the provision of  
20 an escort will not unduly delay access. To the extent possible,  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 12

1 the Agency shall provide reasonable notice to the Navy Project  
2 Manager prior to Site visit.

3 10.2 To the extent that this Agreement requires access  
4 to property not owned and controlled by the Navy, the Navy shall  
5 take all reasonable steps to obtain access including, but not  
6 limited to, relying on its authority under Section 104(e) of  
7 CERCLA, 42 U.S.C. Section 9604(e). If the Navy obtains access to  
8 the property by agreement with the property owner, the Navy, will  
9 make every reasonable effort to obtain identical access rights  
10 for EPA and Ecology, and provide the Agency with copies of such  
11 agreements. The Navy may request the assistance of the Agency in  
12 obtaining such access, and, upon such request, the Agency will  
13 take all reasonable steps to obtain the required access.  
14  
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16

## 17 XI. FUNDING

18 11.1 Funds appropriated annually by Congress under the  
19 "Environmental Restoration, Defense" appropriations in the  
20 Department of Defense (DOD) Appropriation Act and allocated to  
21 the Navy by the DOD will be the source of funds for activities  
22 required by this Agreement. The Navy agrees to seek sufficient  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 13

1 funding through the DOD budgetary process to fulfill its  
2 obligations under this Agreement.

3 11.2 EPA and the Navy agree that any requirement for  
4 the payment or obligation of funds, including penalties, arising  
5 under this Agreement, shall be subject to the availability of  
6 appropriated funds. EPA and the Navy further agree that no  
7 provision herein shall be interpreted to require obligation or  
8 payment of funds in violation of the Anti-Deficiency Act, 31  
9 U.S.C. § 1341.  
10

11 11.3 Ecology disagrees that lack of appropriations or  
12 funding is a valid defense to the Navy's failure to comply with  
13 the terms of this Agreement. However, Ecology and the Navy agree  
14 that it is premature at this time to raise and adjudicate the  
15 existence of such a defense. If appropriated funds are not  
16 available to fulfill the Navy's obligations under this Agreement,  
17 the Parties shall attempt to agree upon appropriate adjustments  
18 to the work that requires the payment or obligation of such  
19 funds. If no agreement can be reached, and Ecology subsequently  
20 brings an action to enforce any provision of this Agreement, then  
21 Ecology and the Navy agree that they may litigate the validity of  
22 this defense.  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 14

1  
2 XII. DISPUTE RESOLUTION

3 12.1 The Agency or the Navy can invoke the dispute  
4 resolution process. If a dispute arises under this Agreement,  
5 the following procedures shall apply.  
6

7 12.2 The Agency and the Navy shall make reasonable  
8 efforts to informally resolve disputes at the Project Manager or  
9 immediate supervisor level. It is incumbent upon the disputing  
10 Party to attempt to engage the other Party in informal dispute  
11 resolution and attempt to resolve the dispute. If resolution  
12 cannot be achieved informally, the procedures of this Part shall  
13 be implemented to resolve the dispute.  
14

15 12.3 Within (30) days after: (1) issuance of a revised  
16 deliverable pursuant to Part VI of this Agreement, or (2)  
17 notification of a decision made pursuant to this Agreement, the  
18 disputing Party shall submit to the other Party a written  
19 statement of dispute setting forth the nature of the dispute, the  
20 work affected by the dispute, the disputing Party's position with  
21 respect to the dispute and the information the disputing Party is  
22 relying upon to support its position.  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 15

1           12.4           The Dispute Resolution Group (DRG), consisting of  
2 one representative each from the Navy and Ecology, will serve as  
3 a forum for resolution of disputes for which agreement has not  
4 been reached through informal dispute resolution.   The Navy  
5 representative to the DRG will be the Head, Environmental  
6 Department, Engineering Field Activity, Northwest; for Ecology,  
7 it will be the Manager of the Toxics Cleanup Program,  
8 Headquarters Section.

10           12.5           Following elevation of a dispute to the DRG, the  
11 DRG shall have twenty-one (21) days to unanimously resolve the  
12 dispute and issue a written decision signed by the Parties  
13 involved in the dispute.

15           12.6           In the event EPA takes over the oversight role  
16 from Ecology, the Head, Environmental Department, Engineering  
17 Field Activity, Northwest for the Navy, and the Associate  
18 Director of the EPA Office of Environmental Cleanup, or his  
19 designee, shall comprise the DRG and attempt to resolve the  
20 dispute.

22           12.7           If the DRG is unable to unanimously resolve the  
23 dispute and issue a written decision within this twenty-one (21)  
24 day period, the Director of the Department of Ecology shall  
25

27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 16

1 within 14 days consult with the EPA Region 10 Regional  
2 Administrator (RA) and the Commanding Officer, Engineering Field  
3 Activity, Northwest. Within 7 days after this consultation, the  
4 Director of the Department of Ecology shall issue a written  
5 position on the dispute. In the event EPA takes over the  
6 oversight role from Ecology, the EPA Region 10 Regional  
7 Administrator (RA) shall issue a written position on the  
8 dispute.  
9

10 12.8 Within 14 days of the Ecology Director's (or RA's)  
11 issuance of a written position on the dispute, the Navy may  
12 elevate the dispute to the Administrator of EPA for resolution if  
13 the Office of the Assistant Secretary of the Navy, Installations  
14 & Environment determines that the position of the Ecology  
15 Director (or RA) has significant national policy implications.  
16 Elevation of the dispute must be in writing, and must identify  
17 the basis for the determination by the Office of the Assistant  
18 Secretary of the Navy, Installations & Environment that the  
19 position has national policy implications. Additionally, notice  
20 shall be provided to Ecology immediately. This threshold  
21 determination by the Office of the Assistant Secretary of the  
22 Navy, Installations & Environment, is not reviewable by the  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 17

1 Administrator and not subject to dispute resolution. If the  
2 dispute is not elevated within the 14 day period, the Navy shall  
3 be deemed to have agreed with the Ecology Director's written  
4 position.

5       12.9       If a dispute is elevated to the Administrator, the  
6 Administrator will review and resolve the dispute in accordance  
7 with applicable law and regulations within 21 days. Upon request  
8 and prior to resolving the dispute, the Administrator may meet  
9 and confer with all the parties to discuss the matters under  
10 dispute. The Administrator shall provide a minimum of five (5)  
11 working days advance notice of such meeting to all parties in  
12 order to afford the Parties the opportunity to attend. Upon  
13 resolution, Administrator shall provide the Parties with a  
14 written final decision setting forth resolution of the dispute.  
15 The duties of the EPA Administrator and the Office of the  
16 Assistant Secretary of the Navy, Installations & Environment may  
17 not be delegated.

18       12.10       After resolution of a dispute, the Navy shall  
19 incorporate the results of dispute resolution into the  
20 appropriate deliverable, schedule or procedures within 30 days  
21 and proceed accordingly.

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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 18

12.11 When dispute resolution is in progress, work affected by the dispute will immediately be discontinued unless otherwise indicated in writing by the Agency. All elements of the work required by this Agreement which are not affected by the dispute shall continue in accordance with the applicable schedule.

12.12 Within 30 days of resolution of a dispute, the schedule affected by the dispute and any dependent subsequent tasks and activities shall be adjusted to reflect the final decision resulting from dispute resolution and a written revised schedule shall be issued and incorporated herein.

12.13 Any deadline in the dispute resolution process may be extended with the consent of the Agency and the Navy.

### XIII. ENFORCEABILITY

13.1 The Parties agree that:

- a. Upon its effective date, this Agreement is enforceable by any person pursuant to Section 310 of CERCLA and any violation of any term or condition of this Agreement will be subject to civil penalties under Sections 109 and 310(c) of CERCLA;

INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 19

- 1       b. Any final resolution of a dispute pursuant to this  
2       Agreement that establishes a term, condition, schedule,  
3       or deadline shall be enforceable by any person pursuant  
4       to Section 310 of CERCLA, and any violation of such  
5       term, condition, schedule, or deadline will be subject  
6       to civil penalties under Sections 109 and 310(c) of  
7       CERCLA; and  
8  
9       c. Nothing in this Agreement shall be construed as  
10      authorizing any person to seek judicial review of any  
11      action or work where review is barred by any provision  
12      of CERCLA including Section 113(h) of CERCLA.  
13

14  
15                               XIV. PENALTIES

16       14.1       Upon determining that the Navy has failed to  
17      comply with any provision of this Agreement, the Agency shall  
18      notify the Navy in writing. If the failure in question is not  
19      already subject to dispute resolution at the time such notice is  
20      received, the Navy shall have fifteen days after receipt of the  
21      notice to submit a written statement of dispute and invoke  
22      dispute resolution on the question of whether the failure, did,  
23      in fact, occur.  
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27      INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28      PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 20

1           14.2           In the event that the Navy fails to comply with  
2 any provision of this Agreement, EPA may assess a penalty against  
3 the Navy pursuant to Section 109 of CERCLA and the procedures set  
4 forth in 40 C.F.R. Part 22. If the failure concerns a provision  
5 of this Agreement that Ecology is responsible for overseeing,  
6 Ecology may transmit to EPA a written request to assess a  
7 penalty against the Navy. In the event that EPA files a  
8 complaint and seeks assessment of a penalty under 40 CFR Part 22,  
9 EPA and the Navy agree not to oppose a motion by Ecology to  
10 intervene pursuant to 40 C.F.R. §22.11.

11  
12           14.3           The annual reports required by Section 120 (e) (5)  
13 shall include, with respect to each final assessment of a  
14 penalty against the Navy under this Agreement, each of the  
15 following:  
16

- 17           a.    The facility responsible for the failure;  
18           b.    A statement of the facts and circumstances  
19                giving rise to the failure;  
20           c.    A statement of any administrative or other  
21                corrective action taken at the relevant  
22                facility, or a statement of why such measures  
23                were determined to be inappropriate;  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 21

- 1 d. A statement of any additional action taken by  
2 or at the facility to prevent recurrence of  
3 the same type of failure; and  
4 e. The total dollar amount of the penalty  
5 assessed for the particular failure.  
6

7 14.4 Penalties shall be made payable to the EPA  
8 Hazardous Substance Response Trust Fund and mailed to U.S. EPA  
9 Region 10, Attn: Superfund Accounting, P.O. Box 360903M,  
10 Pittsburgh, PA 15251. Penalties assessed pursuant to this  
11 Section shall be payable to the Hazardous Substances Superfund  
12 only in the manner and to the extent expressly provided for in  
13 Acts authorizing funds for, and appropriations to, the DoD.  
14  
15

16 XV. FIVE YEAR REVIEW AND TERMINATION  
17

18 15.1 In accordance with Section 121(c) of CERCLA and 40  
19 C.F.R. § 300.430(f)(4)(ii), the Navy shall conduct a review of  
20 the remedial actions in the ROD no less often than every five  
21 years to ensure that such actions are protective of human health  
22 and the environment.  
23

24 15.2 Upon completion of such review, the Navy shall  
25 submit a report to the Agency with a recommendation as to whether  
26

27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 22

1 additional action or modification of the remedial action pursuant  
2 to Sections 104 or 106 of CERCLA is appropriate. If the Parties  
3 are unable to agree on the appropriateness of additional action,  
4 dispute resolution shall be available to any Party.

5 15.3 Any party may propose in writing that this  
6 agreement be terminated. Termination requires agreement among all  
7 parties. If the parties fail to agree, any party may invoke  
8 dispute resolution. This Agreement shall terminate upon written  
9 notice to the Navy of termination (except that the requirements  
10 set forth in Paragraph (1)(a-c) in Section VII above shall be  
11 performed).

#### 14 XVI. RCRA/CERCLA INTEGRATION

15 16.1 In carrying out their duties under this Agreement,  
16 the Parties will endeavor to integrate to the maximum extent  
17 practicable any requirements the Navy may have under the Resource  
18 Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

19 16.2 The completion of work required by this Agreement  
20 shall be considered compliance with Section 120 of CERCLA,  
21 including all federal or state applicable or relevant and  
22 appropriate requirements under Section 121 of CERCLA, and unless  
23

24 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

25 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 23  
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Ecology withdraws from this Agreement, with corrective action requirements under RCRA.

#### XVII. RECOVERY OF EXPENSES

17.1 The Navy and Ecology agree that Ecology's duties under this Agreement shall be funded through the Defense State Memorandum of Agreement (DSMOA), as amended. Should the DSMOA be terminated, the parties agree to negotiate in good faith on modifications to this section within 30 days that provide, pursuant to RCW 70.105D.050(3) for the recovery of Ecology costs, including indirect costs, incurred in overseeing the Navy's remedial action activities at the Site. In the event that the Parties cannot agree on such modifications within this period of time, Ecology reserves its right to withdraw from this Agreement. Upon withdrawal from the Agreement, Ecology may take any and all actions authorized by law to recover all costs incurred by the State in connection with the site that are not reimbursed by the Navy, and/or to use any and all authorities available to Ecology to compel fully protective remedial environmental measures at the Site. Nothing in this Agreement shall be construed to abrogate the Navy's rights to assert any and all legal and equitable

INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 24

1 defenses in the event Ecology withdraws from this Agreement and  
2 initiates legal or administrative action against the Navy.

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4 XVIII. EFFECTIVE DATE

5 18.1 This Agreement shall be effective upon signature  
6 by all Parties to this Agreement.  
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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 25

1  
2 BY: Chuck Clarke

DATE: 7/15/96

3 Chuck Clarke

4 Regional Administrator (RA)

5 U.S. Environmental Protection Agency

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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 26

1  
2 BY:

Mary Riveland

DATE:

July 16, 1996

Mary Riveland

Director

Department of Ecology

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27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 27

1 BY: Elsie L. Munsell

DATE: 7-30-96

2 Deputy Assistant Secretary of the Navy  
3 (Environment and Safety)

27 INTERAGENCY AGREEMENT FOR NAVAL ORDNANCE CENTER

28 PACIFIC DIVISION, PORT HADLOCK DETACHMENT - Page 28