

**INTERGOVERNMENTAL AGREEMENT  
FOR ROLES AND RESPONSIBILITIES UNDER THE NPDES MUNICIPAL  
STORMWATER PERMIT (Permit #IDS-02756-1)**

This Intergovernmental Agreement entered into this 18<sup>th</sup> day of June, 20  , by and among the Ada County Highway District (ACHD), the City of Boise (Boise City), City of Garden City (Garden City), Boise State University (BSU), the Idaho Transportation Department, District #3 (ITD), and Ada County Drainage District #3 (DD3), collectively the "Permittees", is made for the purpose of complying with the Federal National Pollution Discharge Elimination System Municipal Stormwater Permit ("NPDES Permit").

**RECITALS**

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. section 1342(p)) to require the Federal Environmental Protection Agency (EPA) to promulgate regulations ("Regulations") for applications for permits for stormwater discharges; and

WHEREAS, the Regulations are designed to control pollutants associated with stormwater discharges through the use of the NPDES Permit system which allows the lawful discharge of stormwater into the waters of the United States; and

WHEREAS, the Regulations are designed to require NPDES Permits for discharges from Municipal Separate Storm Sewer Systems (MS4s) from a system-wide or jurisdiction wide basis; and

WHEREAS, the Permittees have received a NPDES Permit, effective February 1, 2013; and

WHEREAS, the NPDES Permit requires that the Permittees must maintain an intergovernmental agreement describing each organization's respective roles and responsibilities related to this permit. Any previously signed agreement may be updated, as necessary, in accordance with this permit. A copy of an updated intergovernmental agreement must be completed by July 1, 2013, and submitted to the Environmental Protection Agency (EPA) with the first annual report.

NOW, THEREFORE, the foregoing sets forth the Agreement by and among the named Permittees.

**AGREEMENT**

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to detail the duties, roles and responsibilities to be provided by the Permittees with respect to compliance with Federal NPDES Stormwater rules, regulations and requirements and the commitments set forth in the NPDES Permit issued by EPA. Each Permittee is individually responsible for NPDES Permit compliance related only to portions of the MS4 owned or operated solely by that Permittee, or where this NPDES Permit requires a specific Permittee to take an action. Each Permittee is jointly responsible for NPDES Permit

compliance:

- a. related to portions of the MS4 where operational or storm water management program (SWMP) implementation authority has been transferred to all of the Permittees in accordance with an intergovernmental agreement or agreement between the Permittees;
- b. related to portions of the MS4 where Permittees jointly own or operate a portion of the MS4;
- c. related to the submission of reports or other documents required by Parts II and IV of this NPDES Permit; and
- d. where this NPDES Permit requires the Permittees to take an action and a specific Permittee is not named.

## **2. GENERAL PROVISIONS**

- a. ACHD, Boise City, Garden City, BSU, ITD and DD3 are Permittees in the Permit as provided in 40 CFR 122.26(v)(2).
- b. Each Permittee will be responsible for complying with any and all Permit conditions relating to discharges from those parts of the MS4 that it continues to operate and maintain.
- c. The Permittees will utilize available monitoring and enforcement mechanisms, in full cooperation with other Permittees, to control the contribution of pollutants from one MS4 to another.
- d. Each Permittee to this Agreement shall assign at least one representative to the Permittee group.

## **3. STORM WATER MANAGEMENT PROGRAM ROLES AND RESPONSIBILITIES**

The roles and responsibilities of each Permittee are as established in the NPDES Permit.

## **4. APPORTIONMENT OF COSTS**

### **A. Program Administration and Management**

The Stormwater Management Program shall be administered by ACHD as the lead agency. Program Administration and Management consist primarily of:

1. Preparing the agenda, minutes, and other documents related to the quarterly meetings and special meetings of the Permittees;

2. Compiling the material from the Permittees for the filing of the annual report to the EPA; and

3. Coordinating the various activities among the Permittees under the NPDES permit.

The Permittees shall reimburse ACHD or the Permittee providing services described in this subsection 4.A. for their share of the Program Administration costs in the following amounts:

ACHD:	65.3% of the total Program Administration Cost
Boise City:	15.3% of the total Program Administration Cost
Garden City:	7.7% of the total Program Administration Cost
BSU:	3.9% of the total Program Administration Cost
ITD:	3.9% of the total Program Administration Cost
DD3:	3.9% of the total Program Administration Cost

Program and Administration shall also include expenses incurred by any Permittee in the drafting, preparation and completion of certain agreements or other documents specifically related to the collective Permittees' activities required by the Permit, by way of example but not by way of limitation this Intergovernmental Agreement. Such expenses shall be shared as stated in this Subsection 4.A. and processed through ACHD as set forth herein. Such expenses shall not include any activity related to any Permittee's own compliance requirements under the Permit.

#### B. Monitoring Program

Monitoring and planning shall be conducted by ACHD or its contractor as the lead agency. The Monitoring Program consists primarily of:

1. For Permit Year 1, preparing the proposed monitoring program plan as described in the NPDES Permit, including the monitoring protocol, testing, and other activity through a consultant arrangement between ACHD and its selected consultant;

2. After Permit Year 1, engaging in the monitoring program as approved and adopted by the Permittees.

The Permittees shall reimburse ACHD for their share of the Monitoring costs in the following amounts:

ACHD:	65.3% of the total Program Cost
Boise City:	15.3% of the total Program Cost
Garden City:	7.7% of the total Program Cost
BSU:	3.9% of the total Program Cost
ITD:	3.9% of the total Program Cost
DD3:	3.9% of the total Program Cost

C. Public Education Program

Boise City shall be the lead agency for the Public Education Program pursuant to this Agreement. The Public Education Program includes the development of an education outreach program as required by the NPDES Permit. The Public Education Program consists primarily of:

1. Conducting the public outreach program as described in the NPDES permit; and
2. Assessing the penetration of information and any changes in behavior as a result of the Education Program.

The Permittees shall reimburse Boise City for their share of the Public Education Program costs in the following amounts:

Boise City:	65.3% of the total Program Cost
Garden City:	15.3% of the total Program Cost
ACHD:	7.7% of the total Program Cost
BSU:	3.9 % of the total Program Cost
ITD:	3.9 % of the total Program Cost
DD3:	3.9 % of the total Program Cost

D. Timely Payments

All amounts due and owing for the costs of Program Administration, Monitoring and Public Education shall be paid within 45 days of invoice date by each respective Permittee.

E. Annual Review

The allocated percentages of the Permittees' charge shall be reviewed upon an annual basis and if necessary modified.

F. Operating Guidelines and Annual Budget

The Permittees have previously adopted a set of Operating Guidelines ("Guidelines"), a copy of which is attached hereto as Exhibit 1. The Guidelines address the process by which the annual budget is prepared, reviewed, and approved by the Permittees. In addition, the Guidelines also address the manner in which the Permittee meetings are conducted and action is taken by the Permittees. The Guidelines may be amended as set forth therein without requiring an amendment of this Agreement.

**5. TERMINATION AND MODIFICATION**

Any Permittee under this Agreement shall have the right to withdraw and terminate its responsibilities under this Agreement by serving written notice upon all Permittees in the time and manner described herein. Such written notice shall be served upon all Permittees no later

than the January meeting described in the Operating Guidelines, which meeting provides for the consideration of the budget for the following Permit Year. The written notice shall describe whether the withdrawal is in total for all activities set forth in this Agreement or whether the withdrawal is limited to either the Public Education or Monitoring activities described in this Agreement. If the withdrawal is not a total withdrawal, the Permittee shall remain responsible for its share of the Program and Administration allocated costs. In addition, the withdrawing Permittee shall provide the results of its Public Education or Monitoring program, including the preparation of the Monitoring Plan, for inclusion in the Permittees' annual report. Such withdrawal shall be deemed effective the Permit Year following the service of the written notice upon the other Permittees.

Notwithstanding the right of a Permittee to withdraw from this Agreement as described above, any responsibilities set out in the NPDES Permit with regard to the withdrawing Permittee shall not be affected by Permittee's withdrawal from this Agreement.

Should any Permittee to this Agreement seek to obtain a ruling from the EPA that said Permittee is not an operator of an MS4 or that it is not subject to the NPDES permit, such Permittee shall provide written notice to the other Permittees simultaneously with the filing of materials to the EPA. The Permittee seeking such ruling shall provide the other Permittees with all documents filed with the EPA and shall also provide the other Permittees of the decision or determination of the EPA. Should the Permittee seeking withdrawal appeal the decision or determination of the EPA or an appeal is filed by any other interested entity, the Permittee seeking such ruling shall provide the other Permittees with the documents related to said appeal and the decision or determination of the appellate body. Upon a final decision or determination of the EPA or appellate body finding the Permittee is not required to participate in the NPDES Permit, the Permittee shall be allowed to withdraw from this Agreement effective the next Permit Year after such final decision or determination of the EPA or appellate body. The Permittee seeking such ruling shall be responsible for all costs set forth in this Agreement prior to final withdrawal. Nothing herein shall prevent any other Permittee to participate in the EPA or appellate process concerning the request by the Permittee seeking the determination or decision from the EPA.

In the event of a withdrawal by a Permittee or a final decision or determination by the EPA or appellate body, such Permittee's costs as set forth in this Agreement shall be reallocated among the other Permittees as may be mutually agreed by those other Permittees.

This Agreement may be modified or amended in writing and effective when executed by all Permittees and approved by EPA.

## **6. ATTORNEY FEES**

Should any Permittee find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful Permittee(s) in any final judgment entered therein agrees to reimburse the prevailing party or parties for all reasonable costs, charges and expenses, including attorneys' fees expended or incurred by the

prevailing party or parties in connection therewith and in connection with any appeal, and the same may be included in such judgment.

## 7. NOTICES AND CONTACTS

Any and all notices required to be given by any of the Permittees hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other parties at the fax telephone number as set forth; or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other Permittees at the address as set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the others in the same manner as above provided.

For the purpose of providing contact information under this Agreement and to provide notice as required, the following are the contacts and addresses of each representative designated by each Permittee:

Ada County Highway District:  
Stormwater Quality Coordinator  
Ada County Highway District  
318 E. 37<sup>th</sup> Street  
Garden City, ID 83714  
(Phone): 208-387-6254  
(Fax): 208-387-6391  
(Email): emaguire@achdidaho.org

City of Boise:  
Water Quality Manager  
City of Boise  
P.O. Box 500  
Boise, ID 83701-0500  
(Phone): 208-384-3900  
(Fax): 208-433-5650  
(Email): rfinch@cityofboise.org

City of Garden City:  
Environmental Manager  
City of Garden City  
201 E. 50<sup>th</sup> Street  
Garden City, ID 83714  
(Phone): 208-472-2900  
(Fax): 208-472-2998  
(Email): kwallis@gardencity.idaho.org

Boise State University:  
Environmental Health Manager  
Boise State University  
1910 University Drive  
Boise, ID 83725  
(Phone): 208-426-3999  
(Fax): 208-426-3343  
(Email): barbarabeagles@boisestate.edu

Idaho Transportation Department, District #3:  
Environmental Planner, Senior  
8150 Chinden Boulevard  
Boise, ID 83714  
(Phone): 208-334-8300  
(Fax): 208-334-8917  
(Email): greg.vitley@itd.idaho.gov

Ada County Drainage District #3:  
Counsel for Drainage District #3  
Elam & Burke  
P.O. Box 1539  
Boise, ID 83701  
(Phone): 208-343-5454  
(Fax): 208-384-5844  
(Email): rpa@elamburke.com

9. ENTIRE AGREEMENT

Except as provided otherwise herein, this instrument and any attachments hereto constitute the entire Agreement among the Permittees concerning the subject matter hereof.

IN WITNESS WHEREOF, the Permittees hereto have caused this Agreement to be duly executed as of the day and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: [Signature]  
Bara Baker  
President, ACHD Commission

[Signature]  
Attest: ACHD Director, Graces. Wang

CITY OF BOISE CITY

By: [Signature]  
David H. Bieter, Mayor

[Signature]  
Attest: City Clerk Jade Riley

CITY OF GARDEN CITY

By: [Signature]  
John G. Evans Mayor

[Signature]  
Attest: City Clerk

BOISE STATE UNIVERSITY

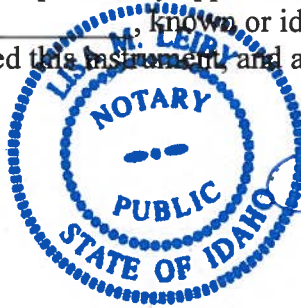
By: [Signature]  
Vice President, Finance and Administration





State of Idaho )  
 )ss  
County of Ada )

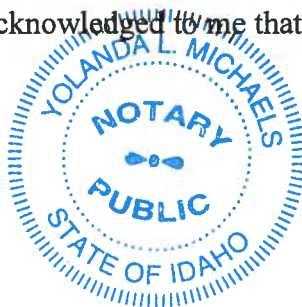
On this 16<sup>th</sup> day of May, 2013, before me, Lisa M. Leiby, a Notary Public in and for the state of Idaho, personally appeared John G. Evans and James R. Krueger, known or identified to me to be the Mayor and City Clerk of Garden City who executed this instrument, and acknowledged to me that Garden City executed the same.



Lisa M. Leiby  
Notary Public for Idaho  
Commission expires: 8/31/13

State of Idaho )  
 )ss  
County of Ada )

On this 24<sup>th</sup> day of MAY, 2013, before me, YOLANDA L MICHAELS, a Notary Public in and for the state of Idaho, personally appeared Stacy Pearson, known or identified to me to be the Vice President, Finance and Administration, of Boise State University, who executed this instrument, and acknowledged to me that Boise State University executed the same.



Yolanda L Michaels  
Notary Public for Idaho  
Commission expires: JUNE 9, 2017

State of Idaho )  
 )ss  
County of Ada )

On this 28 day of June, 2013, before me, Linda B Hunter, a Notary Public in and for the state of Idaho, personally appeared Dave Jones, known or identified to me to be the \_\_\_\_\_, of Idaho Department of Transportation, who executed this instrument, and acknowledged to me that Idaho Department of Transportation executed the same.



Linda B Hunter  
Notary Public for Idaho  
Commission expires: 11-26-2014

State of Idaho )  
 )ss  
County of Ada )

On this 9 day of May, 2013, before me Kendall Martinez, a Notary Public in and for the state of Idaho, personally appeared Steve Nielsen, known or identified to me to be the Chair of Ada County Drainage District # 3, who executed this instrument, and acknowledged to me that Ada County Drainage District #3 executed the same.



Kendall M. Martinez  
Notary Public for Idaho  
Commission expires: 5/4/2019

COPY

Exhibit 1

OPERATING GUIDELINES

THESE OPERATING GUIDELINES ("Guidelines") are adopted this 19<sup>th</sup> day of October, 2006, by the CITY OF BOISE CITY, hereinafter called CITY; ADA COUNTY HIGHWAY DISTRICT, hereinafter called ACHD; ADA COUNTY DRAINAGE DISTRICT NO. 3, hereinafter called DD3; IDAHO TRANSPORTATION DEPARTMENT, DISTRICT 3, hereinafter called ITD; BOISE STATE UNIVERSITY, hereinafter called BSU; and the CITY OF GARDEN CITY, hereinafter called GARDEN CITY; collectively the "Co-Permittees.

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. section 1342(p)) to require the Federal Environmental Protection Agency ("EPA") to promulgate regulations ("Regulations") for applications for permits for stormwater discharges;

WHEREAS, the Regulations are designed to control pollutants associated with stormwater discharges through the use of the NPDES Municipal Stormwater Permit system which allows the lawful discharge of stormwater into the waters of the United States;

WHEREAS, the Regulations are designed to require NPDES Municipal Stormwater Permits for discharges from Municipal Separate Storm Sewer Systems (MS4s) from a system-wide or jurisdiction wide basis;

WHEREAS, the Co-Permittees received the first NPDES Municipal Stormwater Permit (Permit #IDS-0275601 [the "NPDES Permit"]), effective November 29, 2000, with subsequent renewals of the NPDES Permit through November, 2005;

WHEREAS, it was necessary to provide a basis for defining the Co-Permittees' primary intentions, relationships, responsibilities and obligations for ensuring compliance with the NPDES Municipal Stormwater requirements;

WHEREAS, the NPDES Permit requires the Agreement to define the respective obligations of the Co-Permittees;

WHEREAS, it is the declared policy of the Co-Permittees to enhance and preserve the quality and value of water resources of the State of Idaho in a manner pursuant to and consistent with the Clean Water Act;

WHEREAS, pursuant to 40 CFR § 122.26(d)(2)(iv) and the NPDES Permit, each Co-Permittee shall implement a Storm Water Management Program ("SWMP") designed to limit, to the Maximum Extent Practicable ("MEP"), the discharge of pollutants to and from that portion of the municipal separate storm sewer systems (MS4) owned or operated or utilized by that Co-Permittee;

WHEREAS, pursuant to 40 CFR § 122.26(d)(2)(i)(A-F) and the NPDES Permit, each Co-Permittee shall, unless such discharges are excluded from NPDES Permit requirements pursuant to 40 CFR § 122.3: (1) control through ordinance, permit, contract, order or similar

means, the contribution of pollutants to the MS4 by storm water discharges associated with industrial activity and the quality of storm water discharged from sites of industrial activity; (2) prohibit through ordinance, order, or similar means illicit discharges to the MS4; (3) prohibit through ordinance, order, or similar means the discharge the MS4 of spills, dumping, or disposal of materials other than storm water; (4) control through interagency agreements among Co-Permittees the contribution of pollutants from one portion of the MS4 to another portion of the MS4; (5) require compliance with conditions in ordinances, permits, contracts, or orders; and (6) carry out all inspection, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with permit conditions including the prohibition on illicit discharges to the MS4.

WHEREAS, the Co-Permittees, as public agencies, all have varying procedures concerning the setting of those entities' budgets and the time frame for the approval of those budgets;

WHEREAS, the Co-Permittees entered into that certain *Intergovernmental Agreement For Roles and Responsibilities Under the NPDES Permit*, dated October 21, 2001, which generally outlined the process by which the Co-Permittees shall fund certain activities in compliance with the NPDES Permit;

WHEREAS, the Co Permittees desire these Guidelines (including certain budget procedures), to guide the Co-Permittees through the activities in which all share in the cost and/or administration of the program;

NOW, THEREFORE, the Co-Permittees concur with the following process for:

A. The annual budget of costs to be shared by the Co-Permittees pursuant to the Permit and the Intergovernmental Agreement; and

B. Operating Guidelines on approval of activities and expenses.

Section 1. Schedule and Process:

Each January of each Permit Year, the lead Co-Permittee entity for the activities to be shared by all of the Co-Permittees, shall present at a scheduled Co-Permittee meeting, a proposed budget outlining the costs for the upcoming year as well as providing a comparison for similar activities within the previous year.

For purposes of these Guidelines, "Permit Year" shall be deemed the equivalent of "Water Year" even though those terms may not be similar as defined in the NPDES Permit.

The Co-Permittees shall consider such budget, provide comment, and the budget shall be approved at the Co-Permittee meeting held in March of each Permit Year, upon motion and approval by a majority of the Co-Permittees present.

Section 2. Budget Revisions:

Throughout the Permit Year revisions to the approved budget to reallocate funds among categories and classifications or to reduce the approved budget may be considered by the Co-Permittees. Such reduction or reallocation shall be reviewed and approved by the Co-Permittees representatives at a duly noticed Co-Permittee meeting. No overall increase in the budget or additional funds shall be authorized unless approved by the Co-Permittees, upon motion and approval by a majority of the Co-Permittees present, and each Co-Permittee has budget authority for such revisions.

Section 3. Co-Permittee Budget Approval:

Nothing herein shall affect the process or authority of each Co-Permittee to obtain from its governing body the necessary approval for the budget as required by each Co-Permittee's governing laws, regulations or policy and each Co-Permittee's own activities for which it is responsible under the Permit.

Section 4. Operating Guidelines:

Generally, the Co-Permittee meetings shall be managed in such a manner to achieve the objectives of the NPDES Permit and the NPDES program. For those items previously approved by way of the budget, the lead Co-Permittee shall provide sufficient notice of such expenditure prior to incurring the obligation. Provided, however, that the Co-Permittees may dispense of this guideline by action taken at a regularly scheduled Co-Permittee meeting. Approval of expenses and approval of certain programs shall occur at a regularly scheduled Co-Permittee meeting, upon motion and approval by a majority of the Co-Permittees present.

Co-Permittee meetings will be conducted on an informal basis facilitated by the ACHD representative. The ACHD representative shall also be responsible for taking and distributing minutes, providing an agenda, and, to the greatest extent possible, forwarding information to the Co-Permittees for consideration at the meeting. Any action to be taken shall be accomplished by motion and vote. To the greatest extent possible, Roberts Rules of Order shall govern the voting process.

Section 5. Effect:

These Operating Guidelines have been adopted by the Co-Permittees at the Co-Permittee meeting dated October 17, 2006. Nothing herein shall be deemed to infringe upon any Co-Permittees legal authority concerning the expenditure of public funds.

Section 6. Amendment:

These Operating Guidelines may be amended in writing, upon at least ten (10) days written notice of such amendment to each Co-Permittee. Any amendment shall be approved by majority vote of the Co-Permittees present at the meeting called for such purpose.

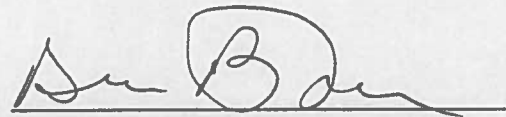
ADA COUNTY HIGHWAY DISTRICT

By:   
Its Co-Permittee NPDES Representative

CITY OF BOISE CITY

By:   
Its Co-Permittee NPDES Representative

CITY OF GARDEN CITY

By:   
Its Co-Permittee NPDES Representative

BOISE STATE UNIVERSITY

By:   
Its Co-Permittee NPDES Representative

IDAHO TRANSPORTATION DEPARTMENT,  
DISTRICT #3

By:   
Its Co-Permittee NPDES Representative

ADA COUNTY DRAINAGE DISTRICT No. 3

By:   
Its Co-Permittee NPDES Representative