

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR ROLES AND RESPONSIBILITIES UNDER THE NATIONAL POLLUTANT
DISCHARGE ELIMINATION SYSTEM PERMIT (NPDES Permit #IDS-027561)**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Amended and Restated Agreement”) is entered into this 7th day of December, 2022, by and among the Ada County Highway District (“ACHD”), the city of Boise City (“Boise City”), city of Garden City (“Garden City”), Boise State University (“Boise State”), the Idaho Transportation Department, District #3 (“ITD”), and Ada County Drainage District No. 3 (“DD3”), individually a “Permittee” and collectively the “Permittees.”

I. RECITALS

WHEREAS, this Amended and Restated Agreement is made for the purpose of complying with the National Pollutant Discharge Elimination System, the provisions of the Clean Water Act, 33 U.S.C. § 151 et seq, as amended by the Water Quality Act of 1987, Public Law 100-4 (“Clean Water Act”), and the Rules Regulating the Idaho Pollutant Discharge Elimination System Program (IDAPA 58.01.25) (“Rules and Regulations”); and

WHEREAS, the Rules and Regulations are designed to control pollutants associated with stormwater discharges through the use of the National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (MS4) permits which allows the lawful discharge of stormwater into the waters of the United States; and

WHEREAS, the Rules and Regulations are designed to require NPDES permits for discharges from MS4s on a system-wide or jurisdiction wide basis; and

WHEREAS, the Permittees received NPDES Permit #IDS027561, effective February 1, 2013, and administratively extended until October 1, 2021; and

WHEREAS, on July 1, 2021, the Idaho Department of Environmental Quality (“IDEQ”), with delegated authority from the U.S. Environmental Protection Agency (“EPA”), took over primacy for the NPDES MS4 permits in Idaho, and became responsible for the issuing of permits and assuring compliance with all permit requirements; and

WHEREAS, the Permittees received National Pollutant Discharge Elimination System (“NPDES”) Permit IDS027561 (the “Permit”), effective October 1, 2021; and

WHEREAS, the Permit requires that the Permittees must maintain an intergovernmental agreement describing each organization’s respective roles and responsibilities related to this permit; and

WHEREAS, on June 18, 2013, the Permittees entered into an Intergovernmental Agreement for Roles and Responsibilities under the NPDES Municipal Stormwater Permit outlining roles and responsibilities of the Permittees under the Permit; and

WHEREAS, pursuant to the Permit any previously signed intergovernmental agreement may be updated, as necessary, in accordance with the Permit. Any such agreement must be described in the Permittees' Stormwater Management Program ("SWMP") Document and a copy of the agreement between the Permittees must be available to IDEQ upon request; and

WHEREAS, the Permittees have updated the intergovernmental agreement based on the Permit effective October 1, 2021. This Amended and Restated Agreement shall replace and supersede all previous intergovernmental agreements between the Permittees.

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

II. AGREEMENT

1. PURPOSE OF AMENDED AND RESTATED AGREEMENT

The purpose of this Amended and Restated Agreement is to detail the duties, roles, and responsibilities of the Permittees with respect to compliance with the Rules and Regulations and the requirements set forth in Section 2.5.2, Joint Responsibility and Joint Agreements of the Permit. Each Permittee is individually responsible for Permit compliance related to portions of the MS4 owned or operated solely by that Permittee, or where the Permit requires a specific Permittee to take an action. Each Permittee is jointly responsible for Permit compliance as follows:

- a. related to portions of the MS4 where operational or stormwater management control measures implementation authority has been transferred to one Permittee or another in accordance with this Amended and Restated Agreement between the Permittees; and
- b. related to portions of the MS4 where Permittees jointly own or operate a portion of the MS4; and
- c. related to the submission of reports or other documents required by Parts 3, 5, and 6 of the Permit; and
- d. where the Permit requires the Permittees to take an action and a specific Permittee is not named; and
- e. other areas as deemed necessary by the Permittees.

2. GENERAL PROVISIONS

- a. ACHD, Boise City, Garden City, Boise State, ITD and DD3 are Permittees in the Permit as provided in 40 CFR 122.26.
- 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 operates and maintains.

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 Amended and Restated 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 Permit and this Amended and Restated Agreement.

4. APPORTIONMENT OF COSTS

A. Program Administration and Management

The Stormwater Management Program Control Measures shall be administered by ACHD as the lead agency. Program administration and management consists primarily of:

1. Preparing the agenda, minutes, and other documents related to the quarterly meetings and special meetings of the Permittees; and
2. Compiling and coordinating material to and from the Permittees for the filing of the annual report and Permit reapplication, as necessary, with IDEQ; and
3. Coordinating the various activities among the Permittees under the 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 costs
Boise City:	15.3% of the total program administration costs
Garden City:	7.7% of the total program administration costs
Boise State:	3.9% of the total program administration costs
ITD:	3.9% of the total program administration costs
DD3:	3.9% of the total program administration costs

Program 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 Amended and Restated 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. Stormwater Monitoring and Evaluation Program

Monitoring and evaluation required by the Permit shall be conducted by ACHD or its contractor as the lead agency. The monitoring and evaluation program (“Stormwater Monitoring and Evaluation Program”) consists primarily of:

1. For the first year of the Permit, preparing an updated Stormwater Outfall Monitoring Plan as part of the first annual report required by Part 6.4.2 of the Permit. The requirements, set forth in Part 6.2.1-6.2.7, for the Stormwater Outfall Monitoring Plan are described in the Permit, and include the monitoring protocol, sampling, testing, reporting, and other activity through a consultant arrangement between ACHD and its selected consultant.

2. Implementing the Stormwater Monitoring and Evaluation Program as approved and adopted by the Permittees.

3. Temperature monitoring in stormwater discharges from the MS4 to the Boise River including assessment units.

4. Wet weather stormwater outfall monitoring according to the Storm Water Outfall Monitoring Plan.

5. Instituting the Americana Subwatershed Monitoring Plan and data reporting requirements.

6. Effectiveness Evaluation of Structural, Non-Structural, and/or Green Stormwater Infrastructure Controls pursuant to Part 6.2.3 of the Permit.

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

ACHD:	65.3% of the total Stormwater Monitoring and Evaluation Program Cost
Boise City:	15.3% of the total Stormwater Monitoring and Evaluation Program Cost
Garden City:	7.7% of the total Stormwater Monitoring and Evaluation Program Cost
Boise State:	3.9% of the total Stormwater Monitoring and Evaluation Program Cost
ITD:	3.9% of the total Stormwater Monitoring and Evaluation Program Cost
DD3:	3.9% of the total Stormwater Monitoring and Evaluation Program Cost

C. Public Education, Outreach, and Involvement Program

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

1. Conducting public outreach, education, and public involvement as

described in the NPDES permit; and

2. Assessing the understanding of the relevant messages and adoption of appropriate behaviors by target audiences related to the Public Education, Outreach, and Involvement Program; and

3. Tracking and maintaining records of their education, outreach, and public involvement activities, including a descriptive summary of activities in the annual report; and

4. Once per year, training to local audiences on the requirements for construction operators pertaining to the required construction site controls imposed by the Permittees and training to local audiences on the requirements of permanent stormwater management controls imposed by the Permittees; and

5. Maintaining and updating the Permittees' Partners for Clean Water website found at: <https://www.partnersforcleanwater.org/>.

The Permittees shall reimburse Boise City for their share of the Public Education, Outreach, and Involvement 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
Boise State:	3.9 % of the total Program Cost
ITD:	3.9 % of the total Program Cost
DD3:	3.9 % of the total Program Cost

D. IPDES Stormwater Fee

Boise City is charged IPDES permit fees to support implementation of IPDES program initiatives at the Lander Street Water Renewal Facility and the West Boise Water Renewal Facility. Boise City has estimated the proportionate cost of this IPDES permit fee attributable to stormwater is 1.28% of the total IPDES permit fee. The Permittees have initially agreed to share this cost equally at 17% per Permittee. However, this allocation is subject to change by the Permittees and may be allocated similarly to the other costs discussed in this Section II.4. of the Amended and Restated Agreement. Should the Permittees unanimously agree on a different allocation of these IPDES permit fees, the Permittees shall agree to such amendment in writing.

E. Timely Payments

All amounts due and owing for the costs outlined in this Section II.4. shall be paid within forty-five (45) days of invoice date by each respective Permittee.

F. Annual Review

The allocated percentages of the Permittees' charge shall be reviewed upon an annual

basis and if necessary modified.

G. Operating Guidelines and Annual Budget

The Permittees have previously adopted a set of Operating Guidelines (“Guidelines”) in July 2014. The Operating Guidelines have since been amended to reflect updates in process and procedure. A copy of the Amended and Restated Operating Guidelines are attached hereto as Addendum No. 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 and will be included in this Amended and Restated Agreement as a new addendum.

5. TERMINATION

Any Permittee under this Amended and Restated Agreement shall have the right to withdraw and terminate its responsibilities under this Amended and Restated 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 Amended and Restated Agreement or whether the withdrawal is limited to certain activities described in this Amended and Restated Agreement. The Permittee seeking withdrawal shall provide the specific reasons for withdrawal and provide proof that such withdrawal has been formally approved by the Permittee’s governing body. If the withdrawal is not a total withdrawal, the Permittee shall remain responsible for its share of the allocated costs. In addition, the withdrawing Permittee shall provide the results of any activities or programs it acted as the lead agency on, including the preparation of any plans, reports, results, or record keeping, for inclusion in the Permittees’ annual report. Such withdrawal shall be deemed effective the year following the service of the written notice upon the other Permittees.

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

Should any Permittee to this Amended and Restated Agreement seek to obtain a ruling from IDEQ that said Permittee is not an operator of an MS4 or that it is not subject to the Permit, such Permittee shall provide written notice to the other Permittees simultaneously with the filing of such request to IDEQ. The Permittee seeking such ruling shall provide the other Permittees with all documents filed with IDEQ and shall also provide the other Permittees of the decision or determination of IDEQ. Should the Permittee seeking withdrawal appeal the decision or determination of IDEQ 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 IDEQ or appellate body finding the Permittee is not required to participate in the Permit, the Permittee

shall be allowed to withdraw from this Amended and Restated Agreement effective the following year after such final decision or determination of IDEQ or an appellate body. The Permittee seeking such ruling shall be responsible for all costs set forth in this Amended and Restated Agreement prior to final withdrawal. Nothing herein shall prevent any other Permittee from participating in the IDEQ or appellate process concerning the request by the Permittee seeking the determination or decision from IDEQ.

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

6. MODIFICATION IN WRITING

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

7. 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 Amended and Restated Agreement, or to protect its interest in any matter arising under this Amended and Restated Agreement, or to recover damages for the breach of this Amended and Restated Agreement, or to resolve any disagreement in interpretation of this Amended and Restated 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.

8. 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 Amended and Restated 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 Supervisor
Ada County Highway District
318 E. 37th Street
Garden City, ID 83714
Phone: 208-387-6255
Fax: 208-387-6391
Email: mlowe@achdidaho.org

City of Boise:
Water Quality Manager
City of Boise
P.O. Box 500
Boise, ID 83701-0500
Phone: 208-608-7178
Fax: 208-433-5650
Email: kharris@cityofboise.org

City of Garden City:
Environmental Manager
City of Garden City
207 E. 38th Street
Garden City, ID 83714
Phone: 208-472-2900
Fax: 208-3434026
Email: jpavelek@gardencity.idaho.org

Boise State University:
Environmental Health Compliance
Boise State University
1910 University Drive
Boise, ID 83725
Phone: 208-426-3906
Email: ehs@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

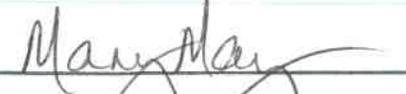
9. ENTIRE AGREEMENT

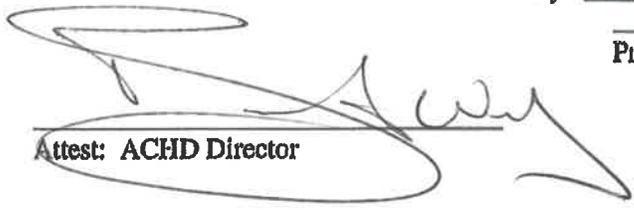
Except as provided otherwise herein, this instrument and any attachments or addendums hereto constitute the entire agreement among the Permittees concerning the subject matter hereof.

(signatures on following page)

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

ADA COUNTY HIGHWAY DISTRICT

By: 
President, ACHD Commission

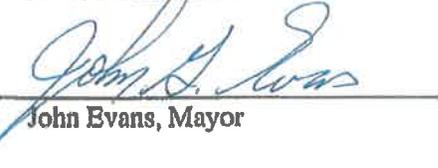

Attest: ACHD Director

CITY OF BOISE CITY

By: _____
Lauren McLean, Mayor

Attest: City Clerk

CITY OF GARDEN CITY

By: 
John Evans, Mayor


Attest: City Clerk



BOISE STATE UNIVERSITY

By: _____
Vice President, University Affairs

IDAHO TRANSPORTATION DEPARTMENT,
DISTRICT #3

By: 
S. CARTER LACEY, District Administrator

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

ADA COUNTY HIGHWAY DISTRICT

By: _____

President, ACHD Commission

Attest: ACHD Director



CITY OF BOISE CITY

By: Lauren McLean

Lauren McLean, Mayor 11/29/2022

Lynda Lowry

Attest: City Clerk Lynda Lowry 11/29/2022

CITY OF GARDEN CITY

By: _____
John Evans, Mayor

Attest: City Clerk

BOISE STATE UNIVERSITY

By: _____

Vice President, University Affairs

IDAHO TRANSPORTATION DEPARTMENT,
DISTRICT #3

By: _____
_____, District Administrator

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

ADA COUNTY HIGHWAY DISTRICT

By: _____

President, ACHD Commission

Attest: ACHD Director

CITY OF BOISE CITY

By: _____

Lauren McLean, Mayor

Attest: City Clerk

CITY OF GARDEN CITY

By: _____

John Evans, Mayor

Attest: City Clerk

BOISE STATE UNIVERSITY

By: Alicia Estey

Alicia Estey
Vice President, University Affairs

IDAHO TRANSPORTATION DEPARTMENT,
DISTRICT #3

By: _____

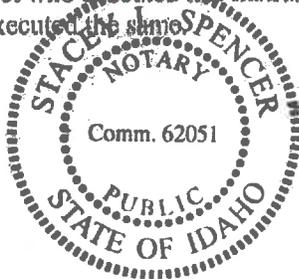
_____, District Administrator

ADA COUNTY DRAINAGE DISTRICT No. 3

By: [Signature]
Steve Sweet, Chair

State of Idaho)
)ss
County of Ada)

On this 7th day of December, 2022, before me, Stacey L Spencer, a Notary Public in and for the state of Idaho, personally appeared Mary May and Bruce Wong, known or identified to me to be the President and Director of Ada county Highway District who executed this instrument, and acknowledged to me that Ada County Highway District executed the same.



[Signature]
Notary Public for Idaho
Commission expires: August 13, 2025

State of Idaho)
)ss
County of Ada)

On this ___ day of _____, 2022, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____ and _____, known or identified to me to be the Mayor and City Clerk of City of Boise who executed this instrument, and acknowledged to me that City of Boise executed the same.

Notary Public for Idaho
Commission expires: _____

ADA COUNTY DRAINAGE DISTRICT No. 3

By: 
Steve Sweet, Chair

State of Idaho)
)ss
County of Ada)

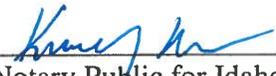
On this ___ day of _____, 2022, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____ and _____, known or identified to me to be the President and Director of Ada county Highway District who executed this instrument, and acknowledged to me that Ada County Highway District executed the same.

Notary Public for Idaho
Commission expires: _____

State of Idaho)
)ss
County of Ada)

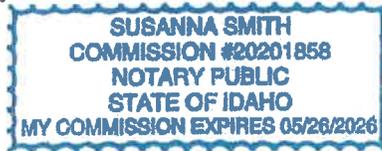
On this 29th day of November, 2022, before me, Kimberly Moore, a Notary Public in and for the state of Idaho, personally appeared Lauren McLean and Lynda Lowry, known or identified to me to be the Mayor and City Clerk of City of Boise who executed this instrument, and acknowledged to me that City of Boise executed the same.




Notary Public for Idaho
Commission expires: 3-30-2028

State of Idaho)
)ss
County of Ada)

On this 22nd day of November, 2022, before me, Susanna Smith, a Notary Public in and for the state of Idaho, personally appeared John G. Evans and Lisa M. Leiby, 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.



[Signature]
Notary Public for Idaho
Commission expires: 5-26-2026

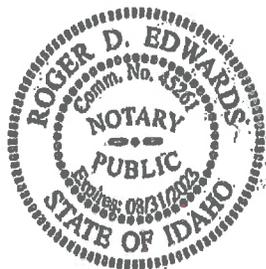
State of Idaho)
)ss
County of Ada)

On this ___ day of _____, 2022, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____, known or identified to me to be the Vice President, University Affairs, of Boise State University, who executed this instrument, and acknowledged to me that Boise State University executed the same.

Notary Public for Idaho
Commission expires: _____

State of Idaho)
)ss
County of Ada)

On this 17th day of November, 2022, before me, ROGER D. EDWARDS, a Notary Public in and for the state of Idaho, personally appeared J. CALEB LAKEY, known or identified to me to be the District 3 Administrator, of Idaho Department of Transportation, who executed this instrument, and acknowledged to me that Idaho Department of Transportation executed the same.



[Signature]
Notary Public for Idaho
Commission expires: 8-31-2023

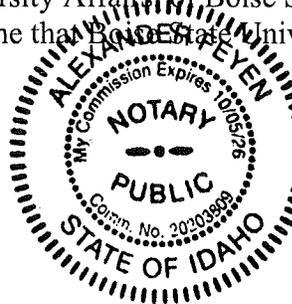
State of Idaho)
)ss
County of Ada)

On this ___ day of _____, 2022, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____ and _____, 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.

Notary Public for Idaho
Commission expires: _____

State of Idaho)
)ss
County of Ada)

On this 10th day of November, 2022, before me, Alexander Feyen, a Notary Public in and for the state of Idaho, personally appeared Alicia Estey, known or identified to me to be the Vice President, University Affairs, of Boise State University, who executed this instrument, and acknowledged to me that Boise State University executed the same.



Notary Public for Idaho
Commission expires: 10/05/2026

State of Idaho)
)ss
County of Ada)

On this ___ day of _____, 2022, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____, 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.

Notary Public for Idaho
Commission expires: _____

State of Idaho)
)ss
County of Ada)

On this 10th day of November, 2022, before me Kimbra S. Kline, a Notary Public in and for the state of Idaho, personally appeared Steve Sweet, 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.

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Kimbra S. Kline
Notary Public for Idaho
Commission expires: 3/31/2023