

MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
REGARDING THE ANNUAL PAYMENT OF SERVICES

PURPOSE:

The Idaho Transportation Department (ITD) as an operator, is required to comply with the Clean Water Act (CWA), Section 402 and apply for and receive coverage under a construction general permit (CGP) for any construction project that disturbs one acre or more of land. The Idaho Department of Environmental Quality (IDEQ) has delegated authority from the US Environmental Protection Agency (USEPA) to implement the National Pollutant Discharge Elimination System (NPDES) for the state of Idaho Pollutant Discharge Elimination System (IPDES).

Collectively, ITD and IDEQ shall be identified herein as the "Parties."

AUTHORITY:

The authority for this Memorandum of Understanding (MOU) is established by Sections 67-2326 through 67-2333 and 67-2339, the Idaho Code and any other provisions of state or federal law or regulation that directly pertains to this MOU.

RESPONSIBILITIES AND PROCEDURES:

ITD will submit Notice of Intent (NOI) documentation to IDEQ for review and approval. In lieu of submitting the permitting application or annual fee directly to IDEQ, IDEQ will deduct the permit application fee and annual fee from the annual amount that is transferred annually. It is mutually agreed and understood by the Parties that:

I. Explanation of Provisions

A. IDEQ will provide a quarterly report showing what projects they have deducted CGP fees for during that quarter. The report will be due by the 15th of the month following the end of each quarter.

B. On or by July 1st of each year, ITD will pay to IDEQ the amount of \$20,000 to cover the cost of IDEQ CGP applications and annual fees required by the IPDES CGP for ITD projects. If, prior to the end of each agreement year IDEQ anticipates needing additional funds for that year, IDEQ will provide a statement to ITD for the additional funds needed for that year. Any funds remaining at the end of an agreement year will roll over to the next year. At the end of the five-year term of the agreement, if the agreement is not renewed then any remaining funds will be returned to ITD.

FINANCING:

This project will be financed under the Biological & Environmental Services line item in the Idaho Transportation Investment Program (ITIP), according to the terms and conditions set forth in this MOU.

LIMITATIONS:

Nothing in this MOU between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This MOU shall become effective on July 1, 2023 and remain in full force for a period of five (5) years (through July 31, 2028) or until amended, replaced, or terminated upon 30 days written notice by either party. An annual review of this agreement will be made by the parties on or around July 1st of each year. The terms of this agreement will be re-negotiated on or before July 1, 2028.

METHOD OF TERMINATION:

If any signatory determines that the terms of this MOU cannot be or are not being carried out, the signatories shall consult to seek amendment of the MOU. If within thirty (30) days (or another time period agreed to in writing by all signatories) an amendment cannot be reached, any signatory may terminate the MOU after thirty (30) days written notification to the other signatories. If the MOU is not amended, any signatory may terminate it after thirty (30) days written notification to the other signatories.

AMENDMENTS:

If a signatory determines the terms of the MOU cannot be met or that a change is necessary to meet the requirements of the law, that signatory will immediately request that the Parties consider an amendment or addendum. This MOU may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall become effective upon its execution by the last signatory.

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SIGNATORY:

IDAHO TRANSPORTATION DEPARTMENT

Blake Rindlisbacher, P.E., ITD Chief Engineer  Digitally signed by Blake Rindlisbacher, P.E., ITD Chief Engineer
Date: 2023.06.12 14:22:37 -06'00'

Blake Rindlisbacher
Transportation Engineering Division Administrator

Date

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SIGNATORY:

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY



Jess Byrne
Director, Department of Environmental Quality

June 24, 2023

Date