

AGREEMENT BETWEEN
THE CITY OF MERIDIAN AND THE CITY OF BOISE
FOR PARTICIPATION IN WATERSHED BASED MERCURY FISH TISSUE
MONITORING PROGRAM

This Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2023 by and between the CITY OF MERIDIAN (MERIDIAN), and the CITY OF BOISE CITY (BOISE), for the purpose of participating in a watershed-based mercury fish tissue sampling program as required in Idaho Pollutant Discharge Elimination System (IPDES) permits issued respectively to MERIDIAN and BOISE.

WITNESSETH

WHEREAS, BOISE and MERIDIAN have IPDES permits that require participation in a watershed-based mercury fish tissue sampling program; and

WHEREAS, BOISE has developed and implemented a five (5) year fish tissue sampling plan that satisfies IPDES requirements; and

WHEREAS, Idaho Department of Environmental Quality (IDEQ) has reviewed and approved BOISE's watershed-based mercury fish tissue sampling program; and

WHEREAS, MERIDIAN desires to participate with BOISE in the watershed-based mercury fish tissue sampling program.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreement herein contained, the parties hereto agree as follows:

1. Sampling Program.

BOISE will continue to implement a watershed-based mercury fish tissue sampling program that satisfies IPDES permit requirements contained in MERIDIAN and BOISE's IPDES permits. The Program shall be for a period of five (5) years beginning January 2023.

2. Program Costs and Participation.

- a. MERIDIAN agrees to pay BOISE the following amounts to participate in the sampling program.
 - i. 2023, two thousand seven hundred thirty-seven dollars and eighteen cents (\$2,737.18).
 - ii. 2024, one thousand two hundred three dollars and forty cents (\$1,203.40).
 - iii. 2025, one thousand two hundred thirty-six dollars and nineteen cents (\$1,236.19)
 - iv. 2026, one thousand two hundred seventy-six dollars and sixty-nine cents (\$1,276.69)
 - v. 2027, one thousand three hundred fourteen dollars and ninety-nine cents (\$1,314.99)

- b. This amount represents population estimates for MERIDIAN from the 2022 US Census Bureau and the current estimates of annual program cost. This amount addresses the wastewater and stormwater contributions of mercury to the watershed and is meant to cover MERIDIAN's proportionate share of program development and implementation costs based on current program estimates. The parties agree to review available cost data each year to determine if additional funding from MERIDIAN is required. MERIDIAN agrees to pay any adjustment in its proportional share as determined by that annual review.
 - c. BOISE will invoice MERIDIAN by July 1st of each year of this Agreement for MERIDIAN 's program participation costs with payment due by September 30th of each year.
 3. Reports. BOISE shall provide MERIDIAN with an annual report (Report) indicating the results of the prior year watershed-based mercury fish tissue sampling results no later than June 1st of each year or as may be required for timely reporting in compliance with BOISE and MERIDIANS IPDES permits. BOISE will provide the Report to IDEQ and the Idaho Fish Consumption Advisory Program.
 4. Term of Agreement. This Agreement shall be effective once both Parties have executed the Agreement and shall terminate on September 30, 2027.
 5. Termination of Agreement/Nonappropriation. Nothing in this paragraph or elsewhere in this Agreement shall be deemed in any way to obligate MERIDIAN or BOISE beyond its respective current fiscal year. If during the term of this Agreement MERIDIAN or BOISE fail to specifically appropriate sufficient funds to proceed with the watershed-based mercury fish tissue sampling program, this Agreement shall terminate as of the end of the fiscal year for which funds had been appropriated.
 6. Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may be amended only by written instrument signed by MERIDIAN and BOISE.
 7. Authority to Execute. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
 8. Notice. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mail, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice

shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mail, (c) the day of delivery by the overnight courier, or (d) the day facsimile delivery is electronically confirmed.

CITY OF MERIDIAN: Warren Hudson
Warren Hudson
Wastewater Superintendent
City of Meridian
3401 N. Ten Mile Ave.
Meridian, Idaho 83646
208-884-0744 (fax)
208-888-2191
whudson@meridiantcity.org

CITY OF BOISE: Kate Harris
Kate Harris
Water Quality Environmental Program Manager
City of Boise Public Works Department
150 N Capital Blvd.
Boise, Idaho 83701
208-608-7178

9. No Partnership or Joint Venture; Governing Law

- a. Nothing contained in this Agreement shall be deemed or construed as creating an employer/employee relationship between the parties, a partnership or joint venture between or among the parties, or with any other party, or cause any party to be responsible in any way for the obligations of any other party or non-party, including, but not limited to, compliance with the IPDES permit of another party.
- b. Each of the parties shall only be responsible for its own negligent errors and omissions and those of its officers, agents, employees, and contractors provided, however, that nothing contained herein shall extend the liability of any party beyond that provided by the governing law.
- c. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

10. Binding Affect. This Agreement shall inure to and bind the successors, assigns, agents, and representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

CITY OF MERIDIAN

CITY OF BOISE

By: _____
Mayor

By: _____
Mayor

Attest

By: _____
Meridian City Clerk

By: _____
Boise City Clerk