

## **INTERAGENCY COOPERATIVE AGREEMENT**

### **PARTIES**

This Interagency Cooperative Agreement ("Agreement") is entered into by the Idaho Department of Environmental Quality ("DEQ") and the Basin Environmental Improvement Commission ("Commission") (collectively "Parties").

### **AUTHORITY**

The Parties enter into this Agreement pursuant to the authorization of Idaho Code Sections 67-2326—2333 which permits state and public agencies of the state of Idaho to make efficient use of their powers and cooperate to their mutual advantage in the provision of services and facilities and the performance of functions in accord with their respective needs and development. In addition, Idaho Code Section 39-106(11)(j) authorizes the Commission to enter into agreements and cooperate with Idaho state agencies in order to effectuate, promote and accomplish the purposes of the basin project.

### **PURPOSE**

The Parties intend to utilize their respective powers, privileges, authorities and existing abilities and infrastructure to facilitate the selection and appointment by the Commission of an Executive Director to administer the basin project. The Executive Director will occupy an exempt, non-classified DEQ position but will report directly and solely to the Commission which shall make all decisions concerning hiring, rate of pay, discipline, retention, supervision and work assignments of the Executive Director. DEQ will utilize its infrastructure and authorities to administratively support the Executive Director position by obtaining and providing appropriate funding, providing a non-classified, exempt full time position and providing human resource, contracting and other services to provide recruitment, maintenance, payroll, benefits, office space and other necessary operational support for the Executive Director position.

### **FUNDING**

Funding in Fiscal Year 2005 for DEQ services including salary, benefits, indirect, travel, office equipment, office space and equipment, vehicle use and other operating support such as contracted clerical services to support the Executive Director position will be provided through a cooperative agreement between EPA and DEQ. If necessary, DEQ may provide additional funding for recruitment services, moving expenses and the like from state appropriations. DEQ intends to seek funding for Fiscal Year 2006 and future years for DEQ services including salary, benefits, indirect, travel, office equipment, office space and equipment, vehicle use and other

operating support such as dedicated staff or contracted clerical services, to support the Executive Director position through inclusion of such costs in DEQ's negotiated indirect contract rate with EPA. Nothing in this Agreement shall obligate DEQ or EPA to provide support or funding in excess of available appropriations and funding sources. DEQ shall regularly inform the Commission of the availability of appropriate funding sources. The Parties shall negotiate an annual itemized budget for support of the Executive Director position and operating support which, upon approval by the Parties, shall be an addendum to this Agreement.

#### **DEQ ROLE**

DEQ shall provide funding as outlined above through cooperative agreements, indirect rates and other available sources to support the Executive Director position. DEQ shall contract with a private entity to provide recruitment services for the Executive Director position directly to the Commission. DEQ shall pay, if necessary and in accordance with its policies and procedures, any appropriate moving expenses for the Executive Director. DEQ shall provide an exempt, non-classified full-time DEQ position for the Executive Director position as selected and appointed by the Commission. DEQ shall provide payroll, retirement, medical/dental and other state employee benefits human resource services and benefits for the Executive Director position. DEQ shall identify and provide the Commission and Executive Director and staff with policies, procedures and requirements applicable to exempt, non-classified DEQ employees. DEQ shall provide limited operational support for the Executive Director including assistance from DEQ's human resource and contracting staff and provision of office space and equipment, travel reimbursement, vehicle use and contracted clerical services. DEQ shall not directly supervise the Executive Director or staff, nor shall the Executive Director supervise any DEQ employee. The Executive Director office shall not utilize or be reliant on DEQ staff (not assigned and directly supervised by the Executive Director) for clerical or professional office support services to implement day-to-day work on behalf of the Commission, including web page maintenance, record management, and other routine support services. Such services will be provided by DEQ through private contracts or through cooperative agreements funded by DEQ to ensure the independence of the Executive Director position from DEQ operations. A description of services and associated funding levels to be provided by DEQ shall be specified in the itemized budget negotiated by the Parties as an annual addendum to this Agreement.

#### **COMMISSION ROLE**

The Commission shall direct all recruitment actions, directly screen and interview potential candidates and select and appoint the Executive Director. The Commission shall directly and exclusively supervise the Executive Director including all work assignments, discipline and salary decisions. The Commission shall require the Executive Director to abide by all applicable federal and state laws and DEQ policies and procedures applicable to an exempt, non-classified DEQ employee.

**EFFECTIVENESS/TERMINATION**

This Agreement shall be effective upon approval by DEQ and the Commission. This Agreement may be modified or terminated upon written agreement of the Parties. This Agreement may be unilaterally terminated by either Party upon 90 days written notice.

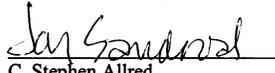
**ADMINISTRATION OF AGREEMENT**

Administration of this Agreement shall be by the Commissioners on behalf of Commission and by the DEQ Mine Waste Program Manager on behalf of DEQ.

Dated: 6-2-04

  
Sherry Krulitz  
For the Basin Environmental Improvement Commission

Dated: 062504

  
C. Stephen Allred  
For the Idaho Department of Environmental Quality