

RESOLUTION OF BOISE COUNTY

STATE OF IDAHO

NO. 95-13

A RESOLUTION AUTHORIZING ENTERING INTO A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED August 14, 1995, OF BOISE COUNTY, STATE OF IDAHO, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF A New Ambulance AS EQUIPMENT NEEDED BY THE ISSUER AND CREATING THE OBLIGATIONS OF THE ISSUER STRICTLY ACCORDING TO THE TERMS HEREOF; AUTHORIZING ENTERING INTO SAID MASTER EQUIPMENT FINANCE AGREEMENT AND RELATED DOCUMENTS; PROVIDING TERMS FOR THE SECURITY OF THE HOLDER OF SAID MASTER EQUIPMENT FINANCE AGREEMENT AND THE REMEDIES OF THE HOLDER OF SAID AGREEMENT, AND OTHERWISE APPROVING SUCH ACTIONS AS MAY BE NECESSARY FOR DUE ENTERING INTO, EXECUTION AND LAWFUL ISSUANCE OF SAID AGREEMENT.

WHEREAS, BOISE COUNTY State of Idaho (the "Issuer" herein) desires to acquire for the essential purposes of the Issuer's lawful governmental functions certain equipment (the "Equipment") hereinafter described, and the Board of County Commissioners as the governing body ("Governing Body") of the Issuer has determined that a real need exists for said Equipment and for the financing thereof as provided herein; and

WHEREAS, the Issuer is authorized pursuant to the provisions of Section 31-807 of the Idaho Code, as amended, (sometimes referred to herein as the "Law") to create obligations for its lawful governmental purposes and for its ordinary expenses as provided herein, and

WHEREAS, the Issuer has taken all necessary steps, including any legal bidding procedure if any, under applicable law to arrange for the acquisition of such Equipment and the Issuer itself has selected said Equipment and the vendor thereof and is prepared to acquire the same pursuant to the terms hereof; and

WHEREAS, upon fulfillment of all conditions hereof, the Issuer proposes to enter into a Master Lease Purchase Agreement (the "Agreement") with First Security Bank of Idaho, N.A., or its assignee. Under said Agreement, the Issuer will finance all or part of the Equipment with payments constituting current expense of the Issuer to be appropriated from year to year by the Governing Body of the Issuer;

WHEREAS, the plan to proceed with the acquisition of the Equipment and the financing thereof pursuant to the Agreement has been and hereby is approved by the Governing Body of the Issuer, there being no other or further governing body or governmental entity of any kind required under law to provide approval thereof; and

NOW, THEREFORE, BE IT RESOLVED BY BOISE COUNTY, STATE OF IDAHO, THROUGH ITS GOVERNING BODY, THAT:

Section 1. Equipment Authorized. The acquisition and financing of the Equipment are hereby authorized in accordance with law. Said Equipment shall consist of the items more fully described in Exhibit B to the Agreement, including accessions and other appurtenances which may be used in connection therewith.

Section 2. Agreement Authorized. For the purposes of financing and paying all or part of the costs of the acquisition of the Equipment and all costs incidental thereto including costs of financing, the Issuer hereby authorizes the entering into and the execution of the attached Agreement, dated as of August 14, 1995 the Governing Body specifically finds that the financing and payment on an installment basis, subject to annual appropriations of said payment by the Governing Body, represents an obligation of the Issuer as a current expense for the necessary governmental functions of the Issuer.

Section 3. Agreement as Eligible Investment. It is hereby declared to be the intent

of this Resolution that the Agreement issued under authority hereof shall be a municipal obligation constituting an eligible investment for all insurance companies, credit unions, building and loan associations, trust companies, banking corporation and associations, investment companies, executors and trustees and other fiduciaries, pension profit-sharing and retirement funds and all other such public or quasi-public organizations specified by statutes of the State of Idaho.

Section 4. Severability. In case any one or more of the provisions of this Resolution, the Agreement, or other documents executed in connection therewith, shall for any reason be held by any court of competent jurisdiction to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or of any such documents and this Resolution and all such documents shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 5. Conditions Precedent. All acts and conditions relating to the passage of this Resolution, necessary to provide authority for execution of the Agreement and other documents necessary in connection therewith, required by the Constitution or the Act or other laws of the State of Idaho, have happened or do exist sufficient to comply with law.

Section 6. Officers and Successors. The members of the Governing Body, the Chairman, the Clerk and all other applicable officers, attorneys, and other agents or employees of the Issuer are hereby authorized and instructed to execute the Agreement and all related documents and to do all acts and things required of them by this Resolution, the Agreement and other documents executed in connection therewith, for the full punctual and complete performance of all the terms, covenants and agreements contained therein and constituting obligations of the Issuer. In the event the Chairman, the

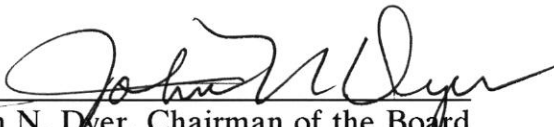
Clerk, or any other officer of the Issuer shall be replaced hereafter by election, resignation, removal or otherwise, or in the event a designated officer is at any time unable to act by reason of illness, disability or absence from the State of Idaho, then in either such event, the duly elected, appointed or acting successor or lawful substitute, as the case may be, shall be entitled to act, including in the execution of the Agreement and other documents, and such act or signature shall be fully effective and binding on the Issuer.

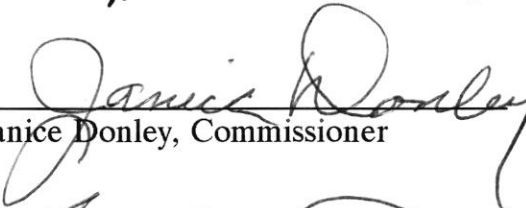
Section 7. Interpretation. This Resolution, the Agreement, and other documents executed in connection therewith shall be interpreted and construed in accordance with the laws of the State of Idaho, with the intent and purpose that all such documents shall carry forth the matters necessary for the acquisition and financing of the Equipment and performance of all other obligations of the Issuer herein contained or referred to. Liberal construction of all thereof shall be observed for the assurance and protection of the holder of the Agreement, and any ambiguities or minor errors herein shall not invalidate this Resolution, and the further documents in furtherance hereof may be executed in substantial compliance herewith.

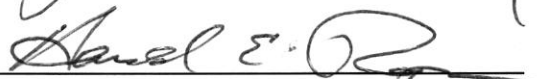
Section 8. The Issuer determines that it is a governmental unit with general taxing powers, that ninety-five percent (95%) or more of the net proceeds of the Agreement will be used for local governmental activities of the Issuer, and the Issuer will not authorize issuance of obligations of the Issuer (including all "subordinate entities") of the Issuer within the meaning of Section 265(b)(3) of the Code), exceeding a total amount of \$5,000,000.00 during the 1995 calendar year, and the Issuer hereby designates the Issuer's obligations under the Agreement as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Section 9. Effective Date. This Resolution shall take effect
August 14, 1995. BOISE COUNTY

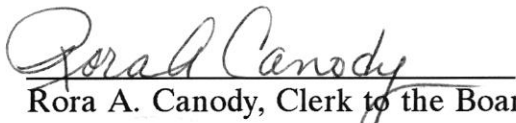
Dated this 14th day of August, 1995.


John N. Dyer, Chairman of the Board


Janice Donley, Commissioner


Harold E. Raper, Commissioner

Attest:


Rora A. Canody, Clerk to the Board

