



BOISE COUNTY

BOISE COUNTY, STATE OF IDAHO RESOLUTION No. 2024-30

A RESOLUTION OF THE BOISE COUNTY COMMISSIONERS:

- **Making Certain Findings;**
- **Approving and Authorizing the Chairman of the Boise County Board of Commissioners and the County Clerk to execute on behalf of the Boise County Commissioners that certain Agreement with the Garden Valley Fire Protection District entitled the “*Boise County and Garden Valley Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*”;**
- **Directing the County Clerk;**
- **Setting an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the Boise County Commissioners:

Section 1: Findings

It is hereby found by the Boise County Commissioners that:

- 1.1** Considerable growth within the unincorporated area of the County which is also within the boundaries of Garden Valley Fire Protection District (the “Fire District”) has an impact upon the Fire District’s ability to service that new growth with the same level of service in reliance upon existing Fire District income sources; and
- 1.2** The District has negotiated with Boise County to use the County’s ordinance authority to impose a development impact fee for this Fire District’s Systems Improvements that are within the unincorporated area of the County and also within the boundaries of this Fire District; and
- 1.3** Pursuant to Idaho Code § 67-8204A, the District has negotiated the following agreement with Boise County: the *Boise County and Garden Valley Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* (the “Intergovernmental Agreement”) which is a necessary part of the process of establishing a fire district development impact fees (which is in addition to the approval of an Ordinance by the County); and
- 1.4** Section 2 “Recitals” of the Intergovernmental Agreement sets forth the authority, intentions, purposes, consideration and reasons of the Boise County and this Fire District

for entering into the Intergovernmental Agreement, and such Recitals are therefore by this reference incorporated herein as if set forth at length.

Section 2: Action authorizing the Chairman of the Boise County Commissioners and County Clerk to execute the Intergovernmental Agreement

2.1 That the Chairman of the Boise County Commissioners and the County Clerk are hereby authorized, as the agents of this County, to execute the Intergovernmental Agreement, a true and correct copy of which is attached hereto and marked **Exhibit A**, and by this reference incorporated herein, and thereby fully bind this County to its terms and conditions upon the same being approved and executed by the Garden Valley Fire Protection District.

Section 3: Direction to County Clerk

3.1 The County Clerk is hereby directed to retain this resolution in the official records of the County and to provide a certified copy of this resolution to the Secretary of the Garden Valley Fire Protection District, and provide a copy to the County attorney.

Section 4: Effective Date

4.1 This Resolution shall be in full force and effect on July 16, 2024.

APPROVED and ADOPTED in Open Session this 16th day of July, 2024.

BOISE COUNTY COMMISSIONERS



CLAYS S. TUCKER, Chairman/Commissioner



BOB CALLAHAN, Commissioner



LINDY E. WINSTROM, Commissioner



By 

MARY T. PRISCO, Clerk to the Board

EXHIBIT A

**BOISE COUNTY AND GARDEN VALLEY FIRE PROTECTION DISTRICT
INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM
IMPROVEMENTS**

[Idaho Code § 67-8204A & 67-2328]

Parties to Agreement:

Boise County	County	<u>Physical Address:</u> 419 Main St. Idaho County, Idaho 83622 <u>Mailing Address:</u> P.O. Box 1300 Idaho County, Idaho 83631
Garden Valley Fire Protection District	Fire District	<u>Physical Address:</u> 373 S. Middlefork Rd. Garden Valley, Idaho 83622 <u>Mailing Address:</u> P.O. Box 530 Garden Valley, Idaho 83622

THIS INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT (the “Agreement”) is entered into by and between Boise County (County) and Garden Valley Fire Protection District (“Fire District”) as an Intergovernmental Agreement as provided for in Idaho Code §67-8204A.)

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Act:** means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.

- 1.2 Advisory Committee:** means and refers to the *Garden Valley Fire Protection District Development Impact Fee Standing Advisory Committee* formed and staffed by the County and the Fire District pursuant to Idaho Code § 67-8205 and Chapter 3 of the *Garden Valley Fire Protection District Development Impact Fees Ordinance* and this Agreement. The Committee’s responsibilities include preparing and recommending the Capital Improvements Plan and any amendments, revisions, or updates of the same.
- 1.3 Agreement:** means and refers to this *Boise County and Garden Valley Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*, by and between the Parties pursuant to Idaho Code 67-8204A and 8205 and Chapter 3 of the *Garden Valley Fire Protection District Development Impact Fees Ordinance* which may be referred to and cited as the “Garden Valley Fire Protection District Intergovernmental Impact Fee Agreement” .
- 1.4 All other definitions:** all other definitions of this Agreement which are not otherwise set forth in this section are set forth in Chapter 2 of the *Garden Valley Fire Protection District Development Impact Fees Ordinance* and are herein included as separate definitions as if the same are set forth herein.
- 1.5 Capital Improvements Plan:** means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the County and the Fire District pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.
- 1.6 Capital Projects Fund:** means and refers to the *Boise County/Garden Valley Fire Protection District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to Chapter 10 of the *Garden Valley Fire Protection District Development Impact Fees Ordinance*, and Idaho Code § 67-8210(1); and as established by the Fire District Board by policy which shall include any of one or more interest bearing accounts into which each Fire District Impact Fee shall be deposited and maintained by the Fire District.
- 1.7 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, expert and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.8 County:** means and refers to the Boise County, Idaho, party to this Agreement.
- 1.9 Fire District:** means and refers to *Garden Valley Fire Protection District*, party to this Agreement.
- 1.10 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.11 Ordinance:** means and refers to the *Garden Valley Fire Protection District Development Impact Fee Ordinance*, together with any amendments thereto approved subsequent to the date of this Agreement.

- 1.12 Party/Parties:** means and refers to the County and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.13 Service Area:** means and refers to that certain area as defined in the Act in Idaho Code § 67-8203 (26), which states “...all that geographic area within the Fire District’s boundaries as identified by the County and the Fire District in which the Fire District provides fire and life preservation services to Development within the areas defined, based on sound planning or engineering principles or both.” For purposes of this Agreement, there shall be one Service Area encompassing all area within the Fire District.
- 1.14 System Improvements:** Means and refers to capital improvements to public facilities identified in the Capital Improvements Plan designed to provide service to a Service Area as defined in the Act at Idaho Code § 67-8203(28).

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvements Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of the Fire District, and to further the best interest of the Parties; and
- 2.2** Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code; and
- 2.3** The County is a governmental entity as defined in the Act in Idaho Code Section 67-8203(14) and as provided in Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.4** Idaho Code Section 67-8204A, provides that the County, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.5** The Fire District’s duty and responsibility is to provide protection of property against fire and the preservation of life, emergency medical services, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.6** The Fire District’s boundaries include all the area within the County and the Fire District that provides fire and emergency medical services within the County; and

- 2.7 The County is experiencing and is affected by considerable growth and development; and
- 2.8 The purposes of the Act [Idaho Code Section 67-8202] are as follows:
- 2.8.1 Ensure that adequate public facilities are available to serve new growth and development; and
 - 2.8.2 Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and
 - 2.8.3 Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.9 In anticipation and in consideration of the County Commissioners adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the County has established and the Fire District Board has appointed, pursuant to the *Garden Valley Fire Protection District Development Impact Fee Ordinance* and Idaho Code § 67-8205, the Advisory Committee; and
- 2.10 The Fire District has provided the County with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee; and
- 2.11 Adoption of the Capital Improvements Plan by the County Commissioners and the Fire District Board was in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable; and
- 2.12 This Agreement facilitates the intent and purposes of the Fire District's Capital Improvements Plan and the Ordinance is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the County and within the boundaries of the Fire District; and
- 2.13 The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3 CAPITAL PROJECTS FUND

- 3.1 **Capital Projects Fund Name:** The Fire District shall establish and maintain the Capital Projects Fund entitled *Boise County/Garden Valley Fire Protection District Development Impact Fee Capital Projects Fund*; and
- 3.2 **Deposits to the Capital Projects Fund Accounts:** Fire District development impact fees collected by the County pursuant to the Ordinance and transferred to the Fire District

shall be maintained by the Fire District and deposited to the accounts in the Capital Projects Fund; and

- 3.3 Interest Bearing Capital Projects Fund Accounts:** The Fire District shall establish Capital Projects Fund accounts as the *Boise County/Garden Valley Fire Protection District Development Impact Fee Capital Projects Fund* accounts (the “Capital Projects Fund Account(s)”) as interest-bearing Accounts; and
- 3.4 Capital Projects Fund Accounts Accounting:** The Fire District shall account for the Capital Projects Fund Accounts as follows:
- 3.4.1** Establish a separate accounting for each collected and transferred Impact Fee by the designation of the year, month, and date the Impact Fee was collected by the County, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee including the name of the subdivision, the lot #, and the block #, or the County Assessor parcel number (i.e. 24/11/1- Smith – _____ View Subdivision No. 1, Lot __, Block ____ or County Assessor’s Parcel No. _____); and
- 3.4.2** Each separate accounting shall be additionally designated; in the event it was paid under protest (i.e., UP) or is the subject of a claim for refund or reimbursement (i.e., CR); and
- 3.4.3** All Impact Fees in all Capital Projects Fund Accounts shall be maintained in interest-bearing accounts. The interest earned on each account, pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127 and as amended and shall be considered funds of each account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated; and
- 3.4.4** *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis; and
- 3.4.5** *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, account for all Impact Fees monies received, ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and provide an annual accounting of the Capital Projects Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.
- 3.5 Capital Projects Fund Accounts Audit:** The Fire District shall perform and prepare an audit as an annual report: (a) describing the amount of all Impact Fees received, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Impact Fees collected, appropriated, or spent for System Improvements during the preceding fiscal year under the System Improvements category of public facility and the Service Area. A copy of this audit shall be provided to the County; and

- 3.6 Capital Projects Fund Accounts Expenditures:** Distribution from the Capital Projects Fund, except for a Fee Payer Reimbursement or Fee Payer Refund made pursuant to the County Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

SECTION 4: ADVISORY COMMITTEE ADMINISTRATION AND STAFFING

4.1 Advisory Committee; Membership; Officers.

- 4.1.1 Advisory Committee Membership.** Members shall be appointed by the Garden Valley Fire Protection District Board of Commissioners with notice of appointment to the Boise County Commissioners for a term of one (1) year or until a successor is appointed in his/her place., and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the County or Fire District, and all members must reside within the boundaries of the service area.

- 4.1.2 Charge.** The Joint Advisory Committee shall serve as an advisory committee to the Boise County Commissioners and to the Fire District Board, and is charged with the following responsibilities:

4.1.2.1 Assist the County and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;

4.1.2.2 File with the Fire District Administrator and the Boise County Commissioners, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;

4.1.2.3 Advise the Boise County Commissioners and to the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

4.1.2.4 Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.

- 4.1.3 Joint Advisory Committee Organization.** The Fire District Administrator shall staff the Joint Advisory Committee in order to provide needed information for the Committee's review and to provide for its compliance with Idaho Open Meetings Law (Chapter 2, Title 74 Idaho Code).

4.1.3.1 The Joint Advisory Committee shall select officers, which include a Chairman, Vice Chairman, and a Secretary of the Committee.

- 4.1.3.2** The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
- 4.1.3.3** The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
- 4.1.3.4** The Committee shall establish a regular meeting schedule.
- 4.1.3.5** The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the Boise County County Commissioners and Fire District's Board of Commissioners.
- 4.1.3.6** Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
- 4.1.3.7** A majority vote of those present at any meeting is sufficient to carry motions.
- 4.1.4 Reporting.** The Joint Advisory Committee reports directly to the Boise County Commissioners and to the Fire District Board.
- 4.1.5 Boise County Commissioners and Fire District Board of Commissioners Review of Committee's Reports and Recommendations.** The County Commissioners and Fire District Board shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the Boise County Commissioners and Fire District Board actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of the System Improvement Costs, and that the procedures for administering Fire District Impact Fees remain efficient.
- 4.1.6 Annual Report.** As part of its annual audit process Fire District shall prepare an annual report for the Boise County Commissioners and Fire District Board describing:
- 4.1.6.1** The amount of all development impact fees collected, appropriated, and spent during the preceding year by category of public facility and service area; and
- 4.1.6.2** The percentage of tax and revenues other than impact fees collected, appropriated, or spent for system improvements during the preceding year by category of public facility and service area.

4.1.7 Staffing.

4.1.7.1 The administration and performance by the County of the Ordinance shall be under the direction of Boise County.

4.1.7.2 The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

**SECTION 5
DELIVERY OF FIRE IMPACT FEES TO THE FIRE DISTRICT**

5.1 Remittance of Fees to Fire District. Fire District Impact Fees collected by the County shall be delivered to the Fire District on a monthly basis.

5.2 Administrative Fee. The Fire District agrees to pay the County an administrative fee of Fifteen and 00/100 Dollars (\$15.00) per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by County staff. The Fire District agrees to pay the total monthly administrative fee owed the County within thirty (30) days after receipt of County's invoice.

5.3 Manner of Financing. All financing of the cooperative undertaking established pursuant to this Agreement shall be the responsibility of Fire District as provided in Article I § 1.4

**SECTION 6
SERVICE AREA**

6.1 Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.

6.2 The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within unincorporated County of Homedale located within the boundaries of the Fire District.

**SECTION 7
COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT**

The Fire District shall at all times:

7.1 Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and

- 7.2 Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance; and
- 7.3 Establish and maintain the Capital Projects Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and
- 7.4 Pay the following costs:
 - 7.4.1 Proportional costs associated with the Advisory Committee's review of the Fire District Capital Improvement Plan; and
 - 7.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District; and
 - 7.4.3 Costs of drafting this Agreement and any amendment or termination of the same as may be requested by the Fire District; and
 - 7.4.4 Costs associated with the Fire District's performance of this Agreement; and
 - 7.4.5 Cost associated with an appeal of a claim of exemption; and
 - 7.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the Ordinance.
- 7.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 8
COVENANTS OF PERFORMANCE SPECIFIC TO THE COUNTY**

The County shall:

- 8.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 8.2 Maintain and staff the position of the County Clerk to manage and perform the duties and responsibilities of the County as set forth in the Ordinance; and
- 8.3 Abide by the terms and conditions required of the County as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 8.4 Remit all Fire District Impact Fees collected by the County to the Fire District for deposit in the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and

- 8.5** Be solely responsible for the County's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 9
ADMINISTRATIVE STAFFING**

- 9.1** The administration and performance by the County of the Ordinance shall be under the direction of the County Clerk; and
- 9.2** The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

**SECTION 10
NOTICE AND DELIVERY OF DOCUMENTS**

- 10.1** The contact information for purposes of notice to and/or the delivery of documents to the County is as follows:

- 10.1.1** By mail or hand-delivery addressed to:

Boise County
Attention Boise County Clerk
P.O. Box 1300
Idaho County, Idaho 83631

- 10.1.2** By scanning, attaching and e-mailing to: mprisco@co.boise.id.us

- 10.2** The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:

- 10.2.1** By mail or hand-delivery addressed to:

Fire Station No. 1
Attention: Fire District Administrator
P.O. Box 530
Garden Valley, Idaho 83622

- 10.2.2** By scanning, attaching, and e-mailing to: chief@gvfdidaho.com

- 10.3** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix I*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 11 INDEMNIFICATION

- 11.1** To the extent permitted by law, the Fire District shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of Fire District related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim the Fire District shall defend such allegations and the Fire District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that the Fire District itself could be liable under state and federal statutes, regulations, common law, and other law; and
- 11.2** To the extent permitted by law, the County shall defend, indemnify, and hold the Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of the County, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that the County itself could be liable under state and federal statutes, regulations, common law, and other law. County's indemnification and defense of the Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which County would be entitled if the claims were asserted against County.

SECTION 12 TERM/AMENDMENT/TERMINATION

- 12.1 Term:** This Agreement shall continue in force and effect perpetually from its execution date unless terminated as provided in this section; and
- 12.2 Amendment:** An amendment may be proposed by either Party or as the result of an update of the Capital Improvements Plan.
- 12.2.1** A proposed amendment must be in writing and include this entire Agreement as then existing and shall therein include a strikethrough of any language to be deleted and underlining of any new language of the proposed amendment; and
- 12.2.2** A proposed amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the amendment), the Party to contact for information, and the Amended and Reformed Agreement text and may be accompanied by proposed amendment(s) to the Ordinance if proposed; and
- 12.2.3** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement in the event the proposed Amendment is approved; and

12.2.4 An approved, amended, and restated Agreement shall be executed by the County Commissioners and the Fire District's Board of Commissioners.

12.3 Termination: This Agreement may only be terminated in accordance with the following process:

12.3.1 Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section; and

12.3.2 A proposed termination shall contain a Statement of the Reasons (which shall include a statement of how the Parties will be affected by the termination.) Any proposal to terminate the Agreement must also include the proposal regarding the repeal of the Ordinance; and

12.3.3 No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Capital Projects Fund.

SECTION 13 EFFECTIVE DATE

13.1 This Agreement is effective simultaneously with the effective date of the Ordinance.

SECTION 14 GENERAL PROVISIONS

14.1 Third Party Beneficiaries: Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity and/or a Developer or Fee Payer affected by the Ordinance or the Agreement other than the Parties hereto; and

14.2 Severability: Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein; and

14.3 Counterparts: This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original;" and

14.4 Captions: The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions; and

14.5 Choice of Law: This Agreement shall be governed and interpreted by the laws of the state of Idaho; and

14.6 Assignment: No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, 2024.

SIGNATURE LINES OMITTED FOR PURPOSES OF THIS EXHIBIT

APPENDIX 1

Notice of Contact Information Change

FROM: _____
TO: _____
DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section 8 of the *Boise County and Garden Valley Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code § 67-8204A]*, dated _____, of the following CHANGE IN CONTACT INFORMATION:

New Contact Information is as follows:

Name/Entity: _____
Address: _____
Telephone: _____ Fax: _____
Email: _____

Signature (Authorized Agent)
Title: _____

Certificate of Service

I, the undersigned, hereby certify that on the _____ day _____ of _____, 20_____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

County or Fire District
Address
County, State, ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

for County or Fire District

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

