

**MASTER INTERAGENCY GOVERNMENTAL AGREEMENT
FOR WAIVER OF COSTS AND FEES**

This MASTER INTERAGENCY GOVERNMENTAL AGREEMENT FOR WAIVER OF COSTS AND FEES (“Agreement”) is made and entered into this ____ day of _____, 2021 (“Effective Date”), by and between Meridian Library District, a public library district organized under the laws of the State of Idaho (“District”) and the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) (collectively, “Parties”).

WHEREAS, District is a public library district organized and operating pursuant to Title 33, Chapter 27, Idaho Code, and City is a municipal corporation organized and operating pursuant to Title 50, Idaho Code;

WHEREAS, both Parties are taxing districts, as defined by Idaho Code § 63-201, and serve largely the same constituencies, comprised of the same taxpayers;

WHEREAS, District and City desire to enter into a fee waiver agreement whereby neither party may be obligated to pay certain specified fees or charges to the other; and

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and District agree as follows:

- I. **Purposes; powers.** In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the recitals above. Each of the recitals above are incorporated into the body of this Agreement.
- II. **Fees to be waived; generally.** During the term of this Agreement, District shall not be obligated to pay to City the following enumerated fees and charges.
 - A. **Impact fees.** City shall waive impact fees that would otherwise be assessed by City pursuant to Title 10, Chapter 7, Meridian City Code.
 - B. **Development application fees.** City shall waive application fees for development applications submitted to City by District.
 - C. **Building permit fees – City employee services.** City shall waive fees for building permits submitted by District for which services are provided by City employees. City

shall not waive fees for building permits submitted by District for which services are provided by independent contractors.

- D. Plan review fees – City employee services.** City shall waive fees for building and fire plan review services provided to District by City employees. City shall not waive fees for building and fire plan review services provided to District by independent contractors.

III. Process for fee waiver; specific projects. District shall initiate, and City shall process, a fee waiver request pursuant to the following procedure:

- A. Request.** District may make a request that City waive fees under this Agreement for a particular project by submitting a written request for such waiver to the City Attorney.
- B. Enumeration and amount of waivable fees.** The City Attorney shall consult City staff in the Community Development, Public Works, and other City departments, as necessary to determine which fees qualify for a waiver pursuant to the terms of this Agreement, and the amount of each type of fee to be waived.
- C. Task order.** The City Attorney shall prepare a task order enumerating the type and amount of fees to be waived by City pursuant to this Agreement. Following execution of such task order by the respective governing boards of the Parties, the City shall waive otherwise applicable fees, pursuant to the terms of this Agreement and such task order.

IV. Fees not waived. City shall not waive the following fees, except and unless by written amendment or separate agreement signed by both Parties:

- A. Utility fees.** City shall not waive fees for any service related to utilities (*e.g.*, water, sewer, reclaimed water, meters, assessments).
- B. Fees not enumerated.** City shall not waive applicable fees for any service except as specifically set forth in this Agreement.

V. General provisions.

- A. Notice.** Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, or sent via e-mail, addressed as follows:

District:
Director
Meridian Library District
1326 W. Cherry Lane
Meridian ID 83642
director@mld.org

City:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian ID 83642
cityclerk@meridiantcity.org

Either party may change its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

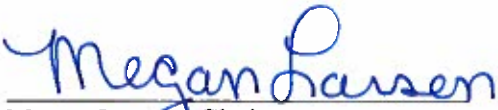
- B. Term.** This Agreement shall become effective as of the Effective Date upon execution by both parties, and shall expire on September 30, 2031, unless earlier extended or terminated. The term of this Agreement may be extended by written mutual agreement of District and City. If the parties fail to mutually extend this Agreement, and neither has terminated, the term of this Agreement, or such other terms as the parties have agreed upon in writing, shall be renewed automatically for one-year periods thereafter unless terminated by either party in the manner provided in this Agreement.
- C. Termination.** Either party may terminate this Agreement upon sixty (60) days' written notice to the other, provided, however, that any fees that would have been due and payable by the terminating party eighteen (18) months prior to the date of termination that were not owed due to the existence of this Agreement shall become immediately due and payable, and shall be paid on the date of termination of this Agreement.
- D. Waiver.** Each party shall waive and releases the other, and its agents, employees, heirs, executors, administrators, assigns, and/or personal representatives, from any and all civil claims and/or rights for damages that each party or such other persons or entities now have or may have hereafter have against the other and/or its employees, agents, officials, officers, volunteers, and guests, suffered in connection with or arising out of this Agreement.
- E. Constitutional debt limitation.** Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- F. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- G. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- H. Severability.** If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- I. Waiver, acknowledgments and modifications.** The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of

this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by District and City.

- J. Scope of relationship.** The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- K. Time is of the essence.** Time shall be of the essence for all events and obligations to be performed under this Agreement.
- L. Compliance with law.** Throughout the course of this Agreement, the Parties shall comply with any and all applicable federal, state, and local laws.
- M. Nondiscrimination.** Throughout the course of this Agreement, District shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation, or any physical, mental, or sensory handicap.
- N. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- O. Governing boards' approval required.** The validity of this Agreement shall be expressly conditioned upon action by the respective governing boards of the Parties to approve the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the Effective Date written above.

MERIDIAN LIBRARY DISTRICT:


Megan Larsen, Chair
Meridian Library District Board of Trustees

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk