

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, a certain agreement entitled the “CITY OF MERIDIAN / MERIDIAN RURAL FIRE PROTECTION DISTRICT FIREFIGHTING AND LIFE PRESERVATION SERVICE CONTRACT AND JOINT EXERCISE OF POWER AGREEMENT”, dated September 22, 1998, (the “Agreement”) exists between the City of Meridian (the “City”) and the Meridian Rural Fire Protection District (the “District”); and

WHEREAS, pursuant to the Agreement, the District pays a fee (the “Contract Service Fee”) to the City for the protection of property, both real and personal, against fire and for life preservation services, which includes those services a fire protection district, in the state of Idaho, is authorized to and does provide (the “Fire and Life Protection Services”); and

WHEREAS, the Contract Service Fee is determined, pursuant to the Agreement, as a percentage of the “Gross Market Valuation Percentage”, the “Population Percentage”, and the “Market Valuation”, all of which are delineated in section 8 of the Agreement; and

WHEREAS, pursuant to the Agreement, the method used to determine the Contract Service Fee is the method used to determine the funding of the Capital Outlay Expenditure budget as between the City and the District; and

WHEREAS, the Agreement permits the parties to amend or modify, by written amendment to the Agreement, the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget; and

WHEREAS, the City and the District previously entered into a certain Memorandum of Understanding and Agreement (the “2020/2021 Budget Year Memorandum”), dated September 1, 2020, a copy of which is on file in the records of the City and the records of the District respectively, pursuant to which the City and the District amended and modified the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, for the 2020/2021 fiscal year, as the term “fiscal year” is defined by the Agreement, by agreeing to a particular percentage allocation of such costs and expenses as between the City and the District; and

WHEREAS, the City and the District desire: (a) to confirm the expiration, end and termination of the 2020/2021 Budget Year Memorandum; and (b) pursuant to this Memorandum of Understanding and Agreement to amend and modify the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, by setting the percentage allocation for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget between the City and the District for the 2021/2022 fiscal year; and

WHEREAS, the City and the District desire to enter into this Memorandum of Understanding and Agreement and effectuate its purposes and agreements because the City and the District, jointly and severally, through their respective Council and Board, find and conclude the citizens of the City and the District, respectively, will benefit, directly and indirectly, from its purposes and agreements as set forth herein above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the City and the District hereby acknowledge and memorialize their agreement as follows.

1. The 2020/2021 Budget Year Memorandum is expired, terminated and ended, and of no further force or effect as of the end of the 2020/2021 fiscal year, as the term "fiscal year" is defined by the Agreement.

2. Notwithstanding the calculated percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", as provided in section 8 of the Agreement, for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget, the allocation between the City and the District for the 2021/2022 fiscal year shall be NINETY-TWO PERCENT (92%) attributable to the City and EIGHT PERCENT (8%) attributable to the District. The foregoing shall be and is effective for and as of the 2021/2022 fiscal year, and the parties shall return to the method provided in section 8 of the Agreement for determining the percentage allocation for the Contract Service Fee and the Capital Outlay Expenditure budget for subsequent fiscal years.

3. All other terms, provisions, covenants and agreements set forth in the Agreement shall remain and be the same.

4. The City and the District shall execute such further and additional documents and instruments necessary to give this Memorandum of Understanding and Agreement full force and effect.

IN WITNESS WHEREOF, the parties have herein executed this Memorandum of Understanding and Agreement.

DATED AND SIGNED this _____ day of _____, 2021.

City of Meridian

By: _____
Mayor

Attest:

By: _____
City Clerk

Meridian Rural Fire Protection District

By: _____

Chairman

Attest:

By: _____

Secretary

By Resolution No. 21-001