

AGREEMENT NO. 30708

**ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT
AND CITY OF MERIDIAN INTERGOVERNMENTAL AND
JOINT POWERS AGREEMENT CONCERNING CAPITAL
IMPROVEMENTS PLAN FOR DISTRICT SYSTEM
IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

Parties to Agreement:

Ada County Emergency Medical Services District	District	Ada County Emergency Medical Services District Attn: Director 370 N. Benjamin Ln. Boise, Idaho 83704
City of Meridian	City	City of Meridian Attn: City Clerk 33 E. Broadway Ave. Meridian, Idaho 83642

THIS ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT AND CITY OF MERIDIAN INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLAN FOR DISTRICT SYSTEM IMPROVEMENTS (“Agreement”) is entered into this date of April 22, 2025 (“Effective Date”) by and between the Ada County Emergency Medical Services District (“District”) and the City of Meridian (“City”) 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, 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 *Ada County/Ada County Ambulance District Development Impact Fee Advisory Committee*, which shall serve as the development impact fee advisory committee pursuant to Idaho Code § 67-8205(3) to prepare and recommend the Capital Improvements Plan (“CIP”) and any amendments, revisions, or updates of the same.

- 1.3 Agreement:** Means and refers to this *Ada County Medical Services District and City of Meridian Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plan for District System Improvements*.
- 1.4 Board:** Means and refers to the Board of the Ada County Emergency Medical Services District.
- 1.5 Capital Improvements Plan and/or CIP:** Means and refers to the *May 24, 2024 EMS Capital Improvement Plan and Development Impact Fee Study*, which was prepared for the District and adopted by the Ada County Board of Commissioners.
- 1.6 City:** Means and refers to *City of Meridian, Idaho*, Party to this Agreement.
- 1.7 City Council:** Means and refers to the *City Council* of the City of Meridian, Idaho.
- 1.8 District:** Means and refers to the *Ada County Medical Services District*, Party to this Agreement.
- 1.9 Party/Parties:** Means and refers to the District and/or the City, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.10 Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26). Said Service Area shall encompass the entirety of Ada County, including all the incorporated cities.
- 1.11 System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).

SECTION 2 PURPOSES & AUTHORITY

- 2.1** The purpose of this Agreement is to provide a structure that will enable, but not require, the City to adopt the CIP. The CIP is intended to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of residents countywide, and to further the best interests of the Parties.
- 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 in accordance with Title 67, Chapter 82, Idaho Code.
- 2.3** Idaho Code § 67-8204A provides that the District and City have authority to enter into an intergovernmental agreement for the purpose of developing joint plans for capital improvements.

- 2.4. The District is responsible for providing emergency medical services on a countywide basis.
- 2.5. The District is experiencing considerable growth and development, and the District's ability to provide emergency medical services is affected by said development.
- 2.6. The District has provided the City with the CIP, which was prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee as provided in Idaho Code §§ 67-8205 and 67-8206(2).
- 2.7. The Ada County Board of Commissioners has adopted the CIP in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1).
- 2.8. The District has requested that the City adopt the CIP in accordance with the Act, and the City is willing to consider said request. The Parties acknowledge and agree, however, that the City Council cannot and shall not be bound by this Agreement to adopt the CIP.
- 2.9. That by reason above stated, the Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3 ADVISORY COMMITTEE

- 3.1 **Advisory Committee.** The *Ada County/Ada County Ambulance District Development Impact Fee Advisory Committee* shall serve as the development impact fee advisory committee pursuant to Idaho Code § 67-8205(3) to prepare and recommend the CIP and any amendments, revisions, or updates of the same.
 - 3.1.1 **Administration and Staffing.** The District, in cooperation with Ada County, shall provide for the administration and staffing of the Advisory Committee. Advisory Committee members shall be appointed in accordance with the requirements of Idaho Code § 67-8205.
 - 3.1.2 **Charge.** The Advisory Committee is charged with the responsibilities set forth in Idaho Code § 67-8205(4).
 - 3.1.3 **Written Comments.** The District shall cause the Advisory Committee to file its written comments concerning the CIP with the City on or before June 30, 2025, to provide the City with ample time to consider the CIP prior to the termination of this Agreement.

SECTION 4 SERVICE AREA

- 4.1** Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities provide services to development within that geographic area on the basis of sound planning or engineering principles or both.
- 4.2** The CIP and this Agreement define the Service Area as the entirety of Ada County, including all the incorporated cities.

SECTION 5 COSTS SPECIFIC TO DISTRICT

- 5.1** The District shall pay the following costs:
- 5.1.1** All costs associated with the Advisory Committee; and
- 5.1.2** All District costs associated with drafting this Agreement and any amendment or termination of the same; and
- 5.1.3** All costs associated with the District's performance of this Agreement; and
- 5.1.4** All legal costs and fees associated with any action brought by a third party concerning the validity of the CIP or this Agreement.

SECTION 6 CITY COUNCIL ACTION

- 6.1** After the Advisory Committee files its written comments concerning the CIP with the City in accordance with the Act and Section 3.1.3 of this Agreement, the City shall consider the adoption of the CIP in accordance with the Act.
- 6.2** If the City adopts the CIP, the City agrees to consider the possibility of adopting a City ordinance concerning the countywide development impact fees delineated in the CIP, but only after (a) the Parties negotiate and agree on a new intergovernmental agreement for that purpose and (b) all the incorporated cities in Ada County have adopted (1) the CIP and (2) the ordinances necessary to implement countywide development impact fees.
- 6.3** The Parties acknowledge and agree that:
- 6.3.1** Nothing in this Agreement shall be construed as requiring the City to adopt the CIP; and

- 6.3.2** Nothing in this Agreement shall be construed as requiring the City to adopt an ordinance implementing countywide development impact fees.

SECTION 7 INDEMNIFICATION

- 7.1** To the extent permitted by law, District shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, and expenses arising out of or in connection with any acts or omissions of the District related to the CIP or this Agreement. In the event of such claim, District shall defend such allegations, and 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.

SECTION 8 TERM/TERMINATION/AMENDMENT

- 8.1** **Term.** This Agreement shall terminate on December 31, 2029, unless terminated earlier in accordance with Section 8.2 of this Agreement.
- 8.2** **Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party.
- 8.3** **Amendment.** This Agreement may be amended only by written agreement of the Parties.

SECTION 9 NOTICE AND DELIVERY OF DOCUMENTS

- 9.1** **Notices.** All notices, requests or demands to a Party hereunder shall be in writing and shall be given or served upon the other Party by US Mail or email addressed as set forth below.
- 9.2** **Contact Information.** The contact information for purposes of notice to and/or the delivery of documents to the District is as follows:

Ada County Emergency Medical Services District
Attn: Director
370 N. Benjamin Ln.
Boise, Idaho 83704

With Copy to:

Ada County Prosecutor's Office
Attn: Chief Civil Deputy
200 W. Front Street, Room 3191
Boise, Idaho 83702
adacountyprosecutor@adacounty.id.gov

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

City of Meridian
Attn: City Clerk
33 E. Broadway Ave.
Meridian, Idaho 83642

SECTION 10 GENERAL PROVISIONS

- 10.1 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 other than the Parties hereto.
- 10.2 Electronic and Non-Electronic Signatures:** The District and City may execute this Agreement using handwritten signatures or electronic signatures, in accordance with Idaho's Uniform Electronic Transactions Act. The Parties acknowledge and agree that both signature methods are equally valid and binding for the purposes of this Agreement.
- 10.3 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.
- 10.4 Choice of Law and Venue.** This Agreement shall be governed and interpreted by the laws of the State of Idaho. Venue shall be Ada County, Idaho.
- 10.5 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.
- 10.6 Time of the Essence.** Time shall be of the essence for all events and obligations to be performed under this Agreement.
- 10.7 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.
- 10.8 Assignment.** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

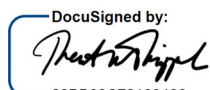
Board of the Ada County Emergency Medical Services District

By:  4/22/2025 | 3:25 PM MDT
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Rod Beck, Commissioner

By:  4/23/2025 | 12:06 PM MDT
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Ryan Davidson, Commissioner

By:  4/22/2025 | 3:58 PM MDT
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Thomas Dayley, Commissioner

ATTEST:

 4/23/2025 | 4:16 PM MDT
28BB02C72100486...
Trent Tripple, Ada County Clerk

City of Meridian

By: _____
Mayor Robert E. Simison

ATTEST:

Chris Johnson, City Clerk