

EXHIBIT D

**ADA COUNTY AND CITY OF MERIDIAN
INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT
CONCERNING CAPITAL IMPROVEMENTS PLANS
FOR COUNTY SYSTEM IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

Parties to Agreement:

Ada County	County	Ada County Board of Commissioners 200 W. Front Street, Third Floor Boise, Idaho 83702
City of Meridian	City	City of Meridian Attn: City Clerk 33 E. Broadway Avenue Meridian, Idaho 83642

THIS ADA COUNTY AND CITY OF MERIDIAN INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLANS FOR COUNTY SYSTEM IMPROVEMENTS (“Agreement”) is entered into this date of _____ (“Effective Date”) by and between Ada County (“County”) 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 Plans (“CIPs”) and any amendments,

revisions, or updates of the same.

- 1.3 Agreement:** Means and refers to this *Ada County and City of Meridian Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plans for County System Improvements*.
- 1.4 Capital Improvements Plans and/or CIPs:** Means and refers to, collectively, the *May 24, 2024 Jail Capital Improvement Plan and Development Impact Fee Study*, the *May 24, 2024 EMS Capital Improvement Plan and Development Impact Fee Study*, and the *Coroner Capital Improvement Plan and Development Impact Fee Study*, all of which were prepared for and adopted by the County.
- 1.5 City:** Means and refers to *City of Meridian, Idaho*, Party to this Agreement.
- 1.6 City Council:** Means and refers to the *City Council* of the City of Meridian, Idaho.
- 1.7 County:** Means and refers to *Ada County, Idaho*, Party to this Agreement.
- 1.8 Party/Parties:** Means and refers to the County and/or the City, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.9 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.
- 1.10 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 CIPs. The CIPs are 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 County and City have authority to enter into an intergovernmental agreement for the purpose of developing joint plans for capital improvements.

- 2.4. The County is responsible for providing coroner- and jail-related services on a countywide basis.
- 2.5. The County is experiencing considerable growth and development, and the County's ability to provide coroner- and jail-related services are affected by said development.
- 2.6. The County has provided the City with the CIPs, which were 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 CIPs in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1).
- 2.8. The County has requested that the City adopt the CIPs 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 CIPs.
- 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 CIPs and any amendments, revisions, or updates of the same.
 - 3.1.1 **Administration and Staffing.** The 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 shall serve as an advisory committee to the Ada County Board of Commissioners and City Council and is charged with the responsibilities set forth in Idaho Code § 67-8205(4).
 - 3.1.3 **Written Comments.** The County shall cause the Advisory Committee to file its written comments concerning the CIPs with the City on or before March 31, 2025, to provide the City with ample time to consider the CIPs 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 CIPs and this Agreement define the Service Area as the entirety of Ada County, including all the incorporated cities.

SECTION 5 COSTS SPECIFIC TO COUNTY

- 5.1** The County shall pay the following costs:
- 5.1.1** All costs associated with the Advisory Committee; and
 - 5.1.2** All County costs associated with drafting this Agreement and any amendment or termination of the same; and
 - 5.1.3** All costs associated with the County'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 CIPs or this Agreement.

SECTION 6 CITY COUNCIL ACTION

- 6.1** After the Advisory Committee files its written comments concerning the CIPs with the City in accordance with the Act and Section 3.1.3 of this Agreement, the City shall consider the adoption of the CIPs in accordance with the Act.
- 6.2** If the City adopts the CIPs, the City agrees to consider the possibility of adopting a City ordinance concerning the countywide development impact fees delineated in the CIPs, 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 CIPs 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 CIPs; 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, County shall defend, indemnify, and hold the City, its ADA COUNTY AND CITY OF MERIDIAN INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLANS FOR COUNTY SYSTEM IMPROVEMENTS – PAGE 4

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 the County related to the CIPs or this Agreement. In the event of such claim, County shall defend such allegations, and County 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, 2025, 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 County is as follows:

Ada County Development Services
Attn: Director
200 W. Front Street, Boise, ID 83702
dswebportalcontactus@adacounty.id.gov

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
cjohnson@meridiancity.org

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 County 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 Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

City of Meridian

By: _____
Mayor Robert E. Simison

ATTEST:

Chris Johnson, City Clerk