

City of Star / Ada County Emergency Medical Services District
INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT FOR THE
COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR ADA COUNTY
EMERGENCY MEDICAL SERVICES IMPROVEMENTS
[Idaho Code§ 67-8204A & 67-2328]

Parties to the Agreement:

City of Star **“City”** Star City Hall
P.O. Box 130
Star, Idaho 83669

Ada County Emergency **“District”**
Medical Services District

Ada County Emergency Medical Services District
Attn: Director
370 North Benjamin Lane
Boise, Idaho 83704

THIS, AGREEMENT, made effective _____ day of _____, 2025, by and between the Parties as herein this agreement defined.

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 Fees Act Chapter 82, Title 67, Idaho Code, as it may be amended or restated from time to time.
- 1.2 **Agreement:** means and refers to this City of Star/Ada County Emergency Medical Services District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Emergency Medical Services Improvements, by and between the Parties pursuant to LC.8 67-8204A and section 7-3C of the Ordinance which may be referred to and cited as the "City of Star/Ada County Impact Fee Agreement" or "SIFA."
- 1.3 **Capital Improvements Plan:** means and refers to the most recent Ada County Emergency Medical Services Capital Improvement Plan and Development Impact fee Study, hereinafter “Plan”, adopted by the City and Ada County Emergency

Management Services pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.

- 1.4 **Capital Projects Fund:** Shall mean and refer to the Ada County Emergency Medical Services District capital projects fund as established by its Board of Commissioners in compliance with Idaho Code § 67-8210 (1) which shall include any of one or more interest bearing accounts into which each Emergency Medical Services Impact Fees shall be deposited and maintained by District.
- 1.5 **City:** means and refers to the City of Star, Idaho, party to this Agreement.
- 1.6 **Costs:** means and refers to the expense inclusive of attorney fees, publication costs, experts and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.7 **District:** means and refers to Ada County Emergency Medical Services District, party to this Agreement.
- 1.8 **Ordinance:** means and refers to the City of Star Development Impact Fee Ordinance codified as Chapter 3 of Title 7, Amendment C, Star City Code together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.9 **Party/Parties:** means and refers to the City and/or District, 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 those service areas as set forth in the Plan pursuant to the Act at Idaho Code § 67-8203 (26) being all that geographic area within the District's boundaries in which the District provides Emergency Medical Services to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Agreement, the service areas set forth in the Plan encompasses all properties within corporate city limits that fall within Ada County.
- 1.11 **System Improvements:** Means and refers to capital improvements to public facilities identified in the Capital Improvement Plan designed to provide service to a service area as defined in the Act at Idaho Code§ 67-8203(28).
- 1.12 **All other definitions:** All other definitions of this Agreement are set forth in Section 7-3C of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

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 Improvement 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 City and within the boundaries of Ada County, and to further the best interest 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 to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code.
- 2.3 The City is a governmental entity as defined in the Act at Idaho Code § 67-8203(14) and, as provided at Idaho Code § 67-8202(5), has ordinance authority to adopt a development impact fee ordinance within city limits, whereas constitutionally the District does not have ordinance adoption authority within city limits and cannot adopt a development impact fee ordinance effective on development within the city; and
- 2.4 Idaho Code § 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.5 Ada County Emergency Medical Services District is a governmental entity established under the laws of the State of Idaho and is responsible for the provision, coordination, and oversight of emergency medical services within Ada County, including but not limited to emergency medical response, pre-hospital care, patient transport, medical standby services, public education related to emergency care, and collaboration with public safety agencies; and
- 2.6 The City and District are experiencing and are affected by considerable growth and development; and
- 2.7 The purposes of the Act [Idaho Code § 67-8202] are as follows:
 - Ensure that adequate public facilities are available to serve new growth and development;
 - 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
 - Establish minimum standards for and authorize governmental entities which are authorized to adopt ordinances to adopt impact fee ordinances.

- 2.8 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the District, the District established and appointed, pursuant to Idaho Code § 67-8205, Development Impact Fee Advisory Committee consisting of at least five (5) members of the local community active in the business of development, building or real estate; and
- 2.9 District has provided the City with the Plan prepared in accordance with the requirements of Idaho Code§ 67-8208 in consultation with the Eagle City Development Impact Fee Advisory Committee.
- 2.10 Adoption of the Plan by the City Council and the Board of the Ada County Emergency Medical Services District were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable.
- 2.11 This Agreement facilitates the intent and purposes of the 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 boundaries of the City and the District; and
- 2.12 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 Capital Projects Fund established by the District pursuant to section 7-3C of the Ordinance and this Agreement shall be known as the City of Star/Ada County Emergency Medical Services District Development Impact Fee Capital Projects Fund (the "Capital Projects Fund").
- 3.2 **Deposits to the Capital Projects Fund Accounts:** Ada County Emergency Medical Services development impact fees collected by the City pursuant to the Ordinance and transferred to the District shall be deposited and maintained by the District to the Capital Projects Fund Accounts.
- 3.3 **Interest Bearing Capital Projects Fund Accounts:** The District shall establish the Capital Projects Fund accounts (the "Capital Projects Fund Account") as an interest-bearing Accounts.
- 3.4 **Capital Projects Fund Accounts Accounting:** The 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 City, 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 # and street address (i.e. 21/5/1- Smith-Eagle View Subdivision No. 1, Lot_, Block or 123 Adam Dr.). City will provide to the County the above information.

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).

3.4.3 All Impact Fees in all accounts shall be maintained in an interest-bearing account. The interest earned on each Account pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated.

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.

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, that shall account for all Impact Fees monies received, that shall 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 that shall 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 District shall performed, prepare and a copy provided to the City, 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 by Systems Improvements category of public facility and the Service Area.

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 City Ordinance, shall be in accordance with Idaho Code§ 67-8210.

SECTION 4
COVENANTS OF PERFORMANCE SPECIFIC TO THE DISTRICT

The District shall, at all times:

- 4.1 Abide by the terms and conditions required of the District as set forth in the Ordinance, this Agreement and any amendments to the same; and
- 4.2 Maintain and staff sufficient personnel to manage and perform the duties and responsibilities of the District as set forth in the Ordinance and this Agreement; and
- 4.3 Establish and maintain the Capital Projects Fund in accordance with the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same and section 3 of this Agreement; and
- 4.4 Pay the following costs:
 - 4.4.1 Costs associated with the Star City Development Impact Fee Advisory Committee attributable to any adoption, or amendment to the Plan;
 - 4.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the District;
 - 4.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the District;
 - 4.4.4 Costs associated with the District's performance of this Agreement;
 - 4.4.5 Cost associated with an appeal of a claim of exemption;
 - 4.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the District under the provisions of the Ordinance; and
- 4.5 Be solely responsible for the District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

SECTION 5
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY

The City shall:

- 5.1 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
- 5.2 Designate the Ada County Development Services Director, or his designee, as the Administrator, as the City Clerk's duly designated agent, to perform the duties of the City Clerk pursuant to the Ordinance as it relates to the Emergency Medical Services Impact Fees established by section 7-3C of the Ordinance; and
- 5.3 Abide by the terms and conditions required of the City as set forth in the Ordinance and this Agreement and any amendments to the same, including the calculation and collection of Emergency Medical Services Fees in accordance with the terms of the Ordinance; and
- 5.4 Remit all Emergency Medical Services Impact Fees collected by the City to the District for deposit in a Capital Projects Fund account in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210; and
- 5.5 Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

SECTION 6
ADMINISTRATIVE STAFFING

- 6.1 The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk.
- 6.2 The administration and performance by the District of the Ordinance shall be under the direction of the Staff as designated by the District.

SECTION 7
NOTICE AND DELIVERY OF DOCUMENTS

- 7.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:
 - 7.1.1 By mail or hand delivery addressed to:
City of Star
Attn: City Clerk
P.O. Box 130
Star, ID 83669

7.1.2 By scanning, attaching and e-mailing to: cityclerk@staridaho.org.

7.2 The contact information for purposes of notice to and/or the delivery of documents to the District is as follows:

7.2.1 By mail or hand delivery addressed to:
Ada County Emergency Management Services District
Attn: Director
370 North Benjamin Lane
Boise, Idaho 83704

With Copy to:
Ada County Prosecutor's Office
Attn: Chief Civil Deputy
200 West Front Street, Room 3191
Boise, Idaho 83702

7.2.2 By scanning, attaching and e-mailing to: adacountyprosecutor@adacounty.id.gov

7.3 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 8

DELIVERY OF EMERGENCY MEDICAL SERVICES IMPACT FEES TO THE DISTRICT

8.1 **Remittance of Fees to District:** Emergency Medical Services Impact Fees collected by the City shall be delivered to the District on a monthly basis.

8.2 **Administrative Fee:** The District agrees to pay the City an administrative fee of Twenty Dollars (\$20.00) for each Emergency Medical Services fee collected by the City on building permits. The City shall submit an invoice to the District for the administrative fees, which shall be payable within thirty (30) days of receipt.

SECTION 9

INDEMNIFICATION

9.1 To the extent permitted by law, each Party shall defend, indemnify, and hold the other Party, 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 the other Party 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 District shall defend such allegations and the 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 Party itself could be liable under state and federal statutes, regulations, common law, and other law. The Party's City's indemnification and defense of the other Party herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which the Party would be entitled if the claims were asserted against the Party itself.

SECTION 10

TERM/AMENDMENT /TERMINATION

- 10.1 **Term:** This Agreement shall continue in force and effect perpetually from its execution date unless terminated as provided in this section.
- 10.2 **Amendment:** This Agreement may only be amended in accordance with the following process:
- 10.2.1 An amendment may be proposed by either Party or the result of an update of the Plan.
- 10.2.2 A proposed amendment must be in writing and include this entire Agreement as then existing and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.
- 10.2.3 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 form in the event the proposed Amendment is approved.
- 10.2.4 An approved amended and reformed Agreement shall be executed by the Parties.
- 10.3 **Termination:** This Agreement may only be terminated by either Party upon 6 months prior notice.
- 10.3.1 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 Trust Fund.

SECTION 11

EFFECTIVE DATE

- 11.1 This Agreement is effective simultaneously with the effective date of the Ordinance.

SECTION 12 GENERAL PROVISIONS

- 12.1 **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 and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.
- 12.2 **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.
- 12.3 **Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an original.
- 12.4 **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.
- 12.5 **Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 12.6 **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 effective as hereinabove provided, this _____ day of _____, 2025.

DATED AND SIGNED THIS _____ day of _____, 2025.

CITY OF STAR

By: _____

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

DATED AND SIGNED THIS _____ day of _____, 2025.

Board of the Ada County Emergency Medical Services District

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Tom Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

APPENDIX 1

Notice of Contact Information Change

FROM: _____
TO: _____
DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section ____ of the **City of Star/Ada County Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Emergency Medical Services Improvements**, 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:

City or County
Address
City, State ZIP

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

for City or County

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____