

**CITY OF STAR/STAR FIRE PROTECTION DISTRICT  
SECOND AMENDED AND REFORMED INTERGOVERNMENTAL AGREEMENT AND  
JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF  
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

**Parties to the Agreement:**

City of Star	“City”	City Hall 10769 W. State Street Star, Idaho 83669
Star Fire Protection District	“Fire District”	11665 W State Street, Suite B Star, Idaho 83669

**THIS AGREEMENT** made effective the 6th day of December, 2023, 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 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 *City of Star/Star Fire Protection District Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.3 Agreement:** means and refers to this *City of Star/Star Fire Protection District Second Amended and Reformed Intergovernmental Agreement and Joint Powers Agreement for the Collection*

*and Expenditure of Development Impact Fees for Fire District Systems Improvements*, which may be referred to and cited as the “Star Impact Fee Agreement”.

- 1.4 Capital Improvements Plan:** means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the City and the Fire District pursuant to the Act which defines the Fire District’s Service Area.
- 1.5 City:** means and refers to the *City of Star*, Idaho, party to this Agreement.
- 1.6 COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada City and Canyon City.
- 1.7 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.
- 1.8 City:** means and refers to City of Star.
- 1.9 Fire District:** means and refers to *Star Fire Protection District*, party to this Agreement.
- 1.10 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.11 Ordinance:** means and refers to the *Star Fire Protection District Development Impact Fee Ordinance* codified as Article A of Chapter 3 Title 7 Star City Code together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.12 Original Agreement:** means and refers to the *First Amended and Reformed Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* dated the September 16, 2020, by and between the City, and Fire District.
- 1.13 Party/Parties:** means and refers to the City and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.14 Service Area:** means and refers to a service area as defined in the Act at I.C. § 67-8203 (26).
- 1.15 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).
- 1.16 Trust Fund:** means and refers to the *City of Star/ Fire District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to Section 7-3A-11 of the Ordinance, Chapter 3 of Title 25 Star Fire Protection District Policy Code, and pursuant to Idaho Code § 67-8210(1).

- 1.17 All other definitions:** All other definitions of this Agreement are set forth in Section 7-3A-2 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 boundaries of the Fire District, and to further the best interest of the Parties; and
- 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; and
- 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 whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.4** Idaho Code Section 67-8204A, provides that the City, and the Fire District, when affected by development, each have the authority to enter into an intergovernmental agreement with each other for the purpose of developing joint plans for capital improvements and to collect and expend development impact fees for the protection of public health, safety and general welfare of the residences within the boundaries of the City; and
- 2.5** Idaho Code § 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.6** The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.7** The Fire District's boundaries include all the area within the City, and the Fire District provides fire and emergency services within its boundaries; and
- 2.8** The City is experiencing and is affected by considerable growth and development; and
- 2.9** 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 cities to adopt impact fee ordinances.
- 2.10** 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 Fire District, the Parties have established and appointed, pursuant to Idaho Code § 67-8205, the Advisory Committee; and
- 2.11** Fire District has provided the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee appointed as provided in Idaho Code §§ 67-8205 and 67 8206(2); and
- 2.12** Adoption of the Capital Improvements Plan by the City Council and the Fire District Board of Commissioners were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable; and
- 2.13** This Agreement facilitates the intent and purposes of the Capital Improvements 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 City which are also within the boundaries of the Fire District; and
- 2.14** The Parties have determined it is necessary and desirable to enter into this Agreement.

### **SECTION 3 COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT**

The Fire District shall, at all times:

- 3.1** Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and
- 3.2** Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance including all determinations of extraordinary impact; and

- 3.3** Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same; and
- 3.4** Pay the following costs:
- 3.4.1** Costs associated with the Advisory Committee review of the Capital Improvement Plan;
  - 3.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District;
  - 3.4.3** Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the Fire District;
  - 3.4.4** Costs associated with the Fire District’s performance of this Agreement;
  - 3.4.5** Cost associated with an appeal of a claim of exemption;
  - 3.4.6** Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the Ordinance; and
- 3.5** Be solely responsible for the Fire District’s performance of the terms and conditions required of it by the Ordinance and by this Agreement.
- 3.6** The City shall form and Fire District shall staff the Advisory Committee to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 3.6.1 **Advisory Committee Membership.**** Members shall be appointed for a term of one year by the Fire District Board of Commissioners as provided in Idaho Code §§ 67-8205. Notice of these appointments shall be provided to the City Clerk within seven (7) days of any such appointment.
  - 3.6.2 **Charge.**** The Advisory Committee shall serve as an advisory committee to the City Council of the City and the Fire District Board, and is charged with the following responsibilities:
    - 3.6.2.1** Assist the City and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;
    - 3.6.2.2** File with the Fire District Administrator and the City, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;

- 3.6.2.3** Advise the City and to the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
- 3.6.2.4** Fire District shall make available to the Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.
- 3.6.2.5** The Advisory Committee reports directly to the City Council of the City and to the Fire District Board.

#### **SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 4.1** 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
- 4.2** Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 4.3** Maintain and staff the position of the City to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 4.4** Remit all Fire District Impact Fees collected by the City to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210; and
- 4.5** Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 5  
ADMINISTRATIVE STAFFING**

- 5.1** The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk.
- 5.2** The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator under the Ordinance.

**SECTION 6  
NOTICE AND DELIVERY OF DOCUMENTS**

- 6.1** The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:
- 6.1.1** By mail or hand delivery addressed to:
- City of Star - City Clerk  
10769 W. State Street  
Star, Idaho 83669
- 6.1.2** By scanning, attaching and e-mailing to: [jqualls@star.idaho.org](mailto:jqualls@star.idaho.org)
- 6.2** The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:
- 6.2.1** By mail or hand delivery addressed to:
- Star Fire Protection District  
*Attention:* Fire District Administrator  
11665 W State Street, Suite B  
Star, Idaho 83669
- 6.2.2** By scanning, attaching and e-mailing to: [rward@starfirerescue.org](mailto:rward@starfirerescue.org)
- 6.3** 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 1*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

**SECTION 7**  
**DELIVERY OF FIRE DISTRICT IMPACT FEES TO THE FIRE DISTRICT**

- 7.1 Remittance of Fees to Fire District.** Fire District Impact Fees collected by the City shall be delivered to the Fire District on a monthly basis.
- 7.2 Administrative Fee.** The Fire District agrees to pay the City an administrative fee of Twenty and 00/100 Dollars (\$20.00) per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by City staff. The City may deduct the administrative fee from Impact Fees collected by the City before remittance to the Fire District, and the Fire District shall reimburse said amount from its general fund to the Trust Fund, or the City may submit an invoice to the Fire District for the administrative fee and the Fire District will remit payment from its general fund.

**SECTION 8**  
**INDEMNIFICATION**

- 8.1** To the extent permitted by law, Fire District shall defend, indemnify, and hold the City, 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 Fire District 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 Fire District shall defend such allegations and Fire 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 Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.
- 8.2** To the extent permitted by law, City shall defend, indemnify, and hold Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of City, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.



## SECTION 9 SERVICE AREA

- 9.1** Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.
- 9.2** The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within the City of Star, within the City of Eagle west of the Eagle Fire Protection District, area within unincorporated Canyon and Ada Counties, and area within the City of Middleton east of the Middleton Rural Fire District, all of which are located within the boundaries of the Fire District.

## SECTION 10 AMENDMENT and REFORMATION OF ORIGINAL AGREEMENT

- 10.1** This Agreement amends, reforms and supersedes the Original Agreement on the effective date as provided in Section 12.1 of this Agreement.

## SECTION 11 AMENDMENT / TERMINATION

- 11.1 Term.** This Agreement shall continue in force and effect perpetually from its execution date.
- 11.2 Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party. Upon termination, City shall remit all collected Fire District Impact Fees as provided in the Ordinance.
- 11.2.1** Any notice of intent to terminate shall include a proposal regarding repeal of the Ordinance.
- 11.2.2** 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.
- 11.3 Amendment.** This Agreement may be amended only by written agreement of the Parties.

**SECTION 12**  
**EFFECTIVE DATE**

**12.1** This Agreement is effective simultaneously with the effective date of the Ordinance.

**SECTION 13**  
**GENERAL PROVISIONS**

**13.1 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.

**13.2 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.

**13.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

**13.4 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.

**13.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.

**13.6 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 it effective as hereinabove provided, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**DATED AND SIGNED** this \_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF STAR**

By: \_\_\_\_\_  
Trevor A. Chadwick, *Mayor*

**ATTEST:**

By: \_\_\_\_\_  
Jacob Qualls, *City Clerk*  
By: City Council Resolution No. \_\_\_\_\_

**DATED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**STAR FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
**Jared Joseph Moyle**, Chairman/Commissioner

**ATTEST:**

By: \_\_\_\_\_  
Robin Ward, District Administrator  
By: Fire District Resolution No. \_\_\_\_\_



# APPENDIX 1

## *Notice of Contact Information Change*

FROM: \_\_\_\_\_  
 TO: \_\_\_\_\_  
 DATE: \_\_\_\_\_

NOTICE IS HEREBY GIVEN, pursuant to Section \_\_\_\_ of the **City of Star/Star Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code § 67-8204A]**, 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 Fire District  
 Address  
 City, State ZIP

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

\_\_\_\_\_  
 for *City or Fire District*

Acknowledgement of Receipt by:

Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_