

**CITY OF NAMPA  
CANYON COUNTY, STATE OF IDAHO**

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF NAMPA:**

- **Making Certain Findings; and**
- **Approving and Authorizing the Mayor and City Clerk to execute on behalf of the City Council that certain Agreement entitled "*Second Amended and Reformed Canyon County and Nampa Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*"; and**
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Nampa:

**Section 1: Findings**

It is hereby found by the City Council of the City of Nampa that:

- 1.1** The City of Nampa ("City") was a party to the *Canyon County/City of Nampa/Nampa Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements First Amended and Reformed* (the "First County Intergovernmental Agreement"); and
- 1.2** At the time the First County Intergovernmental Agreement was entered into, the City had a fire department and was providing fire protection and life preservation services to the Nampa Fire Protection District (the "Fire District"); and
- 1.3** Subsequent to entering into the First County Intergovernmental Agreement, the Fire District annexed the City and as a result the City no longer has a fire department; and
- 1.4** The Fire District has negotiated a new Intergovernmental Agreement with Canyon County (the "County") entitled *Second Amended and Reformed Canyon County and Nampa Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* (the "Second County Intergovernmental Agreement"); and
- 1.5** The Second County Intergovernmental Agreement provides that the City is consenting party to not be a party to the Second County Intergovernmental Agreement; and
- 1.6** There is no longer a need for the City to be a party to the Fire District's Intergovernmental Agreements with the County; and
- 1.7** It is in the best interest of the City, as determined by the City Council, to authorize the Mayor

and City Clerk to execute the Second County Agreement for the reasons stated herein.

**Section 2: Action Authorizing the Mayor and City Clerk to Execute the Second County Intergovernmental Agreement**

- 2.1** That the Mayor of the City of Nampa and the City Clerk are hereby authorized, as the agents of the City, to execute the Second County Intergovernmental Agreement, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein, and thereby consent to the City not being a party to said Agreement.

**Section 3: Direction to City Clerk**

- 3.1** The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a certified copy of this resolution to the District Officer Administrator of the Nampa Fire Protection District, and provide a copy to the City attorney.

**Section 4: Effective Date**

- 4.1** This Resolution shall be in full force and effect on \_\_\_\_\_.

**PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.**

By: \_\_\_\_\_  
Debbie Kling, Mayor

**ATTEST:**

By \_\_\_\_\_  
Charlene Tim, City Clerk

## **EXHIBIT A**

### **CANYON COUNTY AND NAMPA FIRE PROTECTION DISTRICT SECOND AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS**

**[Idaho Code §§ 67-8204A & 67-2328]**

**Parties to Agreement:**

<b>Canyon County</b>	<b>County</b>	<b>Physical and Mailing Address:</b> Canyon County Courthouse Attn: County Clerk 1115 Albany St. Caldwell, Idaho 83605
<b>Nampa Fire Protection District</b>	<b>Fire District</b>	<b>Physical and Mailing Address:</b> 9 12 <sup>th</sup> Ave. South Nampa, Idaho 83651

**WHEREAS**, the City of Nampa ("Consenting Party"), Canyon County ("County") and Nampa Fire Protection District ("Fire District") previously entered into the First County Intergovernmental Agreement and the parties thereto desire to remove the Consenting Party as a party to and from any obligations under said agreement; and

**WHEREAS**, the County and the Fire District desire to enter into this Agreement to amend, supersede and replace the First County Intergovernmental Agreement.

**THIS INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT** (the "Agreement") is entered into by and between Canyon County (County) and Nampa Fire Protection District ("Fire District") as an Intergovernmental Agreement as provided for in Idaho Code §67- 8204A. City of Nampa (Consenting Party) as consenting party to this Agreement.

**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 *Canyon County and Nampa Fire Protection District Joint Development Impact Fee Advisory Committee* formed and staffed by the County 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 *Second Amended and Reformed Canyon County and Nampa Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*.
- 1.4 **Capital Improvements Plan:** Means and refers to the most recent *Impact Fee Study and Capital Improvements Plan*, adopted by the County and the Fire District pursuant to the Act which defines the Fire District's Service Area.
- 1.5 **Capital Projects Fund:** Means and refers to the Fire District Development Impact Fee Canyon County Capital Projects Trust Fund established by the Fire District pursuant to the Ordinance and pursuant to Idaho Code § 67-8210(1).
- 1.6 **Consenting Party:** Means and refers to the City of Nampa.
- 1.7 **County:** Means and refers to *Canyon County, Idaho*, Party to this Agreement.
- 1.8 **Fire District:** Means and refers to *Nampa Fire Protection District*, Party to this Agreement.
- 1.9 **Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.10 **First Amended Intergovernmental Agreement:** Means and refers to the *Canyon County/City of Nampa/Nampa Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements First Amended and Reformed* by and between the Parties and the Consenting Party.
- 1.11 **Ordinance:** Means and refers to County's Canyon County Participating Fire Protection District Development Impact Fee Ordinance codified as Articles 1 & 2 of Chapter 1 Canyon County Code of Ordinances together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.12 **Party/Parties:** Means and refers to the County and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.13 **Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26).
- 1.14 **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 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

County and within the boundaries of the Fire District which are not within a city, and to further the best interest of the Parties and amends and reforms the First Amended Intergovernmental Agreement.

- 2.1 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.
- 2.2 Idaho Code § 67-8204A provides that the County 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 when they are jointly affected by development.
- 2.3 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.
- 2.4 The County is experiencing considerable growth and development, and the County and Fire District are both affected by said development.
- 2.5 Fire District has provided the County with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee appointed by Fire District as provided in Idaho Code §§ 67-8205 and 67-8206(2).
- 2.6 Adoption of the Capital Improvements Plan by the Canyon County Board of Commissioners and the Fire District Board were in accordance with Idaho Code §§ 67- 8206(3) and 67-8208(1) as applicable.
- 2.7 The Ordinance provides, as required by Idaho Code Section 67-8210, that all development impact fees collected pursuant to the Ordinance shall be maintained in one (1) or more interest-bearing accounts within a capital projects fund, which this Agreement provides for.
- 2.8 Since the Parties entered into the First Amended Intergovernmental Agreement, Idaho Code Section 67-8205 has been amended effective July 1, 2023 by Senate Bill 1114 which changed the residence requirement of persons who serve on the Advisory Committee, and provides that the process for appointment of members of the Advisory Committee can be established in the intergovernmental agreement; and
- 2.9 Pursuant to the First Amended Intergovernmental Agreement the County adopted the Ordinance, which is intended and does provide for the collection and expenditure of development impact fees for the Fire District, and the Parties here in this Agreement establish a development impact fee advisory committee pursuant to Idaho Code § 67-8205.
- 2.10 The Parties desire to amend, supersede and replace the First County Intergovernmental Agreement, and any amendments thereto, with this Agreement and remove the Consenting Party as a Party to this Agreement. The parties agree to remove and discontinue any and

all duties and obligations of the Consenting Party under this and any other previous agreements pertaining to this matter. The Consenting Party desires and consents to not being included as a Party in this Agreement to which the Parties are Agreeable; and

- 2.11 That by reason of the amendments to Idaho Code Section 67-8205, the Parties have determined it is necessary and desirable to enter into this Agreement.

### SECTION 3 CAPITAL ROJECTS FUND

- 3.1 **Capital Projects Fund Name:** The Fire District shall establish and maintain the Capital Projects Fund entitled *Canyon County/Nampa Fire Protection District Development Impact Fee Capital Projects Fund*; and
- 3.2 **Deposits to the Capital Projects Fund Accounts:** Fire District development impact fees collected by the County pursuant to the Ordinance and transferred to the Fire District shall be maintained by the Fire District and deposited to the accounts in the Capital Projects Fund; and
- 3.3 **Interest Bearing Capital Projects Fund Accounts:** The Fire District shall establish Capital Projects Fund accounts as the *Canyon County/Nampa Fire Protection District Development Impact Fee Capital Projects Fund* accounts (the "Capital Projects Fund Account(s)") as interest-bearing Accounts; and
- 3.4 **Capital Projects Fund Accounts Accounting:** The Fire 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 County, 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 #, or the County Assessor parcel number (i.e. 24/11/1- Smith – \_\_\_\_\_ View Subdivision No. 1, Lot \_\_, Block \_\_ or County Assessor's Parcel No. \_\_\_\_\_); and
- 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); and
- 3.4.3 All Impact Fees in all Capital Projects Fund Accounts shall be maintained in interest-bearing accounts. The interest earned on each account, pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127 and as amended and shall be considered funds of each account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated; and
- 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; and

- 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, account for all Impact Fees monies received, 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 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 Fire District shall perform and prepare 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 under the System Improvements category of public facility and the Service Area. A copy of this audit shall be provided to the County; and
- 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 County Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

#### **SECTION 4 ADVISORY COMMITTEE ADMINISTRATION AND STAFFING**

- 4.1 **Canyon County/Nampa Fire Protection District Development Impact Fee Advisory Standing Committee; Name and Membership; Officers.** There is herein established the *Canyon County/Nampa Fire Protection District Development Impact Fee Advisory Committee* as provided in this Section.
- 4.1.1 **Advisory Committee Membership.** Members shall be appointed, in accordance with the requirements of Idaho Code Section 67-8205, by the Fire District Board with notice of appointment to the Canyon County Board of Commissioners.
- 4.1.2 **Charge.** The Advisory Committee shall serve as an advisory committee to the Canyon County Commissioners and to the Fire District Board, and is charged with the following responsibilities:
- 4.1.2.1 Assist the County and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;
- 4.1.2.2 File with the Fire District Administrator and the Canyon County Commissioners, 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;
- 4.1.2.3 Advise the Canyon County Commissioners and the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

4.1.2.4 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.

4.1.3 **Advisory Committee Organization.** The Fire District Administrator shall staff the Advisory Committee in order to provide needed information for the Committee's review and to provide for its compliance with Idaho Open Meetings Law (Chapter 2, Title 74 Idaho Code).

4.1.3.1 The Advisory Committee shall select officers, which include a Chairman, Vice Chairman, and a Secretary of the Committee.

4.1.3.2 The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

4.1.3.3 The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

4.1.3.4 The Committee shall establish a regular meeting schedule.

4.1.3.5 The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the Canyon County Commissioners and Fire District's Board of Commissioners.

4.1.3.6 Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

4.1.3.7 A majority vote of those present at any meeting is sufficient to carry motions.

4.1.4 **Reporting.** The Advisory Committee reports directly to the Canyon County Commissioners and to the Fire District Board.

4.1.5 **Canyon County Commissioners and Fire District Board of Commissioners Review of Committee's Reports and Recommendations.** The County Commissioners and Fire District Board shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Advisory Committee's recommendations and the Canyon County Commissioners' and Fire District Board's actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of the System Improvement Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

4.1.6 **Annual Report.** As part of its annual audit process Fire District shall prepare an annual report for the Canyon County Commissioners and Fire District Board describing:



4.1.6.1 The amount of all development impact fees collected, appropriated, and spent during the preceding year by category of public facility and Service Area; and

4.1.6.2 The percentage of tax and revenues other than impact fees collected, appropriated, or spent for system improvements during the preceding year by category of public facility and Service Area.

## **SECTION 5 DELIVERY OF FIRE IMPACT FEES TO THE FIRE DISTRICT**

5.1 **Remittance of Fees to Fire District.** Fire District Impact Fees collected by the County shall be delivered to the Fire District on a monthly basis.

5.2 **Administrative Fee.** The Fire District agrees to pay the County a reasonable administrative fee as negotiated between the Parties per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by County staff. The Fire District agrees to pay the total monthly administrative fee owed the County within thirty (30) days after receipt of County's invoice.

5.3 **Manner of Financing.** All financing of the cooperative undertaking established pursuant to this Agreement shall be the responsibility of Fire District as provided in Section 7.4.

## **SECTION 6 SERVICE AREA**

6.1 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.

6.2 The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within unincorporated Canyon County located within the boundaries of the Fire District.

## **SECTION 7 COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT**

The Fire District shall at all times:

7.1 Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and

7.2 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; and

7.3 Establish and maintain the Capital Projects Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and

7.4 Pay the following costs:

- 7.4.1 Proportional costs associated with the Advisory Committee's review of the Fire District Capital Improvement Plan; and
  - 7.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District; and
  - 7.4.3 Costs of drafting this Agreement and any amendment or termination of the same as may be requested by the Fire District; and
  - 7.4.4 Costs associated with the Fire District's performance of this Agreement; and
  - 7.4.5 Cost associated with an appeal of a claim of exemption; and
  - 7.4.6 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.
- 7.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

## **SECTION 8 COVENANTS OF PERFORMANCE SPECIFIC TO THE COUNTY**

The County shall:

- 8.1 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
- 8.2 Maintain and staff the position of the County Clerk to manage and perform the duties and responsibilities of the County as set forth in the Ordinance; and
- 8.3 Abide by the terms and conditions required of the County 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
- 8.4 Remit all Fire District Impact Fees collected by the County to the Fire District for deposit in the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and
- 8.5 Be solely responsible for the County's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

## **SECTION 9 ADMINISTRATIVE STAFFING**

- 9.1 The administration and performance by the County of the Ordinance shall be under the direction of the County Clerk; and
- 9.2 The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

## **SECTION 10 INDEMNIFICATION**

- 10.1** To the extent permitted by law, Fire District shall defend, indemnify, and hold County, 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 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.
- 10.2** To the extent permitted by law, County 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 the County, 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, County itself could be liable under state and federal statutes, regulations, common law, and other law. County's indemnification and defense of Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which County would be entitled if the claims were asserted against County.

## **SECTION 11 TERM/TERMINATION/AMENDMENT**

- 11.1 Term.** This Agreement shall continue in force and effect perpetually from its execution date.
- 11.2 Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party. Upon termination, County 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 NOTICE AND DELIVERY OF DOCUMENTS**

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

13.1.1 By mail:  
Canyon County  
Attn: County Clerk 1115  
Albany St.  
Caldwell, Idaho 83605

13.1.2 By scanning, attaching and e-mailing to: [CanyonCountyClerk@canyoncounty.id.gov](mailto:CanyonCountyClerk@canyoncounty.id.gov)

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

13.2.1 By mail:  
Nampa Fire Protection District  
Attn: Fire District Administrator  
9 12<sup>th</sup> Ave. South  
Nampa, Idaho 83651

13.2.2 By scanning, attaching, and e-mailing to: [admin@nampafire.org](mailto:admin@nampafire.org)

13.3 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 J*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

## SECTION 14 GENERAL PROVISIONS

14.1 **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.

14.2 **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.

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

14.4 **Choice of Law.** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

14.5 **Assignment.** No Party may assign this Agreement or any interest therein.

14.6 **First Amended Intergovernmental Agreement Superseded:** This Agreement supersedes, amends and reforms the First Amended Intergovernmental Agreement.

## **SECTION 15 CONSENT OF CONSENTING PARTY**

- 15.1 Consent.** The Parties and the Consenting Party were parties to the First Amended Intergovernmental Agreement. The Parties and the Consenting Party do hereby consent that the Consenting Party is not a Party to this Agreement and the Consenting Party is released from and shall have no further duties and obligations under this Agreement and the First Amended Intergovernmental Agreement and any amendments thereto.

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

**SIGNATURE LINES OMITTED FOR PURPOSES OF THIS EXHIBIT**

**CONSENTING PARTY**

The Mayor and Council of the City of Nampa does hereby consent to this Agreement and acknowledge and consent that the City of Nampa is not a Party to this Agreement, and that this Agreement amends, reforms, supersedes and replaces the First Amended Intergovernmental Agreement and any amendments thereto to which the City of Nampa was a party.

**SIGNATURE LINES OMITTED FOR PURPOSES OF THIS EXHIBIT**

**APPENDIX 1**  
**Notice of Contact Information Change**

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE IS HEREBY GIVEN**, pursuant to Section 13.3 of the this *Second Amended and Reformed Canyon County and Nampa Fire Protection District Intergovernmental 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: \_\_\_\_\_

**NAMPA FIRE PROTECTION DISTRICT  
CANYON COUNTY, STATE OF IDAHO**

**Certification of Resolution No. 2024-13**

STATE OF IDAHO     )  
                              : ss.

County of Canyon     )

I certify that this is a true and correct copy of Resolution No. 2024 -13, an original record of the Nampa Fire Protection District, in the possession of Frank Wolfkiel, District Secretary of the Nampa Fire Protection District.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires:\_\_\_\_\_

[seal]