

**NORTH ADA COUNTY FIRE AND RESCUE DISTRICT  
ADA COUNTY, STATE OF IDAHO**

**RESOLUTION No. 51**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTH ADA COUNTY FIRE AND RESCUE DISTRICT:**

- **Making Certain Findings; and**
- **Approving and Authorizing the Chairman and Secretary to execute on behalf of the Board of Commissioners that certain Agreement with the City of Garden City entitled the “*Garden City/NACFR Fee Collection Services Interagency Agreement*”; and**
- **Directing the District Secretary; and**
- **Setting an Effective Date.**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the North Ada County Fire and Rescue District:

**Section 1: Findings**

It is hereby found by the Board of Commissioners that:

- 1.1** As provided in Idaho Code § 31-1417, the Board of Commissioners has the discretionary authority to manage and conduct the business and affairs of this District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.2** The District has negotiated an interagency contract entitled “Garden City/NACFR Fee Collection Services Interagency Agreement” a true and correct copy of which is attached marked “Exhibit 1” (the “Agreement”) for the collection of Fire District fees by the City of Garden City including the review and notification of the District and the collection Fire District Fees paid by applicants for all applications requiring the services of the City’s development services department; and
- 1.3** Section 2 “Recitals” of the Agreement sets forth the authority, intentions, purposes, consideration and reasons of the City of Garden City and this Fire District for entering into the Agreement, and such Recitals are therefore by this reference incorporated herein as if set forth at length.

**Section 3: Action authorizing the Chairman and Secretary to execute the Garden City/NACFR Fee Collection Services Interagency Agreement**

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- 2.1 That the Chairman of the Board of Commissioners and the Secretary of this Fire District are hereby authorized, as the agents of this Fire District, to execute the Garden City/NACFR Fee Collection Services Interagency Agreement, a true and correct copy of which is attached hereto and marked **Exhibit 1** and by this reference incorporated herein, and thereby fully bind this Fire District to its terms and conditions upon the same being approved and executed by the City of Garden City.

**Section 3: Direction to District Secretary**

- 3.1 The District Secretary is hereby directed to retain this resolution in the official records of the District and to provide a certified copy of this resolution to the City Clerk of the City of Garden City, and provide a copy to the Fire District's attorney.

**Section 4: Effective Date**

- 5.1 This Resolution shall be in full force and effect on Sept 13, 2021.

**PASSED BY THE BOARD OF COMMISSIONERS** of the North Ada County Fire and Rescue District, Ada County, State of Idaho, this 13<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
Jeff Ramey, Chairman/Commissioner Subdistrict #1

ABSENT

\_\_\_\_\_  
Jeff Souza, Commissioner Subdistrict #2

  
\_\_\_\_\_  
Todd Bunderson, Commissioner Subdistrict #3

**ATTEST:**

  
\_\_\_\_\_  
Shelley Young, Secretary





## **EXHIBIT 1**

### **GARDEN CITY/NACFR FEE COLLECTION SERVICES INTERAGENCY AGREEMENT [An Interagency Contract]**

**PARTIES:**

<b>City of Garden City</b>	Service Provider Party	City Hall 6015 N. Glenwood Street Garden City, Idaho 83714
<b>North Ada County Fire &amp; Rescue District</b>	Service Recipient Party	5800 Glenwood Garden City, Idaho 83714

**THIS AGREEMENT** becomes effective upon the Effective Date and is entered by and between the City of Garden City an Idaho Municipal Corporation, herein the service provider Party and North Ada County Fire & Rescue District, organized and existing pursuant to Chapter 14 of Title 31 of the Idaho Code, herein the service recipient Party.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of the Agreement, the Parties agree as follows:

### **SECTION 1 DEFINITIONS**

For all purposes of this Agreement, the following words, terms and phases in bold herein this Section contained shall be defined and interpreted as herein provided unless the context of the term herein clearly requires otherwise:

- 1.1 Agreement:** Means and refers to this “Garden City/NACFR Fee Collection Services Interagency Agreement.”
- 1.2 City:** Means and refers to the City of Garden City, an Idaho municipal corporation and service provider party to this Agreement.
- 1.3 Contract Administrative Services:** Means and refers to the performance by the City of the fee collection services as provided in Section 3 of this Agreement.
- 1.4 Contract Services Term:** Means and refers to the term of this Agreement which is perpetual from the Effective Date until terminated by either party as provided in Section 5 of this Agreement.

- 1.5 Effective Date:** Means and refers to Sept 13, 2021 the effective date of this Agreement.
- 1.6 Fee Schedule:** Means and refers to the Fire District's fees which are the subject of this Agreement and which is attached marked "**Exhibit A**" and by this reference incorporated herein this definition.
- 1.6.1 Fee Schedule Amendment:** The Parties may, from time to time, amend this definition when the Fire District amends its Fire District Fees by the Parties executing an "Amended Exhibit A" which shall be dated and in substantially the same form as Exhibit A and appended to this Agreement.
- 1.7 Fire District:** Means and refers to North Ada County Fire & Rescue District, a fire protection district formed and existing pursuant to Chapter 14 of Title 31, Idaho Code and service recipient Party to this Agreement.
- 1.8 Fire District Fees:** Means and refers to the Fire District fees as set forth in the Fee Schedule.
- 1.9 Party/Parties:** Means and refers, depending upon the context of the term, to the City and/or the Fire District as the Parties to this Agreement.

## SECTION 2 RECITALS

### The Parties recite and declare:

- 2.1** The Parties each have the authority, pursuant to Idaho Code Section 63-1311, to impose and cause to be collected fees for the services provided by Parties; and
- 2.2** The Fire District has the duty and responsibility, pursuant to Idaho Code Section 34-1401, to enforce the 2000 International Fire Code and other rules that are adopted by the State Fire Marshal and in that regard has established certain plan review services fees and permits for its regulation of development and improvement of real property within the Fire District; and
- 2.3** The City has the authority and has adopted the International Building and Residential Codes and, in that regard, has established certain building permit services fees and permits for its regulation of development and improvement of real property within the City; which is administered by the City's development services department; and
- 2.4** The City lies within the boundaries of the Fire District; and
- 2.5** It is more efficient for the Parties and for the public, who are developing and improving real property within the City, to have the City collect the Fire District



Fees at the same time the City collects its building permit fees; and

- 2.6 The Parties have the power and authority to enter into interagency contracts with each other to perform any governmental service, activity or undertaking that they are authorized to do under law, which includes joint contracting for services so long as the contract sets forth fully the purposes, powers, rights, objectives and responsibilities of the Parties [I.C. § 67-2332] which is the intent and purpose of the Parties for entering into this Agreement; and
- 2.7 The Fire District is desirous of obtaining, from the City, Contract Administrative Services; and
- 2.8 The City has the ability and staff to collect the Fire District Fees and is willing and able to provide to the Fire District, Contract Administrative Services; and
- 2.9 The Parties have negotiated the terms and conditions of this Agreement and have determined it is necessary, desirable and to their mutual best interest and has sufficient consideration for each of them to enter into this Agreement.

### SECTION 3 CONTRACT ADMINISTRATIVE SERVICES

**3.1 Contract Administrative Services:** During the term of this Agreement, the City shall provide to the Fire District Contract Administrative Services as authorized in accordance with this Agreement.

**3.1.1 Review and Notification Services:** When an application requiring the services of the City's development services department is filed with the City, the City will review the application and determine whether any Fire District Fees are required to be paid by the applicant and will provide the applicant with the Fee Schedule and inform the applicant that the City is required to collect the Fire District Fees relevant to the application on behalf of the Fire District.

**3.1.2 Fire District Fees Collection Services:** The City will collect, from applicants, the Fire District Fees which will be separately charged and paid, from any City fees, and the City will provide separate receipts for City fees paid and Fire District Fees paid by applicants. These Fire District Fees collection services provided by the City do not include any fee the Fire District charges that is not on the Fee Schedule. The City will refer to the Fire District any applicant who is to be charged by the Fire District a fee that is not on the Fee Schedule.

**3.1.2.1 Fire District Fees Disputes:** In the event an applicant disputes the City's collection of the Fire District Fees, the applicant will be

referred to the Fire District to deal with the dispute, which action will not prevent the City from collecting City fees from the applicant nor from issuing City permits.

**3.1.3 Fire District Fees Remittance Services:** The City will remit to the Fire District's Secretary/Treasurer the Fire District Fees collected quarterly during each calendar year. The remittance will be made on the 10<sup>th</sup> day of the month following the end of preceding quarter. The remittance will include a list of the Fire District Fees collected, the date collected, the name of the applicant who paid and the amount withheld by City for the payment of its administrative fee.

#### **SECTION 4 CONTRACT SERVICES FEE AND ADMINISTRATIVE SERVICES COSTS**

- 4.1** The Fire District shall pay to the City an administrative fee for its Contract Administrative Services in the amount of five percent (5%) of the Fire District Fees collected, which amount shall be retained by the City prior to the City's remittance of the collected Fire District Fees to the Fire District.
- 4.2** The Fire District shall not seek to hold the City liable for any unintentional failure to collect a Fire District Fee, so long as the City was acting in good faith. A failure on the part of the City to collect a Fire District Fee shall not relieve an applicant from paying the Fire District Fee to the Fire District.

#### **SECTION 5 TERM**

- 5.1** The term of this Agreement shall commence on the Effective Date and shall continue calendar year to calendar year until terminated by either Party by ninety (90) days prior written notice to the other Party.

#### **SECTION 6 NOTICE**

- 6.1 Notices:** All notices given pursuant to this Agreement, or contemplated under this Agreement, shall be given by certified mail, return receipt requested, postage prepaid, addressed to the proper Party at the following addresses:

**6.1.1 City:**

City of Garden City  
Attn: Mayor  
6012 Glenwood St.  
Garden City, Idaho 83714



**6.1.2 Fire District:**

North Ada County Fire & Rescue District  
Attn: Secretary  
5800 Glenwood St.  
Garden City, Idaho 83714

**SECTION 7  
AMENDMENT PROVISIONS**

**7.1** Except for an amendment of the "Fee Schedule" as provided in Section 1.6.1 of this Agreement, this Agreement may only be amended in accordance with the following process:

**7.1.1** An amendment may be proposed by either Party.

**7.1.2** 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 underline of any new language of the proposed amendment.

**7.1.3** A proposed amendment shall contain:

- The Statement of Purpose, including a statement of how the Parties will be affected by the amendment;

**7.1.4** 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.

**7.1.5** An approved amended and reformed agreement shall be executed by each of the Parties.

**SECTION 8  
INDEMNIFICATION AND HOLD HARMLESS**

**8.1 Fire District Indemnification of City:** The providence of Contract Administrative Services by the City, pursuant to this Agreement, is limited to the collection Fire District Fees from applicants and the accounting and remittance of those collected Fire District Fees to the Fire District less the City's administrative fee.

**8.1.1** The Fire District will indemnify and defend, save and hold harm-less the City, its officers, agents, and employees and all of them, from and against all liability, loss, damage, costs, and expense which may accrue or be sustained by the City, its officers, agents, or employees as a result or consequent of any claims, suits, or actions made or brought by any third party against the City , its agents or employees, for the collection of Fire District Fees pursuant to this Agreement, except for any portion



of such claims, suits, or actions alleging that any City officers, agents, and/or employees were acting with malice or criminal intent or were engaged in reckless, willful and wanton conduct as defined by Idaho Code Section 6-904C.

## SECTION 9 GENERAL PROVISIONS / SAVINGS CLAUSE

- 9.1 No 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.
- 9.2 Severability:** Should any term or provision of this Agreement, or the application thereof to any Party, 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.
- 9.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original".
- 9.4 Captions:** The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 9.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the state of Idaho.
- 9.6 Assignments:** No Party may assign this Agreement, or any interest therein, without written consent of the other Party; and in the event of assignment, this Agreement shall inure to and be binding upon the Parties hereto as well as their successors, assigns, departments and/or agencies.

**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 13<sup>th</sup> day of September, 2021.

## EXHIBIT A

### NORTH ADA COUNTY FIRE & RESCUE FEE SCHEDULE [Current on the Effective Date]

Fee Type	Fee
Business Compliance	\$157.50
Manufactured Home Reduced Setback Request	\$100.00
Annexation	\$150.00
Conditional Use Permit	\$150.00
Design Review	\$150.00
Land Division (includes preliminary, final, combined preliminary and final)	\$250.00
Land Division (includes condominium, minor land division, lot line adjustment)	\$150.00
Planned Unit Development	\$300.00
Zoning/Rezone	\$150.00
Specific Area Plan	\$200.00
Variance	\$100.00

[SIGNATURE LINES OMITTED FOR PURPOSES OF THIS EXHIBIT]