

**TETON COUNTY AND TETON COUNTY FIRE PROTECTION DISTRICT
INTERGOVERNMENTAL AGREEMENT
FOR COLLECTION OF FIRE DISTRICT IMPACT FEES**

THIS AGREEMENT is between the Teton County, Idaho, a political subdivision of the State of Idaho (the “**County**”), and Teton County Fire Protection District, a political subdivision of the State of Idaho (the “**Fire District**”) and is effective as of the date of the last signature to this agreement.

SECTION 1 DEFINITIONS

For all purposes of this agreement, the following definitions apply:

- 1.1 **Act:** means the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code, as amended.
- 1.2 **Costs:** means any expense directly related to the performance of an obligation under this Agreement, including attorney fees, publication costs, expert and/or consultant fees.
- 1.3 **County:** is defined in the introductory clause.
- 1.4 **County Impact Fee Ordinance:** means Teton County Ordinance No. [], ^{2023-0522A} designated the “Teton County Development Impact Fee Ordinance”, as amended.
- 1.5 **County Impact Fees:** means Development Impact Fees imposed by the County Impact Fee Ordinance.
- 1.6 **Development Impact Fees:** has the meaning given to such term in I.C. § 67-8203 of the Act.
- 1.7 **Fire District:** is defined in the introductory clause.
- 1.8 **Fire District Capital Improvement Plan:** means the Impact Fee Study and Capital Improvement Plan, dated September 22, 2022, adopted by the Fire District pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.
- 1.9 **Fire District Capital Projects Fund:** means the Fire District’s capital projects fund established by the Board of Fire District Commissioners in compliance with Idaho Code § 67-8210(1).
- 1.10 **Fire District Impact Fee Ordinance:** means the Teton County Fire District Resolution 2023-05 as amended.
- 1.11 **Fire District Impact Fees:** means Development Impact Fees imposed by the Fire District Impact Fee Ordinance.
- 1.12 Capitalized terms not otherwise defined in this agreement shall have the meanings given

to such terms in I.C. § 67-8203 of the Act.

SECTION 2 RECITALS

- 2.1 Idaho Code § 67-8204A provides authority to the County and the Fire District to enter into an intergovernmental agreement for the purpose of collecting Development Impact Fees contemplated by the Act.
- 2.2 The Fire District has adopted the Fire District Capital Improvements Plan and approved the Fire District Impact Fee Ordinance.
- 2.3 The County has adopted the County Impact Fee Ordinance and will be collecting County Impact Fees in accordance with the County Impact Fee Ordinance.
- 2.4 The County has agreed to collect Fire District Impact Fees on behalf of Fire District where the Service Area defined in the Fire District Impact Fee Ordinance overlaps with the Service Area in the County Impact Fee Ordinance, subject to the terms of the agreement.

SECTION 3 IMPACT FEE COLLECTION SERVICES

- 3.1 For each building permit or other development approval for which the County collects County Impact Fees, the County shall collect the corresponding Fire District Impact Fees designated on Schedule 1 as may be set by Fire District ordinance.
- 3.2 The County shall remit the Fire District Impact Fees collected by the County to the Fire District Capital Improvements Fund on a monthly basis.
- 3.3 The County shall provide a separate accounting for each collected and transferred Fire District Impact Fee, designating the date the fee was collected, the name of the fee payer, and the building permit or application number.

SECTION 4 ADMINISTRATIVE FEE

- 4.1 In exchange for the services provided under this agreement, the Fire District shall pay to the County an administrative fee of fifty dollars (\$50.00) for each building permit or other development approval for which Fire District Impact Fees are collected.
- 4.2 The County shall invoice the Fire District for the administrative fee from time to time, but no less frequently than quarterly, and the Fire District shall pay the administrative fee within thirty (30) days of receipt of an invoice from the County.

SECTION 5 OBLIGATIONS OF THE FIRE DISTRICT

- 5.1 The Fire District shall remain solely responsible for administration and enforcement of the

Fire District Impact Fee Ordinance and the Fire District's responsibilities under the Act with respect to the imposition of the Development Impact Fees, including without limitation providing written certification of impact fees, individuals' proportionate share assessments, refunds, credits, handling appeals and updating the Fire District Capital Improvement Plan.

SECTION 6 INDEMNIFICATION

- 6.1 To the extent permitted by law, the Fire District shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with third-party claims related to the assessment, collection and/or expenditure of Development Impact Fees under the Fire District Impact Fee Ordinance. In the event of such claim, the Fire District shall defend such allegations and the 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 the Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.
- 6.2 Each party is responsible for the acts, omissions, or negligence (collectively, "acts") of its officers, agents, and employees. Each party assumes no liability for the acts of the other party or the other party's officers, agents or employees. Nothing in this agreement shall extend the liability or tort responsibility of any party beyond that required by law, including the Idaho Tort Claims Act, Idaho Code § 6-901, et seq, and Article 8, Sections 1 and 4 of the Idaho constitution.

SECTION 7 TERM, AMENDMENT, AND TERMINATION

- 7.1 **Term.** The initial term of this agreement shall terminate on September 30, 2023 and shall automatically renew on October 1, 2023 for successive one-year renewal terms, unless amended or terminated as provided below. Prior to any renewal term, the County and District may agree in writing to update the administrative fee in Section 4.1, but such shall be subject to appropriate public notice and input.
- 7.2 **Amendment.** An amendment may be proposed by either party or the result of an update of the County Impact Fee Ordinance or the Fire District Impact Fee Ordinance. No amendment to this agreement is effective unless it is in writing, identified as an amendment to the agreement and signed by the individuals having the same positions as the signatories to this agreement.
- 7.3 **Termination.** This agreement may be terminated by either party for convenience at any time upon sixty (60) days written notice. This agreement may be terminated upon shorter notice by mutual agreement of the parties in writing. This agreement shall automatically terminate upon repeal of the Fire District Impact Fee Ordinance.

SECTION 8 GENERAL PROVISIONS

8.1 Notice. All notices and other communications under this agreement must be in writing and delivered to the other party:

(a) To the County:

By mail or hand delivery addressed to:

Teton County Clerk
150 Courthouse Drive
Driggs, ID 83422

By e-mail to: clerk@co.teton.id.us

(b) To the Fire District:

By mail or hand delivery addressed to:

Teton County Fire Protection District
911 N Hwy 33
Driggs, ID 83422
Attn: Mike Maltaverne

By e-mail to: mmaltaverne@tetoncountyfire.com

(c) Each party shall promptly notify the other party of any change of address and/or contact information.

8.2 **No Third-Party Beneficiaries.** This agreement benefits solely the parties who sign this agreement. Nothing in this agreement, express or implied, confers on any third-party any legal or equitable right, benefit, or remedy under or by reason of this agreement.

8.3 **Severability.** Should any term or provision of this agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this agreement, and this agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

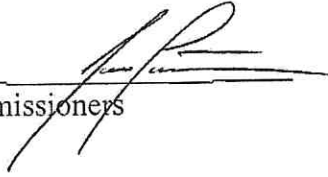
8.4 **Counterparts.** This agreement may be executed by the parties in one of more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.5 **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.

DATED AND SIGNED this 23rd day of May, 2023

TETON COUNTY FIRE PROTECTION DISTRICT

By: Jason Letham
Chair, Board of Commissioners



ATTEST:

By: Mariana O'Neill
Secretary



By: Fire District Resolution No. 2023-05

SCHEDULE 1

FIRE DISTRICT IMPACT FEES

- 8.6 **Choice of Law.** This agreement shall be governed and interpreted by the laws of the state of Idaho.
- 8.7 **Assignment.** No party may assign this agreement or any interest therein.
- 8.8 **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral between the parties.

[signature pages follow]

DATED AND SIGNED this 10th day of July, 2023.

TETON COUNTY

By: Cynthia J. Riegel
Chair, Board of County Commissioners

ATTEST:

By: [Signature]
Teton County Clerk

By: Board of Commissioner Resolution No. 2023-0522A