

**SECOND RESTATED AND AMENDED JOINT POWERS
AGREEMENT AND ARTICLES OF REFORMATION AND ORGANIZATION OF
THE COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO,
A NONPROFIT ASSOCIATION**

THIS AGREEMENT is entered into this 15th day of November, 1999, by and among the following public agencies: Ada County whose address is 650 Main Street, Boise ID 83702; Ada County Highway District whose address is 318 E. 37th St., Garden City, ID 83714; City of Boise whose address is 150 N. Capitol Blvd. Boise, ID 83702, City of Eagle whose address is 310 E. State, Eagle, ID 83616, City of Garden City whose address is 201 E. 50th, Garden City, ID 83714, City of Kuna whose address is 329 W. 3rd., Kuna, ID 83634, City of Meridian whose address is 33 E. Idaho, Meridian ID 83642, and City of Star whose address is Star, ID 83669.

1. TITLE OF AGREEMENT:

This Agreement shall be known and referred to as the "Second Restated And Amended Joint Powers Agreement and Articles of Reformation and Organization Of The Community Planning Association of Southwest Idaho, a Nonprofit Association."

2. DEFINITIONS:

For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 2.1 "Ada County", means and refers to Ada County, a party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho, whose address is 650 Main Street, Boise ID 83702.**
- 2.2 "Ada County Highway District" means and refers to the Ada County Highway District, a party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho, whose address is 318 E. 37th St., Garden City, ID 83714.**
- 2.3 "Association" means and refers to the Community Planning Association of Southwest Idaho, a Nonprofit Association formed pursuant to this agreement.**
- 2.4 "Board" means and refers to the Board of Directors of the Community Planning Association of Southwest Idaho, a Nonprofit Association.**

- 2.5 "Boise" means and refers to the City of Boise, a party to this Agreement, which is a municipal corporation and government subdivision, organized and existing pursuant to the laws of the State of Idaho, whose address is 150 N. Capitol Blvd. Boise, ID 83702.**
- 2.6 "COMPASS" means and refers to the Community Planning Association of Southwest Idaho, a Nonprofit Association formed pursuant to this agreement.**
- 2.7 "Countywide highway district" means and refers to a single countywide highway district organized pursuant to Chapter 14, Title 40, Idaho Code or any re-codifications and/or amendments of the same.**
- 2.8 "Eagle", means and refers to the City of Eagle, a party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho, whose address is 310 E. State, Eagle, ID 83616.**
- 2.9 "Equipment" means, refers to, and includes all that equipment described in Exhibit A, attached hereto, and by this reference incorporated herein as if set forth at length.**
- 2.10 "Executive Director" means and refers to the Executive Director of the Community Planning Association of Southwest Idaho, a Nonprofit Association.**
- 2.11 "Fiscal Year" means and refers to that certain twelve-month period of time within which budgets are calculated, expenditures are made, and tax and other revenues are collected, as established by state law for the parties, which at this time commences October 1st and ends on September 30th of the following calendar year.**
- 2.12 "Garden City" means and refers to the City of Garden City, a party to this Agreement, which is a municipal corporation and political subdivision, organized and existing pursuant to the laws of the State of Idaho, whose address is 201 E. 50th, Garden City, ID 83714.**
- 2.13 "General Member" means and refers to a General Member of the Community Planning Association of Southwest Idaho, a Nonprofit Association.**

- 2.14 "Initial Party" means and refers to the initial parties to this agreement being the Cities of Boise, Eagle, Garden City, Kuna, Meridian, and Star and the Ada County Highway District, and Ada County.
- 2.15 "Kuna" means and refers to the City of Kuna, a party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho whose address is 329 W. 3rd., Kuna, ID 83634.
- 2.16 "Meridian" means and refers to the City of Meridian, a party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho whose address is 33 E. Idaho, Meridian, ID 83642.
- 2.17 "Parties" means and refers to any party to this agreement and shall also mean and refer to subsequent parties as members of the Community Planning Association of Southwest Idaho, a Nonprofit Association that is formed by the provisions of this agreement.
- 2.18 "Planning Services" means and refers to coordination and planning activities such as the preparation, review and recommendation of plans, policies and programs which may include, but are not limited to air and water quality, economic development, emergency management, land use, mapping and geographic information systems, population and employment, public services, facilities and utilities, recreation, parks and open space; and transportation for any Public Agency which is entitled to those services as provided in this agreement.
- 2.19 "Public Agency" means any city or political subdivision of the state of Idaho, including, but not limited to cities, counties, school districts, highway districts; and instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the State of Idaho; and any city or political subdivision of any State within the United States of America.
- 2.20 "Real property" means and refers to certain parcels of real property no matter where located together with the improvements thereon.
- 2.21 "Special Purpose Member" means and refers to a Special Purpose Member of the Community Planning Association of Southwest Idaho, a Nonprofit Association.

- 2.22 "Subsequent Party" means and refers to any public agency that becomes a general member of COMPASS which is not an initial party.
- 2.23 "Star" means and refers to the City of Star, a party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho whose address is Star, Idaho 83669.

3. RECITALS:

3.1 Powers and Intentions of Parties

- 3.1.1 WHEREAS, there exists that certain Amended and Restated Articles of Agreement of the Ada Planning Association, to which the parties to this agreement are parties; and
- 3.1.2 WHEREAS it is the intent and purpose of the parties to continue and amend and restate the Amended and Restated Articles of Agreement of the Ada Planning Association to the provisions of this agreement which shall amend and supersede the provisions of the Amended and Restated Articles of Agreement of the Ada Planning Association; and
- 3.1.3 WHEREAS, it is the intent and purpose of the parties to reform and restate the legal organizational agreement governing the formation and operation and name of the Ada Planning Association to provide for its separate legal entity status as a nonprofit association in accordance with the provisions of Chapter 7 of Title 53 Idaho Code, and to rename it the Community Planning Association of Southwest Idaho, a Nonprofit Association; and
- 3.1.4 WHEREAS, it is the intent and purpose of the parties to exercise their powers and authority jointly in accordance with the provisions of Idaho Code " 67-2326 - 67-2330; and
- 3.1.5 WHEREAS, by the provisions of Chapter 65 of Title 67 Idaho Code, the parties have certain planning duties and responsibilities and authority, and it is recognized depending on the party and the authority provided to that party by the Idaho Legislature all are in need of Planning Services; and
- 3.1.6 WHEREAS, increasing interdependence among local governments

of southwest Idaho has made it advisable to coordinate certain local government planning functions throughout the region; and

- 3.1.7 **WHEREAS, the Parties wish to make the most efficient use of their powers by cooperating to their mutual advantage in coordinating local government planning functions; and**
- 3.1.8 **WHEREAS, there is a demonstrated need for a regional planning and cooperative organization in southwest Idaho to provide a forum for discussion and study of area problems of mutual interest and concern and to facilitate the development of policies, actions, and recommendations for the solution of such problems; and**
- 3.1.9 **WHEREAS, it is the desire of the Parties that constructive and workable policies and programs for meeting the common and individual problems and concerns of the various public agencies within southwest Idaho will be most effectively and expeditiously developed by regular meetings of cities, counties, school districts, highway districts and other political subdivisions, together with other agencies and entities concerned with particular problems, in a regional, voluntary and cooperative association dedicated to the study and solution of these problems; and**
- 3.1.10 **WHEREAS, it is the desire of the Parties to establish generalized policies and comprehensive regional plans, while concurrently providing that each member public agency retain the authority to adopt and implement the detailed plans within its own jurisdictional area in coordination with all of the members for the highest good of the citizens of the region; and**
- 3.1.11 **WHEREAS, public agencies in southwest Idaho have in common the responsibility for the general welfare of the public to study, discuss and recommend policies for the solution of area problems of direct concern to the performance of their constitutional and statutory powers and responsibilities, and have the right to jointly exercise these powers and responsibilities and expend public funds for these purposes.**

NOW THEREFORE, in consideration of the foregoing recitals, considerations and purposes, the parties covenant and agree as follows:

4. INCORPORATION OF RECITALS:

4.1 That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

5. DURATION:

5.1 Term: This Agreement is perpetual unless terminated or dissolved as herein provided.

6. ARTICLES OF REFORMATION AND ORGANIZATION OF A NONPROFIT ASSOCIATION:

The Ada Planning Association Amended and Restated Articles of Agreement are hereby further amended and reformed and organized as a separate legal entity as a nonprofit association under the provisions and authority of Chapter 7 of Title 53 Idaho Code¹ which is organized as follows:

6.1 The Parties, acting as the organizers of a nonprofit association under the Uniform Unincorporated Nonprofit Association Act, adopt the following Articles of Organization for such nonprofit association:

6.1.1 Name: The name of the nonprofit association is the Community Planning Association of Southwest Idaho, a Nonprofit Association.

6.1.2 Nonprofit Association: This Association is a nonprofit association organized and existing under the Uniform Unincorporated Nonprofit Association Act of the State of Idaho, presently codified at chapter 7 of Title 53 Idaho Code.

6.1.3 Purposes: The purposes for which this association exists are:

A. Purpose: To conduct and/or coordinate various planning services, activities and functions of and for the parties which may include the preparation, review and/or recommendation of plans, policies and programs related to planning and regulatory responsibilities for:

- 1. Air and water quality;**
- 2. Economic development;**

¹Note: for purposes of I.C. ' 53-701(1) these Articles shall also be considered rules or practices of organization.

- 3. Emergency management;**
- 4. Land use, mapping and geographic information systems;**
- 5. Population and employment;**
- 6. Public services, facilities and utilities;**
- 7. Recreation, parks and open space;**
- 8. Transportation; and**
- 9. Such other purposes and authority as are consistent with the conduct of planning services for members or in the pursuit and/or performance of cooperative agreements for regional planning as hereinafter provided.**

B. Authority to Enter Into Cooperative Agreements for Regional Planning:

- 1. The Association, upon authorization of the Board, may enter into agreements with counties, municipalities, and political subdivisions in southwest Idaho for the purpose of jointly exercising the powers of the Association set forth herein, so long as the purpose of the joint action will, in the judgment of the Board, further the purposes of this Joint Powers Agreement.**
- 2. The Association shall have the authority to manage or administer contracts with agencies of the federal government and other providers of funding when acting jointly with other government entities under this Section.**
- 3. The purpose of any cooperative agreement authorized under this Sub-section shall be to permit the Association to address problems of a regional nature in southwest Idaho, but which may transcend County boundaries, to facilitate joint planning on a regional level and to provide for the administration of contracts with the Federal government or other funding sources for regional planning.**

C. This association shall also be considered an unincorporated association as defined in Idaho Code ' 6-1601(6) and which association is organized and exists exclusively for nonprofit

purposes and for the purpose of bestowing benefits upon the community at large, and no part of the net income, if any, of this association shall be distributed to its members, directors or officers.

6.1.4 Initial Registered Office and Agent: The address of the registered office of this nonprofit association is 413 W. Idaho Street, Boise, Idaho 83702, and the name of the nonprofit association's initial registered agent at such address is Clair M. Bowman, Executive Director. The Board may redesignate the regular office and agent from time to time as it sees fit.

6.1.5 Dissolution Provisions: In the event this nonprofit association has been inactive for three (3) years or longer, the last General Members who were General Members in good standing during the last calendar year of activity shall for purposes of this section appoint members to the Board to complete dissolution of this Association in accordance with the following:

The Association shall continue its existence but may not carry on any activities except those appropriate to wind up and liquidate its affairs which includes:

- A. To preserve and protect association assets and to minimize its liabilities;
- B. To discharge or make provision for discharging association liabilities and obligations;
- C. To dispose of association properties that will not be distributed in kind;
- D. To return, transfer or convey assets held by the association upon a condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, in accordance with such condition;
- E. To transfer, subject to any contractual or legal requirements, association assets as provided in or authorized by this agreement and bylaws;
- F. If no provision has been made for distribution of assets on dissolution, it may transfer, subject to any contractual or legal requirement, association assets to the last General member/s who were in good standing during the last calendar year the association was active; and
- G. Doing every other act necessary to wind up and liquidate its assets and affairs.
- H. Dissolution of the association does not:

1. **Transfer title to the association=s property;**
2. **Subject the directors or officers to standards of conduct different from those prescribed in sections 30-3-80 and 30-3-85, Idaho Code;**
3. **Change quorum or voting requirements for its board or members; change provisions for selection, resignation or removal of its directors or officers or both; or change provisions for amending its bylaws;**
4. **Prevent commencement of a proceeding by or against the association in its association name;**
5. **Abate or suspend a proceeding pending by or against the association on the effective date of dissolution; or**
6. **Terminate the authority of the registered agent.**

6.1.6 Membership: The types and classes of membership of this Association shall be as follows:

- A. **Eligibility: Only public agencies as defined in I.C. ¶ 67-2327 or any re-codifications and/or amendments of the same shall be allowed to become members of the Association.**
- B. **Establishing Membership: In order to become a member a public agency shall submit an application to the Board of Directors which shall set forth its willingness to pay the assessment provided for that public agency and in the case of application for General membership that the public agency is willing to become a party to this agreement. A public agency then becomes a member by approval of the Board of Directors, and the payment of the initial assessment and, in the case of General Membership, upon that public agency entering into this agreement.**
- C. **Initial Members: The initial members of this nonprofit association are the parties to this agreement and include: Cities of Boise, Eagle, Garden City, Kuna, Meridian, and Star and the Ada County Highway District, and Ada County and all initial members are for all purposes of this Agreement General Members.**
- D. **General Members: Only public agencies that are either an incorporated city, a county, or a countywide highway district may be general members. There shall be various classes of General Member, which include:**

- 1. Class 1: General Members which are a county or General Members which are an incorporated city with a current population greater than 100,000 according to the most recent population estimate adopted by the Board.**
 - 2. Class 2: General Members that are an incorporated city with a current population greater than 25,000 and less than 100,000 according to the most recent population estimate adopted by the Board.**
 - 3. Class 3: General Members which are an incorporated city with a current population of 25,000 or fewer according to the most recent population estimate adopted by the Board.**
 - 4. Class 4: General Members that are a countywide highway district.**
- E. Special Purpose Members: Public agencies that do not qualify to be General Members may request to become Special Purpose Members. Special Purpose Members have all rights of membership except each such member shall only be entitled to one member on the Board of Directors.**
- F. Ex Officio Members: Public agencies that do not qualify to be General Members may become non-voting Ex Officio Members. Ex Officio Members shall have only those rights as authorized by the Board of Directors.**
- G. Membership Dues: Membership dues for General Members shall be set annually by the Board as a per capita fee applied to all General Members. Membership dues for Special Purpose Members and Ex Officio members shall annually be determined by the Board.**
- 1. For purposes of this section, population for cities and counties shall be one hundred percent (100%) of their most current population estimates as adopted by the Board.**
 - 2. For purposes of this section, population for countywide highway districts shall be sixty-five percent (65%) of their most current population estimates as adopted by the Board.**
- H. Termination of Membership: Any membership shall be terminated upon Notice of Withdrawal to the Board given on or before September 1st, effective October 1st of any calendar**

year and/or upon the failure of a member to pay assessment as authorized by the board in the adoption of the budget. Such event shall terminate the membership and shall be a withdrawal from this agreement in the case of a general member.

6.1.7 Board of Directors:

- A. The business of this nonprofit association shall be managed by a Board of Directors and the number of voting directors shall equal the number of director representatives there are for General and Special Purpose Members as herein provided for.**
- B. The Voting Directors are the only members with a right to vote on any and all questions submitted to the Board of Directors and shall be selected and elected by the following process:**
- C. General Members**
 - 1. Class 1 General Members shall each select 3 Voting Board Members.**
 - 2. Class 2 General Members shall each select 2 Voting Board Members.**
 - 3. Class 3 General Members shall each select 1 Voting Board member.**
 - 4. Class 4 General Members shall each select 3 Voting Board Members. Any commissioner not elected as a Voting Board Member is hereby granted non-voting Ex Officio Membership.**
 - 5. Voting Board Members shall be selected by the appointing General Member and any vacancy shall be filled by the appointing General Member in a timely manner. It is strongly preferred but not required that Board Members be an elected official of the General Member.**
- D. Special Purpose Members**
 - 1. Special Purpose Members shall each select one Voting Board Member.**
 - 2. Voting Board Members shall be selected by the appointing Special Purpose Member and any vacancy**

shall be filled by the appointing Special Purpose Member in a timely manner. It is preferred but not required that Special Purpose Member Board Members be an elected official of the Special Purpose Member.

E. Alternate Members

- 1. Each General Member and Special Purpose Member may also select one or more Alternate Board Member(s) to serve in the absence of an elected Board member.**
- 2. General Members and Special Purpose Members shall provide evidence of the appointment of their Board of Directors Member and Alternate Director(s) to the Executive Director who shall keep records of the Board of Directors election. Directors and Alternate Directors who are not elected officials are appointed subject to approval by the Board.**

F. Each voting or non-voting Member of the Board of Directors shall serve without compensation from the Association and at the pleasure of the appointing Member.

G. Organization of Board of Directors:

- 1. The Board of Directors shall have an annual meeting at the principal office of the Association on the third Monday of January in each year, beginning with the year 2000, or at such other time as the Board shall announce at least thirty (30) days in advance, for the purpose of electing officers and for the transaction of such other business as may come before the Board.**
- 2. Notice of the annual meeting shall be given to all Directors of the Board by mail and/or by phone and/or any other method reasonably calculated to give notice to the Board members, and fourteen (14) days in advance of the annual meeting.**

H. Officers of the Board of Directors:

- 1. The business of this nonprofit association as authorized**

by the Board of Directors shall be managed by Officers of the Board of Directors and the number of officers shall be four (4).

2. **Manner of Selection.** The Officers of the Board of Directors shall be selected and elected at the annual meeting of the Board and whose terms shall expire at the next annual meeting following their election and not until their respective successors are elected and qualified.
3. **Officers.** Officers may be appointed or elected to successive terms and the Officers elected shall be the following, to-wit: Chair, Chair-Elect, Vice-Chair and Secretary-Treasurer, who shall be voting members of the Board of Directors and who shall be elected by a majority vote of the Voting members of the Board of Directors. The duties and responsibilities of the Officers shall be those assigned to them by the Board of Directors.
 - I. **Quorum:** Any Board meeting duly called requires a majority of the Voting Board of Directors to reach a quorum to transact business.
 - J. **Committees:** The Board of Directors shall have authority to appoint committees of the Board and to establish special task forces, standing committees and steering committees composed of representatives as designated by the Board of Directors for consideration of general and specific problems assigned to it by the Board of Directors. Said representatives to task forces or committees shall be selected from the Board of Directors and other elected officials of the government entities of General and/or Special Purpose Members, the boards and commissions of the respective members, the staffs of the respective members, private groups and organizations with a particular interest in the problem, and residents of southwest Idaho. Each committee representative may be reimbursed for expenses incurred in the performance of duties for the task force or committee, in addition to such daily allowance as the Association may hereinafter provide.
 - K. **Open Meeting Law:** All Meetings of the Board of Directors

shall be governed under the provisions of what is known as the "Open Meeting Law" including any amendments and/or re-codification of said law which is presently codified at I.C. 67-2340 - 2345.

- L. Public Records:** All records of the Association shall be maintained and provided and subject to disclosure under the provisions of the Public Records Law including any amendments and/or re-codification of said law which is presently codified at I.C. 9-337 through 9-347.

6.1.8 Bylaws:

- A.** The power to make, alter, amend or repeal the bylaws of this association shall be vested in its voting Board members, and the bylaws may contain any provision for the regulation and management of the affairs of this association not inconsistent with this Agreement and the laws of the State of Idaho. Bylaws may be adopted and amended from time to time by two-thirds (2/3) vote of the Voting Members in attendance at a regularly scheduled meeting of the Board.
- B.** Bylaws shall include specific definition of required committees and task forces.

6.1.9 Initial Voting Board of Directors

The names and agency affiliations of the persons constituting the initial Board of Directors and who are to serve until their successors are elected and qualify, are:

NAME	AGENCY
<u>Glen Bentley</u>	<u>City of Meridian</u>
<u>Dave Bivens</u>	<u>Ada County Highway District</u>
<u>Brent Coles</u>	<u>City of Boise</u>
<u>Robert Corrie</u>	<u>City of Meridian</u>
<u>Ted Ellis</u>	<u>City of Garden City</u>
<u>Paula Forney</u>	<u>City of Boise</u>
<u>Anne Hausrath</u>	<u>City of Boise</u>
<u>Sherry Huber</u>	<u>Ada County Highway District</u>
<u>Grant Kingsford</u>	<u>Ada County</u>
<u>Jack Kirtley</u>	<u>City of Star</u>
<u>Marlyss Meyer-Routson</u>	<u>Ada County Highway District</u>
<u>Greg Nelson</u>	<u>City of Kuna</u>
<u>Roger Simmons</u>	<u>Ada County</u>
<u>Frank Walker</u>	<u>Ada County</u>
<u>Rick Yzaguirre</u>	<u>City of Eagle</u>

6.1.10 Initial Officers

The names and addresses of the persons constituting the initial officers and who are to serve until the first annual meeting of the Board of Directors held under the provision of this Agreement are:

TITLE	NAME
<u>Chairman:</u>	<u>Roger Simmons</u>
<u>Vice Chairman:</u>	<u>Sherry Huber</u>
<u>Secretary-Treasurer</u>	<u>Rick Yzaguirre</u>

6.1.11 Work Program and Budget

The Executive Director shall prepare annually a proposed Work Program and Budget for the ensuing fiscal year that shall be prepared and submitted to the Board of Directors for consideration on or before June 1 of the preceding fiscal year. The Board of Directors shall review the proposed Work Program and Budget and on or before the last regularly scheduled meeting of the Board in the preceding fiscal year shall approve and adopt a program of work

and budget for the next fiscal year, which budget shall set the assessment fee for all classes of General Members, for Special Purpose Members and Ex-officio Members. The basis upon which the assessment fee and/or contribution requirements of Members of all categories is determined shall be established and set forth in the Bylaws.

- 6.1.12 Executive Committee:** The Board of Directors may appoint an executive committee of not fewer than Four (4) Directors which shall consist at a minimum of the Chairman, Chair-Elect, Vice Chairman and the Secretary/Treasurer to serve at its pleasure, to act for it with respect to specifically delegated functions as established and set forth in the Bylaws.
- 6.1.13 Planning Services:** Each General or Special Purpose Member may request special services to be performed by the staff and/or any other employees or officers of the Association. Such services shall be provided pursuant to a specific contract executed between the particular member and the Association. Assessments shall be made upon those participating members that are directly benefited by the plan or project, according to said contract. The use of the employees of said participating member shall be taken into consideration when determining their respective share of said assessments.
- 6.1.14 Special Services or Projects:** As each special service or project is considered for study, the Association shall determine how the study shall be financed and recommend to the General and/or Special Purpose Members involved that they finance the study, either by supplying cash or contributed services; and if the members involved accept the recommendations, the study shall proceed under the proposed financing.
- 6.1.15 Executive Director:** The Board of Directors shall employ an Executive Director who shall be a non-voting Ex Officio Member of the Board and who shall be under the direction and control of the Board. The Executive Director serves at the pleasure of the Board and may be removed at any time by a two-thirds (2/3) majority vote of the Board. Said Executive Director is hereby empowered to employ staff as authorized in the approved Work Program and Budget and within the provisions of the Bylaws of the Association in accordance with the directives of the Board of Directors.
- 6.1.16 Existing Property Ownership:** The initial Board shall cause all titled

and/or recorded property whether real or personal that is an asset of "The Ada Planning Association" to be re-titled into the new name of "The Community Planning Association of Southwest Idaho, A Nonprofit Association" and all assets and liabilities of the same, including contract rights, and shall cause to be made and kept current a Statement of authority as to real property as is required by I.C. ' 53-705 or any re-codifications and/or amendments of the same.

- 6.1.17 Amendments:** The power to amend this Agreement is expressly conferred upon the Voting Board of Directors and requires a two thirds (2/3) vote of the entire Voting Board of Directors.
- 6.1.18 Real Property Powers:** The Association, upon authorization of the Board, may (i) acquire and transfer or dispose of real property or any interest therein, whether by purchase, lease, option, exchange, gift, grant, bequest, devise or otherwise, and (ii) mortgage, pledge, hypothecate or otherwise encumber or dispose of real property or any interest therein, all as subject to applicable constitutional and statutory limitations. Funds of the Association, whether from dues, fees, grants, donations or otherwise, upon authorization of the Board, may be collected, set aside and/or expended in the exercise of the foregoing powers.
- 6.1.19 Disposition upon Dissolution:** Notwithstanding anything in Section 6.1.5 or elsewhere in this Agreement to the contrary, upon dissolution of the Association, any real property interest held by the Association shall be (i) transferred, subject to any contractual or legal requirements, to the association, corporation or other entity that has been designated to replace the Association, if any, or, (ii) if there is no such designated replacement entity, disposed of in the manner approved by the majority vote of the entire Voting Board of Directors as such Board existed on the day immediately preceding the day of dissolution of the Association.

7. GENERAL PROVISIONS:

- 7.1. This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings or agreements between the parties on the subject of this Agreement, if any, whether oral or written; and**
- 7.2. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect; and**
- 7.3. This Agreement shall be governed and interpreted by the laws of the State of Idaho; and**
- 7.4. Captions appearing under the section number designations of this Agreement are for convenience only, and are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement.**

8. NOTICE:

- 8.1 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:**

- 8.1.1 Ada County
650 Main Street,
Boise ID 83702;**
- 8.1.2 Ada County Highway District
318 E. 37th St.,
Garden City, ID 83714;**
- 8.1.3 City of Boise
150 N. Capitol Blvd.
P.O. Box 500
Boise, ID 83701**
- 8.1.4 City of Eagle
310 E. State,
P.O. Box 477
Eagle, ID 83616**
- 8.1.5 City of Garden City
201 E. 50th,
Garden City, ID 83714**
- 8.1.6 City of Kuna
329 W. 3rd.,
P.O. Box 13
Kuna, ID 83634**
- 8.1.7 City of Meridian
33 E. Idaho,
Meridian ID 83642**
- 8.1.8 City of Star
P.O. Box 130,
Star, ID 83669.**

8.2 Any notice so given shall be deemed delivered, given served, or received on the date deposited in the United States mail or verified as received by Fax transmission. Any party may change the address or designee to who notices shall thereafter be given upon five (5) days prior written notice to the other party in the manner set forth in this section.

9. SUBSEQUENT PARTIES:

9.1 It is anticipated that there will be Public Agencies joining as General Members of this Association who will be required to sign as parties to this agreement as a joint exercise of their powers and there shall be prepared a separate signature sheet for each such party, the original of which shall upon approval of the Board of Directors for admission as General Member be appended to this Agreement.

10. WITHDRAWAL OF PARTY:

10.1 In the event a General Member ceases to be a member as provided for herein the same shall be considered a withdrawing party and shall have no more legal interests in and to this association, including any interest in its dissolution, unless otherwise provided for herein specifically, but in the event the withdrawing party has any separate legal contract with the association the same shall not be affected by withdrawal unless such agreement specifically so provides.

IN WITNESS WHEREOF, the parties have herein executed this Agreement and made it effective as hereinabove provided.

ADA COUNTY

**By: _____
Commissioner**

Dated: _____

**By: _____
Commissioner**

Dated: _____

**By: _____
Commissioner**

Dated: _____

ADA COUNTY HIGHWAY DISTRICT

By: _____
Commissioner

Dated: _____

By: _____
Commissioner

Dated: _____

By: _____
Commissioner

Dated: _____

CITY OF BOISE

By: _____
Mayor

Dated: _____

CITY OF EAGLE

By: _____
Mayor

Dated: _____

GARDEN CITY

By: _____
Mayor

Dated: _____

CITY OF KUNA

By: _____
Mayor

Dated: _____

CITY OF MERIDIAN

By: _____

Mayor

Dated: _____

CITY OF STAR

By: _____

Mayor

Dated: _____

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