

**EMERGENCY MANAGEMENT EXECUTIVE COUNCIL**

**March 7, 2016 – 2:30 PM**

**Ada County Courthouse**

**200 W. Front Street**

**3<sup>rd</sup> Floor, Commissioner's Meeting Room**

**\*\*AGENDA\*\***

**SPECIAL PRESENTATION (2:30)**

**Lower Reach - Boise River Inundation  
Mapping Project & Demo**

**Jon Petersen, USACE**

*Jon will give a broad overview of the Boise River inundation project, including a short demo of what the inundation maps look like on-line, a feature called storybook and a sample Google flyover. Jon is Hydraulic Engineer with the US Army Corps of Engineers.*

**I. AGENDA ADDITIONS / CHANGES (2:50)**

**II. OPEN DISCUSSION / ANNOUNCEMENTS (2:55)**

**III. ACTION ITEMS (3:00)**

**\* A. Approve December 14, 2015 Minutes**

**Jim Tibbs, Chair**

*December 14, 2015 Executive Council Minutes attached.*

**B. Elect Chairperson & Vice Chairperson**

**Council**

*The Emergency Management Executive Council Bylaws requires a Chairperson and Vice-Chairperson be elected annually by a majority vote of the council.*

**\* C. Consider ACCEM Bylaws Amendment**

**Doug Hardman**

*Request Executive Council consideration and input on the attached bylaws amendment. The amendment would simply clarify that both the Executive Council Chair and Vice Chair will be elected at the first regular meeting of the calendar year (Article III Officers, 3.1 Chairperson & Vice Chairperson). If acceptable, and directed by Executive Council motion, the amended bylaws will be placed as an action item on the June agenda. An amendment to the bylaws will require a unanimous vote of the Executive Council members.*

**\* D. Consider ACCEM Joint Powers Agreement Amendment**

**Doug Hardman**

*Request Executive Council consideration and input on the attached draft Joint Powers Agreement (JPA) amendment. The amendment would accomplish two things: Remove the requirement that a preliminary budget be submitted by May 1<sup>st</sup> of every year. A preliminary budget is typically presented at the June meeting (3.6 Budget); and correct ACHD's starting membership dues from \$8,900 to \$10,000 (4.1 membership Dues). If acceptable, and directed by Executive Council motion, the amended JPA will be distributed to each Executive Council member for formal adoption. The JPA may be amended only by a writing signed and duly authorized by resolution of each participating jurisdiction.*

**IV. Information / Discussion Items (3:45)**

**A. Preparing Communities for a Complex Coordinated Attack (CCA)**

**Joe Lombardo**

*Joe Lombardo will provide an update on a training and exercise opportunity that Ada County has been awarded by the Federal Emergency Management Agency/Department of Homeland Security. The community-specific Preparing Communities for a Complex Coordinated Attack (CCA) training initiative is designed to improve the ability of local jurisdictions to prepare for, protect against, and respond to complex coordinated attacks.*

**V. ADJOURNMENT (4:00)**

\* Attachment

**ACCEM EXECUTIVE COUNCIL MEETING  
ADA COUNTY COURTHOUSE  
200 WEST FRONT STREET  
3<sup>RD</sup> FLOOR, COMMISSIONERS MEETING ROOM**

**DECEMBER 14, 2015**

**\*\*SUMMARY MINUTES\*\***

**MEMBERS ATTENDING:** Jim Tibbs, Commissioner, Ada County, **Chair**  
Jim Reynolds, Mayor, City of Eagle, **Vice Chair**  
Dave Case, Commissioner, Ada County  
Joe Stear, Councilman, for Greg Nelson, Mayor, City of Kuna  
Paul Woods, Commissioner, Ada County Highway District  
John Evans, Mayor, City of Garden City  
TJ Thomson for Maryanne Jordan, Council Chair, City of Boise  
Keith Bird, Councilman, for Tammy de Weerd, Mayor, City of Meridian

**MEMBERS ABSENT:** Nathan Mitchell, Mayor, City of Star  
Dave Bieter, Mayor, City of Boise  
Tammy de Weerd, Mayor, City of Meridian

**OTHERS ATTENDING:** Doug Hardman, Ada County Emergency Management  
Joe Lombardo, Ada County Emergency Management  
Bob Batista, Expo Idaho  
Dotti Owens, Ada County Coroner  
Larry Maneely, BOCC Administration

**CALL TO ORDER**

Chair Tibbs called the meeting to order at 2:30 PM

**I. AGENDA ADDITIONS/CHANGES**

None

**II. OPEN DISCUSSION/ANNOUNCEMENTS**

None

### III. ACTION ITEMS

#### A. **Approve June 1, 2015 Minutes**

Commissioner Case moved to approve the June 1, 2015 Minutes of the Emergency Management Executive Council meeting. Councilman Stear seconded. Motion passed unanimously.

#### B. **Approve September 14, 2015 Minutes**

Commissioner Case moved to approve the June 1, 2015 Minutes of the Emergency Management Executive Council meeting. Councilman Stear seconded. Motion passed unanimously.

#### C. **2013-2014 Homeland Security Grant (HSGP) Expenditure Summary and 2015 LEPC Grant Requests**

Doug provided an overview of the 2013 and 2014 HSGP expenditures and approved projects for 2015 HSGP. In addition, two new Local Emergency Planning Committee (LEPC) grant-funded project requests were presented to the Executive Council for consideration and approval. They were:

1. Ada County Coroner requested \$65,000 to enhance access control and identity verification at their facility. Enhancements included a security gate for perimeter security, video surveillance of critical areas, and the installation proximity card access control. The Ada County Coroner's office would play a critical role in a mass casualty event.

##### **APPROVE CORONER GRANT REQUEST**

Mayor Evans moved to approve Coroner request for grant funds. Councilman Stear seconded. Motion passed unanimously.

2. Expo Idaho requested \$50,000 to enhance security surveillance and interoperable communications. Enhancements included video surveillance cameras in large venue areas and a cache of digital hand held radios. Expo Idaho is home of the Western Idaho Fair and weekly large venue events attracting crowds in the thousands.

##### **APPROVE EXPO IDAHO GRANT REQUEST**

Mayor Reynolds moved to approve the Expo Idaho request for grant funds. Councilman Stear seconded. Motion passed unanimously.

### IV. INFORMATION / DISCUSSION ITEMS

#### A. **Preparing Communities for a Complex Coordinated Attack (CCA)**

Joe Lombardo provided details on a training and exercise opportunity that Ada County has been awarded by the Federal Emergency Management Agency/Department of Homeland Security. The community-specific Preparing Communities for a Complex Coordinated Attack (CCA) training initiative is designed to improve the ability of local jurisdictions to prepare for, protect against, and respond to complex coordinated attacks.

**V. ADJOURNMENT 3:30**

Commissioner Case moved to adjourn the meeting. Councilman Bird seconded.  
Motion passed unanimously.

**ADA CITY-COUNTY EMERGENCY MANAGEMENT  
EXECUTIVE COUNCIL (ACCEM)  
BYLAWS**

**BACKGROUND**

The Joint Powers Agreement (JPA) (Ada County Agreement No. 10878) provides that ACCEM may create Bylaws to establish procedures for its own operation. These Bylaws are made consistent with the authority granted by the JPA to ACCEM to create such procedures.

**ARTICLE I**

**MEETINGS**

**1.1 Place of Meetings.** Regular and special meetings of ACCEM shall be held at a time and place which ACCEM may, by a simple majority vote, order or direct. All business which ACCEM is authorized and empowered to take up at such a meeting may be transacted without further or special notice.

**1.2 Regular Meetings.** Regular meetings of ACCEM shall be held at a minimum quarterly.

**1.3 Special Meetings.** Any two representatives may call special meetings of ACCEM at any time by serving notice upon the Chairperson of ACCEM.

**1.4 Notice of Meetings.** All regular and special meetings of ACCEM shall be called at least forty-eight (48) hours in advance of the proposed meeting except where such notice is waived by all representatives on ACCEM or in cases of emergency.

**1.5 Quorum.** A quorum shall consist of a majority of all voting representatives of ACCEM. A quorum must be present for any business to be conducted.

**1.6 Order of Business.** At all meetings of ACCEM, the following order of business shall be observed, so far as is consistent and convenient with the purposes of the meeting:

Call to order

Roll call

Agenda additions/changes

Open discussion/announcements

Action items

- Election of officers when appropriate

Information/discussion items

Executive Director's Report

Adjournment

## **ARTICLE II**

### **CREATION OF COMMITTEES**

**2.1 Subcommittees.** ACCEM may establish such committees as may be necessary to fulfill its mission. The work product of these committees shall be submitted in written recommendation format for official consideration by ACCEM.

**2.2 LEPC.** There is hereby established a Local Emergency Planning Committee ("LEPC") - required pursuant to Public Law 99-499, SARA Title III, Emergency Planning and Community Right to Know Act ("EPCRA"). LEPC members include Law Enforcement, Fire, EMS, Public Health, Emergency Management, Public Works, Media, Transportation, Environmental Professionals, Community/Citizen Groups, Business and Industry and other community partners as required by federal law. The LEPC provides non-binding advice and recommendations to ACCEM on matters related to emergency management or other recommendations as requested by ACCEM; and they provide a continuing forum through which all levels of government, business and industry, and the general public can develop strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural, technical and other catastrophic events. In addition to enabling Ada County compliance with the EPCRA, the LEPC will provide the baseline analysis necessary for the County and its preparedness partners to complete a risk assessment describing the community's greatest threats and hazards, including projections of consequences or impacts, and an emergency response plan. This analysis, the Threat and Hazard Identification and Risk Assessment (THIRA), process requires broad community participation to share information, account for population-specific factors, and understand the initial and cascading effects of a threat or hazard. Analysis of the THIRA results will guide future preparedness and core capability building efforts across all mission areas.

**2.3 TAG.** There is hereby created a Technical Advisory Group ("TAG"). The TAG shall be comprised of such emergency response practitioners from local agencies and departments as may be established in the bylaws of the TAG adopted by the Council. After a review of the baseline THIRA not less than annually, the TAG shall provide non-binding advice and recommendations to ACCEM on the local government first responders' core capabilities, or lack thereof, and the ability of local government first responders to address the threats, hazards, and impacts of emergencies identified in the THIRA as adopted by ACCEM, or other recommendations as requested by ACCEM.

**ARTICLE III**  
**OFFICERS**

~~3.1~~ The Chairperson and Vice Chairperson of ACCEM shall be chosen by a majority vote of the Member representatives of the Council, and such officers shall retain their voting privileges while holding office. The election of officers shall be held on the first meeting of the calendar year, and the officers then elected shall hold office until the next regular election as provided for herein.~~Chairperson. The Chairperson shall be elected annually. The Chairperson shall assume office and the attendant duties immediately after being elected.~~

~~3.23.1~~ Vice Chair. ~~The Vice Chair of ACCEM shall be elected annually by ACCEM at the October meeting and serve a one (1) year term with the reelection of the Vice Chair position to occur on an annual basis to take place on October 1st of each year. The Chairperson and Vice Chair shall assume office and the attendant duties immediately after election being elected.~~

~~3.33.2~~ Secretary. The Secretary shall be the Director of Ada County Department of Emergency Management (“ACDEM”), or his or her designee.

~~3.43.3~~ Duties. Duties of the ACCEM officers shall be as follows:

A. Chair

1. Preside at all meetings of ACCEM.
2. Act as liaison with the Board of Ada County Commissioners and the members of ACCEM.
3. Make committee and subcommittee appointments as required.

B. Vice Chair

1. Assume the duties of Chair during his/her absence, disability, or disqualification.

C. Secretary

1. Keep the minutes of all meetings of ACCEM.
2. Post all legal notices required by the Idaho Code or the bylaws.
3. Prepare the agenda for all meetings of ACCEM.
4. Act as the custodian of ACCEM records.
5. Inform ACCEM members of correspondence relating to the business of ACCEM and attend to such correspondence.
6. Ensure that all meetings are recorded and that the recordings of such meeting and minutes are retained for a minimum of five (5) years.
7. Ensure that the minutes of meetings are distributed to each ACCEM member in advance of the next meeting.
8. Such other duties as may be prescribed by ACCEM.

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**ARTICLE IV**

**VOTING**

4.1 Each regular representative on ACCEM in attendance at a duly called ACCEM meeting shall be entitled to one vote. Unless otherwise specifically indicated by the joint powers agreement, all matters before ACCEM shall be disposed of by simple majority vote of all representatives of ACCEM present at such meeting, provided that a quorum has been established and is present at the time of the vote.

**ARTICLE V**

**RULES OF ORDER**

5.1 ACCEM shall operate under the precepts of Roberts Rules of Order to the extent such rules are not in conflict with these procedures.

**ARTICLE VI**

**AMENDMENTS**

6.1 ACCEM, by a unanimous vote of its members, may make, alter, amend, or rescind these Bylaws at any regular meeting, after thirty (30) days advance written notice.

**ADOPTED** by ACCEM at the regular meeting of its members this 13<sup>th</sup> day of ~~September~~ June, ~~2014~~ 2016.

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**MEMBERS OF ACCEM**

Comment [DH1]: No need for signatures. The JPA states the council can create bylaws. And all the council has individually approved the JPA.

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AGREEMENT NO. 10878

**AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT**

**THIS JOINT POWERS AGREEMENT** is effective the 1<sup>st</sup> day of October, 2014, by and between Ada County, a body politic and corporate whose address is 200 W. Front St., Boise, Idaho 83702 (“Ada County”); Ada County Highway District, a single county-wide highway district created pursuant to Idaho Code § 40-1401 et seq., whose address is 3775 Adams St., Garden City, Idaho 83714 (“ACHD”); City of Boise, a municipal corporation whose address is 150 N. Capitol Blvd., Boise, Idaho 83702 (“Boise”); City of Eagle, a municipal corporation whose address is 660 E. Civic Ln., Eagle, Idaho 83616 (“Eagle”); City of Garden City, a municipal corporation whose address is 6015 Glenwood, Garden City, Idaho 83714 (“Garden City”); City of Kuna, a municipal corporation whose address is 763 W. Avalon, Kuna, Idaho 83634 (“Kuna”); City of Meridian, a municipal corporation whose address is 33 E. Broadway Ave., Meridian, Idaho 83642 (“Meridian”); and the City of Star, a municipal corporation whose address is 10769 W. State Street, Star, Idaho 83669 (“Star”) (collectively referred to herein as the “Participants”).

**RECITALS:**

- A. The Participants are authorized by Idaho Code § 46-1009 to create an intergovernmental agency responsible for disaster preparedness and coordination of response, and, for that purpose, pursuant to this Agreement, Ada County has established the Ada County Department of Emergency Management, which is a separate and independent department under the administration of Ada County.
- B. The Participants desire to build and sustain regional core emergency management capabilities by implementing strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural, technical and other catastrophic events.
- C. The Participants understand that emergency preparedness is not exclusive to any single level of government or organization, but is best served by the combined efforts of the whole community. As such, the Participants desire to partner with and obtain advice and input from each other on emergency management priorities, activities and funding, including, but not limited to resource allocations before, during and after disasters. The Participants also recognize the need for a forum for the technical aspects of expenditures to be researched, discussed, planned, and prioritized.
- D. It is the desire of the Participants to adopt this Joint Powers Agreement to create the Ada City-County Emergency Management Executive Council (“ACCEM”) to provide for emergency management programs and systems and to address areas of technology, research, planning and prioritization of projects involving the use of emergency management resources including, but not limited to federal grants.

- E. All Participants will retain control over those matters not related to ACCEM or this Agreement, which retained control, may include, but is not limited to: budgeting personnel decisions, equipment, offices, payroll, day-to-day operations and other related matters not impairing the operation or functioning of ACCEM.
- F. The Participants understand and agree, pursuant to Idaho Code § 46-1025, that federal and state grants and funds awarded through the Idaho Department of Homeland Security are distributed directly to counties for the purpose of assisting counties in achieving the goals and objectives outlined in approved county grant proposals.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants covenant and agree as follows:

**1. Purpose.** The purpose of this Agreement is for the Participants to jointly identify, plan for, and assess hazards and risks affecting residents of all of Ada County, including all of the geographical areas governed by each of the Participants; to guide future preparedness efforts across all mission areas; and to set priorities for development of regional core emergency management capabilities.

**2. Ada City-County Emergency Management Executive Council.** There is hereby created ACCEM.

**2.1 Membership.** The members of ACCEM shall be comprised of one representative from each Participant. The representative shall be an elected official from each Participant, including the mayor of each incorporated city, the chairperson of the Ada County Board of Commissioners and the President of the ACHD Board of Commissioners. There shall be one additional representative each from Ada County and Boise City. The additional representative from Ada County shall be an Ada County Commissioner appointed by a resolution of the Ada County Board of County Commissioners. The additional representative from Boise City shall be a Boise City Councilperson appointed by a resolution of the Boise City Council. These two additional representatives shall serve at the pleasure of the body that appointed such representative. Each Participant's representative may designate in writing one alternate elected official to serve in his or her absence with the full authority to act on his or her behalf in all matters before ACCEM.

**2.2 Duties of ACCEM.** ACCEM shall perform all actions reasonably necessary to fulfill the responsibilities and obligations existing pursuant to Idaho Code § 46-1009. These duties shall include, but are not limited to:

2.2.1 Identifying and assessing hazards and risks affecting residents of Ada County to guide future preparedness efforts across all mission areas;

2.2.2 Facilitating interactions among the whole community to create and validate plans, policies and procedures governing emergency

management and identifying core capability needs through discussion and operations-based activities;

2.2.3 Facilitating sharing of specialized resources such as supplies, equipment, facilities, and personnel with any Participant, or their various public or private sector partners with emergency management missions, through maintaining resource inventories and sharing agreements and allowing use of grant purchased equipment in support of emergency management functions, consistent with existing and future mutual aid or resource sharing agreements;

2.2.4 Enhancing emergency management coordination and communication between government agencies, businesses and industry, and volunteer agencies for both preparedness efforts and operational activities;

2.2.5 Promoting disaster recovery through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of Ada County;

2.2.6 Coordinating and integrating all-hazards comprehensive county-wide emergency management activities through planning, training, equipping, exercising, and evaluating capabilities;

2.2.7 Providing qualified individuals from within their jurisdictions to serve as members of ACCEM committees;

2.2.8 Supporting inter-governmental plans that address roles and responsibilities for all phases of emergency management, and after consultation with the TAG and LEPC, making a recommendation to Participants that such be adopted;

2.2.9 After consultation with the TAG and the LEPC, make determinations regarding spending priorities for county-wide emergency management;

2.2.10 Approving and submitting a budget to the Board for the Membership Dues submitted by Participants for deposit in the Emergency Management Fund.

**2.3 Bylaws.** ACCEM shall have the power and authority to make such bylaws as may be necessary to its operation.

**2.4 Committees.** ACCEM may create such committees as may be necessary to its operation; provided however, that there shall be created a Technical Advisory Group (“TAG”) and a Local Emergency Planning Committee (“LEPC”) with such bylaws provided therefore as may be necessary for their operation.

**2.5 Grant Funds.** The Participants understand and agree that grant funds for emergency management are provided to the County by the State of Idaho and that the Board has oversight over the expenditure of the grant funds. The Participants further understand and agree that county-wide emergency management requires cooperation and meaningful review by all Participants to ensure that the use and expenditure of grant funds are applied beneficially for all Participants. ACCEM, upon receipt and review of recommendations from the TAG and/or LEPC, shall make recommendations to the Board regarding the use and expenditure of all grant funds received by the County from the Idaho Bureau of Homeland Security for emergency management. The Board shall follow the recommendations of ACCEM to the maximum extent possible and shall report back to ACCEM those instances when the recommendations are not followed along with a statement as to the reasons therefore. All Participants shall sign such sub-grant agreements and liability waivers as are reasonably requested by Ada County for the purposes of receiving grants funds. To the extent available, Participants may continue to apply for grants for which they qualify on an individual basis.

**3. Ada County Department of Emergency Management (ACDEM).** ACDEM shall operate as a separate and independent Department under the administration of the Board. The primary mission of ACDEM shall be to coordinate and integrate an all-hazard, comprehensive, county-wide emergency management program on behalf of all Participants to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk to the citizens and residents of Ada County.

**3.1 Director of Emergency Management.** The Director of Emergency Management (the "Director") shall be employed by Ada County; provided, however, that the Board shall consult with ACCEM regarding all employment decisions the Board makes regarding the Director, including, but not limited to, hiring, termination, and discipline. Should the Director resign or be terminated, the Board shall appoint an interim Director to discharge all the duties and exercise all the powers of the Director until the selection of a permanent Director is made in consultation with ACCEM.

**3.2 Director's Duties.** The Director shall be an ex officio, non-voting member of ACCEM, shall attend all meetings of ACCEM, and shall perform such duties for ACCEM as may be established by this Agreement and the Bylaws and as otherwise assigned by ACCEM.

**3.3 ACDEM Employees.** Ada County shall employ such ACDEM staff members payable out of the Emergency Management Fund as approved in its annual ACDEM budget and shall be responsible for the payment of all staff wages, payroll taxes, fringe benefits and other costs. Upon request, Ada County may provide the services of ACDEM employees to other Participants for the purpose of developing regional core emergency management capabilities.

**3.4 Books and Records.** Ada County shall maintain in compliance with Idaho Code, books and records for the Emergency Management Fund which shall be available for inspection and review by ACCEM at any time during business hours.

**3.5 Fiscal Year.** The fiscal or business year of the Board, Council and ACDEM shall begin on the first day of October and end on the last day of September.

**3.6 Budget.** ~~By May 1 of each year, t~~The Director shall present a preliminary budget and proposed membership dues to ACCEM for consideration and for subsequent incorporation into each Participant's budgeting processes. A final budget will be presented to ACCEM for approval no later than the 1<sup>st</sup> day of August of each fiscal year. ACCEM shall submit a final recommended budget to the Board no later than August 15<sup>th</sup> of each fiscal year.

**4. Emergency Management Fund.** There shall be deposited into the Emergency Management Fund such property taxes, grants (as modified by section 4.2 below), Membership Dues, and such other funds as may be obtained by Ada County or donated to it for the purposes set forth in Idaho Code § 46-1009 and such expenses shall be allowed as may be appropriated in the annual budget for the Emergency Management Fund.

**4.1 Membership Dues.** Each Participant shall pay annual membership dues in accordance with the terms contained herein to contribute towards funding the ACDEM program ("Membership Dues"). Membership dues for Ada County and each respective city located within Ada County shall initially be equal to thirty-three cents (\$0.33) per resident. For purposes of calculating Membership Dues, the number of residents located within Ada County and each respective city shall be determined annually by ACCEM using the most current population estimates available to ACCEM. Membership dues payable by cities shall be determined by the number of residents in each city. Membership dues payable by Ada County shall include all of the residents inside the geographical borders of Ada County (including cities) plus the number of residents in unincorporated Ada County. Membership Dues payable by Ada County Highway District shall be ~~\$8,900.00~~10,000.00 per year. Membership Dues shall be due and payable to the Emergency Management Fund in equal installments on a quarterly basis. Membership Dues may be adjusted annually by ACCEM.

**4.2 Grants.** Consistent with Section 2.5, Ada County shall apply for grants to fund emergency management capabilities, personnel and operations. Such portions of grants received by Ada County which shall be awarded to fund the programs, personnel and operations of the ACDEM shall be deposited to the Emergency Management Fund.

**4.3 Expenses.** Consistent with the approved budget, the costs and expenses incurred by Ada County to house, employ staff, and operate the ACDEM program may be assessed against the Emergency Management Fund as any other business expense.

**5. Term of Agreement.** The Term of this Agreement shall be from \_October 1, 2014 to September 30, 2015. Each Participant may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this Agreement for additional annual Renewal Terms. Each annual renewal of this Agreement shall be deemed to be exercised by the Participant upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and

appropriating the amount of money required to make the payments payable for the next fiscal year by the Participant pursuant to this Agreement. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, the approving Participant shall deliver to the Chairman of the Board a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the Participant's governing board adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the Participant for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year.

**6. Withdrawal or Termination.** Any Participant may withdraw from this joint powers agreement at any time by resolution duly adopted by the Participant and upon written notice to ACCEM; provided, however, no party shall be entitled to a refund of its Membership Dues which have been paid. Upon such withdrawal, the withdrawing party shall no longer be entitled to be a member of ACCEM nor shall it be entitled to receive ACDEM's benefits or services. In addition, ACCEM, upon the affirmative vote of two-thirds (2/3) of its representatives, may terminate any party to this agreement for failure to pay its Membership Dues within thirty (30) days of written demand for such dues.

**7. Amendment.** This Agreement may be amended only by a writing signed and duly authorized by resolution of each Participant.

**8. Counterparts.** This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

**9. Recitals and Exhibits.** The recitals to this Agreement and any exhibit attached hereto are incorporated herein by this reference as if set forth in full herein.

**IN WITNESS WHEREOF**, this Agreement is executed effective as of the day and year first above written.

**ADA COUNTY**

By: \_\_\_\_\_  
Chairman

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

**ATTEST:**

\_\_\_\_\_  
Christopher D. Rich, Ada County Clerk

**ADA COUNTY HIGHWAY DISTRICT**

By: \_\_\_\_\_  
President

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

**ATTEST:**

\_\_\_\_\_

**CITY OF BOISE**

By: \_\_\_\_\_  
Mayor

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

**ATTEST:**

\_\_\_\_\_

**CITY OF EAGLE**

By: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

**CITY OF GARDEN CITY**

By: \_\_\_\_\_  
Mayor

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

**ATTEST:**

\_\_\_\_\_



**CITY OF KUNA**

By: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

**CITY OF MERIDIAN**

By: \_\_\_\_\_  
Mayor

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

**ATTEST:**

\_\_\_\_\_

**CITY OF STAR**

By: \_\_\_\_\_  
Mayor

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

**ATTEST:**

\_\_\_\_\_