Instrument # 2026-005956
Valley County, Cascade, Idaho
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Gabrielle Knapp Recorded for:
Ex-Officio Recorder Deputy

Valley County

RESOLUTION NO. ~~2026-~~ 2027-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE Valley County:

- **Repealing Resolution No.2026-04; and**
- **Approving and authorizing the execution of the Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001); and**
- **Authorizing execution and attestation of the Agreement; and**
- **Directing the appropriate Secretary/Clerk; and**
- **Providing an Effective Date.**

SECTION 1. Recitals

1.1 The Board of Commissioners has previously approved entering into a previous 8.13.2026 draft of the *Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)*" (the "Public Safety Impact Study Agreement") between the Fire District, Valley Countywide EMS District, Valley County, and DF Development, LLC; and

1.2 Subsequent to the Board approval of the prior 8.13.2026 draft Public Safety Impact Study Agreement was reviews and redlined by D F. Development, LLC which changes have been accepted by McCall Fire Protection District, Valley Countywide EMS District and Valley County Commissioners and are included in the 9.17.2026 draft of the Public Safety Impact Study Agreement which is herein submitted for approval by the Board of Commissioners; and

1.3 The Board of Commissioners of the Valley County finds that it is necessary to rescind its prior approval; and that it is in the best interests of the Fire District to enter into that certain Agreement draft dated 9.17.2026 entitled " *Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)*" (the "Public Safety Impact Study Agreement") between the Fire District, Valley Countywide EMS District, Valley County, and DF Development, LLC for the reasons stated in Sections 1.3 and 1.4 of the Public Impact Study Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

SECTION 2. ACTION - REPEAL OF RESOLUTION NO. 2026-04

2.1 That the County Commissioners prior approval of entering into the 8.13.2026 draft of the " *Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)*" is rescinded.

SECTION 3. ACTION - APPROVAL OF PUBLIC SAFETY IMPACT STUDY FUNDING AGREEMENT

3.1 The Board hereby approves entering into that certain "Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)" 9.17.2026 with a draft date of 9.17.2026 (the "Public Safety Impact Study Agreement"), by and among McCall Fire Protection District, Valley Countywide EMS District, Valley County, Idaho, and DF Development, LLC, in the form presented to and reviewed by the Board, a true and correct copy of which is attached hereto marked as Exhibit A and by this reference incorporated herein.

3.2 The Chairman of the Board is authorized to execute the Public Safety Impact Study Agreement on behalf of the County, and the County Clerk is authorized and directed to attest the execution. To the extent the signature page of the Agreement calls for the signatures of the other Commissioners, those Commissioners are likewise authorized to execute the County's designated original counterpart.

SECTION 4. DIRECTION TO CLERK

4.1 The County Clerk is directed to file this Resolution in the official records of the County, maintain a certified copy with the County's designated original counterpart of the Agreement, and provide a certified copy of this Resolution and a scanned copy of the executed counterpart to the other Parties or their Designated Representatives.

SECTION 5. EFFECTIVE DATE

5.1 This Resolution shall be in full force and effect upon its passage and approval.

PASSED BY THE BOARD OF COMMISSIONERS of the Valley County, this 26th **day of** October **, 2026.**

Katlin M Caldwell
Katlin Caldwell/ Commissioner Subdistrict No. 1

Sherry Maupin
Sherry Maupin/ Chairman/Commissioner Subdistrict No. 2

Neal Thompson
Neal Thompson/ Commissioner Subdistrict No. 3

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EXHIBIT A

Counterpart	4 of 4
Valley County	

PUBLIC SAFETY IMPACT STUDY FUNDING AGREEMENT

FOR THE

RED RIDGE VILLAGE PLANNED UNIT DEVELOPMENT (PUD 26-001)

PARTIES:

McCall Fire Protection District	*Fire District*	201 Deinhard Lane McCall, Idaho 83638
Valley Countywide EMS District	*EMS District*	P.O. Box 4001 McCall, Idaho 83638
Valley County, Idaho	*Sheriff*	P.O. Box 1350 Cascade, ID 83611
DF Development, LLC	*Developer*	6500 West Frwy, Suite 1020 Ft. Worth, Texas

THIS AGREEMENT becomes effective upon the Effective Date and is entered by and between the *McCall Fire Protection District*, organized and existing pursuant to Chapter 14 of Title 31 of the Idaho Code, whose address is 201 Deinhard Lane, McCall, Idaho 83638, and the *Valley Countywide EMS District*, an ambulance district formed and existing pursuant to Idaho Code Section 31-3911, whose address is P.O. Box 4001, McCall, Idaho 83638, and *Valley County, state of Idaho-by and through to Sheriff's Office*, aa Idaho County , whose address is P.O. Box 1350 Cascade, ID 83611, and *DF Development, LLC,* an Idaho limited liability company, whose address is 6500 West Frwy, Suite 1020 Ft. Worth, Texas.

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:

ARTICLE I

TITLE, PARTIES, RECITALS, FINDINGS, AND AGREEMENT

Section 1.1 - Title

1.1.1 This Agreement shall be known and may be cited as the *Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)* (the "Agreement").

Section 1.2 - Parties

1.2.1 This Agreement is entered into by and among the following Parties:

1. **McCall Fire Protection District**, an Idaho fire protection district organized and existing pursuant to Chapter 14, Title 31, Idaho Code (the "Fire District");

2. **Valley Countywide EMS District**, an Idaho emergency medical services district organized and existing pursuant to applicable Idaho law (the "EMS District");

3. **Valley County, Idaho**, acting solely through the Office of the Valley County Sheriff for the purposes described in this Agreement (the "Sheriff"); and

4. **DF Development, LLC**, an Idaho limited liability company (the "Developer").

1.2.2 The Fire District, the EMS District, and the Sheriff are collectively referred to in this Agreement as the "Participating Agencies."

1.2.3 The Participating Agencies and the Developer are collectively referred to as the "Parties."

Section 1.3 - Recitals

1.3.1 The Developer has submitted an application to Valley County for approval of the proposed Red Ridge Village Planned Unit Development (PUD 26-001), consisting of an approximately 2,250-acre mixed-use development southwest of McCall, Idaho, including approximately 722 residential dwelling units together with commercial, recreational, and related community facilities (the "Project").

1.3.2 The Project is located within the service boundaries of both the McCall Fire Protection District and the Valley Countywide EMS District and is located within an area served by the Valley County Sheriff's Office.

1.3.3 The Project is located within a Wildland–Urban Interface environment, is situated more than five (5) miles from the existing McCall Fire Protection District Station No. 1, and is anticipated to generate substantial additional demands for Public Safety services.

1.3.4 The Participating Agencies have concluded that the size, location, density, and anticipated build-out of the Project warrant preparation of an independent Public Safety Impact Study evaluating the Project's anticipated impacts upon Public Safety and identifying appropriate mitigation measures and funding alternatives.

1.3.5 The Parties desire that the Study be prepared by an independent professional Consultant possessing appropriate qualifications and expertise and that the Study be funded by the Developer without imposing unreimbursed financial obligations upon the Participating Agencies.

1.3.6 The Parties further desire that the Study provide objective, independent technical information to assist Governmental Decision-Making concerning the Project and future Public Safety planning.

Section 1.4 - Findings

1.4.1 The Parties Find:

1.4.1.1 The Parties reaffirm the purposes described in Section 1.3.6.

1.4.1.2 That major development projects should be evaluated using objective, professionally prepared technical information addressing the reasonably anticipated impacts of such development upon Public Safety services and facilities.

1.4.1.3 That, where reasonably appropriate, Public Safety needs associated with major development should be identified and evaluated during the governmental land use review process.

1.4.1.4 That Preparation of an independent Public Safety Impact Study promotes informed governmental decision-making identifies appropriate mitigation measures, and assists in evaluating lawful methods for financing Public Safety improvements.

1.4.1.5 That the Parties acknowledge that this Agreement is intended to establish a cooperative planning process and is not intended to constitute approval or denial of the Project, nor to predetermine the exercise of governmental discretion by Valley County or any Participating Agency.

Section 1.5 - Agreement

1.5.1 NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties enter into this Agreement and agree that the preparation, funding, administration, and use of the Public Safety Impact Study shall be governed by the terms of this Agreement.

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise.

2.1 **Agreement.** Agreement means this *Public Safety Impact Study and Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)*, together with all exhibits attached hereto, as the same may be amended from time to time in writing.

2.2 **Consultant.** Consultant means the independent professional consulting firm retained pursuant to this Agreement to prepare the Public Safety Impact Study.

2.3 **County.** County means Valley County, Idaho, acting through the Valley County Sheriff's Office and such other County departments, officers, or employees as may participate in the Study.

2.4 **Developer.** Developer means DF Development, LLC, an Idaho limited liability company, together with permitted successors and assigns.

2.5 **Party.** Party means any one of the entities executing this Agreement.

2.6 **Parties.** Parties means collectively the parties identified in Section 1.2 of this Agreement.

2.7 **Participating Agencies.** Participating Agencies means the public agency parties identified in Section 1.2.2.

2.8 **Project.** Project means the proposed Red Ridge Village Planned Unit Development (PUD 26-001), consisting of approximately 2,250 acres located southwest of McCall, Idaho, together with all proposed residential, commercial, recreational, utility, transportation, and related improvements proposed as part thereof, as the same may be amended during the governmental land use regulation process.

2.9 **Public Safety.** Public Safety means governmental services relating to fire protection, emergency medical services, ambulance transport, rescue operations, law enforcement, emergency management, wildfire response, emergency communications, and related emergency response functions.

2.10 **Public Safety Impact Study.** Public Safety Impact Study or ("Study") means the comprehensive professional analysis authorized by this Agreement evaluating the impacts of the Project upon Public Safety services, facilities, personnel, equipment, operational capacity, capital improvements, funding requirements, and mitigation measures.

2.11 **Public Safety Infrastructure.** Public Safety Infrastructure means fire stations, EMS stations, law enforcement facilities, emergency communications facilities, apparatus, ambulances, emergency vehicles, water supply improvements, emergency access improvements, equipment, technology, and other capital improvements necessary to provide Public Safety services. Public Safety Infrastructure includes both existing and future capital improvements identified by the Study.

2.12 **Steering Committee.** Steering Committee means the committee established pursuant to this Agreement to oversee administration of the Study and coordination among the Parties.

2.13 **Study Budget.** Study Budget means the estimated budget approved by the Parties for preparation of the Public Safety Impact Study, including Study Costs, Consultant fees, and reimbursable costs.

2.14 **Study Costs.** Study Costs means all reasonable costs incurred in preparing, administering, reviewing, and completing the Public Safety Impact Study, including Consultant compensation, reimbursable professional services, Participating Agency expenses, and other costs authorized by this Agreement.

2.15 **Study Deliverables.** Study Deliverables means all reports, memoranda, maps, data, models, calculations, presentations, electronic files, recommendations, and other work product produced by the Consultant pursuant to this Agreement.

2.16 **Wildland-Urban Interface or WUI.** Wildland-Urban Interface or WUI means those areas identified as Wildland-Urban Interface under the 2018 International Fire Code, as adopted by the Idaho State Fire Marshal, applicable State of Idaho regulations, locally adopted regulations, or generally accepted wildfire risk assessment methodologies.

2.17 **Work Plan.** Work Plan means the detailed scope of work, schedule, tasks, assumptions, methodologies, and deliverables approved by the Parties and incorporated into the Consultant's professional services agreement.

2.18 Governmental Decision-Making. "Governmental Decision-Making" means all legislative, administrative, quasi-judicial, permitting, land use, regulatory, and discretionary actions relating to the Project by Valley County or any other governmental agency having jurisdiction.

ARTICLE III

PURPOSE AND OBJECTIVES

3.1 **Purpose.** The purpose of this Agreement is to establish a cooperative process for retaining an independent Consultant to prepare the Public Safety Impact Study, to provide for funding of the Study by the Developer, and to establish procedures governing the administration, preparation, review, and use of the Study.

3.2 **Objectives.** The Parties acknowledge that the Study is intended to accomplish the following objectives.

3.2.1 To provide an objective, independent, and data-driven evaluation of the Project's anticipated impacts upon Public Safety services.

3.2.2 To identify the Public Safety Infrastructure reasonably necessary to serve the Project.

3.2.3 To evaluate the operational impacts of the Project upon the Participating Agencies.

3.2.4 To identify reasonable, practical, and proportionate measures capable of mitigating the Public Safety impacts associated with the Project.

3.2.5 To evaluate alternative methods for financing Public Safety Infrastructure and ongoing operational costs attributable to the Project.

3.2.6 To provide objective technical information to assist Governmental Decision-Making concerning the Project.

3.3 **Guiding Principles.** The Parties acknowledge and agree that administration of this Agreement and preparation of the Study shall be governed by the following principles.

3.3.1 The protection of life, property, and the public health, safety, and welfare shall be the paramount consideration.

3.3.2 The Study shall be objective, independent, professionally prepared, and based upon accepted planning, engineering, emergency services, public administration, and financial analysis principles.

3.3.3 The Consultant shall exercise in accordance with Article VI and shall not be directed by any Party regarding the Consultant's findings, opinions, analyses, or recommendations consistent with Article VI.

3.3.4 Existing levels of Public Safety service should not be materially degraded by development of the Project.

3.3.5 The Study should identify reasonable, practical, and proportionate mitigation measures supported by substantial evidence.

3.3.6 The Parties shall cooperate in good faith in providing information reasonably necessary for preparation of the Study while preserving the Consultant's independence under Article VI and governmental authority under Section 1.4.6.

ARTICLE IV

GENERAL ADMINISTRATION OF THE AGREEMENT

4.1 Administration.

4.1.1 This Agreement shall be administered cooperatively by the Parties in accordance with this Article.

4.1.2 The Parties shall cooperate in administering this Agreement through continuing communication and coordination consistent with the purposes of this Agreement.

4.1.3 Except as expressly provided herein, no Party shall have authority to bind another Party.

4.2 Steering Committee.

4.2.1 The Parties hereby establish a Steering Committee to coordinate administration of this Agreement and preparation of the Public Safety Impact Study.

4.2.2 The Steering Committee shall serve solely in an administrative and advisory capacity and shall possess only those powers expressly granted by this Agreement.

4.2.3 The governmental authority of each Participating Agency is preserved as provided in Section 1.4.6.

4.3 Membership.

4.3.1 Each Party shall designate one primary representative and may designate one alternate representative to serve on the Steering Committee.

4.3.2 Representatives may be replaced at any time by written notice to the remaining Parties.

4.3.3 The Consultant shall attend meetings of the Steering Committee as requested but shall not be a voting member.

4.4 Duties of the Steering Committee. The Steering Committee shall:

4.4.1 Coordinate administration of this Agreement.

4.4.2 Coordinate the selection, engagement, and administrative oversight of the Consultant.

4.4.3 Review the Study Budget and Consultant invoices.

4.4.4 Review progress of the Study.

4.4.5 Coordinate review of the Draft Study.

4.4.6 Recommend acceptance of the Final Study.

4.4.7 Perform such additional administrative duties as are reasonably necessary to implement this Agreement.

4.5 Fiscal Administrator.

4.5.1 The Parties shall designate one Participating Agency to serve as Fiscal Administrator.

4.5.2 The Fiscal Administrator shall:

1. Establish and maintain the Project Public Safety Study Fund;
2. Receive Developer deposits;
3. Pay approved Study Costs;
4. Maintain financial records;
5. Prepare periodic accountings; and
6. Perform other financial administrative duties reasonably necessary to administer this Agreement.

4.5.3 The Fiscal Administrator shall act solely in an administrative capacity and shall not incur financial obligations beyond monies available in the Fund unless expressly authorized in writing by all Parties.

4.6 Meetings.

4.6.1 The Steering Committee shall meet as necessary to administer this Agreement.

4.6.2 Meetings may be conducted in person or by electronic means as agreed by the Parties.

4.6.3 The Steering Committee may invite such persons as may reasonably assist administration of this Agreement.

4.7 Recommendations.

4.7.1 Whenever practical, the Steering Committee should act by consensus.

4.7.2 If consensus cannot be reached, differing recommendations may be transmitted to the Parties.

4.7.3 Nothing contained herein shall require any Party to accept a recommendation of the Steering Committee.

4.8 Preservation of Governmental Authority.

4.8.1 Governmental authority is preserved as provided in Section 1.4.6.

ARTICLE V

Public Safety Impact Study

5.1 Authorization of the Public Safety Impact Study.

5.1.1 The Parties hereby authorize the preparation of an independent Public Safety Impact Study concerning the Project. The Study shall be prepared by the Consultant selected pursuant to this Agreement and shall constitute an objective, professional, and data-driven evaluation of the anticipated impacts of the Project upon Public Safety services, facilities, personnel, apparatus, equipment, operational capacity, capital improvements, operational funding, and long-term service demands.

5.1.2 The Consultant shall perform the Study in accordance with this Agreement, the Professional Services Agreement, the approved Work Plan, and Exhibits A, B, C and E to this Agreement.

5.1.3 The Study shall be prepared for the benefit of the Parties and to assist Valley County, the Valley County Planning and Zoning Commission, and other governmental agencies involved in Governmental Decision-Making concerning the Project.

5.2 General Scope of the Study.

5.2.1 The Study shall evaluate the Public Safety impacts anticipated to result from the planning, construction, occupancy, operation, and ultimate build-out of the Project.

5.2.2 The Study shall include analyses of projected conditions, phased development, cumulative impacts, operational impacts, capital improvement needs, funding alternatives, mitigation measures, and future service demands.

5.2.3 The Consultant shall coordinate, where appropriate, with the Parties and their professional staff in obtaining available data necessary to prepare the Study.

5.3 Existing Conditions Analysis. The Consultant shall evaluate existing Public Safety conditions affecting the Project area, including, without limitation:

5.3.1 Existing fire protection facilities.

5.3.2 Existing ambulance transport and EMS facilities.

5.3.3 Existing law enforcement facilities.

5.3.4 Existing emergency communications systems.

5.3.5 Existing emergency response capabilities.

5.3.6 Existing response time performance.

5.3.7 Existing staffing levels.

5.3.8 Existing apparatus, vehicles, and specialized equipment.

5.3.9 Existing mutual aid and automatic aid relationships.

5.3.10 Existing service capacity.

5.3.11 Existing adopted capital improvement plans.

5.3.12 Existing development impact fee programs.

5.3.13 Existing operational funding sources and limitations.

5.4 **Project Characteristics.** The Consultant shall evaluate the characteristics of the Project relevant to Public Safety planning, including:

5.4.1 The number, type, density, and distribution of residential dwelling units.

5.4.2 Projected permanent and seasonal population.

5.4.3 Commercial, retail, recreational, and community facilities.

5.4.4 Public gathering areas.

5.4.5 Traffic circulation.

5.4.6 Primary and secondary emergency access.

5.4.7 Construction phasing.

5.4.8 Ultimate build-out assumptions.

5.4.9 Reasonably foreseeable future modifications to the Project.

5.5 **Fire Protection Analysis.** The Consultant shall evaluate the anticipated effects of the Project upon fire protection services, including:

5.5.1 Projected fire service demand.

5.5.2 Emergency response time objectives.

5.5.3 Travel time analysis.

5.5.4 Station location analysis.

5.5.5 Fire station service area analysis.

5.5.6 Apparatus requirements.

5.5.7 Career and volunteer staffing requirements.

5.5.8 Fire protection water supply requirements.

5.5.9 Fire apparatus access road requirements.

5.5.10 Emergency access redundancy.

5.5.11 Compliance with the 2018 International Fire Code, as adopted by the Idaho State Fire Marshal.

5.5.12 Consistency with applicable National Fire Protection Association standards, including NFPA 1710 and NFPA 1720 where applicable.

5.5.13 Effects upon existing fire protection levels of service.

5.6 Emergency Medical Services Analysis. The Consultant shall evaluate anticipated impacts upon ambulance transport and emergency medical services, including:

5.6.1 Projected EMS demand.

5.6.2 Ambulance deployment.

5.6.3 Transport demand.

5.6.4 Response time objectives.

5.6.5 Peak service demand.

5.6.6 Unit hour utilization.

5.6.7 Staffing requirements.

5.6.8 Vehicle requirements.

5.6.9 Medical equipment requirements.

5.6.10 Operational impacts upon existing EMS services.

5.7 Law Enforcement Analysis. The Consultant shall evaluate anticipated impacts upon law enforcement services, including:

5.7.1 Calls for service.

5.7.2 Patrol demand.

5.7.3 Response capabilities.

5.7.4 Personnel requirements.

5.7.5 Vehicle and equipment requirements.

5.7.6 Future facility needs.

5.7.7 Coordination with fire and EMS emergency operations.

5.8 Wildland-Urban Interface Analysis. Recognizing that the Project is located within the Wildland-Urban Interface, the Consultant shall evaluate wildfire-related risks and mitigation measures, including:

5.8.1 Wildfire hazard assessment.

5.8.2 Defensible space planning.

5.8.3 Subdivision design.

5.8.4 Emergency evacuation.

5.8.5 Emergency ingress and egress.

5.8.6 Fire protection water supply.

5.8.7 Fuel management.

5.8.8 Long-term wildfire mitigation.

5.8.9 Consistency with the approved Wildland-Urban Interface Fire Protection Plan and applicable provisions of the 2018 International Fire Code, as adopted by the Idaho State Fire Marshal.

5.9 Capital Facilities Analysis.

5.9.1 The Consultant shall identify the Public Safety Infrastructure reasonably necessary to provide adequate Public Safety services to the Project throughout each phase of development and at ultimate build-out.

5.9.2 The analysis shall include, as applicable:

1. Fire stations;
2. Multi-agency public safety stations;
3. Ambulance and EMS facilities;
4. Law enforcement facilities;
5. Emergency communications facilities;
6. Fire apparatus;
7. Ambulances;
8. Law enforcement vehicles;
9. Specialized rescue equipment;
10. Water supply improvements;
11. Emergency access improvements;
12. Communications and information technology systems; and
13. Other capital improvements reasonably necessary to maintain adequate Public Safety services.

5.9.3 Where appropriate, the Consultant shall evaluate whether construction of a multi-agency public safety facility would improve operational efficiency, reduce public costs, enhance emergency response, or provide long-term benefits to the Participating Agencies and the public.

5.10 Operational Impact Analysis.

5.10.1 The Consultant shall evaluate the operational impacts of the Project upon the Participating Agencies, including anticipated changes in:

1. Staffing;
2. Shift coverage;
3. Apparatus deployment;
4. Emergency response times;
5. Service demand;

6. Unit availability;
7. Training requirements;
8. Equipment maintenance;
9. Fleet replacement;
10. Communications;
11. Administrative support; and
12. Long-term operational sustainability.

5.10.2 The Consultant shall recognize that fire suppression, rescue, ambulance transport, and emergency medical services within the Project area are operationally integrated through the existing service relationship between the McCall Fire Protection District and the Valley Countywide EMS District.

5.10.3 The Consultant shall evaluate the integrated Fire and EMS delivery system and identify opportunities for shared staffing, facilities, and coordinated deployment that improve efficiency while maintaining adequate Public Safety service.

5.11 Fiscal Impact and Funding Analysis.

5.11.1 The Consultant shall evaluate the anticipated fiscal impacts of the Project upon the Participating Agencies and shall identify lawful methods of financing both Public Safety Infrastructure and the operational costs reasonably attributable to the Project.

5.11.2 The Consultant shall distinguish between:

1. Capital improvements that may lawfully be financed through development impact fees or other capital funding mechanisms; and
2. Operational costs that generally may not be financed through development impact fees, including staffing, employee benefits, training, equipment maintenance, fuel, utilities, communications, medical supplies, insurance, and other recurring operating expenses.

5.11.3 The Consultant shall identify and evaluate lawful funding alternatives, including, where appropriate:

1. Development impact fees;
2. Development agreements;
3. Community Infrastructure District financing;
4. Special assessments;
5. Capital contributions;
6. Land dedications;
7. Construction of Public Safety facilities;
8. Apparatus and equipment contributions;
9. Operational funding agreements;
10. Phased funding mechanisms;
11. Public-private partnerships; and
12. Other lawful financing mechanisms available under Idaho law.

5.11.4 The Consultant shall specifically evaluate whether the Project is anticipated to create operational funding obligations that are not recoverable through development impact fees and shall identify alternative methods by which those operational costs may be equitably addressed.

5.12 Future Growth Benefit and Cost Allocation Analysis.

5.12.1 The Consultant shall evaluate whether Public Safety Infrastructure, facilities, equipment, land dedications, staffing, or operational funding recommended in connection with the Project are reasonably anticipated to provide service capacity or operational benefits extending beyond the Project and benefiting future development located within the applicable service areas of the Participating Agencies.

5.12.2 If the Consultant determines that recommended Public Safety Infrastructure or mitigation measures will provide excess capacity or measurable benefits for future development, the Consultant shall identify the anticipated extent of such benefit and the approximate service area expected to receive such benefit.

5.12.3 The Consultant shall evaluate lawful alternatives by which future development benefiting from such Public Safety Infrastructure or operational capacity may equitably participate in the costs thereof. Such evaluation may include reimbursement agreements, proportionate cost-sharing arrangements, development impact fee credits where authorized by law, future capital cost recovery mechanisms, operational cost-sharing agreements, Community Infrastructure District financing, development agreements, special assessments, or other lawful funding mechanisms.

5.12.4 The Consultant shall distinguish between reimbursement or cost allocation for capital facilities and reimbursement or cost allocation for operational funding, recognizing that different legal authorities may apply to each.

5.12.5 Regional Public Safety Service Area Analysis. Where the Consultant recommends construction of a new Public Safety facility, the Consultant shall identify the anticipated Public Safety service area of such facility, estimate the extent to which future development within that service area is reasonably expected to benefit from the facility and its operational capabilities, evaluate the anticipated remaining service capacity following build-out of the Project, and identify whether future development may reasonably utilize such remaining capacity without requiring substantial additional Public Safety Infrastructure or operational resources.

5.12.6 Phased Public Safety Compliance Analysis. The Consultant shall evaluate the relationship between the anticipated phases of development of the Project and the timing of Public Safety Infrastructure, staffing, apparatus, operational funding, and other mitigation measures reasonably necessary to maintain adequate Public Safety services throughout each phase of development.

The Consultant shall, where reasonably practicable, identify the Public Safety improvements that should be in place before specified development milestones are reached, including, where appropriate:

1. Recordation of subdivision plats;
2. Issuance of building permits;
3. Occupancy thresholds;
4. Completion of specified phases of development;
5. Construction of commercial or multifamily components; and
6. Other significant development milestones affecting Public Safety service demands.

The Consultant shall identify the assumptions supporting such recommendations and shall recognize that the ultimate timing and implementation of mitigation measures remain subject to governmental land use regulation decision-making and other applicable law.

5.13 Public Safety Impact Mitigation Plan.

5.13.1 As part of the Study, the Consultant shall prepare a stand-alone Public Safety Impact Mitigation Plan.

5.13.2 The Mitigation Plan shall identify recommended mitigation measures reasonably necessary to maintain adequate Public Safety services throughout each phase of development of the Project.

5.13.3 The Mitigation Plan shall identify, where appropriate:

1. Capital improvements;
2. Public Safety facilities;
3. Land dedications;
4. Apparatus;
5. Ambulances;
6. Law enforcement equipment;
7. Staffing recommendations;
8. Operational funding recommendations;
9. Timing of implementation;
10. Phasing of improvements;
11. Recommended conditions of development approval; and
12. Other mitigation measures reasonably necessary to avoid material degradation of existing Public Safety service levels.

5.14 Professional Standards.

5.14.1 The Consultant shall perform the Study using accepted planning, engineering, emergency services, public administration, financial, and risk assessment principles together with reliable data and recognized professional methodologies.

5.14.2 The Consultant shall exercise in accordance with Article VI and shall remain independent in accordance with Article VI.

5.15 Draft and Final Reports.

5.15.1 The Consultant shall prepare a Draft Public Safety Impact Study and distribute the Draft Study to the Parties for review and comment.

5.15.2 Each Party shall be afforded a reasonable opportunity to submit written comments.

5.15.3 The Consultant shall consider all timely submitted comments and shall determine, in accordance with Article VI, whether revisions to the Draft Study are appropriate.

5.15.4 Following completion of the review process, the Consultant shall prepare and deliver, at a minimum:

1. The Final Public Safety Impact Study;
2. The Public Safety Impact Mitigation Plan;
3. The Executive Summary;
4. The Public Safety Infrastructure Inventory;
5. The Future Growth and Cost Allocation Analysis;
6. The Phased Public Safety Compliance Analysis;
7. Such additional Study Deliverables as may be identified in the approved Work Plan.

5.16 Study Limitations, Future Conditions, and Reliance.

5.16.1 The Public Safety Impact Study shall be based upon the information, assumptions, development plans, governmental regulations, and other data reasonably available to the Consultant at the time the Study is prepared.

5.16.2 The Study informs Governmental Decision-Making but does not predetermine it.

5.16.3 The Consultant shall identify the principal assumptions relied upon in preparing the Study. If material changes occur in the Project or applicable conditions before final governmental action, the Parties may request that the Consultant evaluate whether the Study should be supplemented or updated. The Study constitutes a planning document based upon accepted professional methodologies and reasonable assumptions and is not intended to guarantee future operational performance, service levels, financial outcomes, or governmental decisions.

ARTICLE VI

Consultant Selection and Engagement

6.1 Selection of Consultant.

6.1.1 The Parties shall jointly select an independent professional Consultant to prepare the Public Safety Impact Study described in Article V.

6.1.2 The Consultant shall be selected based upon qualifications, experience, demonstrated competence, independence and the ability to perform the Study in accordance with this Agreement.

6.1.3 The Consultant shall serve as an independent professional consultant jointly retained by the Parties and shall not be deemed an employee, officer, or agent of any individual Party.

6.1.4 The Steering Committee shall endeavor to obtain competitive bids from at least three potentially qualified candidates for the role of Consultant.

6.2 Minimum Qualifications. The Consultant shall possess substantial professional experience in public safety planning and, either directly or through qualified subconsultants, demonstrate competence in the following areas, as applicable:

6.2.1 Fire protection planning.

6.2.2 Emergency medical services and ambulance system planning.

6.2.3 Law enforcement planning.

6.2.4 Public Safety facility planning.

6.2.5 Capital improvement planning.

6.2.6 Development impact fee analysis.

6.2.7 Public finance and fiscal impact analysis.

6.2.8 Wildland-Urban Interface planning.

6.2.9 Land use planning.

6.2.10 Public infrastructure funding and implementation strategies.

6.3 Consultant Selection Process.

6.3.1 The Steering Committee shall coordinate the Consultant selection process.

6.3.2 The Steering Committee may solicit statements of qualifications, requests for proposals, conduct interviews, request presentations, obtain references, and perform such additional evaluation as it reasonably determines appropriate.

6.3.3 The Steering Committee shall recommend the Consultant selected for engagement under this Agreement.

6.3.4 The Consultant shall be engaged only upon the approval of all Parties.

6.4. Professional Services Agreement.

6.4.1 Following selection of the Consultant, the Steering Committee shall negotiate a Professional Services Agreement consistent with this Agreement and substantially in the form attached as **Exhibit D**.

6.4.2 The Professional Services Agreement shall include, at a minimum:

1. Scope of Professional Services;
2. Schedule;
3. Compensation;
4. Payment procedures;
5. Insurance requirements;
6. Ownership of work product;
7. Confidentiality provisions;
8. Public records compliance;
9. Conflict of interest provisions;
10. Professional standards;
11. Termination provisions; and
12. Other customary professional services terms.

6.4.3 The Professional Services Agreement shall be subject to approval by each of the Parties before execution.

6.5 Consultant Independence.

6.5.1 The Consultant shall perform all services independently and shall exercise in accordance with Article VI throughout preparation of the Study.

6.5.2 No Party shall direct or attempt to direct the Consultant concerning the Consultant's findings, analyses, opinions, conclusions, recommendations, or professional judgments.

6.5.3 The Consultant may consult with any Party concerning factual information, assumptions, available data, or technical matters; however, the Consultant shall retain sole responsibility for all professional conclusions contained in the Study.

6.5.4 The Parties acknowledge that the Consultant's independence is fundamental to the credibility, objectivity, and usefulness of the Study.

6.6 Conflicts of Interest.

6.6.1 Prior to engagement, the Consultant shall disclose any actual or potential conflicts of interest that may reasonably affect the Consultant's independence or objectivity.

6.6.2 The Consultant shall promptly disclose any conflict arising during performance of the Study.

6.6.3 The Parties may require reasonable measures to eliminate or mitigate disclosed conflicts of interest.

6.7 Additional Professional Services.

6.7.1 The Consultant may recommend the engagement of specialized subconsultants or technical experts to assist in preparing portions of the Study.

6.7.2 Any such services shall require approval by the Steering Committee and shall remain subject to the funding provisions of this Agreement.

6.7.3 Specialized consultants may include professionals possessing expertise relevant to preparation of the Study, including engineering, wildfire analysis, transportation planning, GIS, finance, economics, environmental planning, emergency communications, or other appropriate disciplines.

6.8 Reliance Upon the Consultant.

6.8.1 The Consultant shall prepare the Study for the purposes identified in Articles III and V.

6.8.2 Accordingly, the Consultant shall prepare the Study in a manner that is objective, professionally supported, factually documented, and suitable for consideration during administrative proceedings, public hearings, and judicial review.

6.8.3 The Consultant shall identify the principal assumptions, methodologies, data sources, and professional standards relied upon in preparing the Study so that governmental decision-makers may fully evaluate the Consultant's findings and recommendations.

6.9 Replacement of Consultant.

6.9.1 If the Consultant resigns, becomes unable to complete the Study, materially breaches the Professional Services Agreement, or is otherwise unable to continue providing services, the Steering Committee shall recommend a replacement Consultant.

6.9.2 Replacement of the Consultant shall be approved by the Parties in the same manner as the original selection.

6.9.3 To the extent practicable, all work product completed prior to replacement shall remain the property of the Parties and shall be made available to the replacement Consultant, subject to the Professional Services Agreement.

ARTICLE VII

Developer Funding Obligations

7.1 General Funding Obligation.

7.1.1 The Developer acknowledges that the Public Safety Impact Study is being prepared primarily as a result of the Project and agrees to fund the reasonable costs of preparing the Study in accordance with this Agreement.

7.1.2 The Parties acknowledge that one of the principal purposes of this Agreement is to ensure that the Participating Agencies incur no unreimbursed financial obligations associated with preparation of the Study.

7.1.3 Except as otherwise expressly provided in this Agreement, no Participating Agency shall be required to advance funds, incur unreimbursed expenses, or subsidize preparation of the Study.

7.2 Project Public Safety Study Fund.

7.2.1 A separate Project Public Safety Study Fund ("Fund") shall be established for purposes of receiving Developer deposits and paying Study Costs.

7.2.2 The Fund shall be administered by the Fiscal Administrator designated under Article IV. Monies deposited into the Fund shall not be considered compensation paid to any Participating Agency but shall be used solely to reimburse Study Costs authorized by this Agreement.

7.2.3 Monies deposited into the Fund shall be used solely for payment of Study Costs authorized under this Agreement.

7.2.4 The Fund shall be maintained separately from other operating accounts of the Fiscal Administrator.

7.3 Initial Deposit.

7.3.1 Before commencement of any substantial professional services, the Developer shall deposit into the Fund the initial amount approved by the Parties.

7.3.2 No Consultant shall be authorized to begin professional services until the required initial deposit has been received.

7.3.3 The initial deposit shall be credited against the total Study Costs.

7.4 Milestone Funding.

7.4.1 The Parties anticipate that Study funding shall occur through a series of deposits corresponding to significant milestones during preparation of the Study.

7.4.2 Funding milestones shall be established in the approved Study Budget and may be modified from time to time upon the written approval of the Parties.

7.4.3 The amount of each required deposit shall be determined by the Parties from the approved Study Budget.

7.5 Study Costs.

7.5.1 Study Costs eligible for payment from the Fund include Consultant compensation, approved subconsultants, reimbursable professional services, administrative expenses, legal services, accounting services, data acquisition, publication expenses, public meeting expenses, and other reasonable costs directly related to preparation, review, administration, or completion of the Study.

7.5.2 Study Costs also include reasonable staff time incurred by the Participating Agencies in connection with preparation, coordination, review, administration, meetings, data collection, public presentations of the Study, provided such costs are reasonably documented.

7.6 Budget Review and Additional Deposits.

7.6.1 The Steering Committee shall periodically review the remaining balance of the Fund and compare available monies with anticipated remaining Study Costs.

7.6.2 If the Steering Committee determines that available monies are insufficient to complete the Study, it may recommend that the Developer make an additional deposit.

7.6.3 The Consultant shall not be requested to perform work exceeding available funding unless the Parties otherwise unanimously agree in writing.

7.6.4 Notwithstanding anything in this Agreement to the contrary, the Developer shall not be obligated to make any additional deposit or fund any Study Cost to the extent such deposit or Study Cost exceeds the then-approved Study Budget unless the Developer has approved such additional deposit or revised Study Budget in writing. Nothing in this Section shall limit the Steering Committee's authority to recommend an additional deposit or revised Study Budget, or to suspend further work if available funds are insufficient to continue the Study.

7.7 Suspension of Work for Insufficient Funding.

7.7.1 If available monies in the Fund become insufficient to pay anticipated Study Costs, the Steering Committee may suspend further work until additional funding is received.

7.7.2 No Participating Agency shall be obligated to advance funds to continue the Study.

7.7.3 Suspension of the Study for insufficient funding shall not constitute a breach of this Agreement by any Participating Agency.

7.8 Accounting.

7.8.1 The Fiscal Administrator shall maintain accurate financial records concerning all deposits, disbursements, and balances of the Fund.

7.8.2 Reasonable accountings shall be provided periodically and upon reasonable request.

7.9 Remaining Funds.

7.9.1 Following completion of the Study and payment of all approved Study Costs, any remaining balance in the Fund shall be returned to the Developer unless otherwise agreed in writing.

7.9.2 No refund shall be made until all Consultant invoices, reimbursable expenses, administrative costs, and other approved obligations have been fully satisfied.

7.10 No Purchase of Governmental Action.

7.10.1 The Parties acknowledge that the Developer's obligation to fund the Study is intended solely to reimburse the reasonable costs of preparing an independent Public Safety Impact Study.

7.10.2 Payment of Study Costs shall not entitle the Developer to any governmental approval, permit, recommendation, mitigation measure, reimbursement, or other favorable governmental action.

7.10.3 The Consultant shall remain independent in accordance with Article VI.

7.11 No Limitation on Governmental Authority.

7.11.1 Governmental authority is preserved in accordance with Section 1.4.6.

ARTICLE VIII

Administration of Study Costs and Reimbursement

8.1 Purpose.

8.1.1 The purpose of this Article is to establish procedures governing administration of the Project Public Safety Study Fund and reimbursement of authorized Study Costs.

8.1.2 This Article shall be administered in conjunction with Article VII and shall not be construed to expand the Developer's funding obligations beyond those otherwise provided in this Agreement.

8.2 Budget Administration.

8.2.1 The Steering Committee shall review the proposed Study Budget prior to execution of the Professional Services Agreement.

8.2.2 The Study Budget shall reasonably identify anticipated Consultant compensation, reimbursable expenses, Participating Agency reimbursements, administrative expenses, professional services, contingency amounts, and other anticipated Study Costs.

8.2.3 The Study Budget may be revised, subject to Article VII, from time to time as reasonably necessary during preparation of the Study.

8.3 Consultant Invoices.

8.3.1 The Consultant shall submit invoices in accordance with the Professional Services Agreement.

8.3.2 Invoices shall reasonably describe the services performed, personnel involved, reimbursable expenses incurred, and progress of the Study.

8.3.3 The Steering Committee shall review Consultant invoices before payment from the Fund.

8.3.4 The Fiscal Administrator may rely upon approvals of the Steering Committee in processing payments authorized under this Agreement and shall not be responsible for independently verifying the technical adequacy of services performed by the Consultant.

8.4 Reimbursement of Participating Agencies.

8.4.1 Each Participating Agency shall be entitled to reimbursement from the Fund for reasonable Study Costs incurred in connection with this Agreement.

8.4.2 Reimbursable Study Costs may include reasonable personnel costs, professional services, technical review, administrative support, travel, and other reasonable costs directly attributable to preparation, review, administration of the Study.

8.4.3 Reimbursement shall be limited to actual reasonable costs supported by appropriate records maintained in the ordinary course of business.

8.5 Attorney Fees and Professional Services.

8.5.1 Reasonable attorney fees and costs incurred by the Participating Agencies in negotiating, administering, reviewing, or interpreting this Agreement and the Public Safety Impact Study shall constitute reimbursable Study Costs.

8.5.2 Nothing contained herein shall require reimbursement of attorney fees or litigation expenses incurred after termination of this Agreement unless otherwise expressly agreed in writing or awarded by a court of competent jurisdiction.

8.6 Administrative Costs.

8.6.1 The Fiscal Administrator may reimburse itself from the Fund for reasonable administrative costs incurred in maintaining financial records, processing payments, preparing accountings, and administering the Fund.

8.6.2 Administrative costs shall be reasonable in relation to the services performed.

8.7 Financial Records.

8.7.1 The Fiscal Administrator shall maintain complete financial records concerning the Fund.

8.7.2 Such records shall include deposits, disbursements, invoices, reimbursements, account balances, and supporting documentation.

8.7.3 Financial records shall be retained in accordance with applicable Idaho record retention requirements.

8.8 Financial Review.

8.8.1 The Steering Committee may review the financial status of the Fund at any regular meeting.

8.8.2 The Steering Committee may recommend reasonable adjustments to anticipated expenditures or funding schedules necessary to complete the Study.

8.9 Limitation on Financial Obligations.

8.9.1 No Participating Agency, Steering Committee member, Fiscal Administrator, employee, officer, elected official, or Consultant shall incur obligations payable from the Fund in excess of monies then reasonably anticipated to be available unless approved in writing by all Parties.

8.9.2 No Participating Agency shall be required to advance funds except as provided in Article VII.

8.10 Financial Transparency.

8.10.1 Financial administration of the Fund shall be conducted in a manner promoting transparency and accountability consistent with applicable law.

8.10.2 Accordingly, financial records relating to the Fund shall be maintained in a manner that permits reasonable review by the Parties, subject to applicable law.

8.11 No Financial Interest in Study Conclusions.

8.11.1 The Consultant shall remain independent in accordance with Article VI.

ARTICLE IX

Study Procedures and Deliverables

9.1 Commencement of the Study.

9.1.1 The Public Safety Impact Study shall commence following execution of this Agreement, execution of the Professional Services Agreement, approval of the Work Plan, and receipt of the initial funding deposit required by Article VII.

9.1.2 The Consultant shall prepare the Public Safety Impact Study in accordance with this Agreement, the Professional Services Agreement, and the approved Work Plan.

9.2 Project Kickoff Meeting.

9.2.1 The Steering Committee shall conduct a Project Kickoff Meeting with the Consultant and the Parties prior to commencement of substantial work.

9.2.2 The purposes of the Kickoff Meeting shall include:

1. Review of the Work Plan;
2. Confirmation of project objectives;
3. Identification of available data;
4. Establishment of communication protocols;
5. Review of the anticipated project schedule;
6. Identification of major issues requiring analysis; and

7. Confirmation of initial information requests and identification of such additional information as the Consultant reasonably determines appropriate.

9.3 Information Collection.

9.3.1 Each Party shall make reasonable efforts to provide information under its possession or control reasonably necessary for preparation of the Study.

9.3.2 The Consultant shall periodically consult with the Steering Committee regarding Study progress, technical issues, and information needs while maintaining the Consultant's independent professional judgment.

9.3.3 The Consultant may rely upon information reasonably believed to be accurate unless the Consultant has reason to conclude otherwise.

9.4 Progress Meetings.

9.4.1 The Steering Committee shall periodically meet with the Consultant to review the progress of the Study.

9.4.2 The Draft Study shall be circulated to the Parties for review and comment within the time established by the approved Work Plan.

9.5 Interim Technical Memoranda.

9.5.1 The Consultant may prepare interim technical memoranda addressing significant issues identified during preparation of the Study.

9.5.2 Interim memoranda shall be considered working documents and shall not constitute the Consultant's final conclusions unless expressly stated.

9.6 Draft Public Safety Impact Study.

9.6.1 Upon completion of the Consultant's preliminary analyses, the Consultant shall prepare and distribute a Draft Public Safety Impact Study.

9.6.2 The Final Study shall incorporate such revisions as the Consultant determines appropriate after considering timely comments received during the review process.

9.6.3 The Consultant shall prepare a written summary identifying the disposition of each significant written comment received during the review process, including whether the comment resulted in a revision to the Final Study or the reasons no revision was made.

9.7 Review by the Parties.

9.7.1 Each Party shall be afforded a reasonable opportunity to review the Draft Study and submit written comments.

9.7.2 Comments should identify factual inaccuracies, omissions, technical concerns, or other matters relevant to the Study.

9.7.3 The Consultant shall consider all timely submitted comments but shall retain independent professional responsibility for all revisions.

9.8 Final Public Safety Impact Study.

9.8.1 Following completion of the review process, the Consultant shall prepare the Final Public Safety Impact Study.

9.8.2 The Final Study shall include, where appropriate, responses to significant comments received during the review process.

9.9 Public Safety Impact Mitigation Plan.

9.9.1 As a separate stand-alone document accompanying the Final Study, the Consultant shall prepare a Public Safety Impact Mitigation Plan.

9.9.2 The Mitigation Plan shall include, where appropriate:

1. Recommended conditions of approval;
2. Capital improvements;
3. Public Safety facilities;
4. Apparatus and equipment;
5. Staffing recommendations;
6. Operational funding recommendations;
7. Implementation priorities;
8. Phasing recommendations;
9. Estimated costs;
10. Potential funding mechanisms;
11. Future growth cost allocation recommendations; and
12. Other mitigation measures the Consultant determines are reasonably necessary to maintain adequate Public Safety services.

9.10 Executive Summary.

9.10.1 The Consultant shall prepare a concise Executive Summary suitable for use by elected officials, appointed officials, governmental staff, the Developer, and members of the public.

9.10.2 The Executive Summary shall summarize:

1. Principal findings;
2. Significant Public Safety impacts;
3. Recommended mitigation measures;
4. Estimated costs;
5. Funding alternatives;
6. Major implementation recommendations; and
7. Other significant conclusions contained in the Final Study.

9.11 Presentation of the Study.

9.11.1 Upon reasonable request, the Consultant shall present the Draft Study, Final Study, Mitigation Plan, or Executive Summary to:

1. The Steering Committee;
2. The governing boards of the Participating Agencies;
3. Valley County staff;
4. The Valley County Planning and Zoning Commission;
5. The Valley County Board of County Commissioners; and
6. Other governmental bodies having jurisdiction over matters addressed by the Study that reasonably request presentations.

9.11.2 The Consultant shall explain the methodologies, assumptions, findings, and recommendations contained in the Study.

9.12 Public Hearings and Testimony.

9.12.1 Upon reasonable notice and subject to the Professional Services Agreement, the Consultant shall attend public hearings concerning the Project at which the Study is materially relied upon.

9.12.2 The Consultant shall, when reasonably requested, provide professional testimony concerning the Study, its methodologies, analyses, assumptions, findings, and recommendations.

9.13 Electronic Deliverables.

9.13.1 The Consultant shall provide all final reports in both electronic and printed form.

9.13.2 Electronic deliverables shall include reports in searchable PDF format, GIS mapping, tables, spreadsheets, graphics, and other digital materials reasonably necessary for future governmental use.

9.13.3 Upon completion of the Study, the Fiscal Administrator shall maintain one complete electronic record copy of all final deliverables for future governmental use.

9.14 Completion of the Study.

9.14.1 The Study shall be deemed complete upon delivery of:

1. The Final Public Safety Impact Study;
2. The Public Safety Impact Mitigation Plan;
3. The Executive Summary;
4. Electronic deliverables required by this Agreement; and
5. Such additional deliverables as may be identified in the approved Work Plan.

9.14.2 Completion of the Study shall not relieve the Consultant of any continuing obligations expressly provided in the Professional Services Agreement or this Agreement, including reasonable participation in public hearings and responses to technical questions concerning the Study.

ARTICLE X

OWNERSHIP, USE, AND FUTURE APPLICATION OF THE STUDY

10.1 Purpose.

10.1.1 The Parties acknowledge that the Public Safety Impact Study is intended to serve not only as an evaluation of the Project, but also as a long-term public safety planning document that may

assist governmental agencies in future planning, capital improvement programming, operational planning, Governmental Decision-Making, and other Public Safety planning activities.

10.1.2 This Article establishes the ownership, permitted uses, future application, and continuing availability of the Study and related Study Deliverables.

10.2 Ownership of Study Deliverables.

10.2.1 Upon payment of all amounts due under the Professional Services Agreement, the Study Deliverables shall become the joint property of the Parties for the purposes described in this Agreement.

10.2.2 Nothing contained herein shall transfer ownership of the Consultant's preexisting proprietary software, analytical models, templates, methodologies, research materials, or other intellectual property developed independently of this Agreement.

10.3 Governmental Use.

10.3.1 The Participating Agencies and Valley County may rely upon and use the Study in the exercise of their respective governmental powers and duties.

10.3.2 Without limitation, the Study may be considered in connection with:

1. Governmental Decision-Making;
2. Capital Improvement Plans;
3. Public Safety planning;
4. Development impact fee studies and updates;
5. Community Infrastructure District planning;
6. Development agreements and reimbursement agreements;
7. Cost allocation analyses;
8. Future development review; and
9. Other lawful governmental purposes.

10.4 Use by the Developer.

10.4.1 The Developer may use the Study for purposes reasonably related to planning, design, financing, construction, phasing, implementation, and operation of the Project.

10.4.2 Nothing contained herein shall authorize the Developer to represent that the Study guarantees governmental approval of the Project or any portion thereof.

10.5 Future Updates.

10.5.1 The Parties recognize that Public Safety planning is an ongoing process.

10.5.2 Accordingly, the Participating Agencies may update, supplement, revise, expand, or incorporate the Study into future planning documents as conditions change.

10.5.3 Future updates may reflect revised demographic information, additional development, modified service demands, changes in Public Safety standards, revised funding methodologies, or other materially changed circumstances.

10.5.4 Any update, supplement, revision, expansion, or modification of the Study or any Study Deliverable prepared after completion of the Study without the written participation and approval of the Developer may be utilized for lawful governmental planning purposes, but shall not, solely by virtue of such update, supplement, revision, expansion, or modification, alter or increase any obligation of the Developer or the Project. Any application of such updated information to the Project shall remain subject to applicable law and any governmental review, notice, hearing, approval, or other process otherwise required by law.

10.6 Future Development.

10.6.1 The Parties acknowledge that Public Safety Infrastructure recommended by the Study may provide service capacity benefiting future development beyond the Project.

10.6.2 Accordingly, the Participating Agencies and Valley County may consider the Study when evaluating future development proposals located within the anticipated Public Safety service area identified in the Study.

10.6.3 Nothing contained herein shall limit governmental authority as preserved by Section 1.4.6.

10.7 Future Funding and Cost Allocation.

10.7.1 The Study may be utilized by the Participating Agencies and Valley County in evaluating future funding mechanisms for Public Safety Infrastructure and operations.

10.7.2 Without limitation, the Study may be considered in connection with:

1. Development impact fee studies;
2. Capital Improvement Plans;
3. Development agreements;
4. Community Infrastructure District financing;
5. Cost-sharing and reimbursement agreements;
6. Operational funding agreements; and
7. Other lawful funding mechanisms.

10.7.3 Nothing contained herein shall create any entitlement to reimbursement or future funding. Likewise, nothing contained herein shall waive, impair, or prejudice any right the Developer may otherwise have under applicable law or any future agreement to seek or receive development impact fee credits, reimbursement, cost sharing, repayment, or other lawful allocation of costs for Public Safety Infrastructure, improvements, facilities, land, equipment, or capacity that benefit development or service areas beyond the Project.

10.8 Public Safety Infrastructure Planning.

10.8.1 The Parties acknowledge that the Study is intended to provide a comprehensive evaluation of the Public Safety Infrastructure reasonably necessary to serve the Project and anticipated future development within the applicable Public Safety service area.

10.8.2 The Participating Agencies may utilize the Study as a foundational planning document in evaluating future Public Safety Infrastructure, operational planning, capital improvements, staffing, deployment, and related Public Safety needs.

10.9 Public Safety Infrastructure Inventory.

10.9.1 The Public Safety Impact Study shall include, as a separate component of the Study Deliverables, a Public Safety Infrastructure Inventory identifying the Public Safety Infrastructure, capital improvements, operational enhancements, land dedications, apparatus, equipment, staffing recommendations, and other mitigation measures recommended by the Consultant.

10.9.2 The Inventory should, where reasonably practicable, identify:

1. The recommended improvement;
2. The purpose of the improvement;
3. The anticipated implementation phase;
4. Estimated capital cost;
5. Estimated operational cost, if applicable;
6. Anticipated service area;
7. Estimated service capacity;
8. Relationship to existing Public Safety facilities;
9. Anticipated benefit to future development, if any; and
10. Other information reasonably necessary to facilitate future Public Safety planning.

10.9.3 The Participating Agencies may utilize and periodically update the Public Safety Infrastructure Inventory as a planning and administrative tool for future Public Safety planning, capital improvements, reimbursement analyses, development impact fee studies, Community Infrastructure District financing, and related governmental purposes.

10.9.4 The Public Safety Infrastructure Inventory is intended to supplement, and not replace, the Public Safety Impact Study and Public Safety Impact Mitigation Plan substantially in the tabular form attached as **Exhibit F**.

10.10 No Guarantee or Warranty.

10.10.1 The Study constitutes a professional planning document based upon information reasonably available at the time it is prepared.

10.10.2 Nothing contained in the Study shall constitute a guarantee of future development, governmental action, operational performance, emergency response times, funding, financial feasibility, or future conditions.

10.11 Continuing Availability.

10.11.1 The Final Public Safety Impact Study, the Public Safety Impact Mitigation Plan, and the Executive Summary shall remain available for future governmental reference and planning purposes unless superseded by a subsequently adopted study.

10.11.2 Superseding studies may incorporate all or portions of the original Study where appropriate.

10.12 No Limitation Upon Governmental Authority.

10.12.1 Governmental authority is preserved as provided in Section 1.4.6.

ARTICLE XI

PUBLIC RECORDS, CONFIDENTIALITY, AND COMMUNICATIONS

11.1 Purpose.

11.1.1 This Article establishes procedures governing public records, confidentiality, communications, and the handling of information generated or exchanged during preparation of the Public Safety Impact Study.

11.1.2 The Parties acknowledge that the Participating Agencies and the County are public agencies subject to the Idaho Public Records Act and the Idaho Open Meeting Law.

11.2 Public Records.

11.2.1 Records maintained by the Participating Agencies and Valley County in connection with this Agreement shall be maintained and disclosed in accordance with applicable law.

11.2.2 Nothing contained in this Agreement shall require any Party to disclose information exempt from disclosure under applicable law.

11.2.3 Each Party shall independently determine its obligations concerning public records requests directed to that Party.

11.2.4 Consultant Records Not Delivered to the Parties. Except as otherwise required by the Professional Services Agreement, notes, draft calculations, internal analyses, working papers, correspondence, electronic files, research materials, data compilations, models, software files, and other project records prepared or maintained solely by the Consultant that have not been delivered or otherwise transmitted to a Participating Agency or Valley County shall remain the records of the Consultant and shall not be deemed records of any Participating Agency or Valley County solely because they relate to the Study. Nothing contained herein shall require a Participating Agency or Valley County to obtain or produce records that are not in its possession, custody, or control.

11.3 Confidential Information.

11.3.1 A Party, the Developer, the Consultant, or any other person providing information in connection with the Study shall identify information believed to constitute confidential, proprietary, trade secret, or otherwise protected information under applicable law.

11.3.2 Identification of information as confidential or exempt from disclosure shall not obligate the receiving Party to withhold disclosure, subject to prior notice to the sending Party, if disclosure is required by law.

11.3.3 Before disclosing information identified as confidential, the receiving Party shall make reasonable efforts, when practicable, to notify the Party or person asserting confidentiality so that appropriate legal action may be pursued if desired.

11.3.4 Identification of Confidential Information Claimed To Be Exempt From Public Disclosure. Any Party, the Developer, the Consultant, or any other person providing documents or information to a Participating Agency or Valley County that claims such materials are exempt from disclosure pursuant to the Idaho Public Records Act shall clearly

identify the claimed exemption at the time the materials are provided. Documents claimed to contain trade secrets, production records, appraisals, bids, proprietary information, or other information exempt from disclosure under the Idaho Public Records Act should be conspicuously marked:

"CLAIMED EXEMPT FROM PUBLIC DISCLOSURE UNDER THE IDAHO PUBLIC RECORDS ACT"

together with the statutory basis for the claimed exemption, if known. Failure to identify a claimed exemption shall not waive any rights otherwise available under applicable law but may be considered in determining whether the receiving public agency had notice of the asserted exemption.

11.4 Attorney-Client Communications and Attorney Work Product.

11.4.1 Nothing contained in this Agreement shall require disclosure of attorney-client privileged communications, attorney work product, or other information protected from disclosure by applicable law.

11.4.2 The Parties acknowledge that each Party may consult with its respective legal counsel regarding matters arising under this Agreement.

11.5 Draft Documents.

11.5.1 Draft reports, preliminary analyses, working papers, technical memoranda, and similar materials prepared by the Consultant prior to issuance of the Final Public Safety Impact Study are intended solely for purposes of review and comment.

11.5.2 The Consultant's preliminary work product shall not be construed as the Consultant's final professional opinion unless expressly designated as final.

11.6 Public Communications.

11.6.1 Nothing contained in this Agreement shall prohibit any Party from communicating with the public concerning matters within that Party's jurisdiction.

11.6.2 The Steering Committee may coordinate public communications concerning the progress of the Study in order to promote consistency and accuracy.

11.6.3 Nothing contained herein shall limit the constitutional or statutory rights of any elected official or public officer to communicate concerning matters of public concern.

11.7 Records Retention.

11.7.1 Each Participating Agencies and the County shall retain records relating to this Agreement in accordance with their records policy and applicable Idaho record retention requirements.

11.7.2 The Consultant shall retain project records for the period specified in the Professional Services Agreement and shall make such records available to the Parties as required by that Agreement.

11.7.3 Records prepared or maintained solely by the Consultant that have not been transmitted or otherwise provided to a Participating Agency or Valley County shall remain the records of the Consultant, shall be retained in accordance with the Professional Services Agreement, and shall not be deemed records maintained by a Participating Agency or Valley County.

11.8 Public Availability of Final Study.

11.8.1 Following completion of the Study, the Final Public Safety Impact Study, the Public Safety Impact Mitigation Plan, the Executive Summary, and other final Study Deliverables shall be available for governmental use and public inspection to the extent required by applicable law.

11.8.2 Nothing contained herein shall prohibit the Participating Agencies or Valley County from utilizing the Study in future governmental proceedings, planning activities, or public presentations consistent with this Agreement.

ARTICLE XII

TERM, AMENDMENT, SUSPENSION, WITHDRAWAL, AND COMPLETION

12.1 Effective Date.

12.1.1 This Agreement shall become effective upon execution by all Parties unless a different effective date is expressly provided herein.

12.2 Term.

12.2.1 This Agreement shall remain in effect until completion of the Public Safety Impact Study and satisfaction of the obligations of the Parties, unless earlier terminated in accordance with this Agreement.

12.2.2 Those provisions which by their nature are intended to survive completion or termination of this Agreement shall remain in effect, including the provisions governing ownership of Study Deliverables, reimbursement obligations, record retention, confidentiality, and such other continuing obligations as are expressly provided in this Agreement.

12.3 Amendments.

12.3.1 This Agreement may be amended only by a written instrument approved and executed by all Parties.

12.3.2 Minor administrative modifications to the .Work Plan, Project Schedule, Study Budget, Professional Services Agreement exhibits, or similar exhibits that do not materially alter the rights or obligations of the Parties may be approved in writing by all Parties without formal amendment of the body of this Agreement.

12.4 Suspension.

12.4.1 The Steering Committee may recommend suspension of the Study if continuation is impracticable due to insufficient funding, material changes in the Project, pending litigation, governmental direction, force majeure, or other substantial circumstances affecting completion of the Study.

12.4.2 Suspension shall not terminate this Agreement unless expressly provided by written agreement of the Parties.

12.5 Withdrawal by the Developer.

12.5.1 The Developer may withdraw from participation in this Agreement upon written notice to the Parties.

12.5.2 Withdrawal shall not relieve the Developer of responsibility for reimbursable Study Costs incurred prior to the effective date of withdrawal.

12.5.3 Withdrawal of the Developer shall not require the Participating Agencies or Valley County to discontinue the Study if the Parties determine if the remaining Parties determine continuation is appropriate, adequately funded, and lawful.

12.6 Withdrawal by a Participating Agency.

12.6.1 A Participating Agency may withdraw from this Agreement upon written notice to the remaining Parties.

12.6.2 Prior to withdrawal, the withdrawing Party shall cooperate in an orderly transition of responsibilities.

12.6.3 Withdrawal shall not affect obligations accrued before the effective date of withdrawal.

12.7 Completion of the Study.

12.7.1 The Study shall be deemed completed upon delivery of the Final Public Safety Impact Study, the Public Safety Impact Mitigation Plan, the Executive Summary, the Public Safety Infrastructure Inventory, and all other required Study Deliverables identified in this Agreement or the approved Work Plan.

12.7.2 Following completion of the Study, the Fiscal Administrator shall prepare a Final Accounting Report summarizing:

1. Developer deposits;
2. Consultant compensation;
3. Agency reimbursements;
4. Administrative expenses;
5. Remaining balances; and
6. Disposition of any remaining monies in the Fund.

12.7.3 The Final Accounting Report shall be presented to the governing bodies of the Participating Agencies and made available to Valley County.

12.7.4 Acceptance of the Final Accounting Report shall constitute administrative completion of this Agreement but shall not affect any continuing rights or obligations that expressly survive termination under Section 12.2.2.

12.8 Effect of Project Approval or Denial.

12.8.1 Approval, conditional approval, denial, withdrawal, or substantial modification of the Project shall not affect the continuing validity of completed Study Deliverables unless otherwise determined by the Parties.

12.8.2 The Participating Agencies and Valley County may continue to utilize completed Study Deliverables for lawful governmental planning purposes in accordance with this Agreement.

12.9 Orderly Closeout.

12.9.1 Following completion or termination of this Agreement, the Steering Committee shall coordinate an orderly closeout of the Study.

12.9.2 Closeout activities may include completion of financial accounting, acceptance of final Study Deliverables, transfer of records, disposition of remaining Fund balances, and such other actions reasonably necessary to conclude administration of this Agreement.

ARTICLE XIII

GOVERNMENT AUTHORITY AND LEGAL EFFECT OF THE AGREEMENT

13.1 Purpose.

13.1.1 The Parties acknowledge that this Agreement is intended solely to establish a cooperative process for preparation of an independent Public Safety Impact Study and related planning documents.

13.1.2 Governmental authority is preserved as provided in Section 1.4.6, and nothing contained in this Agreement shall be construed to expand, limit, transfer, impair, or otherwise affect the governmental authority or legal responsibilities of any Party except as expressly provided by applicable law.

13.2 Valley County Authority.

13.2.1 Nothing contained in this Agreement shall limit or impair the authority of Valley County, the Valley County Planning and Zoning Commission, the Valley County Board of County Commissioners, or any County officer or employee in the exercise of governmental land use regulation authority or any other authority granted by law.

13.2.2 Valley County retains sole discretion to approve, conditionally approve, deny, continue, modify, or otherwise act upon the Project in accordance with applicable law and the evidence presented during the governmental land use regulation process.

13.2.3 Nothing contained in this Agreement shall require Valley County to adopt any recommendation, finding, conclusion, mitigation measure, funding recommendation, or condition identified in the Study.

13.3 Authority of the Participating Agencies.

13.3.1 Nothing contained in this Agreement shall limit or impair the independent statutory authority of the McCall Fire Protection District, the Valley Countywide EMS District, or the Valley County Sheriff's Office.

13.3.2 Each Participating Agency retains full authority to exercise all powers granted by applicable law, including planning, budgeting, acquisition of property and equipment, construction of facilities, employment of personnel, capital improvement planning, development impact fee planning where authorized by law, emergency response, and execution of future agreements.

13.3.3 Nothing contained herein shall limit any Participating Agency from recommending additional conditions of approval or mitigation measures if deemed reasonably necessary to protect the public health, safety, or welfare.

13.4 No Vested Rights.

13.4.1 Execution of this Agreement shall not create any vested right in the Developer regarding approval of the Project or any portion thereof.

13.4.2 Preparation of the Study, payment of Study Costs, participation in meetings, or completion of any Study Deliverable shall not create any presumption that the Project will be approved or that any particular condition of approval will or will not be imposed.

13.4.3 The Developer's execution of this Agreement, funding of the Study Costs, participation in the Study process, or approval of the Study Budget, Work Plan, Professional Services Agreement, or any Study Deliverable shall not constitute acceptance, approval, waiver, or admission by the Developer that any mitigation measure, condition of approval, development impact fee, capital contribution, land dedication, infrastructure improvement, operational funding obligation, or other recommendation identified or evaluated in the Study is required by applicable law, attributable to the Project, proportionate to the Project's impacts, or lawfully imposable upon the Project or the Developer. The Developer expressly reserves all rights and remedies available under applicable law to comment upon, object to, challenge, or otherwise contest any such measure, condition, fee, contribution, dedication, improvement, obligation, or recommendation in any subsequent governmental proceeding.

13.5 Effect of the Study.

13.5.1 The Study Deliverables are intended to provide objective technical information that may be considered together with all other evidence presented during applicable governmental proceedings.

13.5.2 No Study Deliverable shall be binding upon any governmental agency unless subsequently adopted or incorporated into official governmental action in accordance with applicable law.

13.10 No Third-Party Rights.

13.10.1 This Agreement is entered into solely for the benefit of the Parties.

13.10.2 Nothing contained herein shall create any right, cause of action, claim, entitlement, or enforceable interest in any person or entity that is not a Party to this Agreement.

13.10.3 No future developer, landowner, lender, contractor, resident, or member of the public shall be deemed a third-party beneficiary of this Agreement.

13.11 Compliance with Applicable Law.

13.11.1 This Agreement is intended to supplement, and not supersede, the governmental authority and legal responsibilities of the Parties as established by applicable federal, state, and local law. This Agreement shall be interpreted and administered in a manner consistent with such laws.

13.11.2 This Agreement is intended to be implemented in accordance with all applicable federal, state, and local statutes, ordinances, regulations, codes, and duly adopted governmental policies, including the Idaho Local Land Use Planning Act, the Idaho Development Impact Fee Act, the Idaho Public Records Act, the Idaho Open Meeting Law, the applicable statutes governing the Participating Agencies and Valley County, the International Fire Code as adopted in Idaho, and other applicable laws.

13.11.3 In the event any provision of this Agreement is determined to conflict with applicable law, such law shall control, and this Agreement shall be interpreted, administered, and, if necessary, reformed to the minimum extent necessary to achieve compliance while preserving, to the greatest extent possible, the intent of the Parties.

ARTICLE XIV

IMPLEMENTATION OF THE PUBLIC SAFETY IMPACT STUDY

14.1 Purpose.

14.1.1 The purpose of this Article is to establish procedures for consideration, implementation, monitoring, and future use of the Public Safety Impact Study following completion of the Study as outlined in **Exhibit G**.

14.1.2 Implementation of the Study shall be subject to the governmental authority preserved by Section 1.4.6 and Article XIII.

14.2 Consideration of the Study.

14.2.1 Following completion of the Final Public Safety Impact Study, the Parties may consider the Study and its recommendations in connection with the Project and other lawful governmental planning activities.

14.2.2 The Study Deliverables may be presented to the governing bodies of the Participating Agencies, Valley County, and other governmental agencies having jurisdiction over matters addressed by the Study.

14.3 Public Safety Impact Mitigation Plan.

14.3.1 The Public Safety Impact Mitigation Plan is intended to identify recommended mitigation measures reasonably necessary to maintain adequate Public Safety services throughout the planning, construction, occupancy, and ultimate build-out of the Project.

14.3.2 The Mitigation Plan is advisory in nature unless and until adopted or incorporated into an official governmental action in accordance with applicable law.

14.4 Recommended Conditions of Approval.

14.4.1 The Consultant may prepare recommended conditions of approval for consideration by Valley County.

14.4.2 Recommended conditions are intended solely as technical recommendations and shall not constitute governmental action unless adopted through the applicable governmental land use regulation process.

14.5 Future Public Safety Planning.

14.5.1 The Participating Agencies and Valley County may utilize the Study in future Public Safety planning, including capital improvement planning, development impact fee planning, operational planning, facility planning, development agreement negotiations, Community Infrastructure District planning, and other lawful Public Safety planning activities.

14.6 Public Safety Infrastructure Inventory.

14.6.1 The Public Safety Infrastructure Inventory shall serve as a planning and implementation tool identifying recommended Public Safety improvements associated with the Project.

14.6.2 The Participating Agencies may periodically update the Inventory to reflect completed improvements, revised costs, operational changes, additional facilities, remaining service capacity, and other material information relevant to future Public Safety planning.

14.6.3 The Inventory may be utilized in evaluating future development proposals, Public Safety infrastructure needs, reimbursement analyses, development impact fee studies, Community Infrastructure District financing, and other lawful governmental purposes.

14.7 Future Growth and Cost Allocation.

14.7.1 Where the Study identifies Public Safety Infrastructure or operational improvements expected to benefit future development beyond the Project, the Participating Agencies and Valley County may consider that information in evaluating future funding mechanisms, reimbursement agreements, development agreements, development impact fee updates, Community Infrastructure District financing, and other lawful cost allocation methods.

14.7.2 Nothing contained herein shall create any obligation to adopt any particular funding mechanism or reimbursement program.

14.8 Monitoring and Future Updates.

14.8.1 The Participating Agencies may periodically review the continuing applicability of the Study as development occurs within the Project service area.

14.8.2 If material changes occur affecting assumptions underlying the Study, the Participating Agencies may update or supplement the Study as appropriate.

14.8.3 Nothing contained herein shall require preparation of an updated Study unless determined appropriate by the Participating Agencies or otherwise required by law.

14.9 Subsequent Development.

14.9.1 The Parties acknowledge that future development located within the anticipated Public Safety service area may benefit from Public Safety Infrastructure initially recommended or implemented in connection with the Project.

14.9.2 Accordingly, Valley County and the Participating Agencies may consider the Study Deliverables when evaluating subsequent development proposals and determining appropriate Public Safety mitigation measures.

14.9.3 Nothing contained herein shall create any vested right in future developers or require application of any particular recommendation to subsequent development.

14.10 Continuing Cooperation.

14.10.1 The Parties acknowledge that implementation of Public Safety improvements associated with the Project may extend over many years and may involve additional agreements, governmental approvals, funding mechanisms, and future planning efforts.

14.10.2 The Parties express their intent to continue cooperating in good faith in evaluating and implementing Public Safety improvements consistent with the implementation procedures outlined in Exhibit G, applicable law, and the evolving needs of the community.

14.10.3 Nothing contained herein shall obligate any Party to enter into future agreements or approve future funding measures unless independently determined appropriate by the governing body possessing jurisdiction over the matter under consideration.

ARTICLE XV

DEFAULT, TERMINATION, LIABILITY, AND DISPUTE RESOLUTION

15.1 Purpose.

15.1.1 This Article establishes procedures governing defaults under this Agreement, termination of participation, preservation of governmental immunities, allocation of responsibility, and resolution of disputes arising in connection with this Agreement.

15.2 Events of Default.

15.2.1 An Event of Default may include:

1. Failure of the Developer to make a funding deposit required under Article VII and previously approved in writing by the Developer in accordance with Article VII;
2. Material failure of a Party to perform a material obligation expressly required by this Agreement;
3. Material breach of the Professional Services Agreement by the Consultant;
4. Material misrepresentation concerning matters material to the preparation of the Study; or
5. Any other material breach of this Agreement that substantially interferes with preparation or administration of the Study.

15.2.2 No Party shall be deemed in default for delays or failures caused by circumstances beyond its reasonable control, including acts of God, natural disasters, governmental actions, litigation, labor disputes, or other force majeure events.

15.3 Notice and Opportunity to Cure.

15.3.1 Prior to asserting an Event of Default, the non-defaulting Party shall provide written notice describing the alleged default with reasonable specificity.

15.3.2 The allegedly defaulting Party shall have twenty-eight (28) calendar days after receipt of the written notice of default within which to cure the alleged default, if the default is capable of cure.

15.3.3 Within the twenty-eight (28) day cure period, the allegedly defaulting Party shall provide a written response to the Party asserting the default stating one of the following:

(1) denying the default or that the alleged default has been cured;

(2) the alleged default is admitted and will be cured within the twenty-eight (28) day cure period; or

(3) the alleged default is admitted, cannot reasonably be cured within the twenty-eight (28) day cure period, and the allegedly defaulting Party intends to cure the default within an additional stated period of time. The response shall identify the additional time requested and the facts supporting why the additional time is reasonably necessary under the circumstances.

15.3.4 If the allegedly defaulting Party timely responds under subsection 15.3.3(3), promptly commences corrective action, and thereafter diligently pursues completion of the cure, the non-defaulting Parties may extend the cure period for such additional reasonable time as they determine appropriate under the circumstances.

15.3.5 The Parties shall make reasonable efforts to resolve disputes informally before exercising remedies available under this Agreement.

15.4 Suspension or Termination.

15.4.1 If an Event of Default is not timely cured, the Parties may suspend preparation of the Study or terminate this Agreement by unanimous written agreement of the remaining non-defaulting Parties, to the extent permitted by applicable law.

15.4.2 Termination shall not affect rights or obligations that accrued prior to the effective date of termination.

15.4.3 Termination of this Agreement shall not invalidate completed portions of the Study or prevent their lawful use as otherwise provided in this Agreement.

15.4.4 Before terminating this Agreement for an uncured Event of Default, the remaining non-defaulting Parties shall make written findings identifying the nature of the default, the efforts made to resolve the default, the opportunities provided to cure the default, and the reasons termination is determined to be appropriate.

15.5 Effect of Termination.

15.5.1 Upon termination, the Fiscal Administrator shall complete a final accounting in accordance with Article XII.

15.5.2 Completed Study Deliverables shall remain available for governmental use in accordance with Article X unless otherwise agreed by the Parties.

15.5.3 Outstanding financial obligations incurred prior to termination shall remain payable from available monies in the Fund.

15.6 Governmental Immunity.

15.6.1 Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity, limitation of liability, defense, or protection available to any Participating Agency, Valley County, or public official under the Constitution or laws of the State of Idaho.

15.6.2 All immunities, defenses, and limitations available under the Idaho Tort Claims Act and other applicable law are expressly preserved.

15.7 Limitation of Liability.

15.7.1 Except as expressly provided herein, no Party shall be liable for the acts, omissions, obligations, or liabilities of another Party.

15.7.2 Nothing contained in this Agreement shall create joint and several liability among the Parties.

15.7.3 The Consultant's professional responsibilities shall be governed by the Professional Services Agreement.

15.8 Indemnification.

15.8.1 To the extent permitted by applicable law, each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

15.8.2 Nothing contained herein shall be construed as requiring any Participating Agency or Valley County to indemnify another Party except to the extent expressly authorized by applicable law.

15.8.3 Any indemnification obligations of the Consultant shall be governed by the Professional Services Agreement.

15.9 Insurance.

15.9.1 Insurance requirements applicable to the Consultant shall be established in the Professional Services Agreement.

15.9.2 Nothing contained herein shall create, expand, diminish, or otherwise alter any insurance obligations otherwise imposed by law or separate agreement upon the Developer or any Participating Agency.

15.10 Informal Dispute Resolution.

15.10.1 The Parties shall make reasonable efforts to resolve disputes arising under this Agreement through informal discussions before initiating litigation.

15.10.2 The Steering Committee may assist in facilitating communications among the Parties but shall possess no authority to adjudicate disputes.

15.10.3 The Parties may voluntarily agree to mediation or other mutually acceptable alternative dispute resolution before commencement of litigation.

15.11 Governing Law and Venue.

15.11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

15.11.2 Unless otherwise required by applicable law, any judicial proceeding arising under this Agreement shall be commenced in the District Court of the Fourth Judicial District of the State of Idaho, in and for Valley County.

15.12 Attorney Fees.

15.12.1 Except as otherwise provided by statute or separate written agreement, each Party shall bear its own attorney fees and costs incurred in connection with disputes arising under this Agreement.

15.12.2 Nothing contained herein shall impair the authority of a court of competent jurisdiction to award attorney fees or costs where authorized by applicable law.

15.13 Equitable Relief.

15.13.1 The Parties acknowledge that the principal purpose of this Agreement is to establish a cooperative process for the preparation and use of an independent Public Safety Impact Study. Because the subject matter of this Agreement involves governmental planning, coordination among public agencies, and the preparation of professional work product, the Parties recognize that, in certain circumstances, monetary damages may not constitute an adequate remedy for a material breach of this Agreement.

15.13.2 Subject to applicable law and the governmental immunities, defenses, and limitations preserved by this Agreement, any Party may seek declaratory relief, temporary or permanent injunctive relief, or other equitable relief from a court of competent jurisdiction when such relief is reasonably necessary to:

1. Preserve the integrity or independence of the Public Safety Impact Study;
2. Prevent the unauthorized expenditure or disposition of monies in the Project Public Safety Study Fund;
3. Protect the ownership, preservation, or availability of Study Deliverables;
4. Prevent material interference with the Consultant's performance of professional services;
5. Compel performance of a ministerial obligation expressly required by this Agreement; or
6. Preserve the rights of the Parties pending final resolution of a dispute.

15.13.3 Nothing contained in this Section shall be construed as:

1. Expanding the jurisdiction of any court;
2. Creating any cause of action not otherwise recognized by applicable law;
3. Waiving any governmental immunity, statutory defense, or limitation upon liability;
4. Authorizing judicial review of discretionary governmental decisions beyond that otherwise provided by law; or
5. Limiting the authority of any governmental body to exercise its lawful discretion in connection with governmental land use regulation decision-making or other governmental actions.

15.13.4 Before seeking equitable relief, the Party requesting such relief shall provide written notice to the other affected Parties and make a good faith effort to resolve the matter informally pursuant to Section 15.10; provided, however, that nothing herein shall preclude a Party from seeking immediate judicial relief when necessary to prevent irreparable harm or to preserve the status quo pending resolution of the dispute.

15.13.5 The remedies provided in this Section are cumulative and shall not preclude any other remedy available under this Agreement or applicable law, except as otherwise limited by the governmental immunities, defenses, and statutory limitations expressly preserved herein.

ARTICLE XVI

GENERAL PROVISIONS

16.1 Notices.

16.1.1 Any notice required or permitted under this Agreement shall be in writing and shall be transmitted by electronic mail to the Designated Representative identified in the Notice Addresses and Administrative Contacts attached as **Appendix D** to this Agreement. Notice shall be deemed received on the date transmitted unless the sender receives notice that the electronic transmission was unsuccessful.

16.1.2 Each Party shall promptly notify all other Parties of any change in its Designated Representative or electronic mail address. Until such notice is given, notices transmitted to the previously designated electronic mail address shall be deemed effective.

16.2 Authorized Representatives.

16.2.1 Each Party shall designate an authorized representative for purposes of administering this Agreement.

16.2.2 Designation or replacement of a Designated Representative may be accomplished by electronic notice under Section 16.1 and shall not require amendment of this Agreement.

16.3 Entire Agreement.

16.3.1 This Agreement, together with all exhibits incorporated herein, constitutes the entire agreement among the Parties concerning the subject matter hereof.

16.3.2 This Agreement supersedes all prior negotiations, discussions, understandings, and agreements concerning the subject matter of this Agreement.

16.4 Order of Precedence.

16.4.1 In the event of any inconsistency between the body of this Agreement and any exhibit attached hereto, the provisions of this Agreement shall control unless the Agreement expressly provides otherwise.

16.4.2 If an inconsistency exists between two or more exhibits, the Steering Committee shall review the matter and make a recommendation to the Parties. Any resolution of such inconsistency shall require the written approval of all Parties if it materially affects the rights or obligations of any Party.

16.5 Assignment.

16.5.1 Except as provided herein, no Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of all other Parties. Notwithstanding the foregoing, the Developer may assign this Agreement, in whole or in part as applicable, without further consent to (a) an entity controlling, controlled by, or under common control with the Developer; (b) a purchaser or transferee of all or a substantial portion of the Project or the applicable portion thereof; or (c) a successor developer acquiring the Developer's interest in the Project or an applicable phase thereof, provided that the assignee assumes in writing the obligations of the Developer under this Agreement applicable to the interest acquired. The Developer shall provide written notice of any such assignment to the other Parties. A Participating Agency may assign administrative responsibilities to a successor public agency or governmental entity possessing substantially the same statutory authority.

16.5.1.1 Partial Assignment. In the event of a partial assignment, transfer, joint development arrangement, partnership, or other arrangement under which the Developer retains an ownership, development, management, or other material interest in all or any portion of the Project, the Developer shall remain responsible for its obligations under this Agreement notwithstanding such assignment or arrangement, unless and to the extent the Parties otherwise agree in writing. If circumstances surrounding a partial assignment, transfer, joint development arrangement, partnership, or other change in the development or ownership structure of the Project reasonably warrant an allocation, modification, or release of the Developer's obligations under this Agreement, the Parties shall negotiate in good faith an appropriate written amendment, assignment, assumption, allocation of obligations, or release that reasonably reflects the circumstances then existing, including the respective interests and responsibilities of the Developer and any successor, assignee, partner, or other developer. No such partial assignment or arrangement shall, by itself, release the Developer from any obligation under this Agreement.

16.6 Counterparts and Scanned Copies.

16.6.1 This Agreement shall be executed in four (4) counterparts, with one counterpart executed by each Party. Each executed counterpart shall be deemed an original, and all counterparts, when taken together, shall constitute one and the same Agreement.

16.6.2 In recognition of the geographic distance between the Parties and the need for timely execution of this Agreement, each Party agrees, following execution of its counterpart, to provide a scanned copy of its executed counterpart to each of the other Parties. A scanned copy of an executed counterpart shall constitute sufficient evidence that the executing Party has approved, executed, and entered into this Agreement and may be relied upon by the other Parties for purposes of implementing this Agreement.

16.6.3 The effectiveness of this Agreement shall not require that the signatures of all Parties appear upon the same counterpart, provided that each Party has executed a counterpart and a scanned copy thereof has been provided to the other Parties as provided herein.

16.7 Severability.

16.7.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, provided the essential purposes of this Agreement can still be accomplished.

16.7.2 The Parties intend that any invalid provision be reformed, if reasonably possible, to accomplish its original purpose in a lawful manner.

16.8 Waiver.

16.8.1 No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought.

16.8.2 No waiver of any breach shall constitute a waiver of any subsequent breach.

16.9 Rules of Construction.

16.9.1 This Agreement has been negotiated jointly by the Parties and shall not be construed for or against any Party based upon authorship.

16.9.2 Headings and titles are included solely for convenience and shall not affect the interpretation of this Agreement.

16.9.3 Unless the context clearly requires otherwise, words in the singular include the plural, words in the plural include the singular, and words of one gender include all genders.

16.10 Further Assurances.

16.10.1 Each Party agrees to execute such additional documents and perform such additional acts as may be reasonably necessary to carry out the purposes of this Agreement.

16.11 Time of Performance.

16.11.1 Time periods established under this Agreement are intended to facilitate orderly completion of the Public Safety Impact Study.

16.11.2 Unless expressly stated otherwise, time periods may be reasonably extended by unanimous written agreement or electronic agreement of the Parties or as otherwise authorized by this Agreement.

16.12 No Partnership or Joint Venture.

16.12.1 Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency relationship, fiduciary relationship, or other legal association among the Parties beyond the cooperative purposes expressly described herein.

16.12.2 Each Party shall remain solely responsible for exercising its own statutory powers and duties.

16.13 Force Majeure.

16.13.1 No Party shall be considered in default for delays or failures in performance resulting from events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil disturbance, labor disputes, governmental orders, epidemics, pandemics, interruptions of essential services, or other similar events.

16.13.2 A Party affected by a force majeure event shall provide reasonable electronic notice to the other Parties and shall make reasonable efforts to resume performance as soon as practicable.

16.14 Interpretation.

16.14.1 This Agreement shall be interpreted to promote its purposes as set forth in Article III and to preserve the governmental authority of the Participating Agencies and Valley County as provided in Article XIII.

16.15 Incorporation of Exhibits.

16.15.1 Each exhibit attached to this Agreement is incorporated herein by this reference as though fully set forth.

16.15.2 Exhibits may be amended only in the manner provided by this Agreement.

16.16 Execution.

16.16.1 This Agreement shall become binding upon execution by all Parties.

16.16.2 Each individual executing this Agreement represents that he or she has been duly authorized to execute this Agreement on behalf of the Party for whom the individual signs.

16.17 Captions

16.17.1 Captions, headings, and section titles are included solely for convenience of reference and shall not be considered in interpreting the substantive provisions of this Agreement.

ARTICLE XVII

EXECUTION OF AGREEMENT

17.1 Purpose

17.1.1 The purpose of this Article is to establish the procedures governing execution of this Agreement in original counterparts and the exchange of executed counterparts among the Parties.

17.2 Original Counterparts

17.2.1 This Agreement shall be executed in four (4) original counterparts. Each original counterpart shall contain identical terms and conditions and shall be designated on the first page in the upper right-hand corner as follows:

Original Counterpart No. 1 of 4 — DF Development, LLC

Original Counterpart No. 2 of 4 — McCall Fire Protection District

Original Counterpart No. 3 of 4 — Valley Countywide EMS District

Original Counterpart No. 4 of 4 — Valley County

Each Party shall execute only the original counterpart designated for that Party. Following completion of the execution process, each Party shall retain its fully executed designated original counterpart as its official original of this Agreement.

17.2.2 Each Party shall obtain all approvals necessary to authorize execution of its designated original counterpart. Upon completion of the execution process, each Party shall retain its designated original counterpart as its official original of this Agreement.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized governing bodies and authorized representatives, have caused this Agreement to be executed in the original counterparts identified herein.

Each Party represents that the individual executing this Agreement on its behalf has been duly authorized to do so by all necessary governmental or organizational action.

This Agreement shall become effective in accordance with **Article XVII** upon execution of the designated original counterpart by each Party and transmission of electronic copies of all executed original counterparts to the Designated Representatives of all Parties pursuant to Section 16.1.

Document Control Certification

This signature page forms a part of **Original Counterpart No. 4of 4** of the Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development.

SIGNATURE LINES OMITTED FOR PURPOSES OF THIS EXHIBIT