

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

This Third Restated and Amended Joint Powers Agreement and Articles of Reformation and Organization of the Community Planning Association of Southwest Idaho, a Nonprofit Association ("**Agreement**"), is entered into this 21 day of September, 2015, by and among the undersigned Public Agencies (individually, a "**Party**" and, collectively, the "**Parties**").

1. RECITALS.

1.1 WHEREAS, initially, there was that certain Amended and Restated Articles of Agreement of the Ada Planning Association, as has been amended and restated, most recently by that certain Second Restated and Amended Joint Powers Agreement and Articles of Reformation and Organization of the Community Planning Association of Southwest Idaho, a Nonprofit Association, dated February 22, 2010 (collectively, the "**JPA**");

1.2 WHEREAS, previous amendments and restatements to the JPA, among other things, reformed and restated the legal organizational agreement governing the formation, operation and name of the nonprofit association the subject of the JPA, and provided for its separate legal entity status as a nonprofit association in accordance with the provisions of Chapter 7, Title 53, Idaho Code;

1.3 WHEREAS, it is the intent and purpose of the Parties to further exercise their powers and authority jointly in accordance with the provisions of Idaho Code §§ 67-2326 through 67-2330 to further amend and restate the JPA;

1.4 WHEREAS, by the provisions of Chapter 65, Title 67, Idaho Code, the Parties have certain planning duties and responsibilities and authority, and it is recognized, depending on the Party and the authority provided to that Party by the Idaho Legislature, that all are in need of Planning Services;

1.5 WHEREAS, increasing interdependence among local governments of southwest Idaho has made it advisable to coordinate certain local government planning functions throughout the region;

1.6 WHEREAS, the Parties wish to make the most efficient use of their powers by cooperating to their mutual advantage in coordinating local government planning functions;

1.7 WHEREAS, there is a demonstrated need for a regional planning and cooperative organization in southwest Idaho to provide a forum for discussion and study of area problems of mutual interest and concern and to facilitate the development of policies, actions, and recommendations for the solution of such problems;

1.8 WHEREAS, it is the desire of the Parties that constructive and workable policies and programs for meeting the common and individual problems and concerns of the various Public Agencies within southwest Idaho will be most effectively and expeditiously developed by regular meetings of cities, counties, highway districts and other governmental subdivisions, together with other agencies and entities concerned with particular problems, in a regional, voluntary and cooperative association dedicated to the study and solution of these problems;

1.9 WHEREAS, it is the desire of the Parties to establish generalized policies and comprehensive regional plans, while concurrently providing that each member Public Agency retain the authority to adopt and implement the detailed plans within its own jurisdictional area in coordination with all of the members for the highest good of the citizens of the region; and

1.10 WHEREAS, Public Agencies in southwest Idaho have in common the responsibility for the general welfare of the public to study, discuss and recommend policies for the solution of area problems of direct concern to the performance of their constitutional and statutory powers and responsibilities, and have the right to jointly exercise these powers and responsibilities and expend public funds for these purposes.

NOW THEREFORE, in consideration of the foregoing recitals, which are a part of this Agreement and not mere recitals, and of the other considerations, purposes, terms and conditions set forth herein, the Parties covenant and agree that this Agreement further amends and restates the JPA, and supersedes and replaces the same in its entirety, as follows:

2. DEFINITIONS.

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

- 2.1 "**Ada County**" means and refers to Ada County, a Party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.2 "**Ada County Highway District**" means and refers to the Ada County Highway District, a Party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.3 "**Association**" means and refers to the Community Planning Association of Southwest Idaho, a Nonprofit Association formed pursuant to this Agreement (also referred to as "**COMPASS**").
- 2.4 "**Board**" means and refers to the Board of Directors of the Association. The Board may also be referred to in this Agreement as the "**Board of Directors.**" Members of the Board may also be referred to "**Directors**" or "**Board Members.**"

- 2.5 "**Boise**" means and refers to the City of Boise, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.6 "**Caldwell**" means and refers to the City of Caldwell, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.7 "**Canyon County**" means and refers to Canyon County, a Party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.8 "**Canyon Highway District #4**" means and refers to Canyon Highway District #4, a Party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.9 "**Countywide highway district**" means and refers to a single countywide highway district organized pursuant to Chapter 14, Title 40, Idaho Code, or any re-codifications and/or amendments of the same.
- 2.10 "**Eagle**" means and refers to the City of Eagle, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.11 "**Executive Committee**" means and refers to the Executive Committee, a standing committee appointed by the Board pursuant to Subsection 4.1.10 of this Agreement and the bylaws.
- 2.12 "**Executive Director**" means and refers to the Executive Director of the Association, as further defined in Subsection 4.1.13 of this Agreement.
- 2.13 "**Ex Officio Member**" means and means and refers to an Ex Officio Member of the Association, as further defined in Subsection 4.1.5.E of this Agreement.
- 2.14 "**Garden City**" means and refers to the City of Garden City, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.15 "**General Member**" means and refers to a General Member of the Association, as further defined in Subsection 4.1.5.C of this Agreement.
- 2.16 "**Kuna**" means and refers to the City of Kuna, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

- 2.17 "**Meridian**" means and refers to the City of Meridian, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.18 "**Middleton**" means and refers to the City of Middleton, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.19 "**Nampa**" means and refers to the City of Nampa, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.20 "**Nampa Highway District #1**" means and refers to the Nampa Highway District #1, a Party to this Agreement, which is a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.21 "**Parma**" means and refers to the City of Parma, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.22 "**Planning Services**" means and refers to coordination and planning activities such as the preparation, review and recommendation of plans, policies and programs which may include, but are not limited to air and water quality, economic development, emergency management, land use, mapping and geographic information systems, population and employment, public services, facilities and utilities, recreation, parks and open space; and transportation for any Public Agency which is entitled to those services as provided in this Agreement.
- 2.23 "**Public Agency**" means any city or governmental subdivision of the State of Idaho as defined in Idaho Code § 67-2327 or any re-codifications and/or amendments of the same.
- 2.24 "**Southwest Idaho**," as referenced in the name of the Association or elsewhere in this Agreement, means and includes the ten-county area comprised of Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington Counties.
- 2.25 "**Special Purpose Member**" means and refers to a Special Purpose Member of the Association, as further defined in Subsection 4.1.5.D of this Agreement.
- 2.26 "**Star**" means and refers to the City of Star, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.
- 2.27 "**Wilder**" means and refers to the City of Wilder, a Party to this Agreement, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

Definitions for terms herein, either as set forth in the foregoing or elsewhere in this Agreement, also apply to those same terms as they may appear in the various bylaws of the Association or a committee of the Association, unless specifically defined otherwise in said bylaws.

3. DURATION.

The term of this Agreement is perpetual unless terminated or dissolved as herein provided.

4. ARTICLES OF REFORMATION AND ORGANIZATION.

The JPA is amended and restated to provide that the Association is organized as a separate legal entity as a nonprofit association under the provisions and authority of Chapter 7, Title 53, Idaho Code¹, which is organized as follows:

4.1 The Parties, acting as the organizers of a nonprofit association under the Uniform Unincorporated Nonprofit Association Act, Chapter 7, Title 53, Idaho Code (the “Act”), adopt the following amended Articles of Organization for the Association:

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

4.1.2 Nonprofit and Unincorporated Nonprofit Association: The Association is a nonprofit association organized and existing under the Act. The Association shall also be considered an unincorporated association as defined in Idaho Code § 6-1601(6), which is organized and existing exclusively for nonprofit purposes and for the purpose of bestowing benefits upon the community at large, and no part of the net income, if any, of the Association shall be distributed to its members, directors or officers.

4.1.3 Purposes; Authority:

A. Purposes: The purposes for which the Association exists are to conduct and/or coordinate various Planning Services, activities and functions of and for the Parties, which may include the preparation, review and/or recommendation of plans, policies and programs related to planning and regulatory responsibilities for:

1. Air and water quality.
2. Economic development.
3. Emergency management.

¹Note: For purposes of Idaho Code § 53-701(1), these Articles shall also be considered rules or practices of organization.

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

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

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

C. Metropolitan Planning Organization: The Association is the single designated Metropolitan Planning Organization (MPO) for all urbanized areas within southwest Idaho and shall have the authority to carry out the metropolitan transportation planning process as required by federal transportation legislation.

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

4.1.4.1 The Association shall continue its existence but may not carry

on any activities except those appropriate to wind up and liquidate its affairs.

4.1.4.2 Dissolution of the Association does not:

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

4.1.5 Membership and Dues: The types and classes of membership and dues therefor shall be as follows:

- A. Eligibility: Only Public Agencies shall be allowed to become members of the Association; provided, however, that certain non-Public Agencies may be allowed to become members of Association committees, taskforces or work groups, as further set forth below.
- B. Establishing Membership: In order to become an Association member, a Public Agency shall submit an application to the Board which shall set forth the applicant's willingness to pay the dues assessed for that Public Agency and, in the case of application to become a General Member, that the Public Agency is willing to become a Party to this Agreement. A Public Agency then becomes an Association member by approval of the Board and the payment of the initial dues assessed and, in the case of an application to become a General Member, upon that Public Agency executing this Agreement and becoming a Party hereto.
- C. General Members: Only Public Agencies that are incorporated cities, counties, or highway districts may be "**General Members.**" There shall be various classes of General Members, as follows:

1. Class 1: General Members that are counties, General Members that are countywide highway districts, or General Members that are incorporated cities with a current population greater than 100,000 according to the most recent population estimate adopted by the Board.
 2. Class 2: General Members that are incorporated cities with a current population greater than 25,000 and less than 100,000 according to the most recent population estimate adopted by the Board.
 3. Class 3: General Members that are highway districts, or General Members that are incorporated cities with a current population of 25,000 or fewer according to the most recent population estimate adopted by the Board.
- D. Special Purpose Members: Public Agencies that do not qualify to be General Members may become “**Special Purpose Members**” upon approval by the Board. Special Purpose Members have all rights of membership except each Special Purpose Member shall be entitled to only one Board Member.
- E. Ex Officio Members: Public Agencies that do not qualify to be either General Members or Special Purpose Members may become non-voting ex officio members upon approval by the Board. Ex officio members shall have only those rights as authorized by the Board.
- F. Membership Dues: All General and Special Purpose Members shall pay dues, calculated annually by the Board, based on (i) a dues per capita (per person) rate established annually by the Board and (ii) the following population based formula:
1. General Member county dues = $(1/2 \text{ of the unincorporated county population} + 1/3 \text{ of the population from incorporated portions of the county}) \times \text{the dues per capita rate.}$
 2. General Member highway district dues = $(1/2 \text{ of the unincorporated county population within the highway district boundary} + 1/3 \text{ of the population from incorporated portions of the county within the highway district boundary}) \times \text{the dues per capita rate.}$
 3. General Member city dues = $(1/3 \text{ of each city's population within its incorporated boundaries}) \times \text{the dues per capita rate.}$

4. Special Purpose Member dues for each member are equal to one percent of the total General Member dues, rounded to the nearest hundred.

The population data used in the calculation are the population estimates for each jurisdiction developed by the Association's staff and approved by the Board annually.

- G. Disqualification from Membership for Failure to Pay Dues: Failure by an Association member to pay dues that are due and owing within 30 days after notice of delinquency from the Executive Director is cause for disqualification from membership in the Association pursuant to the bylaws.

4.1.6 Board of Directors:

- A. The business of the Association shall be managed by the Board of Directors, but only those Directors who are "**Voting Board Members**" (defined in Subsection B, immediately following) may vote. The total number of Voting Board Members shall equal the number appointed by the General and Special Purpose Members as provided in Subsection B, immediately following.
- B. The Voting Board Members are the only Directors with a right to vote on any and all questions submitted to the Board. Voting Board Members shall be appointed by the process set forth in Subsections C and D, respectively, immediately following.
- C. General Members:
1. Class 1 General Members shall each appoint three Voting Board Members.
 2. Class 2 General Members shall each appoint two Voting Board Members.
 3. Class 3 General Members shall each appoint one Voting Board Member.
 4. Voting Board Members shall be appointed by the appointing General Member and any vacancy shall be filled by the appointing General Member in a timely manner. It is strongly preferred but not required that Voting Board Members be elected officials of the General Member.
 5. Any elected official from any General Member who is not

appointed as a Voting Board Member is hereby granted non-voting ex officio membership on the Board.

D. Special Purpose Members

1. Special Purpose Members shall each appoint one Voting Board Member.
2. Voting Board Members shall be appointed by the appointing Special Purpose Member and any vacancy shall be filled by the appointing Special Purpose Member in a timely manner. It is preferred but not required that Special Purpose Voting Board Members be an elected official of the Special Purpose Member.

E. Ex Officio Members

Ex officio members are non-voting and consistent therewith, have no right to appoint Voting Board Members.

F. Alternate Board Members

1. Each General Member and each Special Purpose Member may also appoint one or more Alternate Board Member(s) to serve in the absence of its appointed Board Member(s).
2. General Members and Special Purpose Members who wish to appoint Alternate Board Members who are not elected officials must provide written notice of the appointed Alternate Board Member at least 24 hours in advance of the Board or Committee meeting at which the Alternate Board Member will serve.
3. An Alternate Board Member, duly appointed, shall have the same authority as the Board Member for whom the Alternate Board Member is serving.
4. General Members and Special Purpose Members shall provide evidence to the Executive Director of the appointment of their Board Members and any Alternate Board Member(s). The Executive Director shall keep records of all Board elections and appointments.

- G. Board Members shall serve without compensation from the Association, and shall serve at the pleasure of the appointing Association member.

H. Organization of Board of Directors:

1. The Board shall have an annual meeting at the principal office of the Association on the third Monday of December, or at such other time and/or at such other place as the Board shall announce at least 30 days in advance, for the purpose of electing officers and for the transaction of such other business as may come before the Board.
2. Notice of the annual meeting shall be given to all Board Members at least 14 days in advance of the annual meeting.

I. Quorum: Any Board meeting duly called requires a majority of the Voting Board Members to reach a quorum to transact business.

J. Committees; Standing Committees; Taskforces and Work Groups: The Board shall have authority (i) to appoint standing and special committees of the Board and (ii) to establish special taskforces and work groups composed of representatives as designated by the Board for consideration of general and specific problems assigned to it by the Board. Said representatives may be selected from the Board and other elected officials of the government entities of General and/or Special Purpose Members; the boards and commissions of the respective members; the staffs of the respective members; private groups and organizations with a particular interest in the problem; and residents of southwest Idaho.

To the extent allowed by law, members of committees and representatives on taskforces and work groups may be reimbursed for expenses incurred in the performance of their duties, in addition to such daily allowances as the Association may provide.

The Executive Committee shall have the authority to recommend representatives to serve on taskforces and work groups and the members thereof, subject to Board confirmation.

Standing committees shall continuously conduct business as necessary. Standing committees shall include at least the following:

1. Executive Committee;
2. Finance Committee; and
3. Regional Transportation Advisory Committee.

K. Open Meeting Law: All Meetings of the Board shall be governed under the provisions of the Open Meetings Law, Chapter 2, Title 74, Idaho Code, and any amendments and/or re-codification thereof.

- L. Public Records: All records of the Association shall be maintained and provided and subject to disclosure under the provisions of the Public Records Act, Chapter 1, Title 74, Idaho Code, and any amendments and/or re-codification thereof.

4.1.7 Bylaws

- A. The power to make, alter, amend or repeal the bylaws of the Association shall be vested in the Voting Board Members, and the bylaws may contain any provision for the regulation and management of the affairs of the Association not inconsistent with this Agreement and the laws of the State of Idaho. Bylaws may be adopted and amended from time to time by two-thirds vote of the Voting Board Members in attendance at a regularly scheduled meeting of the Board.
- B. The Board may create such committees, taskforces and work groups as necessary to its operations, and provide bylaws therefor as may be necessary for their operation.

4.1.9 Work Program and Budget

The Executive Director shall prepare annually a proposed Work Program and Budget for the ensuing fiscal year that shall be prepared and submitted to the Board for consideration on or before September 1 of the preceding fiscal year. The Board shall review the proposed Work Program and Budget, and, on or before the last regularly scheduled meeting of the Board in the preceding fiscal year shall approve and adopt a Work Program and Budget for the next fiscal year, which Budget shall set the dues to be assessed for all classes of members of the Association. The basis upon which the dues are calculated is set forth in Section 4.1.5.F of this Agreement.

- 4.1.10 Executive Committee: The Board shall appoint an executive committee ("**Executive Committee**") pursuant to the bylaws to act for it with respect to specifically delegated functions as established and set forth in the bylaws.
- 4.1.11 Planning Services: Each General or Special Purpose Member may request special services to be performed by the staff and/or any other employees or officers of the Association. Such services may be provided pursuant to a specific contract executed between the particular member and the Association. Assessments may be made upon those participating members that are directly benefited by the plan or project, according to said contract. The use of the employees of said participating member may be taken into consideration when determining their respective share of said

assessments.

- 4.1.12 Special Services or Projects: As each special service or project is considered for study, the Association shall determine how the study shall be financed and may recommend to the General and/or Special Purpose Members involved that they finance the study, either by supplying cash or contributed services; and if the members involved accept the recommendations, the study may proceed under the proposed financing.
- 4.1.13 Executive Director: The Board shall employ an “**Executive Director**” who shall be a non-voting ex officio member of the Board and who shall be under the direction and control of the Board. The Executive Director serves at the pleasure of the Board and may be removed at any time by a two-thirds majority vote of the Voting Board Members. The Executive Director is empowered to employ staff as authorized in the approved Work Program and Budget for the Association and within the provisions of the bylaws of the Association in accordance with the directives of the Board. The Executive Director, as is the case with all members of the Board, shall not receive any compensation for being a Board member, but shall be separately compensated for services rendered as the Executive Director.
- 4.1.14 Amendments: The power to amend this Agreement is expressly conferred upon the Voting Board Members and requires a two thirds vote of all the Voting Board Members.
- 4.1.15 Real Property Powers: The Association, upon authorization of the Board, may (i) acquire and transfer or dispose of real property or any interest therein, whether by purchase, lease, option, exchange, gift, grant, bequest, devise or otherwise, and (ii) mortgage, pledge, hypothecate or otherwise encumber or dispose of real property or any interest therein, all as subject to applicable constitutional and statutory limitations. Funds of the Association, whether from dues, fees, grants, donations or otherwise, upon authorization of the Board, may be collected, set aside and/or expended in the exercise of the foregoing powers.
- 4.1.16 Disposition upon Dissolution: Notwithstanding anything in Section 4.1.4 or elsewhere in this Agreement to the contrary, upon dissolution of the Association, any real property interest held by the Association shall be (i) transferred, subject to any contractual or legal requirements, to the association, corporation or other entity that has been designated to replace the Association, if any, or, (ii) if there is no such designated replacement entity, disposed of in the manner approved by the majority vote of the Voting Board Members as existed on the day immediately preceding the day of dissolution of the Association.

5. GENERAL PROVISIONS.

- 5.1. This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties on the subject of this Agreement, if any, whether oral or written.
- 5.2. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
- 5.3. This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 5.4. The headings and captions of this Agreement are inserted solely for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.
- 5.5. If a Member fails to appropriate sufficient funds in any fiscal year for payments due pursuant to this Agreement, this Agreement shall not be renewed for such fiscal year as to that Member and all of Member's obligations shall terminate on the last day of the last fiscal year for which payments were appropriated. Nonappropriation is grounds for nonrenewal under this Section 5.5, but is not grounds for disqualification under Section 7.2.

6. NOTICE. All notices given pursuant to this Agreement or contemplated under this Agreement shall be given by U.S. mail, e-mail, facsimile, and/or by phone and/or any other method reasonably calculated to give notice to the proper Party at the addresses accompanying each Party's signature below. Any notice so given shall be deemed delivered, given served, or received on the date personally delivered or on the date deposited in the United States mail or verified as received by e-mail or facsimile transmission. Any Party may change the address or designee to who notices shall thereafter be given upon five days prior written notice to the other Parties in the manner set forth in this section.

7. SUBSEQUENT PARTIES; DISQUALIFICATION OF A PARTY.

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

7.2 Disqualification: An Association member who is disqualified from membership in the Association for failure to pay dues or otherwise, shall be stricken automatically from being a Party to this Agreement without the need for formal amendment to this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

ADA COUNTY
200 W. Front Street
Boise ID 83702

By: 
Chairperson

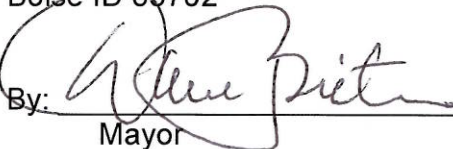
Dated: 9/21/15

ADA COUNTY HIGHWAY DISTRICT
3775 Adams Street
Garden City, ID 83714

By: 
President

Dated: Sept 21, 2015

CITY OF BOISE
150 N. Capitol Blvd.
Boise ID 83702

By: 
Mayor

Dated: 9/21/15

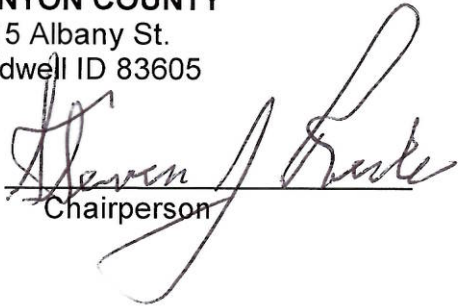
CITY OF CALDWELL
411 Blaine St.
PO Box 1179
Caldwell ID 83606

By: 
Mayor

Dated: 9/21/15

CANYON COUNTY

1115 Albany St.
Caldwell ID 83605

By: 
Chairperson

Dated: 9/21/2015

CANYON HIGHWAY DISTRICT #4

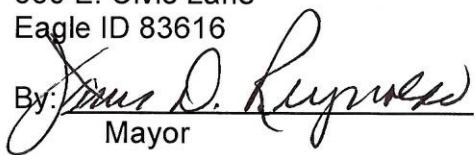
15435 Hwy 44
Caldwell ID 83607

By: 
Chairperson

Dated: 10/09/15

CITY OF EAGLE

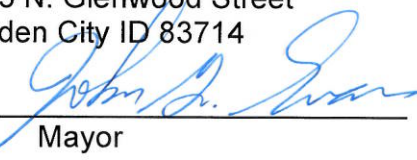
660 E. Civic Lane
Eagle ID 83616

By: 
Mayor

Dated: 9-21-15

CITY OF GARDEN CITY


6015 N. Glenwood Street
Garden City ID 83714

By: 
Mayor

Dated: 9-21-2015

CITY OF KUNA


763 W. Avalon
Kuna ID 83634

By: 
Mayor

Dated: 9/28/15

CITY OF MERIDIAN

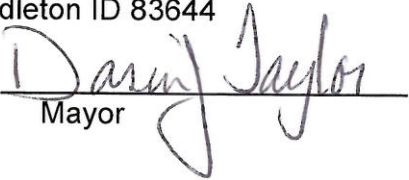
33 E. Broadway
Meridian ID 83642

By: 
Mayor

Dated: Sept. 23, 2015

CITY OF MIDDLETON

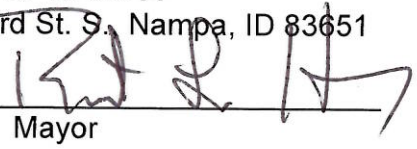
6 North Dewey Avenue
Middleton ID 83644

By: 
Mayor

Dated: Sept. 21, 2015

CITY OF NAMPA

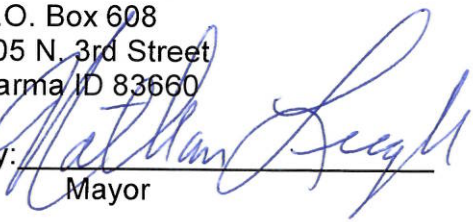
~~414~~ 3rd St. S. Nampa, ID 83651

By: 
Mayor

Dated: SEPT. 21, 2015

CITY OF PARMA


P.O. Box 608
305 N. 3rd Street
Parma ID 83660

By: 
Mayor

Dated: Sep 21, 2015

CITY OF STAR

10769 West State Street
Star ID 83669


By: 
Mayor

Dated: Oct. 14, 2015

CITY OF WILDER

219 Third Street

Wilder ID 83676

By: 
Mayor

Dated: 30 Sept 2015

CITY OF NOTUS

375 Notus Road

Notus, ID 83656

By: David Kutzfeld
Mayor

Dated: 10/26/2016

CITY OF MELBA

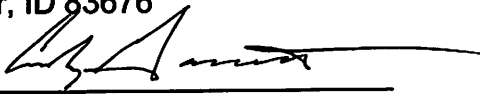
401 Carrie Rex Avenue

Melba, ID 83641

By: *Marta Lutter*
Mayor

Dated: 12-12-16

GOLDEN GATE HIGHWAY DISTRICT No. 3
500 Golden Gate Avenue
Wilder, ID 83676

By: 
Chairman

Dated: 11-23-16