

FORM OF AUTHORIZING RESOLUTION NO. 02-08

BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, IDAHO:

A RESOLUTION OF THE GOVERNING BODY OF CLARK COUNTY, IDAHO, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE MUNICIPAL REAL ESTATE LEASE FOR A FIVE COUNTY JUVENILE DETENTION CENTER; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, CLARK COUNTY, IDAHO (the "Lessee"), a body politic and corporate duly organized and existing as a county and political subdivision of the State of Idaho, is authorized by the laws of the State of Idaho, to lease property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires, along with four other counties, to provide for construction of a Five County Detention and Youth Rehabilitation Center (the "Project") to lease property and make improvements on it for the Lessee to perform essential governmental functions of providing for juvenile detention and youth rehabilitation; and

WHEREAS, in order to lease such property and improvements, the Lessee proposes to enter into that certain Municipal Real Estate Lease Purchase Agreement (the "Agreement") and related documents from time to time provided in the Agreement with Wells Fargo Brokerage Services, LLC (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the related documents as provided in the Agreement on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of CLARK COUNTY, IDAHO as follows:

**Section 1. Approval of Documents.** The form, terms and provisions of the Agreement and the related documents as provided in the Agreement are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board of Comm. of the Lessee, the execution of such documents being conclusive evidence of such approval; and the Board of Comm. of the Lessee is hereby authorized and directed to execute the Agreement and all related documents and to deliver the Agreement and all related documents (including Exhibits) to the respective parties thereto.

**Section 2. Other Actions Authorized.** The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby (including without limitation the execution and delivery of Acceptance Certificates, IRS Forms and any tax certificate and agreement and all other documents as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

**Section 3. No Liability Beyond the Fiscal Year of the County and the Revenues of the Facility.** Nothing contained in this Resolution, the Agreement any related document or any other Instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any related documents or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, beyond the revenues of the Project, funds appropriated by the Lessee for any fiscal year. It is intended that the Agreement not create any liability of Lessee exceeding the income and revenue provided for it during the then current fiscal year of Lessee.

**Section 4. Appointment of Authorized Lessee Representatives.** The <sup>Chairman,</sup> Gregory Shenton and Member, Ted Edwards of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and all related documents until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and all related documents.

**Section 5. Qualified Tax-Exempt Obligation.** The Lessee hereby represents that the Lessee (including all "subordinate entities" of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the 2002 calendar year obligations (including without limitation all bonds and leases) bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.00. Pursuant to Section 265(b)(3) of the Code, the Lessee hereby specifically designates the obligations under the Agreement as a "qualified tax-exempt obligation" with the meaning of Section 265(b)(3)(B) of the Code.

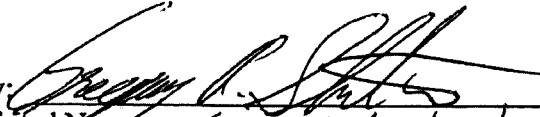
**Section 6. Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

**Section 7. Repealer.** All orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any order, resolution or ordinance or part thereof.


**Section 8. Effective Date.** This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 8 day of ~~June~~, 2002.  
July

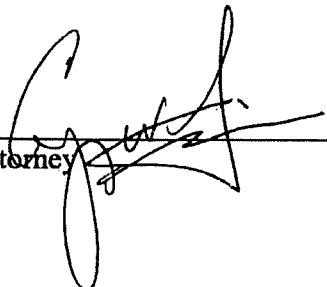
**LESSEE: CLARK COUNTY, IDAHO**

By:   
Printed Name: GREGORY A. SHENTON  
Title: Chairman of the Board

ATTEST:

By:   
Printed Name: \_\_\_\_\_  
Title: Clerk

APPROVED as to form:

  
Attorney \_\_\_\_\_