

ADDENDUM NO. 22

TO AGREEMENT FOR CITY PROSECUTOR/CRIMINAL LEGAL SERVICES DATED NOVEMBER 1, 2002

THIS ADDENDUM No. 22 is entered into this ____ day of September 2024, by and between the City of Meridian (hereinafter "Meridian") and the City of Boise (hereinafter "Boise") to amend and extend the Agreement for City Prosecutor/Criminal Legal Services dated November 1, 2002 ("Agreement").

RECITALS

WHEREAS, on November 1, 2002, Meridian and Boise entered into the Agreement for Boise to provide certain legal services to Meridian; and

WHEREAS, the Agreement was extended and modified by Addendums approved in fiscal years 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024; and

WHEREAS, Meridian and Boise desire to extend the term of the Agreement for an additional one (1) year term, and modify terms of the Agreement regarding payment;

NOW THEREFORE, in consideration of the foregoing, Meridian and Boise agree to amend the Agreement as follows:

AGREEMENT

1. Section 4 of the Agreement is hereby modified to read as follows:

4. PAYMENT FOR SERVICES. Meridian agrees to pay Boise for the services rendered pursuant to the terms of this Agreement as follows:

- 4.1. As compensation for all Primary Legal Services, including out-of-pocket expenses incurred by Boise in performing the Primary Legal Services, Meridian shall pay Boise the total sum of eight hundred nine thousand and one hundred forty-five dollars and eighty cents (\$809,145.80) annually, in monthly installments of sixty-seven thousand four hundred and twenty-eight dollars and eighty-two cents (\$67,428.82).
- 4.2. Meridian shall pay monthly installments for Primary Legal Services on or before the 20th day of the month following the provision of such services.
- 4.3. In the event, and upon Meridian's request, Boise provides legal services beyond the Primary Legal Services set forth in this Agreement, Boise shall provide Meridian with a monthly itemized invoice for such services. Provided Meridian receives the invoice by the 5th of the month, Meridian shall remit payment to Boise on or before the first business day of the following month.

2. In accordance with Section 9 of the Agreement, Section 5 of the Agreement is amended as follows:

TERM. The term of this Agreement is renewed and extended to continue to September 30,

2025, the end of Meridian's FY25 fiscal year, subject to renewal or extension as set forth in this Agreement.

3. Except as modified by this Addendum No. 22, the original Agreement for the City Prosecutor/Criminal Legal Services between the City of Meridian and the City of Boise dated November 1, 2002, which incorporates Addendums Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 shall remain in full force and effect.

IT IS SO AGREED.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 22 on this ____ day of September 2024.

CITY OF MERIDIAN

BY: _____
Mayor Robert Simison

ATTEST:

BY: _____
Chris Johnson, City Clerk

CITY OF BOISE

BY: _____
Mayor Lauren McLean

ATTEST:

BY: _____
Jamie Heinzerling, City Clerk