

FIRST AMENDMENT OF
INTERAGENCY AGREEMENT FOR:
WATER AND STREETLIGHT CONSTRUCTION/ ROADWAY CONSTRUCTION
USTICK ROAD, PHYLLIS CANAL TO OWYHEE STORM WIDENING
PWST250008
MERIDIAN PROJECT NO. 11419

This FIRST AMENDMENT ("First Amendment") is made and entered into this ____ day of _____, 2025, by and between the CITY OF NAMPA, a municipality organized under the laws of the State of Idaho ("NAMPA"), and the CITY OF MERIDIAN, a municipal corporation organized under the laws of the State of Idaho ("MERIDIAN"), regarding MERIDIAN Project No. 11419.

WHEREAS, on April 15, 2025, NAMPA and MERIDIAN entered into an agreement entitled *Interagency Agreement for: Water and Streetlight Construction/ Roadway Construction Ustick Road, Phyllis Canal To Owyhee Storm Widening PWST250008 Meridian project no. 11419* ("April 15, 2025 Agreement"); and

WHEREAS, following completion of the bid process and additional commitments for payment of streetlight infrastructure from the Ada County Highway District ("ACHD"), the amount owed from MERIDIAN to NAMPA under the April 15, 2025 Agreement, and the infrastructure included, requires adjustment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the Parties hereto agree as follows:

- A. **Term modified.** Section 1(c) of the April 15, 2025 Agreement shall be modified to read as follows:
- c. Within thirty (30) days of receiving NAMPA's invoice, MERIDIAN shall pay to NAMPA the sum of \$657,422.80, which is 105% of the bid amount (\$626,136.00) of the MERIDIAN Infrastructure to be incorporated into NAMPA's PROJECT. In addition to water infrastructure, the foregoing cost includes overhead, benefits, project administration costs (public advertisement of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, maintaining construction project files), general construction project oversight, mobilization, traffic control, flagging, detours and weekly meetings.
- B. **No Additional Provisions.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original April 15, 2025 Agreement shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the April 15, 2025 Agreement or this amendment thereto.

IN WITNESS HEREOF, the parties hereto have executed this First Amendment on the day and year herein first written.

ATTEST:	CITY OF NAMPA
By:	By:
Charlene Tim City Clerk	Deborah Kling Mayor
ATTEST:	CITY OF MERIDIAN
By:	By:
Chris Johnson City Clerk	Robert E. Simison Mayor

STATE OF IDAHO)
): ss
County of Canyon)

On this ____ day of _____, 2025, before me, a Notary Public, personally appeared **Deborah Kling** and **Charlene Tim**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Nampa, who executed this instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
): ss
County of Ada)

On this ____ day of _____, 2025, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed this instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____