

**AMENDMENT NO. 1
TO INTERAGENCY AGREEMENT FOR ROADWAY CONSTRUCTION/WATER AND
SEWER CONSTRUCTION
USTICK RD, TEN MILE RD TO LINDER RD
ACHD PROJECT NO. 521052**

This Amendment to the Interagency Agreement for Roadway Construction/Water and Sewer Construction, Ustick Rd, Ten Mile Rd to Linder Rd (the “Amendment”) is made and entered into effective _____ day of January, 2026 by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho (“DISTRICT” or “ACHD”) and the CITY OF MERIDIAN, a municipal corporation organized under the laws of the State of Idaho (“MERIDIAN” or “CITY”). ACHD and MERIDIAN may be referred to individually as a “Party” or collectively as “Parties” throughout this Amendment.

RECITALS

WHEREAS ACHD is a single county-wide highway district organized and existing under the laws of the State of Idaho, with exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way in Ada County;

WHEREAS, CITY is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with jurisdiction, authority and police power to regulate and control municipal activities within the City;

WHEREAS on August 12, 2025, the Parties entered an Interagency Agreement for Roadway Construction/Water and Sewer Construction, Ustick Rd, Ten Mile Rd to Linder Rd (“Agreement”) providing for a cooperative effort to incorporate into the DISTRICT’s road construction projects know as Ustick Rd., Ten Mile Rd to Linder Rd, ACHD Project No. 521052 (“Project”) certain modifications or improvements to CITY owned facilities, including constructing new water and sewer main, installing a water valve, rehabilitation existing sewer main, adjusting water valve boxes and covers and the sewer manholes to grade, and correction potable/non-potable spacing issues (collectively, “City Water and Sewer Improvements”) as detailed in Project, to be constructed pursuant to a separately-executed agreement between DISTRICT and the selected Contractor (“Contract”); and

WHEREAS Section 2. f. of the Agreement states that the CITY shall reimburse DISTRICT for mobilization, traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of MERIDIAN’s project costs as they relate to the total Project construction costs.

WHEREAS the Parties now desire to amend the Agreement to allow for reimbursement payments pursuant to the terms of this Amendment No. 1 (“Amendment”).

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals, which are incorporated in this Amendment, and in consideration of the premises and the agreement hereinafter contained, ACHD and CITY agree as follows:

SECTION 1. Definitions. All capitalized terms in this Amendment that are not defined herein shall have the same meaning ascribed to them in the Agreement.

SECTION 2. Recitals. The recitals above are incorporated into the body of this Amendment.

SECTION 3. Amendment to Payment of Reimbursable Project Costs. The following is added to Section 2 (f) as follows:

Reimburse DISTRICT for traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of MERIDIAN's project costs as they relate to the total project construction costs.

SECTION 4. Amendment No. 1 of the Interagency Agreement. The Agreement, except as modified by this Amendment to the Agreement, shall remain in full force and effect.

SECTION 5. Miscellaneous.

5.1 Binding Effect.

This Amendment to the Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5.2 Attorneys' Fees.

Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any provisions of the Amendment No. 1 to the Cooperative Development Agreement or the Cooperative Development Agreement to protect its interests in any matter arising under these agreements, or to recover damages for the breach of these agreements, or to resolve any disagreement in interpretation of these agreements, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection with and in connection with any appeal, and the same may be included in such judgment.

5.3 Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CITY OF MERIDIAN:

By: _____
Name: Robert E. Simison
Its: Mayor

ADA COUNTY HIGHWAY DISTRICT

By: _____
Name: Miranda Gold
Its: President, Board of Commissioners