

**SECOND ADDENDUM
to INTERAGENCY GOVERNMENTAL AGREEMENT
FOR WAIVER OF COSTS AND FEES**

This SECOND ADDENDUM TO INTERAGENCY GOVERNMENTAL AGREEMENT FOR WAIVER OF COSTS AND FEES (“Second Addendum”) is made this _____ day of _____, 2024, by and between West Ada School District, an Idaho public school district and body politic and corporate of the State of Idaho (“District”) and the City of Meridian, an Idaho municipal corporation (“City”) (collectively, “Parties”).

WHEREAS, District and City entered into an Interagency Governmental Agreement for Waiver of Costs and Fees on November 6, 2019 (“November 6, 2019 Agreement”) and a First Addendum to Interagency Governmental Agreement for Waiver of Costs and Fees on May 11, 2021 (“First Addendum of May 11, 2021”); and

WHEREAS, District and City are mutually interested in utilizing all aspects provided by Idaho Code with regard to Intergovernmental Agency relationships, including but not limited to Section 67-2322, Idaho Code;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and District agree as follows:

- I. **Previous Section 3.** Section 3 of the November 6, 2019 Agreement and First Addendum of May 11, 2021 shall be renumbered to be Section 4, throughout, including internal reference to Section 3.2 contained in subsection 3.2 renumbered to Section 4.2, with such other terms of new Section 4 remaining as originally stated when identified in Section 3 of the November 6, 2019 Agreement and First Addendum of May 11, 2021.
- II. **New Section 3.** A new Section 3 shall be added to the November 6, 2019 Agreement and First Addendum of May 11, 2021 which shall state as follows:

SECTION 3
COLLABORATION REGARDING REAL AND PERSONAL
PROPERTY MATTERS IN THE BEST INTEREST OF THE PUBLIC

3.1 Collaboration. During the period of this Agreement, pursuant to Section 67-2322, Idaho Code, the Parties shall retain the power to

convey or transfer real or personal property between the Parties, with or without consideration, when such transfer or conveyance is believed to be in the best interest of the community members of the City of Meridian and of the West Ada School District.

III. Previous Section 4. Section 4 of the November 6, 2019 Agreement and First Addendum of May 11, 2021 shall be renumbered to Section 5, throughout, including renumbering of subsections of Section 4 to be renumbered as subsections of new Section 5.

IV. NOVEMBER 6, 2019 AGREEMENT and FIRST ADDENDUM OF MAY 11, 2021 FULLY IN EFFECT. The intent and effect of this Second Addendum is to expand the original scope of the November 6, 2019 Intergovernmental Agreement and First Addendum of May 11, 2021 to include collaboration regarding real and personal property matters. Except as expressly set forth herein, this Second Addendum does not otherwise modify or alter any term or condition of the November 6, 2019 Agreement and/or First Addendum of May 11, 2021 in any way. The November 6, 2019 Agreement and First Addendum of May 11, 2021 remain in full effect, and all terms and conditions thereof are incorporated in this Second Addendum as though fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum on the Effective Date written above.

WEST ADA SCHOOL DISTRICT:

Jonathan Gillen, Chief Financial Officer

Date

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Date

Attest: Chris Johnson, City Clerk