

# ADDENDUM NO. 19

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

**THIS ADDENDUM No. 19** is entered into this 13th day of July 2021, 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 prosecutorial services to Meridian; and

**WHEREAS**, the Agreement was extended and modified by Addendums approved in 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021; 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, services provided, and notice,

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

### AGREEMENT

1. Section 2.3 of the Agreement (“Primary Legal Services”) is amended to read as follows:

The term “**PRIMARY LEGAL SERVICES**” includes the following:

#### **2.3.1 Primary prosecutorial legal services:**

- Prosecutorial screening of police-generated misdemeanor reports and citations routed for review.
- Timely filing decisions and notification to Meridian Police Department upon request.
- Prosecution of infractions and misdemeanors occurring within Meridian City limits or pursuant to a Memorandum of Understanding between the Meridian Police Department and the Boise Police Department.
- Coverage of additional caseloads in any new criminal courtrooms assigned by the Trial Court Administrator.

#### **2.3.2 Primary civil legal advice and guidance to the Meridian Chief of Police and Meridian Police Department:**

- Access to the Police Advice Team for immediate legal assistance 24 hours a day, 7 days a week, through cell phone and/or computer.
- Assistance with procuring misdemeanor arrest or search warrants.

- Twelve hours per week of on-site legal/paralegal services, or as otherwise mutually agreed upon.
- Routine review and approval of Meridian Police Department's public records requests and property/weapons dispositions.
- Legal training for Block Training, Advanced Academy, and POST, as mutually agreed upon.
- Regular legal bulletins, including updates regarding Idaho, Ninth Circuit, and U.S. Supreme Court case law.

2. Section 3 of the Agreement is modified to read as follows:

**SERVICES PROVIDED BY BOISE.** Pursuant to the terms of this Agreement, the Boise City Attorney's Office agrees to provide the Primary Legal Services set forth in Section 2.3 of the Agreement to the City of Meridian for a flat annual fee, billed in monthly installments, as provided in Section 4 of the Agreement.

3. 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 six hundred forty-three thousand ninety dollars and sixty-eight cents (\$643,090.68) annually, in monthly installments of fifty-three thousand five hundred ninety dollars and eighty-nine cents (\$53,590.89).
- 4.2. Meridian shall pay monthly installments for Primary Legal Services on or before the 20<sup>th</sup> day of the month following the provision of such services.
- 4.3. In the event, and 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 5<sup>th</sup> of the month, Meridian shall remit payment to Boise on or before the first business of the following month.

4. 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, 2022, the end of Meridian's FY22 fiscal year, subject to renewal or extension as set forth in this Agreement.

5. Section 11.4 of the Agreement is modified and amended to provide that any notice to Meridian shall be addressed to:

Mayor, City of Meridian  
 Meridian City Hall  
 33 E. Broadway Ave.  
 Meridian, ID 83642

6. Except as modified by this Addendum No. 18, 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 and 18 shall remain in full force and effect.

**IT IS SO AGREED.**

**IN WITNESS WHEREOF**, the parties have executed this Addendum No. 19 on this 13th day of July 2021.

**CITY OF MERIDIAN**

BY: \_\_\_\_\_  
Mayor Robert Simison

ATTEST:

BY: \_\_\_\_\_  
Chris Johnson, City Clerk

**CITY OF BOISE**

BY: Lauren McLean 7/13/21  
Mayor Lauren McLean

ATTEST:

BY: Lynda Lowry 7/13/21  
Lynda Lowry, Ex-Officio City Clerk

