

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

THIS INTERAGENCY AGREEMENT FOR WATER AND STREETLIGHT CONSTRUCTION/ ROADWAY CONSTRUCTION ("Agreement") is made and entered into this 1st 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, NAMPA is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way within the City of Nampa; and

WHEREAS, both NAMPA and MERIDIAN are municipal corporations 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 their respective cities; and

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, MERIDIAN and NAMPA desire to undertake a cooperative effort to incorporate MERIDIAN's water and streetlight infrastructure (collectively, "MERIDIAN Infrastructure") into NAMPA's construction project known as USTICK ROAD, PHYLLIS CANAL TO OWYHEE STORM WIDENING ("PROJECT"); and

WHEREAS, MERIDIAN Infrastructure will be located in Ada County Highway District (ACHD) owned facilities on Ustick Road; and

WHEREAS, NAMPA is willing to accommodate MERIDIAN's request to include construction of MERIDIAN Infrastructure and incorporate the MERIDIAN Infrastructure plans and specifications into the PROJECT, subject to the terms, conditions and obligations set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. MERIDIAN'S RESPONSIBILITIES:

MERIDIAN shall:

- a. Prepare Plans, Specifications, and an Estimate detailing MERIDIAN Infrastructure to be incorporated into PROJECT, in conformance with the 2020 edition of the Idaho Standards for Public Works Construction (ISPWC) and the most current MERIDIAN Supplemental Specifications to the ISPWC.
- b. Deliver final ready for construction Plans, Specifications, and Estimate, described above, to the reasonable satisfaction of NAMPA, no later than February 11, 2025.
- c. Prior to Nampa bidding the PROJECT, or within thirty (30) days of the effective date hereof, whichever is later, pay to NAMPA the sum of \$741,300.00 which is 105% of the estimated cost (\$706,000.00) of the MERIDIAN Infrastructure to be incorporated into NAMPA's PROJECT. In addition to water and streetlight infrastructure, the foregoing estimated 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.
- d. Identify and provide to NAMPA contact information for a project manager whose responsibility is to administer the review, inspection and acceptance of MERIDIAN Infrastructure on behalf of MERIDIAN.
- e. Review and approve contract submittals pertinent to the installation and acceptance of MERIDIAN Infrastructure, which approval shall not unreasonably be withheld, conditioned, or delayed.
- f. Timely inspect and accept, which approval shall not unreasonably be withheld, conditioned, or delayed, MERIDIAN Infrastructure installed contemporaneously with NAMPA roadway construction.
- g. Provide timely review and written concurrence or rejection of contract changes solely related to MERIDIAN Infrastructure work.
- h. Prepare final acceptance letter prior to authorization of final progress payment for MERIDIAN Infrastructure work.
- i. Review and approve monthly pay applications submitted by contractor prior to payment by NAMPA, which approval shall not unreasonably be withheld, conditioned, or delayed.
- j. Issue final acceptance of the MERIDIAN Infrastructure work.

2. NAMPA'S RESPONSIBILITIES:

NAMPA shall:

- a. Incorporate MERIDIAN Infrastructure into the PROJECT. Nampa will advertise, bid, and administer the construction contract in accordance with all applicable laws, including all laws applicable to procurement and public works contracts.
- b. MERIDIAN Infrastructure work will be bid as integral to the PROJECT. If the bid aggregate sum of MERIDIAN Infrastructure work exceeds 110% of the Engineer's Estimate, NAMPA will obtain written approval from MERIDIAN prior to award of the contract.
- c. Secure in its contract with the contractor and in performance bond terms the right to assign to MERIDIAN its rights under each instrument. NAMPA shall provide to MERIDIAN proof of such provisions prior to notice to proceed.
- d. Coordinate with MERIDIAN should any changes be made to MERIDIAN's portion of the work.
- e. Make monthly progress payments and the final payment to the Contractor for MERIDIAN's Infrastructure work pursuant to MERIDIAN's interim and final authorization to pay.
- f. Once MERIDIAN's infrastructure work is completed and accepted, NAMPA and MERIDIAN will reconcile actual MERIDIAN expenditures. MERIDIAN will pay NAMPA for MERIDIAN expenditures in excess of this agreement within 60 days of final reconciliation; NAMPA will refund to MERIDIAN any surplus funding within 60 calendar days of this final reconciliation.

3. LIMITATION OF NAMPA'S LIABILITY; RIGHT OF ASSIGNMENT

NAMPA does not intend to incur any liability for the work performed by the contractor selected to complete the Project, including, without limitation, liability for injury to persons or property, liability associated with the workmanship, means, or methods of the contractor, or liability associated with the conformity of the work done with MERIDIAN's plans. The Parties acknowledge that the contractor selected to complete the work outlined in this agreement shall remain solely responsible for the construction and completion thereof. In the event a dispute arises between MERIDIAN and NAMPA as to the quality of the work or the conformity of the work to the plans provided by MERIDIAN to NAMPA (as required by Section 1(a) and/or 1(b), above), NAMPA shall have the right to assign its rights and remedies under said agreement with the contractor, including warranty and access to the performance bond, to MERIDIAN, in which event MERIDIAN shall then be solely responsible for pursuing any claims for defects, deviations, warranty work, or otherwise against the contractor.



4. THE PARTIES HERETO FURTHER AGREE THAT:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.

- b. NAMPA shall obtain MERIDIAN'S approval prior to commencement of any change order work involving the MERIDIAN'S Infrastructure.
- c. Prior to commencement of work by the Contractor, the parties will, together with the Contractor, inspect within the entire Project Boundaries for the purpose of reviewing the Project to locate any unstable areas and to resolve any items of concern or misunderstanding.
- d. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- e. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- f. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- g. Any action at law, suit in equity, arbitration, or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Canyon.
- h. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- i. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution. The parties are governmental entities, and the validity of this Agreement is based upon the availability of public funding under the authority of each Party's respective statutory mandates. _Notwithstanding anything in this Agreement to the contrary, each Party's obligations to the other under this Agreement shall be subject to and dependent upon appropriations being made by their respective city councils for such purpose.
- j. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- k. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.
- l. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

- m. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- n. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by both Parties.
- o. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and both of which together shall constitute a fully executed agreement.
- p. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- q. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- r. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.
- s. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement 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
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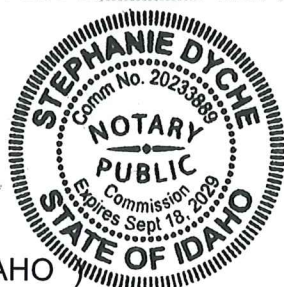
STATE OF IDAHO)

): ss

County of Canyon)

On this 19th day of March, 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.



Stephanie Dyche

Notary Public for Idaho

Residing at Nampa, Idaho

My Commission Expires: 09/18/2029

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: _____