

ADDENDUM NO. 21

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

THIS ADDENDUM No. 21 is entered into this 12th day of September 2023, 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 legal services to Meridian; and

WHEREAS, the Agreement was extended and modified by Addendums approved in fiscal years 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023; 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 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.
- Access to the On-Call Warrant Team for procurement of arrest or search warrants 24 hours a day, seven days a week.

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

- Legal training for Block Training, Advanced Academy, and POST, as mutually agreed upon.
- Regular (generally monthly) case law updates including Idaho, Ninth Circuit, and U.S. Supreme Court.

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 seven hundred eighty-four thousand and fifty-six dollars (\$784,056.00) annually, in monthly installments of sixty-five thousand three hundred and thirty-eight dollars (\$65,338.00).
- 4.2. Meridian shall pay monthly installments for Primary Legal Services on or before the 20th 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 5th 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, 2024, the end of Meridian's FY24 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. 21, 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, 18, 19, and 20 shall remain in full force and effect.

IT IS SO AGREED.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 21 on this _____ day of _____ 2023.

CITY OF MERIDIAN

BY: _____
Mayor Robert Simison

ATTEST:

BY: _____
Chris Johnson, City Clerk

CITY OF BOISE

BY: *Lauren McLean*
Mayor Lauren McLean 9/12/2023

ATTEST:

BY: *Lynda Lowry*
Lynda Lowry, Ex-Officio City Clerk 9/12/2023

