EXHIBIT A

ADDENDUM NO. 18 TO AGREEMENT FOR CITY PROSECUTOR/CRIMINAL LEGAL SERVICES DATED NOVEMBER 1, 2002

THIS ADDENDUM No. 18 is entered into the <u>18th</u> day of <u>August</u> 2020, by and between the City of Meridian (hereinafter "Meridian") and the City of Boise (hereinafter "Boise") for the purpose of amending and extending the Agreement for City Prosecutor/Criminal Legal Services dated November 1, 2002.

WHEREAS, on November 1, 2002, Meridian and Boise entered into an 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 and 2020; and

WHEREAS, Meridian and Boise desire to modify certain terms of the Agreement related to the amount of payment; and

WHEREAS, Meridian and Boise desire to extend the Agreement as modified for an additional one (1) year term.

NOW THEREFORE, in consideration of the foregoing, Meridian and Boise agree to amend that certain Agreement for City Prosecutor/Criminal Legal Services dated November 1, 2002, as follows:

- 1. That 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 forty-seven thousand seven hundred seventeen dollars and 45/100ths (\$47,717.45) per month, for an annual total cost of five hundred seventy-two thousand six hundred and nine dollars and 40/100ths (\$572,609.40).
 - 4.1.1 Payment of Primary Legal Services shall be paid by Meridian to Boise on or before the 20th day of the following month.
 - 4.1.2 Boise shall provide Meridian with a monthly itemized invoice of all legal services performed at the request of Meridian beyond the Primary Legal Services (including all out-of-pocket expenses). Provided the invoice is received by the 5th of the month, Meridian shall remit payment to Boise by the first business day of the following month.
- 2. That Section 9 of the Agreement is hereby modified to read as follows:

<u>POSSIBLE EXTENSION OF TERM OF AGREEMENT</u>: The parties mutually agree to renew or extend the term of this Agreement, as provided in the Contract Extension FY -2021, attached hereto as Exhibit B.

3. 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 and 17 shall remain in full force and effect.

IT IS SO AGREED.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 18 on this <u>18th</u> day of <u>August</u> 2020.

CITY OF MERIDIAN

BY: _____

Mayor Robert Simison

ATTEST:

BY:

Chris Johnson, City Clerk

CITY OF BOISE

8/18/20

Mayor Lauren McLean



ATTEST:

<u>8/</u>18/20 BY da Lowry, Ex-Officio City Clerk