

**AGREEMENT BETWEEN CITY OF MERIDIAN  
AND ADA COUNTY HIGHWAY DISTRICT FOR USE OF  
IDAHO TRANSPORTATION DEPARTMENT FY24 STRATEGIC INITIATIVES  
LOCAL TRANSPORTATION GRANT FUNDS**

This AGREEMENT BETWEEN CITY OF MERIDIAN AND ADA COUNTY HIGHWAY DISTRICT FOR USE OF IDAHO TRANSPORTATION DEPARTMENT FY24 STRATEGIC INITIATIVES LOCAL TRANSPORTATION GRANT FUNDS (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Ada County Highway District, a highway district organized under the laws of the state of Idaho (“ACHD”).

**WHEREAS**, the 2023 Idaho Legislature appropriated to the Idaho Transportation Department (“ITD”) one hundred million dollars (\$100,000,000) to be used to mitigate the impacts of adding new connections of state highways to interstate highways, a portion of which ITD used to create the Strategic Initiatives Local Transportation Grant Program (“Program”);

**WHEREAS**, City has received Program grant funds in the amount of \$4,305,388.70 (“Funds”) for the purpose of offsetting costs of construction of the Linder Road Overpass (“Project”), and, on April 2, 2024, City and ITD executed a Memorandum of Understanding, a copy of which is attached as *Exhibit A*, establishing the terms and conditions of City’s use of the Funds (“MOU”); and

**WHEREAS**, ACHD has completed plans for the improvement of the intersection of Overland Road and Linder Road, a copy of which plans are attached as *Exhibit B*, for purposes that include establishing an approach to the future Linder Road Overpass from local roads (“Intersection”) and acquiring right of way needed for the Project, and City and ACHD wish to enter into a cooperative agreement for the investment of the Funds toward these components of the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. STATEMENT OF WORK**

**A. Use of Funds.** ACHD shall use the Funds, in an amount not to exceed four million, three hundred and five thousand, three hundred and eighty-eight dollars and seventy cents (\$4,305,388.70), for the purpose of constructing Intersection in general conformance with the plans attached as *Exhibit B* (“Project”). ACHD shall use any remaining funds for the acquisition of the needed right of way for the Project. ACHD will be responsible for construction oversight and project administration, to include administering the Funds in a manner consistent with this Agreement, the MOU between City and ITD, and the terms and conditions of ITD’s award of the Funds to City.

**B. Time of performance.** ACHD’s services under this Agreement shall start on the

Effective Date and shall be complete by December 31, 2026.

## II. ACHD'S ADMINISTRATIVE REQUIREMENTS

- A. Project initiation.** By August 1, 2024, ACHD shall provide to City each and all of the following, as pertains to the Intersection:
1. Construction-ready plans and a construction schedule.
  2. Right of way plans showing parcels to be acquired with the Funds.
  3. "Before" photos depicting the Overland Road/Linder Road overpass prior to the improvements.
  4. An invoice in the amount of four million, three hundred and five thousand, three hundred and eighty-eight dollars and seventy cents (\$4,305,388.70).
- B. Quarterly progress reports.** By the fifth day of the month, every three months from the Effective Date through Closeout, ACHD shall provide to City a quarterly progress report regarding the Intersection, to include a spreadsheet or tracking report listing invoices to which Funds were applied.
- C. Project closeout.** By December 31, 2026, ACHD shall provide to City each and all of the following, as pertains to the Intersection:
1. A final written report.
  2. A detailed accounting of costs associated with the Intersection.
  3. "After" photos depicting the Overland Road/Linder Road overpass following construction of the improvements.
  4. A check in the amount of any and all unspent funds provided to ACHD by City pursuant to this Agreement.
- ACHD's obligations to City under this Agreement shall not end until all closeout requirements are completed. The terms of this Agreement shall remain in effect during any period that ACHD has control over the Funds.
- D. Records.** ACHD shall provide to City all requested information or records related to the Intersection, and otherwise assist with responding to public records requests and/or media inquiries related to the expenditure of the Funds.
- E. Compliance with laws.** In the construction of the intersection using the Funds, ACHD shall follow ACHD's policies and all applicable state laws governing the expenditures of state funds and advertising, bidding and award of contracts.

## III. PAYMENT PROCEDURES.

- A. Payment timeline.** City shall pay ACHD within thirty (30) days of ACHD's submission of the documents enumerated in section II.A of this Agreement, City shall remit payment to ACHD in the amount of four million, three hundred and five thousand, three hundred and eighty-eight dollars and seventy cents (\$4,305,388.70).

- B. Payment Procedures.** City will pay ACHD Funds available under this Agreement in accordance with the terms of this Agreement, the Program, and City policy. Payment shall not exceed the amount of Funds actually received by City from ITD, actual expenses incurred by ACHD, or the amount specified in this Agreement. City may adjust payments in accordance with Fund balances available to City. City reserves the right to withhold funds available under this Agreement for any costs incurred by City on behalf of ACHD.
- C. Compliance with procurement policies.** ACHD shall follow State procurement rules for advertising, bidding, and award of contracts, and shall maintain records of all bidding and related documents, including records of all purchases made with funds provided hereunder.
- D. Records to be maintained.** In addition to specific records mentioned in this Agreement, ACHD shall maintain all records that are pertinent to the activities to be funded under this Agreement, including, but not limited to:
- a. Full descriptions and records of each activity undertaken;
  - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the Funds;
  - c. Records documenting compliance with any and all applicable State and Federal laws;
  - d. Financial records; and
  - e. Other records necessary to document compliance with this Agreement, ACHD policy, City policy, and the terms of the Funds as established by ITD.
- E. Records retention.** ACHD shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. If, prior to the expiration of the five-year period, any litigation, claims, audits, negotiations or other actions begin that involve any of the records cited, such records shall be retained until completion of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later.

#### **IV. GENERAL TERMS.**

- A. Nondiscrimination.** ACHD will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. ACHD will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. Notices.** All notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States

mail, addressed as follows:

**If to City:**

City of Meridian  
Attn: Caleb Hood  
33 E. Broadway Avenue, Suite 200  
Meridian, Idaho 83642

**If to ACHD:**

Ada County Highway District  
Attn: Brian McCarthy  
3775 Adams Street  
Garden City ID 83714

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- C. Compliance with laws.** ACHD agrees to comply with all provisions of Idaho Code and all ITD regulations concerning the Funds. ACHD also agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the Funds.
- D. Indemnity.** ACHD, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all such losses, claims, actions, and/or judgments for damages or injury to persons or property and/or losses and expenses caused or incurred by ACHD and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, and participants in its programming, and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by ACHD and/or ACHD's employees, agents, contractors, subcontractors, officials, officers, servants, guests, invitees, participants, and/or volunteers and resulting in and/or attributable to personal injury, death, and/or damage and/or destruction to tangible or intangible property.
- E. Workers' Compensation.** ACHD shall maintain, and shall ensure that its contractors and subcontractors maintain, workers' compensation insurance coverage, in the amount required by Idaho law, for all employees involved in the performance of this Agreement.
- F. Insurance.** ACHD shall carry sufficient insurance coverage to protect assets purchased with Funds from loss due to theft, fraud and/or physical damage.
- G. Amendments.** The parties hereto may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, is executed in writing, is approved by each party's respective governing body, and is signed by a duly authorized representative of each party.
- H. Applicable law.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho. Throughout the course of this Agreement, ACHD shall comply with any and all applicable federal, state, and local laws.
- I. Anti-Boycott Against Israel Act.** Pursuant to Idaho Code § 67-2346, as applicable, ACHD certifies that neither ACHD nor its contractors are currently engaged in, and will

not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

- J. Time of the essence.** ACHD acknowledges that services provided under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- K. Termination.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
1. Failure to comply with any of applicable laws, regulations, or policies;
  2. Failure to fulfill in a timely and proper manner obligations under this Agreement;
  3. Ineffective or improper use of funds provided under this Agreement; or
  4. Submission of reports that are false, untimely, or incomplete in any material respect.
- Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have fourteen (14) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. ACHD shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- L. Third-party beneficiaries.** 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 or entity not a party hereto.
- M. Assignment.** ACHD shall not assign or transfer any interest in this agreement without prior written consent of City; provided, however, that claims for money due or to become due to ACHD from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer shall be furnished promptly to City.
- N. Subcontractors.** All subcontracts entered into shall be awarded pursuant to any applicable provisions of ACHD's Purchasing Policy and/or all applicable state laws. ACHD shall monitor all subcontracted services on a regular basis to assure contract compliance.
- O. Severability.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- P. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**Q. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

**R. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and ACHD.

**IN WITNESS WHEREOF**, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**ADA COUNTY HIGHWAY DISTRICT:**

Attest:

\_\_\_\_\_  
By: Alexis Pickering, President

\_\_\_\_\_  
ACHD Director

**CITY OF MERIDIAN:**

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

# Exhibit A

## MEMORANDUM OF UNDERSTANDING BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF MERIDIAN

To provide the agreement guidelines for the Idaho Transportation Department (ITD) and the City of Meridian (GRANT RECIPIENT), hereinafter "Party" or "Parties", in cooperative endeavors within each agency's scope of responsibility related to the FY2024 Strategic Initiatives Program Local Transportation Grant Program.

### **AUTHORITY:**

Idaho Code 40-719 created the Strategic Initiatives Grant Program and established the Strategic Initiatives Grant Program Fund, and Senate Bill No. 1189 appropriated funds to ITD for FY2024. Idaho Code section 40-317 and Idaho Code sections 67-2326 through 2333 and 67-2339.

### **AWARD AMOUNT AND PROJECT DESCRIPTION:**

\$ 4,305,388.70 is approved from the Strategic Initiatives Grant Program for Grant Recipient's project as described in their application attached as Exhibit A for Linder Overpass and Roadway Corridor Improvements.

### **ITD RESPONSIBILITIES:**

1. To ensure the Strategic Initiatives Grant Program is used to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of ITD to facilitate funding.
2. Review Grant Recipient's provided information outlined below and concur in project readiness before processing fund transfer(s) from the Strategic Initiatives Grant Program Fund to the Grant Recipient, and process funding transfer within 30 days of approving the Grant Recipient's request for construction funding.
3. Report annually to the transportation and defense committee of the House of Representatives and the transportation committee of the Senate of the Legislature regarding the Strategic Initiatives Grant Program.

### **GRANT RECIPIENT RESPONSIBILITIES:**

1. Utilize Grant funding to complete project scope within allotted cost and schedule as described in Grant Recipient's application included as Exhibit A.
2. Provide account routing information for the transfer of the Strategic Initiatives Grant Program award.
3. Follow all applicable state laws governing the expenditures of state funds.
4. Submit construction-ready plans to ITD, including a construction schedule and request for construction funding.
5. Follow State procurement rules for advertising, bidding and award of contracts.
6. Provide construction oversight and project administration.

7. Provide an annual update on the project status no later than September 30, beginning in 2024.
8. Complete project construction, including any change orders or other contract adjustments.
9. Provide a final close-out report including a summary of project accounting, with before and after pictures upon project completion.
10. Responsible for answering media, public or government inquires related to the expenditures of these funds.

**LIMITATIONS:**

Nothing in this MOU between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States. Nothing in this MOU shall be construed as expanding the liability of the Parties. In the event of a liability claim, each Party shall defend their own interests. No Party shall be required to provide indemnification of the other Parties.

**EFFECTIVE DATE:**

This MOU shall become effective upon the most recent signature by authorized representative of the Director, Idaho Transportation Department, and the authorized representative for the Grant Recipient, and will remain in force unless formally terminated by both Parties.

**METHOD OF AMENDMENT OR TERMINATION:**

Amendments or requests for termination of this MOU may be proposed in writing at any time by any Party. Amendments will become effective upon signature by all Parties to this MOU and shall be attached to this MOU and made a part thereof.

**CONFLICTING PROVISION:**

If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU be enacted, then that conflicting provision in the MOU shall be deemed null and void. In the event any provision of this MOU is determined null and void, all remaining provisions shall remain in full force and effect.

**EFFECTIVE DATE:** 4-2-2024, 2024

**IDAHO TRANSPORTATION DEPARTMENT**

  
 Dan McElhinney, Chief Deputy Director

**GRANT RECIPIENT**

  
 Robert E. Simison, Mayor 4-2-2024

Attest:    
 Chris Johnson, City Clerk 4-2-2024



Exhibit B