



# MEMO TO CITY COUNCIL

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## Consent Agenda Item on the City Council Agenda

**From:** Miranda Carson, Coordination Planner      **Meeting Date:** December 6, 2022  
**Topic:** Valley Regional Transit FY23 Cooperative Agreement

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Attached is the FY 2023 Cooperative Agreement between Valley Regional Transit (VRT) and the City of Meridian.

The assessments comprising the contribution request of \$792,014 are as follows:

General Assessment	Special Assessment	Capital Assessment	Service Assessment	Total Contract
\$70,588	\$170,000	\$36,096	\$515,330	\$792,014

These assessments are described in Exhibit 1 of the agreement. Services included in these assessments are: Route 30, Route 40 and Route 42 Inter-County lines, Rides2Wellness, Harvest Transit, Meridian Veterans Shuttle, and ACCESS paratransit services.

After coordination with staff in Planning, Finance, and Legal my recommendation is approval of this agreement.

**COOPERATIVE AGREEMENT  
BETWEEN  
VALLEY REGIONAL TRANSIT  
AND  
CITY OF MERIDIAN  
FOR  
PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this 1st day of October 2022 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**Authority**”), and the City of Meridian, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code (“**City**”)

**RECITALS**

- a. **Authority** is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. **Authority** provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.
- b. **City** is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.
- c. Idaho Code § 40-2109(7) provides that **Authority** may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.
- d. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.
- e. **Authority** develops funding requests through an approved cost allocation methodology. There are four categories involved in generating the initial funding request: general assessments, service and capital contributions, and special assessments.
- f. **Authority** has budgeted the not to exceed amount of \$792,014 for **City** to contribute to support services, capital and regional overhead expenses. **City** has budgeted the same not to exceed amount representing the City’s fair share of support for services, capital, and regional overhead, as set forth in Exhibit 1.
- g. **Authority** generally follows the allocation methodology to designate how **City** contributions are used. However, Authority may leverage **City** contributions as local match to optimize utilization of both local and federal sources of funding to ensure the most effective use of all revenue sources.

## **AGREEMENT**

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this **Agreement** and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

### **Section 1. Term**

This **Agreement** shall be in effect from the **1<sup>st</sup> day of October 2022**, and will terminate on the **30<sup>th</sup> day of September 2023**, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

### **Section 2. Purpose**

The purpose of this **Agreement** is:

- (a) For **City** to pay the not to exceed amount of \$792,014 to **Authority** for Fiscal Year 2023 expenses pertaining to services, capital, and regional overhead required to support the regional transportation services within the **City's** jurisdiction, as set forth in Exhibit 1.
- (b) For **Authority** to use **City's** contribution for service, capital, and regional overhead expenses included in the annual FY2023 budget to support services within City's jurisdiction.
- (c) For **Authority** to leverage City's contribution with matching federal funding to optimize all revenue sources available for operations, capital, and regional overhead.

### **Section 3. Compliance**

**Authority**, in using said **City's** contribution shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said assessments and operating costs.

### **Section 4. Payment**

- (a) For **City** to pay **\$792,014** to **Authority** for Fiscal Year 2023 expenses pertaining to services, capital, and regional overhead required to support the regional transportation services within the **City's** jurisdiction.
- (b) **Authority** shall provide **City** a quarterly status report on capital or other special projects.
- (c) Payment shall be made directly to **Authority** at the following address, unless **City** is notified in writing by **Authority** of a new address:

Valley Regional Transit  
700 NE 2<sup>nd</sup> St Suite 100  
Meridian, Idaho 83642

- (d) **City's** address, for the purpose of invoice, notice or correspondence, unless **Authority** is notified in writing by **City** of a new address, is as follows:

City of Meridian  
33 E. Broadway  
Meridian, Idaho 83642

## Section 5. Contact Information

(a) **Authority** point of contact for this agreement is:

Jason Jedry, Chief Financial Officer, [jjedry@valleyregionaltransit.org](mailto:jjedry@valleyregionaltransit.org), 208.258.2709

(b) **City** point of contact for this agreement is:

Miranda Carson, Comprehensive Associate Coordination Planner, [mcarson@meridiacity.org](mailto:mcarson@meridiacity.org)

## Section 6. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body, and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

(c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **Authority** and **City** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this **Agreement** are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) 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.

(f) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

## Section 6. Indemnification

To the extent permissible by law, **Authority** shall indemnify, defend, protect and hold harmless **City**, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this **Agreement**, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of **Authority**, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of **City** or its officers, agents and employees. **City** shall give to **Authority** reasonable notice of any such Claims. **Authority** shall notify **City** of the counsel to be used in carrying out its obligations hereunder. **City** must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this **Agreement**, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, **City's** right to indemnification pursuant to the foregoing shall be limited to indemnification for such

Claims for which **City** incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by **Authority** under this **Agreement** with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of **Authority** shall be personally liable to **City** under this **Agreement**, (ii) with respect to third party Claims, both **Authority** and **City** expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of **Authority** to hold harmless or indemnify **City** shall be limited to, and be payable only from, **Authority's** available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

City of Meridian:

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Kelli Badesheim  
Chief Executive Officer

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Robert E. Simison  
Mayor

## EXHIBIT 1

### FY 2023 CITY OF MERIDIAN SERVICE AND CONTRIBUTION DESCRIPTION

Pursuant to the FY 2023 Cooperative Agreement between Valley Regional Transit (VRT) and the City of Meridian for Public Transportation Financial Contribution, this exhibit outlines the public transportation activities in the four categories used to generate the contribution request.

#### Meridian Assessments

General Assessment	Special Assessment	Capital Assessment	Service Assessment
\$70,588	\$170,000	\$36,096	\$515,330

**General Assessment:** Supports regional planning efforts such as service expansion or revisions to improve transit connections and regional operations such as the regional customer service call center and regional transit Information Technology. In accordance with VRT's local cost allocation methodology, these costs are divided by each jurisdiction share of the regional population.

**Service Assessment:** Meridian is served by routes 40 and 42 which run Monday – Friday and connect Meridian to both Boise and Nampa/Caldwell. Meridian is also served by the local route 30 Pine which operates entirely within Meridian and connects Ten Mile Crossing to downtown Meridian and Kleiner Park. Service run Monday – Friday, 6 AM – 10AM and 3PM – 7 PM.

VRT's cost allocation methodology distributes the costs of service proportionately to the miles travelled in each jurisdiction served. Approximately 21% of routes 40 and 42 operate within the City of Meridian. Meridian's service contribution for routes 40 and 42 was based on 20.56% of the combined intercountry miles serving Meridian.

**Capital Assessment:** Supports the maintenance or purchase of physical infrastructure or assets. The cost allocation model distributes general capital costs by where the service is provided. Meridian's capital contribution request for FY2023 is based on Meridian's share of the transit service provided.

**Special Assessment:** Supports specific activities, projects or programs requested by the City of Meridian. In FY2023 the City of Meridian special assessments go to support the operations of Harvest Transit, Rides2Wellness and to continue the Meridian Veteran's Shuttle service.

Harvest Transit provides free transportation for seniors, persons with disabilities, and veterans from 9 a.m. to 3 p.m. Monday through Saturday within a designated service area in Meridian. The budgeted annual hours of service for Harvest Transit are 7,800. Local contributions for this program come from Saltzer Health and the City of Meridian.

Rides2Wellness provides free transportation to eligible riders to medical appointments at participating clinics. Costs for this program are assessed on a per ride basis. The budgeted annual rides for Rides2Wellness is 13,297. The Federal Transit Administration provides a 50% match for local contributions to this program. Local contributions to this program come from St. Luke's, St. Alphonsus and the City of Meridian.

Meridian Veterans Shuttle provides free transportation for Meridian veterans Monday – Friday from 7:00am to 5:30pm between Meridian and the Boise Veterans Administration Medical Center.