

**INTERAGENCY AGREEMENT
FOR CITY OF MERIDIAN'S FINANCIAL
CONTRIBUTION TO ACHD PROJECT,
LINDER ROAD, OVERLAND TO FRANKLIN DESIGN PHASE**

This Agreement is entered into this ____day of May, 2022, by and between the **City of Meridian**, hereinafter referred to as “**City**”, the **Ada County Highway District**, hereinafter referred to as “**ACHD**”, and the **Idaho Transportation Department**, hereinafter called “**ITD**” for the purpose of setting forth a general agreement as to cooperation between the parties for the mutual benefit of the parties to successfully finance the design phase of the Linder Road, Overland to Franklin road project in Ada County.

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Title 40, Chapter 14, Idaho Code, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County;;

WHEREAS, CITY is a public entity organized and operating pursuant to Idaho Code Title 50, as amended and supplemented. CITY is a municipal corporation with jurisdiction, authority and police power to regulate and control municipal activities within the City;

WHEREAS, ITD, a public entity and executive department of the State of Idaho, duly organized and existing pursuant to title 40, Chapter 5, Idaho Code, as amended and supplemented, with the exclusive jurisdiction over the state highway system;

WHEREAS, ACHD has programmed the design of a road project that expands Linder Road to 5 lanes between Overland Road and Franklin Road and incorporates a new 4 lane ITD Interstate-84 overpass (“ROAD PROJECT”);

WHEREAS, in addition to the roadway widening and overpass, the ROAD PROJECT will include: (1) two pedestrian hybrid beacons at the intersections of Linder Road and Kennedy Lateral, and Linder Road and Ten Mile Creek; and (2) ACHD’s Bicycle and Pedestrian Level of Stress which reflects users’ relative comfort and safety on roads and intersections, also including a raised concrete barrier on the bridge;

WHEREAS, the ROAD PROJECT will have significant benefits to the community, including adding a direct connection for fire and EMS services linking neighborhoods to the north with future planned development to the south;

WHEREAS, CITY desires to accelerate the design and development of the ROAD PROJECT and is willing to assist ACHD financially to fulfill expedited design completion;

WHEREAS, it would be to the mutual benefit of CITY, ACHD, and ITD to work together to accomplish the much-needed ROAD PROJECT;

WHEREAS, nothing herein shall be interpreted to accelerate or advance the programming of the ROAD PROJECT. The completion of the ROAD PROJECT is dependent upon ACHD’s project programming and ability to fund the ROAD PROJECT.

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, ACHD, CITY and ITD, pursuant to Idaho Code § 67-2332, have authority to enter into this Agreement.

NOW THEREFORE, the ACHD, CITY, and ITD do hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following words when capitalized have the meaning herein stated:

1.1 ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho, whose address is 3775 N Adams Street, Garden City, Idaho 83714-6499.

1.2 CITY shall mean the City of Meridian whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642.

1.3 ITD shall mean the Idaho Department of Transportation whose address is 3311 West State Street, PO Box 7129 Boise, ID 83707.

1.4 CONSULTANT shall mean the firm selected by ACHD to design the ROAD PROJECT.

1.5 ROAD PROJECT shall mean ACHD's design of Linder Road from Overland Road to Franklin Road with a freeway overpass over Interstate-84 including necessary intersection improvements.

ARTICLE 2. ACHD'S RESPONSIBILITIES

ACHD AGREES TO:

2.1 Hire CONSULTANT to provide design and related professional services for the ROAD PROJECT consistent with the Scope of Work, Budget and Schedule attached hereto as EXHIBIT A. ACHD shall issue to CONSULTANT a Notice to Proceed to provide professional services for the ROAD PROJECT within seven (7) days from the date that this Interagency Agreement is fully executed.

2.2 Coordinate with ITD for the design of the new 4 lane ITD Interstate-84 overpass, following ITD's formal bridge design process.

2.3 Invite CITY to participate in the design process for all aspects of the ROAD PROJECT.

2.4 Provide to CITY in a timely manner, appropriate documentation of CONSULTANT fees and costs related to the design of the ROAD PROJECT and seek reimbursement for the fees and costs charged by CONSULTANT related to the design of the ROAD PROJECT.

2.5 In no event will ACHD seek reimbursement from CITY in excess of the total fees and costs charged by CONSULTANT for the professional services related to the design of the ROAD PROJECT, or Two and a Half Million Dollars (\$2,500,000.00) total, whichever is less.

2.6 In no event shall federal funds be used in funding the ROAD PROJECT.

2.7 The estimated fees and costs of CONSULTANT for the design of the ROAD PROJECT are set forth in the Scope of Work, Budget and Schedule attached hereto as EXHIBIT A. ACHD agrees that it will not seek reimbursement for any cost overruns of professional services over and above the maximum amount set forth in Section 2.5.

2.8 ACHD shall own all the rights to the design drawings and supporting documentation.

2.9 ACHD shall have the final authority to make all decisions regarding the design of the ROAD PROJECT.

ARTICLE 3. CITY'S RESPONSIBILITIES

CITY AGREES TO:

3.1 Participate on the ACHD project team related to the design of the ROAD PROJECT.

3.2 Timely review (no later than 21 days) and provide comment on all plans and documents associated with the design of the ROAD PROJECT as requested by ACHD.

3.3 Maintain a reserve account in the amounts identified in the Scope of Work, Budget and Schedule attached hereto as EXHIBIT A, and as further agreed to consistent with Section 2.5 from which to provide reimbursement to ACHD as provided in Section 2.4.

3.4 Within thirty (30) days after the end of each calendar month and based on receipt of the information described in Section 2.4 above, remit to ACHD the total amount paid during the applicable calendar month for the fees and costs incurred for the design of the ROAD PROJECT.

3.5 Reimburse ACHD for any additional fees and costs charged by CONSULTANT and agreed to as provided in section 2.5.

ARTICLE 4.. ITD'S RESPONSIBILITIES

ITD AGREES TO:

4.1 Coordinate with ACHD for the design of the new 4 lane ITD Interstate-84 overpass design, following ITD's formal bridge design process.

4.2 Invite CITY to participate in the design process for the Interstate-84 overpass.

4.3 Participate on the ACHD project team related to the design of the ROAD PROJECT.

4.4 Timely review (no later than 21 days) and provide comment on all plans and documents associated with the design of the ROAD PROJECT as requested by ACHD.

4.5 ITD agrees to not seek any financial reimbursement from CITY or ACHD for any ITD expenses related to design of the ROAD PROJECT.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Notice. Any and all notices required to be given by the parties hereto, shall be in writing, other than those instances in this Agreement wherein oral notice is specifically allowed, and will be deemed communicated when mailed, first class, postage prepaid in the United States mail addressed as follows:

a) CITY:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642;

b) IDAHO DEPARTMENT OF TRANSPORTATION

3311 W. State Street
PO Box 7129
Boise, ID 83707-1129

c) ADA COUNTY HIGHWAY DISTRICT:

Senior Project Manager, Capital Projects
Ada County Highway District
3775 N. Adams Street
Garden City, Idaho 83714

5.2 The effective date of this Agreement will be immediately after all Parties have approved this Agreement and official signatures have been affixed.

5.3 In the event of termination, any amounts due and owing to CONSULTANT for work performed shall remain the responsibility of CITY consistent with Articles 3 and 4.

5.4 No Party to this Agreement shall assign its interest in whole or in part in this Agreement without the written consent of the other Parties.

5.5 This Agreement shall be governed by the laws of the State of Idaho.

5.6 This Agreement may be amended only by written instrument signed by all Parties. The parties agree to cooperate in good faith in any future supplemental agreement or addendum.

5.7 Should any portion of this Agreement be found to be unenforceable by a court of competent jurisdiction such determination shall not void the entire Agreement, but will be limited only to those unenforceable provisions.

5.8 In the event any Party to this Agreement is required to initiate or defend litigation with respect to the terms hereof, or the rights granted hereunder, the prevailing party in such litigation shall be entitled to all reasonable attorney's fees and costs incurred in such litigation.

5.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties.

5.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

5.11 Time of Essence. Time is of the essence.

5.12 Breach. In the event of a breach of the terms and conditions of this Agreement, a non-breaching party has the right to terminate the agreement after 30 days written notice to a breaching party.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed, on the day, month and year first above written.

ATTEST:

ADA COUNTY HIGHWAY DISTRICT

By: _____

By: _____

Bruce Wong, Director

Mary May, President, Board of
Commissioners

ATTEST:

CITY OF MERIDIAN

By: _____

By: _____

Chris Johnson, City Clerk

Robert E. Simison, Mayor

IDAHO TRANSPORTATION
DEPARTMENT

By: _____

District Engineer