

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 2021 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 **\$575,647** 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 **1st day of October 2021**, and will terminate on the **30th day of September 2022**, 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 **\$575,647** to **Authority** for Fiscal Year 2022 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 FY2022 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) **City** shall pay its general assessment, special assessment and capital assessment of **\$250,395** within 30 days of invoice; service assessment of **\$174,959** in four quarterly payments and pro rata service of **\$150,293** in quarterly pro-rated payments once service starts as shown in the payment schedule in Exhibit 1.
- (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 2nd 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, Controller, jjedry@valleyregionaltransit.org, 208.258.2709

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

Miranda Carson, Comprehensive Associate Coordination Planner, mcarson@meridiancity.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 7. 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:



Kelli Badesheim
Executive Director

Robert E. Simison
Mayor

EXHIBIT 1

FY 2022 CITY OF MERIDIAN SERVICE AND CONTRIBUTION DESCRIPTION

Pursuant to the FY 2022 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.

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's 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. VRT also plans to implement route 30 Pine which would operate entirely within Meridian and connect Ten Mile Crossing to downtown Meridian and Kleiner Park. Service will run Monday – Friday during the commute period.

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.

Due to the Delta COVID variant and the resurgence of cases, VRT has delayed the start of the 30 Pine until ridership recovers. To account for this VRT removed all variable costs related to the 30 Pine from the service contribution. Once a date certain is set for the service to start, a prorated portion of the variable costs will be added to the service request.

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 FY2022 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 FY2022 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 6,088.

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.

Payment Schedule

	General Assessment	Special Assessment	Capital Assessment	Known Service Assessment ¹	Pro Rata Service Investment ²
Qtr. 1	\$67,526	\$170,000	\$12,869	\$43,739.75	TBD
Qtr. 2				\$43,739.75	TBD
Qtr. 3				\$43,739.75	TBD
Qtr. 4				\$43,739.75	TBD
Total	\$67,526	\$170,000	\$12,869	\$174,959	Up to \$150,293

¹ All fixed costs for planned services on the 40, 42 and 30. All variable costs for the 40 and 42. Excludes all variable costs for the 30 Pine.

² Variable costs for the 30 Pine will be invoiced on a pro rata basis calculated by the total annual variable costs multiplied by % of the annual service provided, invoiced quarterly beginning as soon as the service start date is fixed.