November 1, 2016

TO: ACHD Commissioners

FROM: Bruce S. Wong, Director

SUBJECT: Cooperative Agreement Between VRT and ACHD for Annual Assessment Consent Agenda Item for November 2, 2016.

FACTS & FINDINGS

On July 11, 2016, the Valley Regional Board of Directors approved the FY2017 Budget and related member assessment/service contribution schedule.

ACHD's FY2017 Annual Assessment for VRT is $2,802.00

ALTERNATIVES

A. Approval of the Cooperative Agreement.
B. Not to Approve the Cooperative Agreement.

STAFF RECOMMENDATION

Staff recommends the Approval of the Cooperative Agreement

POLICY IMPACT

None

FISCAL IMPACT

$2,802.00 is budgeted for the FY2017
October 1, 2016

Ada County Highway District
3775 Adams St.
Garden City, ID 83714
Attention: Paul Daigle, Chief of Staff  c/o Stephanie Workman

SUBJECT: Valley Regional Transit FY2017 Membership Dues

Dear Mr. Daigle:

On July 11, 2016, the Valley Regional Board of Directors approved the FY2017 Budget and related member assessment/service contribution schedule. The attached Funding Summary provides a detailed listing of all member assessments/service contributions for FY2017.

The following financial summary and attached invoice represent the amount requested from your agency for FY2017. Assessments paid to Valley Regional Transit by ACHD support regional planning efforts and regional operations, while other specific line items support specific transportation services.

| Valley Regional Transit Member Assessment | $2,802 |

Enclosed with this letter is your FY2017 Cooperative Agreement for review and execution. Upon execution of the agreement, please keep one copy for your records and return the original to Valley Regional Transit.

Should you have any questions or require additional information, please feel free to contact me at (208) 258-2709 or jmcmahon@valleyregionaltransit.org.

Thank you for your continued support of Valley Regional Transit.

Sincerely,

Jim McMahon
Finance Director

Enclosures:
Invoice
VRT Funding Summary
Cooperative Agreement
COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
ADA COUNTY HIGHWAY DISTRICT
FOR
ANNUAL ASSESSMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into this ___ day of ___________ 20__ by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code ("VRT"), and Ada County Highway District, a body politic and corporate in the State of Idaho ("Member")

RECITALS

A. VRT 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. VRT provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon Counties.

B. Member is the single county-wide highway district in and for Ada County, Idaho created pursuant to Idaho Code, Chapter 14, Title 40. ACHD operates Commuteride pursuant to Idaho Code §40-1310 and §31-876.

C. Idaho Code § 40-2109(7) provides that VRT 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. VRT budgets and establishes annual assessments for its regular and special members, with assessments for its regular members calculated pursuant to a population based formula, and assessments for its special members calculated pursuant to a negotiated amount.

F. VRT has budgeted $2,802 for Member to contribute for its annual assessment; Member has budgeted the same amount for its VRT annual assessment.
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, 2016 and will terminate on the 30th day of September, 2017, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this Agreement is:

(a) For Member to pay annual assessment to VRT for Fiscal Year 2017 in the amount of $2,802 in contribution to the costs of VRT.

(b) For VRT to use said annual assessment for costs budgeted under its regional planning and program administration programs.

Section 3. Compliance

VRT, in using said assessment, 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 dues and operating costs.

Section 4. Payment

(a) Member shall pay its annual assessment up to the aforesaid amount of $2,802 within 30 days of invoice to VRT at the following address, unless Member is notified in writing by VRT of a new address:

   Valley Regional Transit
   700 NE 2nd St. Suite 100
   Meridian, Idaho 83642

(b) Member's address, for the purpose of notice or correspondence, unless VRT is notified in writing by Member of a new address, is as follows:

   Ada County Highway District
   3775 Adams Street
   Garden City, Idaho 83714
Section 5. 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 VRT and Member 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, VRT shall indemnify, defend, protect and hold harmless Member, and it’s 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 VRT, it’s 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 Member or it’s officers, agents and employees. Member shall give to VRT reasonable notice of any such Claims. VRT shall notify Member of the counsel to be used in carrying out its obligations hereunder. Member 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, Member’s right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which Member 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 VRT 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 VRT shall be personally liable to Member under this Agreement, (ii) with respect to third party Claims, both VRT and Member expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of VRT to hold harmless or indemnify Member shall be limited to, and be payable only from, VRT'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: Ada County Highway District:

Kelli Fairless
Executive Director
### Valley Regional Transit

**FY2017 Funding Summary**

Assuming 2.5% increase in Per Capita Rate, Mileage Rate and Service Contributions

<table>
<thead>
<tr>
<th>Member Agency</th>
<th>Regional Dues</th>
<th>Valleyride Service Contributions</th>
<th>TOTAL FY2017</th>
<th>TOTAL FY2016</th>
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<td>Mileage Based</td>
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<td><strong>$42,538</strong></td>
<td><strong>$7,060,880</strong></td>
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INVOICE

10/1/2016
Reference #
000000019356

Bill To: ADA COUNTY HIGHWAY DISTRICT
318 E. 37TH STREET
GARDEN CITY ID 83714-

FY2017 Annual Assessment

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<th>Line</th>
<th>Item #</th>
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No refunds or exchanges for expired, lost, stolen, or damaged passes.

SubTotal: $2,802.00

Invoice Total: $2,802.00