



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The City contracts with MRTA for public transportation services as identified in the contract.
- The funding was approved in the FY24 adopted budget.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	<p>The approved budget allocates \$631,000 for operations/services and one-time funding of \$165,000 for capital improvement items from the Local Option Tax Fund (original LOT).</p> <p>Mountain Rides has been awarded a federal facility grant requiring a one-time local match (\$600,000). The draft budget did not allocate funds to the local match due to the lack of an adequate revenue source. However, during the budget workshop the Council indicated support to access the General Fund Cash Reserve Account (up to \$400,000) should another funding strategy not materialize.</p>
--	--

Attachments:

- | |
|-----------------------------|
| 1. Proposed Contract #24006 |
| 2. PO #24006 |

CONTRACT FOR SERVICES
MOUNTAIN RIDES TRANSPORTATION AUTHORITY

THIS CONTRACT FOR SERVICES (hereinafter the “Contract”) is made and entered this 18th day of September, 2023, by and between the **CITY OF KETCHUM, IDAHO**, a municipal corporation (hereinafter referred to as “the City”) and the **MOUNTAIN RIDES TRANSPORTATION AUTHORITY** (hereinafter referred to as “Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #629888 in Blaine County, Idaho (recorded 9/29/15). This Contract is hereby entered into in contemplation of the following findings:

FINDINGS

1. The City is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #629888 in Blaine County, Idaho.
3. The City is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic well-being from businesses catering to the recreational needs and meeting the needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.
4. Pursuant to Idaho Code §50-301 and §50-302, the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce, and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
5. Mountain Rides provides an efficient and responsive public transportation system which is easily identifiable, is coordinated in a manner to encourage the ease of ridership, is charged with planning and implementing multi-modal transportation technologies, when feasible, and will seek to reduce the congestion and pollution of individual vehicular trips within Blaine County.
6. Mountain Rides’ mission is to establish, implement, maintain, fund, and operate a comprehensive public transportation system by motor buses, vans, or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County. Mountain Rides strives to provide services that are safe, user oriented, environmentally friendly, economically stable, and supportive of a strong local economy.
7. The organizational purpose and goals of Mountain Rides are complementary to those of the City.
8. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.
9. The City intends to contract with Mountain Rides to provide such services for consideration as hereinafter provided.
10. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.

NOW, THEREFORE, on the basis of the foregoing Findings the Parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Services to be provided are set forth in Exhibit A of this Contract. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The Term of this Contract shall commence October 1, 2023, and terminate September 30, 2024.
3. Consideration.
 - a. In consideration for providing the services described herein, the City agrees to pay to Mountain Rides the total sum of SEVEN HUNDRED NINETY SIX THOUSAND DOLLARS (\$796,000), payable in equal monthly installments throughout the Term of this Contract. Mountain Rides will provide the City with an invoice prior to each due date setting forth the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each such invoice.
 - b. The City's contribution to Mountain Rides is part of Mountain Rides FY2024 Operating Budget to be adopted by the Mountain Rides Board on September 20, 2023. Mountain Rides' FY2024 Operating Budget is summarized in Exhibit B of this Contract.
 - c. In consideration and as part of this Contract, and upon request, Mountain Rides will provide to Ketchum City Council, on or after April 15, 2024, via presentation at a City Council meeting, a mid-year Report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. In addition, Mountain Rides will provide a budget request and, upon request, a report coincident with the City's FY2025 budget deliberations.
 - d. In the event that budgeted revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in Mountain Rides' FY2024 Operating Budget is not collected as expected, Mountain Rides may need to adjust its adopted FY2024 Service Plan in order to balance revenue with expenses. In this event, Mountain Rides will give notice to the City as to the adjustments that impact transit service within the City. Mountain Rides and the City will work to come to a mutually acceptable adjusted service plan. If a mutually acceptable adjusted service plan cannot be reached, the City may terminate this Contract upon thirty (30) days written notice to Mountain Rides.
4. Termination. The City may, at its sole discretion, terminate, with or without cause, this Contract immediately upon one hundred twenty (120) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 120-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.
5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
6. Default. In the event either Party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting Party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.

7. Independent Contractor Status. The Parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient, and satisfactory manner.
8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Contract may not be assigned or transferred by either Party, in whole or in part, without the prior written consent of the other Party.
10. Miscellaneous Provisions.
 - a. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any of the provisions of the Contract.
 - b. Provision Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any Party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Contract are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
 - d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties hereto.
 - e. Entire Contract. This Contract contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
 - f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
 - g. Preparation of Contract. No presumption shall exist in favor of or against any Party to this Contract as a result of the drafting and preparation of the document.
 - h. No Waiver. No waiver of any breach by either Party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
 - i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.

j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

i. The City: City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

ii. Mountain Rides: Executive Director
Mountain Rides Transportation Authority
PO Box 3091
Ketchum, ID 83340-3091

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year first written above.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

CITY OF KETCHUM



Wallace E. Morgus, Executive Director

Neil Bradshaw, Mayor

ATTEST:

Jade Riley, City Administrator

EXHIBIT A

Mountain Rides FY2024 Service Plan



Service	Service Hours	Notes
Blue	11,895.0 hours	Mon - Sun: 7:00am - 12:30am
Valley	15,852.0 hours	Sun - Fri: 6:00am - 12:30am; Sat: 6:00am - 1:00am
Hailey	2,322.0 hours	Mon - Fri: 8:00am - 5:00pm
Red	1,687.0 hours	Nov 23, 2023 - Apr 14, 2024: 8:30am - 5:00pm daily; Summer Music Festival (15 days): 4:00pm - 8:00pm
Bronze	1,024.0 hours	Dec 9, 2023 - Apr 14, 2024: 8:30am - 4:30pm
Silver	2,323.0 hours	Nov 23, 2023 - Apr 14, 2024: 8:00am - 6:30pm; June 29, 2024 - Sep 8, 2024: 9:00am - 5:30pm (plus 5 W)
Gold	963.0 hours	Dec 9, 2023 - Mar 24, 2024: 8:00am - 5:00pm
Total	36,066.0 hours	

EXHIBIT B
Mountain Rides FY2024 Operating Budget



	FY24 Budget
Income	
Total 41000 · Federal Funding	\$ 2,077,012
Total 42000 · State Funding	-
Total 43000 · Local Funding	1,988,110
Total 44000 · Fares	200,000
Total 45000 · Other Revenue	90,000
Total 47000 · Private Donations	1,000
48000 - Transfer from Housing Fund	10,000
49000 · Interest Income	3,000
50000 · Excess Operating Funds	100,000
Total Income	\$ 4,469,122
Expenses	
Total 51000 · Payroll Expenses	\$ 3,146,550
Total 52000 · Insurance Expense	194,244
Total 53000 · Professional Fees	39,000
Total 54000 · Equipment/Tools	13,000
Total 55000 · Rent and Utilities	35,000
Total 56000 · Supplies	34,000
Total 57000 · Repairs and Maintenance	53,000
Total 58000 · Communications	45,300
Total 59000 · Travel and Training	33,950
Total 60000 · Business Expenses	16,200
Total 61000 · Advertising	39,409
Total 62000 · Marketing and Promotion	22,000
Total 63000 · Printing and Reproduction	19,000
64000 · Fuel Expense	500,000
Total 65000 · Vehicle Maintenance	187,500
69500 · Contribution to Fund Balance	90,969
Total Expenses	\$ 4,469,122
Net Surplus (Deficit)	\$ -



CITY OF KETCHUM
 PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24006

To: 3097 MOUNTAIN RIDES P.O. BOX 3091 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	Shellie	Shellie		0	

Quantity	Description		Unit Price	Total
1.00	TRANSPORTATION SERVICES FY2024	22-4910-6080	631,000.00	631,000.00
1.00	ONE-TIME CIP FY2024	22-4910-6080	165,000.00	165,000.00
SHIPPING & HANDLING				0.00
TOTAL PO AMOUNT				796,000.00

 Authorized Signature