



## City of Ketchum

October 7, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 20395 For Services with Mountain Rides Transportation Authority**

#### Recommendation and Summary

Staff is recommending the council approve the contract with Mountain Rides and adopt the following motion:

**I move to authorize the Mayor to sign Contract 20395 with Mountain Rides Transportation Authority.**

The reasons for the recommendation are as follows:

- The City contracts with Mountain Rides to provide Transportation Services for the Community.
- The funding was approved in the FY 19/20 adopted budget

#### Introduction and History

As part of the FY 19/20 budget, the Council approved funding for Mountain Rides. The proposed contract identifies the services and scope of work to be provided by Mountain Rides in exchange for the funding and the method for payment of services.

#### Analysis

The amount of this contract is \$624,700. The contract and scope provides standardized reporting to keep the City Council informed on the progress of the work scope items. The scope of work has not changed from last fiscal year with the exception of the dates.

#### Financial Impact

The cost for services is \$624,700 for the year and funding comes from the Local Option Tax Fund. The Fiscal Year 2019-20 Budget includes funding for the proposed services.

Attachment:

Proposed Contract 20395

## CONTRACT FOR SERVICES 20395

THIS AGREEMENT (“Agreement”) is made and entered as of October 1, 2019, by and between the **CITY of KETCHUM**, a municipal corporation (“THE CITY”), and **MOUNTAIN RIDES TRANSPORTATION AUTHORITY** (“MOUNTAIN RIDES”), an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement.

### 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.
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 well-being 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 implementation of multi-modal transportation technologies, and will seek to reduce the congestion and pollution of individual vehicular trips within Blaine County.
6. MOUNTAIN RIDES purpose 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 the communities of Blaine County for the benefit of the inhabitants, employees 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 which 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. It is the intention of THE CITY to contract with MOUNTAIN RIDES to provide such services for consideration as hereinafter provided.
10. MOUNTAIN RIDES desires to enter into an agreement with THE CITY to provide public transportation services all as hereinafter provided.

NOW, THEREFORE, based on the foregoing Findings, the parties agree as follows:

1. **SERVICES TO BE PERFORMED.** MOUNTAIN RIDES hereby agrees to provide public transportation services for THE CITY and to provide services to residents and visitors of THE CITY including operating, managing, and running a public transportation system that meets the needs and demands of residents, workers and tourists of THE CITY consistent with the Scope of Work in Attachment A.

MOUNTAIN RIDES 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 Agreement.

2. TERM. The Term of this Agreement shall commence on October 1, 2019 and terminate on September 30, 2020.
3. CONSIDERATION. In consideration for MOUNTAIN RIDES' providing the services herein described, THE CITY agrees to pay to MOUNTAIN RIDES the total sum of \$624,700, payable in equal monthly installments throughout the Term of this Agreement. MOUNTAIN RIDES will provide THE CITY with an invoice prior to the due date, setting forth the amount of the installment due; THE CITY shall pay MOUNTAIN RIDES the amount set forth on the dates outlined above provided the material identified in the Scope of Work has been submitted.

In the event that budgeted revenue from any of MOUNTAIN RIDES' funding partners (local government, federal government, fares, or private business funding) identified in the MOUNTAIN RIDES' FY2020 adopted budget is not collected as expected, MOUNTAIN RIDES may need to adjust its Service to balance revenue with expenses. In this event, MOUNTAIN RIDES and THE CITY will work together to reach a mutually-acceptable adjusted service plan. All efforts will be made to maintain service in THE CITY and reductions should be focused on the services supported by the lost funding. If a mutually-acceptable adjusted service cannot be reached, the City can terminate this Contract upon thirty (30) day written notice to MOUNTAIN RIDES.

4. REPORTING. MOUNTAIN RIDES will report to the Ketchum City Council bi-annually, in person, and quarterly, via email, regarding progress on the Scope of Work Objectives.  
  
MOUNTAIN RIDES will provide an annual report to THE CITY on or before April 15, 2020, including activities, ridership, financial conditions, scope of work progress, and other pertinent information helpful in assessing the then-current condition of the transportation system. In addition, MOUNTAIN RIDES will submit a written report and budget request coinciding with THE CITY's budget deliberations for Fiscal Year 2021.
5. TERMINATION. In the event THE CITY does not have funding to support this Agreement, THE CITY may demand, upon ninety (90) days prior written notice to MOUNTAIN RIDES, terminating or adjusting payment terms of this Agreement. In the event of such termination, THE CITY shall have made all payments through the end of the 90-day notice period but shall have no further responsibility to make payments beyond the ninety (90) day notice period under this Agreement. MOUNTAIN RIDES shall determine service adjustments to meet its budget as a result of any termination or adjustment of payments by THE CITY.
6. 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.
7. DEFAULT. In the event either party fails to perform its responsibilities, as set forth in this Agreement during the contract term, this Agreement 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 Agreement.
8. 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 Agreement is to assure

itself that the services covered by this Agreement shall be performed and rendered by MOUNTAIN RIDES in a competent, efficient and satisfactory manner.

9. **HOLD HARMLESS AGREEMENT.** 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'S obligations pursuant to this agreement 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'S activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
10. **NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by either party, in whole or in part, without the prior written consent of the other party.
11. **MISCELLANEOUS PROVISIONS.**
  - a. Paragraph Headings. The headings in this Agreement 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 Agreement or any of the provisions of the Agreement.
  - b. Provision Severable. Every provision of this Agreement 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 Agreement.
  - c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement 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 Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
  - d. Successor and Assigns. This Agreement 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 Agreement. This Agreement 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 Agreement shall be construed in accordance with the laws of the State of Idaho.
  - g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement 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 Agreement shall be deemed a waiver of any subsequent breach of the agreement.
  - i. Amendment. No amendment of this Agreement 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:
    - a. The City: City Administrator  
City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

b. Mt Rides: Executive Director  
Mountain Rides Transportation Authority  
PO Box 3091  
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM, IDAHO

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By: \_\_\_\_\_  
Wallace E. Morgus  
Executive Director

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk

## **Attachment A**

### **Scope of Work: Mountain Rides Transportation Authority**

#### **Goal**

Provide efficient, effective public transportation services that support the economy and the environment

#### **Objectives**

- Provide convenient customer access to transit routes.
- Provide convenient worker access to transit routes.
- Assist in alleviating in-town parking congestion with transit services.
- Assist in alleviating automobile congestion by providing transit services that provide compelling alternatives to driving.
- Provide transit services to help reduce carbon emissions from the Ketchum community by 50%.
- Identify the top 3 demographic groups that are the primary targeted market for local transit service. For whom do we provide the service? Report this information to the City on or before March 31, 2020.
- Develop ridership thresholds to be used in evaluating routes for elimination or modification. Develop targets for (increased) ridership on all routes. Report this information to the City on or before March 31, 2020.
- Develop a strategic marketing plan with actions to increase ridership. Provide a progress report to the City in February 2020.
- Continue implementing physical improvements and information-sharing enhancements at City bus stops. Report progress on same to the City in February 2020.
- Coordinate bus routes and schedule with school schedules and identify ways to encourage student ridership like ride-a-long adults.
- Maintain Night Owl Service on the Blue Route in the summer and winter seasons until 2:30am each day. Maintain night service on the Blue Route during the spring and fall until 10:30pm each day.
- Provide year round, 7-day-a-week, 30-minute frequency from 7:30am to 6:30pm on the Blue Route.
- Provide 30-minute frequency on the Red Route in the winter from Saturday, December 21, 2019 through Sunday, March 29, 2020.
- Maintain service on the Valley Route at or above the same level as provided in FY2019.

## **Attachment A**

### **Scope of Work: Mountain Rides Transportation Authority**

#### **Measurements**

- Submit quarterly reports via email and bi-annual reports in person to the City re: progress on specific scope of work objectives.
- On or before December 31, 2019, submit Mountain Rides' annual marketing plan to the City for review and comment.
- Increased year-over-year ridership on the Blue Route and the Red Route.
- Submit to the City quarterly ridership counts vis-à-vis targets for night service on the Blue Route and the Valley Route.
- Match routes and service, including frequency of service, timetables, and geographic coverage, to rider demand.
- Submit to the City quarterly reports of ridership, hours of service, and cost of service per route for all Mountain Rides' routes.
- On or before October 31, 2019, submit FY2020 operating and capital budgets to the City.