

**MEMORANDUM OF UNDERSTANDING BETWEEN ADA COUNTY,
THE ADA COUNTY SHERIFF’S OFFICE, THE CITIES OF BOISE, EAGLE,
GARDEN CITY, KUNA, MERIDIAN, STAR, EAGLE FIRE PROTECTION DISTRICT,
AND VALLEY REGIONAL TRANSIT FOR
EMERGENCY EVACUATION AND TRANSPORTATION SUPPORT**

This Memorandum of Understanding (“MOU”) is entered into between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the Ada County Sheriff’s Office (“ACSO”), cities of Boise, Eagle, Garden City, Kuna, Meridian, and Star, municipal corporations organized and existing under the laws of the State of Idaho, Eagle Fire Protection District (also conducting its operations under the name and style of “Eagle Fire & Rescue”) which provides fire, rescue, and emergency medical services to the City of Eagle, Ada, Boise, and Gem Counties, and Valley Regional Transit, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“VRT”) (each, a “Party”; collectively, “Parties”).

WHEREAS, in the event of an emergency situation within Ada County, to include all incorporated cities and unincorporated Ada County, to include all incorporated cities, fire districts, and unincorporated areas of Ada County, the aforementioned entities would like a means to access VRT resources in support of emergency operations, including the efficient and safe evacuation of members of the public or transport of critical response resources; and

WHEREAS, VRT is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and has access to various forms of public transportation including buses and vans; and

WHEREAS, VRT is willing to provide transportation as part of the emergency operations plans maintained at the County and City level;

NOW, THEREFORE, in consideration of the mutual terms and conditions and the recitals set forth herein, the Parties mutually agree as follows:

I. Purpose and Scope.

1. This MOU is being entered into in order to facilitate transportation or sheltering of members of the public, supplies and equipment, first responders, and/or other technical or essential personnel in case of emergency or disaster situations which may occur in or around Ada County. The type and number of buses or vans requested will depend on the size and scope of the emergency or disaster.
2. In the event of an emergency or disaster, VRT and the authority having jurisdiction (which can include Ada County, ACSO, and/or each of the aforementioned incorporated cities) will work together to identify, arrange, mobilize, and coordinate available buses and vans in support of emergency operations, including but not limited to emergency evacuations. VRT shall take direction solely from the incident commander in charge. VRT agrees that once mobilized, buses and vans used to transport members of the public and emergency response personnel will remain committed to the operation, which may include delivery of persons to

alternate locations or facilities where mass care services can be offered or back to their point of origin, situation dependent, until formally released by the incident commander in charge. VRT buses and vans may also be used as temporary shelter for displaced persons or to transport responder personnel across incident response facilities and similarly remain committed to the operation until formally released by the incident commander in charge. Temporary shelter refers to a place providing temporary protection from threats and hazards for individuals displaced by an emergency or disaster; the term “shelter” does not involve the expectation of life-sustaining services. Use of the term “temporary” means that VRT buses will provide shelter for a limited duration and those citizens being sheltered will either be moved to a different location to receive assistance or released as soon as conditions allow, but not to exceed ten (10) days.

II. Duties of VRT.

- 1.** In the event VRT is dispatched to respond to an emergency or disaster, VRT shall be responsible for the following:
 - a.** Upon notice from an incident commander in charge that Ada County, ACSO, or any incorporated city or fire district party to this MOU has deemed it necessary that VRT assets are needed in support of an emergency or disaster, VRT shall endeavor to route buses to the determined location, such as an incident scene as feasible or an evacuation assembly area, in accordance with this Section II. If available, at least one bus being re-routed to support incident response shall be wheelchair accessible with proper safety features. VRT commits the following resources:
 - i.** During the business hours of 0500 and 1900, VRT will have up to two buses re-routed to a designated location, and endeavor to arrive as soon as possible, within 15-60 minutes. This will accommodate approximately 80 persons (more if the persons being transported stand).
 - ii.** VRT can provide additional buses, diverted to the designated location, as they become available from the current service they are providing, as needed. The first bus shall be available for use within 30-60 minutes of the request.
 - iii.** During non-business hours, it could take up to 60 minutes for buses to arrive at the incident site.
 - iv.** The availability and timeliness for each of the aforementioned resources is contingent upon (A) the activation of other memorandums of understanding, such as the agreement between VRT and ACSO for evacuation of the Ada County Jail (ACJ); (B) road and traffic conditions; and (C) availability of VRT drivers.
 - b.** VRT shall disembark all public passengers at their desired route locations as soon as practicable and shall ensure that the only person on any bus, when routed to the location specified by the incident commander or authorized individual in the incident management structure, is the designated driver.

- c. VRT shall instruct all drivers responding to the incident that, once the bus arrives at the specified location to facilitate an evacuation, law enforcement, fire services, and emergency medical officials representing one of the jurisdictions included in this MOU, are in charge of the bus and all persons placed thereon. Drivers shall take no action except as instructed by law enforcement, fire service, or emergency medical officials and shall in no way interfere with any first responder's ability to perform his/her designated duties relative to the care and protection of persons in transport or under shelter.
- d. VRT personnel will participate in an annual seminar developed by Ada County Emergency Management and Community Resilience, local responder agencies, and VRT, which reviews this MOU and directs personnel to other supporting training resources in the Incident Command System.
- e. VRT shall instruct all drivers responding to the incident that, if buses are being used to transport responder personnel or assets, that an authorized first responder (law enforcement, fire services, emergency medical system or other supporting agency designated by incident command) may be placed in charge of the bus and all responders and assets placed thereon. Every effort will be made to ensure VRT personnel are not transporting buses into an area where threat or hazard conditions are unsafe; in those situations where the area of response is deemed unsafe by incident command or a VRT administrator, first responder personnel will operate the VRT buses.
- f. If buses are being used as temporary shelter, responder personnel will supervise the delivery of the vehicle to the incident scene where it will be placed under the supervision of an authorized emergency responder (law enforcement, fire services, emergency medical system or other agency designated by incident command). On-scene first responder personnel, and not VRT, are responsible to coordinate the sheltering and mass care services provided to the bus occupants. Conditions permitting, VRT will retrieve its drivers from the incident scene, and responder personnel will transport the buses back to VRT once formally released by the incident commander in charge.
- g. VRT shall have their drivers take evacuees in buses to the location designated by the incident commander in charge and shall otherwise follow all directions given by authorized emergency services personnel working under the direction of incident command staff. Per the Incident Command System (ICS), it is the responsibility of incident command and responding agencies to ensure chain of command and unity of command. Personnel from VRT will receive direction from a single supervisor in the response structure who ensures all actions reflect incident commander's intent. VRT does not assume liability for decisions made by incident command or directions given to VRT personnel by other personnel working under the direction of incident command staff.

IV. Additional Terms.

1. **Payment.** The requesting jurisdiction shall pay for the services provided by VRT pursuant to this MOU as follows:
 - a. For buses driven by VRT personnel:
 - i. \$100.00 per hour per bus, plus \$1.50 per mile per bus while bus is deadheading to start and from the end of transportation.
 - b. For buses driven by first responders:
 - i. \$25.00 per hour per bus, plus \$1.50 per mile per bus while bus is deadheading to start and from the end of transportation.

The foregoing amounts shall escalate with compounding increases of 2.5% each time this MOU is renewed as provided in Section IV item 2 below.

2. **Effective Term.** The term of this MOU shall be from the date all parties have signed and continue through September 30, 2024. The term of this MOU shall be renewed automatically for one-year periods thereafter, through September 30, 2030, unless earlier terminated in the manner provided in this MOU. Notwithstanding any automatic renewal(s) of this MOU, this MOU shall expire on September 30, 2030, and shall not be renewed automatically thereafter.
3. **Termination.** VRT may terminate this MOU, with or without cause, upon thirty (30) days written notice to the other Parties in the manner set forth herein. If such notice is mailed as set forth in this MOU, the effective date of such notice shall be three (3) days after the date of mailing. Any Party may terminate its participation in this MOU by providing written notice to the other Parties in the manner set forth herein. Such notice shall be effective upon the date of mailing.
4. **Amendment.** The terms of this MOU may be amended by mutual written agreement executed by all Parties.
5. **Addition of parties to MOU.** Governmental agencies may join this MOU by entering into a written addendum to such effect with VRT. Such written addendum shall provide, *inter alia*, the title of the designee and address to which written notices may be provided to the agency in the manner set forth herein. Upon execution of such addendum by both VRT and the additional participating agency, VRT shall provide written notification of same to all Parties in the manner set forth herein.

6. **Notices.** Notices that are required to be in writing pursuant to this MOU shall be mailed or hand delivered to the respective Parties at the following addresses, or such other addresses as the Parties hereto may, by notice, designate in writing to each other:

Ada County Sheriff's Office:

7200 W. Barrister Dr.
Boise, Idaho 83704
Phone: _____

Ada County Board of County Commissioners:

200 W. Front St.
Boise, ID 83702
Phone: _____

City of Eagle:

P.O. Box 1520 / 660 E. Civic Ln.
Eagle, ID 83616
Phone: _____

City of Kuna:

P.O. Box 13 / 751 W. 4th St.
Kuna, ID 83634
Phone: _____

City of Star:

P.O. Box 130 / 10769 W. State St.
Star, ID 83669
Phone: _____

Valley Regional Transit:

700 NE 2nd St., Ste. 100
Meridian, ID 83642
Phone: _____

City of Boise:

150 N. Capitol Blvd.
Boise, ID 83702
Phone: _____

City of Garden City:

6015 N. Glenwood St.
Garden City, ID 83714
Phone: _____

City of Meridian:

City Clerk
33 E. Broadway Ave.
Meridian, ID 83642
Phone: 208-888-4433

Eagle Fire Protection District:

1119 E. State St., Ste. 240
Eagle, ID 83616
Phone: _____

7. **Contact Information.** For purposes of facilitating communication and cooperation among the Parties in furtherance of this MOU, the following individuals are designated as points of contact:

Ada County Sheriff's Office:

Phone:

Cell:

Phone:

Cell:

Ada County:

Phone:

Cell:

Phone:

Cell:

City of Eagle:

Phone:

Cell:

Phone:

Cell:

City of Meridian:

Kristopher Blume

Phone: 208-888-1234

Cell: 208-370-4710

Charlie Butterfield

Phone: 208-888-1234

Cell: 208-573-9946

Eagle Fire Protection District:

Phone:

Cell:

Phone:

Cell:

Valley Regional Transit:

Phone:

Cell:

Phone:

Cell:

City of Boise:

Phone:

Cell:

Phone:

Cell:

City of Garden City:

Phone:

Cell:

Phone:

Cell:

City of Star:

Phone:

Cell:

Phone:

Cell:

VRT Personnel
Lewis Ashbrook OR Gregg Eisenberg
4701 S. Northrup Street
Boise, Idaho 83705
Dispatch Hours: Monday – Friday, 0500–2200; Saturday, 0700–1800
Business Hours Phone: (208) 258-2756 OR (208) 258-2760
After Hours Phone: (986) 837-3127. OR (925) 895-2281

8. Liability.

Each Party to this MOU shall be responsible and liable for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho Law. Each Party recognizes that regardless of whether or not insurance is procured, or self-insurance is adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this MOU. These principles shall apply to and govern the relationship between the Parties pursuant to this MOU, notwithstanding the language of any policy of insurance procured by any Party during the course of performance of the MOU. Notwithstanding anything contained herein to the contrary, the liability of each Party is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended, and any other applicable federal or state law. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to political subdivisions of the State of Idaho under the Idaho Constitution, the Idaho Tort Claims Act, Idaho Code § 46-1017, or any other applicable federal or state law. Notwithstanding anything contained herein to the contrary, VRT shall have no liability for decisions made by incident command or directions given to VRT personnel by other personnel working under the direction of incident command staff.

- 9. Insurance.** Each Party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each Party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.
- 10. Compliance with Law.** Each Party shall use its best efforts to ensure that all services, programs, or activities it provides under this MOU will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited, to the Americans with Disabilities Act.
- 11. Merger and Integration.** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this MOU. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this MOU.

12. **Choice of Law.** This MOU and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this MOU to be in the Fourth Judicial District, State of Idaho.
13. **Performance/Waiver.** The failure of the ACSO, Ada County, and the cities of Boise City, Eagle, Garden City, Kuna, Meridian and Star, Eagle Fire Protection District, and any other parties who may later join, to require strict performance of any term or condition of this MOU or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of any of the parties who are signatories to this agreement..
14. **Non-appropriation.** As to Parties to this MOU that are governmental agencies, the validity of this MOU is based upon the availability of public funding under the authority of each agency's respective statutory mandate. Notwithstanding anything in this MOU to the contrary, such agencies' obligations under this MOU to provide payment to VRT shall be subject to and dependent upon appropriations being made by each agency's respective governing board for such purpose.
15. **Successors and Assigns.** This MOU may not be assigned in whole or in part by any of the Parties hereto without the prior express written consent of all of the other Parties. This MOU may not be assigned in whole or in part to any entity that is not a governmental agency.
16. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either party beyond that provided by governing law.
17. **Independent Contractor.** VRT is, and shall perform this MOU as, an independent contractor and, as such, shall have and maintain complete control over all its employees and operations, except as otherwise provided herein. Neither VRT, nor anyone employed by it, shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the ACSO, Ada County, and other signatories to this MOU. As an independent contractor, VRT shall be solely responsible for payment of wages, all federal and state withholding taxes, liability insurance, and such compensation insurance and such other obligations as are the legal responsibility of an employer.
18. **Signor Authority.** Each individual executing this MOU on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said entity in accordance with duly adopted organizational documents or agreements and, if appropriate, a resolution of the entity, and that this MOU is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto executed this MOU on this _____ day of _____, 2024.

ADA COUNTY COMMISSIONERS

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

ADA COUNTY SHERIFF'S OFFICE

By: _____
Matthew Clifford, Ada County Sheriff

Dated: _____

VALLEY REGIONAL TRANSIT

By: _____
Elaine Clegg, Chief Executive Officer

Dated: _____

CITY OF BOISE

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF EAGLE

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF GARDEN CITY

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF KUNA

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MERIDIAN

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF STAR

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

EAGLE FIRE PROTECTION DISTRICT

By: _____

Dated: _____