

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2388

**RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE
THE RENEWAL OF A CONTRACT FOR SERVICES WITH MOUNTAIN RIDES TRANSPORTATION
AUTHORITY FOR PUBLIC TRANSIT SYSTEMS SERVICES**

WHEREAS, the City of Bellevue, Idaho ("City"), is a duly organized municipal corporation under the law of the State of Idaho, pursuant to § 50-101; and

WHEREAS, the City previously entered into a Contract for Services ("Contract") with Mountain Rides Transportation Authority for public transportation systems services; and

WHEREAS, the City continues to need the services from the organization for public transportation systems services; and

WHEREAS, the City believes it is in the best interest of the City and its residents to enter into the Contract for said services; and

WHEREAS, the City Council desires to renew the Contract with Mountain Rides Transportation Authority.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

Section 1. Approves the Contract for Services between Mountain Rides Transportation Authority and the City of Bellevue, Idaho, for public transportation systems services in substantially the form presented at the September 9, 2024, regular Council meeting attached hereto as Exhibit "A".

Section 2. The Mayor is authorized to execute the renewal of Contract for Services from October 1, 2024, to September 30, 2025, for public transportation systems services, with Mountain Rides Transportation Authority and the City of Bellevue, Idaho.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor on this 9th day of September 2024.


Chris Johnson, Mayor

ATTEST:


Michelle K. Vest Snarr, City Clerk

ROLL CALL

Council Member Carreiro
Council Member Giordani
Council Member Leahy
Council Member Mahoney
Council Member Obenauf
Council Member Shay

AYE

NAY



EXHIBIT "A"

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered this 15th day of September 2024, by and between the **City of Bellevue, Idaho**, a municipal corporation ("City") and **Mountain Rides Transportation Authority** ("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 in contemplation of the following findings:

FINDINGS

1. The City of Bellevue 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. 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.
4. Mountain Rides provides an efficient and responsive public transit system which is easily identifiable, is coordinated in a manner to encourage ease of ridership, is charged with planning, and implementing multi-modal transportation technologies, when feasible, and will seek reducing congestion and pollution associated with individual vehicular trips within the City and throughout Blaine County.
5. 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.
6. 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.
7. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter set forth.
8. Mountain Rides desires to enter into a contract with the City to provide transportation services as hereinafter set forth.

NOW, THEREFORE, based on 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. Mountain Rides' FY2025 Service Plan is summarized in Exhibit A. 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, 2024, and terminate September 30, 2025.
3. **Consideration.**
 - a. In consideration for providing the services described herein, the City agrees to pay to Mountain Rides the total sum of TWELVE THOUSAND DOLLARS (\$12,000), payable in a single installment on November 15, 2024. Thirty (30) days in advance of the due date, Mountain Rides will provide the City an invoice annotating the amount due. The City shall pay Mountain Rides the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
 - b. The City's contribution to Mountain Rides is part of Mountain Rides FY2025 Operating Budget to be adopted by the Mountain Rides Board on September 18, 2024. Mountain Rides FY2025 Operating Budget is summarized in the attached Exhibit B.
 - c. In consideration and as part of this Contract, and upon request, Mountain Rides will provide to Bellevue City Council, on or after April 15, 2025, 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, if requested, a report coincident with the City's budget deliberations for fiscal year 2026.
4. **Termination.** The City, at its sole discretion, may terminate, with or without cause, this Contract upon one-hundred-eighty (180) 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 180-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 by or transferred by Mountain Rides, in whole or in part, without the prior written consent of the City.
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.

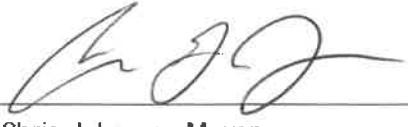
IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY


Wallace E. Morgus, Executive Director



CITY OF BELLEVUE


Chris Johnson, Mayor

ATTEST:


Michelle K. Snarr, City Clerk

EXHIBIT A

Mountain Rides FY2025 Service Plan



Service	Service Hours	Notes
Blue	12,018.5 hours	Sun - Thu: 7:00am - 12:30am; Fri - Sat 7:00am - 2:00am
Valley	16,184.0 hours	Sun - Sat: 6:00am - 1:30am
Hailey	2,255.0 hours	Mon - Fri: 7:30am - 4:00pm
Red	1,689.5 hours	Nov 28, 2024 - Apr 20, 2025: 8:30am - 5:00pm; Jul - Aug 2025 Music Festival (15-16 days); 5:30pm - 7:30pm
Bronze	1,192.0 hours	Dec 14, 2024 - Apr 20, 2025: 8:30am - 4:30pm; Extra Service: 2 Buses during WCF25: ~Mar 19-28, 2025
Silver	2,183.0 hours	Nov 28, 2024 - Apr 20, 2025: 8:00am - 6:30pm; June 28, 2025 - Sep 8, 2025: 9:00am - 6:00pm (+ 7 Weds, later)
Gold	963.0 hours	Dec 14, 2024 - Mar 30, 2025: 8:00am - 5:00pm
Total	36,485.0 hours	

EXHIBIT B
Mountain Rides FY2025 Operating Budget

Income	
41000 - Federal Funding	\$ 2,795,875
43000 - Local Funding	1,745,600
44000 - Fares Revenue (Vanpool)	200,000
45100 - Advertising Revenue	90,000
47000 - Donations	5,000
48000 - Transfer from Housing Fund	11,750
49000 - Interest Income	20,000
50000 - Excess Operating Funds	75,000
Total Income	\$ 4,943,225
Expenses	
51000 - Payroll Expenses	\$ 3,646,200
52100 - Insurance: Liability/Vehicles	273,000
53000 - Professional Fees	39,000
54000 - Equipment/Tools	22,000
55000 - Rent & Utilities	40,000
56000 - Supplies	38,000
57000 - Repairs & Maintenance	48,500
58000 - Communications Exp.	52,880
59000 - Travel, Training & Meetings	38,840
60000 - Business Expenses	16,200
61000 - Advertising	42,000
62000 - Marketing & Promotion	28,000
63000 - Printing & Reproduction	18,000
64000 - Fuel Expense	425,000
65000 - Vehicle Maintenance	194,000
69500 - Contribution to Fund Balance	21,605
Total Expenses	\$ 4,943,225
Net Surplus (Deficit)	\$ -