

RESOLUTION 06-006

**RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING THE
AMENDED KETCHUM-SUN VALLEY TRANSIT AUTHORITY AGREEMENT
AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

WHEREAS, the Cities of Ketchum and Sun Valley entered into an agreement to form the Ketchum-Sun Valley Public Transit Authority, known as KART, on June 5, 1989, and

WHEREAS, there are two additional agencies operating in the Wood River Valley, Wood River Rideshare and the Peak Bus, that provide transportation services, and

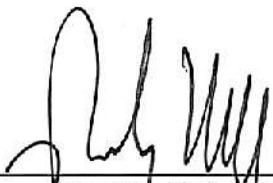
WHEREAS, the Blaine County Commission and all five cities within the county have initiated a dialogue to explore future options for public transit and to consider coordinating services and combining operations of existing agencies to provide better service to the public, and

WHEREAS, the Ketchum-Sun Valley Public Transit Agreement has been amended to allow the cities of Hailey, Bellevue and Carey, and Blaine County to join the authority and to expand its board of directors, and

WHEREAS, the amended agreement is found as "Attachment A" to this resolution,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the amended Ketchum-Sun Valley Transit Authority Agreement (Attachment A), and that the Mayor is authorized to sign the agreement.


This Resolution will be in full force and effect upon its adoption this seventeenth (17th) day of January, 2006.




Randy Hall, Mayor

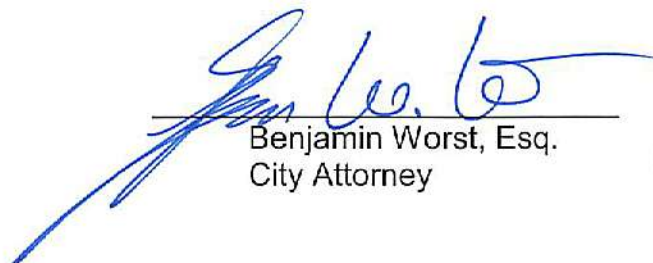
Attest:

Approved as to form and content:



Sandra Cady, CMC
City Treasurer/Clerk





Benjamin Worst, Esq.
City Attorney

THE CITY OF BIRMINGHAM

OFFICE OF THE CITY CLERK

100 NORTH AVENUE

BIRMINGHAM, ALABAMA

RECEIVED

NOV 15 1964

BY THE CITY CLERK

FOR THE CITY OF BIRMINGHAM

[Handwritten signature]

NOV 15 1964

[Handwritten signature]

NOV 15 1964

NOV 15 1964

NOV 15 1964

NOV 15 1964

NOV 15 1964

NOV 15 1964

NOV 15 1964

NOV 15 1964



Attachment A

**AMENDED AGREEMENT OF THE
KETCHUM-SUN VALLEY PUBLIC TRANSIT AUTHORITY**

This Amended Agreement ("Agreement"), made and entered into this seventeenth (17th) day of January, 2006, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), the CITY OF BELLEVUE, a charter city ("Bellevue"), the CITY OF CAREY, a municipal corporation ("Carey") and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties";

WITNESSETH:

WHEREAS, on June 5, 1989 Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority ("Authority") and have since that commencing date jointly funded and operated a public transit system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement to (1) ensure the June 5, 1989 Agreement remained in full force and effect, 2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation authority or similar agency ; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transit service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River RideShare, a 501c3 non profit corporation; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, the Parties adopted comprehensive plans, transportation plans and/or governing board policies identifying the goals, policies and/or action items to develop a county-wide transportation plan which includes mass transit and to meet the resident, visitor and commuter needs through regional transportation planning and service industry; and

WHEREAS, the public transit demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for an efficient and responsive public transit system which is easily identifiable, is coordinated in a manner to encourage the ease of ridership and commuting incentives such as "park and ride lots" and high occupancy vehicle lanes, is charged with planning and implementation of multi-modal transportation technologies, such as gondola and light rail transit, when feasible, and will seek to reduce the congestion and pollution of individual vehicular trips within the Blaine County; and

WHEREAS, the Parties desire to expand the Authority in the belief that the continuation and expansion of public transit services can be best accommodated through a regional authority thereby reducing administration costs, maximizing the use of facilities and vehicles, and the pooling of resources from Blaine County and its municipalities as well as such Authority working pro-actively with the Idaho Transportation Department in addressing public transit issues; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure public transit systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and,

WHEREAS, Blaine County is a body politic and corporate organized and existing under and by virtue of the laws of the state of Idaho and, as such, is authorized and empowered by Idaho Code Section 30-876 to establish, fund and operate public transportation services that the Board of County Commissioners considers to be of public benefit; and,

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to expand the membership of the Authority to procure, establish, operate, maintain and plan for a public transit system in and about the corporate limits of Sun Valley and Ketchum, within Blaine County, and, where appropriate, in and about the corporate limits of Hailey, Bellevue and Carey; and

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transit services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services provided by KART for the residents and visitors of Ketchum and Sun Valley provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Expansion of the Transit Authority Membership. The governing Board of the Authority, shall be modified from the current six (6) members to the membership configuration defined below as follows:

A. Three members from the City of Ketchum and three (3) members from the City of Sun Valley through May 1, 2006 under the current appointment schedule and, thereafter, two members from each city, to be appointed by the Mayors of Sun Valley and Ketchum, with the concurrence of the City Council of each such City; and,

B. Subject to sub-paragraph D below, one (1) member each to be appointed by the Mayors of Hailey, Bellevue and Carey, with the concurrence of the City Council of each such City, and,

C. Subject to sub-paragraph D below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.

D. The Hailey, Bellevue, Carey and Blaine County Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.

E. The Mayors, Councilmen, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved. Employees, directors, shareholders, partners, owners and others financially interested in any business, company or entity which the Authority has employed or contracted with to provide equipment or services shall not be appointed or remain members of the Authority. Members of the Authority shall be appointed without respect to political affiliation or religious denomination, and shall serve without compensation. Any person may be eligible for appointment

2. Term of Office. The term of office of the Cities of Hailey, Bellevue and Carey and Blaine County board members appointed to the Authority shall be initially for two (2) years. The terms of the Cities of Ketchum and Sun Valley board members shall initially be for three (3) years. Thereafter, the term of office on said Authority shall be for three years. Vacancies occurring otherwise than through the expiration of appointed terms shall be filled for the remainder of the term by the Party that appointed the board member to the vacated office in accordance with Section 1 hereinabove.

3. Organization. The Authority shall be governed by the Ketchum-Sun Valley Public Transit Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

4. Purposes and Powers. The purpose of the Authority 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 transit systems, including but not limited to gondolas and light-rail, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure transit

systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;

B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;

C. To fund operational and maintenance costs of operating a comprehensive transportation system;

D. To contract with public or private agencies, companies or entities for the provision of public transit services or for expansion of a public transportation system;

E. To undertake or contract for studies relating to the public transportation needs of Blaine County, and the methods by which said needs can best be served;

F. To contract with public or private agencies, companies or entities to provide public transportation in other areas of Blaine County; and

G. To participate in, influence and support the regional transit plans, as from time to time may be proposed, adopted and amended.

5. Manner of Financing.

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive public transportation system. During each fiscal year, the Parties shall contribute its respective amount of money as determined by the adopted budget. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for the PEAK Bus and KART. Likewise, it is anticipated that the County will continue its current level of financial support for the PEAK Bus.

B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other

Party and shall be calculated for division of property upon termination of the Authority under Paragraph 7 herein below, if such contribution(s) were for capital acquisitions.

C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a public transportation system, or for paying costs associated with a contract whereby public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

D. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

6. **Duration.** The duration of the Authority created by this Agreement shall be for a period of four (4) years, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon one (1) year's written notice. Such notice to be effective shall be given in the month of August. Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

7. **Dissolution of Authority.** Subject to paragraph 6, the Authority may also be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property, real or personal, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. Property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

A. **Mediation.** Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American

Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

B. Arbitration. In the event mediation proves unsuccessful, all controversies or claims arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration. Such arbitration shall be final and binding, and conducted by one (1) neutral arbitrator selected by the Parties. In selecting an arbitrator, the Parties shall each submit the names and qualifications of two (2) proposed arbitrators. Thereafter, each Party shall choose acceptable arbitrators and submit a list ranking its selection from highest to lowest priority starting with the number "one" as its highest ranked arbitrator. The lists shall be compared to determine whether any particular arbitrator is acceptable to all Parties. If not, and if the Parties cannot agree on an arbitrator, the selection shall proceed in accordance with the Uniform Arbitration Act Idaho, Code Section 7901, *et seq.* unless the parties mutually agree otherwise. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of Idaho. Arbitration shall take place in Blaine County, Idaho. The parties shall split equally the arbitrator's costs and expenses. The arbitrator shall have no authority to consider in its decision, or to actually award, attorney fees or costs, punitive damages or consequential damages.

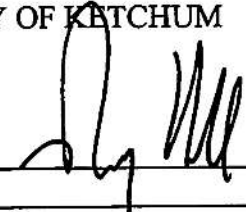
9. Execution and Effect. Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003, shall be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10. Amendment. This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the President of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this 17TH day of January, 2006.


CITY OF KETCHUM

By



Mayor

ATTEST:


City Clerk

CITY OF SUN VALLEY

By _____

Mayor

ATTEST:

City Clerk

CITY OF HAILEY

By _____

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE

By _____

Mayor

ATTEST:

City Clerk

CITY OF CAREY

By:

Mayor

ATTEST:

City Clerk

COMMISSIONERS

BLAINE COUNTY

By _____

By _____

By _____
