

Valley Regional Transit Board of Directors

Meeting Agenda

Wednesday, January 19, 2011

1:30 p.m.

Meridian City Hall - 33 E. Broadway Avenue - Meridian, Idaho

I. CALLING THE ROLL Chair or Chair-elect

II. AGENDA ADDITIONS/CHANGES

III. INSTALLATION OF OFFICERS

A. Officer Succession Page 6 Chair or Chair-elect

The VRT Board will vote on officer succession for 2011. Please see attached memo. Following the officer succession vote, the new chair or chair-elect will conduct the meeting.

B. Officer Nomination New Chair

The Management Committee's recommendations for nominations for open officer positions are noted in the above mentioned memo. Nominations will also be taken from the members prior to the election. The members will vote for the positions of an Ada County Secretary/Treasurer, Ada County At-large member, and Canyon County At-large member.

C. Member Recognition

The VRT Board will recognize and thank David Ferdinand and Kurt Kopadt for their service on the VRT Management Committee.

IV. CONSENT CALENDAR

A. Approval of 12/15/10 VRT Board Meeting Minutes Pages 7-11

B. Acceptance of 12/06/10 Management Committee Meeting Minutes Pages 12-14

C. Acceptance of 12/07/10 Regional Coordination Council Minutes Pages 15-19

D. Location of Management Committee Meetings Page 20 Kelli Fairless

Staff recommends the Management Committee meeting location be moved from the VRT Administration offices to Meridian City Hall beginning February 7th.

E. Rideshare to Bogus Program Pages 21-33 Rhonda Jalbert

On 01/03/11 the Management Committee members reviewed and approved the Rideshare to Bogus Program, Terms of Use, and Privacy Policy. The board will review to ratify the Management Committee's action.

V. ACTION ITEMS

A. Cooperative Agreement between ACHD & VRT/Van Donation Ø

Pages 34-42 Kelli Fairless

The VRT Board will review for approval staff's recommendation to approve Resolution VBD11-002 for a Cooperative Agreement between VRT and ACHD providing for the transfer of out-of-service ACHD Commuteride van to VRT and delegate the authority to the VRT Management Committee to ratify the Agreement once it has been considered by ACHD and the required notice has been posted and considered per Idaho Code 67-2323.

B. Transportation Improvement Program (TIP)

1. FY2012 to FY2016 TIP – 5307 Project Prioritization Ø Pages 43-47 Mary Barker

The board will review and take action on the 5307 project prioritization proposal for fiscal years 2012 through 2016. The VRT Board provides this list of priorities to COMPASS for the COMPASS Board's consideration in the development of the FY 2012 through 2016 Transportation Improvement Program (TIP).

2. FY2012-2016 Regional TIP – Transit Application Rankings Ø

Pages 48-50 Toni Tisdale

Members will review for approval the priorities for transit applications for the FY2012-2016 Regional Transportation Improvement Program as ranked by the Regional Coordination Council on 12/07/10 and approved by the VRT Management Committee on 01/03/11 for recommendation for approval to the VRT Board.

VI. PUBLIC HEARING (NOTICED AS 2:30 P.M. start time)

A. Budget Presentation Ø

Pages 51-56 Rick Thompson

*Rick Thompson will present the budget revisions for fiscal year 2011, which will include the project carry-forwards from FY2010. See **Resolution VBD11-001** and budget carryforwards (Exhibit A).*

B. PUBLIC HEARING - FY 2011 Budget Amendment 1

Chair

The Chairman will conduct a public hearing and take formal comments on the revised FY2011 budget. Following the public hearing, the board will consider adopting the revised FY2011 budget.

C. ACTION

Chair

*The board will consider for approval **Resolution VBD11-001 Budget Amendment 1** to approve the revised FY2011 budget which includes FY2010 carry forwards.*

VII. INFORMATION/COMMITTEE REPORTS

A. Mobility Development Plan and VRT Governance Outreach Ø

Pages 57-60 Kelli Fairless

Staff will provide a progress report on the Mobility Development Plan. The outreach for the plan will also include a discussion on how to assure rural jurisdictions have input into the governance of the public transportation authority as the projects and programs in the rural communities get implemented. The attached memo outlines the outreach process staff will be initiating in February.

B. Community Relations

Mark Carnopis

Mark Carnopis will give an update on Community Relations items.

VIII. STAFF REPORTS

A. Executive Director Report Ø	Pages 61-62	Kelli Fairless
B. Financial and Administration Report Ø	Pages 63-64	Rick Thompson
C. Capital Infrastructure Projects Report Ø	Pages 65-66	Rhonda Jalbert
D. Planning Projects Report Ø	Pages 67-68	Mary Barker
E. Transportation and Operations Report Ø	Pages 69-71	Bruce Sackron
F. Mobility Programs Report Ø	Pages 72-73	Gloria Chigbrow
G. Community Relations Report Ø	Page 74	Mark Carnopis

ADJOURNMENT

Ø = Attachment

Agenda order is subject to change.

NEXT MEETING:

Wednesday, February 16, 2011

1:30 p.m.

Meridian City Hall

33 E. Broadway Avenue

Meridian, Idaho

Arrangements for auxiliary aids and services necessary for effective communication for qualified persons with disabilities or language assistance requests need to be made as soon as possible, but no later than three working days before the scheduled meeting. Please contact Mark Carnopis, Community Relations Manager at 846-8547 extension 4215 if an auxiliary aid is needed.



Memorandum

TO: Valley Regional Transit Board of Directors

FROM: Kelli Fairless, Executive Director

RE: Board Officer Nominations

DATE: January 11, 2011

Action Requested

Consider the action to approve the succession of officers and consider the recommended nominations forwarded to the board by the Management Committee for the open Management Committee positions.

Background

Each January the Board confirms a new slate of Management Committee members. The chair, chair-elect, and vice-chair are in the line of succession and those members move up one position. The chair remains on the Management Committee as the immediate past-chair.

Status

The succession of officers for 2011 would be as follows:

- Tom Dale will move from chair-elect to the chair position;
- Dave Bieter will move from vice-chair to chair-elect;
- Garret Nancolas will move from sec/treasurer to vice-chair; and
- Charlie Rountree will remain on the Management Committee as the immediate past chair.

A list of nominees was developed for open positions over the last several weeks. The positions below comprise the open positions and the recommended nominee for each position.

Ada County – Sec/Treasurer	-- David Zarembo
Ada County – At-large	-- John Evans
Canyon County At-large	-- Kathy Alder

The nominees have indicated a willingness to serve. The Management Committee met on January 3, 2011 to consider the nominations and forward the above succession of officers and the nominations for the open positions to the Valley Regional Transit Board of Directors for their consideration. Board members are also welcome to make nominations from the floor for the board's consideration.



Valley Regional Transit Board of Directors
Meeting Minutes
Wednesday, December 15, 2010
2:30 p.m.
Meridian City Hall -33 E. Broadway Avenue -Meridian, Idaho

MEMBERS PRESENT	MEMBERS ABSENT	OTHERS PRESENT
Kathy Alder, Canyon County	Lisa Bachman, Kuna	Rick Thompson, VRT
Sara Baker, ACHD	John Bechtel, Wilder	Linda Ihli, VRT
Dave Bieter, Boise	Chad Bell, Star	Bruce Sackron, VRT
Elaine Clegg, Boise	Oney Eguia, Parma	Mark Carnopis, VRT
Tom Dale, Nampa	Rob Hopper, Caldwell	Mary Barker, VRT
John Evans, Garden City	Martin Luttrell, Melba	Gloria Chigbrow, VRT
David Ferdinand, Canyon County	Vicki Thurber, Middleton	Rhonda Jalbert, VRT
Chuck Hedemark, CCDC	City of Eagle - TBD	Aaron Wolter, VRT
Curtis Homer, Nampa	City of Notus Rep - TBD	Ted Vanegas, VRT
Casey Jones for Jared Everett, BSU		Bobby Schneider, VR/Boise Services
Kurt Kopadt, Greenleaf		Karen Doherty, HDR
David Lincoln, ACCHD		Ryan Head, ACHD
Garret Nancolas, Caldwell		Toni Tisdale, COMPASS
Charlie Rountree, Meridian		
Craig Slocum, MDC		
Sharon Ullman, Ada County		
Mark Wasdahl for Dave Jones, ITD (ex-officio)		
Rick Yzaguirre, Ada County		
David Zarembo, Meridian		

Chair Charlie Rountree called the meeting to order at 2:30 p.m. with a quorum present.

Mayor Garret Nancolas noted that Rob Hopper recently had surgery following an accident at his home.

Charlie Rountree reminded the members of the joint COMPASS Board and VRT Board holiday lunch to be held Monday, December 20th at noon at the Nampa Civic Center.

AGENDA ADDITIONS/CHANGES - none

CONSENT CALENDAR

Tom Dale moved to approve the Consent Calendar; seconded by David Ferdinand. The motion was approved unanimously. The Consent Calendar consisted of approval of the 11/17/10 VRT Board meeting minutes, acceptance of the 11/01/10 Management Committee meeting minutes, acceptance of the 11/02/10 Regional Coordination Council minutes, and acceptance of Financial Reports as of 09/30/10 (prior to year end adjustments and closing).

ACTION ITEMS**VRT Employee Retirement Plan**

Charlie Rountree explained that staff had evaluated various options to provide a retirement plan for the VRT Meridian employees. The Management Committee reviewed the evaluation on 12/06/10 and recommended seeking membership in the Public Employee Retirement System of Idaho (PERSI). Rick Thompson explained the options and noted that the cost savings associated with the increase in the deductible on the medical plan from \$250 to \$500 will offset the incremental employer cost of membership in PERSI. Future years will be addressed during future budget presentations.

Elaine Clegg moved for approval of Resolution VBD10-031 for VRT Membership in PERSI; seconded by John Evans. The motion was approved unanimously.

Board/Committee Meeting Restructure

The board reviewed the Management Committee's recommendation (12/06/10) on restructuring the board's meeting schedule and committee work sessions.

The recommendations include:

- 1 – Institute monthly regular board meetings
- 2 – Incorporate board education and discussion as information items on regular meetings
- 3 – Enhance opportunities for in-depth policy and technical input through the establishment of ad hoc committees on an as-needed basis
- 4 – Develop a Community Resource Group and a Technical Working Group.

As incoming chair, Tom Dale asked the members to consider what VRT needs to do with board meetings to make them relevant and important to the members. The members were asked to consider the recommendations and send any ideas or comments to Kelli Fairless.

Accept 2011 Management Committee/Board Calendars

The members were asked to accept the 2011 meeting dates for the Management Committee and VRT Board as reviewed and approved at the 12/06/10 Management Committee meeting. Charlie Rountree did note that the Management Committee location may change. It was pointed out that the **VRT Board will meet at 1:30 p.m. beginning January 19th.**

Elaine Clegg moved to accept the 2011 Management Committee and VRT Board calendars; the motion was seconded and approved unanimously.

Regional Coordination Council Membership

Gloria Chigbrow presented the names of four new membership stakeholders on the Regional Coordination Council (RCC) and discussed expanding the membership categories to include a representative from Housing and Urban Development and a representative from the Department of Veterans Affairs as approved by the RCC on 12/07/10.

The new RCC members include:

- Richard Eberle, as the Non Emergency Medical Transportation Stakeholder
- Susan Bradley, as the Transit Rider/Consumer Stakeholder
- Ross Mason, as the Idaho Dept of Health/Welfare Division of Family & Human Services Stakeholder
- Christina Pettis, LINC as the Persons with Disabilities Stakeholder

Tom Dale moved to approve the nominees as presented; seconded by Dave Bieter. The motion was approved unanimously.

Volunteer Ride Reimbursement Program

Gloria Chigbrow reviewed the Volunteer Ride Reimbursement Program which will have qualified volunteers driving VRT vehicles (with no reimbursement) and/or volunteers driving personal vehicles (for reimbursement) providing rides to the determined target market of those who live in rural areas currently not served by VRT fixed route or paratransit service. Rick Thompson noted that the funding for this program will be kept in a special fund. Gloria emphasized that those driving personal vehicles will have their own personal occupancy vehicle insurance. VRT will have insurance above that. It was pointed out that drivers will have a background check through the Department of Motor Vehicles. CTAI has approached VRT about having a part-time AmeriCorps person for the rest of 2011 with a full time person in 2012.

David Ferdinand moved to approve the Volunteer Ride Reimbursement Program; seconded by Elaine Clegg. Elaine Clegg asked for an amendment that it is the understanding that the FTE will be filled by an AmeriCorps member. The maker of the motion agreed. The motion to approve the Volunteer Ride Reimbursement Program with the understanding that the FTE will be filled by an AmeriCorps member was approved unanimously.

INFORMATION

Transportation Improvement Projects (TIP)

Fiscal Year 2012-2016 TIP Recommendations

Mary Barker reviewed the initial FY 2012-2016 Transportation Improvement Projects (TIP). Mary explained that VRT allocates 5307 money as the direct recipient of 5307 Urban and Small Urban funds and noted that staff used the same review process that RTAC uses for STIP funding, but included VRT goals.

Projects were submitted and scored in the following categories:

- *Capital Enhancements:* Projects to build new or expanded facilities or purchase new capital equipment.
- *Capital Maintenance:* Project to maintain existing facilities or replace or repair existing capital equipment.
- *TDM:* Transportation Demand Management - Projects to encourage use of alternative transportation systems.
- *Studies:* Projects to gather data and public opinion about public transportation or analysis of a public transportation issue.
- *Operations:* Project to operate service or provide support to operating service.
- *ITS:* Projects to provide new or enhance existing technology.

The members discussed the questions included in the memo in the packet and concurred that yes, VRT made the right assumption in taking the preventative maintenance off the top; a set percentage is difficult to adhere to; VRT should have a capital replacement schedule and allocate budgeted funds to capital replacement funds for future years.

Mary noted that the next step is to go back to the technical group and make recommendations in terms of which projects to fund and take those recommendations to the Management Committee and then to the VRT Board and COMPASS Board in January.

FY2011-2015 Regional TIP – Transit Application Rankings

Toni Tisdale, COMPASS, reviewed information regarding the transit application and rankings to be included in the FY 2011-2015 Regional Transportation Improvement Program. Toni explained that COMPASS is the liaison to help score this project, and the Regional Coordination Council ranks the projects and did so on 12/07/10.

Toni distributed an updated handout which included the following projects in rank order:

1. WITCO Transportation Improvement Project
2. VRT – Mobility Management Project – Travel Training
3. TVT – Senior and Persons with Disabilities Transportation
4. VRT – Mobility Management Project – Accessible Volunteer Ride Reimbursement Program
5. VRT Mobility Management Project – Marketing of Mobility Programs
6. VRT Mobility Management Project – Franklin Corridor
7. Kuna Senior Center Transportation
- Meridian Rail with Trail - not eligible

The recommendation will go to the VRT Management Committee January 3rd, to the VRT Board January 19th for approval and then to the ITD.

Community Relations

Mark Carnopis explained that ValleyRide has partnered with Google Maps to develop a trip planner for the ValleyRide bus services. The service provides step-by-step transit directions and went live with ValleyRide bus information on December 14th. Mark gave a demonstration on how Google Transit works. He noted that Boise is not yet on the Google listing, but there is a link from the ValleyRide website. Mark will issue a press release regarding the Google Transit Trip Planner. Mark also pointed out the new look of the ValleyRide website.

System Performance and Planning – Mobility Development Plan

Mary Barker explained that staff is combining all the VRT current plans into one Mobility Development Plan. She distributed a timeline for development of the plan. In January, staff will be meeting with each VRT member jurisdiction and highway districts and technical staff showing them the base map and asking what are their long range plans. Mary demonstrated a map showing various service levels overlays that can be added, as well as park and ride lots, transit centers, premium service, and rural zones. The suggestion was made to include high capacity transit service/downtown circulator.

Multimodal Center Site

Rhonda Jalbert presented information on alternate Site D for the downtown Boise Multimodal Center. Charlie Rountree noted an article regarding the multi-modal center in the Idaho Statesman on December 14th. Rhonda Jalbert explained that staff met with FTA on December 3rd regarding the alternate Site D to determine any additional work that would need to be completed. The owner of property has approved the City of Boise and VRT pursuing this as a site for a multimodal center. Staff is reviewing what additional items need to be done for assessment on this property along with entitlement and will be using some information from the existing environmental analysis. Rhonda pointed out that both sites will be viable while further evaluation occurs on the alternative site.

Board Officer Nominations

On 12/16/10, the Management Committee reviewed the open Management Committee positions and discussed potential nominees for open positions.

Charlie Rountree reviewed officer succession and vacancies for 2011 and noted that VRT is seeking members for consideration for nominations for secretary/treasurer out of Ada County. Rick Yzaguirre and David Zaremba were mentioned for that position. Rick Yzaguirre noted that he had talked to Kelli Fairless and is willing to serve, but Matt Stoll also offered him a position on the COMPASS Board, so he would defer to David Zaremba for the VRT position; Charlie reviewed the duties of the secretary/treasurer.

John Evans has indicated he is willing to continue to serve in the Ada County at-large position; and Kathy Alder is willing to fill the Canyon County at-large position.

Charlie asked the members to let Linda Ihli or Kelli Fairless know if they are interested in serving in a leadership position. The Management will consider the nominations for approval at the January 3rd meeting. The officers will be voted on and installed at the January 19th VRT Board meeting.

Stuff the Bus Update

Mark Carnopis gave an update on the Stuff the Bus event held December 4th and noted that almost 7,000 toys were collected which will go to pre-screened families in need.

Procurement Calendar Update

The most current Procurement Calendar was included in the packet.

STAFF REPORTS were included in the packet.

- Executive Director Report – Kelli Fairless
- Financial and Administration Report - Rick Thompson
- Capital Infrastructure Projects Report - Rhonda Jalbert
- Transportation and Operations Report - Bruce Sackron
- Planning Projects Report - Mary Barker
- Mobility Programs Report - Gloria Chigbrow
- Community Relations Report - Mark Carnopis

Charlie Rountree noted this is his last official meeting at VRT Chair as he will not be at the January meeting. He thanked the members for their support and offered holiday greetings to all.

The meeting adjourned at 4:00 p.m.

NEXT MEETING:

*Wednesday, January 19, 2010 at **1:30 p.m. – PLEASE NOTE TIME***

Meridian City Hall

33 E. Broadway Avenue

Meridian, Idaho



Management Committee Meeting Minutes

Monday, December 6, 2010

11:00 a.m.

Valley Regional Transit - 830 N. Main Street Suite 230 - Meridian, Idaho

MEMBERS ATTENDING	MEMBERS ABSENT	OTHERS PRESENT
Dave Bieter, Boise arrived 11:30 a.m.		Kelli Fairless, VRT
Tom Dale, Nampa		Rick Thompson, VRT
John Evans, Garden City		Linda Ihli, VRT
David Ferdinand, Canyon County		Rhonda Jalbert, VRT
Kurt Kopadt, Greenleaf		Bruce Sackron, VRT
Garret Nancolas, Caldwell (call-in)		Mary Barker, VRT
Charlie Rountree, Meridian arrived 11:50 a.m.		Gloria Chigbrow, VRT
		John Ashby, Hawley Troxell
		Ken Pidjeon, Citizen

Chair-elect Tom Dale called the meeting to order at 11:07 a.m. with a quorum available. By general consensus the members agreed to start with the Consent Agenda and Action Items until more members had arrived and then go into Executive Session.

CONSENT AGENDA

John Evans moved to approve the Consent Agenda; seconded by Kurt Kopadt. The motion was approved unanimously. The Consent Agenda consisted of minutes of the 11/01/10 Management Committee Meeting, Financial Reports as of 09/30/10, and establishing 2011 Management Committee/Board Calendars.

ACTION ITEMS

Board/Committee Meeting Proposal

Kelli Fairless reviewed staff's recommendation on restructuring the board's meeting schedule and committee work sessions. The recommendations consisted of:

- 1 – Institute monthly regular board meetings
- 2 – Incorporate board education and discussion as information items on regular meetings
- 3 – Enhance opportunities for in-depth policy and technical input through the establishment of ad hoc committees on an as-needed basis
- 4 – Develop a Community Resource Group and a Technical Working Group

Following discussion, David Ferdinand moved that the Management Committee pass this proposal for recommendation for the board regular meeting; seconded by Kurt Kopadt. The motion was approved unanimously.

Board Officer Nominations

The members reviewed the open Management Committee positions for 2011 and discussed potential nominees.

John Evans is willing to serve again for Ada County At-large position; David Ferdinand will ask Kathy Alder if she is interested in the Canyon County At-large position; Kelli will talk to Rick

Yzaguirre and David Zaremba about the Secretary/Treasurer position and let the members know by email.

The Management Committee will consider the nominations for approval at the January 3rd meeting. The officers will be voted on and installed at the January 19th VRT Board meeting.

EXECUTIVE SESSION

At 11:30 a.m. John Evans moved to go into the Executive Session pursuant to I.C. 67-2345 (f) (1) Litigation/Potential Litigation; seconded by Dave Bieter. Roll call votes was as follows: Kurt Kopadt-yes; David Ferdinand-yes; Dave Bieter-yes; Tom Dale-yes; John Evans-yes; Garret Nancolas-yes. The motion was approved unanimously.

The members convened in regular session at 12:03 p.m. Chair Charlie Rountree then conducted the meeting.

ACTION ITEM (continued)

Subcommittee on Governance and Board Development

The members discussed governance options to improve board effectiveness and to establish a foundation for effective participation in regional coordination and mobility management in Southwest Idaho. A packet of information was distributed at the meeting which included Idaho Code Title 40 Chapter 21-RPTA legislation; VRT Vision Statement, Mission Statement, Priority, and Goals; Organizational Overview; updated organizational chart with Capital Infrastructure added; and Southwest Idaho Mobility Summit Mobility Management/Regional Coordination Action Plan.

Main points of discussion included:

- Proportional representation
- Meet once or twice a year with everyone present
- Accountable to local government
- Foundation for building regional coordination
- Get value for their time
- Manageable size board; nine members suggested

Members were asked to email Kelli with any goals or objectives regarding board governance.

Proposed Agenda Items for Upcoming VRT Board Meeting

The members reviewed proposed agenda items for the upcoming VRT Board meeting on December 15th. Kelli Fairless noted that the Multimodal Center should read Alternative Plan – Site D.

Dave Bieter moved to approve the proposed agenda items for the December 15th board meeting; seconded by Tom Dale. The motion was approved unanimously.

Fiscal Year 2012-2016 TIP Recommendations

Kelli Fairless presented the initial 2012-2016 TIP recommendations. Mary Barker will present the recommendations to the board on December 15th and bring a formal recommendation on the TIP to the Management Committee January 3rd, which will then go to the VRT Board on January 19th.

Volunteer Ride Reimbursement Program

Gloria Chigbrow led a discussion on a draft Business Model for the Volunteer Ride Reimbursement Program which will be on the December 15th board meeting agenda. Gloria reviewed the Business Model and requested input from the members.

The following INFORMATION ITEMS were included in the packet.

- Mobility Program Projects
- Vans for Vehicle Sharing – A memo to the ACHD Commissioners dated 11/29/10 from Michael Brokaw, ACHD Deputy Director Operations/Treasurer, regarding VRT's request to ACHD for donated Commuteride vans was distributed to the members. Staff will be attending the ACHD Commission meeting on December 8th.
- Route 8 Recommendations
- Multimodal Site – alternate Site D
- Capital Infrastructure - Federal Infrastructure Projects spreadsheet was distributed at the meeting.
- Revenue & Cost Allocation Policy
- Procurement Calendar

AJOURNMENT

Tom Dale moved to adjourn the meeting at 1:05 p.m.; seconded by David Ferdinand. The motion was approved unanimously.

NEXT MEETING:

Monday, January 3, 2011

11:00 a.m.

Valley Regional Transit

830 N. Main Street Suite 230

Meridian, Idaho



**Regional Coordination
Meeting Minutes
Tuesday December 7, 2010
9:00 a.m.**

LINC - 1878 W Overland Road - Boise, ID

MEMBERS PRESENT	MEMBERS ABSENT	OTHERS PRESENT
Leslie Felton-Jue, Collister Nbrhd Assoc-call in	TBD, Transit Rider	Gloria Chigbrow, VRT
Brooke Green, CTAI, District 3 LMMN	TBD, Dept. of Labor	Linda Ihli, VRT
Patty Haller, Idaho Office for Refugees-call in	TBD, Dept. of Health & Welfare	Rich Eberle, AMR Access2Care
Harmon Hurren, Nampa School District	Liisa Itkonen, COMPASS	Susan Bradley, Nat'l Fed of the Blind/ID
Brian Jain, Idaho Commission for the Blind	Terri Lindenberg, Treasure Valley Transit	Ross Mason, Health & Welfare
George Knight, Boise State University	Jan Raeder, Senior Solutions	Toni Tisdale, COMPASS
Kirk Montgomery, ACHD Commuteride		William Knowlden, LINC AmeriCorps
Mitch Young, AARP Idaho		
Todd Wilder, LINC		

Welcome/Agenda Additions or Changes

Chair Mitch Young started the meeting at 9:10 a.m. A quorum was not yet present, so by general consensus those presented agreed to begin with information items.

INFORMATION ITEMS

Mobility Programs Update

Gloria reviewed the Mobility Programs as follows:

- Accessible Cab Service
- Ride Reimbursement Program
- Accessible Vehicle Service
- Franklin Corridor Service – Kelli Fairless noted that SILC will be the project lead. SILC will hire a consultant who may just be confirming the route that VRT has already worked on. Kelli requested that the RCC be the stakeholder group. SILC hasn't heard if they have been awarded the grant yet. If SILC does not get the Mobility Improvement Grant (MIG), the earliest VRT could start the route is October 1st, 2011.

A quorum was established at 9:20 a.m.

- Travel Training Program and Senior Ambassador Program – call 345-RIDE
- Vehicle Sharing Program – VRT has requested vehicles through ACHD. Staff will be meeting with the ACHD Commission in a work session on Wednesday, December 8th at 11:00 a.m. with the regular meeting beginning at noon. Kelli noted that there is a public comment period in the regular meeting if any RCC members would want to attend the meeting.

Open Discussion/ Announcements

Brooke Green noted that CTAI has applied for the AmeriCorps program for the next year that SILC was doing, so CTAI is looking for host sites for the next AmeriCorps year.

Gloria explained that VRT has been approached by AmeriCorps for a half/time member through the remainder of the AmeriCorps year. This person will work on the implementation of the Ride Reimbursement Program. VRT would like to have a full-time AmeriCorps member for the next AmeriCorps year.

CONSENT AGENDA

It was noted that the meeting minutes on the Consent Agenda should read November 2, 2010, meeting, not October 5th meeting.

Todd Wilder moved to approve the November 2, 2010 meeting minutes; seconded by Leslie Felton-Jue. The motion was approved unanimously.

ACTION ITEMS**VRT Coordination Efforts**

Kelli Fairless reviewed the goals of the Mobility Coordination Action Plan.

The goals of the **Mobility Coordination Action Plan** include:

- **Goal 1** – complete a Southwest Idaho Regional Plan to be called the VRT Mobility Plan which will effectively coordinate with all counties that touch the Ada/Canyon counties borders.
- **Goal 2** – One Stop Shop in the region for transportation which includes a technology plan that will implement Route Match software and tie the 345-RIDE customer service number and Rideline.org together.
- **Goal 3** – Governance Structure –establish a more effective way for the decision making process through a more representative zones or rural representation/urban representation, or proportionate vote. The VRT Management Committee is taking on this issue in an effort to create a bridge for VRT to be more effective at coordination.
- **Goal 4** – establish a working group to help find a local funding source.

Kelli noted that she will be bringing stages of the process to the RCC for recommendations to the VRT Board and asked that the RCC accept the responsibility as that group. Kelli reported on the coordinated efforts that VRT is involved with which are listed below. Kelli requested the RCC expand its role and provide input and guidance to VRT on these programs.

- **Refugee Resources Strategic Plan** is the impetus that created the Mobility Coordination Action Plan from the April 2010 Mobility Summit. The Refugee Plan was included in the packet. Kelli pointed out the Transportation Section and noted that she would like the RCC to be the steering committee in that effort.
- **Senior Roundtable** was initiated by the City of Boise Mayor's Office. In discussing senior issues, transportation was identified as a major barrier in serving seniors as it is with refugees and other groups. The Roundtable is looking at a connection between housing, transportation, and seniors, or any other group, and will work with a group of stakeholders on ways of building institutional capacity to better serve seniors.
- **Junior High Pass Demonstration** was also initiated by the City of Boise. In working to get young people more involved in civic activities, transportation was a major barrier. VRT has a bus pass program with the Boise School District. A junior high pass program is being looked at for three target schools – North Jr. High, South Jr. High, and Fairmont Jr. to provide passes to junior high students in 2011. The students will be surveyed now and at end of the project in terms of how involved they would get to determine if this can be an ongoing program. High school students are designing the marketing plan, and the City of Boise Parks & Recreation Department is working on the outreach.

Brooke Green moved that the Regional Coordination Council advise VRT on the Mobility Action Plan, Refugee Resource Plan, Senior Roundtable, and Junior High Pass Demonstration; seconded by Harmon Hurren. Following discussion, the motion was approved unanimously.

Project Prioritization

Toni Tisdale, COMPASS distributed a Summary of Applications and Recommended Ranking for FTA 5310/5311/5316/5317 funding and a Scoring Sheet. Toni noted the short applications for these projects were in the packet, except for the Northwest Stage Lines which was for capital equipment for a vehicle traveling from Boise to northern Idaho. Toni will get that application to Gloria to get it out to the RCC members. Toni noted that the Meridian Rail Trail project is not eligible for these funding sources. Members were asked to prioritize projects that best meet the needs in the region, based on the strategies of the 3C Local Mobility Management Plan (LMMP) and eligibility of projects.

Gloria informed the members that if they have any connections to these projects to abstain from voting. Brooke Green noted that she will not be voting on any of the projects as she is helping with statewide scoring.

After discussion, the members ranked the projects. Toni tallied the rankings and took an average after removing the high/low score. Toni reported on the results at the end of the meeting as follows:

- 1 – WITCO - Transportation Improvement Project
- 2 – VRT Mobility Management Project - Travel Training
- 3 – TVT – Senior and Persons with Disabilities Transportation
- 4 – VRT – Mobility Management Project - Accessible Volunteer Ride Reimbursement Program
- 5 – VRT – Mobility Management Project - Marketing of Mobility Programs
- 6 – VRT – Mobility Management Project - Franklin Corridor
- 7 - Kuna Senior Center Transportation

Volunteer Ride Reimbursement Program

Gloria reviewed the Volunteer Ride Reimbursement Program draft Business Model with the members and noted that the VRT Management Committee reviewed the model on 12/06/10. The VRT Board will review it on December 15th.

Site Selection

- Requested suggestions for sites to park vehicles to provide rides for the target markets of those who live in rural areas currently not served by VRT fixed route or paratransit service and for all areas in the two county region after current service hours end.
- Brian Jain has a regional peer support group that meets one day per month and could use this service one day a month to get people to and from the meeting. Brian will get a list of the peer support groups in the state to Gloria to look at from a 3C LMMN area perspective.
- VRT, RSVP in Caldwell and Boise, SAGE and other programs that have been contacted in this process, will recruit the drivers. VRT is coordinating with them.
- These funds will first be used for Ada/Canyon counties; then may be able to partner with other counties.
- Look at existing park and rides on the south side of Nampa and east side of Nampa.
- Look at Meridian as it is not currently served.
- Clarification on what parameters are under Operators of Vehicles, qualification process and standards.

Scheduling of Vehicle

- Begin with pen/paper
- In process of getting Route Match Software implemented
- Define as two work days rather than 24 or 48 hours
- Include hours of operation – Monday through Friday from 8:00 a.m. to 6:00 p.m.

Cost of Service

- Should there be a fee? Should it be income based, zone based, or flat fee?
- Suggested using the same fee as ACCESS (\$3.00) as a flat fee, zone by zone because going across zones or county by county. Could combine counties into one zone.
- Are volunteers reimbursed by mileage or flat fee?
- If using personal vehicle, driver would be reimbursed from start to finish
- Personal vehicle required to have insurance.
- VRT insurance will be above and beyond that.
- Will park and ride lots be located in an area where someone can monitor the vehicles so they aren't vandalized? CWI has security.

Program Evaluation

- Let Gloria know of further goals or performance measures other than what is listed

The Business Model will be presented to VRT Board at the December 15th board meeting. The plan is to have the Volunteer Ride portion implemented in January with Accessible Vehicles available by July.

RCC Membership and Policies

Gloria reviewed the new members and policies and noted that membership terms were established to be fluid and will be revisited each November. Members discussed increasing membership categories to include a representative from Housing and Urban Development and a representative from the Veteran's Administration.

Brian Jain moved to add two new members to the membership category; seconded by Kirk Montgomery. The motion was approved unanimously.

Todd Wilder moved to approve policies and procedures a-e (listed below); seconded by Brian Jain. The motion was approved unanimously.

- Provide members with the option to call in for meetings
- Put action items first on the agenda
- Membership Categories Representatives will be informally reviewed at the November RCC meeting yearly
- By-laws not needed; this can be revisited at the November 2011 RCC meeting
- Alternates will not be assigned at this time; this can be revisited at the November 2011 RCC meeting

Membership List and Calendar

The members reviewed the 2011 Membership List and calendar for 2011.

Proposed new members included:

- **Richard Eberle**, as the Non Emergency Medical Transportation Stakeholder
- **Susan Bradley**, as the Transit Rider/Consumer Stakeholder
- **Ross Mason**, as the Idaho Dept of Health/Welfare Division of Family & Human Services Stakeholder
- **Christina Pettis**, LINC as the Persons with Disabilities Stakeholder

Kirk Montgomery moved to accept the new members; seconded by Leslie Felton-Jue. The motion was approved unanimously.

Gloria noted that approval of the new members by the VRT Board will be on the December 15th board agenda. Mitch Young welcomed the new members and thanked Todd Wilder, Terri Lindenberg, Darrel Quist, and Landis Rossi for their service on the RCC. Leslie Felton-Jue asked that the chair be added to the membership list. Election of a vice-chair will be on the January agenda.

ADJOURNMENT

Kirk Montgomery moved to adjourn the meeting at 11:15 a.m.; seconded by Brian Jain. The motion was approved unanimously.

NEXT MEETING

Tuesday, January 4, 2011

COMPASS

800 South Industry Way

Meridian ID



Memorandum

TO: Board of Directors
FROM: Kelli Fairless, Executive Director
RE: Management Committee Meeting Location Change
DATE: January 10, 2011

Action Requested

Approve moving the Management Committee meetings from the VRT Administration Office to Meridian City Hall beginning February 7th until the new VRT Administration building is completed.

Background

The Management Committee has been meeting at the VRT Administration offices in Meridian which is becoming increasingly more difficult to conduct business due to the cramped quarters of the meeting space. Staff would also like the ability to use the audio visual equipment which is available at Meridian City Hall.

Staff Recommendation

Staff is recommending the Management Committee meetings be moved from the VRT Administration Office to Meridian City Hall beginning February 7th until the new VRT Administration building is completed in order to have the use of audio visual equipment to assist staff in laying out issues and provide a meaningful education process to the members. Charlie Rountree has secured Conference Room A at Meridian City Hall for VRT's Management Committee meetings.



Memo

TO: VRT Board of Directors

FROM: Rhonda Jalbert-Capital Infrastructure Project Manager

RE: Rideshare to Bogus Program

DATE: January 11, 2010

Information:

VRT, Bogus Basin Recreational Association, Inc., has tentatively agreed to cooperate with respect to VRT's sponsorship of a Rideshare Program, fashioned after SnowBomb.com, a rideshare program for travel from the Bay Area to the Lake Tahoe ski resorts (<http://www.snowbomb.com/>).

Terms of Use (TOU) and Privacy Policy will be required. The TOU and Privacy Policy have been substantially completed, and drafts are attached as Exhibits 1 and 2, respectively.

Fiscal Notes:

The cost for the website design and public outreach is estimated to be \$10,000.

Status

VRT Staff has completed the Web site and it is ready to be activated, pending finalization of all documents.

Liability and insurance issues, as raised by Bogus Basin have been addressed, with inclusion of Bogus Basin as additional insured, per language approved by VRT's insurance carrier, The Hartwell Corporation.

Once the documents are executed, the Rideshare to Bogus website can be activated and made ready for use.

Exhibit List:

Exhibit 1 - Terms of Use
Exhibit 2 - Privacy Policy

EXHIBIT 1

TERMS OF USE

1. **ACCEPTANCE OF TERMS:** The Rideshare to Bogus Web site (www.ridesharetobogus.org) (the "**Rideshare Web Site**") provides a collection of online resources, including classified ads, forums, and various email services (referred to hereafter as the "**Service**"), subject to the terms and conditions set forth in this Terms of Use ("**TOU**"). By using the Service in any way, you are agreeing to comply with this TOU. In addition, when using the Service in any way, you are agreeing to abide by any and all applicable guidelines, posted or otherwise available, for the Service, which guidelines may change at any time, and from time to time. Should you object to any term or condition of this TOU, any Rideshare guidelines, or any subsequent changes thereto, or if you become dissatisfied with the Rideshare Web Site or the Service, your only recourse is to immediately discontinue use of the Rideshare Web Site and the Service (reference hereinafter to "**Rideshare**" means and includes the Rideshare Web Site, the Service, the Rideshare Web Site program, the Rideshare Web Site organization (including, without limitation, its officers, directors, member, agents, contractors and employees) and any and all other facets of the Rideshare Web Site, as meaning and context may require, broadly construed and interpreted). BY CLICKING ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE SO BOUND, DO NOT CLICK ON "I AGREE" AND DO NOT USE OR PARTICIPATE IN THE RIDESHARE WEB SITE OR THE RIDESHARE PROGRAM.

2. **AGE RESTRICTION; THIRD PARTY REPRESENTATION:** The Service is restricted to use by people who are 18 years old or older at the time they use the Service. No one under the age of 18 may use the Service at any time. This is to ensure that anyone who participates in Rideshare is a legal adult. By using the Service you represent that you are 18 years or older and of legal age in your jurisdiction to enter into the binding agreements set forth in this TOU. If you are not able to make the representations in the preceding sentence you are prohibited from using the Service, however, any unauthorized use of the Service by you shall be subject to this TOU until such unauthorized use has been terminated. By using the Service on behalf of any third party you are representing to Rideshare that you are an authorized representative of that third party and that your use of the Service represents such third party's acceptance of this TOU.

3. **CHANGES TO THIS TOU:** Rideshare reserves the right, in its sole discretion, at any time, and from time to time, to change, modify or otherwise alter the terms and conditions set forth herein. Such changes, modifications or alterations shall become effective immediately upon their adoption, when posted or otherwise made available. You must review this TOU on a regular basis to keep yourself apprised of any changes. You can find the most recent version of this TOU at www.ridesharetobogus.org. If you wish to be notified of any changes to this TOU, you must e-mail us at www.ridesharetobogus.org, and if your e-mail address changes at any time, you are responsible for notifying us of your new address by sending an e-mail to www.ridesharetobogus.org. If you choose not to be notified of any changes to this TOU by not complying with the preceding e-mail notification requirements, you thereby waive your right to notification and agree that you are responsible for reviewing this TOU each time you visit the Rideshare Web Site. In all cases, your use of the Rideshare Web Site following any change, modification or alteration of this TOU will signify your assent to and acceptance of such change, modification or alteration, even if Rideshare fails to send you an e-mail notification.

4. **CONTENT:** You understand that all profiles, postings, messages, text, files, images, photos, videos, sounds, or other materials (collectively, "**Content**") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("**Item**") of Content that you post, email or otherwise make available via the Service. You understand that Rideshare does not control, and is not responsible for Content or any Item made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the Rideshare Web Site and any

Content available through the Service may contain links to other web sites, which are completely independent of the Rideshare program and the Rideshare Web Site. Rideshare makes no representation or warranty whatsoever as to the accuracy, completeness or authenticity of the information contained in any other web site. Your linking to any other web sites is at your own risk.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Rideshare be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service.

You acknowledge and agree that Rideshare does not pre-screen or approve Content, but that Rideshare shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service for violating the letter or spirit of this TOU or for any other reason.

5. **THIRD PARTY CONTENT, SITES, AND SERVICES:** The Rideshare Web Site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party Content which is completely independent of the Rideshare Web Site, including, without limitation, web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that the Rideshare Web Site, and its sponsor, Valley Regional Transit (“VRT”), shall not be responsible or liable for any loss or damage of any sort incurred arising out of or related in any way to your use of the Service or as the result of any dealings you may have with any third parties which arise out of or are in any way whatsoever related to your use of the Service. If there is a dispute of any kind between participants on the Rideshare Web Site, or between users and any third party, you understand and agree that Rideshare is under no obligation whatsoever to become involved. Further, in the event that you have a dispute with one or more other users, you hereby unconditionally release Rideshare, its officers, employees, agents and successors or assigns from any and all claims, demands and damages (whether direct, indirect, incidental, actual, special, consequential or exemplary) of every kind or nature whatsoever, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service.

You unconditionally waive any statute that provides that a general release does not extend to claims which the party executing the release does not know or suspect to exist in his or her favor at the time of executing the release, which, if known would have materially affected his or her settlement with the party released.

6. **NOTIFICATION OF CLAIMS OF INFRINGEMENT:** If you believe that any of your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated on or by the Rideshare Web Site, please notify Rideshare’s agent for notice of claims of copyright or other intellectual property infringement (“Agent”), at www.valleyregionaltransit.org or at the following address: Valley Regional Transit, 830 N. Main St., Suite 230, Meridian, ID 83642, attn: Rideshare to Bogus Agent.

Please provide Agent with the following Notice:

- a) Identify the material on the Rideshare web site that you claim is infringing, with enough detail so that we may locate it on the website;

- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- d) Your address, telephone number, and email address; and
- e) Your physical or electronic signature.

The Rideshare Web Site will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

7. **PRIVACY AND INFORMATION DISCLOSURE:** The Rideshare Web Site has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address: www.ridesharetobogus.org. The Privacy Policy is incorporated herein by this reference thereto.

Your use of the Rideshare Web Site or the Service signifies acknowledgement of and agreement to Rideshare's Privacy Policy. You further acknowledge and agree that Rideshare may, in its sole discretion, preserve or disclose your Content, or any Item thereof, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process; enforce this TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g., phone number, street address) of third-parties has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of Rideshare, its users or the general public.

8. **CONDUCT:** You agree not to post, email, or otherwise make available Content that:

- a) is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) is pornographic or obscene;
- c) harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) impersonates any person or entity, including, but not limited to, a Rideshare employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures);
- e) includes personal or identifying information about another person without that person's explicit consent;
- f) is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- g) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

h) constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;

i) constitutes or contains any form of advertising or solicitation if: posted in areas of the Rideshare Web Site which are not designated for such purposes; or emailed to any Rideshare Web Site users who have not indicated in writing that it is okay to contact them about other services, products or commercial interests;

j) includes links to commercial services or web sites, except as specifically allowed in the Service;

k) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

l) disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or

m) employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

n) contact anyone who has asked not to be contacted;

o) "stalk" or otherwise harass or bully anyone;

p) collect personal data about other users for commercial or unlawful purposes;

q) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service;

r) post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on Rideshare's infrastructure;

s) attempt to gain unauthorized access to Rideshare's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Rideshare Web Site; or

t) use any form of automated device or computer program that enables the submission of postings on the Rideshare Web Site without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

9. **POSTING AGENTS:** A "**Posting Agent**" is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on Rideshare's resources, you may not use a Posting Agent to post Content to the Service without the prior written permission or license from Rideshare. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with the prior written permission or license from Rideshare.

10. **NO SPAM POLICY:** You understand and agree that sending unsolicited email advertisements to the Rideshare Web Site email addresses or through the Rideshare Web Site computer systems, which is expressly

prohibited by this TOU, will use or cause to be used servers located in Idaho and other states. Any unauthorized use of the Rideshare Web Site email addresses or computer systems is a violation of this TOU and may violate certain federal and state laws, including, without limitation, the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.). Such violations may subject the sender and his or her agents to civil and criminal penalties.

11. **LIMITATIONS ON SERVICE:** You acknowledge that the Rideshare Web Site may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that Rideshare has no responsibility or liability whatsoever for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Rideshare reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that Rideshare shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. **ACCESS TO THE SERVICE:** The Rideshare Web Site grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by the Rideshare Web Site. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with Rideshare's robots.txt file. A "general purpose internet search engine" does not include a website or search engine or other service that specializes in ride sharing, car pooling, or similar services; or which is in the business of providing such services.

The Rideshare Web Site permits you to display on your website, or create a hyperlink on your website to, individual postings on the Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of this TOU, absent express permission granted by Rideshare to do so. You may also create a hyperlink to the home page of the Rideshare web site so long as the link does not portray the Rideshare Web Site, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

The Rideshare Web Site may offer various parts of the Service in RSS format so that users can embed individual feeds into a personal website or blog, or view postings through third party software news aggregators. The Rideshare Web Site permits you to display, excerpt from, and link to the RSS feeds on your personal website or personal web blog, provided that (a) your use of the RSS feed is for personal, non-commercial purposes only, (b) each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (c) you provide, adjacent to the RSS feed, proper attribution to the Rideshare Web Site as the source, (d) your use or display does not suggest that the Rideshare Web Site promotes or endorses any third party causes, ideas, web sites, products or services, (e) you do not redistribute the RSS feed, and (f) your use does not overburden the Rideshare Web Site systems. Rideshare reserves all rights in the Content of the RSS feeds and may terminate any RSS feed at any time.

Use of the Service beyond the scope of authorized access granted to you by Rideshare immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license in writing from Rideshare.

13. **TERMINATION OF SERVICE; SURVIVAL:** You agree that Rideshare, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise

terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if Rideshare believes that you have acted inconsistently with the letter or spirit of this TOU. Further, you agree that Rideshare shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. The terms and conditions of this TOU shall survive any termination of this TOU until expiration of all applicable statutes of limitation.

14. PROPRIETARY RIGHTS: The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as, *inter alia*, a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Rideshare Web Site or the collective work, and/or copying or reproducing the Rideshare Site or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the prior written consent of the Rideshare Web Site. You further agree not to reproduce, duplicate or copy Content without the prior written consent of Rideshare, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

Although Rideshare does not claim ownership of Content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Rideshare an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, make, have made, sell, lease, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant Rideshare all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

15. DISCLAIMER OF WARRANTIES:

YOU AGREE THAT USE OF THE RIDESHARE WEB SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE RIDESHARE WEB SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDESHARE DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE RIDESHARE WEB SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDESHARE DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE RIDESHARE WEB SITE OR THE SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE RIDESHARE WEB SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDESHARE DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE RIDESHARE WEB SITE OR THE SERVICE.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

16. LIMITATIONS OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL RIDESHARE BE LIABLE FOR DIRECT, INDIRECT,

INCIDENTAL, ACTUAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF RIDESHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE RIDESHARE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE RIDESHARE WEB SITE OR THE SERVICE, FROM INABILITY TO USE THE RIDESHARE WEB SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE RIDESHARE WEB SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE RIDESHARE WEB SITE OR THE SERVICE OR ANY LINKS ON THE RIDESHARE WEB SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE RIDESHARE WEB SITE OR THE SERVICE OR ANY LINKS ON THE RIDESHARE WEB SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

17. INDEMNITY AND RELEASE: VRT is sponsoring Rideshare as contemplated in this TOU as a public service to the general public and receives no compensation for same. Neither Bogus Basin Recreational Association, Inc. ("**Bogus Basin**") nor any third party (such as, by way of example, and not limitation, any park-and-ride parking lot provider, including, without limitation Bogus Basin and Healthwise, Inc.) is in any way affiliated with VRT in VRT's sponsorship of Rideshare. All Rideshare users are encouraged to verify the identity of any person(s) giving/receiving a ride, and neither VRT nor any third party (such as, by way of example and not limitation, Bogus Basin or Healthwise, Inc.) is responsible for or assumes any obligation related in any way to parties who elect to utilize the Service. Accordingly, and without limitation on any of the other provisions hereof, you, by utilizing the Service, agree to, and hereby do, unconditionally release VRT and any other third party (such as, by way example and not limitation, Bogus Basin and Healthwise, Inc.), their agents, contractors, employees, affiliates, officers and shareholders from any claims or damages, including accidents, related in any way to the Service, and further agree to indemnify, defend, protect and hold VRT and any other third party (such as, by way example and not limitation, Bogus Basin and Healthwise, Inc.), their agents, contractors, employees, affiliates, subsidiaries, directors, officers, successors and assigns harmless for, from and against any and all loss, liability, claims, damages, costs, expenses, actions and demands, including reasonable attorney fees and court costs, made by any third party due to or arising out of your use of the Service, any Content you submit, post or make available through the Service, your use of any park-and-ride parking lot in conjunction with your use of the Service, your violation of this TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another. Rideshare reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this section. You agree not to settle any matter subject to the foregoing indemnification obligations without the prior written consent and approval of Rideshare.

18. GENERAL: This TOU constitutes the entire agreement between you and Rideshare and governs your use of the Service, superseding any prior agreements between you and Rideshare. This TOU shall be governed by the laws of the State of Idaho without regard to its conflict of law provisions. You and Rideshare agree to submit to the personal and exclusive jurisdiction of the courts located within the counties of Boise, Ada, Canyon, and Elmore, Idaho. The failure of Rideshare to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOU shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. VIOLATION OF TERMS AND LIQUIDATED DAMAGES: Please report any violations of the TOU, by flagging the posting(s) for review, or by emailing to: www.ridesharetobogus.org. Rideshare's failure to act with respect to a breach by you or others does not waive Rideshare's right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for Rideshare to pursue legal action to enforce this TOU, you will be liable to pay Rideshare the following amounts as liquidated damages, which you accept as reasonable estimates of Rideshare's damages for the specified breaches of this TOU:

a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay Rideshare one thousand dollars (\$1,000) for each such message. This provision does not apply to messages that are lawful non-deceptive parodies of public figures.

b. If Rideshare establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay Rideshare one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access the Rideshare Web Site in excess of such limits, whichever is higher.

c. If you send unsolicited email advertisements to the Rideshare Web Site email addresses or through the Rideshare Web Site computer systems, you agree to pay Rideshare twenty five dollars (\$25) for each such email.

d. If you post Content in violation of this TOU, other than as described above, you agree to pay Rideshare one hundred dollars (\$100) for each Item of Content posted. In its sole discretion, Rideshare may elect to issue a warning before assessing damages.

e. If you are a Posting Agent that uses the Service in violation of this TOU, in addition to any liquidated damages under clause (d), you agree to pay Rideshare one hundred dollars (\$100) for each and every Item of Content posted in violation of this TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "**Principal**"), and the Principal (by engaging the Posting Agent in violation of this TOU) agrees to pay Rideshare an additional one hundred dollars (\$100) for each Item of Content posted by the Posting Agent on behalf of the Principal in violation of this TOU.

f. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of this TOU without Rideshare's prior written permission, you agree to pay Rideshare three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay Rideshare's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this TOU, Rideshare retains the right to seek the remedy of specific performance of any term contained in this TOU, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this TOU, or any combination thereof.

20. FEEDBACK: We welcome your questions and comments. Please contact us at www.ridesharetobogus.org.

[Insert "I Agree" link.]

EXHIBIT 2

PRIVACY POLICY

(Updated 12/8/2010)

PRIVACY POLICY

INFORMATION WE COLLECT AND HOW WE USE IT

Personal Information

In order to do the best possible matching, some personal information is needed. In general this information is kept private and not shared or displayed to other users, unless you check the "Public" boxes. However, your User Name (a nickname of your choosing) and your AboutMe (a paragraph describing yourself) are visible to everyone.

You may choose to provide personal information (such as your name, address, telephone number and email address) on our Web site. Here are some of the ways you may provide the information and the types of information you may submit. We also tell you how we may use the information.

Email Address

Your email address is used for:

- Administrative Purposes - example: we will email your password if you've forgotten it.
- Messages from users requesting carpooling.

Normally you wouldn't want to make your email address public (avoids unwanted emails). If you send a message requesting carpooling, your email address is sent to the other party; this is necessary so they can reply.

Your Name

All communications is done using your User Name, so your real name is normally kept private. However you can optionally make it public.

Street Address

We need this information so we can make better matches for carpooling with users closer to you. The information is normally kept private; however, you can make it public.

Zipcode

We recommend making your zipcode public, especially if you keep your street address private. Users can use your zipcode to decide if they want to carpool.

Phone Number

You can optionally make your phone number public. Users with carpool intentions would be able to contact you by phone as well as by email. Of course you are free to share your phone number with prospective carpoolers using email to send it.

Your Profile

Your profile describes yourself. Your profile is used by our system so users can match you for carpools. When users match you they can view your profile before deciding if they want to contact you for carpooling. We recommend making your profile public.

Your Preferences

Your preferences describe the ideal matching users you want to carpool with. Our system will do its best to match users fitting your preferences when you do a search. You can keep your preferences private; however, if you make it public, it would be just additional information that can influence whether users would contact you for carpools. Example: if your preference is non-smoker, and you make your preference public, a smoker would not waste your time contacting you for carpooling.

AboutMe

You can also use the AboutMe to emphasize your profile and preferences, especially if you keep your profile and preferences private. Examples:

- Non-Smoking Skiers Only please
- Willing to share driving, I can drive stick shift.
- Please call me at 555-5555, I don't use email regularly.

Contact Rideshare

If you email us through the "Contact Us" link on our Web site, we ask you for information such as your name and email address so we can respond to your questions and comments. You may choose to provide additional information as well.

Newsletter E-mail Updates

If you would like to receive our newsletters, we ask for your name and email address so we can send you the same.

Rideshare Info

On our Web site, we provide Rideshare's postal addresses, phone numbers, and a generic contact email so visitors can reach us. If you email us, please be aware that you will be providing us with your email address and any other information you include in your email.

Non-Personal Information

We collect certain aggregate and non-personal information when you visit our Web site. Aggregate and non-personal information does not relate to a single identifiable visitor. It tells us such things as how many users visited our Web site and the pages accessed. By collecting this information, we learn how to best tailor our Web site to our visitors.

[Will you use cookies and log IP addresses? If so, you may consider adding: “When you visit our Web site, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identify your browser. Our Web site uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to our Web site. Persistent cookies can be removed by following your browser’s help file directions. A session cookie is temporary and disappears after you close your browser. You can set your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of our Web site may not function properly if the ability to accept cookies is disabled. Our Web site automatically receives and records information on our server logs from your browser, including your Internet Protocol (“IP”) address, your cookie information, the page you request and how long and how often you watch one of our videos. When you use our Web site, our server may automatically record certain information that your Web browser sends whenever you visit any Web site. These server logs may include information such as your Web request, IP address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.”]

INFORMATION WE SHARE

We do not sell or otherwise disclose personal information about our Web site visitors, except as described here. We may share information provided by our visitors to our Web site with service providers we have retained to perform services on our behalf. These service providers are contractually restricted from using or disclosing the information except as necessary to perform services on our behalf or to comply with legal requirements. In addition, we may disclose information about you (i) if we are required to do so by law or legal process, (ii) to law enforcement authorities or other government officials, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity.

We reserve the right to transfer any information we have about you in the event we sell or transfer all or a portion of Rideshare. Should such a sale or transfer occur, we will use commercially reasonable efforts to direct the transferee to use personal information you have provided through our Web site in a manner that is consistent with this Privacy Policy.

LINKS TO OTHER SITES

We provide links to other Web sites for your convenience and information. These Web sites may have their own privacy policies or statements in place, which we recommend you review if you visit any linked Web sites. We are not responsible for the content of linked sites or any use of any other Web sites.

CHILDREN’S PRIVACY

Our Web site is not directed to children under the age of thirteen and we do not knowingly collect personal information from children under the age of thirteen on our Web site. If we become aware that we

have inadvertently received personal information from a visitor under the age of thirteen on our Web site, we will delete the information from our records.

Some links on our Web site may take our Web site visitors to other Web sites that are directed to kids. These other Web sites have their own privacy policies or statements that address children's privacy. We encourage you to read these privacy policies or statement if you visit any linked Web sites directed to children.

HOW WE PROTECT PERSONAL INFORMATION

We maintain administrative, technical and physical safeguards to protect against unauthorized disclosure, use, alteration or destruction of the personal information you provide on our Web site.

UPDATES TO OUR PRIVACY POLICY

This Privacy Policy may be updated periodically and without prior notice to you to reflect changes in our online information practices. We will post a notice on our Web site to notify you of any significant changes to our Privacy Policy and indicate at the top of the Policy when it was most recently updated.

HOW TO CONTACT US

If you have any questions or comments about this Privacy Policy, or if you would like us to update information we have about you or your preferences, please contact us by:

Calling us at: (208) 555-5555 or

Writing us at: Valley Regional Transit, 830 N. Main St., Suite 230, Meridian, ID 83642, attn: Rideshare to Bogus.



Memorandum

TO: Board of Directors
FROM: Kelli Fairless, Executive Director
RE: Agreement for ACHD Vehicle Donation
DATE: January 11, 2011

Action Requested

Approve Resolution VBD11-002, Cooperative Agreement (Attachment 1) between VRT and ACHD providing for the transfer of one ACHD Commuteride van. Delegate the authority to the Management Committee to ratify the Agreement once it has been considered by ACHD and the required notice has been posted and considered per Idaho Code 67-2323 (Attachment 2).

Background

Valley Regional Transit made a request to the Ada County Highway District Board of Commissioners to receive a donated Commuteride van that is being taken out of service. The Ada County Highway District Board agreed to donate one van. The staffs of the two jurisdictions have been working through the provisions of a cooperative agreement that meets the code requirements that guides the donation of and acceptance of donated personal property.

This has been particularly challenging because there are two separate provisions in Idaho Code that guide this type of agreement between ACHD and VRT. In the code that directs how ACHD is required to donate items, the parties are required to post in the newspaper a notice of the terms of the agreement and a date when the agreement will be considered. VRT has agreed to comply with this and will be completing the required posting in advance of the agreement being considered by the Ada County Highway District Board of Commissioners meeting on February 2, 2011.

Staff Recommendation

Attached is the resolution and agreement for the board's consideration. Staff recommends approval of Resolution VBD11-02 providing the board's intent to accept the transfer of personal property owned by Ada County Highway District to Valley Regional Transit. The legal notice of the written Agreement will be posted per the requirements. In order to comply with the legal notice requirement, staff recommends the VRT Board of Directors authorize the Management Committee to ratify the Agreement after ACHD has met the required notification and acted on the Agreement. The Management Committee is scheduled to meet on February 7, 2011. This is five days after the ACHD Commissioners will act on the agreement.

Attachments

- 1 - Idaho Code 67-2323
- 2 - Cooperative Agreement

67-2323.WRITTEN AGREEMENT BEFORE TRANSFER -- PUBLICATION OF NOTICE. Prior to any such conveyance or transfer, a written agreement shall be made between units of government or districts for a conveyance or transfer of real or personal property from one to the other with or without consideration.

Notice of the general terms of the agreement shall be given by publication in at least two (2) issues in a newspaper printed or of general circulation in the county or counties in which such respective units are located and having general circulation within such county or counties. Said notice shall give time and place of the next regular or special meeting of each respective unit at which time the governing board of such units propose to ratify such an agreement. The first publication shall be made not less than twelve (12) days prior to each meeting, and the last publication of notice shall be made not less than five (5) days prior to each meeting.

VALLEY REGIONAL TRANSIT BOARD RESOLUTION

COOPERATIVE AGREEMENT BETWEEN
VALLEY REGIONAL TRANSIT AND ADA COUNTY HIGHWAY DISTRICT

RESOLUTION VBD11-002

BY THE BOARD OF VALLEY REGIONAL TRANSIT A COOPERATIVE AGREEMENT AUTHORIZING THE TRANSFER OF PERSONAL PROPERTY OWNED BY THE ADA COUNTY HIGHWAY DISTRICT TO VALLEY REGIONAL TRANSIT

WHEREAS, pursuant to Idaho Code, Chapter 21, Title 40, and as a result of the approval of the voters of Ada and Canyon Counties on November 3, 1998, a regional public transportation authority (now known as “**Valley Regional Transit**”) was created to serve Ada and Canyon counties; and

WHEREAS, Idaho Code § 40-2109(1) confers to Valley Regional Transit, as a regional public transportation entity, exclusive jurisdiction over all publicly funded or publicly subsidized transportation services and programs except those transportation services and programs under the jurisdiction of public school districts and law enforcement agencies within Ada and Canyon Counties; and

WHEREAS, VRT has committed to improve mobility for target populations including those with low income, refugees, seniors, and persons with disabilities; and

WHEREAS, ACHD staff has researched the disposition of two (2) fifteen (15) passenger vans and feels it is in best interest of the Ada County Highway District to transfer the surplus property of one out-of-service CommuteRide van to Valley Regional Transit; and

WHEREAS, Idaho Code § 40-2109(7) provides that VRT may enter into cooperative agreements with highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.

WHEREAS, Idaho Code § 40-2110 provides that other governmental entities may enter into cooperative agreements with VRT in order to convey personal property to VRT in recognition of the costs of VRT; and

WHEREAS, As applicable to the Ada County Highway District, Idaho Code §§ 67-2322 to 67-2324 provide for the transfer of property by units of government and districts to other units of government and districts, with or without consideration, pursuant to written agreement made by the parties prior to the transfer; and

WHEREAS, Ada County Highway District, will enter into an Agreement with Valley Regional Transit to Transfer Personal Property pursuant to sections 67-2322 to 67-2324 of the *Idaho Code*, and copies of the Agreements are attached hereto as Exhibit A, and under the Agreement with Valley Regional Transit, Ada County Highway District will transfer to Valley Regional Transit one used 2003 Blue, Ford model E350 15 passenger van, V.I.N. No. 1FBSS31L93HB77119 without consideration; and

WHEREAS, Notices of the terms of each Agreement to Transfer Personal Property and the dates and times of the Ada County Highway District Board of Commissioners' and Valley Regional Transit's regular meetings to consider ratification of each Agreement to Transfer Personal Property are to be published in accordance with Sections 40-206 and 67-2323 of the *Idaho Code*; and

WHEREAS, Idaho Code § 40-2108(2) and (5) provide that Valley Regional Transit, as a regional public transportation entity has power to raise and expend funds as provided in Idaho Code Chapter 21, Title 40 and to make contracts as may be necessary or convenient for the purposes of the Regional Public Transportation Authority Act; and

WHEREAS, Idaho Code § 40-2109 (5) provides that the Board of Valley Regional Transit may adopt resolutions consistent with law, as necessary, for carrying out the purposes of Chapter 21, Title 40, Idaho Code and discharging all powers and duties conferred to Valley Regional Transit pursuant to Chapter 21, Title 40.

WHEREAS, the Board of Valley Regional Transit has created a Management Committee, conferring specific authority upon it to discharge its powers, pursuant to Resolution 2003-002;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF VALLEY REGIONAL TRANSIT:

Section 1. That the Board of Valley Regional Transit accepts the transfer from Ada County Highway District of one used 2003 Blue, Ford model E350 15 passenger van, V.I.N. No. 1FBSS31L93HB77119 without consideration

Section 2. That the Board of Valley Regional Transit delegates the authority to the VRT Management Committee to ratify the Agreement to Transfer Personal Property (Exhibit A) between the Ada County Highway District and Valley Regional Transit once it has been considered by ACHD and the required notice has been posted and considered per Idaho Code 67.2323.

Section 3. That this Resolution shall be in full force and effective immediately upon its adoption by the Board of Valley Regional Transit and its approval by the Board Chair.

ADOPTED by the Board of Valley Regional Transit, this 19th day of January, 2011.

APPROVED by the Board Chair this ___ day of _____, 2011.

ATTEST:

APPROVED:

SECRETARY

CHAIR

**COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
ADA COUNTY HIGHWAY DISTRICT
RE
TRANSFER OF PERSONAL PROPERTY**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this 2nd day of February, 2011, by and between VALLEY REGIONAL TRANSIT, the regional public transportation authority (“**VRT**”) and ADA COUNTY HIGHWAY DISTRICT, a public corporation organized, existing, and authorized under Chapter 13, Title 40, Idaho Code (“**ACHD**”). VRT and ACHD collectively may be referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. VRT is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of the November 3, 1998 public referendum.

B. ACHD is the single county-wide highway district in and for Ada County, Idaho created pursuant to Idaho Code, Chapter 14, Title 40.

C. Idaho Code § 40-2109(7) provides that VRT may enter into cooperative agreements with highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.

D. Idaho Code § 40-2110 provides that other governmental entities may enter into cooperative agreements with VRT in order to convey personal property to VRT in recognition of the costs of VRT.

E. As applicable, Idaho Code §§ 67-2322 to 67-2324 provide for the transfer of property by units of government and districts to other units of government and districts, with or without consideration, pursuant to written agreement made by the parties prior to the transfer.

F. The Parties desire to cooperate in the transfer of certain personal property (the Vehicle, as described below) from ACHD to VRT, the purpose of which is for VRT to use the same in its vehicle sharing program and/or other public transportation programs, and the effect of which will be to defray the costs of VRT with respect to such programs.

G. In Resolution Number 976 adopted on the 19th day of January, 2011, the Board of Commissioners of ACHD found that the personal property described below was no longer useful to ACHD within the meaning of Idaho Code § 40-1309(2), and not necessary to the use

of ACHD in meeting its statutory duties and responsibilities within the meaning of Idaho Code §§ 40-1310 and 40-1406, authorized ACHD Staff to negotiate the terms of an agreement with VRT providing for the transfer of the certain personal property described to VRT, and scheduled a public hearing before the Board of Commissioners of ACHD to consider the proposed transfer of the certain personal property described below to VRT and the terms of the agreement relating thereto.

AGREEMENT

NOW THEREFORE, in the Parties agree as follows:

1. The Recitals set forth above are a part of this Agreement and not mere recitals.
2. ACHD agrees to transfer to VRT, and VRT agrees to accept, without consideration, the following-described motor vehicle (the "**Vehicle**"):

<u>Year</u>	<u>Make</u>	<u>Description</u>	<u>Vehicle I.D. Number</u>
2003	Ford	E350 15 Passenger van	1FBSS31L93HB77119

3. ACHD and VRT agree that the Vehicle shall be transferred "AS IS" and ACHD does not in any way, expressly or impliedly, give any warranties. **ACHD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE.**

4. VRT shall pay all governmentally imposed transfer fees incident to the transfer of the Vehicle, and shall reimburse ACHD if ACHD pays such fees.

5. The Parties agree that the transfer of the Vehicle by ACHD to VRT shall be in addition to, and not replace or substitute for, any other contribution that ACHD may make to VRT.

6. The Parties shall each publish notice of this Agreement pursuant to the requirements set forth in Idaho Code §§ 67-2322 to 67-2324, which are that: (i) notice of the general terms of this Agreement be published for two (2) consecutive days in a newspaper printed of general circulation in the county or counties in which the Party is located and having general circulation within such county or counties; and (ii) the notice shall give the time and place of the next regular or special meeting at which time the Party's governing board proposes to ratify this Agreement. The Parties shall each provide a the other a copy of the affidavit of publication to or other evidence that provides proof of publication within seven (7) days from the last date of publication.

7. Each Party to this Agreement shall provide to the other Party the minutes or other documents evidencing that each Party's governing board has ratified this Agreement, the same to be provided within fourteen (14) days after the date of the meeting wherein each governing board, respectively, ratified this Agreement.

8. The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants and conditions of this Agreement and each shall deal fairly with the other.

9. The duration of this Agreement shall be until such time as the Vehicle has been transferred to VRT; all transfer fees have been paid or reimbursed by VRT; and the other terms and conditions of this Agreement have been fulfilled; provided, however, that Section 4 of this Agreement shall survive the term of this Agreement indefinitely.

10. There will be no financing; a budget will not be required.

11. VRT and ACHD shall jointly administer the cooperative undertaking contemplated by this Agreement, until the Vehicle is transferred to VRT, at which time VRT shall be solely responsible.

12. Upon termination of this Agreement, VRT will own the Vehicle outright, to use and dispose of same in compliance with applicable statutory authority.

13. Miscellaneous:

(a) Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body, and is fully vested with the authority to bind such Party in all respects.

(b) If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the Parties, and shall survive the severed provisions.

(c) This Agreement constitutes the entire Agreement between VRT and ACHD concerning the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

(d) The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This Agreement shall be binding on the Parties, and their successors and assigns.

(g) This Agreement may be executed in counterparts and such counterparts shall constitute one agreement binding on the Parties. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the Parties.

ADA COUNTY HIGHWAY DISTRICT:

VALLEY REGIONAL TRANSIT:

By: William J. Schweitzer
Its: Director

By: Kelli Fairless
Its: Executive Director

Attest: _____
Secretary

Attest: _____
Secretary



Memorandum

TO: VRT Board

FROM: Mary Barker, Service Development Manager

RE: FY 2012 – 2016 Transportation Improvement Program (TIP) for 5307 Funds

DATE: January 8, 2010

Action Requested

Take action on the 5307 FY2012 through FY2016 priorities recommended by the Management Committee on January 3, 2011.

Funding Implications

The 2012-2016 TIP will outline how VRT proposed the allocation of 5307 funds for the specified years.

Background

The Community Planning Association of Southwest Idaho (COMPASS) has the legal responsibility to adopt the Transportation Improvement Program (TIP). The TIP must include all projects that will be funded with federal funds and all regional projects that meet the defined standard of regionally significant.

COMPASS is developing the 2012-2016 TIP and has requested the VRT board provide public transportation project priorities for consideration in the document. In past TIP documents, VRT has submitted project priorities that accounted for all the 5307 urban and small urban funds for which VRT is the direct recipient.

Due to unmet need and a reduction in other federal transit funding sources, other public transportation providers in the Boise TMA and the Nampa UZA were included in the prioritization of projects beginning in the fiscal year 2016. Therefore, VRT planning staff developed a project list for funding requests and a scoring process to evaluate each project from all providers to help determine which projects to forward for consideration into the TIP.

At the last Management Committee meeting, the committee reviewed project priorities from a package of options that came about in the scoring process. The priority options proposed by staff reflected the direction given at the last VRT Board meeting:

- That the funds necessary to operate and maintain the current transit service in Ada and Canyon counties should be taken off the top and the remaining funds should be allocated for other projects.
- That a specific percentage of funds of the remaining funds should not be set aside for certain types of projects.

- That VRT staff take into account large funding needs in future years.

Only one priority option was considered in Canyon County due to limited capital funding available in Canyon County. Three priority options were proposed for Ada County as shown in the attached spreadsheet (Attachment 1).

Status

The Management Committee approved the proposed Canyon County priority option (Attachment 2). The attached spreadsheet shows the recommended projects to maintain the existing operations and maintenance amounts to operate the current system and the proposed project priority for the use of the 5307 capital funds.

The Management Committee approved the priorities proposed in Option 2 for Ada County with the direction that the ACHD van projects not be included in the funding priorities for the Section 5307 funds (Attachment 3). The attached spreadsheet for Ada County shows the recommended operations and maintenance funds to operate the current system and the proposed 5307 capital projects.

A detailed spreadsheet of all projects for which funding was requested will be available at the meeting.

Staff Recommendation

VRT staff recommends the VRT Board adopt the proposed priorities for Canyon County and Ada County 5307 TIP.

Next Steps

The resulting 5307 TIP recommendations will be presented to RTAC and then to the COMPASS Board for approval and inclusion in the 2012-2106 TIP.

5307 FUNDING PLAN
ADA COUNTY

	2012	2013	2014	2015	2016	2017
5307 OPERATIONS	\$309,096	\$309,096	\$309,096	\$309,096	\$309,096	\$309,096
5307 PLANNING	\$106,882	\$106,882	\$106,882	\$106,882	\$106,882	\$106,882
5307 SYSTEM ENHANCEMENTS	\$33,434	\$33,434	\$33,434	\$33,434	\$33,434	\$33,434
5307 PREVENTATIVE MAINTENANCE	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313
5307 ASSOCIATED CAPITAL MAINTENANCE	\$331,386	\$331,386	\$331,386	\$331,386	\$331,386	\$331,386
5307 CAPITAL	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000

5307 CAPITAL - FUNDING PACKAGE OPTION 1	FUNDING	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000
	BALANCE	\$319,000	\$304,523	\$294,646	\$340,569	\$442,492	\$407,492

16	BSU Replacement Shuttles	Buy 5 replacement shuttles 25-30ft cutaways (\$100,000 Per)	129	\$415,000	Purchase 2	Purchase 2	Purchase 1		
25	VRT Technology	Equipment & software identified in each phase of tech plan	168	\$80,000	Purchase	Purchase	Purchase	Purchase	Purchase
17	VRT Large Fixed Line Vehicle Replacement	Replace 13 large fixed line buses (\$500,000 per)	125	\$4,980,000		Purchase 1	Purchase 1	Purchase 1	Purchase 1
18	Commuteride Replacement Vans	Purchase replacement vans (\$35,000 per)	119	\$700,000			Purchase 2		
19	VRT Support Vehicle Replacement	Replace 2 support vehicles	99	\$28,800			Purchase 2		
21	VRT Support Vehicle Replacement	Replace two staff cars (\$19,000 per)	73	\$30,400		Purchase			

5307 CAPITAL - FUNDING PACKAGE OPTION 2	FUNDING	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000
	BALANCE	\$565,000	\$283,846	\$2,692	\$21,615	\$114,415	\$216,338

16	BSU Replacement Shuttles	Buy 5 replacement shuttles 25-30ft cutaways (\$100,000 Per)	129	\$415,000			Purchase 2	Purchase 3	
25	VRT Technology	Equipment & software identified in each phase of tech plan	168	\$80,000		Purchase	Purchase	Purchase	Purchase
17	VRT Large Fixed Line Vehicle Replacement	Replace 13 large fixed line buses (\$500,000 per)	125	\$4,980,000		Purchase 2	Purchase 2	Purchase 1	Purchase 1
18	Commuteride Replacement Vans	Purchase replacement vans (\$35,000 per)	119	\$700,000				Purchase 2	
19	VRT Support Vehicle Replacement	Replace 2 support vehicles	99	\$28,800				Purchase	
21	VRT Support Vehicle Replacement	Replace two staff cars (\$19,000 per)	73	\$30,400				Purchase	

5307 CAPITAL - FUNDING PACKAGE OPTION 3	FUNDING	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000
	BALANCE	\$565,000	\$283,846	\$82,692	\$224,615	\$23,462	\$205,385

25	VRT Technology	Equipment & software identified in each phase of tech plan	168	\$80,000		Purchase		Purchase 1/2	
17	VRT Large Fixed Line Vehicle Replacement	Replace 13 large fixed line buses (\$500,000 per)	125	\$4,980,000		Purchase 2	Purchase 2	Purchase 1	Purchase 2

CANYON COUNTY 5307 FUNDING RECOMMENDATION

			2012	2013	2014	2015	2016	2017	2017
5307 OPERATIONS			\$429,253	\$429,253	\$429,253	\$429,253	\$429,253	\$429,253	\$429,253
5307 PLANNING			\$112,724	\$112,724	\$112,724	\$112,724	\$112,724	\$112,724	\$112,724
5307 SYSTEM ENHANCEMENTS			\$11,065	\$11,065	\$11,065	\$11,065	\$11,065	\$11,065	\$11,065
5307 PREVENTATIVE MAINTENANCE			\$308,413	\$308,413	\$308,413	\$308,413	\$308,413	\$308,413	\$308,413
5307 ASSOCIATED CAPITAL MAINTENANCE			\$199,080	\$199,080	\$199,080	\$199,080	\$199,080	\$199,080	\$199,080
5307 CAPITAL			\$34,899	\$34,899	\$34,899	\$34,899	\$34,899	\$34,899	\$34,899
5307 CAPITAL - FUNDING PACKAGE OPTION 1									
			FUNDING	\$34,899	\$34,899	\$34,899	\$34,899	\$34,899	\$34,899
			BALANCE	\$34,899	\$69,798	\$46,597	\$37,496	\$54,795	\$89,694
			PROJECT SCORE						
			TOTAL PROJECT COST						
				Hold	Hold			Hold	
22	VRT Small Fixed Line Vehicle Replacement	Replace 9 small fixed line vehicles (\$90,000 per)	125	\$522,900			Purchase 1		Purchase 2
4	Canyon County Vanpool Purchase	Purchase 4 new vans & preventative maintenance (\$45,000 per)	155	\$176,000			Purchase 1		
24	VRT Support Vehicle Replacement	Replace support vehicle in Nampa	76	\$17,600				Purchase	

ADA COUNTY 5307 FUNDING RECOMMENDATION

	2012	2013	2014	2015	2016	2017	2018
5307 OPERATIONS	\$309,096	\$309,096	\$309,096	\$309,096	\$309,096	\$309,096	\$309,096
5307 PLANNING	\$106,882	\$106,882	\$106,882	\$106,882	\$106,882	\$106,882	\$106,882
5307 SYSTEM ENHANCEMENTS	\$33,434	\$33,434	\$33,434	\$33,434	\$33,434	\$33,434	\$33,434
5307 PREVENTATIVE MAINTENANCE	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313	\$1,460,313
5307 ASSOCIATED CAPITAL MAINTENANCE	\$331,386	\$331,386	\$331,386	\$331,386	\$331,386	\$331,386	\$331,386
5307 CAPITAL	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000

5307 CAPITAL - FUNDING PACKAGE OPTION 2

		FUNDING	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000	\$565,000
		BALANCE	\$565,000	\$283,846	\$385,769	\$21,615	\$115,415	\$217,338	\$16,185
		PREOJCT SCORE	TOTAL PROJECT COST						
16	BSU Replacement Shuttles Buy 5 replacement shuttles 25-30ft cutaways (\$100,000 Per)	129	\$415,000			Purchase 1	Purchase 4		
25	VRT Technology Equipment & software identified in each phase of tech plan	168	\$80,000		Purchase	Purchase	Purchase	Purchase	Purchase
17	VRT Large Fixed Line Vehicle Replacement Replace 13 large fixed line buses (\$500,000 per)	125	\$4,980,000		Purchase 2	Purchase 1	Purchase 2	Purchase 1	Purchase 2
19	VRT Support Vehicle Replacement Replace 2 support vehicles	99	\$28,800					Purchase	
21	VRT Support Vehicle Replacement Replace two staff cars (\$19,000 per)	73	\$30,400					Purchase	

MEMORANDUM

TO: Valley Regional Transit Board of Directors
FROM: Toni Tisdale, Principal Planner, COMPASS
DATE: January 10, 2011
RE: Approve Priorities for Transit Applications for the
 FY2012-2016 Regional Transportation Improvement
 Program

ACTION REQUESTED:

Approve priorities for the transit applications and rankings to be included in the FY2012-2016 Regional Transportation Improvement Program.

BACKGROUND:

With the approval of the *Local Mobility Management Network 3C Mobility Plan*, approved in November 2010, the process was set in motion for approval of certain types of transit projects. Projects in the following programs must fit within the strategies of the *Local Mobility Management Network 3C Mobility Plan* and go through a prioritization process:

- FTA 5310 – Elderly Persons and Persons with Disabilities – provides funding through a formula program to increase mobility for the elderly and persons with disabilities.
- FTA 5311 – Formula Grants for Other than Urbanized Areas – provides capital and operating assistance for rural and small urban public transportation systems.
- FTA 5316 – Job Access and Reverse Commute (JARC) – provides funding for local programs that offer job access and reverse commute services to provide transportation for low income individuals who may live in the city core and work in suburban locations.
- FTA 5317 – New Freedom – encourages services and facility improvements to address the transportation needs of persons with disabilities that go beyond those required by the Americans with Disabilities Act, and provides a new formula grant program for associated capital and operating costs.

COMPASS staff acts as the liaison in the prioritization process.

STATUS:

The Regional Coordination Council (RCC), a subcommittee of Valley Regional Transit (VRT), serves as the scoring committee for the transit applications, and scored the projects on December 7, 2010. The VRT Executive Committee concurred with RCC's recommendations on January 3, 2011. The Idaho Transportation Department (ITD) will consider all applications for funding except those under the funding categories of FTA 5316/5317 Large Urban programs, which go directly to Valley Regional Transit.

The project ranked applications are summarized and provided as Attachment 1. COMPASS staff requests the Management Committee's approval to recommend the attached priorities.

Attachment (1) – Summary Applications

pc: 685.03

TT:dw T:\FY11\600 Projects\685 TIP\1216 TIP\Applications\Transit\110110mmoVRTFY12apps.doc



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Summary of Applications and Recommended Ranking
FTA 5310, 5311, 5316, and 5317

Rank	Agency	Project Name and Description	Possible Source	Amount
1	WITCO	WITCO Transportation Improvement Project – WITCO’s long-range planning includes the replacement of old, high-mileage (typically over 150,000-200,000 miles) cars and vans that are used to transport individuals with disabilities. For FY2012, WITCO wants to replace its 2000 Chevrolet E-3500 12-passenger van. The van has been driven 268,930 miles.	5310, 5317 SU, R	\$40,000
2	VRT	Mobility Management Project – Travel Training – Funds for this program will go to support the ongoing implementation of the travel training program. Trainers build successful working relationships between the Regional Transit Authority (RTA) and the Ada community, as well as partnerships with senior/assisted living facilities and with the Refugee Resettlement Agency. Trainers provide training to customers to enhance travel skills necessary to independently use fixed route service as well as providing public outreach and builds relationships with customers regarding RTA services to assist the people with disabilities, seniors and other travel needs to travel safely and independently using RTA fixed route service. They are responsible for one-on-one training for customers transitioning from Para-transit to fixed route services, as well as outreach to elementary, junior high, and high schools. Trainers also develop the Senior Ambassador program.	5316 LU, SU, R, 5317 LU, SU, R	\$48,000
3	TVT	Senior and Persons with Disabilities Transportation – Treasure Valley Transit (TVT) proposes to fill a gap in transportation and meet the underserved populations of seniors and persons with disabilities in Canyon County. Currently, ValleyRide provides fixed route service in Nampa and Caldwell with para-transit service within a ¾ mile area of the routes. TVT currently provides transportation to the general public and Medicaid clients within Canyon County at a published rate structure. This funding would enable TVT to provide transportation to senior and disabled clients who are unable to obtain the existing service.	5310, 5317 SU	\$60,000
4	VRT	Mobility Management Project – Accessible Volunteer Ride Reimbursement Program – Ongoing funding. The funds applied for will provide for management of the program as well as reimbursement for rides provided by volunteers. The service will be available for the elderly and disabled at all times, for those in areas where there is no fixed route service – at all times, and for anyone in areas when fixed route service hours have ended.	5316 LU, SU, R, 5317 LU, SU, R	\$73,600
5	VRT	Mobility Management Project – Marketing of Mobility Programs – This project will provide for marketing of the Mobility programs developed by VRT. Funds may be used for but will not be limited to: providing for wraps for vehicles, marketing promotion by way of website, television, and the development of other marketing materials best suited to the areas that the programs served. Matching funds for this project have been identified.	5316 LU, SU, R, 5317 LU, SU, R	\$120,000
6	VRT	Mobility Management Project – Franklin Corridor – Service Implementation for Franklin Corridor – Ongoing support of new route originally funded through a Medicaid Infrastructure Grant.	5316 SU, 5317 SU	\$112,000
7	Kuna	Kuna Senior Center Transportation – Transportation for the elderly along with our elderly	5310	\$38,571

ITEM V-B-2

Rank	Agency	Project Name and Description	Possible Source	Amount
	Senior Center	handicapped in a rural community. We have monthly trips to other senior centers and activities. We also service people with disabilities. Our bus also gets used five days a week for doctors' appointments, shopping trips, and programs for the seniors. The senior center is currently open three days a week, but we are working on opening up five days a week. We can come up with a small amount of money through donation.		
Not eligible	Meridian	Meridian Rail with Trail – Construction of a 16-foot wide asphalt bicycle and pedestrian pathway using the Union Pacific Railroad corridor.	5316 LU	\$2,000,000
		Total		\$2,492,171

LU=Large Urban, SU=Small Urban, R=Rural



Memorandum

TO: Board of Directors

FROM: Rick Thompson, Finance Director

RE: FY 2010 Budget Carryover

DATE: January 10, 2011

Action Requested

Approve the FY 2011 Budget Amendment 1. The Management Committee approved FY 2011 Budget Amendment 1 on 01/03/11 and directed staff to publish notice of a Public Hearing. The notice has been published as required.

Background

At the end of each year, unexpended budget authority is carried forward from the prior year budget to the current year budget. The current budget amendment is bringing forward funding that was approved by the VRT Board in the FY 2010 budget but was not expended during that fiscal year. Attached to this memo is a schedule of those budget line items that comprise the requested budget amendment.

Staff Recommendation

Staff recommends that the VRT Board of Directors approve the FY 2011 Amended Budget.

Attachments

Notice of Public Hearing – FY2011 Budget Amendment 1
Resolution VBD11-001
Exhibit 1 – FY2011 Budget Carry Forward

-

Notice of Public Hearing

Valley Regional Transit Board Consideration of FY 2011 Budget Amendment

In accordance with Idaho Code Title 40 Chapter 21, Section 12, Valley Regional Transit notifies the public that it intends to review and consider for adoption a budget amendment for FY 2011. The Valley Regional Transit Board will meet at 2:30 PM on Wednesday January 19, 2011 at the Meridian City Hall located at 33 E. Broadway Ave. Meridian Idaho.

People are welcome to make comments at the public hearing, limiting their comments to no more than three (3) minutes. Comments may also be mailed, faxed or e-mailed by 4:00 PM, Tuesday January 18, 2011 to the destinations listed below. All comments will be provided to the Valley Regional Transit Board for review.

Mailing address: Valley Regional Transit Fax Number: (208)846-8564 FY11 Budget Hearing
 Attn: FY2010 Budget Hearing E-mail: rthompson@valleyregionaltransit.net –
 830 N. Main Suite 230 Subject FY 2011 Budget Hearing
 Meridian, ID 83642

Fiscal Year 2011 Budget Revenues

Valley Regional Transit Planning and Grant Administration	
Federal Capital Assistance	\$726,000
Federal Planning Assistance	\$1,210,426
Local Planning Assistance	\$302,606
Local Capital Assistance	\$181,500
Local Operating Assistance	\$1,008,835
	\$3,429,367
Boise Transportation Management Area (TMA) Transit Services	
Directly Generated Revenue	\$800,000
Auxiliary Transportation Revenue	\$60,000
Other Revenue	\$100,000
Federal Operating Assistance	\$1,602,807
Federal Capital Assistance	\$9,310,157
Local Operating Assistance	\$4,440,988
Local Capital Assistance	\$1,230,421
	\$17,544,373
Nampa Urbanized Area (UZA) Transit Services	
Directly Generated Revenue	\$179,500
Auxiliary Transportation Revenue	\$6,000
Federal Operating Assistance	\$1,391,534
Federal Capital Assistance	\$3,587,126
Local Operating Assistance	\$687,277
Local Capital Assistance	\$359,633
	\$6,211,070

Expenditures

Valley Regional Transit Planning and Grant Administration	
Wages and Salaries	\$715,880
Fringe Benefits	\$429,775
Professional Services	\$946,065
Material and Supplies	\$12,300
Utilities	\$19,200
Casualty and Liability	\$15,000
Miscellaneous	\$89,625
Interest Expense	\$0
Leases and Rentals	\$66,500
Depreciation - Unfunded Expense	\$1,600
Capital Expenses	\$1,135,022
	\$3,430,967
Boise Transportation Management Area (TMA) Transit Services	
Wages and Salaries	\$2,965,140
Fringe Benefits	\$2,167,835
Professional Services	\$405,512
Material and Supplies	\$1,175,950
Utilities	\$100,270
Casualty and Liability	\$185,000
Miscellaneous	\$32,300
Interest Expense	\$0
Leases and Rentals	\$46,800
Depreciation - Unfunded Expense	\$1,143,500
Capital Expenses	\$10,465,566
	\$18,687,873
Nampa Urbanized Area (UZA) Transit Services	
Wages and Salaries	\$659,829
Fringe Benefits	\$307,368
Professional Services	\$1,162,721
Material and Supplies	\$519,956
Utilities	\$63,744
Casualty and Liability	\$73,500
Purchased Transportation	\$0
Miscellaneous	\$75,970
Interest Expense	\$1,524
Leases and Rentals	\$37,752
Depreciation - Unfunded Expense	\$154,000
Capital Expenses	\$3,308,706
	\$6,365,070

VALLEY REGIONAL TRANSIT BOARD RESOLUTION

**FISCAL YEAR 2011 BUDGET REVISIONS
Budget Amendment 1
RESOLUTION VBD11-001**

BY THE BOARD OF VALLEY REGIONAL TRANSIT TO ADOPT THE FISCAL YEAR 2011 BUDGET AMENDMENT 1 TO SUPPORT VALLEY REGIONAL TRANSIT'S PROGRAM OF PROJECTS UNDER THE DIVISIONS OF REGIONAL PLANNING AND PROGRAM SUPPORT, BOISE TRANSPORTATION MANAGEMENT AREA (TMA) SERVICES, AND NAMPА URBANIZED AREA (UZA) TRANSIT SERVICES.

WHEREAS, pursuant to Idaho Code, Chapter 21, Title 40, and as a result of the approval of the voters of Ada and Canyon Counties on November 3, 1998, a regional public transportation authority (now known as "**Valley Regional Transit**") was created to serve Ada and Canyon Counties; and

WHEREAS, Idaho Code § 40-2109(1) confers to Valley Regional Transit, as a regional public transportation authority, exclusive jurisdiction over all publicly funded or publicly subsidized transportation services and programs except those transportation services and programs under the jurisdiction of public school districts and law enforcement agencies within Ada and Canyon Counties; and

WHEREAS, Idaho Code § 40-2108(2) and (5) provide that Valley Regional Transit, as a regional public transportation authority, has power to raise and expend funds as provided in Idaho Code Chapter 40, Title 21 and to make contracts as may be necessary or convenient for the purposes of the Regional Public Transportation Authority Act; and

WHEREAS, Valley Regional Transit is required by Idaho Code § 40-2112(5) to adopt an annual budget not later than the Tuesday following the first Monday in September for the ensuing fiscal year; and

WHEREAS, the Valley Regional Transit Board adopted the FY2011 budget at the July 21, 2010, VRT Board meeting by Resolution VBD10-018; and

WHEREAS, Valley Regional Transit is required to include all federally funded projects in the Transportation Improvement Program (TIP) and the State Transportation Improvement Program (STIP); and

WHEREAS, Valley Regional Transit is required to include all federally funded planning projects in the Unified Planning and Work Program Transportation Supplement adopted by the Community Planning Association of Idaho, the federally designated metropolitan planning organization for Ada and Canyon Counties as a condition of receiving federal planning assistance funds; and

VBD11-001

WHEREAS, Valley Regional Transit set a time and place for a public hearing on the annual Budget Amendment 1, and met all the required notification and public posting requirements as outlined in Idaho Code Sections 40-2112(5) and 40-206; and

WHEREAS, Idaho Code § 40-2109(5) provides that the Board of Valley Regional Transit may adopt resolutions consistent with law, as necessary, for carrying out the purposes of Chapter 40, Title 21, Idaho Code and discharging all powers and duties conferred to Valley Regional Transit pursuant to Chapter 40, Title 21.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF VALLEY REGIONAL TRANSIT:

Section 1. That the Valley Regional Transit Board of Directors adopts the Fiscal Year 2011 Budget Amendment 1, which includes the project carry-forwards from FY10 to FY11 to support projects under the Regional Program Planning Support, the Boise TMA Transit Division, and the Nampa UZA Transit Division (Exhibit A; FY11 Budget Carry Forwards).

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption by the Board of Directors of Valley Regional Transit and its approval by the Board Chair.

ADOPTED by the Board of Valley Regional Transit, this 19th day of January 2011.

APPROVED by the Board Chair this ___ day of _____, 2011.

ATTEST:

APPROVED:

SECRETARY

CHAIR

**Valley Regional Transit
FY 2011 Budget Carry Forward**

Grant	Description	Total Carryover	Federal	Local
Boise				
ID-95-0001	FL Buses Remaining Grant Balance	\$21,945	\$17,556	\$4,389
ID-04-0017	ADA Van Replacement	\$3,220	\$2,673	\$547
ID-90-0081	ADA Van Replacement	\$23,710	\$18,968	\$4,742
ID-90-0081	Non-ARRA Bus Stop Enhancements	\$29,668	\$23,734	\$5,934
ID-90-0065	Non-ARRA Bus Stop Enhancements	\$17,651	\$14,121	\$3,530
ID-90-0065	Fuel Island Renovation	\$9,040	\$7,232	\$1,808
ID-90-0068	Non-ARRA Bus Stop Enhancements	\$9,514	\$7,611	\$1,903
ID-90-X089	Miscellaneous Support Equipment	\$130,072	\$104,058	\$26,014
ID-90-X100	ADP Hardware	\$5,000	\$4,000	\$1,000
ID-90-X107	BTMA Acquire Shop Equipment	\$26,265	\$21,012	\$5,253
ID-90-X107	BTMA Safety and Security	\$33,625	\$26,900	\$6,725
ID-90-X107	BTMA Preventative Maintenance	\$75,011	\$60,009	\$15,002
ID-96-X001	ADP Hardware/Software (ARRA)	\$445,357	\$445,357	\$0
ID-96-X001	Statewide 511Project (ARRA)	\$68,000	\$68,000	\$0
		\$898,078	\$821,230	\$76,848
Nampa				
ID-90-0083	Bus Leases	\$17,828	\$14,262	\$3,566
	Fixed Line Operations	\$16,770	\$13,416	\$3,354
	Preventative Maintenance	\$3,056	\$2,445	\$611
ID-90-X102	Security Cameras	\$2,431	\$1,945	\$486
	Preventative Maintenance	\$207,497	\$165,998	\$41,499
	Demand Response	\$49,560	\$39,648	\$9,912
ID-90-X109	Associated Capital Maintenance	\$23,715	\$18,972	\$4,743
	Bus Leases	\$159,080	\$127,264	\$31,816
	Misellaneous Support Equipment	\$17,060	\$13,648	\$3,412
	Preventative Maintenance	\$413,164	\$330,531	\$82,633
	Demand Response	\$54,125	\$43,300	\$10,825
	Preventative Maintenance	\$14,336	\$11,469	\$2,867
	FL Operating Assistance	\$225,928	\$180,742	\$45,186
		\$1,204,550	\$963,640	\$240,910
Meridian				
ID-37-X002	Large Urban JARC	\$75,000	\$60,000	\$15,000
ID-57-X001	Large Urban NFI	\$75,000	\$60,000	\$15,000
ID-90-X093	Small Urban JARC	\$175,000	\$140,000	\$35,000
ID-90-X094	Small Urban JARC	\$175,000	\$140,000	\$35,000
ID-90-0065	Paratransit Planning (Boise)	\$51,344	\$41,075	\$10,269
ID-90-X108	Planning (Boise)	\$54,469	\$43,575	\$10,894
ID-90-X110	Planning (Nampa)	\$151,000	\$120,800	\$30,200
ID-90-X105	NUZA LT/ST Planning	\$43,527	\$34,822	\$8,705
		\$800,340	\$640,272	\$160,068



Memorandum

TO: Board of Directors

FROM: Kelli Fairless, Executive Director
Mary Barker, Service Development Manager

RE: Mobility Development Plan VRT Governance Outreach

DATE: January 11, 2011

Action Requested

This is for information and discussion only.

Background

This item supports the Mobility Regional/Coordination Action Plan and the strategic activities of the System Performance and Planning Committee and the Ways and Means Committee.

At the December 2010 board meeting, Mary presented the proposed approach VRT will be using to complete the Mobility Development Plan that was called for in the action plan developed following the Mobility Summit last April. Staff are putting the finishing touches on the technical documents we will be using in our outreach to the VRT jurisdictions to make sure we maximize everyone's participation in the public outreach process.

Below are some guiding principles we are using to complete our outreach. We have also attached a mobility options checklist as a sample of the types of services we will be talking about in each jurisdiction. The checklist will be finalized over the next couple of weeks and one will be developed for each jurisdiction to show what mobility options currently exist, are planned for, and those that may be needed but haven't yet been documented in a plan.

In addition to talking about service planning, we are also going to be gathering input for the Management Committee to inform their discussions over the next few months on the governance of the VRT Board and how we can maximize public, technical, and policy level input into the decision-making process.

Below is the outline of the outreach process for the board's consideration and discussion. Staff would like to assure the outreach is meaningful to each community and meets the goal of the planning objectives. To assure that we design the outreach to fit the diverse communities in our region, Kelli will be contacting the board members from the small communities by phone to document the important stakeholders or organizations we need to reach in our outreach effort.

Staff Recommendation**Guiding Statements for Mobility Development Planning Process**

- 1) The mobility development plan is designed to update and integrate all of VRT's plans to date including:
 - a. Incorporating more detail regarding the services planned for rural communities;
 - b. Incorporate and update assumptions regarding local land use planning that has occurred since the six-year plan was adopted; and
 - c. Integrate VRT's mobility plan into the Southwest Idaho (District 3) local network planning process.

- 2) Identify a governance and public involvement approach for the region that will support effective decision-making and assure effective advocacy for constituents of VRT's two-county region
 - a. Supports formation of the Community Resource Group
 - b. Supports formation of the Technical Resource Group
 - c. Clearly defines the role of the Regional Coordination Council as advisory to the VRT Board.

- 3) Build support for sustainable funding and utilization of existing and future services.

The outreach meetings are going to occur in February 2011. The board members are asked to assist us in determining the best way to reach the citizens in each of your jurisdictions. Staff would like to make a survey available online in March that will help us to determine the service options that would be supported in the various jurisdictions. We will need some assistance to reach the citizens in each jurisdiction. We will use newspapers if they are available and are hoping to use notification in utility bills and newsletters if those are made available to us.

Please give some thought to how we might best reach your citizens. We will have the opportunity to get your input at the January 19, 2011 board meeting.

Mobility Options Checklist

Community: _____

Existing	Planned	Needed	Service Type	Service Parameters	Purpose	Area
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Premium Fixed Route Transit Service	15 - 30 minutes all day Limited stop Dedicated right of way	Connect major regional centers with direct service.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Express Fixed Route Transit Service	15 - 30 minutes peak 30 - 60 minutes mid-day Limited stops	Commuter service during peak. Connect regional centers all day.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Peak Express Fixed Route Transit Service	30 minutes peak Limited stops	Commuter service to specific employment centers during peak.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Primary Fixed Route Transit Service	15 - 30 minute peak 30 - 60 minute mid-day Frequent stops	Connect residential areas to premium and express routes during peak. Connect local residential, retail and employment centers all day.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Secondary Fixed Route Transit Service	30 - 60 minutes all day Frequent stops	Service within neighborhoods. Connects to primary, express and premium service.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rural Fixed Route Transit Service	60 minutes all day Frequent stops	Connect rural communities to primary, express and premium service.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flex-Route Transit Service	Up to 60 minutes all day Deviates from set route with reservation	Service in less dense residential and retail areas. Connect to primary, express and premium service at transfer centers.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Paratransit Service	Door to door transit service for those who qualify. To qualify, individuals must live within 1/4 mile of fixed route all day service and demonstrate that they cannot use the fixed route service.	Service for elderly or disabled.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercity Service	Connects cities. Times and frequencies vary by route.	To bring travelers and commuters from one city to another.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vanpool	Route and timing determine by vanpool participants.	Commuter service. Typically for 10 mile commute or longer.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Carpool	Route and timing determine by carpool participants. On-line carpool matching service available.	Commuter service.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volunteer Driver	Door to door service. 48 hour advanced reservation. Volunteer drivers are reimbursed for mileage if use their own vehicle.	Door to door service for those without transit service or who are not able to use existing transit or paratransit service.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Travel Training	Individual or group training for those wanting to learn to ride fixed route transit service.	To assist elderly, disabled or those with language barriers to use the fixed route transit system. Eliminate the need for social service agencies to do travel training for their clients.	

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vehicle Sharing	Social service agencies can use a vehicle from a pool of vehicles when needed. Social service agencies can borrow a vehicle from another social service agency.	To eliminate the need for all social service agencies to have their own vehicles. To maximize the use of existing vehicles.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special Services	Varies based on need.	To meet specific transportation needs of an organization or group of organizations.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Direct Response - Community	By reservation 24 hours in advance of ride.	Service in less dense residential and retail areas. Connect to destination or primary, express and premium service at transfer centers.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Direct Response - Rural	By reservation 24 hours in advance of ride.	Service in rural communities. Connect to destination or primary, express and premium service at transfer centers.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Park and Ride Lot	A parking lot. Number of spaces dependent on size of community served. Open 24 hours a day.	To provide a place for carpoolers and vanpoolers to meet and share a ride. To provide a place for commuters to park and meet primary and express service.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transit Center	A parking lot, bike parking facilities and a building. Number of spaces dependent on size of community served. Open 24 hours a day.	To provide a place for carpoolers and vanpoolers to meet and share a ride. To provide a place for commuters to park and meet express service and premium service or to connect between services.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Station	A parking lot, bike parking facilities and a building with shops and customer service. Number of spaces dependent on size of community served. Open 24 hours a day.	To provide a place for customers to park and meet premium service or to transfer from secondary and primary service to premium service.



Memorandum

TO: Board of Directors

FROM: Kelli Fairless, Executive Director

RE: Executive Director Report

DATE: January 11, 2011

Action Requested

This is for information only.

Bogus Basin Mobility Study

The mobility corridor plan for Bogus Basin was completed in October. The steering committee composed of Bogus Basin staff and board and VRT and COMPASS staff agreed to focus the last few months on an on-line rideshare system that would be branded to Bogus Basin patrons. This would provide a social networking opportunity for patrons to establish a network of “friends” they can organize car pools with.

VRT worked with the contract marketing consultant to finish the technical work on the ride share demonstration project for Bogus Basin. VRT’s legal counsel has been working with Bogus Basin to finalize the Terms of Use and a privacy policy that will be posted on the website. These items were considered by the Management Committee and is included on the Board’s agenda as a consent item. The final agreements are being completed and VRT expects to launch the ride share demonstration in the next week or two.

Boise School District Junior High Pass Demonstration Project

Mark Carnopis and I met with a group of high school students on the Boise Mayor’s Civic Engagement Committee. The students on this committee are working with us to implement the junior high pass demonstration project at North, South and Fairmont junior high schools. The survey is completed and the high school students from the Mayor’s Civic Engagement Committee are finalizing the branding and outreach strategies. The program is set to launch at the end of January. The students will also work with the project participants to market the project and help connect junior high students to civic activities during afterschool hours. This project will continue through this school year and possibly into next school year to allow for enough time to determine whether the bus passes lead to an increase in student participation in after school activities.

State Street Corridor Project

This is a joint project between VRT, Ada County Highway District, and Boise City. The public outreach is complete and a summary is in it’s final stages. The consultants completed a draft implementation plan that will be reviewed by the project management

team on December 14. The VRT Board will participate in a work session on February 16, 2011 and the Board will act on the final plan later in the spring. The other project partner jurisdictions will be holding work sessions and acting on final approval of the plan throughout this quarter of the fiscal year. This plan will serve the board as guidance for transit investments in the corridor for the next several years.

Mobility/Regional Coordination Action Plan

The Management Committee kicked-off a work session in the first quarter considering alternative governance structures for the VRT Board to allow for more meaningful participation among the partners in the activities of the regional authority. This item will be discussed in detail at the January Board meeting. Board members will receive and discuss a checklist on items to be reviewed in the jurisdictions of VRT's members. The meetings in the jurisdictions are being scheduled for the month of February.

Transportation Academy/Southwest Boise Flex Route

VRT is working with a professional association called WTS International to engage students from Victory Academy, the Boise School District's alternative high school. The high school is located in the service area and the students are finding it challenging to fully participate in the school experience due to limited transportation options.

The survey analysis is complete. The Frank Church/Victory Academy students have completed the alternative route structures and staff has been putting the finishing touches on the technical work to prepare for the public, stakeholders, and decision-makers to review. The board will be considering the final route structure in March 2011. In addition, The high school students met with the Boise School District's Superintendents Council, the executive leaders of the school district. Staff is organizing meetings with the Boise City Council to review the proposed alternatives.

Strategic Plan for Services to Seniors

No additional activity occurred for this project since the last report.

Board Development Activities

No additional activity occurred for this project since the last report.

Triennial Review Preparation

Steve O'Neal completed his work on preparing VRT for the upcoming Triennial Review. We anticipate hearing from FTA early in the coming year to schedule the desk audit and the on-site visit. The Triennial usually occurs in late spring and early summer.

Vehicle Sharing Program Request

The agreement with ACHD is included in the Board packet for consideration by the board.

The vans will be used to start programs that will assist low income, seniors, disabled, and other target populations to have access to transportation services.



Memorandum

TO: Board of Directors
FROM: Rick Thompson, Finance Director
RE: Finance and Administration Activity Report
DATE: January 10, 2011

Action Requested

No Action Requested. Information Only

Background

Annual Audit

Fieldwork on the annual audit began January 3 and is scheduled to continue through January 14.

Grant Administration

Grant ID-95-X004 (Canyon County Vanpool) has been obligated and funding is available for expenditure.

The following grants have been submitted to FTA and are in the review process:

ID-04-0016 (VRT Administration Facility)
 ID-04-0017 (Access van procurement)
 ID-90-X110 (Nampa Planning)

Amendments are being prepared for the FY 2010 Section 5316 (Job Access and Reverse Commute) and 5317 (New Freedom) grants.

The State of Good Repair grant application will be prepared and submitted during January 2011.

VRT finance personnel met with BSU grant and finance personnel to provide assistance in processing documentation for Federal grant drawdowns.

Employee Benefits

Based upon the VRT Board's approval and direction in December, an application for membership in the Public Employee Retirement System of Idaho (PERSI) was completed and submitted to PERSI. The PERSI Board will take up the application in February. If the PERSI Board approves VRT's application, eligibility begins March 1, 2011.

Fleetnet

Fleetnet training of VRT, PTM, and MV Transit personnel began January 10. There will be two weeks of training followed by a week long break, follow by an additional two week training session. The most current version of Fleetnet has

been installed. This version provides a number of enhancements, including additions to the Project Tracking module that should prove helpful to VRT project managers.

Procurements

Pending procurement actions include:

- Nampa Tire Contract
- Route Schedules and Maps
- Technology Plan Consultant



Memorandum

TO: VRT Board of Directors
FROM: Rhonda Jalbert, Capital Infrastructure Project Manager
RE: Capital Infrastructure Projects
DATE: January 10, 2011

Requested Action: Information Only

Fiscal Notes: No fiscal implications.

Multimodal Center: A proposed site D is being evaluated. The VRT Board approved VRT evaluating other sites if they were proposed to VRT.

Appraisal/Acquisition – Awaiting lessor information from Idacorp and Tomlinson for CCDC to send out letter of Eminent Domain for Site H. Requested proposal amount for appraisal on Site D.

Design/Entitlements – Met with the FTA to research process for getting the alternate site approved. Many of the components of the Environmental Assessment (EA) can and will be used for the Entitlement/Due Diligence process required by the City of Boise to get the project approved according to the Planning and Zoning/Design Review requirements. Will be meeting with FTA on 2/2/11 to go over outline for EA for Site D

MOUs – The Art Memorandum of Understanding with the City of Boise has been completed and executed.

Bus Stop Improvements: VRT has completed the bus stop sign location, Categorical Exclusion for all bus stop locations, study of bus stop locations and needs, and Phase I design and construction.

Benches – Creative Outdoors Advertising (COA) has installed approximately 100+ benches. VRT is working with COA to reimburse cities for historic benches per the contract.

Bus Stop Improvements –Phase II design – sites that may pose a Right of Way issue have been surveyed, and the design team is evaluating findings. VRT finalized the list of bus stops to be improved. There will be 160 stops improved.

The Arc View map of all bus stop locations will also be updated.

Shelters – Downtown – All seven (7) shelters are installed on Idaho and Main Street. Another nine (9) Downtown Shelters have been proposed and approved through the shelter study. CSHQA has been requested to put together a proposal to design the additional locations.

Shelters – Standard– 50 Standard Shelter locations have been proposed and approved through the shelter study. HDR has been requested to put together a proposal to design the additional locations.

VRT Administration Site:

The Reservation Agreement between MDC and VRT was executed on November 2010. The project went out for bid on November 15, 2010. Bids are due January 26, 2011, and the project will be awarded mid February, 2011.

BSU Park & Ride Site: BSU has selected the site at I-84 and Vista for the location of the new park & ride. The project was submitted to the rebalancing of the TIP to obtain funding to complete this project. BSU has requested that VRT perform the appraisal and appraisal review for the site. The appraisal will be done by HDR and completed by end of February 2011.

BSU Transit Center: Transit center to have construction complete by January 24, 2011. Met with operators at site for review of transit center. Will do dry run on January 20, 2011. Grand Opening to be mid March 2011.

W. Ada & Canyon County Maintenance Facility:

Proposed Nampa Site – Submitted the Documented Categorical Exclusion Report on the Franklin Road site in November, 2010. Received comments and will resubmit January 2011. Project was submitted through the TIP for funding.

Karcher Mall Transit Center site – Project is on hold.

Criteria and Standards:

Contracts – Working on standardizing the Request for Quote form for Construction Management General Contractor.

Criteria – Collecting standard details and criteria from various transit agencies. Completed the shelter study and criteria. Currently working on Change Order Process and Park & Ride Criteria.



Memorandum

TO: Valley Regional Transit Board

FROM: Mary Barker, Service Development Manager-Transportation

RE: Planning Projects Update

DATE: January 8, 2011

Requested Action No action requested.

Background VRT Planning Group Project Update January 2011

Service Change Coordination

- Planning staff is working with the Student Advisory Group to develop service plan details for the new flex service in southwest Boise. Service will be implemented in the spring.
- Planning staff is working on the initial development of a new service to social service agencies in Caldwell in anticipation of grant funding becoming available.
- Planning staff is working with BSU to make slight routing revisions to have VRT buses stop at the new BSU transit center.

Interactive Web Map

- Software development on 511 is on-going.
- VRT will go live on 511 as soon as data is corrected.

System Performance Analysis

- Planning staff attended a week of Fleetnet training.
- Planning staff is preparing information for the annual NTD report.

Mobility Planning

- Planning staff pulled together all existing transit long range plans into one document and resolved conflicting recommendations where they existed.
- Planning staff developed a check-list of all current and future mobility service options.
- Using the map and the check-list, staff will meet with jurisdictions to review and update the current plan for services in their area.

Grants

- Planning staff is working through CTAI to apply for 5309 BSU shuttle buses and replacement buses for Ada County Operations. It is not known at this time if 5309 funding will be awarded in 2012.
- VRT staff did not receive STP funding for Canyon

Operations and Maintenance Facility.

- Through the STP application process and the TMA balancing process, \$1,000,000 was designated in 2012 for the BSU Park & Ride.
- A capital maintenance fund for 2016 was set aside from STP funding. VRT's requests for replacement vehicles in Ada County along with other maintenance projects will be considered for this funding closer to 2016.
- VRT is applying for a grant to provide translation service in conjunction with the current travel training.
- VRT is applying for a grant to develop a comprehensive regional capital management system.

TIP/STIP Process

- Planning staff is conducting a project prioritization process for VRT to use to put items into the TIP during the balancing process and when pursuing grant opportunities.
- Planning staff is participating in an RTAC sub-committee to work with ITD and other regional partners regarding bundling projects together in the TIP and STIP rather than listing them independently.
- Planning staff is developing items for the 2012-2016 TIP.

Road Project Integration

- Staff reviewed and made comments on the draft Meridian Comprehensive Plan.

Reporting

- Staff completed the monthly COMPASS, ITD, and NTD reports.

Bus System Schedules

- Staff updated the driver books and schedules with a few minor stop location changes.



Memorandum

TO: Board of Directors
FROM: Bruce Sackron, Transportation Services Manager
RE: Status Report, Transportation Projects
DATE: January 6, 2011

Action Requested: For Informational Purposes Only

Background:

Boise Operations:

- New Buses
 - Replacements the 9300 and 9700 series (35 ft large bus)
 - § A purchase order has been placed for the purchase of eight 35 foot buses and three 40 foot buses for the Boise TMA. This will allow replacement of all of the 9700 buses and likely the two 9300s. Production of the first two pilot buses is scheduled to start the week of July 25, 2011. The remaining nine buses are scheduled to hit the production line on the week of February 20, 2012. The pre-production meeting for the Boise and Nampa buses is scheduled for February 16 and 17.
 - Replacements for 2300 and 9900 series (Access Cutaways)
 - § A purchase order has been placed to purchase eight (8) CNG fueled cutaway vans for ACCESS Service. Delivery for these buses is expected in June 2011. This will leave two additional ACCESS buses to be purchased once the funding from the State of Good Repair Bus/Facilities grant is received.
- Procurements
 - New CNG Dispensers
 - § One responsive bid was received. The dispensers have been received at the Boise facility and have been installed.
 - ACCESS scheduling software RFP received two proposals.
 - § RouteMatch Level 1 training has been completed for all locations and Level II will be held the week of January 17. Additional training and hardware installation to continue through January. Anticipate going live with the reservation, scheduling, and dispatch portion in January.
 - § Anticipate implementing the on-bus Mobile Display Terminals (MDT's) and telemetry hardware in February.
 - § Will require new AVL equipment across the entire fleet for 511 system

- § Will require AVL, MDTs, and additional RouteMatch software for any bus used in deviated fixed route or as a spare for ACCESS.

Nampa Operations:

- New Buses:
 - Replacements for seven of the eight existing leased 40 foot buses.
 - § Allied waste is expected to have a new CNG fueling station in Nampa open by summer. As expected delivery of the new buses will be months later, CNG fuel powered buses will be purchased for intercounty service.
 - § A purchase order has been placed for the purchase of seven 40 foot buses for the Nampa UZA. Production of the first pilot bus is scheduled to start the week of August 1, 2011, with the remaining six to start the week of November 7, 2011. The last diesel fuel leased 40 foot bus is expected to be replaced by a CNG fueled 9300 (1993 model year) series bus from the Boise TMA until funding for a new bus can be secured.
 - Replacement of the remainder of the Nampa UZA fleet
 - § Awaiting funding sources.
- Procurements:
 - A tire replacement contract Request for Bid went out November 4. It is anticipated to be submitted for approval in February.
 - The RFB for two small (mini-van based) accessible vehicles with an option for a third for use in rural Canyon County has been released. Expect to bring to the board for approval in February.

Customer Service:

Access Eligibility Determinations

- Boise 18
- Nampa/Caldwell 4

Travel Training Referrals 5

- Customer Service Call Volume:
 - 11,020 calls / 86% answer rate
 - Telephone reporting equipment down 12/12/10 to 12/17/10.
- Customer Feedback
 - 45 reports
- Section 15 Surveys performed
 - 96

- Trip Planners
 - 2

- Projects:
 - Implementation of Travel Trainers into Access eligibility process.
 - 87 Invoices processed in December for bus pass purchases.
 - Visited and reconciled 20 bus pass sales outlets.
 - CS Staff participation in the State Street TTOP Open House held December 2, 2010.
 - Continuing with RouteMatch training and preparation work for new software.
 - Assembly of Driver Books for Boise and Nampa/Caldwell Operations.
 - Delivery of Bus Schedules.
 - Customer Service Staff attendance in Paratransit Webinars (Eligibility and Operational).
 - Provided training to operations staff for FleetNet Service Desk Module.
 - Planning of Customer Service Department office space in new VRT building.
 - Participation in "Stuff the Bus".



Memorandum

TO: Valley Regional Transit Board

FROM: Gloria Chigbrow, Valley Regional Transit

RE: Mobility Programs Update

DATE: January 11, 2011

Action Requested: None. Information Only

Accessible Cab Service

Currently, City Taxi Codes and Regulations are being reviewed and updated in Boise City causing the implementation of the Accessible Cab Service to be put on hold. Once this process is complete, the implementation timeline will be adjusted.

Accessible Vehicle Service

VRT has received \$74,000.00 through a Memorandum of Understanding with SILC and LINC to purchase two Vehicles for the Vehicle Sharing Pool. A third vehicle is being purchased with 5310 funds that were awarded last April. These vehicles are being purchased through the state contract. Bids for conversion to make the vehicles accessible have gone out to RFP. It is anticipated that all three vehicles will be completed with conversion and available for use early July 2011. These vehicles will be used primarily in the Volunteer Ride Reimbursement program.

Canyon County Van Pool Service

Procurement of up to three vans for the Van Pool service is temporarily on hold until a lease versus purchase analysis is completed. Details on the results of the analysis will be brought to the board upon completion.

Franklin Corridor Service

Through a collaborative effort of the SILC, AmeriCorps, and VRT, a Medicaid Infrastructure Grant (MIG) was applied for in late spring of 2010. The grant would provide 100% of the funds needed to implement a new route in the Caldwell Franklin Corridor area for approximately nine months. VRT anticipates hearing back on the award of the grant by mid to late January and for service to start in the area approximately four months after that. VRT staff is working with Caldwell AmeriCorps Member Janette Rickman to meet with partners to secure match for ongoing service (post MIG). If the grant is not received, VRT intends to use the secured match and FTA funds to implement service starting October 2011.

Ride Reimbursement Program

VRT has developed a program to provide volunteer rides for the elderly, people with disabilities, persons in areas with no fixed route bus service, as well as, after hours of

service. Phase one of the program will begin in late January/early February with qualified volunteer drivers providing rides in their personal occupancy vehicles. Phase two will begin commensurate with the receipt of the three accessible vehicles describe in the Accessible Vehicle Service.

Travel Training Program

This program assists the elderly, people with disabilities, and others with transitioning to riding public transit. Trainers provide one on one training, as well as, group training. They assist with bus riding educational outreach to public schools, human service agencies, senior citizen facilities, and social service agencies with a goal of increasing fixed route ridership.

If you have individuals in your area that could benefit from the travel training program, please have them call 345-RIDE.

Vehicle Sharing Service

A public hearing determining the donation of an out-of-service ACHD Commuteride van to this program will be held on February 2, 2011, at noon at ACHD.



Memorandum

TO: VRT Board
FROM: Mark Carnopis, Community Relations Manager
RE: Marketing/Projects/Outreach Efforts Update
DATE: December 7, 2010

Action Requested

No action needed. This memo provides brief updates on past and upcoming marketing and outreach efforts.

Websites

Several on-going projects:

- 1) Google Transit has been in place for about one month. Public reaction has been positive.
- 2) Bogus Basin Rideshare - We are close to implementing this service, which will match up people who need a ride to the ski area with those who would like company on their drive to Bogus. We need to finalize the legal review process and a Memorandum of Understanding with Bogus Basin.
- 3) ACCESS Spanish-Language Page - We are close to completing the Spanish-language page and posting of informational brochures and ACCESS applications on the website.

Annual Report

I am continuing to work on the FY 2010 annual report. The design template is complete, and I am currently entering copy. I am hopeful to have a draft for review by the Management Committee at its February 2 meeting.

May in Motion

I am working with ACHD Commuteride to fine-tune this year's event. We will be doing more bus-specific events and finding new ways to promote our services while rewarding our existing patrons. We also want to conduct a similar event in the fall.

Youth Transportation Academy

This program began September 1st and involves students from the Frank Church High School and the Victory Academy in the Boise School District to help plan for and promote new ValleyRide bus service in Southwest Boise. The academy, which involves staff from VRT, COMPASS, and local engineering, consultant, and public relations firms, is going well. The students are currently finalizing the options for service to take to the public for comment.

Boise Junior High Transportation Project

VRT staff is working with the (Boise) Mayor's Council on Children and Youth to set up a My Ride Junior High free bus ride program for junior high students at Fairmont, North, and South junior high schools. A survey will be conducted to determine the students' transportation habits and needs. VRT will provide free bus passes to the students so they can not only get to and from school, but also attend before- and after-school activities.

Mobility Projects

We will be working with Drake Cooper, a Boise marketing/public affairs firm on developing logos and marketing materials for our branding efforts for the new mobility projects, including the Vehicle Sharing and Volunteer Ride Reimbursement programs.