

START Board Regular Meeting

I. Zoom Information

- A. <https://us02web.zoom.us/j/84643129898?pwd=dkN1c25wWVRwcEpiTzBuYWlleFN3QT09>
Webinar ID: 846 4312 9898/ Passcode: 83001

II. OPENING (3:30-3:35)

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes
 - 1. October 26, 2023 Regular Meeting Minutes

III. PUBLIC COMMENT – any items not on today’s agenda. (3:35-3:40)

- A. This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Board will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Board during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to info@startbus.com

IV. CONSENT AGENDA (3:40-3:45)

- A. Approval of Downtowner Agreement
- B. Approval of Budget Amendment for Contracted Bus Service
- C. Approval of Salt Lake Express Agreement for Contracted Bus Service

V. DISCUSSION ITEMS AND/OR ACTION ITEMS (3:45-4:45)

- A. DISCUSSION
 - 1. START Bus October 2023 Financial Report – Bruce Abel
 - 2. START Bus October 2023 Ridership Report – Bruce Abel
 - 3. START On-Demand
 - i. East Jackson Ridership October 2023 – Bruce Abel
 - 4. Airport Pilot Service Update – Bruce Abel
 - 5. Proterra Update – Bruce Abel & Lea Colasuonno
 - i. Changes to NoLo Grant
 - 6. Winter Service Levels Updates (November 24, 2023 – April 14, 2024) – Jason Pitts
 - 7. Training Update – Jason Pitts
 - 8. Bus Buy Update – Bruce Abel
 - i. MCI
 - 9. Technology Update – Bruce Abel
 - i. Masabi (Digital Fare) Launch
 - 10. Marketing and Outreach Update – Hanna Sjoborg Bonar

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- i. Airport Press Conference
- ii. Masabi Launch
- 11. WYDOT State Management Review Feedback
- 12. Grand Targhee Update
- 13. Strategic Planning Meeting
 - i. January 25, 2024 from 1 pm to 5:30 pm

VI. MATTERS FROM THE BOARD (4:45)

- A. Town Liaison Report – Arne Jorgensen
- B. County Report – Wes Gardner
- C. Teton Valley Liaison Report – Doug Self
- D. Star Valley Liaison Report - Vacant
- E. Committee Reports
- F. Matters from Board Members

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

IX. TIME AND PLACE FOR NEXT MEETING

- A. Thursday, December 21, 2023, 3:30-5:30PM, Hybrid - County Chambers/Zoom (NB: not fourth Thursday because of end of year holidays.)

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START Board Regular Monthly Meeting Minutes

October 26, 2023

3:30 PM – 5:30 PM

Hybrid – Teton County Commissioners Chambers & Zoom

I. ZOOM INFORMATION

- A. <https://us02web.zoom.us/j/81308396755?pwd=WWx3SFZsTU4rSEJzZU05WFNmVTNEdz09>
- B. Webinar ID: 813 0839 6755/ Passcode: 83001

II. OPENING (3:30-3:35)

- A. Call to Order
- B. Roll Call
 - **START Board:** Ty Hoath – In-person (Chair), LizAnn Eisen – In-person (Vice-Chair & Treasurer), Meghan Quinn – Virtual (Secretary), Anna Kerr – In-Person, Benjamin Goldberg – Absent, Cate Watsabaugh – In-person, Jared Smith– Virtual.
 - **Liaisons:** Arne Jorgensen – In-person (Town of Jackson Liaison), Wes Gardner – In-person (Teton County Liaison), Doug Self – Virtual (Teton Valley, ID Liaison)
 - **Staff:** Lea Colasuonno – Virtual (START Attorney), Bruce Abel – In-person (START Director), Jason Pitts – In-person (START Ops Manager), Hanna Sjoborg Bonar – In-person (START Service Planning, Marketing & Grants Coordinator)
 - **Other:** Matt Larson —In-person (Teton Village Association)
- C. Approval of Minutes:
 - Motion made by Cate Watsabaugh, seconded by Anna Kerr, to approve the September 28, 2023, Regular Meeting Minutes. Meeting Minutes are adopted as written. START Board agrees unanimously. Motion carries.

III. PUBLIC COMMENT – any items not on today's agenda. (3:35-3:40)

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Board will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Board during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to info@startbus.com

- Ali Sehnert, Jackson Hole Ski & Snowboard Club, Executive Director and Laura Paul, Student Activities Executive Director
 - Prior to COVID JHSSC had opportunity for middle school student athletes to use START Bus to travel from the Middle School to Snow King. Routes changes during COVID pandemic. It has impacted ability to participate. Requesting more direct route from Middle School to Snow King during winter schedule.
 - 15-20 students, Tuesday to Thursday
 - Ty Hoath—Board will review request.

IV. CONSENT AGENDA (3:40-3:45)

- A. Motion made by LizAnn Eisen, seconded by Cate Watsabaugh, to Approve Fare-Free Week November 26 to December 2 as incentive to download new mobile fare app. START Board agrees unanimously. Motion carries.

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V. DISCUSSION ITEMS AND/OR ACTION ITEMS (3:45-4:45)

A. DISCUSSION:

1. START Bus September 2023 Financial Report – Bruce Abel
 - i. The most appropriate thing to say, we're reporting on third month of operations. Nothing merits special attention.
 - ii. We are anticipating a full schedule this year. In previous years we did not provide all the service we had budgeted and had excess budget. We do not anticipate excess this year.
 1. LizAnn—discusses that accounting process did not capture all items for FY2023
 - a. Bruce—Town has closed FY2023. Anything that comes in now will be FY2024
 - b. No big items outstanding that are unaccounted
 2. LizAnn—given full schedule, Town doesn't back-fill for vacation, but we need to. Is that something we should discuss?
 - a. Bruce—that is something we will need to keep an eye on
 3. Ty—asked about writing off "bad debt" in terms of payments to Proterra
 - a. Bruce—correct there is nothing to impact financials
2. START Bus September 2023 Ridership Report – Bruce Abel
 - i. Through month of September—continuing upward trend. About 14.5% increase through first 9 months of this year vs last year.
 - ii. START On-Demand continues to have great numbers
 - iii. Town Shuttle again over 25% increase
 - iv. Teton Village for the month, increasing month-by-month
 - v. Star Valley slight decrease
 - vi. Ty—We heard from the Ski & Snowboard club. Is that practical for START On-Demand.
 1. Bruce—15-20 people on a single trip. We will follow up with Ali. Don't want to raise false hopes, but we will see what we can do. If request had come in a month ago it would have been easier to accommodate
3. START On-Demand
 - i. East Jackson Ridership September 2023 – Bruce Abel
 1. Please review report in packet.
 2. We continue to see little bit of an increase in wait times. But comparable to Town Shuttle wait times.
 3. Ty—last year we went back to Town & County because of volume increase. Are we near ceiling?
 - a. Bruce—we are running very close to projected hours
4. Airport Pilot Service Update – Bruce Abel
 - i. We continue to work with our partners.
 - ii. Planning to start service on Dec 16 running through April 15.
 - iii. Hourly service to Airport.
 - iv. Four stops in town: Miller, Antler, Delony, and Home Ranch. First trip in morning at Miller Park at 5 am. Last trip in evening from Airport at 10 pm.
 - v. Airport personnel taking lead on marketing and communication plan. Ads have been run in paper.
 - vi. Yesterday met with council session. Great conversation. Buzz is starting.
 - vii. Meg Jenkins, Airport Communications Director, meeting with Travel and Tourism Board to help fund marketing of service
 - viii. Curbs have been painted to expand no parking zones at intersections for larger buses
 - ix. Metrics of Success—10-12 passengers per hour by end of pilot period. 7 passengers average over pilot period. Aiming for 40% fare box recovery.

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1. We will be conducting surveys of both riders and non-riders. There will be a QR code people can use to access survey. Want to learn what hurdles prevented people from using the service so can evaluate the path forward.
 2. On April 14 service will stop and we will have a hiatus to evaluate service. Depending on outcome, if not successful will stop. If it is successful there will be a conversation about how to move forward in a sustainable manner.
 3. Airport funding is for 4 months for pilot. They will not fund beyond the pilot.
 5. Proterra Update – Bruce Abel
 - i. Lea, Tyler, and myself continue to engage in conversations with Proterra on both the legal and managerial fronts. Had a good phone call today. Will continue to pursue all avenues to reach our desired objective, which is to have vehicles in service to transport our customers
 6. Fall/Winter Service Levels Updates (September 24 – November 23, 2023 and November 24, 2023 – April 14, 2024) – Jason Pitts
 - i. This is crunch time. A week from Monday we have 18 new hires arriving for training. Following week have 6 returning drivers starting. We have 2.5 weeks to get them trained so they can hit the ground running.
 - ii. It is a lot of work and with our small staff it is all-hands-on-deck
 - iii. Winter service is ready to go with vehicles and staff
 - iv. LizAnn—How many new hires came from recruiting trip to Alaska?
 1. About 6. It was a good trip. Spread word of mouth.
 - v. Ty—Are there opportunities to promote how we are approaching winter this year?
 1. Jason—we can look into that. We are comfortable. The true measure of success will be November 6 when we see how many people actually arrive.
 2. Bruce—we are cautiously optimistic about our preparations
 7. Training Update – Jason Pitts
 - i. Ty—asked about training on new buses
 1. Jason—Everyone is trained on new Gilligs that arrived in May
- [Audio on Recording drops from 25:45 to 36:38]
8. Bus Buy Update – Bruce Abel
 - i. MCI
 1. New buses have started to arrive. Won't be in service until registered and insured
 9. Technology Update – Bruce Abel
 - i. Masabi (Digital Fare) Launch
 - ii. Videos and discussion of how new digital fare system will work
 1. Ty—asked about languages and people without smartphones
 - a. Bruce—system available in Spanish. We will continue to sell tickets and passes and accept cash
 - b. We wanted to get the initial features online for winter service. Smart Cards will be a future phase. A third phase allows us to work with local entities to issue Fare Cards to their employees.
 2. Monthly passes are not valid for Airport Pilot Service. There is a separate ticket option in the new fare system for the Airport Pilot Service.
 10. Marketing and Outreach Update – Hanna Sjoberg Bonar
 - i. Have already covered a number of items during the meeting
 - ii. Working with Kevin and Meghan at the Airport to create marketing materials announcing the pilot service
 - iii. Working on announcing the new Masabi/Transit app fare system
 1. Creating how-to tutorials for riders

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- iv. This Saturday bringing a bus to the annual Trunk-or-Treat event
- v. Bruce thanked board members for approving 1 cent fare as an incentive to download Transit app and set up profile
- 11. Quarterly Key Performance Indicator (KPI) update
 - i. Safety & Accidents
 - 1. We want more miles to be operated between preventable accidents
 - ii. On-time Performance
 - 1. Upward trend—we want this number to be higher
 - 2. Traditional definition is not early to no more than 5 minutes late
 - 3. TV Local has on-time issues. Traffic is causing delays. We need to figure out how to address. Changes seasonally.
 - a. HOV lanes could help
 - iii. Complaints
 - 1. Complaints per 10,000 passengers we want that to be low. We want fewer complaints per boarding.
 - 2. There is not an industry standard for presenting this KPI
 - iv. LizAnn asked how we compare to industry averages?
 - 1. Bruce—one of the things everyone tends to do is ask how we compare to others. But the best use is to ask how we compare to ourselves. We want to use these to benchmark ourselves and see that we are improving.
 - 2. Differences in entities makes it comparing apples to oranges.
 - 3. Feds produce NTD (National Transit Database), KPIs are reported on individual transit system basis. But the real purpose it to see how we are performing.
 - 4. LizAnn asked if possible to see report seasonally, compare July to July.
- 12. START Board Recruitment
 - i. Three vacancies. We received 4 expressions of interest.
 - ii. Waiting to hear when interviews will be conducted.
 - iii. Jared asked if 4 candidates include current board members reupping? No
 - 1. Anna was on the fence. But was waiting to see if other candidates would apply.
 - a. Not sustainable to stay in an unpaid board position. Suggested finding a way to provide a stipend in the future.
 - b. But loved serving on the Board. Hopes to continue to support START.
- 13. ITD State Management Review Feedback
 - i. Idaho Transportation Department. Review is part of “getting our house in order”
 - ii. Part of that process is related to compliance issues that go along with accepting Federal money.
 - 1. We get our Federal funds through both ITD and WYDOT
 - iii. Reviews are every three years
 - iv. First step is a “desk audit” providing documentation of our policies and procedures
 - v. Second step is a site visit to further review documents
 - vi. Bruce is very pleased with the results. We still have a way to go. But the review staff acknowledged the progress we have made since last review
 - vii. We have submitted a similar set of documents to Wyoming DOT for their visit next week
 - viii. ITD is involved with a wider transit program to help combat human trafficking
 - 1. We will be training our drivers to be alert for signs
- 14. Travel Feedback
 - i. WYDOT/WY Trans
 - 1. Casper a few weeks ago. Included mandatory meeting to retain grant eligibility
 - 2. Ann McClure attended training for ADA compliance

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- ii. APTA—American Public Transit Association
 - 1. Met with Gillig, our bus manufacture, about future orders
 - 2. Met with MCI about currently arriving buses
 - 3. Met with our technology vendors
 - 4. Attended ceremony for inducting his first boss into Transit Hall of Fame

VI. MATTERS FROM THE BOARD (4:45)

A. Town Liaison Report – Arne Jorgensen

- 1. Thanked current board members and staff for their contributions
- 2. Airport Pilot, we've received a lot of feedback. People want to know what the pilot means
 - 1. Goal is to drive transit ridership to our local airport.
 - 2. The FAA has only agreed to let the airport fund this pilot for 4 months. After that if it is successful we will need to find a way to find it.
 - 3. But he hopes the service will continue in the future
- 3. Last Town Council meeting heard a proposal about bike and car sharing. Possible involvement by START
- 4. Ty asked about budget process for START On-Demand in light of financial pressures on the town
 - 1. Arne—the process won't be different. Same budget amendment process
- 5. Task force to review joint departments. Looking at individual departments, sending surveys. We are all learning a great deal.
 - 1. Reviewing budget process and how they are handled. What each department needs. Possible to customize budget balance to each department
 - 2. Task force has no decision making ability. Present to Joint Board in January or February.

B. County Report – Wes Gardner (not present)

C. Teton Valley Liaison Report – Doug Self

- 1. Targhee Shuttle—2 year ITD funding application window is open. Will be working with Bruce and Targhee staff to continue funding shuttle.
 - 1. Considering adding demand service
 - 2. Would like to see ridership report as part of the Board packet
- 2. City of Victor is applying for funds to build an enclosed shelter with restrooms.
 - 1. They would also like to see a pilot service between Victor and Stilson
- 3. Traffic counters on Pass—average daily vehicle trips up 6% for September over last year, bus ridership down 12%. Going wrong direction, but hope the switch to MCI coaches will help drum up ridership
 - 1. Ty asked if we need to promote new buses more. –Doug we did release information about them.

D. Star Valley Liaison Report - Vacant

E. Committee Reports

F. Matters from Board Members

- 1. LizAnn—Thanked Anna and Cate for their service. Reminded everyone about WY State Training email from Lea. Asked Ty to start thinking about Board Retreat in January for when the new Board Members start
- 2. Jared—meeting updates
 - 1. Quarterly Meeting of Teton Transportation Coalition, he presented high-level update provided by Bruce. Making progress on HOV lanes. Airport Pilot received a lot of interest.

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Meeting Date:	November 16, 2023	Meeting Title:	Regular meeting
Submitting Department:	START	Presenter:	Bruce Abel, Transit Director
Agenda Item:	Downtown Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request START Board approval of the Agreement Between Southern Teton Area Rapid Transit and Jackson Downtowner LLC ("Agreement").

Requested Action:

Staff requests the Board approve the Agreement and authorize the START Board Chair to execute the Agreement.

Recommendation.

START staff recommends that the Board approve the Agreement and authorize the Board Chair to execute the Agreement.

Background:

On October 27, 2022, the START Board approved the Amended and Restated Microtransit Program Services Agreement Between START and Jackson Downtowner LLC. The purpose of the Amended and Restated Agreement was to 1) consolidate prior amendments to the original agreement into a new document and 2) to authorize the implementation of a START-on-Demand pilot program to expand the availability of microtransit on-demand transit service to the South Park, Rafter J, and Melody Ranch neighborhoods south of Jackson.

On June 22, 2023 the START Board authorized the First Amendment to the Amended and Restated Agreement, in order to 1) include FTA Drug and Alcohol language into the agreement and 2) to modify existing background check language in the agreement, and 3) to eliminate the South Town START-on-Demand pilot project.

The previous Downtowner agreement was set up such that an amendment was required every year for the cost adjustments for the upcoming year. The purpose of this new Agreement is thus not only to adjust the cost associated with the provision microtransit service to the East Jackson neighborhoods for the third year (December 1, 2023- November 30, 2024) – which does need to happen – and to add Federally Required Clauses language into the agreement, but to also amend the agreement to give the Transit Director authority, up to a maximum, to negotiate the next year's annual cost. This will obviate the need to amend the Agreement every year. This Agreement will replace the Amended and Restated Agreement.

Financial Impact

The not-to exceed cost of this Agreement will be reduced from \$1,313,831 for the current 2022-2023 contract year, to \$1,270,430 per year for the upcoming third year (December 1, 2023- November 30, 2024) . Funds are available in the approved FY 24 START Budget.

Suggested Motion:

I move to approve the Agreement Between Southern Teton Area Rapid Transit and Jackson Downtowner LLC and authorize the START Board Chair to execute the execute the Agreement, subject to minor changes by staff.

Prepared by

Bruce Abel, Transit Director

**AGREEMENT BETWEEN
SOUTHERN TETON AREA RAPID TRANSIT AND JACKSON DOWNTOWNER, LLC**

This Agreement Between Southern Teton Area Rapid Transit and Jackson Downtowner, LLC ("**Agreement**") is made and entered into as of the last date signed below ("**Effective Date**"), by and between Southern Teton Area Rapid Transit ("**START**"), P.O. Box 1687 Jackson, Wyoming 83001, and Jackson Downtowner, LLC ("**Contractor**" or "**Downtowner**"), 515 N Flagler Drive, Suite P-300, West Palm Beach FL 33401. START and Contractor are each a "**Party**" to the Agreement and are collectively the "**Parties**."

RECITALS

WHEREAS, on October 21, 2021, the parties entered into the Microtransit Program Services Agreement Between Southern Teton Regional Transit Agency and Jackson Downtowner, LLC, which was subsequently amended with a first and second amendment; and

WHEREAS, November 23, 2022, the Parties entered an Amended and Restated Microtransit Program Services Agreement Between Southern Teton Area Rapid Transit and Jackson Downtowner, LLC, which was subsequently amended; and;

WHEREAS, the Parties mutually desire to terminate all previous agreements entered into between them as of the Effective Date of this Agreement, and provide for the operation of an on-demand microtransit services program for START by Downtowner under the terms and conditions hereof.

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated herein by this reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Scope of Work.** Contractor shall perform in a competent and professional manner the Scope of Work as set forth at Exhibit A, attached hereto and by this reference incorporated herein, and shall do so, at minimum, in compliance with the Federal Clauses as set forth in Exhibit B, attached hereto and by this reference incorporated herein, and the terms and conditions of this Agreement.
2. **Term; Annual Renewal.** The initial term of this Agreement shall commence on December 1, 2023 and shall continue until November 30, 2024 ("**Initial Term**"). The Agreement shall be automatically renewed for two successive one (1) year periods beginning, annually, on December 1 and concluding on November 30 (each a "**Renewal Term**"), unless either party provides the other with written notice of their intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or any Renewal Term
3. **Completion; Schedule.** Upon request of START, Contractor shall submit, for START's approval, a schedule for the performance of Contractor's services which shall be adjusted as required as the work proceeds, and which shall include allowances for periods of time required by START's project manager

for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by START, shall not, except for reasonable cause, be exceeded by the Contractor.

4. Payment.

- a. START shall pay Contractor on a time and expense basis for all work performed. Contractor shall invoice START monthly for the following.
 - i. Monthly Fixed Cost. For the Initial Term, the monthly fixed cost shall be a fixed monthly cost of \$45,139.00. For each Renewal Term, the parties shall establish the monthly fixed cost before September 30, which monthly fixed cost shall not increase by more than 5% of the current rate.
 - ii. Annual Variable Cost. For the Initial Term, the annual variable cost shall not exceed \$645,899. For each Renewal Term, the parties shall establish the annual variable cost before September 30.
 - iii. Fuel Costs. Contractor shall invoice START for the actual cost of fuel utilized by Contractor's vehicles in the provision of START microtransit on-demand service. Fuel costs shall be documented by Contractor's inclusion of fuel invoices or reports produced by Contractor's fueling system.
 - iv. Fixed Rate Per In-Service Hour. For the Initial Term, the fixed rate per in-service hour shall be \$33.04. For each Renewal Term, the parties shall establish the fixed rate per in-service hour before September 30, which fixed rate per in-service hour shall not increase by more than 5% of the current rate.
- b. Service Hours. For the Initial Term, the maximum service hours shall not exceed 19,549. For each Renewal Term, the parties shall establish the maximum service hours before September 30, which maximum service hours shall not increase by more than 10% of the current rate. Contractor shall submit, in a timely fashion, invoices for work performed. START shall review such invoices, and if they are considered incorrect or untimely, START shall review the matter with the Contractor within ten days for receipt of Contractor's invoice.

5. Non-Assignability. Both parties recognize that this Agreement is one for services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Subcontracting, if authorized, shall not relieve the Contractor of any of the responsibilities or obligations under this Agreement. Contractor shall be and remain solely responsible to START for the acts, errors, omissions, or neglect of any subcontractors' officers, agents, and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Contractor to the extent of the subcontract. START shall not be obligated to pay or be liable for payment of any sums due which may be due to any subcontractor.

6. Termination of Procurement. The sale contemplated by this Agreement may be canceled by START prior to acceptance by START whenever for any reason and in its sole discretion START shall determine that such cancellation is in its best interests and convenience.

7. Termination of Contractor Services. The Contractor or START may terminate any component of this Agreement, without specifying the reason therefore, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, reports, or other material prepared by the Contractor pursuant to this Agreement shall become the property of START. Notwithstanding the above, Contractor shall not be relieved of any liability to START for damages sustained by START by virtue of any breach of this Agreement by the Contractor, and START may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due START from the Contractor may be determined.

- 8. Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. Contractor shall be, and shall perform as, an independent contractor who agrees to use their best efforts to provide the said services on behalf of START. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent, or servant of START. START is interested only in the results obtained under this Agreement. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by START to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from START to the employees, agents, or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and, for the acts of Contractor's agent, employees, servants, and subcontractors during the performance of this Agreement. Contractor shall indemnify START against all liability and loss in connection with this Agreement and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax law with respect to Contractor and/or Contractor's employees engaged in the performance of the services agreed to herein.
- 9. Indemnification.** Contractor agrees to indemnify and hold harmless START, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the wrongful act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arises out of any worker's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, or at the option of START, agrees to pay START or reimburse START for the defense costs incurred by START in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of START, its officers, or its employees, START shall reimburse the Contractor for the portion of the judgment attributable to such act, omission, or other fault of START, its officers, or employees.
- 10. Contractor's Insurance.**

 - a. Contractor agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the

Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

- b. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to START. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - i. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
 - ii. Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section shall be met by each employee of the Contractor providing services to START under this Agreement.
 - iv. Contractor Liability insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- c. The policy or policies required above shall be endorsed to include START and START's officers and employees as additional insureds. Every policy required above shall be primary insurance. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- d. The certificate of insurance provided to START shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by START prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to START.
 - e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which START may immediately terminate this Agreement, or at its discretion START may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by START shall be repaid by Contractor to START upon demand, or START may offset the cost of the premiums against monies due to Contractor from START.
 - f. START reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
 - g. The parties hereto understand and agree that START is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Wyoming Governmental Immunity Act, as from time to time amended, or otherwise available to START, its officers, or employees.
- 11. START Insurance.** The parties hereto understand that START is a member of the Local Government Liability Pool and its insurance is not available, not extended, and does not cover Contractor, its agents, employees, servants, subcontractors, or any party other than START's employees.
- 12. Completeness of Agreement.** It is expressly agreed that this Agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties, or promises pertaining to the work matter thereof not expressly incorporated in this writing.
- 13. Notice.** Any written notices as called for herein may be hand delivered or mailed by certified mail, return receipt requested, to the respective persons and/or addresses listed above.
- 14. Non-Discrimination.** No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, gender identity, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this Agreement.
- 15. Waiver.** The waiver by START of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of START, and forbearance or indulgence by START in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant, or condition. START shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
- 16. Execution of Agreement by START.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon START unless duly executed by

the Board Chair of START (or a duly authorized official in their absence) following a motion by the START Board authorizing the Board Chair of START (or a duly authorized official in their absence) to execute the same.

- 17. Fund Availability.** Financial obligations of START payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this Agreement contemplates START utilizing local, state, or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

18. Party Representatives.

- a. START hereby designates its Transit Director to act as its representative for the performance of this Agreement. START's representative shall have the power to act on behalf of START for all purposes under this Agreement, including establishing the rates, costs, and hours for Renewal Terms up to the maximum allowed percentage increase of the current rates, costs, and hours set forth in Section 4 (Payment). If for any reason START's representative is unavailable to perform under this Agreement, START will provide written notice of an alternative representative.
- b. Contractor hereby designates _____ to act as its representative for the performance of this Agreement. Contractor's representative shall have the power to act on behalf of Contractor for all purposes under this Agreement. If for any reason Contractor's representative is unavailable to perform under this Agreement, Contractor will provide written notice of an alternative representative.
- c. Representatives contact information is as follows:

START

Transit Director
Bruce Abel
PO BOX 1687
Jackson, Wyoming 83001
babel@jacksonwy.gov

(307) 733 – 4521 x 1650

Contractor

President
Travis Gleason
515 N Flagler Drive, Suite P-300
West Palm Beach, FL 33401
travisridedowntown.com

(561) 929-1471

19. General Terms.

- a. Amendment; Modification. It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations, or covenants can be modified, changed, terminated, amended, waived, superseded, or extended except by appropriate written instrument fully executed by the parties.
- b. Severability. If any of the provisions of this Agreement shall be held invalid, illegal, or unenforceable it shall not affect or impair the validity, legality, or enforceability of any other provision.
- c. Limits. The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change, or modification shall be made except upon a writing signed by the parties.

- d. Governing Law, Jurisdiction, Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- e. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- f. Counterpart Signatures. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart.
- g. Electronic Signatures and Electronic Records. Each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- h. Governmental Immunity. START nor the Town of Jackson waive governmental immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

Signatures follow on next page.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the last date signed below.

Contractor
Jackson Downtowner, LLC

By: _____ Date: _____
Title: _____

STATE OF FLORIDA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared _____ for Jackson Downtowner, LLC, a Florida limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

Notary Public

START
Southern Teton Area Rapid Transit

By: Ty Hoath Date: _____
Title: START Board Chair

ATTEST:

By: Meghan Quinn Date: _____
Title: START Board Secretary

EXHIBIT A
SCOPE OF WORK - APP BASED ON DEMAND TRANSIT SERVICE

1. Service Area and Schedule.

- a. The service area is outlined and described in Appendix 1, which service area can be altered as agreed to in writing by the Party Representatives. All passenger trips shall begin and end within the service area.
- b. Service will be provided 365 days per year during the contract period and the daily hours of service shall be established and altered, as needed, as agreed to in writing by the Party Representatives.
- c. START may require additional service hours, utilizing the existing fleet, by contacting the local supervisor within seven days of the date(s) requested.

2. Level of Service.

- a. The Contractor will meet the following Level of Service (LOS) parameters, including for passengers requiring Wheelchair Accessible Vehicles (WAVs), 95% of the time:

Item	Description	LOS	Reported
Average Wait Time	Amount of time between request and pickup	East Jackson zone = 15 min	Monthly
Average Trip Time	Amount of time between pickup and drop-off	East Jackson zone = 10 min	Monthly
System Uptime	Uptime of website / app	All zones = 98%	Monthly
Customer service	Question / complaint response	All zones = 24 hrs	Monthly
Safety	Accident / incident reports	In the event of injury or police involvement, report within 24 hrs	Daily
Missed trips	Percent of trips missed	<.5% missed trips	Monthly

- b. Contractor will provide additional vehicles temporarily upon START's request for large local and regional events or other needs, with a minimum notice period of thirty (30) days.

3. Vehicles.

- a. The Contractor's fleet will be defined as the pool of vehicles made available to provide the proposed service. A minimum of five vehicles will be available for service at the beginning of the contract period.
- b. Each vehicle will carry a minimum of four adult passengers with seat belts. The vehicles will allow for the carriage of pets as well as winter ski/snowboard gear.
- c. All vehicles will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the central trip-dispatching platform.
- d. Vehicles may be wrapped in a branded design approved by START at the sole and exclusive discretion of START. There is no guarantee that branding will be allowed. No other exterior advertising will be allowed.

- e. Interior advertising (including via tablets), if allowed, which allowance is at the sole and exclusive discretion of START, will be limited to that related specifically to the public transportation options provided by START.
 - f. Equivalent WAV service will be available upon request by i) making the entire service fleet wheelchair-accessible; or ii) having a share of the fleet be WAVs and ensuring that there is always a sufficient number of WAVs available during service hours to deliver the target LOS.
 - g. The vehicle fleet will be five (5) vehicles.
4. Drivers.
- a. Drivers may be employees of the Contractor (or one of the entities that make up the Contractor), individual subcontractors of the Contractor, or affiliated drivers to any of the entities that make up the Contractor.
 - b. The Contractor will ensure that it will provide a sufficient number of drivers to provide the agreed upon LOS at any given time during service provision hours, including periods of peak demand.
 - c. All drivers must hold a valid Wyoming State driver's license providing legal authority to operate the specific service and vehicle type offered by the Contractor in its proposal.
 - d. Drivers shall receive training in serving persons with disabilities prior to in-service work.
 - e. Contractor must provide START, annually, current versions of the following policies: i) customer service training, including training related to ADA and WAV requests; ii) customer service policies; iii) method of handling customer complaints; iv) progressive discipline policy for employment infractions; v) drug and alcohol policies; and vi) background check requirements.
 - f. Contractor shall complete an industry standard criminal background check on all driver applicants. The criminal background check shall be performed by a service provider that follows best practices of the transportation industry. Contractor is solely responsible for the costs of the criminal background check and for obtaining any waivers, permissions, or documentation needed from the applicant to facilitate the criminal background check. In addition to a criminal background check performed by a service provider, Contractor shall obtain a local law enforcement record check on all driver applicants performed by the Town of Jackson Police Department at no cost to Contractor. Contractor shall not employ any person (a) refusing to undergo such background check and local record check and/or (b) whose background check or local record check results are unacceptable to Contractor or, after disclosure, to START. Contractor shall comply with START's reasonable requests to audit background check records.
5. Passenger Fees/Gratuity.
- a. No fees will be collected from passengers.
 - b. Gratuity will in no way be solicited by the Contractor or its Drivers. No tips will be solicited for services provided either via the app, business cards, decals, tip jars, or in any manner.
6. App and Customer Interface.
- a. The Contractor will offer a smartphone app (compatible with the last 3 major versions for both iOS and Android) as the primary tool to request service.

- b. The customer will input their desired origin-destination pair. Upon confirmation that the requested trip is indeed qualified, the customer will receive confirmation along with the estimated time of arrival of the assigned vehicle, as well as the location of the assigned vehicle displayed on a map.
 - c. The Contractor will deploy a centralized software platform able to complete the following tasks in a fully automated manner without human intervention:
 - i. Receiving all trip requests through the smartphone app and Call Center.
 - ii. Processing the origin-destination pair for each trip request to confirm whether the trip is indeed a qualified trip.
 - iii. Identifying whether the customer is requesting a regular service or a WAV service and assigning a vehicle appropriately.
 - iv. Assigning and dispatching a vehicle to complete that trip on the most efficient route while ensuring that the agreed upon LOS for all customers in that vehicle will be met.
 - v. Routing the driver around closed roads, detours, and areas determined as off limits.
 - vi. Providing accurate, real-time estimations of time of pick-up and time of arrival to the customers.
 - vii. Providing an approximation of the pickup vehicle location so the customer knows from which direction it will be approaching.
 - viii. Provide an interface to follow up with customers in order to a) rate their experience, b) answer questions related to trip purpose and mode shift, c) communicate regarding lost items; and d) other items based on START's needs.
 - ix. Pooling users with similar origins/destinations and departure times
 - d. Contractor will provide an app-based customer interface via which customers may reserve and/or cancel their seat on their desired trip on demand.
 - e. Contractor will provide a mechanism (e.g., Application Programming Interface (API), File Transfer Protocol (FTP), etc.) for making the mobility data listed below available for use by START for runcutting, dispatching, real-time information dissemination and trip planning.
7. Dispatch.
- a. The Contractor will provide and market an option for customers to request services by telephone over the span of service hours.
8. Program Management.
- a. The Contractor will offer a program team charged with collaborating with START staff in all matters related to the planning and implementation phases of the program, from attending general phone calls, emails, in-person meetings, etc., to conducting analyses, preparing reports, and invoicing START for the services provided.
 - b. The Contractor will invoice START once a month for the services completed. Invoices will include general information of the services provided and must be accompanied by the required monthly reports.
 - c. The Contractor will have the primary responsibility to market the new services prior to and during implementation. The Contractor and START will agree to a marketing and

promotional plan prior to project launch. No marketing partnerships between the vendor and any other entities without approval of START. The Contractor and START will review any material prepared prior to its use by the other party with START reserving the right of final approval and may reject the material.

- d. START reserves the right to prepare and post information about other mobility services within the Contractor's vehicles.
 - e. Costs of marketing the system are the responsibility of the Vendor.
 - f. The Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.
9. Reporting and Data Sharing.
- a. The Contractor will submit a monthly report at the end of each month during the service span, including, at minimum:
 - i. The peak number of vehicles operating each day in the Town;
 - ii. The vehicle-hours and vehicle-miles operated in service (excluding deadhead travel) and total vehicle-hours and vehicle-miles (including deadhead travel), consistent with FTA National Transit Database definitions by vehicle and by day.
 - iii. The total number of users segregated into new users and returning customers;
 - iv. Data related to ridership connection via app, telephone, etc.;
 - v. Ridership payment data, i.e., paid via debit card, credit card, app-based transfer, cash, etc.;
 - vi. On-time performance;
 - vii. In-vehicle ride time;
 - viii. Number of missed trips;
 - ix. Data on cancellation rates and wait time and its effect on retention;
 - x. The ridership by hour;
 - xi. Detailed miles traveled report of cost per mile and cost per hour, and passengers per hour and passengers per mile;
 - xii. Average weekday boardings;
 - xiii. Average Saturday and Sunday boardings;
 - xiv. User demographics specifying rider age, gender, and state of residence;
 - xv. A copy of all customer written complaints; a summary of customer oral complaints, including the number of oral complaints per month; a copy of all reports provided to law enforcement; a copy of all reports provided to any and all state and federal transportation agencies and boards; and
 - xvi. Descriptions of all accidents and passenger incidents, including date/time, location, personnel involved, initial response (including any involvement of public safety personnel) and ultimate resolution.

APPENDIX 1
Service Area



EXHIBIT B

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C.

EXHIBIT B

Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) Implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to

EXHIBIT B

assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

EXHIBIT B

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

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Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established

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for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

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NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States --

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

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SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor

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was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

EXHIBIT B

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

EXHIBIT B
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

Signature of notary and SEAL: _____

EXHIBIT B

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____



Meeting Date:	November 16, 2023	Meeting Title:	Regular meeting
Submitting Department:	START	Presenter:	Bruce Abel, START Director
Agenda Item:	Contracted Service Budget Amendment	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the START Board to review and consider:

- 1) approving a proposed amendment to the approved FY24 START Budget in order to increase the budgeted expenses for contracted services; and
- 2) recommending approval of the proposed budget amendment to the Town of Jackson Town Council and the Teton County Board of County Commissioners.

Requested Action.

Staff is requesting START Board approval of a proposed amendment to the adopted FY24 START Budget and, second, that the START Board recommend the Jackson Town Council and the Teton County Board of County Commissioners approve the amendment as well.

Recommendation.

Staff recommends the START Board approve the proposed budget amendment to the adopted FY24 START operating budget and, second, that the START Board recommend the Jackson Town Council and the Teton County Board of County Commissioners approve the same budget amendment.

Background

START’s original FY24 budget request anticipated START providing all of START’s fixed-route bus services with START employees and vehicles. Given the number of new drivers that recently appeared for driver training and given the challenges currently associated with START’s Proterra fleet, staff has concerns about being able to provide all of START’s scheduled service. As a result, START staff is recommending that START contract with a bus service provider to supplement START employees and vehicles during the upcoming 2023-2024 winter season.

The proposed budget amendment is based on price quotes received in October of 2023 in response to START’s October 6, 2023 RFQ. This RFQ was issued to provide a fallback plan in the event that START lacked sufficient buses and/or drivers for its 2023-2024 winter season fixed-route service.

Given that the full complement of drivers that had committed to appear on November 6, 2023 for training did not appear, and given that limited progress that has been made in returning a substantive numbers of Proterra buses into service, staff recommends that START employ the services of a contract bus service provider during the 2023-2024 winter season.

Financial Impact

The adopted FY24 START budget did not include funding for the provision of contracted fixed-route bus service.

The requested amendment to the adopted FY24 START budget is to increase the approved contracted services expense budget by \$247,000, which represents the cost associated with providing a portion of the Village Express bus service by a

contracted service provider.

The selection of, and a draft contract with, a bus service provider is the subject of a separate staff report on today's agenda.

Suggested Motion

I move to approve a budget amendment to the adopted FY 24 START Budget in the amount of \$247,000 in order to increase START's contract services budget and to recommend that the Jackson Town Council and the Teton County Board of County Commissioners approve the said budget amendment.

Board Report Prepared by Bruce Abel START Director



Meeting Date:	November 16, 2023	Meeting Title:	Regular meeting
Submitting Department:	START	Presenter:	Bruce Abel, Director
Agenda Item:	Winter 2023-2024 Contracted Bus Services	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request START Board of Directors approval to enter into an agreement with Western Trails Charters and Tours, dba Salt Lake Express to provide public bus service on behalf of START during the 2023-2024 winter season.

Requested Action.

Staff request authorizing the START Board Chair to enter into the Contracted Transit Bus Services Agreement("Agreement") with Western Trails Charters and Tours, dba Salt Lake Express ("Salt Lake Express").

Recommendation.

START staff and the START Finance Committee recommend approving the Agreement.

Background

Given the challenges associated with hiring drivers to provide all anticipated START bus service during the 2023- 2024 winter season, staff issued a Request for Qualifications (RFQ) to solicit contractors to provide a portion of START bus service. The RFQ was issued on October 6, 2023 and responses were due on October 17, 2023. The RFQ anticipated the provision of "Village Express" transit service between the Town of Jackson and Teton Village operating 7 days per week to be provided between 6:00 AM and 7:00 PM to supplement service provided by START. Service would be provided for approximately 142 days from November 25, 2023 through April 14, 2024 by two contractor buses operating approximately 21.5 in-service hours per day and 555 miles per day during the AM and PM peak hours.

Responders were asked to address key personnel, proposed buses, proposed services, implementation plan and schedule, and to provide references in their responses to the RFQ.

Two responses to the RFQ were received timely, one from Salt Lake Express at a price of \$269,000 and the other from Innovative Transportation Solutions, dba The Driver Provider, at a price of \$439,632 (subsequently altered to a range of \$476,410 to \$483,510).

START staff reviewed the responses to the RFQ, and while both companies addressed key personnel in a relatively equal manner, the evaluation team determined the superiority of the Salt Lake Express vehicles coupled with the lower price, warranted it being awarded the contract.

Financial Impact

Funds are not available in the adopted 2023-2024 START budget to fund the provision of contracted bus service during the 2023-2024 winter season. A budget amendment in the amount of \$247,000 will need to be approved by the Town of Jackson Town Council and the Teton County Board of County Commissioners before this Agreement can be executed.

The Agreement (and budget amendment) will be for \$247,000, not the quoted \$269,000, because the service will not start on November 25 as anticipated in the RFQ, but rather on December 9. This delay is a result of the need for the budget amendment to be processed by the Town Council and County Commissioners at their December meeting.

Suggested Motion

I move to approve the Contracted Transit Bus Services Agreement between START and Western Trails Charter and Tours, dba Salt Lake Express, and authorize the START Board Chair to execute the Agreement, subject to minor changes by staff.

Prepared by

Bruce Abel, Transit Director

CONTRACTED TRANSIT BUS SERVICES AGREEMENT

This Contracted Transit Bus Services Agreement (**Contract**) is made and entered into, effective as of December 5, 2023, (**Effective Date**), by and between the Southern Teton Area Rapid Transit (**START**), located at 55 Karns Way Jackson, Wyoming 83001 and Salt Lake Express (**Carrier**), located at 785 Railroad Ave., Rexburg, Idaho 83440 as follows:

- A. **Description of Services.** Carrier shall perform the following described services in accordance with federal, state, and local motor carrier safety regulations.
 - 1. Carrier will provide at minimum 1 bus and a driver, and up to three (3) buses and drivers for said buses, to exclusively serve START 7 days a week for daily passenger service, including all holidays.
 - 2. Carrier will provide service from approximately 6am to 7pm daily, all as set forth in Appendix A, attached hereto and incorporated herein by this reference. The term “service” as used in this Contract means that the bus is actually in revenue service during those hours. START may adjust the schedule and route at any time with 24-hour notice.
 - 3. Carrier will comply with all federal, state, and local motor carrier safety regulations, specifically including the Federal Clauses, attached hereto as Appendix B and incorporated herein by this reference.
 - 4. Each driver must have their own, or a Carrier provided, cellular telephone on each bus that i) is fully charged at the beginning of revenue service and ii) has a service contract for the phone that includes telephone and data.
 - 5. Driver(s) must record ridership data during each day in accordance with START policy.
 - 6. Carrier will provide monthly billing statements.
 - 7. Carrier will provide the name of the Carrier’s contact person to serve as the point of contact between START and Carrier.
 - 8. Carrier will provide contact phone numbers of Carrier to be used by START 7 days a week, 24 hours a day as needed.
- B. **Contract Period.** Carrier shall provide bus service commencing on December 9, 2023. This Contract will terminate on April 14, 2024.
- C. **Payment Schedule.** Carrier rate is \$950.00 per day, per bus for services, and up to \$165.00 per in-service hour for hours of service provided outside of the hours specified in Appendix A. Notwithstanding the foregoing, the maximum amount that Carrier shall be paid for services rendered is \$247,000.
- D. **Bus Maintenance.** START is not responsible for any maintenance whatsoever of Carrier’s buses and Carrier has no right or authority to access or use the START bus facility or any Town of Jackson staff, equipment, or facilities for its bus maintenance.
- E. **Wash Bay.** Carrier may use the wash bay located at the START facility to clean Carrier buses under the following conditions:
 - 1. Carrier staff may access the wash bay twice weekly on Tuesdays and Saturdays between the hours of 6 p.m. and 11p.m. and must be out of the wash bay facility by 11p.m.
 - 2. Carrier may use the wash bay to clean a maximum of 3 buses.

3. START or Town of Jackson staff will supervise use of the wash bay, including being the operator of the wash bay door, and Carrier staff is not authorized to access or use the wash bay without direct supervision of START or Town of Jackson staff.
 4. Carrier shall be responsible for any and all damage to the wash bay, including the access doors thereto, caused by the negligence of the Carrier, its agents or employees (explicitly including its drivers) and shall pay the full cost for repairing any damage to the wash bay and, if applicable, any costs incurred by the Town of Jackson or START because of any loss of use of the wash bay.
- F. **Driver and Bus Replacement.** If any Carrier bus(es) has a maintenance issue that requires such bus being taken out of service, Carrier is obligated to replace the bus within 24 hours of taking it out of service. If any Carrier driver becomes disabled, ill, or otherwise unable to drive the bus as required under this Contract, Carrier is obligated to replace the driver within 24 hours of their inability to work.
- G. **Fuel Cost Provision.** Carrier is responsible for diesel fuel costs and such costs are accounted for within the Contract rate.
- H. **Risk of Loss.** Carrier agrees to bear all risk of injury and death to passengers, employees, and other persons as pertains to the Carrier's operation. The Carrier assumes the risk for all damage or destruction to Carrier's equipment. START shall not be responsible for any loss of or damage to property of Carrier or of others located on Carrier's bus(es), except if caused by the willful act or omission or gross negligence of START. Furthermore, the Carrier agrees to indemnify and hold harmless the Town of Jackson and START from any and all liability that results from the injury and/or death of any passengers, employees or any other persons caused by the negligence and/or intentional actions of the Carrier, its agents or employees.
- I. **Insurance.**
1. **Liability Insurance.** Carrier agrees to keep in force at its own expense during the entire Contract period liability insurance in compliance with Wyoming state law as will protect it from claims of any and all kind that may arise out of this Contract, whether directly or indirectly. The minimum liability limits of such insurance shall not be less than five million dollars (\$5,000,000). START shall be named as an additional insured under Carrier's insurance. Proof of such insurance shall be provided to Town within a reasonable amount of time after this Contract is executed. Carrier is responsible for insuring all buses, including any replacement buses that may be used during the Contract period. Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to START and Carrier at their respective addresses provided herein at least thirty (30) days before the effective date of change or cancellation.
 2. **Property Insurance.** Carrier shall obtain and keep in force during the term of this Contract a policy or policies of insurance covering loss or damage to property that, at minimum, meets State of Wyoming limits for Carrier's operation of bus(es) in Wyoming. Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to START and Carrier at their respective addresses provided herein at least thirty (30) days before the effective date of change or cancellation.
 3. **Workers' Compensation.** Carrier shall maintain Workers' Compensation Insurance for all of Carrier's employees. Such insurance shall comply with all applicable Wyoming state laws.

J. Liquidated Damages.

1. The Contractor acknowledges that the Contractor's failure to perform damages START, and therefore liquidated damages will be paid to START by Contractor in the event that services are not delivered as prescribed herein. In the event that Contractor performs less than 96% of all scheduled trips in any calendar month (December, January, February, March, April), liquidated damages shall be paid in the amount of 1% of the respective calendar month invoice for every 1% of trips that are not performed between 94% and 96%, and one additional percent of the respective calendar month invoice for every percent of trips that are not performed below 94%.
2. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amount specified above in Section J.1 bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any failure by START to maintain the effectiveness of its transportation services, (iii) one of the reasons for the Contractor and START reaching an agreement as to such amount was the uncertainty regarding the question of actual damages, and (iv) the Contractor and START are sophisticated parties, represented at their election by able legal counsel, and negotiated this Agreement at arm's length, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in this Agreement will apply, are not intended to be a penalty, and are solely intended to compensate for damages.

- K. **Termination.** With 7 calendar days' notice to Carrier, START may terminate this Contract for any reason or no reason at all without penalty or damages accruing.
- L. **Governing Law; Construction.** This Contract shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Contract was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- M. **Attorney Fees.** In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.
- N. **Entire Contract.** This Contract, including the Recitals, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.
- O. **Documents and Acts.** Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Contract and the transactions contemplated hereby.
- P. **Modification of Contract.** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall not be binding upon either party except to the extent of an amendment in writing executed by both START and Carrier.

- Q. **Assignment of Rights.** The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other persons, firm, corporation, or other entity without the prior express written consent of the other party.
- R. **Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by certified mail, return receipt requested or by Federal Express, to each party at the addresses above. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.
- S. **Severability.** In the event that any provision of this Contract is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable.
- T. **Binding Effect.** This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- U. **Government Immunity.** START nor the Town of Jackson waive governmental immunity by entering into this Contract, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract.
- V. **Counterparts; Digital Signatures.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Contract as well as any facsimile or other reproduction hereof.

IN WITNESS WHEREOF the parties have executed this contract the date indicated below.

CARRIER

Salt Lake Express
Rexburg, Idaho

Town

Southern Teton Area Rapid Transit
Jackson, Wyoming

Lisa Young,
Sales Manager, Salt Lake Express

Ty Hoath
Board Chair, Southern Teton Area Rapid Transit

Dated:_____

Dated:_____

ATTEST:

Meghan Quinn
Secretary, Southern Teton Area Rapid

Transit

APPENDIX A

A: Contracted Services RFQ Defining Route Information:

Contracted Services:

- 2 in-service buses needed daily plus any applicable spares as determined by contractor to meet specifications herein

Daily Service:

- Monday thru Sunday (7 days a week)

Dates of Service:

- November 25th thru April 14th (Approximately: 142 days)

Service Start Time:

- 6:00 am (earliest report time)

Service End Time:

- 7:00 pm

Total Weekly “in-service” hours (includes pre-trip and post-trip inspection allowances)

- 150 ½ (21 1/2 “in-service” hours per day)

Total Daily Mileage:

- 555.3 (Based on 2 am buses and 2 pm buses 37.02 per round trip)

Frequencies:

- AM: 34-minute Outbound Trip/ 25-minute deadhead to begin round trip
- PM: 25-minute deadhead to Teton Village; 34-minute Inbound routing

Route Map/Route Instructions:

AM Outbound/Inbound Teton Village Express Winter Schedule

Start run at Miller Park Transit Center

- Miller Transit Center bus stop
 - Right onto N. Millward St.

- **Right** onto W. Broadway Ave.
- **Left** onto Buffalo Way
- **Albertson's** bus stop
 - **Right** onto Maple Way
- **Hampton Inn** bus stop
 - **Right** onto Hwy. 89 & Broadway
 - **Left** onto Hwy 22
 - **Right** Beckley Park Way Rd. (Stilson Transit)
 - **Left** to Transit Center
- **Stilson Transit Center** bus stop
 - **Left** Beckley Park Way
 - **Right** on Stilson Ranch Rd.
 - **Left** onto Hwy 390 & Village Rd. (Head to Village)
 - **Left** onto Teton Village Rd.
 - **Left** at Apres Vous Rd. to bus stop
- **Teton Village** bus stop

Return run From Teton Village Bus Stop

- Exit bus stop, **left** onto McCollister Dr.
- **Right** onto Teton Village Road
- **Right** on Hwy 390 & Moose Wilson Rd. South Bound
- **Right** onto Stilson Ranch Road.
- **Left** onto Beckley Park Way
- **Right** towards the Stilson stop. (Passenger Hut)
- **Stilson Transit Center** bus stop
 - **Left** onto Beckley Park Way
 - **Right** onto Stilson Ranch Rd.
 - **Right** onto Hwy 390 S. bound to Stop light
 - **Left** onto Hwy. 22
 - Arriving at the junction of Broadway & Hwy. 89
 - **Left** onto W. Broadway Ave.
 - **Left** on N. Jackson St.
 - **Right** onto W. Deloney Ave.
- **Miller Transit Center** bus stop

End of Run

Express PM Outbound/Inbound Teton Village Winter Schedule

Start run at Miller Park Transit Center

- **Miller Transit Center** bus stop

- **Right** onto N. Millward St.
- **Right** onto W. Broadway Ave.
- **Right** onto Hwy 22
- Through Hwy 890 Stop light
- **Right** on Beckley Park Way
- **Left** to the Bus STOP
- **Stilson Transit Center** Bus Stopp
 - **Left** at Beckley Park Way
 - **Left** onto Hwy 390 to the Village
 - **Left** onto Teton Village Rd.
 - **Left** at Apres Vous Rd. to bus stop
- **Teton Village** bus stop

Return run From Teton Village Bus Stop

- Exit bus stop, **left** onto McCollister Dr.
- **Right** on Teton Village Rd.
- **Right** onto Hwy 390 south bound
- **Right** onto Stilson Ranch Rd.
- **Left** onto Beckley Park Way to Stilson Transit stop
- **Stilson Transit Lot** bus stop
 - From bus stop turn **Left** onto Beckley Park Way north bound
 - **Right** onto Stilson Ranch Rd.
 - **Right** on 390 to the Stop light
 - **Left** onto Hwy. 22
 - Arriving at the junction of Broadway & Hwy. 89
 - **Right** on Hwy. 89 S. (Broadway)
 - **Left** on Maple Way
- **Maple Way** bus stop (Target)
 - Left onto Buffalo Way
- **Buffalo & Alpine** bus stop
 - **Right** onto W. Broadway Ave.
 - **Left** on N. Jackson St.
 - **Right** onto W. Deloney Ave.
- **Miller Transit Center** bus stop

End of Run

Daily Trip Schedule/ Timetable

Contracted Services Winter 2023-2024	
6:00 AM Show Express Tripper	6:40 AM Show Express Tripper
6:20-6:54 TV Express to TV	7:00-7:34 TV Express to TV
7:00-7:25 TV Express to Town	7:40-8:05TV Express to Town
7:40-8:14 TV Express to TV	8:20-8:54 TV Express to TV
8:20-8:45 TV Express to Town	9:00-9:25 TV Express to Town
9:00-9:34 TV Express to TV	9:40-10:14 TV Express to TV
9:40-10:05 TV Express to Town	10:20-10:45 TV Express to Town
10:20-10:54 TV Express to TV	11:00-11:34 TV Express to TV
11:00-11:25 TV Express to Town	11:40-12:05 TV Express to Town
11:40-12:14 TV Express to TV	12:20-12:54 TV Express to TV
12:20-12:45 TV Express to Town	13:00-13:34 TV Express to Town

12:51 EOS 6:51 hr	13:40 EOS 7:00 hr
15:20 PM Show Express Tripper	14:40 PM Show Express Tripper
15:40-16:05 TV Express to TV 16:20-16:54 TV Express to Town 17:00-17:25 TV Express to TV 17:40-18:14 TV Express to Town	15:00-15:25 TV Express to TV 15:40-16:14 TV Express to Town 16:20-16:45 TV Express to TV 17:00-17:34 TV Express to Town
18:20 EOS 3:00 hr	17:40-18:05 TV Express to TV 18:20-18:54 TV Express to Town
	19:00 EOS 4:20 hr

Town of Jackson, Wyoming
START Bus System

Monthly Financial Report

for the month of

10/31/2023 month 4

33.333%

	Period Actual	Period Budget (div by 12)	Period Variance	YTD Actual	YTD Budget	YTD Variance	%	Total Budget	Budget remaining	%
Revenues:										
Intergovernmental	\$ -	\$ 1,250,746.17	\$ (1,250,746.17)	\$ 343,487.14	\$ 5,002,984.67	\$ (4,659,497.53)	6.866%	\$ 15,008,954.00	\$ 14,665,466.86	2.289%
Charges for Service	395,551.50	\$ 197,024.92	\$ 198,526.58	460,111.51	\$ 788,099.67	\$ (327,988.16)	58.382%	\$ 2,364,299.00	\$ 1,904,187.49	19.461%
Miscellaneous	6042.97	\$ 2,250.00	\$ 3,792.97	(107,658.04)	\$ 9,000.00	\$ (116,658.04)	-1196.200%	\$ 27,000.00	\$ 134,658.04	-398.733%
subtotal	\$ 401,594.47	\$ 1,450,021.08	\$ (1,048,426.61)	\$ 695,940.61	\$ 5,800,084.33	\$ (5,104,143.72)	11.999%	\$ 17,400,253.00	\$ 16,704,312.39	4.000%
transfers in	40966.13	\$ 250,894.67	\$ (209,928.54)	430,381.13	\$ 1,003,578.67	\$ (573,197.54)	42.885%	\$ 3,010,736.00	\$ 2,580,354.87	14.295%
Total	\$ 442,560.60	\$ 1,700,915.75	\$ (1,258,355.15)	\$ 1,126,321.74	\$ 6,803,663.00	\$ (5,677,341.26)	16.555%	\$ 20,410,989.00	\$ 19,284,667.26	5.518%
Expenditures										
Administration	\$ 178,715.81	\$ 169,728.58	\$ 8,987.23	\$ 665,229.11	\$ 678,914.33	\$ (13,685.22)	97.984%	\$ 2,036,743.00	\$ 1,371,513.89	32.661%
Operations	411,421.20	\$ 639,959.00	\$ (228,537.80)	1,785,987.01	\$ 2,559,836.00	\$ (773,848.99)	69.770%	7,679,508.00	5,893,520.99	23.257%
subtotal	\$ 590,137.01	\$ 809,687.58	\$ (219,550.57)	\$ 2,451,216.12	\$ 3,238,750.33	\$ (787,534.21)	75.684%	\$ 9,716,251.00	\$ 7,265,034.88	25.228%
Capital outlay	\$ 1,182.46	\$ 891,228.25	\$ (890,045.79)	\$ 37,576.43	\$ 3,564,913.00	\$ (3,527,336.57)	1.054%	\$ 10,694,739.00	\$ 10,657,162.57	0.351%
Subtotal (cume)	\$ 591,319.47	\$ 1,700,915.83	\$ (1,109,596.36)	\$ 2,488,792.55	\$ 6,803,663.33	\$ (4,314,870.78)	36.580%	\$ 20,410,990.00	\$ 19,819,670.53	12.193%
Transfers out	\$ 14,788.00	\$ 11,329.33	\$ 3,458.67	\$ 43,697.00	\$ 45,317.33	\$ (1,620.33)	96.424%	\$ 135,952.00	\$ 92,255.00	32.141%
Total (cume)	\$ 606,107.47	\$ 1,712,245.17	\$ (1,106,137.70)	\$ 2,532,489.55	\$ 6,848,980.67	\$ 4,316,491.12	36.976%	\$ 20,546,942.00	\$ 18,014,452.45	12.325%
Net Revenue over Expenditures	\$ (163,546.87)	\$ (11,329.42)	\$ (152,217.45)	\$ (1,406,167.81)	\$ (45,317.67)	\$ (9,993,832.38)	3102.913%	\$ (135,953.00)	\$ 1,270,214.81	1034.304%



START Ridership

START Board Meeting: November 16, 2023

2018	Town Shuttle	Teton Village	Star Valley	Teton Valley		ADA	Monthly Total
Jan	44,040	105,454	3,331	3,535	-	481	156,841
Feb	38,376	96,617	2,865	3,052	-	498	141,408
March	38,047	95,498	2,804	3,058	-	554	139,961
April	27,458	17,489	2,275	2,412	-	446	50,080
May	34,639	5,769	2,671	2,962	-	422	46,463
June	48,549	17,599	2,815	2,547	-	436	71,946
July	57,755	23,520	2,766	2,364	-	438	86,843
August	54,731	22,074	2,715	2,497	-	386	82,403
September	45,062	16,760	2,286	2,445	-	392	66,945
October	34,965	5,246	2,828	2,859	-	358	46,256
November	28,285	13,054	2,710	2,568		389	47,006
December	37,453	92,007	2,608	3,082		434	135,584
Totals 2018	489,360	511,087	32,674	33,381	-	5,234	1,071,736

2019	Town Shuttle	Teton Village	Star Valley	Teton Valley		ADA	Monthly Total	'19 vs. '18	
Jan	41,778	111,186	3,283	3,646	-	464	160,357	3,516	2%
Feb	36,655	106,701	2,827	2,240	-	415	148,838	7,430	5%
March	38,437	100,310	2,780	2,739	-	485	144,751	4,790	3%
April	27,974	19,896	2,623	2,921	-	542	53,956	3,876	8%
May	34,349	6,478	2,343	3,340	-	437	46,947	484	1%
June	45,211	16,765	2,285	2,682	-	518	67,461	(4,485)	-6%
July	49,498	23,259	3,597	3,225	-	407	79,986	(6,857)	-8%
August	45,687	28,611	2,679	2,837	-	389	80,203	(2,200)	-3%
September	50,287	25,540	2,559	3,623	-	406	82,415	15,470	23%
October	47,307	8,445	2,455	3,312	-	368	61,887	15,631	34%
November	35,185	7,392	3,523	3,449		430	49,979	2,973	6%
December	36,299	79,128	2,731	3,243		525	121,926	(13,658)	-10%
Totals 2019	488,667	533,711	33,685	37,257	-	5,386	1,098,706	26,970	3%

2020	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	Monthly Total	'20 vs. '19	
Jan	41,063	102,344	3,442	3,827	-	567	151,243	(9,114)	-6%
Feb	38,950	107,867	2,874	3,290	-	558	153,539	4,701	3%
March	27,258	52,602	2,269	2,162	-	350	84,641	(60,110)	-42%
April	7,457	289	991	653	-	205	9,595	(44,361)	-82%
May	9,411	510	932	813	-	253	11,919	(35,028)	-75%
June	12,345	2,276	1,426	1,250	-	301	17,598	(49,863)	-74%
July	13,710	4,973	1,580	1,466	-	340	22,069	(57,917)	-72%
August	13,533	5,830	1,592	1,578	-	303	22,836	(57,367)	-72%
September	13,597	4,788	1,675	1,648	-	253	21,961	(60,454)	-73%
October	12,913	2,901	1,642	1,632	-	299	19,387	(42,500)	-69%
November	9,688	4,308	1,642	1,407	132	328	17,505	(32,474)	-65%
December	12,131	37,900	1,930	1,476	3,522	316	57,275	(64,651)	-53%
Totals 2020	212,056	326,588	21,995	21,202	3,654	4,073	589,568	(509,138)	-46%

2021	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'21 vs. '20	
Jan	12,762	45,208	2,024	1,800	4,809	331	-	66,934	(84,309)	-56%
Feb	12,433	39,954	1,930	1,754	4,218	357	-	60,646	(92,893)	-61%
March	14,873	38,736	2,242	2,087	4,012	428	-	62,378	(22,263)	-26%
April	12,151	10,124	1,990	1,628	2,292	438	-	28,623	19,028	198%
May	14,762	3,800	1,699	1,745	2,880	482	-	25,368	13,449	113%
June	17,143	9,446	2,100	1,827	3,734	550	-	34,800	17,202	98%
July	18,696	9,868	1,995	1,541	3,940	536	-	36,576	14,507	66%
August	21,372	6,753	2,109	1,633	3,495	528	-	35,890	13,054	57%
September	17,661	7,969	1,773	1,893	3,266	481	-	33,043	11,082	50%
October	15,599	4,733	1,926	1,866	2,853	470	-	27,447	8,060	42%
November	12,866	6,437	1,685	1,343	1,717	448	197	24,693	7,188	41%
December	18,836	49,156	2,508	1,989	-	519	7,025	80,033	22,758	40%
Totals 2021	189,154	232,184	23,981	21,106	37,216	5,568	7,222	516,431	(73,137)	-12%



2022	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'22 vs. '21	
Jan	19,554	62,593	2,370	2,104	-	458	9,983	97,062	30,128	45%
Feb	19,479	59,372	2,048	2,011	-	490	10,204	93,604	32,958	54%
March	21,887	58,905	2,360	1,983	-	566	9,800	95,501	33,123	53%
April	18,327	13,026	2,262	1,781	-	461	5,064	40,921	12,298	43%
May	22,372	4,748	1,995	1,871	-	539	5,094	36,619	11,251	44%
June	27,176	14,083	2,308	2,097	-	493	5,353	51,510	16,710	48%
July	29,195	18,147	2,150	2,116	-	534	7,193	59,335	22,759	62%
August	27,634	17,827	2,377	2,434	-	515	7,604	58,391	22,501	63%
September	25,600	13,410	2,038	2,418	-	422	7,184	51,072	18,029	55%
October	21,545	7,168	1,677	1,890	-	507	5,799	38,586	11,139	41%
November	18,712	9,972	2,181	2,194	-	501	5,513	39,073	14,380	58%
December	27,581	49,580	2,580	2,353	-	563	13,769	96,426	16,393	20%
Totals 2022	279,062	328,831	26,346	25,252	-	6,049	92,560	758,100	241,669	47%

2023	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'23 vs. '22	
Jan	32,229	57,980	2,295	2,446	-	550	16,670	112,170	15,108	16%
Feb	27,699	52,442	2,206	2,203	-	461	15,463	100,474	6,870	7%
March	29,905	49,763	2,710	2,524	-	489	15,183	100,574	5,073	5%
April	20,609	13,018	1,963	2,035	-	474	7,338	45,437	4,516	11%
May	24,642	8,844	2,203	2,409	-	470	7,135	45,703	9,084	25%
June	33,304	17,151	2,150	2,408	-	452	9,140	64,605	13,095	25%
July	35,532	19,425	1,756	2,221	-	462	10,188	69,584	10,249	17%
August	34,250	19,233	1,926	2,290	-	522	10,609	68,830	10,439	18%
September	31,403	15,592	1,903	2,133	-	484	8,880	60,395	9,323	18%
October	27,190	9,350	2,122	2,561	-	440	6,583	48,246	9,660	25%
November								-	(39,073)	-100%
December								-	(96,426)	-100%
Totals 2023	296,763	262,798	21,234	23,230	-	4,804	107,189	716,018	619,592	643%

START On-Demand Ridership by Zone Area:

		East Jackson	South Town	SOD Total by Month
2022	December	13,499	270	13,769
	% of SOD total	98.04%	1.96%	
2023	January	16,108	562	16,670
	% of SOD total	96.63%	3.37%	
2023	February	14,996	467	15,463
	% of SOD total	96.98%	3.02%	
2023	March	14,640	543	15,183
	% of SOD total	96.42%	3.58%	
2023	April	6,838	500	7,338
	% of SOD total	93.19%	6.81%	
2023	May	6,595	540	7,135
	% of SOD total	92.43%	7.57%	
2023	June	8,693	447	9,140
	% of SOD total	95.11%	4.89%	
2023	July	10,188		10,188
	% of SOD total	100.00%		
2023	August	10,609		10,609
	% of SOD total	100.00%		
2023	September	8,880		8,880
	% of SOD total	100.00%		
2023	October	6,583		6,583
	% of SOD total	100.00%		

Summary Tables:

Monthly Total - October Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Annual Total:
2018	34,965	5,246	2,828	2,859	-	358	-	46,256
2019	47,307	8,445	2,455	3,312	-	368	-	61,887
2020	12,913	2,901	1,642	1,632	-	299	-	19,387
2021	15,599	4,733	1,926	1,866	2,853	470	-	27,447
2022	21,545	7,168	1,677	1,890	-	507	5,799	38,586
2023	27,190	9,350	2,122	2,561	-	440	6,583	48,246

Monthly Comparisons for Each Service Type - October Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Variance:
2018 - 2019	12,342 35.30%▲	3,199 60.98%▲	(373) -13.19%▼	453 15.84%▲	- 0.00%▲	10 2.79%▲	- 0.00%▲	15,631 33.79%▲
2019 - 2020	(34,394) -72.70%▼	(5,544) -65.65%▼	(813) -33.12%▼	(1,680) -50.72%▼	- 0.00%▲	(69) -18.75%▼	- 0.00%▲	(42,500) -68.67%▼
2020 - 2021	5,539 42.89%▲	1,832 63.15%▲	284 17.30%▲	234 14.34%▲	2,853 0.00%▲	171 57.19%▲	- 0.00%▲	8,060 41.57%▲
2021 - 2022	3,093 19.83%▲	2,435 51.45%▲	(249) -12.93%▼	24 1.29%▲	(2,853) 0.00%▲	37 7.87%▲	5,799 0.00%▲	11,139 40.58%▲
2022 - 2023	5,645 20.76%▲	2,182 23.34%▲	445 20.97%▲	671 26.20%▲	- 0.00%▲	(67) -15.23%▼	784 11.91%▲	9,660 20.02%▲

YTD Totals for January through October Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	YTD Total:
2018	423,622	406,026	27,356	27,731	-	4,411	-	889,146
2019	417,183	447,191	27,431	30,565	-	4,431	-	926,801
2020	190,237	284,380	18,423	18,319	-	3,429	-	514,788
2021	157,452	176,591	19,788	17,774	35,499	4,601	-	411,705
2022	232,769	269,279	21,585	20,705	-	4,985	73,278	622,601
2023	296,763	262,798	21,234	23,230	-	4,804	107,189	716,018

YTD Comparisons for Each Service Type: January through October Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Annual Variance:
2018 - 2019	(6,439) -1.52%▼	41,165 10.14%▲	75 0.27%▲	2,834 10.22%▲	- 0.45%▲	20 0.45%▲	- 0.45%▲	37,655 4.23%▲
2019 - 2020	(226,946) -54.40%▼	(162,811) -36.41%▼	(9,008) -32.84%▼	(12,246) -40.07%▼	Add to TS	(1,002) -22.61%▼	- -22.61%▼	(412,013) -44.46%▼
2020 - 2021	2,714 1.43%▲	(107,789) -37.90%▼	1,365 7.41%▲	(545) -2.98%▼	Add to TS	1,172 34.18%▲	- 34.18%▲	(103,083) -20.02%▼
2021 - 2022	39,818 20.64%▲	92,688 52.49%▲	1,797 9.08%▲	2,931 16.49%▲	- 8.35%▲	384 8.35%▲	73,278 100.00%▲	210,896 51.23%▲
2022 - 2023	63,994 27.49%▲	(6,481) -2.41%▼	(351) -1.63%▼	2,525 12.20%▲	- -3.63%▼	(181) -3.63%▼	33,911 46.28%▲	93,417 15.00%▲

Commuter Services - Average Boardings:

May-21				
Teton Valley		AM	PM	
May	TV1	9	14	
	TV2	13	18	
	TV3	19	7	
Star Valley		AM	PM	
May	SV1	8	16	
	SV2	18	19	
	SV3	15	5	
Jun-21				
Teton Valley		AM	PM	
June	TV1	10	14	
	TV2	15	20	
	TV3	17	8	
Star Valley		AM	PM	
June	SV1	7	22	
	SV2	23	22	
	SV3	18	4	
Jul-21				
Teton Valley		AM	PM	
July	TV1	9	11	
	TV2	13	17	
	TV3	14	7	
Star Valley		AM	PM	
July	SV1	7	22	
	SV2	22	18	
	SV3	17	4	
Aug-21				
Teton Valley		AM	PM	
August	TV1	8	13	
	TV2	14	20	
	TV3	14	6	
Star Valley		AM	PM	
August	SV1	8	22	
	SV2	23	19	
	SV3	17	6	
Sep-21				
Teton Valley		AM	PM	
September	TV1	9	15	
	TV2	16	20	
	TV3	19	8	
Star Valley		AM	PM	
September	SV1	8	20	
	SV2	20	16	
	SV3	13	3	
Oct-21				
Teton Valley		AM	PM	
October	TV1	9	18	
	TV2	11	19	
	TV3	24	8	
Star Valley		AM	PM	
October	SV1	11	21	
	SV2	24	18	
	SV3	13	5	

Date:	Teton Valley Commuter Monthly Avg.		
2018	2,781.75	12 Months	
2019	3,104.75	12 Months	
2020	1,766.83	12 months	
2021	1,758.83	12 months	
2022	2,104.33	12 month	
2023	2,323.00	10 month	
Date:	Star Valley Commuter Monthly Avg.		
2018	2,722.83	12 Months	
2019	2,807.08	12 Months	
2020	1,832.92	12 months	
2021	1,998.42	12 months	
2022	2,195.50	12 month	
2023	2,123.40	10 month	

Nov-21				
Teton Valley		AM	PM	
November	TV1	7	15	
	TV2	11	16	
	TV3	19	4	
Star Valley		AM	PM	
November	SV1	10	20	
	SV2	23	19	
	SV3	16	5	

Dec-21				
Teton Valley		AM	PM	
December	TV1	7	18	
	TV2	15	17	
	TV3	22	10	
Star Valley		AM	PM	
December	SV1	13	23	
	SV2	28	23	
	SV3	16	6	

January 2022				
Teton Valley		AM	PM	
January	TV1	8	27	
	TV2	16	20	
	TV3	22	7	
Star Valley		AM	PM	
January	SV1	14	24	
	SV2	29	26	
	SV3	14	6	

February 2022				
Teton Valley		AM	PM	
February	TV1	10	20	
	TV2	16	24	
	TV3	25	9	
Star Valley		AM	PM	
February	SV1	13	22	
	SV2	27	25	
	SV3	14	4	

March 2022				
Teton Valley		AM	PM	
March	TV1	9	21	
	TV2	17	24	
	TV3	24	6	
Star Valley		AM	PM	
March	SV1	16	25	
	SV2	30	28	
	SV3	17	7	

April 2022				
Teton Valley		AM	PM	
April	TV1A	8	18	
	TV1B	2	0	
	TV2	14	17	
	TV3	20	7	
Star Valley		AM	PM	
April	SV1A	13	21	
	SV1B	0	0	
	SV2	28	24	
	SV3	16	6	
May 2022				
Teton Valley		AM	PM	
May	TV1A	11	18	
	TV1B	1	0	
	TV2	13	16	
	TV3	19	7	
Star Valley		AM	PM	
May	SV1A	11	17	
	SV1B	2	4	
	SV2	23	19	
	SV3	11	6	
June 2022				
Teton Valley		AM	PM	
June	TV1A	10	17	
	TV1B	3	1	
	TV2	15	23	
	TV3	20	7	
Star Valley		AM	PM	
June	SV1A	13	19	
	SV1B	1	0	
	SV2	27	25	
	SV3	12	7	
July 2022				
Teton Valley		AM	PM	
July	TV1A	11	21	
	TV1B	7	0	
	TV2	22	24	
	TV3	19	9	
Star Valley		AM	PM	
July	SV1A	13	21	
	SV1B	2	0	
	SV2	31	27	
	SV3	14	8	
August 2022				
Teton Valley		AM	PM	
August	TV1A	12	21	
	TV1B	7	0	
	TV2	18	24	
	TV3	19	9	
Star Valley		AM	PM	
August	SV1A	11	22	
	SV1B	3	0	
	SV2	28	26	
	SV3	13	6	

September 2022				
Teton Valley		AM	PM	
September	TV1A	12	25	
	TV1B	4	0	
	TV2	15	21	
	TV3	24	10	
Star Valley		AM	PM	
September	SV1A	13	19	
	SV1B	5	1	
	SV2	22	22	
	SV3	11	6	
October 2022				
Teton Valley		AM	PM	
October	TV1A	12	23	
	TV2	25	19	
	TV3	25	11	
Star Valley		AM	PM	
October	SV1A	12	22	
	SV2	25	22	
	SV3	24	9	
November 2022				
Teton Valley		AM	PM	
November	TV1	11	22	
	TV2	23	30	
	TV3	26	6	
Star Valley		AM	PM	
November	SV1	10	24	
	SV2	28	24	
	SV3	15	5	
December 2022				
Teton Valley		AM	PM	
December	TV1	10	24	
	TV2	24	27	
	TV3	24	9	
Star Valley		AM	PM	
December	SV1	16	28	
	SV2	30	26	
	SV3	16	8	

January 2023				
Teton Valley		AM	PM	
January	TV1	14	28	
	TV2	23	27	
	TV3	30	12	
Star Valley		AM	PM	
January	SV1	15	27	
	SV2	30	29	
	SV3	16	4	
February 2023				
Teton Valley		AM	PM	
February	TV1	13	27	
	TV2	20	23	
	TV3	32	10	
Star Valley		AM	PM	
February	SV1	14	27	
	SV2	30	25	
	SV3	17	5	
March 2023				
Teton Valley		AM	PM	
March	TV1	10	24	
	TV2	21	23	
	TV3	29	7	
Star Valley		AM	PM	
March	SV1	13	24	
	SV2	33	26	
	SV3	16	7	
April 2023				
Teton Valley		AM	PM	
April	TV1	10	25	
	TV2	26	20	
	TV3	18	7	
Star Valley		AM	PM	
April	SV1	9	23	
	SV2	22	18	
	SV3	19	7	
May 2023				
Teton Valley		AM	PM	
May	TV1	11	23	
	TV2	26	20	
	TV3	17	7	
Star Valley		AM	PM	
May	SV1	9	22	
	SV2	20	18	
	SV3	21	8	
June 2023				
Teton Valley		AM	PM	
June	TV1	14	27	
	TV2	28	25	
	TV3	18	7	
Star Valley		AM	PM	
June	SV1	10	21	
	SV2	19	19	
	SV3	20	18	

July 2023				
Teton Valley		AM	PM	
July	TV1	13	24	
	TV2	23	21	
	TV3	16	8	
Star Valley		AM	PM	
July	SV1	10	19	
	SV2	17	16	
	SV3	15	7	
August 2023				
Teton Valley		AM	PM	
August	TV1	13	25	
	TV2	24	20	
	TV3	17	6	
Star Valley		AM	PM	
August	SV1	13	20	
	SV2	16	17	
	SV3	20	7	
September 2023				
Teton Valley		AM	PM	
Septmber	TV1	14	25	
	TV2	22	19	
	TV3	15	8	
Star Valley		AM	PM	
September	SV1	11	19	
	SV2	14	19	
	SV3	20	9	
October 2023				
Teton Valley		AM	PM	
October	TV1	15	24	
	TV2	25	22	
	TV3	21	8	
Star Valley		AM	PM	
October	SV1	13	20	
	SV2	15	21	
	SV3	21	7	



East Jackson Ridership Report

October 2023

Rides : 6,583 / 203,592

Passengers (unlinked passenger trips): 8,389 / 289,231

Vehicle revenue hours: 984 / 30,428

Total vehicle hours: 1,092 / 33,487

Vehicle revenue miles: 9,461 / 271,224

Total vehicle miles: 10,334 / 288,621

Passenger miles: 7,938 / 251,929

Unique rider accounts (month to date / year): 842 / 5,910

Passengers per revenue hour: 8.5 / 9.5

Percent of rides shared: 39%

Average wait time: 11 minutes

Average ride time: 5 minutes

Average experience rating: 4.9 out of 5

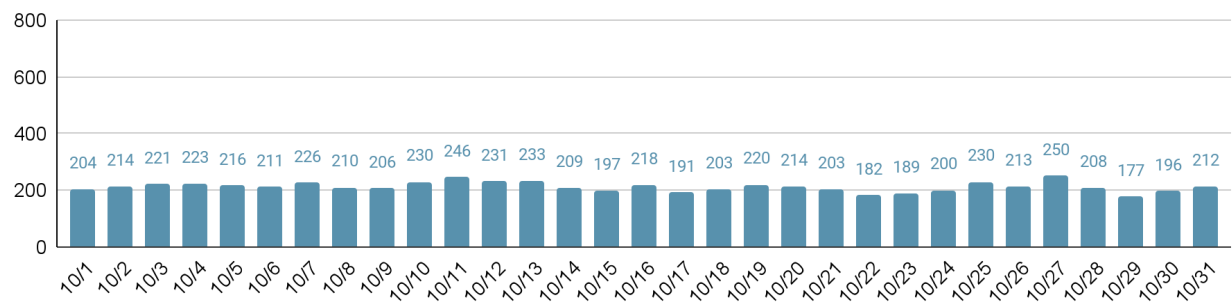
Wheelchair rides: 1

No shows: 164

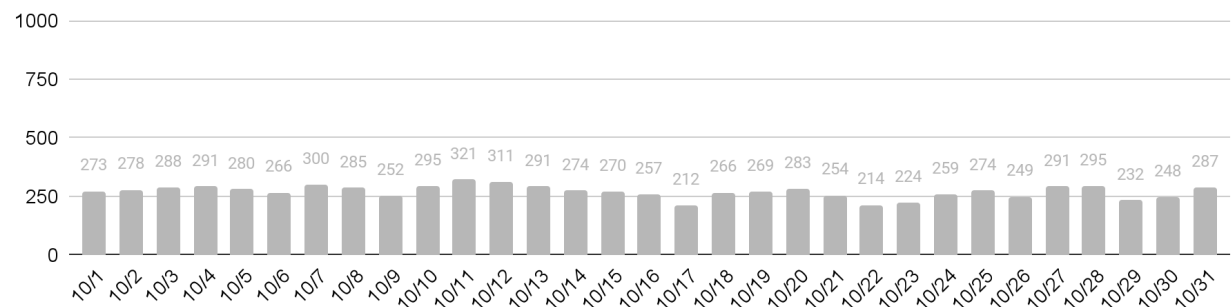
Percent of rides more than 5 min late to pickup: 4%

(month to date / all time)

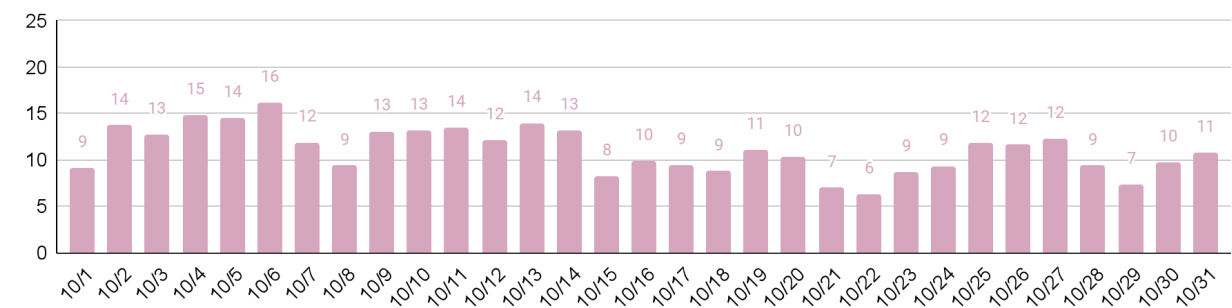
Rides



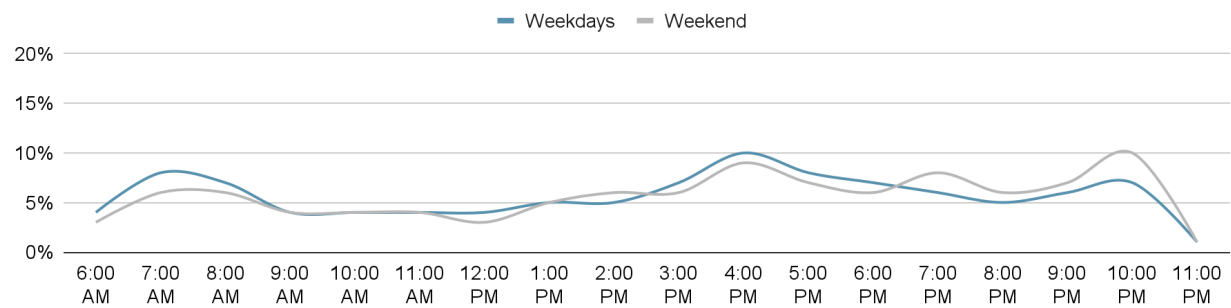
Passengers



Average Wait time



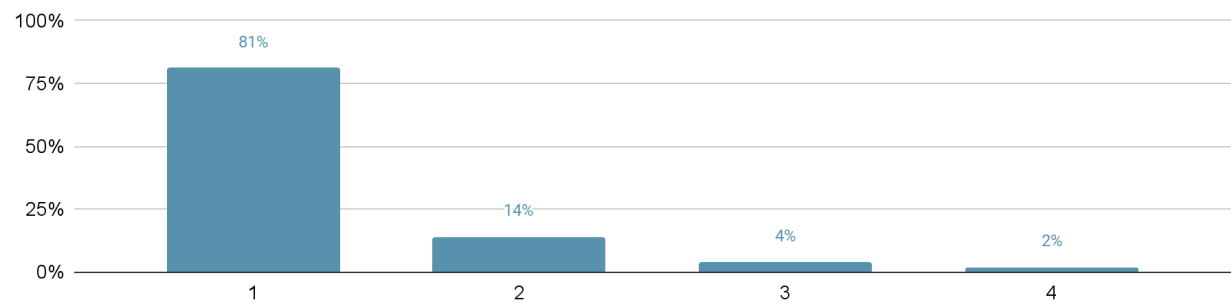
Demand by Hour



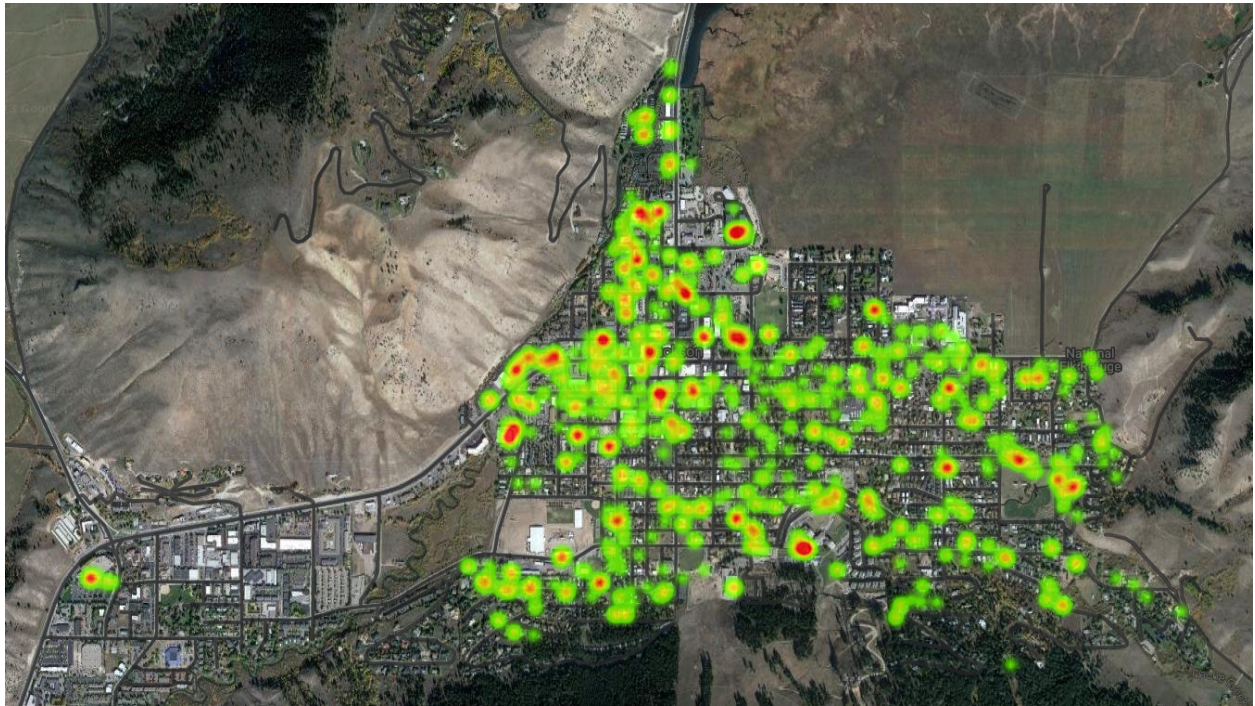
Wait Time Distribution

- 0 - 5 min: 25%
- 5 - 10 min: 28%
- 10 - 15 min: 20%
- 15 - 20 min: 12%
- 20 - 25 min: 7%
- 25 - 30 min: 4%
- 30+ min: 3%

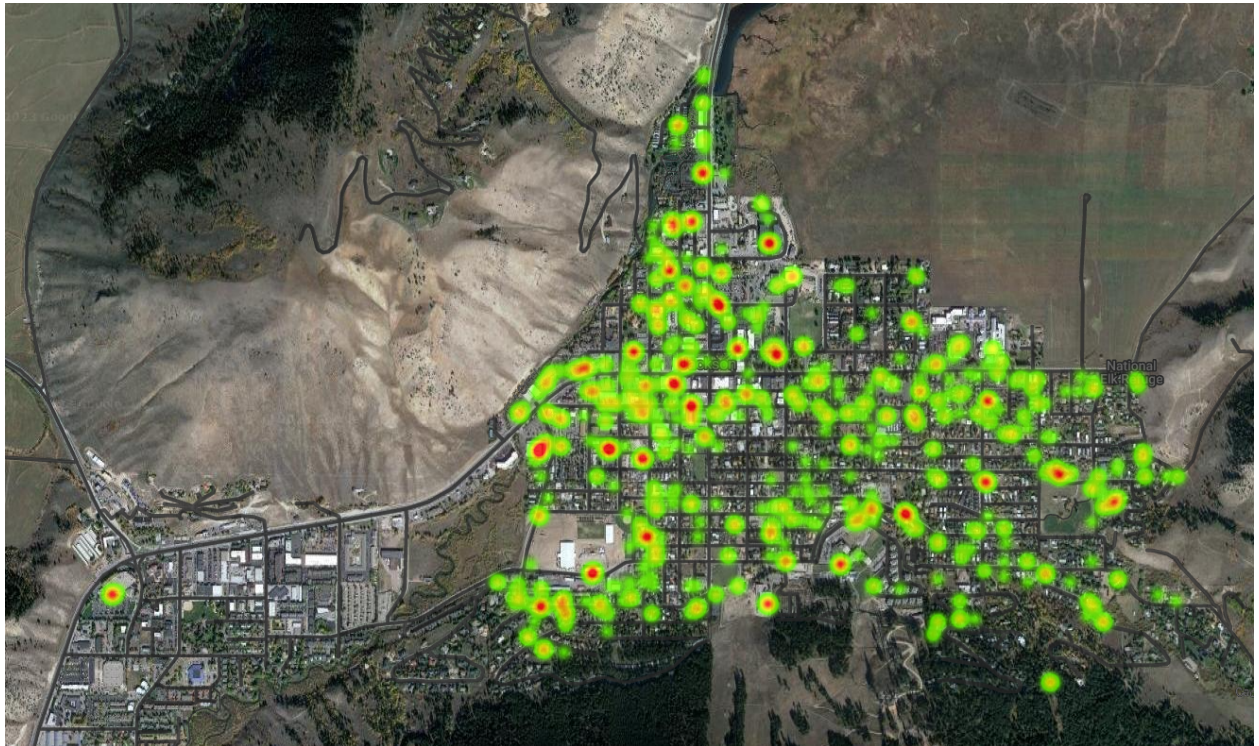
Passenger Distribution



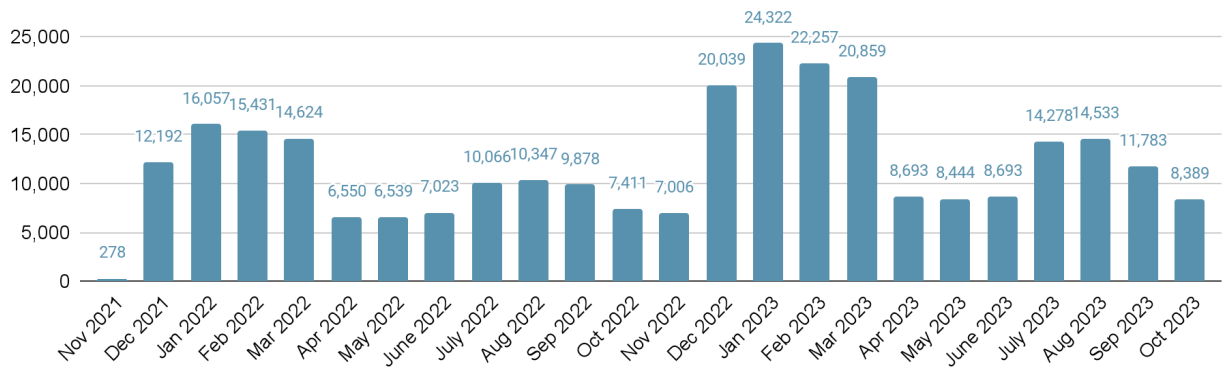
Pickups Heat Map



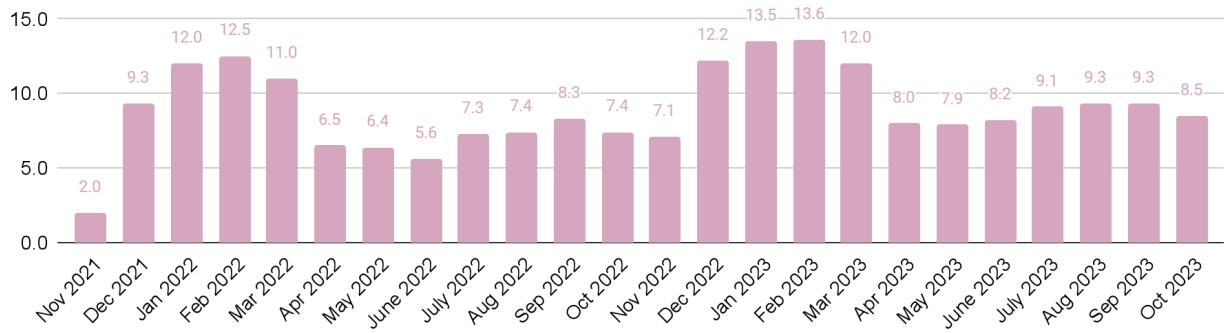
Dropoffs Heat Map



All Time - Passengers



All Time - Passengers / Revenue Hour





Mission: We transport people.

START safely provides the greater Jackson Hole community with convenient transportation that is affordable, service oriented and environmentally friendly, improving the quality of life in the region.

Memorandum

To: All Drivers
From: Jason Pitts
Date: November 9, 2023
RE: Transition to New Mobile Fare System

What:

- We are transitioning our mobile fare system away from the START Pay/RouteMatch app to the Transit app
- Our riders might already have the Transit app downloaded because they can use it to track buses and plan their trips.

When (key dates):

- November 14: *Transit App*—Soft launch — ability to purchase mobile fares in the new Transit app goes live. People can use it if they notice it.
- November 20: *START Pay/RouteMatch App*—Ability to purchase **new** tickets and passes in the old RouteMatch app should end. Monthly Passes and Tickets **already purchased** in November should be valid until they expire.
- November 20: *Transit App*—Full Launch – The Transit App people will send Push Notifications and other alerts announcing the ability to purchase mobile fares for START buses
- December 22: *START Pay/RouteMatch App* – All functions should end.

Who:

- You should see Ann and Hanna for training on the new system starting Thursday afternoon
- Please see the attached cheat sheet to familiarize yourself with what to expect

NOTE:

We are working on information you will be able to give riders to help them with the transition.

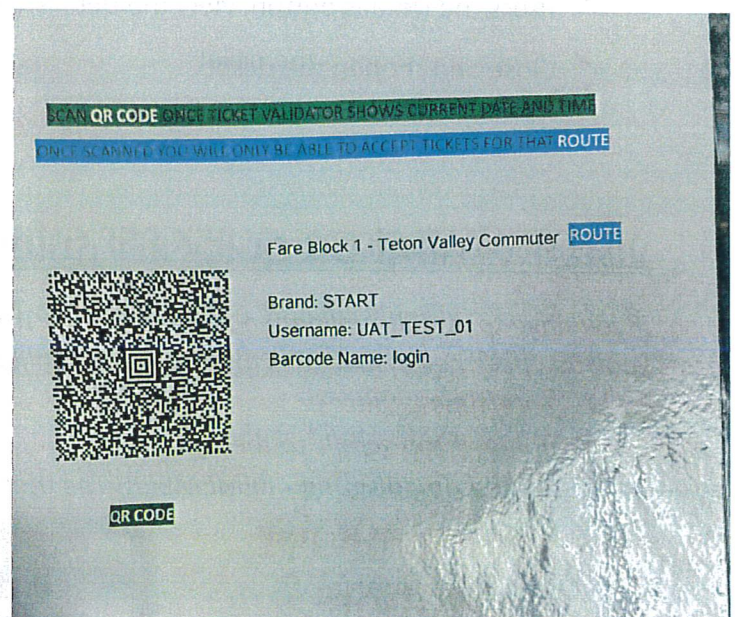
Quick Reference Guide for Validators:

- 1) Get on your assigned bus.
- 2) Start/Turn on your bus.
- 3) The Validator *should* automatically turn on when bus turns on. (takes about 60 seconds to power on)
- 4) **Login to your Validator:**
 - a. Validator will show a black screen with **Date** and **Time** for YOU to confirm is correct.
 - b. Once the Validators screen reads "Scan your Ticket" with the CORRECT date and time – scan the appropriate QR code to 'login' to your assigned route for your bus. This will make the Validator acknowledge the correct fares to accept and not accept throughout your route.
 - i. The QR code attached on the back of the folder should match the route you are about to drive.
 - c. Scan QR code on validator to activate the correct fares for your route.

Example of **BLACK** start-up screen:



Example of QR Code to scan to assign Validator to route and fares



SCANNING TICKETS ON VALIDATORS AND TROUBLESHOOTING IF 'NOT VALID':



If a ticket doesn't look valid, has no movements, etc, you can ask the user to do one of the following:

- ✓ Press the Actions button and then return to the ticket
- ✓ Press the Details button, view the Details, then close the Details screen
- ✓ Close and reopen the ticket

Watch the passenger perform these actions

VISUAL VALIDATION QUICK REF GUIDE:

If you have to visually validate a mobile ticket in Transit app (instead of having patron scan on validator) - Look for these Key Visual ques for quick visual validating:

- date/time bounces,
- name at top scrolls to the left
- Color strip pulsating - REMEMBER! The tricolor strip will **NEVER** be black or not moving.

Check for Motion

The barcode shifts every few seconds

Tri color bar pulses

The Actions and Details buttons can be used



If the ticket name does not fit on the screen, it will scroll across every few seconds

Time-Date stamp scrolls back and forth

Activation stamp appears for one minute

Quick Validation Guide

#1 Check Color

- ☐ Color on left matches shift color

#2 Check Time and Date

- ☐ Time and Date are scrolling

#3 Check Ticket Appearance

- ☐ Ticket name is scrolling

Standard Validation Guide

#1 Check Color

- ☐ Color on left matches shift color
- ☐ Colors are pulsing

#2 Check Time and Date

- ☐ Time and Date are scrolling
- ☐ Date is correct

#3 Check Ticket Appearance

- ☐ Ticket name is scrolling
- ☐ Barcode changes every few seconds

Detailed Validation Guide

#1 Check Color

- ☐ Color on left matches shift color
- ☐ Colors are pulsing
- ☐ Colors are similar to other tickets

#2 Check Time and Date

- ☐ Time and Date are scrolling
- ☐ Date is correct
- ☐ Time is accurate

#3 Check Ticket Appearance

- ☐ Ticket name is scrolling
- ☐ Barcode changes every few seconds
- ☐ Watermark is correct



Daily Validation Checklist

Today's Date: September 14, 2018

Today's Shift Color:

Gray	SAMPLE
------	--------

	Changes every 12 hours	Changes every hour	Changes every 10 min
10:00			
10:10			
10:20			
10:30			
10:40			
10:50			
11:00			

Using the Daily Validation Checklist

Understanding Shift Color

The first color of the tri-color bar is what we call the *Shift Color*.

At the start of your shift, write the name of the shift color on your daily checklist.

Over the course of 12 hours, the shift color will gradually change to a new color. For most of your shift, the shift color should be similar to what it was at the start of your shift.

Validating ticket colors

The first color of tri-color bar should closely resemble your shift color.

When many riders are boarding at one time, checking only the shift color may be sufficient.

You can also quickly and easily verify:

- ☐ The tri-color bar is pulsing
- ☐ At any given time, all tickets should display the same three colors

Validating Time and Date

When many riders are boarding at one time, checking that the time/date stamp is scrolling may be sufficient.

You can also quickly and easily verify that the date is correct and the time is accurate.

Commonly Asked Questions

Do tickets need to be scanned?

No.

What if a rider's phone isn't working?

The rider will need to purchase a ticket.

What if a rider doesn't have network coverage?

As long as the rider is logged into the app, network coverage is not needed to activate and use tickets. If the rider is not logged in and cannot access their pass, he or she will need to purchase a ticket.

What should I do if the ticket doesn't quite look right (wrong colors, no pulsing, no scrolling, or other error)?

Ask the rider to show you the app while they do one or more of the following:

- ☐ Tap the arrow below the tri-color bar to display the barcode (and tap it again to show the tri-color bar)
- ☐ Tap the arrow at the top left of the screen to open the ticket wallet (and then tap the ticket to reopen it)
- ☐ Tap the Ticket Info button and then tap the X to go back to the ticket

Never touch a customer's phone. Instead, ask the customer to perform the action as you watch.

Visual Validation

Tips for validating mobile tickets quickly



Invalid tickets..... and how to handle them



A

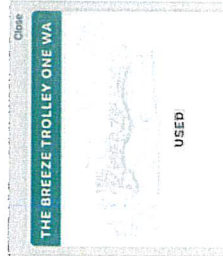


B

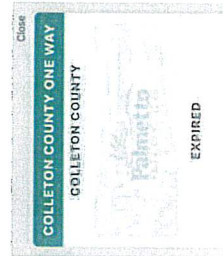
Problem A – Date/Time stamp is not moving
 B – Stamp is moving but color bar is black

Possible Cause A – Photograph of a ticket
 B – Screen recording of a ticket

Resolution Ask rider to display barcode. If the barcode cannot be shown, ticket is likely fraudulent. Follow agency procedures.



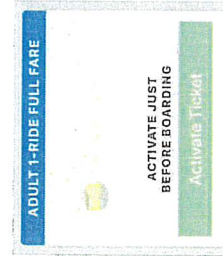
A



B

Problem A – Ticket has expired
 B – Ticket has been used

Resolution Ask rider to purchase a ticket



A



B

Problem A – Ticket has not been activated
 B – Ticket is active but not open

Resolution A – Ask the rider to activate the ticket
 B – Ask the rider to open the ticket