

Regular Town Council Workshop

1:30 PM

Town Council Chambers

Chair: Hailey Morton Levinson

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I. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedeofficials@jacksonwy.gov.

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/83053405418?pwd=VHBXS3VZVm1ja3lYdU9ydVJ2N1R6Zz09>

Or join at zoom.com with Webinar ID: **830 5340 5418** and Password: **83001** or by phone **+1 669 900 9128**

II. CALL TO ORDER AND ROLL CALL

III. WORKSHOP ITEMS

- A. Fire/EMS Joint Power Agreement (60 mins, Tyler Sinclair & Lea Colasuonno)
- B. Scoping Report on Improving Accessibility at Town Sites and Facilities (30 mins, Susan Scarlata & Floren Poliseo)

IV. MATTERS FROM MAYOR AND COUNCIL

V. UPCOMING AGENDA UPDATE

- A. Council Priorities and Upcoming Agendas

VI. ADJOURN TO EXECUTIVE SESSION

Adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii).

STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Workshop
Submitting Department:	Administration & Legal	Presenter:	Tyler Sinclair & Lea Colasuonno
Agenda Item:	Provision of Fire and EMS service in the Town: Fire/EMS Joint Power Agreement (JPA)	Public Comment:	Yes

Purpose & Policy Considerations.

Review and consideration of the Fire/EMS JPA was identified as priority topic in the 2024 Council Workplan. The purpose of this item is to update Council on the status of the Fire/EMS Joint Powers Agreement ("Fire JPA") between the Town and County, specifically that it terminates in August of 2024, and for Council to consider options with respect to the provision of Fire protection service and emergency medical services (EMS) in the Town moving forward.

Requested Action.

Staff requests Council consider the information update and provide staff direction with respect to next steps in determining the provision of Fire and EMS services in the Town moving forward.

Recommendations.

Staff recommend an extension of up to 9 months (From August 30, 2024 to May 30, 2025), providing **i)** the Town and County the time discuss options before and coincidental with FY26 budget discussions and execute any agreement **prior** to the FY26 budget effectuation (July 1, 2025), **and ii)** Town staff time to complete a more thorough analysis of options for the provision of, and associated funding for, Fire and EMS services.

Background.

State Law Framework

Wyoming statute does not require cities to provide Fire or EMS services. As for fire protection, however, Wyoming Supreme Court case law directs that cities must provide it, while, on the other hand, it is common knowledge that EMS is not required. Notably, state law *contemplates* cities providing Fire and EMS services in lots of ways and *allows* cities and counties to cooperate in numerous ways to provide the services.

Local Background

Locally, with respect to Fire service, there was a robust volunteer Fire department with a paid chief (and eventually a paid lieutenant and training officer) until, approximately, 2004 and, with respect to EMS, that service was originally provided by the hospital via a mix of paid staff and volunteers. In, approximately, 2004, the hospital identified funding challenges with its EMS service and the Town and County took over the provision of the service. In 2004, pursuant to Wyo. Stat. 16-1-104(a) which allows cities and counties to cooperate to provide services to their communities, the Town and County entered a joint power agreement for a ten-year term for the provisions of both Fire protection and EMS service.

Recent History

In 2014 the Town and County continued cooperation, executing a new JPA when the 2004 agreement concluded. The 2014 JPA is currently in effect and includes provisions for its term; termination; financing, budgeting, and operations generally; the paid and volunteer personnel; and the roles of the County Administrator, the Fire Chief, and the parties. In 2018, the provisions relating to the paid and volunteer personnel, as well as the roles of the Town and County, the County Administrator, and the Fire Chief, were amended in response to the creation of a firefighter's union and a lawsuit against the Town and County with respect to that union. The term of the JPA is ten years, beginning August 29, 2014 and ending August 29, 2024.

Funding Options

The below charts show recent Fire/EMS Department trends for total expenditures, the cost of the Town's 45%-46% match, and full-time equivalents.

Total Expenditures (source document: Teton County audit documents):

FY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
\$	4,626,810	4,127,571	4,307,586	4,406,944	4,662,771	5,377,775	5,453,714	8,503,752	8,358,562	9,214,884

Town Match (45% FY2013 - FY2022) (46% FY2023 - FY2023):

FY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
	1,613,202	1,444,790	1,621,476	1,401,131	1,599,385	2,075,299	1,926,423	2,505,890	2,659,663	2,644,533

Full-Time Equivalents (source document: Teton County budget book publications):

FY	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
	32.00	33.50	37.50	37.50	37.20	38.20	46.90	46.90	42.40	49.40

Pursuant to the Wyoming constitution, municipalities are limited to a maximum of 8 mills of property tax. It is from these mills that, according to Wyoming Supreme Court law, fire protection is to be funded. Of course, municipalities could supplement those property tax dollars with monies from other sources – for example, sales tax dollars. The Town has primarily and historically used sales tax dollars (general fund) to fund the Fire/EMS Department. There was discussion that the 0.5 mills of property tax added by the Town in FY22 was to go towards the provision of Fire/EMS services similar to Teton County utilizing a 0.5 Fire District mill levy.

Conversely, EMS has no dedicated statutory or constitutional funding source; rather, there is a permissive tax provision for rural healthcare districts that may be used for emergency medical services, among other things. This issue has been at the forefront of local and state politics as communities across the state grapple with providing EMS as costs have squeezed local budgets, evidenced by Governor Gordon convening listening sessions around the state to review the issue in 2022 and local officials bending the ear of state legislators about it.

Current JPA

Key Provision	Status in Current Agreement
Term	10 years
Separate legal entity is created	No separate entity exists, Fire/EMS is a joint department only
Purpose	To jointly provide for Fire and EMS services in the Town and County
Division of facility ownership between the parties	- For properties/facilities that existed at the time the JPA was created, the Town and County each retained their sole ownership. - For some property and facilities, each party was deemed to have a ½ undivided interest according to a schedule attached to the JPA. - All new property and facilities acquired, built, etc. during the term of the JPA were to be designated at the time of acquisition as solely owned by one party or jointly owned.
Which party's policies control	County policies govern personnel, property, insurance, etc. and the County executes necessary contracts for the Department. The sole exception is that property owned by the Town is insured by the Town
How the Department is financed and how the budget is	General Financing / Budgeting Parameters: - The Town and County jointly budget for the Fire/EMS Department each fiscal year via "a negotiated process pursued in good faith" by the parties. - Neither the Town nor the County have an obligation to fund the Department.

established and maintained	• The Town and County are involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. • All proposals to place a proposition for the Specific Purpose Excise Tax on the ballot shall originate with the Parties. • The Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. • Cost for fire protection for Alta, Wyoming is excluded. • All appropriations, and changes to appropriations and budgeted revenue require approval of both parties. How the Department is financed and how the budget is established and maintained: • Annual Budgeting: During the parties’ annual joint budgeting process, the estimated ending fund balance of the Fire/EMS Special Revenue Fund according to the agreed upon formula is used: - Estimated Beginning Fund Balance + All Estimated Fire/EMS Department Revenues - <u>All Estimated Fire/EMS Department Expenditures</u> = Estimated Ending Fund Balance • What Percentage of the Agreed Upon Budget Each Party Contributes: ○ Each party contributes an amount equal to the most current census data used by Wyoming in setting sales tax distribution for operations and for capital, <i>so long as all expenditures are in compliance with previously approved appropriations.</i> ○ For the majority of the 10-year term this was 45% from the Town and 55% from the County, it is now 46% from the Town and 54% from the County. • Invoicing: County invoices the Town one twelfth of the total on a monthly basis for operations and capital, respectively, each of which is itemized separately on the invoice. • Budget Records: ○ All expenditure, revenue, and transactions related to the Fire/EMS Department are to be recorded by the County in a Special Revenue Fund. ○ The County annually, as soon as its financial statements are audited, is to provide the Town the actual ending fund balance of the Fire/EMS Department Special Revenue Fund. • County Funding: ○ Pursuant to its statutory authority, the County reserved its ability to collect up to 1 mill specifically for fire protection on all properties in the County, exclusive of those in the Town or a rural fire district. ○ The County collected .05 mill for the majority of the ten-year term. ○ This tax is retained, managed, and controlled exclusively by the County by law and held in a separate special revenue fund from the one created in other provisions of the JPA – the “Special Fire Fund.”
Termination and distribution of assets upon termination	Either party can terminate the JPA via resolution, though not if doing so would violate a contractual agreement entered by either party for facilities, property, or services
Firefighter Union	In the event of collective bargaining, the Town must be provided the option to attend negotiations and discussions between the County and a duly organized union. And, prior to entering into a written collective bargaining agreement affecting the financing of the Department and the funding allocations set forth in the JPA, the County must obtain approval of the terms from the Town.
Roles and Duties of the County Administrator versus the Fire Chief, and Role of Town Manager	The Fire Chief manages i) day-to-day affairs of the Department, including overseeing personnel and administering and implementing the rules, regulations, and policies of the Department; ii) hires, terminates, and disciplines paid employees; and iii) develops and approves Standard Operating Procedures and Protocols. The Chief is hired, fired, disciplined, and supervised by the County Commissioners’ Administrator, in consultation with the Town Manager.

Analysis & Key Policy Questions.

This analysis section provides preliminary information with respect to options for the Town's provision of fire protection and its provision of EMS service.

Options for Fire/EMS Service in the Town After August 2024:

Option	Staff Comment
Renew the existing JPA	If Council would like to continue joint cooperation with the County via the joint power structure, staff recommends amending the JPA to address: 1. General Reorganization - obligations regarding financing and budget consolidated into one section, address repetition in some areas, clarify specific words/phrases, etc. 2. Clarify financing & budgeting provisions. 3. Clarifying the specific stations the Town contributes funding for. 4. If the County changes its mill collection from assessing a "fire mill" pursuant to WYO. STAT. §18-3-509 to collecting a property tax mill untethered to that statute, the JPA will need appropriate adjustments
Enter a new JPA	If Council elects this option, staff will address the issues identified in the above item and all additional policy issues Council directs. Staff also note the possibility that Fire and EMS are addressed separately and distinctly, either within one new JPA or via two separate JPAs.
Enter one Contract for Service for both Fire and EMS or two contracts (one for each)	Notable elements to this option include: 1. This option would alter the Town-County relationship from one of joint cooperation for Fire/EMS, to the Town contracting with the County pursuant to which the County provides Fire <i>and/or</i> EMS services in the Town. 2. In the current cooperative relationship, the Town is a joint decisionmaker with respect to the Fire/EMS service provided in the Town and County. If the Town moved to a contractual relationship, Fire/EMS would be created, controlled, managed, etc. exclusively by the County and the Town would contract with that entity for service it needs/desires for the Town and its control would be dictated by the contract.
Town Fire and/or EMS Dep't	Notable elements to this option include: 1. This option would see the Town stand up an independent Town Fire/EMS Department. 2. If Council is inclined to pursue this option, staff recommends i) the current JPA be continued for at minimum 3 years (until 2027) and ii) staff begin presenting Council information/planning steps for this change in December 2024.

Concepts Not Currently in the JPA to Consider

First, staff bring to the Council's attention the fact that the desired level of service for Fire and EMS is not in the current JPA. Whether or not level of service details are ultimately set out in a JPA, Council may want to consider discussing the desired level of service, and funding necessary to achieve it, as part of this process.

Second, staff note that although the current JPA contemplates Fire and EMS funding as one, these services have separate statutory and case law funding guidance and, especially in light of Teton County's recent communication that it will be changing its tax structure in light of statutory rules around the mill it previously collected for fire funding, Council may want to deliberately consider funding of Fire and EMS distinctly.

Detailed Recommendation

- 1) Based upon this preliminary analysis, staff recommends extending the current JPA, approximately, 9 months (From August 30, 2024 to May 30, 2025), providing **i)** the Town and County the time discuss options before and coincidental with FY26 budget discussions and execute any agreement **prior** to the FY26 budget effectuation (July 1, 2025), **and ii)** Town staff time to complete a more thorough analysis of options for the provision of, and

associated funding for, Fire and EMS services. This analysis would include, but not be limited to, information concerning:

- ✓ State authorized funding sources for both Fire and EMS
- ✓ How other Wyoming cities and counties fund and structure their Fire and EMS services
- ✓ Options for level of service for both Fire and EMS services
- ✓ Input and feedback from interested parties
- ✓ Option of hiring a consultant(s) to assist in the analysis of available options

2) If Council concurs with this recommendation, the steps in executing this recommendation are:

- ✓ Council direct staff to effectuate this option
- ✓ Town staff issue a letter asking the County to extend the JPA and schedule meeting time to discuss Fire and EMS
- ✓ If the County agrees, staff will work to draft an amendment to the JPA extending the term (schedule it appropriately with the Town and County and get it to the Attorney General's Office pursuant to state law)
- ✓ Town Manager and Town Attorney will work in earnest on the follow-up outlined in No. 1 and coordinate/cooperate with the Interim Town Administrator and County Attorney's Office
- ✓ Town Manager will calendar meeting time for Council to discuss more detailed information with respect to Fire protection and EMS service

Key Question 1: Does Council support the staff recommendation to extend the current JPA 9 months to allow time for additional research regarding options available under state statute for the provision of Fire and EMS service in the Town, consultation with all interested parties, and the scheduling of additional Council workshops for discussion?

Key Policy Question 2: If the answer to Key Question 1 is "yes," reviewing staff's outlined follow-up in the Detailed Recommendation above, is there any additional information or research Council would like presented?

Possible Alternatives.

Alternatives have been discussed above and include:

- Extend the current JPA to a term different than the recommended 9 months.
- Direct staff to pursue an alternative described above.
- Other

Comprehensive Plan & Priority Alignment.

The following sections of the Comprehensive Plan are relevant to consideration of this topic.

Principle 8.1— Maintain current, coordinated service delivery.

The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the community's Common Values. Barriers to service delivery objectives will be identified, and the Town and County will budget sufficiently to meet desired service delivery objectives.

Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels.

A "service level" is defined as the quality and quantity of a service provided to the community. To ensure that services are delivered to the public in a safe, efficient, and timely manner, the Town and County will use best practices in coordinating with governmental and nongovernmental service providers to accomplish the following:

1. Identify each provider's acceptable service level
2. Develop an approach to ensure desired service levels are met
3. Identify barriers to service delivery objectives
4. Develop standards for measuring service delivery success

The community should identify acceptable service levels and develop standards for measuring service

delivery success for the following local government services (listed in no particular order): . . . Fire, EMS and law enforcement . . .

Policy 8.1.c: Innovate past barriers to service delivery goals

Service providers may or may not be currently delivering their services at an acceptable level. The Town and County, in collaboration with independent service providers, should identify barriers to our service delivery goals and implement strategies to find efficiencies and innovations to overcome such obstacles. Whether the obstacles are geographic, political, financial, or otherwise, this approach will ensure the community's life-safety and Quality of Life objectives are met. Working jointly with governmental, non-governmental, and independent service providers will provide more significant opportunities to address barriers.

Policy 8.1.e: Budget for service delivery

Budgeting allows for an annual commitment to service delivery objectives. Each year, the Town and County will evaluate service delivery objectives during the budgeting process, make appropriate modifications to the delivery approach, and affirm the desired service level with the proper amount of funding. Without adequate funding, even the most thoughtful and strategic approach will fall short of its objectives, so a careful budgeting process is essential.

Fiscal Impact.

None at this time. If outside assistance is desired there may be an associated expense.

Staff Impact.

The staff impact of this item is focused in the Legal and Administration Departments, with the Town Manager and Town Attorney spending approximately a combined 45 hours.

Depending on how Council elects to move forward with the provision of Fire/EMS services in the Town, the impact may involve multiple other departments.

Attachments or Links.

1. Teton County Letter, dated February 5, 2024, Fire Protection Fund and Fund 11
2. 2014 Fire/EMS JPA
3. 2018 First Amendment to the Fire/EMS JPA
4. A combined version of items EMS 1 & 2 so they can be read in one document.

Suggested Motions.

I move to direct staff to:

- 1) Draft a letter requesting Teton County extend the current JPA 9 months (From August 30, 2024 to May 30, 2025),
- 2) Undertake the analysis and research set forth in this staff report and present the information and research at a future Council Meeting, and
- 3) Work with Teton County to schedule appropriate meeting time to discuss the JPA.



BOARD OF COMMISSIONERS

Luther Propst, Chair
Natalia D. Macker, Vice-Chair
Greg Epstein
Mark Newcomb
Wes Gardiner

February 5, 2024

Tyler Sinclair, Administrator
Town of Jackson
PO BOX 1687
Jackson, WY 83001
tsinclair@jacksonwy.gov

Re: *Fire Protection Fund and Fund 11*

Dear Mr. Sinclair:

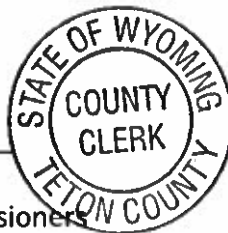
The Teton County Board of County Commissioners is writing to inform the Town of Jackson that the Board intends to eliminate the Fire Protection Mill and the associated Fire Protection Fund for tax year 2024. The Board tentatively plans to incorporate the lost Fire Mill revenue into the General Fund through assessment of a general County levy.

We will, however, determine the overall property tax levy through an analysis of revenues and spending priorities as part of the upcoming budget process. We expect to start with the assumption of keeping revenue from property tax flat in the budget process.

Sincerely,

A handwritten signature in blue ink that reads "Luther Propst".

Luther Propst, Chair
Teton County Board of County Commissioners



A handwritten signature in blue ink that reads "Rose Robertson on behalf of Maureen Murphy".

Attest: Maureen E. Murphy
Teton County Clerk

A

THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This agreement is made and entered into to be effective as of the 29th day of August, 2014, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Wyoming Statutes §16-1-101, et. seq., Intergovernmental Cooperation, allows for two (2) or more agencies to enter into agreements with each other for joint or cooperative action; and

WHEREAS, this Joint Power Agreement is created pursuant to W.S. §16-1-105 and it is specifically recognized that this agreement does not create a separate legal entity, nor is this agreement created or governed by W.S. §16-1-106 Joint Powers Boards; and

WHEREAS, Wyoming Statute §18-3-509(a)(ii) allows for the County to provide fire protection jointly with one (1) or more municipal corporations; and

WHEREAS, Wyoming Statute §15-1-103(a)(xxiii)(C) provides for the Town to make cooperative agreements for fire protection in accordance with Wyoming Statute §15-1-121(a)(ii); and

WHEREAS, Teton County and the Town of Jackson (hereinafter referred to as "Parties") have determined that there is a need within Teton County and the Town of Jackson for consolidation of the Fire and the Emergency Medical Services and shall be combined into the Jackson Hole Fire/EMS Department (hereinafter referred to as the Department); and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County are expending funds and assisting in the support of fire and emergency medical services; and

WHEREAS, the Town and County have operated the Jackson Hole Fire/EMS Department for the past 10 years under the 2004 Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services, which expires this year.

NOW THEREFORE, it is hereby resolved by the Town and County in separate meetings duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to jointly provide for Fire Protection and Emergency Medical Services within Teton County and the Town of Jackson, which shall be called the Jackson Hole Fire/EMS Department.
2. **Duration.** This agreement shall commence on the date of approval by the Wyoming Attorney General, following the adoption and approval of this agreement by both parties hereto, and shall terminate ten (10) years from said date of adoption and approval, unless sooner terminated or extended as hereinafter provided.
3. **Name.** This agreement creates the Jackson Hole Fire/EMS Department, which is a cooperative action between the Town and County. The Department shall be managed by a Chief of Fire and Emergency Services (hereinafter referred to as "Chief").
4. **Powers Delegated and Roles of the Parties and the Chief.**

To minimize confusion as to the roles and responsibilities of the Parties hereto, the Chief and staff utilized, the Parties identify such roles and responsibilities as follows:

(a) The Chief shall have the power to manage the day-to-day affairs of the Department. This shall include overseeing personnel and administering and implementing the rules, regulations, and policies, in the daily management of the Department. The Chief shall hire, terminate, and discipline the Department's paid employees in accordance with the Teton County Personnel Policies. The Chief shall approve or disapprove of nominations submitted by the Volunteer Firefighters and Emergency Medical Services Association for Operational Officers. The Chief shall report to the Teton County Commissioner's Administrator for day to day management. The Chief shall develop and approve Standard Operating Procedures and Protocols by which the Department operates.

(b) Teton County and the Town of Jackson shall be involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. All proposals to place a proposition for the Specific Purpose Excise Tax (SPET) on the ballot shall originate with the Parties. In addition, the power to hire and fire the Chief of the Department shall lie in the sole discretion of the Parties. Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. Neither the Town nor the County have an obligation to fund the Department. The Teton County Board of County Commissioners shall appoint a member of the Teton County Board of County Commissioners to serve as a liaison from Teton County and the Town of Jackson to the Department. The liaison shall be known as the Fire Commissioner and shall have no independent decision making powers separate from the governing bodies of Teton County and the Town of Jackson and shall serve as a liaison to facilitate communication.

5. **Ownership of Facilities.** The fire and emergency medical services facilities, including leased property, and all of the facilities currently located upon them, as well as equipment currently utilized by the Department, shall continue to be the sole property of the respective Party that currently has ownership. Each Party shall be deemed to own a one-half (1/2) undivided interest in certain equipment and facilities as noted in a schedule attached hereto as "Schedule of Co-Owned Equipment." Future acquisitions of property must be designated as co-owned or as solely owned by one party at the time of the acquisition. If property is not designated at time of acquisition, the default shall be co-ownership with each party having a one-half (1/2) undivided interest in the equipment or facility.

6. **Member Volunteer Association.** A member association shall be incorporated in the State of Wyoming as a non-profit corporation. The member association, currently formed and known as Teton Emergency Responders Association, shall automatically include in its membership all volunteer personnel of the Department. Neither the Chief, nor any paid personnel of the Department, shall hold membership in this association. The Teton Emergency Responders Association is authorized to utilize the Department's facilities and equipment for the purpose of fundraising for the benefit

of the Department. The Town and County, pursuant to Wyoming Statute 35-9-601(h), specifically recognize the Department as a volunteer fire department.

7. Special Fire Fund:

(a) Wyoming Statute §18-3-509(b)(i) stipulates authority for the fire protection levy and administration of the Special Fire Fund. Statutory provisions allow the Board of County Commissioners discretion within its annual budget for the purchase of fire equipment or for the maintenance and support of fire protection to annually levy a tax of not more than one (1) mill on the taxable valuation of the property in the county except property within any incorporated city or town or rural fire district; proceeds from the levy shall be kept in a special fund by the county treasurer and used solely for the purpose of fire protection. Expenditures of the Special Fire Fund are the sole responsibility of the Teton County Board of County Commissioners, and the special fire fund cannot be administered jointly or the power to administer be delegated.

(b) All expenditure and revenue transactions pertaining to fire protection and/or toward the purposes stated in paragraph (a) above, shall and will continue to be recorded in the separate Special Revenue Fund as part of Teton County reporting entity. This special revenue fund is referred to as the Special Fire Fund.

(c) The Town of Jackson and Teton County will each contribute the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions for the costs of operating all the fire protections services; excluding any costs associated with fire protection for the area known as Station 5, Alta.

(d) On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of the actual monthly operational costs incurred by Teton County for such fire protection services.

(e) On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of the actual monthly costs incurred by Teton County for capital expenditure or projects pertaining to fire protection. Each such expenditure will be itemized separately on the invoice.

8. Financing and Budget.

(a) General Finance. All expenditure and revenue transactions pertaining to the Department shall be recorded in a separate Special Revenue Fund that will be part of the Teton County reporting entity. This special fund shall be called the Fire/EMS Fund (hereinafter referred to as "Fund"). The Town and County shall contribute the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions in contributions to the Fund, so long as all expenditures are in compliance with previously approved appropriations.

The annual fiscal year contribution shall be calculated in the prior year during the annual budgeting process. The combined contributions from the Parties will be the difference between the projected ending fund balance (on a modified accrual basis) and the agreed-upon targeted fund balance. The estimated fund balance calculation for the fiscal year of the contribution shall be calculated as follows:

Estimated Beginning Fund Balance
Plus (+): All Estimated Program Sources (revenues)
Minus (-): All Estimated Program Uses (expenditures)
Equals (=): Estimated Fund Ending Balance

Subject to County invoicing, the Town will remit one-twelfth (1/12) of the approved annual contribution on a monthly basis throughout the fiscal year. All expenditures and revenue pertaining to the Fund will be paid/received by Teton County and recorded as a debit/credit to the Fund. The Town will not accept Department revenue or incur Department expenditures other than through Teton County, except grant proceeds and grant-related expenditures where the Town of Jackson is the grantee.

(b) Budgeting Procedures. The Department is required to comply with both Parties' budgetary procedures, which includes format and timing requirements for appropriation requests. All appropriations and budgeted revenue need approval from both Parties before the budget is considered approved. Adjustments to appropriations and budgeted revenue through the fiscal year require the approval of both Parties. The Department will comply with both Parties' supplemental appropriation process. The Department is required to comply with both Parties' Capital Improvement Plan (CIP) procedures, which include formal and timing requirements for project submittal.

(c) Fund Balance (Reserves). The fiscal year ending fund balance, calculated on the modified accrual basis of accounting, of the Fund will be reported by

the County to the Town as soon as the Teton County Audited Financial Statements are published.

The desired level of the reserves, or the targeted fund balance, will be proposed by Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be with the Town of Jackson and Teton County each owning the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distribution. Investment of idle funds must be done in compliance with the Teton County investment policy and Wyoming Statutes.

9. **Auditor Recommendations.** The Parties intend to abide by all recommendations of their auditors. Recommendation of the parties' auditors proposed after the date hereof shall be deemed incorporated herein as they may be made from time to time.

10. **Financing of Operations and Capital Expenditures.** For purposes of timing, financing operations, capital expenditures and budgeting, the Board shall be controlled by the more restrictive of the statutory fiscal procedures applicable to the Town and County. The funding of the Department shall be a negotiated process pursued in good faith by the sponsoring entities.

11. **Methods of Operation.** The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and to take advantage of established fiscal, personnel, insurance and other arrangements, the Department shall operate as if it were a department of the County. This includes, but is not limited to utilizing the following: County personnel policies, County fiscal management and auditing, County retirement and health and medical insurance, and County casualty and personal liability insurance. The final approved budget of the Department shall be within the County's budget and the County shall be responsible for performing all required audits and reporting to appropriate agencies. All employees of the department shall be employees of Teton County, which shall be responsible for direct withholding and payment of all compensation, fringe benefits, employment taxes, workers' compensation, or other recompense, but subject to contribution by the Town of a percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax

distributions of a all sums. Property which is solely owned by the Town shall be insured by the Town. Any property in which the County has an ownership interest shall be insured by the County. All contracts entered into by the Department shall be approved by solely the County.

12. **Termination or Extension of Agreement.** This agreement may be terminated by the resolution of either the Board of County Commissioners of Teton County, Wyoming, or the Town Council of the Town of Jackson; provided, however, that neither party shall be permitted to terminate this agreement or its obligations hereunder if said termination, or the manner of termination, constitutes a breach of any contract for the lease, use or hiring of any facilities, property or services. Upon such termination, all properties belonging to one of the parties which provided the property as hereinabove designated, shall revert to and be the sole and separate property of that party. All properties jointly provided or funded by the parties hereto shall be by mutual agreement between the parties.

13. **Prior Agreements.** This agreement shall supersede any and all prior agreements between the parties with respect to the operation and maintenance of the Department and all such related facilities, and any prior agreements are hereby rescinded and rendered null and void. This agreement specifically supercedes the 2004 Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services. This agreement contains the entire agreement between the parties concerning the establishment of the Department for the operation of fire and emergency medical services.

TOWN OF JACKSON, WYOMING

By:

Mark Barron, Mayor

Attest:

By:

Olivia Goodale, Town

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By:

Hank Phibbs, Chair

8-4-2014

Attest:

By:

Sherry Daigle, County Clerk

I hereby certify that the foregoing agreement establishing Teton County/Jackson Fire and Emergency Department was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and Law of the State of Wyoming.

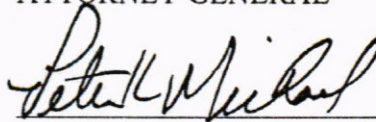
Peter Michael

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed The Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the agreement.

Approved this 29th day of August, 2014.

ATTORNEY GENERAL



Peter K. Michael, Attorney General

**FIRST AMENDMENT TO THE TOWN OF JACKSON AND TETON
COUNTY JOINT POWER AGREEMENT FOR FIRE
AND EMERGENCY MEDICAL SERVICES**

This First Amendment to the Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services is made and entered into to be effective as of the ~~5th~~ day of ~~November~~ 2018, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, The Town of Jackson and Teton County entered into a Joint Power Agreement for Fire and Emergency Medical Services on August 29, 2014;

WHEREAS, the parties desire to amend the JPA to reflect an understanding between the Town of Jackson and Teton County in the event of collective bargaining between Teton County as the corporate authority and an exclusive bargaining agent, to clarify the title of the Fire Chief, to clarify how appointments are made of operational officers, to clarify liaison roles, to delete the Volunteer Association because the volunteers voice their concerns through a different mechanism now, and to clarify role of county commissioners' administrator in regards to the Fire Chief.

NOW THEREFORE, it is hereby resolved by the Town and County in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree to the following changes

Paragraph 3 Names

Deletion of "Chief of Fire and Emergency Services" and insert "Fire Chief"

Paragraph 4 Powers Delegated and Roles of the Parties and Chief

The Paragraph shall now read as follows:

4. Powers Delegated and Roles of the Parties and Chief.

To minimize confusion as to the roles and responsibilities of the Parties hereto, the Chief and staff utilized, the Parties identify such roles and responsibilities as follows:

(a) The Chief shall have the power to manage the day-to-day affairs of the Department. This shall include overseeing personnel and administering and implementing the rules, regulations, and policies, in the daily management of the Department. The Chief shall hire, terminate, and discipline the Department's employees in accordance with the Teton County Personnel Policies. The Chief shall develop and approve Standard Operating Procedures and Protocols by which the Department operates. The Chief shall be hired, fired, disciplined, and supervised by the County Commissioners' Administrator, in consultation with the Town Manager.

(b) Teton County and the Town of Jackson shall be involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. All proposals to place a proposition for the Specific Purpose Excise Tax (SPET) on the ballot shall originate with the Parties. Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. Neither the Town nor the County have an obligation to fund the Department.

Paragraph 6 Member Volunteer Association is deleted in its entirety

Paragraph 14 Collective Bargaining is added as follows

14. Collective Bargaining. In the event of collective bargaining, the Town of Jackson shall be provided the option to attend collective bargaining negotiations and discussions between Teton County and a duly organized union. Prior to entering into a written collective bargaining agreement affecting the financing of the Department, Teton County

shall obtain approval of the terms of such written collective bargaining agreement from the Town of Jackson as it pertains to issues affecting financial implications for the Town and funding allocations as set forth in Paragraphs 7(c-e), 8, 10, and 11.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

By: _____

Pete Muldoon, Mayor Approved 11-5-18 Dated

11-5-2018

Attest:

By: _____

Sandy Birdyshaw, Town Clerk



BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: _____

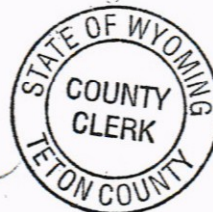
Mark Newcomb, Chair

11/5/18
Dated

Attest:

By: _____

Sherry Daigle, County Clerk

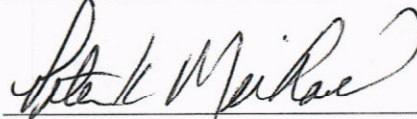


STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the First Amendment to the Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services and determined that the First Amendment is compatible with the laws and constitution of the State of Wyoming. The approval of the First Amendment by the Attorney General is limited to the terms and conditions of the First Amendment itself, and does not extend to any individual project or the financing of any individual project contemplated under the First Amendment.

Approved this 5th day of December, 2018.

ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "Peter K. Michael", written over a horizontal line.

Peter K. Michael

**THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER
AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This agreement is made and entered into to be effective as of the 29 day of August 2014, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as “Town”, and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, Wyoming Statutes §16-1-101, et. seq., Intergovernmental Cooperation, allows for two (2) or more agencies to enter into agreements with each other for joint or cooperative action; and

WHEREAS, this Joint Power Agreement is created pursuant to W.S. § 16-1-105 and it is specifically recognized that this agreement does not create a separate legal entity, nor is this agreement created or governed by W.S. § 16-1-106 Joint Powers Boards; and

WHEREAS, Wyoming Statute § 18-3-509(a)(ii) allows for the County to provide fire protection jointly with one (1) or more municipal corporations; and

WHEREAS, Wyoming Statute § 15-1-103(a)(xxiii)(C) provides for the Town to make cooperative agreements for fire protection in accordance with Wyoming Statute 15-1-121(a)(ii); and

WHEREAS, Teton County and the Town of Jackson (hereinafter referred to as "Parties") have determined that there is a need within Teton County and the Town of Jackson for consolidation of the Fire and the Emergency Medical Services and shall be combined into the Jackson Hole Fire/EMS Department (hereinafter referred to as the Department); and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County are expending funds and assisting in the support of fire and emergency medical services; and

WHEREAS, the Town and County have operated the Jackson Hole Fire/EMS Department for the past 10 years under the 2004 Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services, which expires this year.

NOW THEREFORE, it is hereby resolved by the Town and County in separate meetings duly assembled, and in consideration of the foregoing and of the cooperation to be had between

the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to jointly provide for Fire Protection and Emergency Medical Services within Teton County and the Town of Jackson, which shall be called the Jackson Hole Fire/EMS Department.
2. **Duration.** This agreement shall commence on the date of approval by the Wyoming Attorney General, following the adoption and approval of this agreement by both parties hereto, and shall terminate ten (10) years from said date of adoption and approval, unless sooner terminated or extended as hereinafter provided.
3. **Name.** This agreement creates the Jackson Hole Fire/EMS Department, which is a cooperative action between the Town and County. The Department shall be managed by a ~~Chief of Fire and Emergency Services~~ **Fire Chief** (hereinafter referred to as "Chief).
4. **Powers Delegated and Roles of the Parties ~~and the Chief.~~** To minimize confusion as to the roles and responsibilities of the Parties hereto, the Chief and staff utilized, the Parties identify such roles and responsibilities as follows:
 - a) The Chief shall have the power to manage the day-to-day affairs of the Department. This shall include overseeing personnel and administering and implementing the rules, regulations, and policies, in the daily management of the Department. The Chief shall hire, terminate, and discipline the Department's ~~paid~~ employees in accordance with the Teton County Personnel Policies. The Chief shall **develop and approve Standard Operating Procedures and Protocols by which the Department operates. The Chief shall be hired, fired, disciplined, and supervised by the County Commissioners' Administrator, in consultation with the Town Manager.** ~~approve or disapprove of nominations submitted by the Volunteer Firefighters and Emergency Medical Services Association for Operational Officers. The Chief shall report to the Teton County Commissioner's Administrator for day to day management. The Chief shall develop and approve Standard Operating Procedures and Protocols by which the Department operates.~~
 - b) Teton County and the Town of Jackson shall be involved in any and all decisions, and approval shall be necessary from both parties concerning capital expenditures, and land acquisitions. All proposals to place a proposition for the Specific Purpose Excise Tax (SPET) on the ballot shall originate with the Parties. **Through their financing function, the**

~~Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. In addition, the power to hire and fire the Chief of the Department shall lie in the sole discretion of the Parties. Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. Neither the Town nor the County have an obligation to fund the Department. The Teton County Board of County Commissioners shall appoint a member of the Teton County Board of County Commissioners to serve as a liaison from Teton County and the Town of Jackson to the Department. The liaison shall be known as the Fire Commissioner and shall have no independent decision making powers separate from the governing bodies of Teton County and the Town of Jackson and shall serve as a liaison to facilitate communication.~~

5. **Ownership of Facilities.** The fire and emergency medical services facilities, including leased property, and all of the facilities currently located upon them, as well as equipment currently utilized by the Department, shall continue to be the sole property of the respective Party that currently has ownership. Each Party shall be deemed to own a one-half (1/2) undivided interest in certain equipment and facilities as noted in a schedule attached hereto as “Schedule of Co-Owned Equipment.” Future acquisitions of property must be designated as co-owned or as solely owned by one party at the time of the acquisition. If property is not designated at time of acquisition, the default shall be co-ownership with each party having a one-half (1/2) undivided interest in the equipment or facility.
6. **Member Volunteer Association.** ~~A member association shall be incorporated in the State of Wyoming as a non-profit corporation. The member association, currently formed and known as Teton Emergency Responders Association, shall automatically include in its membership all volunteer personnel of the Department. Neither the Chief, nor any paid personnel of the Department, shall hold membership in this association. The Teton Emergency Responders Association is authorized to utilize the Department's facilities and equipment for the purpose of fund raising for the benefit of the Department. The Town and County, pursuant to Wyoming Statute § 35-9-601(h), specifically recognize the Department as a volunteer fire department.~~
7. **Special Fire Fund.**

- a) Wyoming Statute §18-3-509(b)(i) stipulates authority for the fire protection levy and administration of the Special Fire Fund. Statutory provisions allow the Board of County Commissioners discretion within its annual budget for the purchase of fire equipment or for the maintenance and support of fire protection to annually levy a tax of not more than one (1) mill on the taxable valuation of the property in the county except property within any incorporated city or town or rural fire district; proceeds from the levy shall be kept in a special fund by the county treasurer and used solely for the purpose of fire protection. Expenditures of the Special Fire Fund are the sole responsibility of the Teton County Board of County Commissioners, and the special fire fund cannot be administered jointly or the power to administer be delegated.
- b) All expenditure and revenue transactions pertaining to fire protection and/or toward the purposes stated in paragraph (a) above, shall and will continue to be recorded in the separate Special Revenue Fund as part of Teton County reporting entity. This special revenue fund is referred to as the Special Fire Fund.
- c) The Town of Jackson and Teton County will each contribute the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions for the costs of operating all the fire protections services; excluding any costs associated with fire protection for the area known as Station 5, Alta.
- d) On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of the actual monthly operational costs incurred by Teton County for such fire protection services.
- e) On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of the actual monthly costs incurred by Teton County for capital expenditure or projects pertaining to fire protection. Each such expenditure will be itemized separately on the invoice.

8. Financing and Budget.

- a) General Finance. All expenditure and revenue transactions pertaining to the Department shall be recorded in a separate Special Revenue Fund that will be part of the Teton County reporting entity. This special fund shall be called the Fire/EMS Fund (hereinafter referred

to as “Fund”). The Town and County shall contribute the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions in contributions to the Fund, so long as all expenditures are in compliance with previously approved appropriations.

The annual fiscal year contribution shall be calculated in the prior year during the annual budgeting process. The combined contributions from the Parties will be the difference between the projected ending fund balance (on a modified accrual basis) and the agreed-upon targeted fund balance. The estimated fund balance calculation for the fiscal year of the contribution shall be calculated as follows:

Estimated Beginning Fund Balance

Plus(+): All Estimated Program Sources (revenues)

Minus(-): All Estimated Program Uses (expenditures)

Equals (=): Estimated Fund Ending Balance

Subject to County invoicing, the Town will remit one-twelfth (1/12) of the approved annual contribution on a monthly basis throughout the fiscal year. All expenditures and revenue pertaining to the Fund will be paid/received by Teton County and recorded as a debit/credit to the Fund. The Town will not accept Department revenue or incur Department expenditures other than through Teton County, except grant proceeds and grant-related expenditures where the Town of Jackson is the grantee.

- b) Budgeting Procedures. The Department is required to comply with both Parties' budgetary procedures, which includes format and timing requirements for appropriation requests. All appropriations and budgeted revenue need approval from both Parties before the budget is considered approved. Adjustments to appropriations and budgeted revenue through the fiscal year require the approval of both Parties. The Department will comply with both Parties' supplemental appropriation process. The Department is required to comply with both Parties' Capital Improvement Plan (CIP) procedures, which include formal and timing requirements for project submittal.
- c) Fund Balance (Reserves). The fiscal year ending fund balance, calculated on the modified accrual basis of accounting, of the Fund will be reported by the County to the Town as soon as the Teton County Audited Financial Statements are published.

The desired level of the reserves, or the targeted fund balance, will be proposed by Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be with the Town of Jackson and Teton County each owning the percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distribution. Investment of idle funds must be done in compliance with the Teton County investment policy and Wyoming Statutes.

9. **Auditor Recommendations.** The Parties intend to abide by all recommendations of their auditors. Recommendation of the parties' auditors proposed after the date hereof shall be deemed incorporated herein as they may be made from time to time.
10. **Financing of Operations and Capital Expenditures.** For purposes of timing, financing operations, capital expenditures and budgeting, the Board shall be controlled by the more restrictive of the statutory fiscal procedures applicable to the Town and County. The funding of the Department shall be a negotiated process pursued in good faith by the sponsoring entities.
11. **Methods of Operation.** The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and to take advantage of established fiscal, personnel, insurance and other arrangements, the Department shall operate as if it were a department of the County. This includes, but is not limited to utilizing the following: County personnel policies, County fiscal management and auditing, County retirement and health and medical insurance, and County casualty and personal liability insurance. The final approved budget of the Department shall be within the County's budget and the County shall be responsible for performing all required audits and reporting to appropriate agencies. All employees of the department shall be employees of Teton County, which shall be responsible for direct withholding and payment of all compensation, fringe benefits, employment taxes, workers' compensation, or other recompense, but subject to contribution by the Town of a percentage equivalent to the most current census data utilized by the State of Wyoming in making sales tax distributions of all sums. Property which is solely owned by the Town shall be insured by the Town. Any property in which the County has an ownership interest shall be insured by the County. All contracts entered into by the Department shall be approved by solely the County.

12. Termination or Extension of Agreement. This agreement may be terminated by the resolution of either the Board of County Commissioners of Teton County, Wyoming, or the Town Council of the Town of Jackson; provided, however, that neither party shall be permitted to terminate this agreement or its obligations hereunder if said termination, or the manner of termination, constitutes a breach of any contract for the lease, use or hiring of any facilities, property or services. Upon such termination, all properties belonging to one of the parties which provided the property as hereinabove designated, shall revert to and be the sole and separate property of that party. All properties jointly provided or funded by the parties hereto shall be by mutual agreement between the parties.

13. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties with respect to the operation and maintenance of the Department and all such related facilities, and any prior agreements are hereby rescinded and rendered null and void. This agreement specifically supersedes the 2004 Town of Jackson and Teton County Joint Power Agreement for Fire and Emergency Medical Services. This agreement contains the entire agreement between the parties concerning the establishment of the Department for the operation of fire and emergency medical services.

14. Collective Bargaining. In the event of collective bargaining, the Town of Jackson shall be provided the option to attend collective bargaining negotiations and discussions between Teton County and a duly organized union. Prior to entering into a written collective bargaining agreement affecting the financing of the Department, Teton County shall obtain approval of the terms of such written collective bargaining agreement from the Town of Jackson as it pertains to issues affecting financial implications for the Town and funding allocations as set forth in Paragraphs 7(c-e), 8, 10, and 11.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

...

SCOPING STAFF REPORT



Meeting Date:	April 15, 2024	Meeting Title:	Workshop
Submitting Department:	Comms/Strategy & Public Works	Presenter:	Susan Scarlata & Floren Poliseo
Agenda Item:	Scoping Report on Improving Accessibility at Town Sites and Facilities	Public Comment:	Yes

Purpose & Policy Considerations.

At its January 22, 2024, meeting, Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to improve accessibility at Town sites and facilities.

Requested Action.

Please consider this item in tandem with Council's calendar, scheduled priorities, and staffs' work capacity and direct staff to implement this item.

Recommendations.

Staff recommends this initiative be added to the Facilities Division of the Public Works Department combined with support from the Communications and Strategic Initiatives Department to hire a consultant to provide an assessment and near-term, mid-term, and long-term strategies for improving accessibility at Town sites and facilities.

Background.

At its January 22 meeting, Town Council heard recommendations from the Equity Task Force and voted for staff to draft a Scoping Report about the time and staff capacity it will take to improve accessibility at Town sites and facilities. A broad brush understanding of this item leads staff to believe it would be a small lift for Council and a larger lift for staff, which could lead to significant improvements in our community.

The Equity Task Force made a broad recommendation with many points related to accessibility. Recognizing this project needs to start somewhere and that taking on everything at once is not possible with current levels of staff and resources, staff drafted this Scoping Report addressing some and not all the recommended items related to accessibility and intends to keep the longer list in a 'parking lot' to come back to once initial items are accomplished. To summarize, the recommendation from the Equity Task Force proposed starting with improving accessibility at all Town-owned buildings and sites and eventually influencing other businesses and entities around Town. Specific requested actions include the following.

- Identify and assess accessibility compliance within Town structures and sites.
- Review current maintenance practices through an accessibility equity framework potentially including street sweeping, snow removal on streets and sidewalks, parking lot snow removal, and street clearing.

It is important to consider this recommendation in tandem with what Public Works has already incorporated into its planning and processes related to accessibility. The Facilities and Engineering Divisions at Public Works already review accessibility standards before any and all updates to facilities, public spaces, and capital improvements. Accessibility is also actively incorporated into all budgeted construction projects as they occur, this means that though planned for, current improvements to accessibility only occur when capital projects are taking place.

Analysis & Key Policy Questions.

Staff understands the point of this item is to identify and evaluate accessibility at Town structures and sites and review current maintenance practices methods and processes for improvements to our streets work to address accessibility.

Staff recommends hiring a consultant to begin this work, do the initial assessment and provide near-term, mid-term, and long-term strategies for improving accessibility at Town facilities and sites. A professional assessment would provide meaningful data to inform prioritization and cost estimates for projects and improvements in the 5-year Capital Improvement Plan (CIP), help identify new needs, and potentially highlight further ways to improve accessibility during large construction projects. Working with a consultant and the resulting implementation and resource needs are not currently in Public Works' Work Plan, but the consultant's work could be added this year, and recommendations could be scheduled once that is complete. Work with a consultant will mean administering a request for proposals and/or qualifications process, assessing and hiring the best fit for our needs, and working with them to gather the desired information. This could be accomplished this year and is budgeted for in Public Works FY25 budget request.

If Council chooses to move this forward, Public Works and Comms/Strategy staff will collaborate to hire a consultant, work with them, and then consider the near, mid and long-term initiatives they recommend. We anticipate one short-term recommendation will be creating and installing signage, which can be added to the PW/Facilities and Comms/Strategy teams' work plans and budgets. Staff does not anticipate this item will take much Council time and will utilize a moderate amount of staff time to hire and work with a consultant and eventually create and install signs and consider other related recommendations.

Key Question #1: Does Council agree with staff's understanding of the initiative being proposed, the recommendation to hire a consultant for an assessment and then work to implement recommendations from the consultant and add others to the CIP? If yes, does Council want to direct staff to take the initial steps discussed in this Scoping Report to improve accessibility at Town sites and facilities?

Fiscal Impact.

The fiscal impact of moving forward with improving accessibility at Town sites and facilities is an estimated maximum of \$30,000 to hire a consultant/contractor to assess facilities, sites, processes, and methods and to prioritize needs and perhaps to inventory and estimate related costs. This funding is requested in the proposed FY2025 budget, currently being reviewed.

Staff Impact.

Staff projects this taking 80 hours of staff time between Public Works and Communications/Strategy.

Attachments or Links.

NA.

Suggested Motion.

I move to direct staff to work on improving accessibility at Town sites and facilities on a two-year timeline as described in this report.

COUNCIL WORK PLAN CALENDAR 2024		
JANUARY	FEBRUARY	MARCH
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Equity Task Force Presentation	Title 7, Animals	Equity Task Force Updated Resolution
Pre-Construction Bid for Stilson-	Censure Ordinances-	Fairgrounds & Rodeo Lease Extension
Snow King & Willow Stop Sign	LDR General Update 2023	PI List Review (continued to May)
	Kelly Place Deed Restriction	
JIM	JIM	JIM
Cancelled	Joint Department Funding Task Force Discussion	Housing Department Work Plan & Housing Supply Plan
		Regional Transportation Work Plan
APRIL	MAY	JUNE
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Legislative Debrief & Resolutions for WAM	Gregory Lane Design	Budget & Revenue Strategy
Furthering Accessibility @ Town Bldgs. & Sites (scoping)	Title 15 Updates Building & Construction	County Water Quality Plan Update
Fire JPA	PI List Review (continued from March)	Community Solar
	Rights of Nature Resolution	Town Mobility Overlay
	Equity Task Force Appointments (Special Mtg.)	Accessible Housing Policy Upgrades
		Final Sustainability Plan, GHG Inventory
		Fire JPA
SPECIAL MTG. (April 22)	JIM	JIM
Long Range Planning Work Plan & Indicator Report	90 Virginian Lane Developer Selection	Modernizing Mobility for West Jackson Plan
Joint Alternative Funding Options	SS4A Vision, Goals, & Leadership Commitment	90 Virginian Lane Developer Selection (if cont.)
	Mobility Hub Study & Next Steps	Fire JPA
	Community Wildfire Protection Plan (WUI)	Regional Transportation CIP

COUNCIL WORK PLAN CALENDAR 2024 (CONTINUED)		
JULY	AUGUST	SEPTEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Budget & Revenue Strategy	Budget & Revenue Strategy	Budget & Revenue Strategy
Stormwater Management Plan	Update to Wastewater/Sewer Policies	Pay As You Throw Pricing/Alcohol Container Reso
Total Comp/Benefit Review/PD Staff Retention		Title 7 (second mtg.)
Karns Meadow EA & CUP Preview		
JIM	JIM	JIM
90 Virginian Lane Ground Lease & Dev. Agreement	Housing Dept. Rules & Regs Issues Identification	Housing Dept. Rules & Regs Clean-Up
Cow Pasture 1 & 2 Softball Field Replacement	Stilson GMP Budget Approval	
Fire JPA		
OCTOBER	NOVEMBER	DECEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Budget & Revenue Strategy	Budget & Revenue Strategy	Budget & Revenue Strategy
Gregory Lane - Design & Construction	Legislative Approach Prep	Fire/EMS Level of Service & Expectation Setting
	Mobility Overlay	
JIM	JIM	JIM
SS4A Safety Action Plan Update	Housing Dept. Rules & Regs Adoption	Rec Center 6-Month Operations & Revenue Review
	Transportation CIP & Grant Opportunities	Options for Dedicated Transportation Funding
	Regional Transportation Needs Assessment	

SHIFTS & CHANGES

Furthering Accessibility @ Town Bldgs. & Sites (scoping)	Moved from March to April
Rights to Nature Resolution	Moved from March to May
Regional Transportation CIP	Moved from April to June
Community Wildfire Protection Plan	Added to May JIM at Request of Interim Fire Chief
Joint Alternative Funding Options	Moved to April JIM
Fire JPA	Removed from March
Stormwater Management Plan	Moved from May to July
Karns Meadow EA & CUP Preview	Moved from April to July
PI List	Continued to May
Total Comp/Benefit Review/PD Staff Retention	Moved from May to July
Budget & Revenue Strategy	Moved to begin in June once FY25 Budget is done

April 16, 2024 9am-12pm Regular Budget Meeting	
TOPIC	
Discussion Items	
Budget Overview	
Design Review Committee Interviews	
Adjourn	

DRAFT

JIM Agenda Item Requests			
<i>Submittal / Request Section</i>			
April 22, 2024 Special JIM 9AM - 3PM			
#	Submitter Name	Agenda Item	Time Needed
1	Tyler/Jodie	Apr 22 Human Services Budget Window	120 mins
2	Ryan Hostetter	Apr 22 Long Range Planning Indicator Report and Work Plan	90 mins
3	Tyler/Jodie	Apr 22 Joint Funding Alternatives	120 min

April 22, 2024 3-5pm Special Budget Meeting

TOPIC

Discussion Items

FY25 Budget Discussion

Adjourn

DRAFT

JIM Agenda Item Requests			
<i>Submittal / Request Section</i>			
April 23, 2024 Special JIM 9-5PM			
#	Submitter Name	Agenda Item	Time Needed
1	Tyler/Jodie	Budget Presentations Joint Depts, Airport, TTB, ECW	8 hrs

JIM Agenda Item Requests			
Submittal / Request Section			
May 6, 2023 Special JIM 9:15AM - 5PM			
#	Submitter Name	Agenda Item	Time Needed
	April Norton	90 Virginian Lane Developer Selection 9:15AM - 12PM	160 mins
	Mike Moyer	Community Wildfire Protection Plan (WUI) 1PM - 2PM	60 mins
	Brian Schilling	SS4A Safety Action Plan Leadership Commitment 2PM - 2:30PM	30min
	Charlotte Frei	Mobility Hub study and Mobility Action Plan 3PM - 3:45PM	45 min
	Tyler/Jodie	Joint Department, Airport, TTB, ECW Budget Follow Up and/or final decisions 3:45PM - 4:45PM	60 mins
	Tyler/Jodie	May 14 JIM Budget	120 mins
	Tyler/Jodie	June 3 Final Decisions on budgets for Joint, Airport, TTB, ECW if not already made	120 mins
	Charlotte Frei	Jun 3 - Modernizing Mobility for West Jackson Plan	30 mins
	April Norton	Jun 3 - 90 Virginian Lane Developer Selection (if cont.)	30 mins
	Tyler/Jodie	June 3 - Fire JPA	30 mins
	Charlotte Frei	June 3 - Joint Transportation CIP	30 mins
	Brian Schilling	June 3 - Update the Pathways MOU	30 mins
	Steve Ashworth	Jul 1 - Cow Pasture 1&2 Softball Field Replacement	30 mins
	Tyler/Jodie	Jul 1 - Fire JPA	60 mins
	April Norton	August 5 (moved from Jul 1) - 90 Virginian Lane Ground Lease	120 mins
	April Norton	Aug 5 - Housing Dept. Rules & Regs Clean Up Issue I.D.	60 mins
	Tyler/Jodie	Aug 5 - Stilson GMP Budget Approval	30 mins
	April Norton	Sep 9- Housing Dept. Rules & Regs Clean Up	120 mins
	Brian Schilling	Oct 7 - SS4A Safety Action Plan Update	30 mins
	April Norton	Nov 4 - Housing Dept. Rules & Regs Adoption	consent
	Charlotte Frei	Nov 4 - Transportation CIP & Grant Opportunities	45 mins
	Charlotte Frei	Nov 4 - Regional Transportation Needs Assessment	30 mins
	Charlotte Frei	Dec 2 - Options for Dedicated Transportation Funding	30 mins
	Steve Ashworth	Dec 2 - Rec Center 6-Month Operations & Revenue Review	30 mins
	Charlotte Frei	Dec 2 - Regional Transportation Needs Assessment Status Update	45 min

May 6, 2024 Regular Town Council Meeting

INITIAL SR DUE: 4/5 COMPLETED SR DUE: 4/19 FINAL SR DUE: 4/26

TOPIC

Announcements & Proclamations

Teacher Appreciation Week

National Public Works Week

National Police Week

Mental Health Awareness Month

Employee Introductions

Name: Raquel Barnett

Position: Police Officer

Consent Calendar

Minutes & Disbursements

April 15, 2024 Regular Town Council Workshop

April 15, 2024 Regular Town Council Meeting

April 22, 2024 Special Town Council Meeting

Other

MOU with Mental Health & Recovery Services of JH and Title 25/BH Crisis Partners of TC

Centurylink Franchise Request

Stilson Transit Center Sewer Connection Request (E24-0027)

Indian Springs Connection and Use Agreement (E23-0120)

Discussion & Action Items

Planning & Building

Petition to Vacate Portion of an Alley at 325 N. Cache St. et al. (PM23-006)

Sketch Plan for 290,000 sf Mixed-Use Hotel and Condominiums Along N. Cache (P24-002)

Request for a Subdivision Plat at Stags Landing - 225 E. Snow King Ave. (P24-032)

Sketch Plan for 3-story hotel at 210 and 230 N. Glenwood St. (P24-018)

Resolutions

Resolution 24-07: Rights of Nature Resolution

Resolution 24-08: FY24 Budget Amendment #3

Ordinances

Ordinance R: Westbank Sanitation Franchise Renewal

Matters from Mayor and Council

Matters from the Town Manager

Town Manager's Report

Adjourn

May 7, 2024 Regular Budget Meeting
TOPIC
Discussion Items
FY25 Budget Discussion
Adjourn

DRAFT