Special Joint Information Meeting

July 8, 2024
1:30 PM
County Commission Chambers
Chair: Luther Propst

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING.

I. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town and County reserve 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 electedofficials@jacksonwy.gov and to County Commissioners by emailing commissioners@tetoncountywy.gov.

To join, click link or copy it to your browser: https://us02web.zoom.us/j/83869305211

Or join at zoom.com with Webinar ID: **838 6930 5211** or by phone: **+1 669 900 6833**

II. CALL TO ORDER AND ROLL CALL

III. DISCUSSION/ACTION ITEMS

A. Town and County Joint Revenue (Tyler Sinclair)

IV. ADJOURN

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Administration

PRESENTERS: Tyler Sinclair

MEETING DATE: July 8, 2024

SUBJECT: Town and County Joint Revenue

STATEMENT/PURPOSE

The Board of County Commissioners ("Board") and Jackson Town Council ("Council") will review joint action taken by the Boards on July 1, 2024 regarding 1) Consideration of a joint resolution for a 1% SPET for the Teton County Justice Center, 2) Review language changing the Town and County joint department/division funding split for Joint Powers Agreements (JPAs) and all departments/divisions cooperatively funded for the Town to pay 35%, and the County to pay 65% should the 1% SPET for the Teton County Justice Center pass; and 3) Review language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded for the Town to pay 40% and the County to pay 60% should the 1% SPET for the Teton County Justice Center fail to pass.

BACKGROUND/ALTERNATIVES

Upon the conclusion of the Town and County joint funding task force in April, at Joint Information Meetings and separately, these boards have been discussing various joint funding alternatives available. Please see previous staff reports for an overview of all joint funding alternatives.

Teton County

On June 18, 2024, the Teton County Board of County Commissioners approved a Resolution approving a proposition for an additional 1% Specific Purpose Excise Tax (SPET). The Resolution approves placing a ballot question on the November 5, 2024, General Election ballot to approve $88 million for a new Teton County Justice Center. Pursuant to Wyoming Statute §39-15-203(a)(iii)(A), before the county can place any proposition to impose a SPET on the ballot, the governing bodies of at least 50% of the incorporated municipalities within the county shall adopt a resolution approving the resolution. The Teton County Board of County Commissioners have respectfully requested that the Jackson Town Council approve the same Resolution authorizing the SPET ballot question to be placed on the November 5, 2024, ballot. Related notification from the Town to the County Clerk must occur prior to July 17, 2024. Attached, please see the formal request from the County to the Town on this matter.

Town of Jackson

On June 17, 2024, Jackson's Town Council continued its discussion on joint funding alternatives and approved the following two (2) motions to:

1. Direct staff to send a letter on behalf of the Town Council stating the Council's desire to have:
   a. The Town and County change the Joint department/division funding split as follows: the Town pays 35% of Joint department budgets (operations and capital), and the County pays 65% of Joint department budgets (operations and capital), which split shall be included in the joint power agreements and, as appropriate, incorporated and enshrined in other Joint department cooperative arrangements for a minimum period of ten years, to be drafted and approved on or before July 17, 2024 and effective July 1, 2025; and
   b. The Town and County to place a joint resolution on the November 2024 ballot to collect an additional 1% or ½% SPET for the County Justice Center.
2. Direct staff to send a letter on behalf of the Town Council stating the Council's desire to have the Town and County place a joint resolution on the November 2024 ballot to collect an additional 2% County-wide Lodging Tax.

Joint Information Meeting

At the July 1, 2024, Joint Information Meeting (JIM) the Town Council and the Teton County Board of County Commissioners met to continue discussing joint funding and ultimately both made the following motion:

I move to direct staff to:

1) *Prepare a final joint resolution for a 1% SPET for the Teton County Justice Center.*
2) *Prepare language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded as follows:*
    a. *The Town pays 35% of joint department/division budgets (operations and capital), and the County pays 65% of joint department/division budgets (operations and capital); and*
    b. *For a period of ten years; and*
    c. *Effective July 1, 2025.*
3) *Prepare language changing the Town and County joint department/division funding split for JPAs and all departments/divisions cooperatively funded as follows:*
    a. *The Town pays 40% of joint department/division budgets (operations and capital), and the County pays 60% of joint department/division budgets (operations and capital); and*
    b. *Over a period of 2 fiscal years and 3% per year; and*
    c. *Effective July 1, 2025.*
4) *Present these documents at a joint meeting on July 8, 2024.*

In addition, the Boards discussed the inclusion of a joint resolution on the November 2024 ballot to collect an additional 2% County-wide Lodging Tax. After discussing this item, the Boards did not include this alternative in the motion for further consideration at this meeting.

Furthermore, the Boards directed staff to provide information regarding the change to the Town and County Joint department funding split. Specifically, for every 1% reduction/increase in the Town/County portion of the split the Town/County share changes approximately $210,000 for recurring operations only, excluding capital.

In the chart below, staff have listed the joint departments, divisions and staff that would be subject to change and are included in this calculation should the proposed motions pass. Staff have used the adopted Fiscal Year 2025 budget for the Town and County to determine the figures below. Staff notes that although the proposal is to fix the Town/County percentage splits moving forward the actual dollar amounts will change year to year based upon the approved budgets. The noted exception is Dispatch, which has not been included in this discussion for proposed change and thus would remain at the current split, Sheriff 44%, Town 36%, Fire/EMS 20%.

Joint Funding Split Alternatives

OPERATIONS						
	Adopted		Proposed		Proposed	
	Town 46%	County 54%	Town 40%	County 60%	Town 35%	County 65%
START Bus System	$1,222,482	$1,435,087	$1,063,028	$1,594,541	$930,149	$1,727,420
Fire/EMS	3,336,868	5,007,276	2,895,479	5,448,665	2,527,654	5,816,490
Emergency Management	87,594	102,827	76,168	114,253	66,647	123,774
Parks & Recreation	2,919,210	3,426,898	2,538,443	3,807,665	2,221,138	4,124,970
Victim Services	164,068	192,601	124,834	$231,835	124,834	231,835
Animal Shelter/Control	160,028	187,859	113,241	$234,646	113,241	234,646
Affordable Housing Operations	588,898	691,316	512,086	768,128	448,075	832,139
Radio Services Agreement	593,015	696,147	515,665	773,497	451,207	837,955
Treatment Court	53,070	62,300	46,148	69,222	40,380	74,991
Pathways Operations	129,456	151,970	112,570	168,855	98,499	182,926
Transportation	305,701	419,651	233,165	492,186	196,898	528,453
Planning	103,344	103,344	82,675	124,013	72,341	134,347
	$9,663,733	**$12,477,275**	**$8,313,503**	**$13,827,506**	**$7,291,062**	**$14,849,946**
Fiscal Impact			($1,350,230)	$1,350,230	($2,372,671)	$2,372,671

CAPITAL						
	Adopted		Proposed		Proposed	
	Town 46%	County 54%	Town 40%	County 60%	Town 35%	County 65%
START Bus System	$823,572	$966,801	$716,149	$1,074,224	$626,631	$1,163,742
Fire/EMS	659,618	774,334	573,581	860,371	501,883	932,069
Emergency Management	19,780	23,220	17,200	25,800	15,050	27,950
Parks & Recreation	1,176,018	1,217,282	1,096,320	1,296,980	1,029,905	1,363,395
	$2,678,988	**$2,981,637**	**$2,403,250**	**$3,257,375**	**$2,173,469**	**$3,487,156**
Fiscal Impact			($275,738)	$275,738	($505,519)	$505,519

* Based Upon FY2025 Budget

ANALYSIS/ALTERNATIVES

In accordance with the motion set forth above, staff prepared documents for the Council to review, and consider.

Key Element 1: Departments, Divisions, Programs, Staff to be included

There are two different ways that Town and County joint departments/divisions operate. On the one hand, there are departments/divisions with formal, written agreements. These are Fire/EMS, START, Parks & Rec, Housing, Pathways, and the Animal Shelter. The funding split for these departments/divisions would be updated by revising the related documents. Updated versions of these documents are attached to this staff report. On the other hand, there are also cooperative endeavors between parties *without* formal, written agreements. These include Victim Services, Transportation, Long-range planning, and Drug Court. For these departments/operations there is no document to update; rather, as has occurred historically, the motion in this staff report would update the funding split. As mentioned above, Dispatch is not included in this discussion of proposed changes and would remain at the current split, Sheriff 44%, Town 36%, Fire/EMS 20%.

Key Element 2: Two Alternatives

All the documents for departments with formal, written agreements have two versions attached to this staff report: One reflecting a 65/35 split *to be effectuated if the SPET passes*, and a second reflecting a 60/40 split with a two-year phase in *to be effectuated if the SPET fails*. All changes are in red type in the documents to clearly show the new language being proposed.

Key Element 3: Agreements

The agreements are similar, but they are not the same. First, some are JPAs, while one is a resolution, one is an Memorandum of Understanding (MOU), and one is just a contract outside of the JPA context. Second, the language (even among the JPAs) is not identical and not in the same locations within each agreement. As a result, each document looks slightly different and had to be updated in slightly different ways; however, the new language, as you will see, is the same.

Key Element 4: Term

Again, regarding terms, the agreements are not all the same – while some have no term, some have a ten-year term, some have renewal. Thus, to be clear and consistent the new language is the same: The term is ten years but is stated as that date, June 30, 2035, thus corresponding with a fiscal year. The timeline breaks down as follows:

Year of Agreement	Year	Funding Split
0	2024-25	Census
1	2025-26	65/35 or 43/57
2	2026-27	65/35 or 40/60
3	2027-28	65/35 or 40/60
4	2028-29	65/35 or 40/60
5	2029-30	65/35 or 40/60
6	2030-31	65/35 or 40/60
7	2031-32	65/35 or 40/60
8	2032-33	65/35 or 40/60
9	2033-34	65/35 or 40/60
10	2034-June 30, 2035	65/35 or 40/60

COMPREHENSIVE PLAN ALIGNMENT

To successfully implement the Comprehensive Plan, the Town Council and County Commission must set priorities, be strategic, and be disciplined. Chapter 8 - Quality Community Service Provision calls for "Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner."

STAKEHOLDER ANALYSIS

All residents of Teton County.

FISCAL IMPACT

First, regarding the proposed 1% tax increase in the form of a SPET, the County Treasurer reports that each penny generates approximately $22M.

Second, regarding the change to the Town and Couty Joint department funding split, for every 1% reduction/increase in the Town/County portion of the Town and County Joint Department split, the Town/County share changes approximately $210,000 due to recurring operations excluding capital. See above for more detail.

STAFF IMPACT

Ongoing.

LEGAL REVIEW

Colasuonno

ATTACHMENTS

- Fire/EMS JPA (both versions)
- START JPA (both versions)
- Parks and Recreation JPA (both versions)
- Pathways MOU (both versions)
- Housing Department Resolution (both versions)
- Animal Shelter Agreement (both versions)

RECOMMENDATION

None

SUGGESTED MOTIONS

Town

A: Motion for a 35% and 65% split, directing action if the SPET passes on November 5, 2024:

I move to:

1) Approve the amendments attached to this staff report for the Fire/EMS JPA, START JPA, Parks and Recreation JPA**,** Pathways MOU, Housing Department Resolution, and Animal Shelter Agreement and;
2) Approve, where no formal written agreements exist for the jointly funded departments / operations of Victim Services, Transportation, Long-range Planning, and Drug Court, a financing split beginning on July 1, 2025, wherein the Town contributes 35% and the County contributes 65% for all jointly funded departments (capital and operations) for a ten-year period; and
3) If the 1% SPET for the Justice Center passes on November 5, 2024, authorize the Mayor to execute the documents and for staff to circulate them for appropriate execution and effectuation.

B: Motion for a 40% and 60% split, with a 2-year phase in, directing action if the SPET fails on November 5, 2024:

I move to:

1) Approve the amendments attached to the staff report to the Fire/EMS JPA, START JPA, Parks and Recreation JPA**,** Pathways MOU, Housing Department Resolution, and Animal Shelter Agreement and;
2) Approve, where no formal written agreements exist for the jointly funded departments / operations of Victim Services, Transportation, Long-range Planning, and Drug Court, a financing split beginning on July 1, 2025 and concluding on June 30, 2026 wherein the Town contributes 43% and the County contributes 57% for all jointly funded departments (capital and operations) and, beginning on July 1, 2026, a funding split wherein the Town contributes 40% and the County contributes 60% for all jointly funded departments (capital and operations) for a ten-year period; and
3) If the 1% SPET for the Justice Center does not pass on November 5, 2024, authorize the Mayor to execute the documents and for staff to circulate them for appropriate execution and effectuation.

C: Motion to approve the SPET joint resolution:

I move to approve the Joint SPET Resolution approving placement of a ballot question regarding a 1% SPET for the Teton County Justice Center on the November 5, 2024, ballot.

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 6th day of November 2024, 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 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 expired in 2014 and was renewed for a one-year term; and

WHEREAS, the Town and County desire to amend the Jackson Hole Fire/EMS Joint Power Agreement to update the funding split between the parties and the term.

NOW THEREFORE, it is hereby resolved by the Town and County in 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:

Paragraph 2. Duration, shall be amended and shall now read as follows:

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 on June 30, 2035, unless sooner terminated or extended as hereinafter provided.

Paragraph 6. Financing and Budget, shall be amended and shall now read as follows:

6. 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"). For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, 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. Beginning on July 1, 2025 and continuing for remainder of the duration of this Agreement, the Town shall contribute 35% to the Fund and the County shall contribute 65% 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 equivalent to the respective percentages each party contributed to the Fund in the applicable fiscal year. Investment of idle funds must be done in compliance with the Teton County investment policy and Wyoming Statutes.

Paragraph 9 Methods of Operation, shall be amended and shall now read as follows:

9. 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, subject to the respective contribution percentages set forth in Paragraph. 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.

Paragraph 11 Prior Agreements, shall be amended and shall now read as follows:

11. 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 July 2024 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.

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: ____________________________________

Hailey Morton Levinson, Mayor

Attest:

By: ____________________________________

Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS

OF TETON COUNTY, WYOMING

By: ____________________________________

Luther Propst, Chair

Attest:

By: ____________________________________

Maureen E. Murphy, County Clerk

STATE OF WYOMING

OFFICE OF ATTORNEY GENERAL

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.

ATTORNEY GENERAL

Bridget Hill

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 6th day of November 2024, 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 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 expired in 2014 and was renewed for a one-year term; and

WHEREAS, the Town and County desire to amend the Jackson Hole Fire/EMS Joint Power Agreement to update the funding split between the parties and the term.

NOW THEREFORE, it is hereby resolved by the Town and County in 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:

Paragraph 2. Duration, shall be amended and shall now read as follows:

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 on June 30, 2035, unless sooner terminated or extended as hereinafter provided.

Paragraph 6. Financing and Budget, shall be amended and shall now read as follows:

6. 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"). For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, 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. Beginning on July 1, 2025 and concluding on June 30, 2026, the Town shall contribute 43% to the Fund and the County shall contribute 57% to the Fund, so long as all expenditures are in compliance with previously approved appropriations. Beginning on July 1, 2026 and continuing for the remainder of the duration of this Agreement, the Town shall contribute 40% to the Fund and the County shall contribute 60% 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) <u>Budgeting Procedures.</u> 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) <u>Fund Balance (Reserves).</u> 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 equivalent to the respective percentages each party contributed to the Fund in the preceding fiscal year. Investment of idle funds must be done in compliance with the Teton County investment policy and Wyoming Statutes.

Paragraph 9 Methods of Operation, shall be amended and shall now read as follows:

9. 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, subject to the respective contribution percentages set forth in Paragraph 6. 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.

Paragraph 11 Prior Agreements, shall be amended and shall now read as follows:

11. 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 July 2024 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.

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: ____________________________________

Hailey Morton Levinson, Mayor

Attest:

By: ____________________________________

Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS

OF TETON COUNTY, WYOMING

By: ____________________________________

Luther Propst, Chair

Attest:

By: ____________________________________

Maureen E. Murphy, County Clerk

STATE OF WYOMING

OFFICE OF ATTORNEY GENERAL

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.

ATTORNEY GENERAL

Bridget Hill

FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT ESTABLISHING
JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 6th day of November, 2024, by and between Teton County, Wyoming, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the ''Parties").

WHEREAS, the Town and County cooperatively operated the Southern Teton Area Rapid Transit (START) system pursuant to a Joint Powers Agreement, entered into on September 4, 2001, which Agreement was amended three times; and

WHEREAS, on ____________, the Town and County amended and restated the 2001 agreement and now desire to amend the provisions of the Amended and Restated Agreement Establishing Jackson-Teton County Joint Powers Transit System with respect to the funding split and the duration.

NOW, THEREFORE, both Parties having resolved to do so in a meeting 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, the Parties hereto agree to replace paragraphs 2, 8, and 11 as follows as follows:

2. Duration/Amendments. This Agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by the Parties, and shall continue until June 30, 2035. Any amendments to this Agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.

7. Financing and Budget. For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, the Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Beginning on July 1, 2025 and continuing for remainder of the duration of this Agreement, the Town shall contribute 35% to the Fund and the County shall contribute 65% to the Fund. Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies. In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming

By: ____________________________
Luther Propst, Chair
Chair Board of County Commissioners

Attest:____________________________
Maureen E. Murphy, Clerk

Town of Jackson, Wyoming

By: ____________________________
Hailey Morton Levinson
Mayor

Attest:______________________________
Riley Taylor, Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

In accordance with Wyo. Stat.§ 16-1-105(a)(ii), this Agreement Establishing Jackson-Teton County Joint Powers Transit System was reviewed and the Attorney General determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this ____ day of ___________, 2024.

____
Bridget Hill, Attorney General
State of Wyoming

FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT ESTABLISHING
JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 6th day of November, 2024, by and between Teton County, Wyoming, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the ''Parties").

WHEREAS, the Town and County cooperatively operated the Southern Teton Area Rapid Transit (START) system pursuant to a Joint Powers Agreement, entered into on September 4, 2001, which Agreement was amended three times; and

WHEREAS, on ____________, the Town and County amended and restated the 2001 agreement and now desire to amend the provisions of the Amended and Restated Agreement Establishing Jackson-Teton County Joint Powers Transit System with respect to the funding split and the duration.

NOW, THEREFORE, both Parties having resolved to do so in a meeting 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, the Parties hereto agree to replace paragraphs 2, 8, and 11 as follows as follows:

2. Duration/Amendments. This Agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by the Parties, and shall continue until June 30, 2035. Any amendments to this Agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.

7. Financing and Budget. For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, ~~T~~the Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Beginning on July 1, 2025 and concluding on June 30, 2026, the Town shall contribute 43% to the Fund and the County shall contribute 57% to the Fund. Beginning on July 1, 2026 and continuing for the remainder of the duration of this Agreement, the Town shall contribute 40% to the Fund and the County shall contribute 60% to the Fund. Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies. In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming

By: ___________________________
Luther Propst, Chair
Chair Board of County Commissioners

Attest:___________________________
Maureen E. Murphy, Clerk

Town of Jackson, Wyoming

By: __________________________
Hailey Morton Levinson
Mayor

Attest:_____________________________
Riley Taylor, Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

In accordance with Wyo. Stat.§ 16-1-105(a)(ii), this Agreement Establishing Jackson-Teton County Joint Powers Transit System was reviewed and the Attorney General determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this ____ day of ___________, 2024.

____
Bridget Hill, Attorney General
State of Wyoming

FIRST AMENDMENT TO THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER AGREEMENT FOR PARKS AND RECREATION AND AGREEMENT ESTABLISHING THE TETON COUNTY/JACKSON PARKS AND RECREATION DEPARTMENT AND TETON COUNTY/JACKSON PARKS AND RECREATION ADVISORY BOARD

This First Amendment to the Town Of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board ("Agreement") is made and entered into to be effective as of the 6th day of November, 2024, 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 and County entered into to the Town Of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board on March 14, 2016; and

WHEREAS, the Town and County desire to amend the Town Of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board to amend the funding split between the two parties and the duration.

NOW THEREFORE, it is hereby resolved by the Town and County in 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 to replace paragraphs 2, 8, and 11 as follows as follows:

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 on June 30, 2035, unless sooner terminated or extended as hereinafter provided.

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 County of Teton reporting entity. This special fund shall be called the Parks and Recreation Fund (hereinafter referred to as "Fund"). For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, the Town of Jackson and Teton County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Beginning on July 1, 2025 and continuing for remainder of the duration of this Agreement, the Town shall contribute 35% to the Fund and the County shall contribute 65% to the Fund.

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
Minus(-): All Estimated Program Uses
Equals (=): **Estimated Fund Ending Balance**

Subject to Teton County invoicing, the Town of Jackson 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 of Jackson 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." 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 Teton County to the Town of Jackson 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 the Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be equivalent to the respective percentages each party contributed to the Fund in the applicable fiscal year. Investment of idle funds must be done in compliance with Teton County investment policy and Wyoming Statutes.

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 Parks and Recreation 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, subject to the respective contribution percentages set forth in Paragraph 8. 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 solely by the Board of County Commissioners of the County of Teton.

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: ______________________________

Hailey Morton Levinson, Mayor

Attest:

By: ______________________________

Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: __________________________________
Luther Propst, Chair

Attest:
By: __________________________________
Maureen E. Murphy, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

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.

ATTORNEY GENERAL

____
Bridget Hill

FIRST AMENDMENT TO THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER AGREEMENT FOR PARKS AND RECREATION AND AGREEMENT ESTABLISHING THE TETON COUNTY/JACKSON PARKS AND RECREATION DEPARTMENT AND TETON COUNTY/JACKSON PARKS AND RECREATION ADVISORY BOARD

This First Amendment to the Town Of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board ("Agreement") is made and entered into to be effective as of the 6th day of November, 2024, 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 and County entered into to the Town of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board on March 14, 2016; and

WHEREAS, the Town and County desire to amend the Town of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board to amend the funding split between the two parties and the duration.

NOW THEREFORE, it is hereby resolved by the Town and County in 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 to replace paragraphs 2, 8, and 11 as follows as follows:

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 on June 30, 2035, unless sooner terminated or extended as hereinafter provided.

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 County of

Teton reporting entity. This special fund shall be called the Parks and Recreation Fund (hereinafter referred to as "Fund"). For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, the Town of Jackson and Teton County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Beginning on July 1, 2025 and concluding on June 30, 2026, the Town shall contribute 43% to the Fund and the County shall contribute 57% to the Fund. Beginning on July 1, 2026 and continuing for the remainder of the duration of this Agreement, the Town shall contribute 40% to the Fund and the County shall contribute 60% to the Fund.

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
Minus(-): All Estimated Program Uses
Equals (=): **Estimated Fund Ending Balance**

Subject to Teton County invoicing, the Town of Jackson 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 of Jackson 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." 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 Teton County to the Town of Jackson 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 the Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be equivalent to the respective percentages each party contributed to the Fund in the applicable fiscal year. Investment of idle funds must be done in compliance with Teton County investment policy and Wyoming Statutes.

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 Parks and Recreation 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, subject to the respective contribution percentages set forth in Paragraph 8. 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 solely by the Board of County Commissioners of the County of Teton.

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: ______________________________

Hailey Morton Levinson, Mayor

Attest:
By: ______________________________

Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: __________________________________
Luther Propst, Chair

Attest:
By: __________________________________
Maureen E. Murphy, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

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.

ATTORNEY GENERAL

____
Bridget Hill

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN TETON COUNTY AND THE TOWN OF JACKSON

Effective November 6, 2024

This Amended and Restated Memorandum of Understanding identifies the parties' current understanding of their working relationships and responsibilities relative to non-motorized transportation, to be incorporated in a future cooperative agreement executed pursuant to applicable law.

The Teton County Engineer will supervise the Pathways/Trails Coordinator ("Coordinator"), whose responsibility is to coordinate pedestrian, bicycle, equestrian, and Nordic trail projects and programs serving non-motorized transportation and recreation users in Teton County (•County") and the Town to Jackson ("Town").

Financial agreement:
All of the operational expenditure and revenue transactions pertaining to Pathways will be recorded in a separate department of the General Fund of the County and will be part of the County reporting entity. For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, the Town and County shall each finance a share of the net operational costs of the Pathways Department based upon the percentage of the most current census data utilized by the state of Wyoming in making sales lax distributions to the Town and County. Beginning on July 1, 2025 and continuing for remainder of the duration of this Agreement, the Town shall contribute 35% of the net operational costs of the Pathways Department and the County shall contribute 65% of the net operational costs of the Pathways Department. Net operational costs are defined as all operational expenditures, including any indirect cost allocations less any operational revenue. All capital expenditures, and any associated revenue, will be recorded within the jurisdiction where the project is located. There will be no net cost sharing for capital outlay.

Effective July 1, 2011, all expenditures pertaining to the administration and operation of the Pathways Program will be paid by the County and then invoiced to the Town. The Town will not accept Pathways-related operational revenue or incur Pathways-related operational expenditures other than through the County. An exception to this provision is for grant proceeds and grant-related expenditures where the Town is the grantee. Maintenance expenditures for pathways maintenance will continue to be budgeted within the Parks and Recreation Department.

On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the respective percentage of the actual monthly operational costs incurred by Teton County in accordance with the first paragraph of the section titled "Financial agreement" for the Pathways Program.

The Pathways Program is required to comply with both the Town of Jackson's and Teton County's budgetary procedures, which includes format and timing requirements for appropriation requests. All appropriations and budgeted revenue need approval from both the Jackson Town Council and Teton County Commissioners before the budget is considered "approved." Adjustments to appropriations and budgeted revenue throughout the fiscal year require the approval of both the Town of Jackson Town Council and Teton County Commissioners. The Pathways Department will comply with both the Town of Jackson's and Teton County's supplemental appropriation process.

The Pathways Program is also required to comply with both the Town of Jackson's and Teton County's Capital Improvement Plan (CIP) procedures, which includes format and liming requirements for project submittal. All capital projects require approval from either the Town of Jackson Town Council or the Teton County Commissioners before the project is considered "approved" and before ii is included in the published Capital Improvements Plan.

Management/Maintenance of Infrastructure:
Management of the Pathways Program Infrastructure will be the responsibility of the Teton County Engineer. The Pathways Program includes pedestrian, bicycle, equestrian, and Nordic trails throughout the Town and County, and pedestrian/bicycle infrastructure components of the Town and County's transportation system.

Routine maintenance, including: mowing, weed control, sweeping, trash removal, staining of benches, signs and fences, Nordic grooming/snow removal, and recreational programming will be the responsibility of the Parks & Recreation Department. Maintenance priorities, and levels of service, will be established with input from and in consultation with the Pathways Coordinator. Friends of Pathways and the Pathways Coordinator will manage the Adopt-A-Trail volunteer maintenance program in coordination with the Parks & Recreation Department. All costs for routine maintenance will be budgeted and accounted for within the Parks and Recreation Department Budget.

Major maintenance, repair, and replacement needs, including: sealing, striping, signage, fencing, shoulder and bridge repairs (and other repairs as needed) will be the responsibility of the Pathways Department, through the Pathways Coordinator. The Coordinator will prepare, and submit for approval, the annual Pathways Capital Improvements Program, which will include an Annual Pathways Maintenance Program and Capital Improvement Program (for new projects). The Pathways Capital Improvement Program will be developed in coordination with the Parks & Recreation. County Engineering and Town Public Works Departments. All costs for major maintenance, repair, and replacement projects. as well as new construction, will be budgeted and accounted for within the respective Pathways Capital Budgets of the Town and County (depending on the location of the pathway, trail or pedestrian/bicycle facility).

Planning:
The Coordinator will work with the Pathways Task Force advisory group lo develop both long- and short-range plans for non-motorized pedestrian and bicycle systems.

Both long- and short-range plans shall be reviewed and must be approved by:

- Jackson Town Manager
- Parks & Recreation Director or designee;
- County Engineer and Planning Director or their designees for projects within the unincorporated County;
- Town Engineer and Planning Director or their designees for projects within the Town:
- Wyoming Department of Transportation, when applicable; and
- County or Town departments, such as public works, fire protection, law enforcement, or others as applicable.

Based on final approval from the Town Council and Teton County Commissioners, funding for planned projects shall be incorporated into respective Town and County Capital Improvement Programs, and coordinated with the County's Grant Writer and other resources upon approval of long-range plans and Capital Improvement Programs.

Project/Program Design:

For each project, on a project by project basis, prior to consideration and approval by the respective government entity, the Coordinator will meet with the Teton County Engineer, Parks & Recreation Director, or their designee, and others as appropriate to establish milestones and determine the department responsible for each.

Milestones include, but are not limited to:

Identification of stakeholders Project
design
Acquire permits
Approval and appropriation by County or Town Preparation
of construction or procurement documents Bidding
Contracting
Construction or program management
Maintenance cost estimates (including repair/replacement) Maintenance

Staff from each department shall have periodic meetings to provide updates on proposed and projects-in-progress. Staff includes, but is not limited to the Jackson Town Administrator, Parks Superintendent, Coordinator, Park Planner, and Engineering Technical staff.

Planning Department Reviews:

The Pathways Coordinator is to participate in the development review process for private and public developments. County and Town Planning Offices will provide the opportunity for the Pathways Coordinator to review all development plans.

Term:

This Agreement shall commence on the day and the year first above written and shall continue until June 30, 2035.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming	**Town of Jackson, Wyoming**
By: ______________________	By: ______________________
Luther Propst, Chair Chair Board of County Commissioners	Hailey Morton Levinson Mayor

Attest:____________________________ Attest:______________________________

Maureen E. Murphy, Clerk Riley Taylor, Town Clerk

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN TETON COUNTY AND THE TOWN OF JACKSON

Effective November 6, 2024

This Amended and Restated Memorandum of Understanding identifies the parties' current understanding of their working relationships and responsibilities relative to non-motorized transportation, to be incorporated in a future cooperative agreement executed pursuant to applicable law.

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Financial agreement:

All of the operational expenditure and revenue transactions pertaining to Pathways will be recorded in a separate department of the General Fund of the County and will be part of the County reporting entity. For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, the Town and County shall each finance a share of the net operational costs of the Pathways Department based upon the percentage of the most current census data utilized by the state of Wyoming in making sales lax distributions to the Town and County. Beginning on July 1, 2025 and concluding on June 30, 2026, the Town shall contribute 43% to the Fund and the County shall contribute 57% to the Fund. Beginning on July 1, 2026 and continuing for the remainder of the duration of this Agreement, the Town shall contribute 40% to the Fund and the County shall contribute 60% to the Fund. Net operational costs are defined as all operational expenditures, including any indirect cost allocations less any operational revenue. All capital expenditures, and any associated revenue, will be recorded within the jurisdiction where the project is located. There will be no net cost sharing for capital outlay.

Effective July 1, 2011, all expenditures pertaining to the administration and operation of the Pathways Program will be paid by the County and then invoiced to the Town. The Town will not accept Pathways-related operational revenue or incur Pathways-related operational expenditures other than through the County. An exception to this provision is for grant proceeds and grant-related expenditures where the Town is the grantee. Maintenance expenditures for pathways maintenance will continue to be budgeted within the Parks and Recreation Department.

On a monthly basis and subject to Teton County invoicing, the Town of Jackson will remit the respective percentage of the actual monthly operational costs incurred by Teton County in accordance with the first paragraph of the section titled “Financial agreement” for the Pathways Program.

The Pathways Program is required to comply with both the Town of Jackson's and Teton County's budgetary procedures, which includes format and timing requirements for appropriation requests. All appropriations and budgeted revenue need approval from both the Jackson Town Council and Teton County Commissioners before the budget is considered "approved." Adjustments to appropriations and budgeted revenue throughout the fiscal year require the approval of both the Town of Jackson Town Council and Teton County Commissioners. The Pathways Department will comply with both the Town of Jackson's and Teton County's supplemental appropriation process.

The Pathways Program is also required to comply with both the Town of Jackson's and Teton County's Capital Improvement Plan (CIP) procedures, which includes format and liming requirements for project submittal. All capital projects require approval from either the Town of Jackson Town Council or the Teton County Commissioners before the project is considered "approved" and before ii is included in the published Capital Improvements Plan.

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Management of the Pathways Program Infrastructure will be the responsibility of the Teton County Engineer. The Pathways Program includes pedestrian, bicycle, equestrian, and Nordic trails throughout the Town and County, and pedestrian/bicycle infrastructure components of the Town and County's transportation system.

Routine maintenance, including: mowing, weed control, sweeping, trash removal, staining of benches, signs and fences, Nordic grooming/snow removal, and recreational programming will be the responsibility of the Parks & Recreation Department. Maintenance priorities, and levels of service, will be established with input from and in consultation with the Pathways Coordinator. Friends of Pathways and the Pathways Coordinator will manage the Adopt-A-Trail volunteer maintenance program in coordination with the Parks & Recreation Department. All costs for routine maintenance will be budgeted and accounted for within the Parks and Recreation Department Budget.

Major maintenance, repair, and replacement needs, including: sealing, striping, signage, fencing, shoulder and bridge repairs (and other repairs as needed) will be the responsibility of the Pathways Department, through the Pathways Coordinator. The Coordinator will prepare, and submit for approval, the annual Pathways Capital Improvements Program, which will include an Annual Pathways Maintenance Program and Capital Improvement Program (for new projects). The Pathways Capital Improvement Program will be developed in coordination with the Parks & Recreation. County Engineering and Town Public Works Departments. All costs for major maintenance, repair, and replacement projects. as well as new construction, will be budgeted and accounted for within the respective Pathways Capital Budgets of the Town and County (depending on the location of the pathway, trail or pedestrian/bicycle facility).

Planning:
The Coordinator will work with the Pathways Task Force advisory group lo develop both long- and short-range plans for non-motorized pedestrian and bicycle systems.

Both long- and short-range plans shall be reviewed and must be approved by:

- Jackson Town Manager
- Parks & Recreation Director or designee;
- County Engineer and Planning Director or their designees for projects within the unincorporated County;
- Town Engineer and Planning Director or their designees for projects within the Town:
- Wyoming Department of Transportation, when applicable; and
- County or Town departments, such as public works, fire protection, law enforcement, or others as applicable.

Based on final approval from the Town Council and Teton County Commissioners, funding for planned projects shall be incorporated into respective Town and County Capital Improvement Programs, and coordinated with the County's Grant Writer and other resources upon approval of long-range plans and Capital Improvement Programs.

Project/Program Design:
For each project, on a project by project basis, prior to consideration and approval by the respective government entity, the Coordinator will meet with the Teton County Engineer, Parks & Recreation Director, or their designee, and others as appropriate to establish milestones and determine the department responsible for each.

Milestones include, but are not limited to:
- Identification of stakeholders Project design
- Acquire permits
- Approval and appropriation by County or Town Preparation of construction or procurement documents Bidding
- Contracting
- Construction or program management
- Maintenance cost estimates (including repair/replacement) Maintenance

Staff from each department shall have periodic meetings to provide updates on proposed and projects-in-progress. Staff includes, but is not limited to the Jackson Town Administrator, Parks Superintendent, Coordinator, Park Planner, and Engineering Technical staff.

Planning Department Reviews:
The Pathways Coordinator is to participate in the development review process for private and public developments. County and Town Planning Offices will provide the opportunity for the Pathways Coordinator to review all development plans.

Term:
This Agreement shall commence on the day and the year first above written and shall continue until June 30, 2035.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming	**Town of Jackson, Wyoming**
By: ______________________	By: ______________________
Luther Propst, Chair Chair Board of County Commissioners	Hailey Morton Levinson Mayor

Attest:____________________________ Attest:______________________________

Maureen E. Murphy, Clerk Riley Taylor, Town Clerk

AMENDMENT NO. 4

TO THE 1990 RESOLUTION CREATING THE TETON COUNTY HOUSING AUTHORITY

WHEREAS, the Teton County Board of County Commissioners passed a resolution on June 5, 1990 Declaring the Need for a Housing Authority to Function in Teton County, Wyoming; and

WHEREAS, on November 2, 1999 a Resolution was passed by the Teton County Board of County Commissioners that modified and amended the 1990 Resolution; and

WHEREAS, on March 14, 2016, the 1990 Resolution was amended by the Teton County Board of County Commissioners and approved by the Jackson Town Council of having the Town of Jackson join the Housing Authority and to form a Regional Housing Authority; and

WHEREAS, on January 18, 2018, the 1990 Resolution was amended by the Teton County Board of County Commissioners and approved by the Jackson Town Council to distribute all housing mitigation funds collected by the Town of Jackson to the Jackson/Teton County Housing Authority; and

WHEREAS, the Jackson Town Council and the Teton County Board of County Commissioners desire to approve a fourth amendment to the original 1990 Resolution amending the ninth resolution clause to, specifically changing the funding split between the Town and County.

NOW THEREFORE, having duly met at a special meeting and considered the matter, it is

RESOLVED, that the 1990 Resolution is hereby amended by amending the ninth resolution clause as delineated below, effective November 6, 2024;

"IT IS FURTHER RESOLVED, All expenditure and revenue transactions pertaining to the Department shall be recorded in a separate Special Revenue Fund that will be part of the County of Teton reporting entity. This special fund shall be called the "Jackson/Teton County Affordable Housing Department Fund" (hereinafter referred to as "Fund"). The Town of Jackson and Teton County shall each finance joint and cooperative undertaking by appropriation as follows:
For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, 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.
For the fiscal year beginning on July 1, 2025 and continuing until June 30, 2035, the Town shall contribute 35% to the Fund and the County shall contribute 65% to the Fund.

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
Minus(-): All Estimated Program Uses
Equals(=): Estimated Fund Ending Balance

Subject to Teton County invoicing, the Town of Jackson 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 of Jackson 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. 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." The Department will comply with both Parties' supplemental appropriation process. The fiscal year ending fund balance, calculated on the modified accrual basis of

accounting, of the Fund will be reported by Teton County to the Town of Jackson 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 the Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be equivalent to the respective percentages each party contributed to the Fund in the applicable fiscal year. Investment of idle funds must be done in compliance with Teton County investment policy and Wyoming Statutes. 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. 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.

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: ___________________________________
Hailey Morton Levinson, Mayor

Attest:
By: ___________________________________
Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: ___________________________________
Luther Propst, Chair

Attest:
By: ___________________________________
Maureen E. Murphy, County Clerk

AMENDMENT NO. 4

TO THE 1990 RESOLUTION CREATING THE TETON COUNTY

HOUSING AUTHORITY

WHEREAS, the Teton County Board of County Commissioners passed a resolution on June 5, 1990 Declaring the Need for a Housing Authority to Function in Teton County, Wyoming; and

WHEREAS, on November 2, 1999 a Resolution was passed by the Teton County Board of County Commissioners that modified and amended the 1990 Resolution; and

WHEREAS, on March 14, 2016, the 1990 Resolution was amended by the Teton County Board of County Commissioners and approved by the Jackson Town Council of having the Town of Jackson join the Housing Authority and to form a Regional Housing Authority; and

WHEREAS, on January 18, 2018, the 1990 Resolution was amended by the Teton County Board of County Commissioners and approved by the Jackson Town Council to distribute all housing mitigation funds collected by the Town of Jackson to the Jackson/Teton County Housing Authority; and

WHEREAS, the Jackson Town Council and the Teton County Board of County Commissioners desire to approve a fourth amendment to the original 1990 Resolution amending the ninth resolution clause to, specifically changing the funding split between the Town and County.

NOW THEREFORE, having duly met at a special meeting and considered the matter, it is

RESOLVED, that the 1990 Resolution is hereby amended by amending the ninth resolution clause as delineated below, effective November 6, 2024;

"IT IS FURTHER RESOLVED, All expenditure and revenue transactions pertaining to the Department shall be recorded in a separate Special Revenue Fund that will be part of the County of Teton reporting entity. This special fund shall be called the "Jackson/Teton County Affordable Housing Department Fund" (hereinafter referred to as "Fund"). The Town of Jackson and Teton County shall each finance joint and cooperative undertaking by appropriation as follows:

For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, 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.

For the fiscal year beginning July 1, 2025 and concluding on June 30, 2026, the Town shall contribute 43% to the Fund and the County shall contribute 57% to the Fund.

For the fiscal year beginning on July 1, 2026 and continuing until June 30, 2035, the Town shall contribute 40% to the Fund and the County shall contribute 60% to the Fund.

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
Minus(-): All Estimated Program Uses
Equals(=): Estimated Fund Ending Balance

Subject to Teton County invoicing, the Town of Jackson 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 of Jackson 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. 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." The Department will comply with both Parties' supplemental appropriation process. The fiscal year ending fund balance, calculated on the modified accrual basis of accounting, of the Fund will be reported by Teton County to the Town of Jackson 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 the Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund shall be equivalent to the respective percentages each party contributed to the Fund in the applicable fiscal year. Investment of idle funds must be done in compliance with Teton County investment policy and Wyoming Statutes. 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. 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.

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: __________________________________
Hailey Morton Levinson, Mayor

Attest:
By: __________________________________
Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: __________________________________
Luther Propst, Chair

Attest:
By: __________________________________
Maureen E. Murphy, County Clerk

SECOND AMENDMENT TO THE AGREEMENT ESTABLISHING JACKSON-TETON COUNTY ANIMAL SHELTER

This Second Amendment to the Agreement Establishing Jackson-Teton County Animal Shelter is made and entered into to be effective as of the 6th day of November, 2024 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 an Agreement establishing the Jackson-Teton County Animal Shelter ("Joint Agreement") on February 4, 1980; and

WHEREAS, the parties executed a First Amendment to the Agreement Establishing Jackson-Teton County Animal Shelter on June 6, 2011 to change the funding split between the Town and County; and

WHEREAS, the parties now wish to amend the Joint Agreement to change the funding split between the Town and County again and to amend the duration of the Agreement.

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 as follows:

Paragraph 2. Duration, shall be amended and shall now read as follows:

This Agreement shall commence on the date written above and shall terminate on June 30, 2035; provided, however, that the same will be renewed, automatically, for an unlimited number of periods of one year each unless either party hereto gives written notice to the other of its election to terminate the same at least sixty (60) days prior to the anniversary date of the execution of this Agreement.

Paragraph 3. Financing - Budget, shall be amended and shall now read as follows:

For the fiscal year beginning July 1, 2024 and concluding June 30, 2025, the Town and County shall finance this undertaking by the appropriation, by each Party, based upon the percentage of the most current census data utilized by the State of Wyoming in making sales tax distributions to the

Town of Jackson and Teton County. Beginning on July 1, 2025 and continuing for the duration of the Agreement, the Town shall contribute 35% to finance the undertaking and the County shall contribute 65% to finance the undertaking. Each party's financial obligation herein may be financed from any legal fund or source whatsoever. Each party shall budget for the anticipated expenses in accordance with the laws of the state of Wyoming.

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: __________________________________
Hailey Morton Levinson, Mayor

Attest:
By: __________________________________
Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: __________________________________
Luther Propst, Chair

Attest:
By: __________________________________
Maureen E. Murphy, County Clerk

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Town of Jackson and Teton County. Beginning on July 1, 2025 and concluding on June 30, 2026, the Town shall contribute 43% to finance the undertaking and the County shall contribute 57% to finance the undertaking. Beginning on July 1, 2026 and continuing for the remainder of the duration of this Agreement, the Town shall contribute 40% to finance the undertaking and the County shall contribute 60% to finance the undertaking. Each party's financial obligation herein may be financed from any legal fund or source whatsoever. Each party shall budget for the anticipated expenses in accordance with the laws of the state of Wyoming.

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: ______________________________
Hailey Morton Levinson, Mayor

Attest:
By: ______________________________
Riley Taylor , Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

By: ______________________________
Luther Propst, Chair

Attest:
By: ______________________________
Maureen E. Murphy, County Clerk