Regular Joint Meeting

June 1, 2026
1:30 P.M. - 5:00 P.M.
Town Council Chambers
Chair: Arne Jorgensen

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/88201732403?pwd=51cqXiE0Uvm5YZa2IjiidgU3YFIa6E.1

Or join at zoom.com with Webinar ID: **882 0173 2403** and Password: **83001** or by phone: **+1 253 215 8782**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

A. Meeting Minutes
   1. April 6, 2026 Regular Joint Meeting
   2. April 27, 2026 Special Joint Meeting
   3. April 28, 2026 Special Joint Meeting
   4. May 11, 2026 Special Joint Meeting
   5. May 12, 2026 Special Joint Meeting

B. START Van Pool Contract (Mike Toronto)

V. DISCUSSION/ACTION ITEMS

A. Joint Budgets Finalization (Tyler Sinclair & Jodie Pond, 60 mins)

VI. MATTERS FROM COUNCIL, COMMISSIONERS AND STAFF

VII. ADJOURN - COUNTY ONLY

VIII. ADJOURN - TOWN ONLY

Adjourn to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price pursuant to Wyoming Statute 16-4-405(a)(vii) and to consider, discuss, and conduct safety and security planning pursuant to Wyoming Statute 16-4-405(a)(vii).

Please note that at any point during the meeting, the Chair or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

JOINT PROCEEDINGS – UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

APRIL 6, 2026 **JACKSON, WYOMING**

The Jackson Town Council and the Teton County Board of County Commissioners met in a regular joint meeting (JM) at 1:32 p.m. in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery.

COUNTY COMMISSIONERS: Vice Chair Wes Gardner, Luther Propst, Natalia Macker, and Len Carlman. Chair Mark Newcomb was absent.

STAFF: Tyler Sinclair, Lea Colasuonno, Jodie Pond, Keith Gingery, Paul Anthony, Susan Scarlata, and Riley Hovorka. *Via Zoom*: David Garcia and Roxanne Robinson.

Public Comment. There was no public comment.

Consent Calendar. There was no public comment on the consent calendar. Mayor Jorgensen removed the March 9, 2026 Special Joint Meeting minutes from the consent calendar for discussion later in the day during Council's regularly scheduled April 6 evening meeting. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the consent calendar including item A as presented with the following motion. On behalf of the County, a motion was made by Natalia Macker and seconded by Len Carlman to approve the consent calendar including item A as presented with the following motion.

A. **Meeting Minutes.** To approve meeting minutes from the January 26, 2026 Special Joint Meeting, February 2, 2026 Regular Joint Meeting, and March 17, 2026 Special Joint Meeting.

On behalf of the Town, Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town.

On behalf of the County, Vice Chair Gardner called for the vote. The vote showed all in favor. The motion carried for the County.

Natalia Macker announced that the Commission will be discussing housing mitigation LDRs at a workshop next week.

90 Virginian Lane Affordable Workforce Housing Development. April Norton, Jodie Pond, and Keith Gingery made staff comment. Shannon Baker commented on behalf of Pennrose, the developer. Tim Nash, the Town and County's bond and affordable-housing consultant, provided comments. Council and Commission held discussion with staff. Laura Bonich made public comment.

Council recessed at 2:33pm and reconvened at 2:40pm.

Discussion continued. On behalf of the County, a motion was made by Len Carlman and seconded by Luther Propst to adjourn the meeting. The Commission held discussion. Vice Chair Gardner called for the vote. The vote showed 1-3 Luther Propst in favor and Len Carlman, Natalia Macker, and Vice Chair Gardner opposed. The motion failed.

On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to adjourn the meeting. Council held discussion. Mayor Jorgensen called for the vote. The vote showed 2-3 with Jonathan Schechter and Kevin Regan in favor and Devon Viehman, Mayor Jorgensen, and Alyson Spery opposed. The motion failed.

Discussion continued. On behalf of the County, a motion was made by Len Carlman for the County to contribute $4.25 million and the Town to contribute $5.75 million. The motion died for lack of a second.

Discussion continued. A motion was made by Luther Propst and seconded by Len Carlman for the County to contribute $4.25 million and the Town to contribute $5.75 million. Luther Propst made a friendly amendment for the County to contribute $4.25 million contingent upon the Town's decision to contribute $5.75 million. Len Carlman consented to the friendly amendment. Vice Chair Gardner called for the vote. The vote showed 3-1 with Natalia Macker, Len Carlman, and Luther Propst in favor and Vice Chair Gardner opposed. The motion carried.

Council held discussion. A motion was made by Devon Viehman and seconded by Jonathan Schechter for the Town to contribute $5 million toward the first $10 million commitment. Mayor Jorgensen called for the vote. The vote showed 4-1 with Mayor Jorgensen, Devon Viehman, Jonathan Schechter, and Kevin Regan in favor and Alyson Spery opposed.

Discussion continued. On behalf of the County, a motion was made by Len Carlman and seconded by Luther Propst to continue Key Question #2 to another day. Vice Chair Gardner called for the vote. The vote showed 3-1 with Natalia Macker, Luther Propst, and Len Carlman in favor and Wes Gardner opposed. The motion carried.

On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to continue Key Question #2 to another day. Mayor Jorgensen called for the vote. The vote showed 4-1 with Jonathan Schechter, Kevin Regan, Alyson Spery, and Devon Viehman in favor and Mayor Jorgensen opposed. The motion carried.

On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to table Key Question #3. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

On behalf of the County, a motion was made by Len Carlman and seconded by Luther Propst to table to an uncertain future date Key Question #4. Vice Chair Gardner called for the vote. The vote showed all in favor. The motion carried.

On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to table Key Question #4. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Council, Commissioners and Staff. No discussion.

Adjourn. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town.

On behalf of the County, a motion was made by Natalia Macker and seconded by Len Carlman to adjourn. Chair Newcomb called for the vote. The vote showed all in favor. The motion carried for the County. The meeting adjourned at 4:04 p.m.

TOWN OF JACKSON

____

ATTEST: Arne O. Jorgensen, Mayor

____

Riley Hovorka, Town Clerk

TETON COUNTY

____

ATTEST: Mark Newcomb, Chair

____
Maureen Murphy, County Clerk

Minutes: rh. Publish JH News & Guide: April 15, 2026

JOINT PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS AND TOWN COUNCIL MEETING

APRIL 27, 2026 **JACKSON, WYOMING**

The Teton County Board of County Commissioners met in conjunction with the Jackson Town Council in a special joint meeting (JM) at 9:02 a.m. in the County Commissioner's Chambers located at 200 S. Willow St. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

COUNTY COMMISSIONERS: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Natalia Macker, and Len Carlman, and Luther Probst.

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Kevin Regan, Alyson Spery, and Devon Viehman.

STAFF: Maureen Murphy, Jodie Pond, Tyler Sinclair, Dr. Travis Riddell, Rachel Wheeler, Lea Colasuonno**,** Chris Neubecker, Kristen Waters, Cal Brackin, Kat Daigle, and Devon Topp.

FISCAL YEAR 2027 BUDGET WORKSHOP

Representatives of Health and Human Service agencies (Dr. Travis Riddell and Rachel Wheeler) presented budget requests for Fiscal Year 2027:

a. Gave a report on what each organization requested, and their recommendation on how to fulfill each request.
b. The Board and Council held discussion, and Dr. Travis Riddell and Rachel Wheeler answered questions.

The meeting recessed at 10:44 a.m. and reconvened at 10:54 a.m.

Representatives of Community Development/Initiative agencies (Cal Brackin and Kat Daigle) presented budget requests for Fiscal Year 2027:

a. Explained the requests, and the year-to-year increase or decrease in funding vs. requests.
b. The Board and Council held discussion, and Cal Brackin and Kat Daigle answered questions.

The Board and Council held discussion about future meetings to discuss budgets.

ADJOURN

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Gardner to adjourn. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Viehman and seconded by Councilmember Regan to adjourn. Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting adjourned at 11:40 a.m. for the Town and County.

BOARD OF COUNTY COMMISSIONERS

____
Mark Newcomb, Chair

ATTEST:

____
Maureen E. Murphy, County Clerk

TOWN OF JACKSON

____
Arne Jorgensen, Mayor

ATTEST:

____
Riley Hovorka, Town Clerk

JOINT PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS AND TOWN COUNCIL MEETING

APRIL 28, 2026 **JACKSON, WYOMING**

The Teton County Board of County Commissioners met in conjunction with the Jackson Town Council in a special joint meeting (JM) at 9:01 a.m. in the County Commissioner's Chambers located at 200 S. Willow St. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

COUNTY COMMISSIONERS: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Natalia Macker, Luther Propst, and Len Carlman.

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Alyson Spery, Kevin Regan, and Devon Viehman.

STAFF: Jodie Pond, Tyler Sinclair, Maureen Murphy, Katie Smits, Kelly Thompson, Mike Moyer, Bruce Abel, Charlotte Frei, Bryan Schilling, April Norton, Mike Toronto, Heather Overholser, Paul Anthony, Amy Ramage, Max Moran, Lea Colasuonno, Tyler Florence, Steve Foster, Andy Erskine, and Devon Topp.

The Board of County Commissioners discussed sending a proposed draft letter, solely from the Teton County Board of County Commissioners as a response to a petition delivered to the Teton County Board of County Commissioners regarding immigration enforcement. The Jackson Town Council did not participate in the discussion or subsequent vote.

A motion was made by Commissioner Carlman and seconded by Commissioner Gardner to approve the mailing of the proposed draft letter acknowledging receipt of a petition of regarding immigration enforcement. Chair Newcomb called for a vote. The vote passed unanimously.

FISCAL YEAR 2027 BUDGET WORKSHOP

The following topics were discussed concerning FY27 budget requests:

Introduction

Transportation/Pathways – Charlotte Frei, Bryan Schilling

START – Mike Toronto

The meeting recessed at 10:39 a.m. and reconvened at 10:49 a.m.

Fire/EMS & Emergency Management – Mike Moyer

Housing – April Norton

Planning – Paul Anthony, discussed comprehensive joint planning project

Joint Discussion

The meeting recessed at 11:54 a.m. and reconvened at 1:32 p.m.

Parks & Recreation – Tyler Florence

Jackson Hole Airport – Michelle Anderson, Jim Elwood

On behalf of the County, a motion was made by Commissioner Gardner and seconded by Commissioner Propst to approve the airport budget as presented for fiscal year 27. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schecter and seconded by Councilmember Viehman to approve the airport budget as presented for fiscal year 27.

Mayor Arne Jorgenson called for a vote. The vote showed all in favor and the motion carried for the Town.

Commissioner Macker left at 2:48 p.m.

Energy Conservation Works – Melissa Turley

The meeting recessed at 3:10 p.m. and reconvened at 3:17 p.m.

Travel & Tourism Board – Julie Calder and Krista Valentino

On behalf of the County, a motion was made by Commissioner Gardner and seconded by Commissioner Propst to approve the TTB fiscal year 2027 budget as presented today. The board held discussion. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried for the County, with Commissioner Macker being absent.

On behalf of the Town, a motion was made by Councilmember Viehman and seconded by Councilmember Schechter to approve the TTB fiscal year 2027 budget as presented today. Mayor Arne Jorgenson called for a vote. The vote showed all in favor and the motion carried for the Town.

Joint Discussion

Councilman Schechter left at 4:16 p.m.

ADJOURN

On behalf of the County, a motion was made by Commissioner Carlman and seconded by Commissioner Propst to adjourn. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried for the County, with Commissioner Macker being absent.

On behalf of the Town, a motion was made by Councilmember Viehman and seconded by Councilmember Regan to adjourn. Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried for the Town, with Councilmember Schechter being absent.

The meeting adjourned at 4:28 p.m.

BOARD OF COUNTY COMMISSIONERS

____
Mark Newcomb, Chair

ATTEST:

____
Maureen E. Murphy, County Clerk

TOWN OF JACKSON

____
Arne Jorgensen, Mayor

ATTEST:

____

Riley Hovorka, Town Clerk

JOINT PROCEEDINGS – UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

MAY 11, 2026 **JACKSON, WYOMING**

The Jackson Town Council and the Teton County Board of County Commissioners met in a special joint meeting (JM) at 1:30 p.m. in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Kevin Regan. Alyson Spery arrived at 1:31 p.m.

COUNTY COMMISSIONERS: Chair Mark Newcomb, Wes Gardner, Luther Propst, Natalia Macker, and Len Carlman.

STAFF: Tyler Sinclair, David Garcia, Lea Colasuonno, Keith Gingery, Jodie Pond, April Norton, Paul Anthony, Kelly Thompson, Susan Scarlata, Bailey Williams, Maureen Murphy, Tyler Valentine, and Lynsey Lenamond.

90 Virginian Lane Affordable Workforce Housing Development. April Norton and Keith Gingery made staff comment. Shannon Cox Baker and Tim Henkel made comment on behalf of Pennrose. Council and Commission held discussion with staff and applicant. Jim Hunt, Brett McDonough, Jean Day, Stephanie Williams, Mike Yin, Julien Haas, and Amira Burns made public comment.

Council and Commission recessed at 3:36 p.m. and reconvened at 3:50 p.m.

On behalf of the County, a motion was made by Luther Propst and seconded by Len Carlman to continue the item to a date uncertain. Chair Newcomb called for the vote. The vote showed 1-4 with Newcomb, Macker, Gardner and Carlman opposed. The motion failed.

On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to prepare the suite of documents for the 90 Virginian Lane development project based on the staff recommendations in the staff report dated May 11, 2026. Mayor Jorgensen called for the vote. The vote showed 1-4 with Viehman, Schechter, Regan and Spery opposed. The motion failed.

On behalf of the County, a motion was made by Len Carlman and seconded by Luther Propst to direct staff to prepare the suite of documents for the 90 Virginian Lane development project based on the staff recommendations in the staff report dated May 11, 2026 on the condition that the parties take all reasonable efforts to secure at least fifty percent (50%) of the debt and equity needed for the project, excluding funds from Teton County and the Town of Jackson, upon concessionary terms (more favorable than market rates), from socially motivated investment sources, non-profit charitable organizations, donor advised funds, socially motivated family offices, or similar entities with records of making impact or mission related investments in affordable housing or other charitable causes.

A friendly amendment was made by Wes Gardner that dedicates any savings incurred by such investing partners to go directly into the affordability of the project. The friendly amendment was accepted by Len Carlman and Luther Propst. Chair Newcomb called for the vote. The vote showed 4-1 with Gardner opposed. The motion carried for the County.

On behalf of the County, a motion was made by Luther Propst and seconded by Len Carlman to direct the Housing Director to work with the Community Foundation of Jackson Hole in preparing a white paper for the Board of County Commissioners describing the details of a workshop on impact investing for the property at 90 Virginian Lane. Chair Newcomb called for the vote. The vote showed 3-2 with Macker and Gardner opposed. The motion carried for the County.

On behalf of the County, a motion was made by Natalia Macker and seconded by Len Carlman to direct staff to pause preparing the suite of documents on 90 Virginian Lane until June 30, 2026 or until additional direction is provided by the Town and County. Chair Newcomb called for the vote. The vote showed all in favor. The motion carried for the County.

Adjourn. On behalf of the County, a motion was made by Natalia Macker and seconded by Len Carlman to adjourn. Chair Newcomb called for the vote. The vote showed all in favor. The motion carried for the County.

On behalf of the Town, a motion was made by Devon Viehman and seconded by Alyson Spery to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town.

The meeting adjourned at 4:59 p.m.

TOWN OF JACKSON

____

Arne O. Jorgensen, Mayor

ATTEST:

____

Lynsey Lenamond, Deputy Town Clerk

TETON COUNTY

____

Mark Newcomb, Chair

ATTEST:

____

Maureen Murphy, County Clerk

Minutes: rh. Publish JH News & Guide: May 27, 2026

SPECIAL JOINT PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS AND TOWN COUNCIL MEETING

MAY 12, 2026 **JACKSON, WYOMING**

The Teton County Commissioners met in conjunction with Jackson Town Council in a special session in the County Commissioners Chambers at 200 South Willow Street at 1:30pm. The purpose of this meeting was to review budget submissions from joint departments. Upon roll call the following were found to be present:

COUNTY COMMISSION: Mark Newcomb Chair, Wes Gardner Vice-Chair, Natalia Macker, Len Carlman, and Luther Propst.

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Kevin Regan, Alyson Spery, and Devon Viehman.

STAFF: Maureen Murphy - County Clerk/Budget Officer, Katie Smits - County Treasurer, Kelly Thompson – Town Finance Director, Tyler Florence, Brian Coe, Brian Schilling, Kristen Waters, Charlotte Frei, Heather Overholser, Lea Colasuonno, Raymond Lane, Chris Neubecker, Mike Toronto, and Cody Daigle.

II. Joint Department Budget Review and Discussion

Tyler Sinclair, Town Manager and Jodie Pond, County Commissioners Administrator provided an overview of the joint requested and recommended budgets for

1. Energy Conservation Works
2. Fire/EMS
3. Parks & Recreation
4. START
5. -1 Long Range Planning
6. Transportation
7. Other
    a. Parks and Recreation Capital

The meeting was recessed at 2:57pm and reconvened at 3:05pm.

Discussion continued on the joint department budgets
    b. Parks and Recreation new position
    c. START employees wage increase
    d. Fire/EMS new position
    e. Long Range Planning Comprehensive Plan
    f. Transportation – ITP Update
    g. Energy Conservation Works

On behalf of the County, a motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve the ECW budget with the 6% increase for compensation rather than 4.5% as was presented by ECW. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Schechter and seconded by Councilman Spery to approve the ECW budget with the 6% increase for compensation rather than 4.5% as was presented by ECW. The vote showed all in favor and the motion passed. The vote showed 4-1 in favor with Mayor Jorgenson opposed and the motion carried.

Adjourn.

On behalf of the County, a motion was made by Commissioner Gardner and seconded by Commissioner Macker to adjourn the meeting. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

On behalf of the Town, a motion was made by Councilman Schechter and seconded by Councilman Spery to adjourn the meeting. Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 4:36pm.

Respectfully submitted: sdf

TETON COUNTY BOARD OF COMMISSIONERS

____
Mark Newcomb, Chairman

ATTEST:

____
Maureen E. Murphy, County Clerk

BOARD OF COUNTY COMMISSIONERS | TOWN COUNCIL

JOINT MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START Bus **PRESENTER**: Mike Toronto, START Director

MEETING DATE: April 6, 2026

SUBJECT: Consideration of a contract with Commute with Enterprise for operation of a turnkey Vanpool Pilot Program

STATEMENT/PURPOSE

The purpose of this item is for the Joint Boards to approve a contract with Commute with Enterprise ('CwE'), the chosen provider of a turnkey Vanpool Pilot Program to be operated by START Bus in coordination with the Town/County Joint Transportation Division.

BACKGROUND/ALTERNATIVES

$54,400 in funding for a Vanpool Pilot Program was previously approved by the Joint Boards in the FY26 budget. 50% of this amount, $27,200, will be reimbursed by the Federal Transit Administration. This funding will be used to subsidize vans at $700 per vehicle per month, making the Vanpool cost per participant cheaper than or competitive to their cost of only fuel if they currently commute alone.

A Vanpool is a group of regular commuters (typically 5–15 people) who share a contracted vehicle for their commute trip to work. Participants take turns driving their group. Vanpools are typically coordinated by a transit agency, funded by participants and/or public subsidies, and aim to reduce single-occupant vehicle trips and their related externalities.

A request for proposals for a turnkey Vanpool service was issued by START Bus in December 2025. START received one proposal from CwE. After review, START found the proposal did not contain all requested information and the RFP needed to be refined asking proposals to address fuel costs. START re-distributed the RFP. In January 2025 a second RFP was issued by START. In response, START received one bid, from CwE. CwE's 2nd proposal was more detailed and met the criteria staff were looking for. The selected vendor, Commute with Enterprise, operates in communities of similar context such as Truckee/North Lake Tahoe and Anchorage, bringing experience in vanpool logistics, rider recruitment, and program administration.

Vanpool vehicles will be all-wheel drive and can be equipped with snow tires in the winter. Staff views Vanpool as a service expansion to complement START's current offerings. This service is targeted at commuters that either work at hours not accommodated by the existing fixed route commuter service from Teton Valley and Star Valley or commute beyond the termini of the commuter service routes. This initial launch of Vanpool will be for use in Wyoming for those with a destination in Teton County, WY. START applied for 5311 funds from the Idaho Department of Transportation to expand this program into Idaho. START will find out in June of 2026 if funds are awarded from Idaho. The current contract with CwE covers Wyoming and expansion into Idaho.

COMPREHENSIVE PLAN ALIGNMENT

Principle 7.1: Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure

Policy 7.1.a: Increase the capacity for walking, biking, carpooling, and riding transit

Policy 7.2.c: Explore and pilot innovative transportation solutions

STAKEHOLDER ANALYSIS

START's nearly finalized Transit Development Plan includes Vanpool as an alternative service in public outreach materials. In the survey conducted during summer 2025, 64% of respondents living in Teton Valley, ID, or Star Valley, WY indicated they would try vanpool. The target group for this service iscommuters coming into Teton County, WY for work.

FISCAL IMPACT

No additional impact. Vanpool was approved in the FY 2026 START Bus budget for the amount $54,400. FTA grant funding covers 50% of Vanpool expenditures with a 50% local match. Funds to continue the Vanpool program are in the requested FY 2027 budget. A benefit to engaging a contractor, Commute with Enterprise, to operate this program is that no cost is incurred until the service is used, meaning riders are formally enrolled in the program and using the vans. As part of START's monthly payment, Commute with Enterprise will handle all the marketing and customer engagement.

The Contract with CwE has an initial term of two years, with the possibility of two one-year extensions if the agreement is not terminated. The extensions will depend on annual budget approvals. The total amount will not exceed $54,000, consistent with the approved FY 26 budget.

STAFF IMPACT

Minimal, approximately 5-10 hours per month in year one then expected to decrease over time. START Bus's Transit and Operations Planner and the Joint Town/County Travel Demand Management Coordinator will work with Commute with Enterprise on Vanpool Program outreach, enrollment, and ongoing operations. This contract operation is arranged as "turnkey" towards requiring minimal ongoing Town/County staff involvement.

LEGAL REVIEW

Gingery & Colasuonno

ATTACHMENTS

Contract with Commute with Enterprise – "Vanpool Pilot Program Agreement"
Scope of Work with Commute with Enterprise

RECOMMENDATION

Staff recommends approval of the Vanpool Pilot Program Agreement contract with Commute with Enterprise.

SUGGESTED MOTION

I move to approve the Vanpool Pilot Program Agreement with Commute with Enterprise for operation by START Bus in coordination with the Town/County Joint Transportation Division.

VANPOOL SERVICES AGREEMENT

This Vanpool Services Agreement (**Agreement**) is made and entered into, effective as of ______________________ (**Effective Date**), by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, whose address is P.O. Box 1727 Jackson, WY 83001 ("**County**"), and the Town of Jackson, Wyoming, a Wyoming municipal corporation, whose address is P.O. Box 1687, Jackson, WY 83001 ("**Town**"; the Town and the County are collectively referred to herein as "Town/County") and ENTERPRISE Rent-A-Car Company of UT, LLC, a Delaware limited liability company, doing business as *Commute with ENTERPRISE* (**ENTERPRISE**). Town/County and ENTERPRISE are each a "Party" to this Agreement and collectively, the "Parties."

WHEREAS, the Town and the County, via their joint powers agreement have established the Southern Teton Area Rapid Transit System("**START"),** to provide public transit service in the greater Teton County area. Town/County designates managerial duties to the START Department Staff, and thus throughout this Agreement (including any statements of work) START will be referenced in the context of the staff that work with the START Department, which is a joint department of Town/County.

WHEREAS, Town/County desire to enhance local mobility, reduce traffic congestion, and provide additional affordable, reliable transportation options for workforce commuting in and to Teton County, Wyoming, and recognizes that establishing a vanpool commuter program ("**Vanpool Program**") can supplement existing transit services by offering shared-ride opportunities for commuters.

WHEREAS, ENTERPRISE is a private provider of turnkey vanpool services, including program administration, vehicle provision and maintenance, marketing, roadside assistance, operational support, and the ability to scale and expand vanpool services over time.

WHEREAS, on September 8, 2025, START issued a Request for Proposals for a multi-passenger vanpool service responsible for all aspects of the Vanpool Program, including, but not limited to, managing outreach and passenger onboarding, providing and maintaining the vehicles, and collecting all requisite operational data required for submission to the Federal Transit Administration (**FTA**). No proposals were accepted by START. On December 1, 2025, START reissued the Request for Proposals, START RFP 26-11 (**RFP**), to encourage additional participation.

WHEREAS, in response to the RFP, ENTERPRISE submitted a proposal on December 29, 2025, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. Following review of all submissions, START selected ENTERPRISE as the successful respondent to provide turnkey vanpool services.

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms under which the Vanpool Program will be administered and operated by ENTERPRISE.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual covenants and undertakings set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a vanpool commuting program serving the

greater Teton County area to provide reliable shared transportation options for the workforce commuting to and from Teton County, Wyoming. The Parties intend that (i) ENTERPRISE will manage and operate the Vanpool Program, (ii) the Vanpool Program is intended to be scalable, (iii)Town/County nor START will operate, control, or manage the Vanpool Program, and (iv) riders/participants will contract directly with ENTERPRISE for enrollment, payment, and participation in the Vanpool Program. The Town and the County are entering into this Agreement as separate public entities, and nothing herein shall be construed to create joint liability or joint financial obligation unless expressly stated. START, acting on behalf of the Town and the County, is authorized to administer and manage this Agreement.

2. Term. This Agreement shall commence on the Effective Date and shall continue until May _, 2027 (**Initial Term**), unless earlier terminated in accordance with Section 9. Upon expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive one-year periods (each, a **Renewal Term**), unless either Party provides written notice of its intent not to renew no later than April 15 preceding the expiration of the Initial Term or then-current Renewal Term. Any Renewal Term shall be subject to the appropriation and availability of funds at START, and nothing in this Agreement shall be construed as creating a multi-year financial obligation of START beyond funds duly appropriated for the applicable contract period. For purposes of record retention and administrative requirements, each Renewal Term shall be treated as a separate contract period.

3. Vanpool Service Provider Obligations. ENTERPRISE shall perform and provide all services, duties, tasks, and responsibilities related to the Vanpool Program as the term "Services" is defined and described in the Statement of Work (**SOW**), Exhibit B, attached hereto and incorporated herein by this reference (collectively, **Services)**.

3.1. Compliance with Laws and Regulations. ENTERPRISE shall:

a. Operate the Vanpool Program in full compliance with all applicable federal, state, and local laws, regulations and safety standards;
b. Maintain all licenses, permits, or regulatory authorizations required to perform the Services; and
c. Ensure all vehicles used in the Vanpool Program and all operations meet all safety, maintenance, reporting, insurance, and administrative requirements.

3.2 Personnel. Unless otherwise specified in the SOW, ENTERPRISE may at its sole discretion interview, select, hire, substitute, terminate, and make all employment-related decisions regarding ENTERPRISE personnel performing the Services in the SOW or related services.

3.3 Coordination with START. ENTERPRISE shall cooperate and coordinate with START as reasonably necessary to implement and administer the Vanpool Program and shall promptly notify START of any material issues affecting ENTERPRISE'S ability to perform the Services.

4. START Obligations Vanpool Program. START shall pay Enterprise for the vanpool services performed in accordance with Section 5 of this Agreement. START shall monitor the Vanpool Program performance, including review and approval of marketing materials submitted by ENTERPRISE. START shall cooperate with ENTERPRISE and provide information, access, and support reasonably requested to enable ENTERPRISE to fulfill its reporting, compliance, and operational obligations under this Agreement. Nothing in this Agreement shall require Town/County or START to operate, manage,

control, or direct the day-to-day activities of the Vanpool Program or ENTERPRISE'S personnel.

5. <u>**Pricing and Payment**</u>**.** ENTERPRISE shall establish pricing for vanpools participating in the Vanpool Program, including standard everyday and flexible vanpool services, in accordance with the SOW. ENTERPRISE will invoice each vanpool Participant monthly for amounts owed, including applicable fuel and other service costs, less any Vanpool Service Payments, and shall provide START with (i) a monthly summary of monthly vanpool charges and Vanpool Service Payment calculations per Section 5 below and (ii) supporting detail of participant charges to verify all amounts billed. Copies of underlying invoices shall be provided upon reasonable request. ENTERPRISE shall establish and apply pricing in a consistent and commercially reasonable manner and shall not recover the same cost more than once.

   Upon reasonable request, ENTERPRISE shall provide documentation sufficient to explain and support its pricing methodology, including key cost assumptions such as mileage, vehicle costs, fuel, and expected occupancy. ENTERPRISE shall provide at least thirty (30) days' prior written notice of any material changes to its pricing methodology or structure that would reasonably be expected to increase costs to START or participants, excluding adjustments directly attributable to fluctuations in fuel costs.

5.1. <u>Pricing Information for Participants</u>. Pricing shall be fully disclosed to participants during the enrollment process, accessible via the Commute with ENTERPRISE mobile application or website, reasonably related to the cost of providing the Services, and applied in a consistent and nondiscriminatory manner across similarly situated vanpool groups. Pricing may be adjusted quarterly to reflect changes in fuel costs. Any other material changes to pricing structure or methodology shall be subject to prior written notice in accordance with this Section.

5.2. <u>Vanpool Service Payments</u>. To support the operation of the Vanpool Program, START shall pay ENTERPRISE for vanpool services performed (**Vanpool Service Payments**) in accordance with this Section 5. Vanpool Service Payments are intended as compensation for transportation services that provide a public benefit and shall be calculated at rate of seven hundred dollars ($700.00) per van, per month. ENTERPRISE shall invoice START on a monthly basis for Vanpool Service Payments, and START shall pay undisputed invoices within thirty (30) days of receipt or notify ENTERPRISE in writing of any disputes within that period. Invoices not disputed within such thirty (30) day period shall be deemed accepted and binding. Vanpool Service Payments is subject to the following:

   a. Vanpool Service Payments shall apply only to vanpools actively operating in accordance with this Agreement.
   b. Vanpool Service Payments are conditioned upon vanpools meeting minimum performance and occupancy requirements as set forth in the SOW. Failure to meet such requirements may result in reduction, suspension, or termination of Vanpool Service Payments as further described in the SOW.
   c. Vanpool Service Payments shall also be suspended or terminated if ENTERPRISE is in default under Section 9 of this Agreement. Any reduction, suspension, or termination under this Section shall be effective only after written notice and an opportunity to cure in accordance with Section 9.

d. In the event a vanpool group ceases participation in the Vanpool Program, Vanpool Service Payments for that vanpool group shall terminate as of the first day of the first full calendar month in which the group no longer operates.

e. Changes in vanpool participation, including participant termination or nonpayment, shall not increase the amount of the Vanpool Service Payment beyond the amounts calculated under this Section. ENTERPRISE shall remain responsible for collecting all participant charges and bears the risk of any shortfall resulting from changes in participation, except to the extent otherwise expressly provided in this Agreement.

f. Upon reasonable notice, START shall have the right to review records reasonably necessary to verify invoices, calculations, and the application of Vanpool Service Payments.

5.3. Funding Appropriation. Town/County shall use reasonable efforts to obtain and maintain the funding necessary to meet its obligations under this Agreement. START shall notify ENTERPRISE within seven (7) days of learning that sufficient funds are not available, and ENTERPRISE may terminate the Agreement immediately in accordance with Section 11. In the event START alters its funding source during the term of the Agreement, START shall, if possible, provide at least sixty (60) days' notice and work with ENTERPRISE to assess compliance with applicable requirements, including Buy America Act obligations and any public interest waivers. ENTERPRISE shall be entitled to equitable adjustments in price, schedule, or other terms as necessary to comply with the changed funding source, and may terminate the Agreement if compliance cannot be achieved.

6. Insurance. ENTERPRISE shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance coverage of the types and in the amounts sufficient to cover its obligations and liabilities arising from the performance of the Services, as further described in the SOW. Such coverage shall include, at a minimum, commercial general liability, automobile liability, and employer's liability or workers' compensation coverage, as applicable. ENTERPRISE shall ensure that all vehicles and approved drivers participating in the Vanpool Program are covered under applicable automobile liability insurance consistent with the requirements set forth in the SOW. Provider may satisfy certain coverage requirements through self-insurance programs, provided such programs are commercially reasonable and consistent with industry standards.

Upon request, ENTERPRISE shall furnish START with certificates of insurance or other reasonable evidence of coverage. ENTERPRISE shall provide prompt written notice to START of any material change, cancellation, or lapse in required insurance coverage.

7. Reporting/Audit.

7.1. Monthly Reports. ENTERPRISE shall provide START with all data necessary to enable START to comply with applicable reporting requirements, including National Transit Database (NTD) reporting. Such data shall be provided in the format prescribed by the FTA and shall be delivered no later than the 20th calendar day following the month covered by the report.

7.2. Annual Reports. ENTERPRISE shall provide START with all data necessary to support annual reporting obligations, including financial, ridership, and operational data as required by the FTA and other applicable authorities. Such data shall be delivered to START in accordance with the Federal Fiscal

Year end, but in no event later than November 30th of each year.

7.3. Federal Grant Reporting. Vanpool Service Payments provided under this Agreement shall be funded in whole or in part through federal grants administered by the FTA. ENTERPRISE shall cooperate with START in the preparation, review, and submission of all reports, certifications, or other documentation required by the FTA, including any supporting schedules or reconciliations of Vanpool Service Payments. ENTERPRISE shall provide all requested information in a timely manner to enable START to meet federal reporting deadlines and compliance requirements.

7.4. Record Retention and Access. ENTERPRISE shall retain records, data, and supporting documentation used to prepare reports for a minimum of three (3) years following submission to START, or longer if required by law or grant conditions. START shall have the right, upon reasonable notice and during normal business hours, to review, audit, and copy such records for purposes of verifying reports or compliance with federal grant requirements.

7.5. Audit. ENTERPRISE shall maintain complete and accurate records of all Vanpool Program operations and Vanpool Service Payments under this Agreement. START shall have the right to access and audit such records at reasonable times during normal business hours upon reasonable notice up to twice per calendar year. This audit right applies to verification of compliance with this Agreement, any grant requirements, or any other applicable audit obligations. ENTERPRISE shall cooperate fully and provide all requested documentation in connection with any such audit.

8. **Disputes**. In the event of a dispute arising under this Agreement, the Parties shall first attempt in good faith to resolve such dispute through informal discussions. ENTERPRISE shall not initiate collection proceedings with respect to any disputed amounts so long as START is acting in good faith to resolve the dispute. START shall pay all undisputed amounts in accordance with this Agreement. Any remedies available to ENTERPRISE for nonpayment shall be subject to applicable law, including any notice and cure requirements. Nothing in this Section shall be construed to require START to pay attorneys' fees or costs except to the extent permitted by applicable law, nor to waive any rights, immunities, or defenses available to START.

9. **Default**. A Party shall be in default under this Agreement upon the failure to perform any material obligation, including nonpayment of undisputed amounts and a transfer or assignment in violation of Section 13.8, which is not cured within the applicable notice and cure period specified in this Agreement or, if no period is specified, within thirty (30) days of written notice from the non-defaulting Party. The non-defaulting Party may suspend performance or payments, terminate this Agreement for cause in accordance with Section 11, or exercise any other remedies available at law or under this Agreement. No default shall be deemed to have occurred until the defaulting Party has been given written notice and a reasonable opportunity to cure.

10. **Liability and Indemnification**.

10.1. START shall not be liable for any amounts owed to ENTERPRISE by participants in the Vanpool Program.

10.2. ENTERPRISE shall defend, indemnify, and hold harmless Town/County and START and its officers, officials, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

(i) the negligent or wrongful acts or omissions of ENTERPRISE or its employees, agents, or subcontractors; (ii) the use or operation of any vehicle in connection with the Vanpool Program; or (iii) ENTERPRISE's breach of this Agreement. To the extent permitted by applicable law, each Party shall be responsible for its own acts and omissions and those of its employees and agents. Nothing in this Agreement shall be construed as an obligation of Town/County or START to indemnify, defend, or hold harmless ENTERPRISE, nor as a waiver of any immunities or limitations of liability available to Town/County or START under applicable law.

11. Termination.

11.1. Termination for Cause. Either Party may terminate this Agreement for material breach by the other Party. The non-breaching Party shall provide the breaching Party with written notice specifying the nature of the breach. The breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach is not capable of cure within thirty (30) days but the breaching Party promptly commences and diligently pursues a cure, the non-breaching Party may extend the cure period for a reasonable time to allow completion of the cure. If the breaching Party fails to cure within the applicable period, the non-breaching Party may terminate this Agreement in whole or in part by providing written notice of termination, effective upon receipt of such notice or as otherwise specified therein. If it is later determined that the non-breaching Party improperly terminated the Agreement for default, such termination shall be deemed a termination for convenience. Termination under this Section shall not relieve either Party of obligations accrued prior to the effective date of termination, including payment for Services properly performed.

11.2. Termination for Convenience. Either Party may terminate this Agreement, without cause, upon no less than sixty (60) days' prior written notice to the other Party.

11.3. Non-Appropriation. Notwithstanding anything to the contrary, Town/County or START's obligations under this Agreement are subject to the availability and appropriation of funds. In the event funds are not appropriated or otherwise made available, START may terminate this Agreement upon written notice without penalty, except for payment of amounts properly due for Services performed prior to termination.

11.4. Obligations Upon Termination. The termination of this Agreement shall not relieve either Party of its obligations that accrued prior to the effective date of termination. Enterprise shall be paid for all services performed in accordance with the manner of performance set forth in the Agreement through the date of termination. ENTERPRISE shall take commercially reasonable steps to wind down the Vanpool Program in an orderly manner. Further, the rights and obligations of the Parties set forth in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

12. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure

notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.

Town of Jackson
PO Box 1687
Jackson, WY 83001
clerk@jackonwy.gov

ENTERPRISE
Commute with ENTERPRISE
7144 State Street
Midvale, UT 84047
Mike.DiOrio@em.com

Teton County
Attn: County Clerk
PO Box 1727
Jackson, WY 83001

With a copy to:
ENTERPRISE Holdings Inc.
600 Corporate Park Drive
St Louis, MO 63106
Attn: Commute Corporate Counsel
And Vice President

13. General Provisions.

13.1. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by the Parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

13.2. Section Headings. The headings to the sections of this Agreement are solely for convenience and reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provision contained herein.

13.3. Entire Agreement; Modification. This Agreement, including all exhibits and appendixes attached hereto, embodies and constitutes the entire agreement with respect to the subject matter contained herein, and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of any conflict between this Agreement and the SOW attached hereto as Exhibit B, the SOW shall govern with respect to the scope of Services, performance requirements, and other operational matters described therein, and the Agreement shall govern in all other respects. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the Parties.

13.4. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.5. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

13.6. Force Majeure. Neither Party shall be liable for delays or failure in performance caused solely by the occurrence of extraordinary events beyond the reasonable control of the affected Party that directly prevents performance, and which could not have been avoided or overcome through reasonable diligence (**Force Majeure Events**). Force Majeure Events are limited to: (i) acts of God; (ii) declared states of emergency; (iii) war or civil unrest; and (iv) government orders directly preventing performance. Economic hardship, labor shortages, supply-chain delays, foreseeable weather conditions typical for the Vanpool Program's region and season, equipment failure, price increases, ENTERPRISE labor disputes, or subcontractor defaults shall *not* constitute Force Majeure Events for ENTERPRISE.

13.7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.8. Assignment. Neither Party shall assign or otherwise transfer this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. ENTERPRISE shall have the right to delegate the performance of certain obligations and duties under this Agreement to one or more affiliates of ENTERPRISE, if use of such affiliate is required to fulfill the obligations of ENTERPRISE hereunder. No delegation or other transfer will relieve the affected Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void.

13.9. Governmental Immunity. Town, County, and START do not waive their governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

13.10. Compliance with Laws. ENTERPRISE shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

13.11. Independent Contractor Status. ENTERPRISE shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee partner, agent, or joint venture partner of Town/County or START within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. ENTERPRISE shall assume sole responsibility for any debts or liabilities that may be incurred by ENTERPRISE in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing ENTERPRISE or its agents or employees to act as an agent or representative for or on behalf of Town/County or START or to incur any obligation of any kind on behalf of Town/County or START.

13.12. Public Records. Any and all documents submitted to START may be deemed a public record under the Wyoming Public Records Act, and thereby subject to examination and inspection by third parties.

13.13. Counterpart; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

13.14. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

13.15. Federally Required Clauses. The attached Appendix A is incorporated into this Agreement.

In WITNESS WHEREOF, the Parties have provided their respective signatures agreeing to the aforesaid terms and conditions, as of the Effective Date.

ENTERPRISE Rent-A-Car Company of UT, LLC

By: ______________________________

Name: Mike DiOrio

Title: Vice President / General Manager

Date: ____________________________

Teton County, Wyoming

____

By: Mark Newcomb
Its: Chair

Attest: __________________________________
Maureen E. Murphy, Clerk of Teton County

Town of Jackson

____
By: Arne O. Jorgenson
Its: Mayor

Attest: ________________________________

Exhibit A

Commute With Enterprise – RFP Vanpool Proposal

Exhibit B

Statement of Work – Vanpool Program Services

This SOW describes the Services to be provided by Enterprise Rent-A-Car Company of UT, LLC, a Delaware limited liability company, doing business as Commute with Enterprise ("Provider") in connection with the Vanpool Program supported by Teton County, Wyoming and the Town of Jackson, acting through their joint powers agreement transit entity, Southern Teton Area Rapid Transit, referred to herein as "Agency". Capitalized terms not defined in this SOW have the meanings set forth in the Vanpool Services Agreement ("Agreement").

Provider shall act as a full-service operator for the Vanpool Program, responsible for administering, operating, and managing all Services described in this SOW. The Agency's role under this SOW is limited to payment for vanpool services performed for eligible vanpool participants and performing monitoring functions as set forth in the Agreement. Nothing in this SOW shall be interpreted as the Agency operating, managing, or controlling the day-to-day activities of the Vanpool Program.

Provider shall perform all Services described in this SOW in accordance with the Agreement and all applicable federal, state, and local laws and regulations.

1. **Definitions**.

1.1. Participant(s) means individuals approved by Provider to participate in the Vanpool Program, including drivers and riders, in accordance with the eligibility requirements and procedures established in this SOW.

1.2. Service Area means the geographic area within which the Vanpool Program is intended to operate and be promoted. The Service Area shall include all geographic locations within the State of Wyoming as eligible origin or destination points, provided that each vanpool trip either originates or terminates within Teton County, Wyoming. The Service Area may be expanded to include origin points within the State of Idaho, subject to prior mutual written agreement between the parties. Such agreement shall specify the terms, conditions, and any applicable limitations of service involving locations outside the State of Wyoming.

1.3. Services means all services, duties, tasks, and responsibilities to be performed by the Provider as described in this SOW, including, without limitation, program administration, participant recruitment and management, marketing and promotion, ride matching, driver and rider enrollment agreements, pricing and billing administration, vehicle provision and maintenance, insurance, reporting, and related operational functions.

1.4. Vanpool Program means the commuter vanpool program operated by the Provider and supported by the Agency, in which the Provider provides the Services to eligible Participants in accordance with the terms and conditions in the Agreement and this SOW.

1.5. Vehicles and vanpools mean all passenger vehicles provided by the Provider for use in the Vanpool Program, with seating capacities between seven(7) and fifteen (15) passengers, including any modifications required for accessibility or other program purposes.

2. **Program Administration and Management**. Provider shall administer and manage the Vanpool Program, including outreach, program promotion, vanpool formation, and administration of agreements with eligible Participants. Provider's responsibilities include, but are not limited to:
    a. Marketing and promotion of the Vanpool Program
    b. Assisting with ride matching and formation of vanpool groups
    c. Onboarding and administration of Participants and driver vehicle rental agreements
    d. Maintaining the *Commute with Enterprise* mobile application and website with up-to-date enrollment terms and pricing
    e. Establishing pricing structures for vanpool groups
    f. Billing and collecting payments from Participants
    g. Providing customer service and support to Participants, including providing program updates, schedules, billing notices, and Guaranteed Ride Home Program information
    h. Maintaining and administering Vehicles, including routine inspections, maintenance scheduling and roadside assistance
    i. Maintaining all required insurance for Participants, Vehicles and program operations
    j. Administering the Guaranteed Ride Home program outlined in this SOW
    k. Preparing and submitting reports and metrics to the Agency as requested

Provider may operate other vanpool services in the same Service Area; however, such services shall not be represented as part of the Agency-supported Vanpool Program.

3. **Marketing and Program Promotion**. Provider shall market and promote the Vanpool Program, including outreach to prospective Participants and assistance with ride matching to facilitate the formation of vanpool groups. Provider shall undertake reasonable efforts to reach target audiences within the Service Area. The Agency may establish minimum marketing standards or campaigns from time to time to ensure Vanpool Program visibility and participation.

3.1. The parties may jointly develop a written marketing plan for the Vanpool Program and may agree, from time to time, to allow one another to use or refer to the other by name for the promotion of the program. Except as may be agreed to by each respective party in writing, no right or license, either express or implied, to use any information, trademark, logo or other proprietary information belonging to the other party shall be allowed hereunder.

3.2. Provider shall submit all marketing and promotional materials to the Agency for review and approval prior to public release. Marketing materials can include, but are not limited to, brochures, flyers, advertisements, digital media content, and website content. The Agency shall provide feedback within a reasonable period not to exceed ten (10) business days. Provider may not distribute or publish marketing and promotional materials relating to START's Vanpool Program until approved by the Agency, which approval shall not be unreasonably withheld or delayed.

3.3. During the term of the Agreement, Provider may choose to provide to Agency, upon reasonable request and in its sole discretion, with its trademarks, logos, photos, videos and other marketing and promotional materials ("Provider Materials") for the purpose of promoting the Vanpool Program. Provider owns all right, title and interest to such Provider Materials. Agency may not use, disseminate, modify, alter or create derivatives of the Provider Materials without Provider's prior written consent. Further, Agency shall not share, transfer or sub-license the Provider Materials with any affiliates or third parties without Provider's prior written consent. Any request for consent by Agency must include where and how the Provider Materials will be utilized. Upon termination or expiration of the Agreement, Agency must remove all Provider Materials from all public forums (e.g., websites, social media) and destroy all electronic and paper copies of the Provider Materials.

3.4. Provider shall document marketing activities, including target audiences reached and channels used, and shall provide a summary report to the Agency upon request.

4. **Participant and Driver Administration**. Provider shall administer and manage all aspects of Participant and driver onboarding, enrollment, and vanpool group formation for the Vanpool Program. Provider's responsibilities include, but are not limited to:

4.1. Vanpool Group Creation and Growth. Provider shall establish vanpool groups, beginning with one group and expanding to additional groups as demand allows in the Service Area. Provider shall facilitate ride matching, schedule formation, and all steps necessary to operationalize each vanpool group.

4.2. Participant Enrollment**.** Provider shall be responsible for enrolling all Participants in the Vanpool Program and administering the enrollment process. Provider shall ensure that each Participant completes and executes all agreements, acknowledgments, and other documentation required by Provider from time to time as a condition of participation, and shall maintain appropriate records of such enrollment and documentation. In certain markets, Provider may require non-driving riders in a vanpool to execute a rider agreement as a condition of participation.

4.3. Driver Agreements and Eligibility. All vanpool drivers shall be volunteers. Provider shall ensure that each vanpool driver meets all eligibility and participation requirements established by Provider from time to time, to Provider's satisfaction. Such requirements may include, as applicable, execution of a driver or volunteer driver agreement, authorization for driving record checks, and compliance with minimum insurance and other program requirements. Provider reserves the right to decline or terminate any vanpool driver who fails to comply with the requirements of the Vanpool Program or who fails to meet Provider's driver requirements

4.4. Program Compliance**.** Provider may decline to enroll, or may terminate, any Participant or driver who fails to comply with Provider's program requirements or eligibility criteria.

5. **Vehicle Provision and Management**. Provider shall be responsible for supplying all Vehicles for use in the Vanpool Program under the following conditions:

   i. Provider will make Vehicles available for rental to eligible Participants in commuter vanpools enrolled in the Vanpool Program. All Vehicles shall be owned or controlled by Provider and rented directly to one or more drivers in a vanpool group.
   ii. Vehicles shall consist of passenger vans or SUVs with seating capacity on no fewer than seven (7) and no more than fifteen (15) passengers, unless otherwise approved in writing by the Agency.
   iii. Provider may replace Vehicles used in the Vanpool Program at its sole discretion, provided that any replacement Vehicle meets the requirements of this SOW.
   iv. Provider shall ensure that all Vehicles are suitable for passenger transportation, maintained in safe operating condition, and comply with all applicable federal, state, and local laws, regulations, and safety requirements. Vehicles shall be equipped with all-weather tires appropriate for the Service Area.

v. Vehicles intended to accommodate individuals with disabilities may require modification. The Agency and Provider shall mutually agree in writing on the scope and price of any such modification prior to implementation.
vi. Provider shall ensure that Vehicles are available in sufficient quantity and condition to support the operation of approved vanpool groups and minimize service disruptions.
vii. Nothing in this Agreement shall be construed as creating a lease or rental of Vehicles by the Agency. The parties acknowledge that the Agency does not own, lease, or rent any Vehicles, and Vehicles are rented directly by Participants from Provider.

6. <u>**Vehicle Maintenance, Inspection and Roadside Assistance**</u>. Provider shall arrange for and perform preventative maintenance and Vehicle inspections in accordance with manufacturer recommendations and applicable safety regulations. Provider shall maintain Vehicles in safe operating condition at all times and shall promptly address any mechanical or safety-related issues that could affect the safe operation of the Vehicle.

6.1. Provider shall maintain records documenting maintenance and inspection activities and shall make such records available to the Agency upon reasonable request.

6.2. Provider shall provide twenty-four (24) hours per day, seven (7) days per week roadside assistance to Participants while occupying or operating a vehicle in connection with the Vanpool Program, including towing, breakdown response, and other emergency services necessary to ensure Participant safety and minimize service disruption.

6.3. Provider shall ensure that all Vehicles used in the Vanpool Program comply with all applicable safety requirements and are properly registered, titled, and insured in accordance with applicable law.

6.4. Provider shall be solely responsible for the maintenance, condition, and safe operation of Vehicles and for all services described in this Section, and the Agency shall have no responsibility for vehicle maintenance, repair, or roadside assistance.

6.5. Provider shall promptly remove from service any Vehicle that is unsafe or not in compliance with this Section and shall provide a suitable replacement as necessary to maintain continuity of the Vanpool Program.

7. <u>**Insurance**</u>.

7.1. <u>Incorporation of Agreement Requirements</u>**.** Provider's insurance obligations set forth in the Agreement are hereby incorporated into this SOW by reference and shall apply to all Services performed in connection with the Vanpool Program.

7.2. <u>Provider Responsibility.</u> Provider shall, at its sole cost and expense, procure and maintain throughout the Term insurance coverage of the types and in the amounts sufficient to cover its obligations and liabilities arising from the Vanpool Program and the Services described in this SOW. All insurance obligations related to the Vanpool Program, including automobile liability insurance coverage for Vehicles, drivers, Participants, and operations, shall be the sole responsibility of Provider. Provider may satisfy certain insurance obligations through self-insurance programs, provided such programs are commercially reasonable and consistent with industry standards.

7.3. <u>Minimum Coverage.</u> Without limiting the requirements of the Agreement, such insurance shall include, at a minimum the following which shall not apply to the vanpool drivers and participants:

Type of Coverage	Limits of Coverage
Employer's Liability or similar insurance	$1,000,000 each occurrence
Automobile Liability (owned and non-owner), Bodily Injury, and Property Damage	$1,000,000 each occurrence
Commercial General Liability, including broad-form contractual Liability products / completed Operations, Bodily Injury and Property Damage	$2,000,000 aggregate $1,000,000 each occurrence

Provider shall ensure that all Vehicles and approved drivers participating in the Vanpool Program are covered under applicable automobile liability insurance consistent with the requirements set forth in this SOW and the Agreement. Provider represents and warrants to Agency that drivers are not required to have personal insurance, and Commute with Enterprise shall maintain the following insurance for approved Vehicle drivers, who have completed the Commute Driver Application and Agreement and been approved:

Type of Coverage	Limits of Coverage
Commercial Automobile Liability	$1,000,000 combined single limit each occurrence for large vans (Ford transit, Chevy Express or similar) $500,000 combined single limit each occurrence for all other vehicles such as SUVs and Minivans. Required State Minimum Uninsured Motorist Coverage Required State Minimum Underinsured Motorist Coverage

8. **Pricing**. Pricing, billing, and payment terms for the Vanpool Program are governed by Section 5 of the Agreement and are incorporated herein by reference.

8.1. Base Monthly Rate**.** The base monthly rate for each Vehicle (the "Base Monthly Rate") shall be as set forth below. The Base Monthly Rate shall serve as the baseline for calculating Participant charges and Vanpool Service Payments in accordance with the Agreement. The Base Monthly Rate includes all fixed costs associated with vehicle provision and operation, including but not limited to vehicle rental, maintenance, 24/7 roadside assistance, collision and liability insurance, employer outreach, operational support, and Guaranteed Ride Home through Commute with Enterprise. The Base Monthly Rate excludes variable costs, including fuel and other pass-through expenses, which shall be billed separately as applicable.

Vehicle Type	Base Monthly Fare*
Base 7 – Passenger minivan (Chrysler Voyager)	$1,550.00
Base 7-Passenger SUV (Hyundai Palisade or similar)	$1,650.00
Base 15-Passenger (Ford Transit or similar)	$1,850.00

* Base Monthly Rate includes up to 2,000 miles monthly and does not include taxes, fees, and monthly fuel expense. For each additional 500 miles traveled, the Base Monthly Rate shall increase by $100 per month.

8.2. Everyday Vanpool Pricing. For the everyday vanpool service, defined as vanpool service operating 5 days per week, Provider shall determine pricing for each vanpool group based on vehicle type, seating capacity, estimated mileage, and occupancy levels. Such pricing shall be consistent with the Base Monthly Rate structure set forth above and incorporated into each Participant's enrollment agreement with Provider.

8.3. Flexible Vanpool Pricing. For flexible vanpool service, defined as commuter vanpool service operating on a variable or hybrid schedule of fewer than five (5) commuting days per week, Provider shall offer Monthly Pass plans. Monthly Pass fees shall be determined by Provider based on the plan selected, estimated usage patterns, and other objective pricing factors, and shall be incorporated into each Participant's enrollment agreement with Provider.

8.4. Minimum Occupancy Requirements As a condition of receiving Vanpool Service Payments, each vanpool group must maintain minimum occupancy levels as set forth in this SOW. Failure to meet such requirements may result in reduction, suspension, or termination of such payments in accordance with the Agreement.

8.5. Program Funding Cap. Agency's total Vanpool Service Payment obligations shall not exceed a rate of seven hundred dollars ($700) per month without prior written approval of Agency.

8.6. No Agency Role in Pricing**.** Agency shall have no responsibility for establishing Participant pricing or collecting Participant payments. Provider shall be solely responsible for billing and collection and shall bear the risk of nonpayment, except as otherwise expressly provided in the Agreement.

9. **Guaranteed Ride Home Program**. Participants in the Vanpool Program shall have access to the Commute with Enterprise Guaranteed Ride Home (**GRH**) Program administered by Provider. The GRH Program provides eligible Participants with transportation options in the event of certain unforeseen circumstances.

9.1. Eligibility Events. Participants may utilize the GRH Program for the following reasons: (i) unexpected overtime, (ii) illness, or (iii) illness of a family member.

9.2. Available Options. If a Participant meets one of the eligibility requirements to use the GRH Program, a Participant may receive reimbursement for an approved taxi service, car service, or transportation network company (e.g., Uber or Lyft) or, one-way or 24-hour vehicle rental through Provider.

9.3. Usage Limits. Each Participant may access the GRH Program up to four (4) times per year, with a maximum reimbursement of $100 per use.

9.4. Cost Allocation. Costs for the GRH Program shall be allocated as follows:

- Agency shall cover the first two (2) uses per Participant per year, up to $100 each.
- Provider shall cover the last two (2) uses per Participant per year, up to $100 each.

9.5. Recordkeeping and Reporting**.** Provider shall maintain accurate records documenting GRH usage, including Participant, date, event, and cost information, and shall provide such records to the Agency upon reasonable request.

9.6. Participant Compliance. Provider shall establish reasonable procedures to ensure that Participants are eligible for GRH use and that claims are supported by appropriate documentation. Provider may deny or limit GRH use for Participants who fail to comply with program rules.

9.7. Agency Liability. The Agency's financial responsibility is strictly limited to the allocation described above. The Agency shall have no operational responsibility for GRH administration, and Provider shall indemnify and hold harmless the Agency from any claims, costs, or liabilities arising from GRH use, except to the extent caused by the Agency's gross negligence or willful misconduct.

9.8. Program Modifications. Provider may update GRH procedures or options from time to time, provided that any changes do not increase the Agency's financial obligation without prior written consent.

10. **Technology and Data Management**. Provider shall utilize its technology platforms, including the Commute with Enterprise mobile application and website, to manage Participant enrollment, ride matching, billing, and program communications.

10.1. Data Access and Reporting. Provider shall maintain accurate program data, including Participant information, ridership, vehicle utilization, billing, and GRH usage. Provider shall provide the Agency with timely access to reports and program data upon request. Reports shall include sufficient detail to verify Participant charges, subsidy application, occupancy, and compliance with SOW requirements.

10.2. Data Security and Privacy. Provider shall implement commercially reasonable data security measures consistent with industry standards to protect the confidentiality and integrity of Participant and program data. Provider shall comply with all applicable privacy laws and regulations.

10.3. Data Ownership. Provider shall remain owner of all documents, materials, data and products provided for the Agency under this Agreement except for reports, data, and work product generated specifically in connection with the Vanpool Program or this Agreement ("Program Materials"), which shall be owned by the Agency. Provider shall also retain all right, title and interest in any pre-existing intellectual property secured, developed, written, or produced by Provider prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement ("Provider IP"). To the extent any Provider IP is incorporated into or necessary to use the Program Materials, Provider hereby grants to the Agency a perpetual, irrevocable, royalty-free, non-exclusive license to use, reproduce, modify, and disclose such Provider IP for Agency purposes, including operations, reporting, compliance, audit, and funding requirements during the course of this contract and will cease, except for future auditing requirements, at the end of the term of this contract.

Provider will provide to the Agency access to reports and data specific to this Agreement, including underlying data and supporting documentation, as necessary for the Agency to comply with applicable law and in connection with federal, state and local transit funding efforts, public records requests, and audits, upon request of the Agency during the term of the Agreement and within a reasonable period of time after the end of the Agreement. All Reports and data will be provided at no additional charge to the Agency and in a mutually agreeable electronic format.

11. **Term, Ramp-Up, and Expansion**.

11.1. Term. The Term of this SOW shall be coextensive with the Term of the Agreement, unless terminated earlier in accordance with the Agreement.

11.2. Program Ramp-Up. Provider shall use commercially reasonable efforts and coordination with START and other key community stakeholders to commence and expand the program to a maximum of six (6) vanpool groups over the first twelve months of the program, as demand and participation allow.

11.3. Expansion and Scaling. Provider shall manage program expansion, including the formation of new vanpools, participant enrollment, vehicle allocation, and associated services, in accordance with this SOW.

12. Performance Standards/Service Levels.

12.1. Service Availability. Provider shall ensure that Vehicles and program services are available in sufficient quantity and condition to meet Participant needs, including 24/7 roadside assistance for Participants while operating a Vanpool Program Vehicle.

12.2. Response Times. Provider shall respond to participant service requests, complaints, or vehicle issues promptly, and shall resolve critical safety or operational issues within 24 hours of notification.

12.3. Remedies and Corrective Action. Provider shall implement corrective actions for any deficiencies in service levels, program compliance, or participant experience as requested by the Agency.

IN WITNESS WHEREOF, the parties have executed this Statement of Work under the Vanpool Services Agreement as of May __, 2026.

Teton County, Wyoming

____

By: Mark Newcomb
Its: Chair

Attest: ___________________________________
Maureen E. Murphy, Clerk of Teton County

Town of Jackson

____

By: Arne O. Jorgenson
Its: Mayor

Attest: _______________________________
Riley Hovorka, Town Clerk

ENTERPRISE Rent-A-Car Company of UT, LLC

By: ________________________________
Name: ______________________________
Title: _____________________________
Date: _____________________________

APPENDIX A- FEDERAL REQUIREMENTS

Enterprise agrees to comply, to the extent applicable, with the following clauses incorporating by reference federal requirements, as they may be amended in subsequent statute or regulation. The requirements identified in this Appendix, do not apply to independent vanpool participants (i.e., individuals who are not employees or contractors of ENTERPRISE).

1. **Lobbying.** Enterprise agrees to comply, to the extent applicable, with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 49 C.F.R. Part 20, 2 C.F.R. § 200.450, and 2 C.F.R. Part 200, Appendix II, § (I), including the submission of any required certification(s) or disclosure(s). Enterprise shall include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.

2. **Civil Rights and Equal Opportunity Clause.**

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

   b. ***Nondiscrimination.*** In accordance with federal transit law at 49 U.S.C. § 5332, Enterprise agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, age, sexual orientation, or parental status. In addition, Enterprise agrees to comply with applicable federal civil rights laws, implementing regulations, guidance, and other requirements FTA may issue as they may be subsequently amended.

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

   d. ***Nondiscrimination on the Basis of Age***. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human

Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and federal transit law at 49 U.S.C. § 5332, Enterprise agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.

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

f. ***Nondiscrimination on the Basis of Sex in Education Programs***. In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, Enterprise agrees that it will not discriminate on the basis of sex in any Education Programs or Activities receiving federal financial assistance.

g. Enterprise shall include the substance of this clause in all agreements or subcontracts with contractors, and subcontractors at every tier, including this requirement to flow down the clause.

3. **Clean Air and Water.** Enterprise agrees:

   a. It will not use any facilities listed on the U.S. EPA "List of Violating Facilities";

   b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";

   c. It will report violations of use of prohibited facilities to FTA; and

   d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

   e. It will include the substance of this clause in all agreements or subcontracts in excess of $150,000 with subcontractors at every tier, including this requirement to flow down the clause.

4. **Procurement of Recovered Materials.** Enterprise agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with, to the extent applicable, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. Where the value of an EPA designated item exceeds $10,000 and this clause is applicable, Enterprise shall include the substance of this clause in all agreements or subcontracts with subcontractors at every tier that includes the procurement of the EPA designated item, including this requirement to flow down the clause.

5. **Suspension and Debarment**.

   a. Enterprise agrees that: (1) Enterprise will comply with and require that its subrecipients, contractors, and subcontractors comply with Subpart C of 2 C.F.R. Part 180, as supplemented by

2 C.F.R. Part 1200; and (2) pass the requirement to comply with Subpart C of 2 C.F.R. Part 180 to each entity with whom it enters into a covered transaction at the next lower tier, except as authorized by—

i. Executive Orders 12549 and 12689;

ii. 2 C.F.R. Part 180 and 2 C.F.R. § 200.213;

iii. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200;

iv. Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. § 6101 note, and;

v. Other applicable federal laws, regulations, requirements, or guidance regarding participation with debarred or suspended recipients or third-party participants.

b. Enterprise will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. Part 1200.

6. **Bonus or Commission.** Enterprise affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Agreement or Underlying Agreement.

7. **Trafficking in Persons.**

a. Enterprise agrees that it and its employees that participate on the Enterprise Vanpool Program at issue in the Agreement may not:

i. Engage in severe forms of trafficking in persons (as defined by 22 U.S.C. § 7102), during the period of time that the Agreement is in effect;

ii. Procure a commercial sex act (as defined at 22 U.S.C. § 7102) during the period of time that the Agreement is in effect, or

iii. Use forced labor in the performance of the Agreement or subagreements thereunder.

b. Enterprise agrees to comply and assures the compliance of each subrecipient, with federal requirements and guidance, including:

i. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and

ii. The terms of this section 4.g, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. Part 175, per U.S. OMB's direction.

c. Enterprise agrees to, and assures that each subrecipient or subcontractor will:

i. <u>Provide Information</u>. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

ii. Flow-down. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.

8. **Record Retention.** Enterprise will—

   a. Record Retention. Enterprise will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

   b. Retention Period. Enterprise agrees to comply with the applicable record retention requirements in 2 C.F.R. § 200.333. Enterprise shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto

   c. Access to Records. Enterprise agrees to provide sufficient access to FTA and FTA's duly authorized representatives to inspect and audit Enterprise's directly pertinent records and information related to performance of this Agreement as reasonably may be required.

   d. Access to Sites of Performance. Enterprise agrees to permit FTA and its contractors access to the sites of performance of this Agreement, and any Amendments thereto, as reasonably may be required.

   e. National Transit Database. Enterprise, to the extent applicable, agrees to report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. Parts 625 and 630.

9. **Disadvantaged Business Enterprise ("DBE").** To the extent authorized and required by applicable federal laws, regulations, or requirements, Enterprise will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" ("DBEs"), as follows:

   a. Enterprise shall not discriminate on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, sexual orientation, or parental status in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third-party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. Part 26.

   b. Enterprise shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by ENTERPRISE to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

   c. Enterprise agrees to pay its subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Agency makes to Enterprise.

d. Enterprise agrees to make prompt and full payment of any retainage kept by Enterprise to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

e. Enterprise agrees to make available to the Agency upon request a copy of all DBE subcontracts.

f. Enterprise agrees not to intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by 49 C.F.R. Part 26, or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 49 C.F.R. Part 26.

g. Enterprise agrees that it will use appropriate alternative dispute resolution mechanisms to resolve payment disputes and to flow this requirement down to its subcontractors.

h. Enterprise agrees to require any contractors, and subcontract that will award sub-agreements or subcontractors exceeding $250,000 in a federal fiscal year to comply with the requirements of this Clause, including this requirement to flow down the clause.

10. **Awards Involving Commerce – Fair Labor Standards Act**. Enterprise agrees to comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, to the extent that the FLSA applies.

11. **No Federal Government Commitment or Liability to Third Parties.** Enterprise agrees that—

a. The federal government does not and shall not have any commitment or liability related to this Agreement, to any third-party participant at any tier, or to any other person or entity that is not a party (FTA or the recipient) to the Underlying Agreement, and

b. Notwithstanding that the federal government may have concurred in or approved any solicitation or third-party agreement at any tier that may affect this Agreement, the federal government does not and shall not have any commitment or liability to any third-party participant or other entity or person that is not a party (FTA or the recipient) to the Underlying Agreement.

12. **Safe Operation of Motor Vehicles.**

a. <u>Seat Belt Use</u>. Pursuant to Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), ENTERPRISE is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Enterprise or Agency.

b. <u>Distracted Driving</u>. Pursuant to (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, Enterprise is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Enterprise owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

13. **Charter Services.**

a. Enterprise agrees that it will not provide charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

   i. Federal transit laws, specifically 49 U.S.C. § 5323(d);

   ii. FTA regulations, "Charter Service," 49 C.F.R. Part 604;

   iii. Any other federal Charter Service regulations; or

   iv. Federal guidance, except as FTA determines otherwise in writing.

b. Enterprise agrees that it will include the substance of this clause in each subcontract that may involve operating public transit services.

14. **School Bus Operations.** Enterprise agrees that neither it nor any third-party Participant will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance.

15. **Substance Abuse.** To the extent Enterprise is engaged in operations requiring compliance with 49 C.F.R. Part 655, Enterprise agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 665, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [NAME OF STATE], or TRANSIT AGENCY, to inspect the facilities and records associated with implementation of the required drug and alcohol testing program and to review the testing process. To the extent applicable, Enterprise agrees to certify annually its compliance with Part 665 before [INSERT DATE] and to submit the Management Information System reports before [INSERT DATE PRIOR TO MARCH 15] to [INSERT RESPONSIBLE AGENCY OFFICIAL AND TITLE]. To the extent applicable, Enterprise shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," published annually in the Federal Register, to certify compliance.

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

17. **Program Fraud Civil Remedies.**

a. Enterprise acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, Enterprise certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Enterprise further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Enterprise to the extent the federal government deems appropriate.

b. Enterprise also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Enterprise , to the extent the federal government deems appropriate.

c. Enterprise agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. **Buy America Act.**

If applicable, Enterprise agrees to comply with Buy America Act, 49 U.S.C. § 5323(j), as implemented by 49 C.F.R. Part 661, or certain of the requirements of the FTA public interest waiver, or the Federal Highway Administration ("FHWA") Buy America Act, 23 U.S.C. § 313, as implemented by 23 C.F.R. § 635.410 subject to any existing waivers.

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

TETON COUNTY WYOMING
BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

SUBMITTING DEPARTMENT: Town & County Administration **PRESENTERS**: Tyler Sinclair and Jodie Pond

MEETING DATE: June 1, 2026

SUBJECT: Fiscal Year 2027 Joint Department/Division Budget Review

STATEMENT/PURPOSE

The purpose of this meeting is for the Town Council and the Board of County Commissioners to continue discussion and provide direction on the Fiscal Year 2027 (FY27) Joint Department/Division and Board recommended budgets.

BACKGROUND/ALTERNATIVES

At the April 28, 2026, Special Joint Meeting the Boards were given a presentation, discussed and identified additional information to be presented at a future meeting on the following Joint Department/Division and Board budgets:

- Energy Conservation Works
- Travel and Tourism Board
- Jackson Hole Airport
- Fire/EMS & Emergency Management
- Parks & Recreation
- Parks & Recreation
- START
- Housing
- Long Range Planning
- Transportation/Pathways
- Other
- Joint Discussion

The Boards also approved the FY27 Budgets for the Jackson Hole Airport and Travel and Tourism as presented.

At the May 12, 2026, Special Joint Meeting the Boards discussed and gave direction on the following items in the Joint Requested Budgets for FY2027.

The following items were discussed and agreed upon by both bodies:

- Supported Fire/EMS - Division Chief of Training/Wildfire FTE - $196,925
  - Update – County removed $75,000 vehicle request, will be placed in a future year.
- Did not support a START Employee wage adjustment for full-time operators - $126,000
- Supported professional services to assist in a Comprehensive Plan update - $100,000
- Supported a total professional service budget for Transportation of - $200,000
- Both Boards approved the Energy Conservation Works revised budget including an increase for contract employee wages equal to the 6% recommended for Town and County staff

The Boards are not in agreement on the following items.

- Parks and Recreation Public Engagement FTE - $115,805
  - County supports the position, Town does not.

    - If County moves forward, County will need to fund the total amount for the position.
- Joint Planning split at 60% County and 40% Town per Joint Funding Memorandum of Understanding (MOU).
    - County Administrator recommended a funding split at 54% County ($166,530) and 46% Town ($141,859).
    - Town recommends funding per MOU at 60% County ($185,033) and 40% Town ($123,356).
    - $18,503 difference
- Parks and Recreation - Karns Meadow Phase 2 - $2,530,000
    - County does not support funding.
    - Town recommends joint funding per the MOU or returning Parks and Recreation fund balance to proceed as a Town only project.
- Parks and Recreation - Phil Baux Park Playground Replacement - $400,000
    - County does not support funding.
    - Town recommends funding per MOU or returning Parks and Recreation fund balance to proceed as a Town only project.

Each Board discussed the above items separately at independent meetings. Options for the Boards to consider are:

- Agree to jointly fund these items;
- Each Board may choose to fund these items 100% individually; or
- Items are not funded by either Board and are removed from the proposed budgets.

<u>Parks and Recreation Fund Balance and River Management Program</u>
Below staff describes the current and projected Parks and Recreation fund balance:

- Approximate Beginning Fund Balance: $8,013,000
- Approximate Required Reserve Amount: $1,500,000
- <u>FY27 Capital minus 2 parks: $1,113,000</u>
- Approximate Ending Fund Balance: $5,400,000
- Estimated River Management Balance: $1,200,000 - $1,400,000 to the County
    - Actual amount will be calculated upon completion of FY26 audit; all expenditures shall be calculated for the River Management program including but not be limited to total compensation, capital, vehicles, etc.
- Estimated Remaining Fund Balance: $4,000,000 - 4,200,000
    - 54% County: $2,160,000 - $2,268,000
    - 46% Town: $1,840,000 - $1,932,000

Town does not approve setting aside $3M for future pool repairs as previously discussed and requests the Town portion of the fund balance be returned (46%) after the 2026 fiscal year audit is complete pursuant to the JPA. This will be calculated subject to the County's Special Revenue Fund Balance Policy. Town has been paying into the fund at 46% until FY26 when it changed to 43%.

County staff brought up the River Management Program at the May 12, 2026, meeting. In 2016, The County created the program to install a permitting system that manages river use and maintain river access. This resulted in annual recurring expenditures and permit revenue that was approved and allocated through the overall Parks and Recreation budget. The County approved a new FTE (03172-Adding-a-New-Position-FTE-for-a-Natural-Resources-Coordinator) at their March 17, 2026 BCC meeting and intends to move the River Management Program to a new separate fund outside of the Parks and Recreation fund beginning in FY27. The FY27 budget reflects this move. Staff are currently reviewing how to reconcile prior River Management activity since it was a County only program within the Parks and Recreation special revenue fund. Staff propose to move forward to reconcile for this change after the completion of the FY26 County audit, please see above for estimated reconciliation.

Please see the attached presentation for further information regarding these items.

This is the last scheduled joint meeting for discussion of the FY27 Joint Budgets. The Boards should identify for discussion any additional items they would like to have the Boards consider for inclusion in the Recommended Budget. The Town and County will adopt their FY2027 Joint Departments separately pursuant to their individual public notice and adoption schedules. Should items remain pending, the Boards can discuss and amend the budget during FY27.

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

Fiscal impact varies based on direction received today.

STAFF IMPACT

Town and County staff have spent hundreds of hours preparing the recommended budgets.

LEGAL REVIEW

N/A

ATTACHMENTS

PowerPoint Presentation

RECOMMENDATION

Provided in the proposed Fiscal Year 2027 Budget documents.

SUGGESTED MOTION

None at this time.

Joint Meeting
Fiscal Year 2027
Joint Budget Review
June 1, 2026

Purpose

- The purpose of this meeting is for the Town Council and the Board of County Commissioners to continue discussion and provide direction on the Fiscal Year 2027 Joint Department/Division and Board recommended budgets.

Today’s Agenda

1. Staff Introduction
2. Public Comment
3. Confirm Previously Agreed to Items
4. Discuss/Confirm Previously Not Agreed to items
5. Discuss Parks and Recreation Fund Balance
    - River Management Program
6. Additional Items for Joint Discussion and Direction

Background

- Joint Meeting April 28
- Joint Meeting May 12

- Approved FY 2027 Budgets for Energy Conservation Works, Travel and Tourism Board and Jackson Hole Airport

Public Comment

Joint Department Summary – Agreed to Items

Item	County		Town	
Fire - Division Chief of Training/Wildfire	$109,246	Yes	$86,755	Yes
START - Wages	$52,500	No	$35,000	No
Planning - Professional Services Comp Plan	$60,000	Yes	$40,000	Yes
Transportation - Prof Services Multiple Items	$120,000	Yes	$80,000	Yes

Key Question

Do the Boards concur with the Joint Department Summary for Agreed to Items as presented for inclusion in the FY2027 Budget?

Joint Department Summary – Not Agreed to Items

Item	County		Town	
P&R - Public Engagement FTE	$69,483	Yes	$46,322	No
Joint Planning Split 60/40		?		Yes
Karns Meadow	$1,518,000	No	$1,012,000	Yes
Phil Baux Park	$240,000	No	$160,000	Yes

Joint Department Summary – Not Agreed to Items

- Each Board discussed the above items separately at independent meetings. Options for the Boards to consider are:
  - ❑Agree to jointly fund these items;
  - ❑Each Board may choose to fund these items 100% individually; or
  - ❑Items are not funded by either Board and are removed from the proposed budgets.

Key Question

How do the Boards choose to proceed with the Joint Department Summary Not Agreed to Items for inclusion in the FY2027 Budget?

- Parks and Recreation Public Engagement FTE
- Joint Planning split at 60% County and 40% Town per Joint MOU
- Parks and Recreation - Karns Meadow Phase 2
- Parks and Recreation - Phil Baux Park Playground Replacement

Parks and Recreation Fund Balance

Proposed Use of Fund Balance for Fiscal Year 2027

- Approximate Beginning Fund Balance: $8,013,000
- Approximate Required Reserve Amount: $1,500,000
- FY27 Capital minus 2 parks: $1,113,000
- Approximate Ending Fund Balance: $5,400,000
- Estimated River Management Balance: $1,200,000 - $1,400,000 to the County
- Estimated Remaining Fund Balance: $4,000,000 - 4,200,000
  - 54% County: $2,160,000 - $2,268,000
  - 46% Town: $1,840,000 - $1,932,000

River Management Program

- County staff brought up the River Management Program at the May 12, 2026, meeting.
- In 2016, The County created the program to install a permitting system that manages river use and maintain river access.
- This resulted in annual recurring expenditures and permit revenue that was approved and allocated through the overall Parks and Recreation budget.
- The County approved a new FTE at their March 17, 2026 BCC meeting and intends to move the River Management Program to a new separate fund outside of the Parks and Recreation fund beginning in FY27.
- The FY27 budget reflects this move.

River Management Program

Staff propose to move forward to reconcile for the River Management program change after the completion of the FY26 County audit, please see above for estimated reconciliation amount.

Parks and Recreation Fund Balance

- **Town requests 46% of fund balance be returned**
- **This will be calculated per 15% reserve Special Revenue Fund Balance Policy after FY26 audit completed**

Key Question

Do the Boards concur with reconciling the River Management Program as recommended by staff?

Additional Amendments

- Boards will be asked whether there are any additional items to be discussed for inclusion in the Recommended Joint Budgets.

Next Steps

- This is the last scheduled joint meeting for discussion of the FY27 Joint Budgets.
- The Town and County will adopt their FY2027 Joint Departments separately pursuant to their individual public notice and adoption schedules.
- Should items remain pending, the Boards can discuss and amend the budget during FY27.

Thank You