START Board Regular Meeting

June 25, 2026
3:30 PM - 5:30 PM
Hybrid - Teton County Commissioners Chambers and Zoom

I. Zoom Information

A. https://us02web.zoom.us/j/81857442832?pwd=hrX97dTvbw8qofjBln7gDAWZQ8Bjhs.1
Webinar ID: 818 5744 2832/ Passcode: 83001

B. The START Board reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to the START Board by emailing: info@startbus.com

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

A. Call to Order

B. Roll Call

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

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

B. Selena Humphreys regarding commuter bus WiFi, received via email

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

A. Approval of Minutes
   1. May 28, 2026, Regular Meeting

B. E-Ink Display Contract with Urban Solar

V. DISCUSSION ITEMS AND/OR ACTION ITEMS (3:45-5:00)

A. <u>DISCUSSION/ACTION ITEMS:</u>
   1. Budget Update FY27 - Mike Toronto
   2. WYDOT Grant Update - Mike Toronto
   3. Director's Update - Mike Toronto
      i. Commuter Marketing Campaign
      ii. WYTRANS Conference

VI. MATTERS FROM THE BOARD (5:00 - 5:30)

A. Teton Valley Liaison Report – Jade Krueger

B. Town Liaison Report – Kevin Regan

C. County Report – Wes Gardner

D. Star Valley Liaison Report - Vacant

E. Matters from Board Members

VII. ADJOURNMENT (5:30 PM)

VIII. TIME AND PLACE FOR NEXT MEETING

A. Next Regular Meeting: Thursday July 23, 2026, from 3:30 PM – 5:30 PM Teton County Commissioner's Chambers

B. Please use the URL below to join the webinar: https://us02web.zoom.us/j/81857442832?pwd=hrX97dTvbw8qofjBln7gDAWZQ8Bjhs.1

C. Webinar ID: 818 5744 2832 / Passcode: 83001

Public Comment for 6/25/26 START Board Meeting sent via email

To the START Board of Directors,

I am submitting this public comment regarding the advertised "Free WiFi" service on START buses, specifically on the Teton Valley commuter route.

I regularly commute between Victor and Wilson to work at Teton Raptor Center. Despite repeated attempts over many months, I have never been able to successfully use the onboard WiFi. This issue is unrelated to carrier service, as it is nonfunctional even in downtown Victor. I have documented unsuccessful connection attempts and have spoken with numerous fellow riders who report the same experience.

After raising this issue, I spoke with Operations Director Jason Pitts, who explained that the WiFi shares bandwidth with the onboard computer system and that START is exploring equipment upgrades and consulting with vendors regarding possible solutions.

I appreciate that START is now working toward a fix. However, I was surprised to learn from Jason that this was a known issue and no action was taken until I voiced my concern, and WiFi continued to be advertised as a benefit of riding the bus despite known problems with the service. If a service is being promoted to riders, it should be available and functional.

Reliable WiFi is more than a convenience. For commuters, it can transform travel time into productive time. Not all riders have unlimited cellular data plans or the ability to use personal hotspots, and riders should not have to incur additional costs to access a service that is being advertised as part of the transit experience.

START's mission is to provide convenient, affordable, service-oriented transportation that improves quality of life in our region. Functional onboard WiFi directly supports that mission by improving accessibility, enhancing the rider experience, and making public transit a more attractive alternative to driving.

I encourage the Board not to view WiFi as an expendable amenity. If START believes WiFi is valuable enough to advertise as a benefit of riding the bus, then I believe it is valuable enough to budget for, maintain, and deliver reliably.

Thank you for your time and consideration.

Sincerely,

Selena Humphreys
Victor, Idaho

6/23/2026

START Board Regular Monthly Meeting Minutes

May 28, 2026
3:30 PM – 5:30 PM

Hybrid – Teton County Commissioners Chambers and Zoom

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B. The START Board reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to the START Board by emailing: info@startbus.com

II. OPENING (3:30 PM – 3:35 PM)

A. Call to Order
- Chair Eisen called the meeting to order at 3:30 pm.

B. Roll Call
- START Board: LizAnn Eisen– In-person (Chair), Kristin Unruh – Virtual (Vice-Chair & Treasurer), Steve Grossman (Secretary) – In-person, Julien Hass – In-person, Ty Hoath – In-person, Meghan Quinn – In-person, Will Roscoe – In-person
- Liaisons: Wes Gardner – In-person (Teton County Liaison), Kevin Regan – Absent (Town of Jackson Liaison), Jade Krueger -- Absent (Teton Valley Liaison)
- Staff: Mike Toronto – In-person (START Director), Jason Pitts – In-person (START Ops Manager), Susan Purcell – In-person (Assistant Town Attorney), Chris McDonough – In-person (START Service Planner), Ann McClure – In-person (START Admin Asst)
- Other: Charlotte Frei (Regional Transportation Planning Administrator) – In-person

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

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

IV. CONSENT AGENDA (3:40 PM – 3:45 PM)

A. Approval of Minutes
1. April 30, 2026, Regular Meeting

Motion made by Meghan Quinn, seconded by Steve Grossman, to accept the consent agenda as presented. All in favor. Motion passes unanimously.

V. DISCUSSION ITEMS AND/OR ACTION ITEMS (3:45 PM – 5:00 PM)

A. <u>DISCUSSION/ACTION ITEMS:</u>
1. Budget Update FY27 – Mike Toronto
   i. Director Toronto made staff comment. Board held discussion with staff. No action was taken.
2. Discussion and Approval of The START Five Year Transit Development Plan (TDP) – Mike Toronto

i. Director Toronto made staff comment presenting the TDP that contained two Scenarios of a Recommended Network Route Plan and a proposed Fare Policy. Board held discussion with staff.

Motion made by Ty Hoath, seconded by Will Roscoe, to approve Scenario 1 of the Recommended Network Route Plan and direct staff to proceed with implementation planning for deployment by the beginning of FY 2028.
Vote: Grossman in favor. All others opposed. The motion failed.

Motion made by Roscoe, seconded by Julien Hass, to approve Scenario 2 of the Recommended Network Route Plan and direct staff to proceed with implementation planning for deployment by the beginning of FY 2028.
Vote: Grossman opposed. All others in favor. The motion carried.

Motion made by Roscoe to adopt a modified fare structure from the fare policy included in the TDP for implementation beginning FY 28. The motion failed for lack of a second.

Motion made by Hoath, seconded by Eisen, to adopt the proposed fare structure presented in the TDP for implementation by the beginning of FY 2028.
Vote: Eisen, Hoath, Hass, and Unruh in favor. Quinn, Roscoe, and Grossman opposed. The motion carried.

Motion made by Hass, seconded by Quinn, to approve the Final Transit Development Plan, reflecting the Board's prior approval of Scenario 2 of the Recommended Network Route Plan and adoption of the proposed fare structure, and direct its submission to the Town Council and Board of County Commissioners for review, approval, and adoption.
Vote: Grossman opposed. All others in favor. The motion carried.

3. Director's Update – Mike Toronto
   i. Director Toronto made staff comment highlighting recent ridership trends. Board held discussion with staff. No action was taken.

VI. **MATTERS FROM THE BOARD** (5:00 PM – 5:30 PM)

A. Teton Valley Liaison Report – Jade Krueger -- absent
B. Town Liaison Report – Kevin Regan – absent
C. County Report – Wes Gardner
   1. Commissioner Gardner made comment.
D. Star Valley Liaison Report - Vacant
E. Matters from Board Members
   1. Julien Haas proposed the Board consider a letter to the Town Council and County Commissioners regarding expectations for rider and public conduct when interacting with START staff. Board members held discussion. No action was taken.
   2. Steve Grossman raised a question regarding the application of the fare and service policy to proposed operating plan for FY 2027. Director Toronto and Board Counsel Susan Purcell addressed the question.

VII. **ADJOURNMENT (5:30 PM)**

6/23/2026

Motion to adjourn at 5:35 PM made by Hass, seconded by Hoath. Vote shows all in favor. The motion carried.

<u>TIME AND PLACE FOR NEXT MEETING.</u>

Next Regular Meeting: Thursday June 25, 2026, from 3:30 PM – 5:30 PM Teton County Commissioner's Chambers

Please use the URL below to join the webinar:

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Webinar ID: 818 5744 2832 / Passcode: 83001

____

Ann McClure Date
START Administrative Assistant (Minutes Editor)

The undersigned duly qualified and acting secretary of the Southern Teton Rapid Transit Board certifies that the foregoing is a true and correct copy of the minutes approved at a legally convened meeting of the Southern Teton Area Rapid Transit Board.

____

Steve Grossman, Secretary Date

STAFF Report

Meeting Date:	6/25/26	Meeting Title:	Regular
Submitting Department:	START	Presenter:	Mike Toronto, Director
Agenda Item:	Purchase of E-Ink Displays	Public Comment:	Yes

Contract with Urban Solar

- ***Purpose*: Purchase E-Ink Displays for three bus stop locations: Stilson, Teton Village, and Miller Park. This purchase was approved in the FY 26 Budget and re allocation to the Fy 27 budget through the normal budget process. This purchase has federal dollars attached to it with $100,000 coming from the FTA and $25,000 from the local match. This purchase is part of the 5339-25-FTA-366 agreement.**
- ***Term*: one time purchase**
- ***Cost and Payment Terms*: Cost not to exceed $96,990, unless external market influences increase cost then the purchase will not exceed the allowed grant amount of $125,000.**
- ***Department & Budget Detail*: This item is included in the Departmental budget for the Bus Shelter 211-3911-59239-411 line item.**
- ***Notable Condition*: This is a contract for a one-time purchase of E-Ink displays. These displays will provide real-time arrivals and departures of buses.**

Motion: I move to approve the Contract with Urban Solar for the one-time purchase of E-Ink Displays, subject to minor changes from staff.

Prepared by

Mike Toronto, Transit Director

DIGITAL SIGNAGE DISPLAY SYSTEM PURCHASE AGREEMENT

This Digital Signage Purchase Agreement ("**Agreement**") is made by and between Southern Teton Area Rapid Transit, a joint powers board of the State of Wyoming ("**START**"), and Urban Solar, a ________________corporation ("**Contractor**"). This Agreement incorporates START's General Terms and Conditions, as amended from time to time, which are attached hereto as Exhibit A and incorporated herein by this reference.

WHEREAS, START desires to purchase digital information display systems for certain START bus stops.

WHEREAS, on December 23, 2025, START issued a Request for Proposals ("**RFP**") for proposals from qualified firms to design, fabricate, and install a coordinated system of bus stop signage and schedule display infrastructure, including e-Ink displays; on January 22, 2026, Contractor submitted a bid proposal; and following review of submissions, START selected Contractor as the successful respondent for the e-ink display system portion only of the RFP ("**E-Ink Digital Display Systems**").

WHEREAS, Contractor desires to furnish the E-Ink Display Systems to START in accordance with this Agreement.

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. CONTRACT DOCUMENTS

This Agreement consists of the following, which are incorporated herein by this reference:

a. Request for Proposals No. 26-12 of START/Town of Jackson, Wyoming;
b. Contractor's Response to RFP #26-12 dated January 22, 2026 for E-Ink Display Systems;
c. Contractor's Final Price Proposal for Response to RFP #26-12 dated January 22, 2026 (this Price and the Response in 1(b) are collectively referred to herein as "Contractor's Proposal");
d. Wyoming Rural Public Transit Program FY 2025 Subrecipient Agreement No. 5339-25-FTA-366 between Wyoming Department of Transportation, Local Government Coordination Office and START;
e. Requirements of the Federal Transit Administration, including applicable master agreement terms and
f. START General Terms and Conditions.

If there is a conflict between any of the Contract Documents and this Agreement, including any Contractor terms not expressly agreed to by START, the terms and conditions of this Agreement shall control.

2. TERM OF THIS AGREEMENT.

This Agreement shall become effective on the date executed below by START's Board Chair ("Effective Date"). Unless earlier terminated in accordance with the START General Terms and Conditions, the term of this Agreement shall continue for one (1) year from the Effective Date.

3. SCOPE OF GOODS AND/OR SERVICES

Contractor agrees to provide START with the following hardware and software, in accordance with Contractor's Proposal:

a. 13 E-Ink Display Systems (includes a 13" battery powered e-paper display in vandal resistant housing and mounting hardware; polycarbonate screen protector, standard text to speech accessibility)
b. One year software license for display software from Axentia Technology ("Axentia")
c. Set up and install of Axentia software in each E-Ink Display System.

4. COST AND PAYMENT

Contractor agrees to provide START E-Ink Display Systems at the following rate per system and total cost:

a. Cost not to exceed $6,595.00 for each E-Ink Display System.
b. Cost for one time software set up and data integration fee, plus 1 year Axentia Technologies ("Axentia") service license and content management not to exceed $11,255.00.
c. Total cost not to exceed $96,990.00, includes shipping/delivery to START.

Payment for the initial purchase shall be made within thirty (30) business days after delivery and acceptance of the E-Ink Display Systems by START.

5. SOFTWARE LICENSE RENEWAL.

a. The parties acknowledge that the E-Ink Display System hardware purchased under this Agreement requires an active Axentia software license and/or subscription service in order to operate as intended. Contractor shall provide the required software license and support services for the initial one (1) year term of this Agreement, the cost of which is included in the contract price set forth in Section 3 herein.
b. Upon expiration of the initial term, START may, in its sole discretion and subject to lawful appropriation of funds, elect to renew, extend, or re-purchase the Axentia software license and related support services for additional renewal terms. Contractor agrees that any such renewal shall be offered on commercially reasonable terms and conditions, including pricing consistent with pricing offered by Contractor or Axentia to similarly situated public transit agencies and governmental customers for substantially similar software licenses and support services. Upon request, Contractor shall provide reasonable documentation supporting the basis for renewal pricing. Contractor shall provide START with written notice of renewal pricing and all material renewal terms no later than one hundred twenty (120) days prior to expiration of the then-current software license term. If Contractor loses the right to provide, support, sublicense, maintain, or renew the Axentia software, Contractor shall promptly notify START and shall, at its sole expense, cooperate with START to facilitate a transition to an alternative software provider.
c. Contractor represents that it possesses all rights necessary to provide the software licenses, support services, and any sublicenses required under this Agreement. Contractor shall remain fully responsible for performance of its obligations under this Agreement regardless of whether software, hosting, maintenance, support, or other services are provided by a third-party licensor, subcontractor, reseller, or service provider.
d. Nothing in this Agreement shall obligate START to renew the software license or enter into a future agreement beyond the initial term. Failure of START to renew the Axentia software license after the initial term shall not be deemed a default under this Agreement.
e. To the extent permitted by Axentia and applicable licensing rights, START shall retain a non-exclusive, perpetual right to continue using the last version of the software lawfully provided to START prior to expiration or termination of support services, solely as necessary to operate the purchased hardware. Contractor shall identify in writing any third-party licensing restrictions that would limit such continued use prior to execution of this Agreement.
f. Contractor shall not remotely disable, deactivate, materially impair, or restrict operation of the hardware or any software lawfully licensed to START, except as expressly authorized in writing by START.
g. If Contractor ceases supporting the software or becomes unable to perform its support obligations, START may engage third parties to maintain, modify, support, or interface with the software and hardware to the extent permitted by applicable law and licensing rights.
h. Contractor acknowledges that START is purchasing the hardware in reliance upon the continued availability of software necessary to operate the E-Ink Digital Display System. If, within five (5) years following the Effective Date of this Agreement, the software is discontinued, Contractor loses the right to provide or renew the Axentia software, or Axentia refuses to make renewal licenses available to START on commercially reasonable terms, Contractor shall cooperate in good faith with START to

provide a functionally equivalent replacement solution, facilitate a direct licensing arrangement with Axentia, or implement another mutually acceptable transition solution designed to preserve the intended functionality of the hardware.

6. DELIVERY REQUIREMENTS

Delivery of the E-Ink Display Systems shall occur no later than eighteen (18) weeks after the Effective Date, unless an alternative delivery date is agreed to in writing by both parties. Risk of loss or damage shall remain with Contractor until the E-Ink Display Systems are delivered and accepted by START. Contractor shall deliver the E-Ink Display Systems to the following address 55 Karns Meadow Drive, Jackson Wyoming. Delivery shall be made during normal business hours unless otherwise approved by START.

7. INSPECTION AND ACCEPTANCE

START shall have fifteen (15) business days after delivery to inspect the E-Ink Display Systems. E-Ink Display Systems not conforming to this Agreement and all Contract Documents may be rejected and returned at Contractor's expense. Contractor shall promptly replace or repair any non-conforming E-Ink Display Systems at no additional cost to START.

8. REPRESENTATIVES/KEY PERSONNEL

a. START hereby designates the Transit Director, Mike Toronto, phone:307.733.4521, ext.1650, email: mtoronto@jacksonwy.gov, to act as its representative for the performance of this Agreement. START's representative shall have the power to act on behalf of START for all purposes under this Agreement. If for any reason START's representative is unavailable to execute performance under this Agreement, START further agrees to provide written notice, in accordance with this Section, of an alternate representative authorized to act on behalf of START.
b. Contractor hereby designates Eric Bracke, phone: 250.361.1148, email: eric@urbansolarcorp.com, as its representative to act its representative to oversee the performance of this Agreement. Contractor's representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. If for any reason Contractor's representative is unavailable to execute performance under this Agreement, Contractor further agrees to provide written notice, in accordance with this Section, of an alternate representative authorized to act on behalf of Contractor.
c. Contractor represents and warrants that the Axentia software and licensing services required for operation of the E-Ink Display System shall be commercially available and supported during the term of this Agreement. In the event Contractor or Axtentia: (a) ceases business operations; (b) becomes insolvent or subject to bankruptcy, receivership, or similar proceedings; (c) discontinues or materially reduces support for the software or licensing services; or (d) otherwise fails to provide the software services necessary for operation of the E-Ink Display System, Contractor shall, at no additional cost to START, cooperate in good faith with START to transition the system to substitute software or services, including providing reasonable technical assistance and export of START data and configurations in a commercially standard format.

9. 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:

Town:
Town of Jackson
Attn: Transit Director
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Contractor:
Urban Solar
Attn: Eric Bracke
____
____
Email: eric@urbansolarcorp.com

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision

10. .AUTHORITY TO EXECUTE

It is acknowledged that the parties hereto have the authority to enter into this Agreement, that none are bound by any previous agreement that adversely affects this Agreement, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.

11. ENTIRE AGREEMENT; AMENDMENT

The parties agree that this Agreement, including all Contract Documents, reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

12. GOVERNING LAW; JURISDICTION; CONSTRUCTION

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

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

START:	URBAN SOLAR
By:____	By:____________________________
Title: Liz Ann Eisen, Board Chair	
Date: _______________________________________	Title: __________________________
ATTEST:	Date: _________________________
By:____	
Title: Steve Grossman, Secretary	
Date: _______________________________________	

START - GENERAL TERMS AND CONDITIONS

(For Use With Agreements Having Term of Less Than One Year)

The following General Terms and Conditions ("Terms") shall govern and form an integral part of all agreements, transactions, services, and engagements between the parties, unless otherwise expressly agreed in writing.

ARTICLE 1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them. The following definitions shall apply throughout these Terms:

Agreement means the written contract, purchase order, statement(s) of work, exhibits, attachments, specifications, amendments, and all other documents incorporated by reference therein, together constituting the entire agreement between the parties.

Contractor means the individual, firm, company, corporation, partnership, or association entering into the Agreement with START, providing the services, deliverables, or goods under the Agreement. Wherever used in these Terms, the term "Contractor" shall also refer to Contractor's employees, agents, subcontractors and consultants.

County means Teton County, Wyoming, a political subdivision of the State of Wyoming.

START means Southern Teton Area Rapid Transit, a joint powers board established under the Wyoming Joint Powers Act, W.S. § 16-1-101 et seq., pursuant to a Joint Powers Agreement entered into by and between the Town and the County, to operate a transportation system and facilities.

Town means the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming.

Work means all labor, services, deliverables, materials, equipment, software, documentation, and other obligations required of Contractor under the Agreement.

ARTICLE 2. CONTRACT ORDER OF PRECEDENCE

In the event of any conflict, ambiguity, or inconsistency among the documents comprising the Agreement, the conflict shall be resolved in the following order of precedence, with the higher-ranking document controlling:

1. The executed Agreement, including any amendments or change orders;
2. Any exhibits or attachments expressly incorporated into the Agreement (including Statement(s) of Work or other project specifications);
3. These Terms;
4. Contractor's proposal, quotation, or other pre-award submission documents, but only to the extent expressly accepted by START.

ARTICLE 3. START CONTRACT ADMINISTRATION

A. Board Chair. START's Board Chair shall be identified by name on the Agreement signature page. The Board Chair shall have the sole authority, subject to the START Joint Powers Agreement and Wyoming state law, to execute the Agreement, amend and terminate it.

B. Contract Administrator. The START Transit Director will serve as the contract administrator who will be responsible for adherence to the Agreement, evaluating performance, adhering to project milestones, managing renewals or completion stages, and, as needed, modifying the Agreement with change orders.

C. Technology Project Manager. The Town IT Director will serve as the Technology Project Manager under the Agreement.

ARTICLE 4. EFFECTIVE DATE

The Effective Date of the Agreement is the date of START Board Chair's signature on the Agreement signature page, unless otherwise specifically provided in the Agreement. The Agreement shall remain in effect until terminated or closed in accordance with the Agreement. The Agreement shall be considered closed after all Work has been accepted by START and Contractor has received final payment; provided, however, that certain terms and conditions shall, by their nature, survive closing or termination of the Agreement.

ARTICLE 5. PRICING AND PAYMENT

A. Pricing. Contractor shall provide the goods and/or services at the prices, rates, and compensation amounts set forth in the Agreement. Such compensation shall constitute full compensation for all labor, materials, equipment, supervision, overhead, profit, taxes, delivery, and all other costs necessary to perform the Work required under the Agreement. In consideration of Contractor's satisfactory performance of the Work in full compliance with the Agreement, START shall pay Contractor in accordance with the pricing and payment provisions set forth in the Agreement. START shall not pay Contractor for any Work performed prior to the

Effective Date.

B. Invoices. Contractor shall submit invoices in a form acceptable to START and in accordance with the invoicing instructions, if any, set forth in the Agreement or as provided by the START Contract Administrator.

C. Payment. START shall pay undisputed amounts properly invoiced by Contractor within the time period required by applicable law or, if no such period applies, within thirty (30) days after receipt and approval of the invoice. Payment shall not constitute acceptance of defective or nonconforming goods or services, nor shall payment waive any rights or remedies available to START under the Agreement or applicable law.

D. Disputed Amounts. START may withhold payment of any disputed or unsupported amounts pending resolution of the dispute. START shall notify Contractor of the basis for any disputed invoice amount, and the parties shall work in good faith to resolve such dispute promptly.

E. Tax Exemption. START is a political subdivision of the State of Wyoming. START is exempt from Wyoming State sales and state-collected sales taxes. START is also exempt from any local sales and use tax levied by a city that specifically exempts political subdivisions from payment of such sales and use taxes.

ARTICLE 6. DELIVERY; INSPECTION; ACCEPTANCE

A. Delivery of any supplies or goods required by the Agreement shall be FOB destination, unless otherwise specified in the Agreement. Inspection and acceptance by START will be at shipping destination, unless otherwise provided. Risk of loss shall remain with Contractor until tender of delivery, installation, if applicable, and acceptance of supplies or goods by START. Time is of the essence with respect to Contractor's delivery obligations.

B. Where START rightfully rejects or revokes acceptance of supplies or goods, the risk of loss shall be deemed to have remained continuously with Contractor from the beginning. When supplies or goods are delivered, certificates or releases signed by the Contract Administrator are understood to be a simple acknowledgement of receipt of supplies or goods and do not constitute acceptance by START of the condition of the materials in whole or in part. START reserves the right to return supplies or goods delivered in advance of any prescribed delivery schedule.

C. If the supplies or goods delivered by Contractor pursuant to the Agreement fail to conform to the requirements of the Agreement, START shall have the right to reject such supplies or goods. Supplies or goods that have been delivered and rejected may be returned to Contractor for replacement, correction, reimbursement, or credit as START may direct; any rejected supplies or goods are at Contractor's risk and expense. Packaging and handling expenses incidental thereto and applicable transportation cost shall be payable by Contractor. Upon non-acceptance, repudiation or rejection of any supplies or goods, START shall not be liable for any profit Contractor would have made, nor for incidental damages. If, after notice of rejection, Contractor fails to promptly replace or correct such rejected items, such items may be replaced or corrected by START at the expense of Contractor

D. No variation in the quantity of any item called for by the Agreement will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in the Agreement. Variations in quantity not meeting these criteria may render the tender of delivery nonconforming.

ARTICLE 7. NEW MATERIAL

Unless the Agreement specifies otherwise, Contractor represents that the supplies, goods and components are new, (not used nor reconditioned) and are not of such age or so deteriorated as to impair their usefulness or safety.

ARTICLE 8. WARRANTY

A. Contractor expressly warrants that all goods and services covered by the Agreement shall conform to the specifications, drawings, samples, or other description upon which the Agreement is based; conform to industry standards generally accepted for similar goods and services; are fit and sufficient for the purposes intended; merchantable; are of good material and workmanship and free from defects; and are free of any claim of any third party. For any software, hardware, or technology-related deliverables, Contractor further warrants that such deliverables shall be free from viruses, malicious code, disabling devices, or hidden functions that may impair functionality or security.

B. Inspection and acceptance or use of the goods or services furnished hereunder shall not affect Contractor's obligation under these warranties, and such warranties shall survive inspection and acceptance and use. Any inspection, acceptance or payment for goods and services by START shall not constitute a waiver by START of any warranties. These warranties shall run to START, its successors, and assigns.

C. Contractor represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Work or the furnishing of the labor, services, supplies, goods, material, or equipment as specified in the Agreement. All goods and services supplied shall conform to commercially reasonable standards. All personnel assigned by Contractor to perform services to be furnished hereunder shall be capable, skilled, qualified, and competent to perform such services. START may require Contractor to remove from START property any employee, agent, or representative of Contractor or any of its subcontractors that START deems incompetent, careless, or negligent. Contractor further represents and warrants that the prices negotiated for the Agreement are a complete and correct statement of Contractor's prices for furnishing the goods and services required by the Agreement and are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or smaller amounts.

D. If Contractor is required to correct or re-perform defective or nonconforming services, it shall be at no cost to the START, and any services corrected or re-performed by Contractor shall be subject to this Article to the same extent as Work initially performed. If Contractor fails or refuses to correct or re-perform, START may, by contract or otherwise, have an alternative contractor correct or re-perform the defective or nonconforming services and shall charge to Contractor the cost occasioned to the START thereby, or make an equitable adjustment in the price set forth in the Agreement. If defective or nonconforming services are not required by START to be corrected or re-performed, START shall nevertheless make an equitable adjustment in the price set forth in the Agreement.

E. The surety for faithful performance bond, if any, required by the Agreement is liable on its bond for all obligations of Contractor, including warranty provisions.

ARTICLE 9. CLOSING PROCEDURES AND FINAL PAYMENT

A. Contract Closing Procedures. Upon Contractor's satisfactory performance of the Work in full compliance with the Agreement, or upon termination of the Agreement, whether for convenience or default, the Contract Administrator shall provide Contractor with a closing statement.

B. Final Payment. Prior to final payment under the Agreement, and as a condition precedent thereto, Contractor shall execute and deliver all closing documents, if any, to START. Upon final payment, the Agreement shall be considered closed; provided, however that certain provisions of the Agreement and these Terms shall, by their nature, survive termination.

ARTICLE 10. CHANGE ORDERS AND CONTRACT AMENDMENTS

A. Change Orders. The Contract Administrator may, by written order signed by the Administrator and Contractor, authorize changes within the general scope of the Agreement, including changes to the Work, technical specifications, delivery requirements, milestones, or time for performance, provided that such Change Order (i) does not materially alter the nature or purpose of the Agreement, (ii) does not cause the total compensation payable under the Agreement to exceed the approved price; and (iii) does not increase the time for performance by more than thirty (30) calendar days .

B. Contract Amendments. Any change, including a change described in the preceding paragraph, that causes an increase in the Agreement price; increases the time allowed for performance of any part of the Work under the Agreement by greater than thirty (30) calendar days; or otherwise materially affects any terms or condition of the Agreement shall not be effective unless made by a written contract amendment signed by START's Board Chair and Contractor.

ARTICLE 11. PERFORMANCE OF WORK

A. Scope of Work. Contractor shall provide the Contract Administrator with the Work set forth in the Agreement, as may be modified pursuant to Article 10 of these Terms.

B. Commencement. Contractor shall not commence performance of Work nor incur any costs for which Contractor intends to seek reimbursement until the Effective Date.

C. Subcontractors. Contractor may subcontract portions of the Work subject to the express written consent of START; provided, however, that Contractor shall remain solely responsible for all Work performed under the Agreement and for the acts and omissions of all subcontractors, suppliers, and lower-tier subcontractors as if performed by Contractor. Contractor shall ensure that each subcontractor complies with all applicable terms of the Agreement and these Terms. No subcontract shall create any contractual relationship between START and any subcontractor or relieve Contractor of any obligation under the Agreement and these Terms.

D. Changes to the Work. Changes to the Work, including changes in scope, schedule, deliverables, technical requirements, or compensation, shall be governed exclusively by Article 10 of these Terms.

E. Costs Incurred by Contractor. Contractor shall immediately notify the Contract Administrator whenever it appears that costs necessary to perform the Work required will exceed the amount authorized by the Agreement. If the Work is performed pursuant to work order, Contractor shall notify the Contract Administrator whenever it appears that costs necessary to perform Work under any work order will exceed the amount authorized by the work order. Contractor shall not incur any costs in excess of authorized amounts without written authorization from the Contract Administrator. If authorization is not forthcoming, Contractor shall not be obligated to continue performance of the Work beyond the authorized amount. Nothing contained herein shall allow Contractor to exceed the total consideration set forth on the Agreement, as amended.

F. Time of Performance.

1. Contractor shall complete the phases of Work in accordance with the agreed-upon work schedule included in the Agreement, Statement(s) of Work or work orders, if any. The work schedule shall include allowances for time required for the Contract Administrator review and approval and for approvals of jurisdictional authorities. Contractor shall not exceed the agreed-upon work schedule, except for reasonable cause and immediate notice to the Contract Administrator of delay or potential delay.
2. If Contractor exceeds the work schedule or fails to timely submit required deliverable items as set forth on the work schedule, START shall have the right to withhold payment, recover actual damages caused by the late submittal, and/or terminate the Agreement in accordance the Termination provisions set forth in these Terms.
3. Contractor shall immediately inform the START Contract Administrator of any delay in the Work that threatens to extend any deadline or timeframe set forth in the work orders or work schedule.

ARTICLE 12. QUALITY OF WORK

A. Contractor shall perform the Work in accordance with all applicable federal, state and local laws, rules, regulations, and ordinances as well as with the prevailing standard of practice normally exercised in the performance of Work of a similar nature and shall bear all costs of such compliance. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Contractor under the Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in deliverable items under the Agreement.

B. Neither the START Contract Administrator's review, approval, or acceptance of, nor START's payment for, the services or goods required under the Agreement shall operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement, and Contractor shall be and remain liable to START in accordance with applicable law for all damages to START caused by Contractor's negligent performance of any of the services furnished under the Agreement.

C. The rights and remedies of START provided for under the Agreement and these Terms are in addition to any other rights and remedies provided by law.

D. If Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 13. MAINTENANCE AND SUPPORT

To be negotiated with Contractor and set forth in the Agreement.

ARTICLE 14. TECHNOLOGY COMPONENTS; BUNDLED HARDWARE AND SOFTWARE

This Article applies only when the procurement includes software, hosted services, firmware, or other integrated technology systems.

A. Contractor Responsible for Integrated Solution. Where goods or services provided under the Agreement include hardware bundled with software, firmware, cloud-based services, subscriptions, hosted applications, or third-party licensed products or components (collectively, "Technology Components"), Contractor shall remain fully responsible for furnishing and supporting a complete and functional integrated solution in accordance with the Agreement. Contractor's obligations shall not be reduced or excused because any Technology Component is manufactured, owned, licensed, hosted, or supported by a third party.

B. Single Point of Responsibility. Contractor shall serve as START's primary point of contact for all matters relating to bundled Technology Components, including delivery, configuration, installation, integration, licensing, updates, maintenance, troubleshooting, warranty support, and resolution of defects or failures. Unless otherwise provided in the Agreement, START shall have no obligation to separately contract with or pursue remedies directly against any third-party provider, licensor, reseller, or subcontractor.

C. Rights to Use Software. Contractor shall secure and provide all licenses, sublicenses, subscriptions, authorizations, and permissions necessary for START's lawful use, operation, maintenance, and administration of the Technology Components for their intended purpose during the term stated in the Agreement. Contractor represents that it has the authority to grant or provide such rights to START.

D. Failure, Discontinuation, or Insolvency of Third-Party Provider. If any third-party software provider, sublicensor, hosting provider, or other technology vendor used by Contractor (i) becomes insolvent or subject to bankruptcy, receivership, or similar proceeding; (ii) ceases operations; (iii) discontinues, materially modifies, suspends, or sunsets the applicable software or service; (iv) terminates Contractor's right to resell, sublicense, or provide access to the software or service; or

(v) otherwise fails to provide support necessary for START's continued use of the Technology Components, Contractor shall, at its sole cost and without interruption to START's operations, promptly:

1. Secure continuation of START's rights to use the affected Technology Component; or
2. Provide a replacement product or service of equal or greater functionality, compatibility, and performance; or
3. Implement a commercially reasonable workaround acceptable to the Contract Administrator and the Technology Project Manager that preserves START's operational use of the system;

Including all migration, data transfer, reconfiguration, integration, training, and related implementation services required for continued START operations.

E. No Additional Cost to START. Any replacement, migration, relicensing, transition support, or corrective action required under this Article shall be provided at no additional cost to START unless expressly approved in writing by START.

F. Data Access and Transition Assistance. Upon expiration, termination, discontinuation, or replacement of any software or hosted service, Contractor shall provide START continued access to START data and, upon request, deliver such data in a commercially usable and industry-standard format. Contractor shall cooperate with START in transitioning to replacement software or services so as to minimize disruption to START operations.

ARTICLE 15. PROFESSIONAL REQUIREMENTS

A. Certification, Registration, and Licensing. Contractor and all persons performing Work under this Contract on behalf of Contractor shall be certified, registered or licensed as may be required by applicable state and federal laws governing the particular field of services required or as may otherwise be required by the Agreement.

B. Professional Associations. Contractor may, with the prior written consent of the Contract Administrator, join with it in the performance of the Agreement any other duly licensed or registered contractors with whom it may in good faith enter into an association. In the event there is a dissolution of a professional association, other than by death of a member, START shall designate which former member shall continue with the Work and may make all payments thereafter falling due in connection with the Work directly to the person or persons so designated and without being required to look to the application of payments as among former members. In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder.

ARTICLE 16. KEY PERSONNEL AND CONTRACTOR REPRESENTATIVES

The Contractor key personnel listed in the Agreement are considered to be essential to the Work required under the Agreement and those so designated shall personally supervise and control the Work to be performed in the Agreement. Prior to removing any key personnel, Contractor shall notify the Contract Administrator within 14 days of such proposed removal and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Agreement. No substitution of key personnel shall be made by Contractor without the written consent of the START Contract Administrator. In the event that any of the key personnel do leave the employ of Contractor, such key person shall be replaced with personnel possessing substantially equivalent qualifications and experience.

ARTICLE 17. WORK OVERSIGHT BY START

A. START shall have the right to review at all reasonable times any Work prepared by Contractor.

B. Upon substantial completion of the Work, Contractor shall notify the Contract Administrator in writing that the Work, or an identified portion thereof, is ready for review, inspection, testing, or acceptance, as applicable. The Contract Administrator shall thereafter review the Work and notify Contractor of acceptance, partial acceptance, rejection, or required corrective action. If the Contract Administrator determines that any portion of the Work does not conform to the requirements of the Agreement, the Contract Administrator shall provide written notice identifying the deficiencies or nonconformities. Contractor shall promptly correct such deficiencies at no additional cost to START and shall thereafter notify the Contract Administrator when the corrected Work is ready for further review .Any review, inspection, testing, acceptance, partial acceptance, or payment by START shall not constitute a waiver of any rights or remedies available under the Agreement or applicable law.

C. Any approval, review, inspection, direction, or instruction by the Contract Administrator, or any party on behalf of START, in respect to the Work relates only to the results START desires to obtain and shall in no way affect Contractor's independent contractor status or obligation to perform in accordance with this Contract.

ARTICLE 18. OWNERSHIP OF MATERIALS AND DOCUMENTS

A. START-Furnished Materials.

1. START shall make available to Contractor, to the extent permitted by law, all materials and information

collected, compiled, or developed by START staff or consultants necessary to perform under the Agreement. All such material furnished to Contractor shall be used by it only in connection with the performance of the Agreement and title thereto shall at all times remain owned by START. Upon termination or completion of the Agreement, all such material shall be returned promptly to START. Nothing in this Article shall be construed to confer upon START any patent, copyright, license, or other right to use any materials or information not owned by START, unless such right is evidenced by express agreement or by operation of law.

2. Contractor shall indemnify and save and hold harmless START, the Town and the County, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any materials furnished by START under the Agreement.

B. Subject Data Created or Supplied by Contractor.

1. The term "Subject Data" used in this Article means information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. "Subject Data" includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms; and information retained in computer memory, regardless of storage location, methodology, format, or form(s) Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject Data" does not include financial reports, cost analyses, and similar information incidental to performance under the Agreement.
2. All deliverables required under the Agreement, including those in electronic form, prepared by Contractor and Contractor's consultants are Subject Data for use solely with respect to the Work required herein. To the extent permitted by law, START shall be deemed the owner of all Subject Data created under the Agreement.
3. If a court of competent jurisdiction finds Contractor to be the owner of any Subject Data created under the Agreement, START shall automatically be granted a perpetual nonexclusive, royalty-free, and irrevocable license to reproduce and use, and permit others to reproduce and use solely for START's internal use, all Subject Data created under the Agreement solely for the purposes of performing the Work or for future alterations, or additions to the Work. Contractor shall obtain similar nonexclusive licenses from Contractor's consultants consistent with the Agreement. If, and upon the date Contractor is adjudged in default of the Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting START to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Subject Data solely for purposes of completing, using and maintaining the Work, or for future alterations, or additions to the Work.

ARTICLE 19. DUTY TO PROTECT CRITICAL INFRASTRUCTURE AND SECURITY SENSITIVE INFORMATION

A. For the purposes of these Terms, the following terms have the meanings prescribed herein:

1. Critical Infrastructure ("CI") shall mean those systems and assets, whether physical or virtual, so vital to START, the Town, and the County that the incapacity or destruction of such systems and assets would have a debilitating impact on the Town, the County, and START's security, economic security, the public health or safety, or any combination of those matters.
2. Critical Infrastructure Information ("CII") shall mean information, whether physical or virtual, not customarily in the public domain and related to the security of critical infrastructure or protected systems. CII consists of records and information regarding the design, construction, fabrication, maintenance, testing, or operation of CI, whether or not prepared by Contractor. CII shall also include all information specified in Chapter I, Department of Homeland Security ("DHS"), Title 6 C.F.R 29.2 if provided by START to Contractor.
3. Sensitive Security Information ("SSI") is information that is obtained or developed in the conduct of security activities, including research and development. Documents containing SSI are exempt from disclosure under Chapter XII Transportation Security Administration ("TSA"), DHS, Title 49 C.F.R. Parts 15 and 1520. SSI shall have the meaning set forth 49 C.F.R. 1520.5, as amended from time to time.
4. "Authorized Persons" shall include only those persons with a "need to know," as defined in 49 CFR

parts 15 and 1520, and who are authorized by virtue of their necessity to perform as required under the Agreement.

B. Pursuant to Contractor's Work for START under the Agreement, Contractor may be receiving various documents or other records that may contain CII and/or SSI. Contractor may plan, design, build and/or implement CI for START, and any information, whether physical or virtual, created during the development of CI contains either CII or SSI or both.

C. Contractor, by accepting the Agreement with START, agrees that it is responsible for the safe-keeping and non-disclosure of all documents containing CII and/or SSI.

D. Contractor understands the following with respect to any documents, or information therein, that are provided by START, or which come into Contractor's possession pursuant to Contractor's Work for START:

1. Documents containing SSI:
   a. Shall bear a protective marking limiting distribution of these documents, which marking shall not be removed or altered in any way;
   b. Shall be controlled, handled, transmitted, distributed, and disposed of in accordance with 49 CFR 1520.9; and
   c. Shall not be released to the public or other personnel who do not have a valid "need to know" without prior approval in writing by Transportation Security Administration or the Secretary of the Department of Transportation.
2. Documents containing CI and/or CII. These documents are considered by START, the Town and the County to contain information that is vital to the security and safe operation of START and the Town, whether or not these documents are otherwise classified by any other entity or law as containing such information.

E. The use of the terms CI and CII by START does not imply and shall not be construed to compel or imply the Town, the County, or START's participation in any state or federal security reporting program. Contractor agrees to the following with respect to any documents containing SSI or CII that are provided by START, or which come into Contractor's possession pursuant to Contractor's Work for START:

1. Contractor shall not photocopy or transmit electronically any documents containing SSI and/or CII unless strictly necessary for the performance of the Agreement under which the documents were initially distributed to Contractor.
2. Contractor will safeguard these documents and the information therein, to prevent inadvertent disclosure of them by keeping the documents, when not in use, in a secure container, such as a locked desk, file cabinet, or locked room.
3. Contractor shall release these documents or the information therein to Authorized Persons only, such as a party, company, person, organization or entity that expressly serves Contractor's obligations to START under the Agreement with START, as determined by Contractor's employee(s) with appropriate supervisory and decision-making authority.
4. Contractor shall not release these documents or the information therein pursuant to any external request, whether purported to be under the Wyoming Public Records Act or the Freedom of Information Act, without notifying the Contract Administrator and providing the opportunity to protect these documents from disclosure. Contractor shall notify START if a request is made for any documents containing CII and/or SSI if the request is made by anyone not an Authorized Person.
5. Contractor shall notify START as soon as possible, and in no event later than 24 hours, after discovery that either SSI or CII has been disclosed to unauthorized persons. Unauthorized breach of Contractor's security safeguards, whether physical or virtual, that may have allowed unauthorized persons to access CII or SSI shall be deemed a disclosure. Contractor shall notify local police as well as START in the event that any documents containing SSI have been disclosed in the course of theft.
6. The Contract Administrator may request that Contractor take measures to recover information, investigate thoroughly the extent of the breach and potential distribution of SSI and CII. If the breach was due to the fault of Contractor, Contractor shall indemnify START, the Town and the County for all costs resulting from the breach; START may pursue additional legal remedies, as well.
7. Contractor shall return, or destroy, CII and/or SSI documents following the completion or termination of the Agreement. Specifically, upon completion of the Agreement and issuance of final payment to Contractor or under Termination as provided for in these Terms, Contractor may be directed by the Contract Administrator to return to START, or to destroy, all or part of the CII or SSI in the possession of Contractor.
8. If Contractor is authorized to retain all or any portion of CII or SSI received in the course of the

Agreement, whether for ongoing warranty or other Work, Contractor's duty to protect the information pursuant to this Article shall remain in full force and effect.

9. Contractor's duty to protect CII and SSI extends to all Authorized Persons to whom such information has been disseminated by Contractor in assembling the bid or proposal for this Agreement. Contractor is solely responsible for access to, handling and recollection of such information or materials. If CII or SSI is ordered returned or destroyed, Contractor shall ensure that no physical or virtual copies remain in Contractor's possession, or in the possession of any of its Authorized Persons.

F. Contractor shall immediately notify START of any actual or suspected cybersecurity incident affecting START systems, networks, operations, Confidential Information, CII, or SSI, and in no event later than twenty-four (24) hours after discovery. Contractor shall cooperate fully with START in investigating, mitigating, remediating, and responding to any such incident.

G. Where Contractor prepares, develops, designs, builds, or implements CI or SSI for START, any resulting documents created by Contractor containing CII and/or SSI, shall be safeguarded in the storage, transmission, or retention by marking all such information, whether physical or virtual, with a statement that:

1. The information contains SSI and/or CII; and
2. The SSI and/or CII may be disclosed only to Authorized Persons and only for purposes of the performance of the Agreement, making specific reference to the contract number.

H. Contractor agrees that disclosure of CII or SSI to any unauthorized person, whether authorized by Contractor or by theft or negligence, may be considered a breach of the contract. Contractor further agrees that START may seek appropriate legal remedies for any violation of this Article.

I. This Article, and all of the duties and obligations created by it, shall survive completion or termination of the Agreement for so long as the Contractor retains any START documents containing SSI and/or CII.

ARTICLE 20. INSURANCE AND BOND REQUIREMENTS

A. Insurance. Unless otherwise provided in the Agreement, Contractor shall maintain the following insurance:

1. Without limiting Contractor's indemnification of START, the Town, and the County, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work under the Agreement by Contractor, its agents, representatives, or employees, or subcontractors.
    i. Commercial General Liability coverage
    ii. Auto Coverage covering Automobile Liability, "any auto".
    iii. Workers' Compensation insurance as required by the State of Wyoming.
2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
    i. General Liability: $3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    ii. Automobile Liability: $2,000,000 combined single limit per occurrence for bodily injury and property damage.
    iii. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits.
3. Other Provisions: All policies must contain, or be endorsed to contain, the following provisions:
    i. General Liability and Automobile Liability.
        1. The Town, the County, and START, their officers, officials, and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including START's general supervision of Contractor; products and completed operations of Contractor and its subcontractors; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, the County, and START, their officers, officials, and employees.
        2. Contractor's insurance coverage shall be primary insurance as respects the Town, the County, and START, their officers, officials, and employees. Any insurance or self-insurance maintained by the Town, the County, and START, their officers, officials, or employees shall be excess of Contractor's insurance and shall not contribute with it.
        3. Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the Town, the County and START, their officers, officials, or employees.

4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers' Compensation and Employers Liability. The insurer shall agree to waive all rights of subrogation against the Town, the County, and START, their officers, officials, and employees for losses arising from Work performed by Contractor and its subcontractors for START.

4. Acceptability of Insurers. Insurance and bonds are to be placed with insurers with a Best's rating of no less than A+, unless specific prior written approval has been granted by START.

5. Certificates of Insurance.

i. Contractor shall furnish the Town, the County, and START with Certificates of Insurance upon request, copies of which shall be provided to the Contract Administrator within thirty (30) days of written request.

ii. Each insurance policy required by the Agreement shall provide that, if the policy is canceled or if coverage is materially reduced, such cancellation or material reduction shall not be effective for 30 days (10 days in the case of non-payment of premium) after receipt by the Town, the County and START of written notice of such cancellation or reduction.

6. Maintenance of Insurance. If Contractor fails to maintain such insurance as is called for herein, START, at its option, may suspend payment for Work performed and/or may order Contractor to suspend Work at Contractor's expense until a new policy of insurance is in effect.

7. Subcontractors' Insurance. Contractor shall be responsible for setting its own requirements, if any, for the kind and amount of insurance to be carried by its subcontractors, and for enforcing any such requirements. No delay in the Work caused by Contractor's enforcement of its subcontractor's insurance requirements shall be excusable delay hereunder.

ARTICLE 21. INDEMNIFICATION; HOLD HARMLESS

A. Contractor shall defend, indemnify, save and hold harmless START, the Town, and the County, their respective employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and reasonable attorneys' fees, to the extent such claims are caused by any act or omission of, or breach of contract by Contractor, its employees, agents, subcontractors, or assignees pursuant to the terms of the Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by START, the Town, or the County, their employees, agents, other contractors or assignees, or other parties not under the control of or responsible to Contractor.

B. Contractor shall give START immediate notice of any suit or action filed or prompt notice of any claim made against Contractor arising out of the performance of the Agreement. Contractor shall immediately furnish to START copies of all pertinent papers received by Contractor. If the amount of the liability claimed exceeds the amount of insurance coverage, Contractor shall authorize representatives of START to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.

ARTICLE 22. TERMINATION

A. For Convenience. START may, by giving at least 14 days' written notice to Contractor, terminate the Agreement, or suspend performance thereunder, in whole or in part and at any time for START's convenience. Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.

B. For Default. START may declare default in Contractor's performance of any term of Agreement or these Terms by giving 7 days' written notice to Contractor specifying with particularity the basis for such default. Contractor shall deliver a response in writing to the Contract Administrator within 5 days of Contractor's receipt of START's default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If Contractor fails to timely respond to the notice of default, fails to cure the default within a cure period approved by START, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Agreement term, START shall have the right to terminate the Agreement for default by written notice. START is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of Contractor in a written notice. In the event of such termination for default, Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. START may proceed with the Work by contract or otherwise and the additional cost to START of completing the Work shall be deducted from any sum due Contractor. If after termination for default it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for START's convenience. The foregoing shall be in addition to any other legal or equitable remedies available to START.

C. For Non-Appropriation. All obligations of START under the Agreement that require funding are subject to prior appropriations of monies expressly made jointly by the Town Council of the Town and the Board of County Commissioners of County for the purposes of the Agreement. Nothing herein shall be construed by either party as a multiple fiscal year obligation. If funding is not appropriated by the above two bodies, START shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Contractor. START shall remain responsible for all amounts incurred prior to termination hereunder.

D. Suspension of Work. START may suspend the performance of Work by Contractor by giving Contractor 7 days' written notice. Upon Contractor's receipt of notice of suspension of Work, Contractor shall perform no further Work and START will not be required to reimburse Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by START. Contractor shall continue to submit invoices for Work performed. If after 6 months of suspension, START has not given Contractor notice to resume Work, Contractor is entitled to request in writing that START either (i) amend the contract cost set forth in the Agreement or (ii) terminate the Agreement pursuant to "Termination for Convenience." If suspension for more than 6 months is not due in any part to the fault of Contractor, START shall be required to amend or terminate the Agreement. No amendment to the cost set forth in the Agreement shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of the Agreement.

ARTICLE 23. FORCE MAJEURE

A. Neither START nor the Contractor shall be in default by reason of any failure in performance of the Agreement in accordance with its terms if such failure arises out of unforeseeable causes beyond the control and without the fault or negligence of the party; provided, that the party failing to perform shall within 5 days of any such failure, potential delay, or default, notify the other in writing of the causes of the failure, potential delay, or default and the facts relating thereto. Such causes may include, but are not restricted to, acts of God or of the Public Enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the party failing to perform and the other party must have been notified immediately upon learning of the potential delay.

B. If failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of unforeseen causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be deemed to be in default, unless:

1. The supplies or services to be furnished by the subcontractor were obtainable from other sources at a price acceptable to START;
2. START has ordered Contractor in writing to procure such supplies or services from such other sources; and
3. Contractor fails to comply with such order.

C. Upon request of the party being notified, the party failing to perform shall ascertain and communicate the facts and extent of a failure to perform.

D. If START determines that any failure to perform is excusable under this Article, START may revise the schedule of Work and completion therefor, subject to START's rights under the Article herein entitled "Termination."

ARTICLE 24. DISPUTES

A. Except as otherwise provided in the Agreement, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by the Contract Administrator, or their delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in the Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by Contractor shall be paid by Contractor.

D. The duties, obligations, rights, and remedies provided by the Agreement shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

E. Unless otherwise directed by the START Contract Administrator, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

ARTICLE 25. CONFIDENTIALITY

A. In this Article, ***Information*** means all information relating to START that is supplied by or on behalf of START (whether before or after the date of the Agreement), either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with Contractor (which for purposes of this provision shall be deemed to include Contractor's employees and any subcontractors engaged under the Agreement) or which is obtained through observations made by Contractor and such term includes all Work products, deliverables, analyses, compilations, studies and other documents whether prepared by or on behalf of START which contain or otherwise reflect or are derived from such information.

B. Contractor shall maintain the confidentiality of any Information, except that Information may be disclosed or provided by Contractor or its subcontractors:

1. to directors, officers, employees, consultants and agents of Contractor, including accountants, legal counsel and other advisors;
2. to any subcontractors to the extent such Information is necessary for the performance by Contractor of its obligations under the Agreement; or
3. to the extent (i) it is required to disclose such Information pursuant to federal, state or local law or by any subpoena or similar legal process or by any federal, state or local authority exercising jurisdiction over the Contractor; (ii) START confirms in writing that such Information is not required to be treated as confidential; or (iii) such Information is or comes into the public domain otherwise than through any disclosure prohibited by the Agreement; and

provided that, in the cases of paragraphs (1), (2) and (3), the persons to whom such disclosure is made will be informed of the confidential nature of such Information and will so receive such Information subject to the same or similar requirements to maintain confidentiality as contained in the Agreement.

C. Contractor understands that any documents that it supplies to START are subject to public inspection and copying under the Wyoming Public Records Act, unless exempt from public disclosure by law. Contractor agrees that if it considers any such documents to be exempt from public disclosure, it will mark each such document as exempt, identifying the specific provision of law under which Contractor is claiming exemption of such document from public disclosure. Contractor also agrees that, if any action is filed in court seeking disclosure of exempt documents, START may deposit the documents with the court and Contractor will defend in court its designation of the information as exempt from disclosure.

D. Contractor shall not use START technology, data, or Information to perform an illegal act and nor share any password or account access provided exclusively to Contractor. Contractor shall attempt to use or obtain access codes in an unauthorized manner or from another user. Contractor shall not allow non-employees to access START computer systems, unless otherwise specifically allowed by START.

E. Contractor acknowledges that the faithful compliance with this Article is necessary to protect START and that any action inconsistent with this Article or with any START policy and procedure will cause START irreparable and continuing harm. Therefore, Contractor consents to START obtaining a court order to enjoin any action inconsistent with the provisions of this Article without START having to post any bond or security for such order. START may pursue other remedies available to it, all of which are nonexclusive and cumulative.

ARTICLE 26. BANKRUPTCY/INSOLVENCY

Contractor shall promptly notify the Contract Administrator in writing if Contractor becomes insolvent, files a voluntary petition in bankruptcy, has an involuntary bankruptcy petition filed against it that is not dismissed within sixty (60) days, makes a general assignment for the benefit of creditors, has a receiver appointed for a substantial part of its assets, or otherwise ceases to conduct business in the ordinary course. The occurrence of any such event shall constitute grounds for termination of the Agreement by START upon written notice, in whole or in part, if START determines that Contractor's financial condition may impair Contractor's ability to perform its obligations under the Agreement. Termination under this Article shall be without prejudice to any other rights or remedies available to START under the Agreement or applicable law. Contractor shall remain liable for all obligations accrued prior to the effective date of termination, including completion of any deliverables accepted by START and any damages resulting from Contractor's default.

ARTICLE 27. RECORDS RETENTION/AUDIT RIGHTS

A. Contractor shall maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under the Agreement for a period of not less than three (3) years after final payment or longer if required by applicable law or federal funding requirements.

B. Contractor shall provide START, the Federal Transit Administration, the State of Wyoming, and any authorized governmental auditor or investigator reasonable access to such records for purposes of inspection, audit, examination, excerpts, and transcription during normal business hours upon reasonable notice.

C. Contractor shall require all subcontractors performing Work under the Agreement to comply with the requirements of this Article.

ARTCLE 28. NOTICES

Unless otherwise specified in the Agreement, any notice, request, demand, consent, approval, or other communication required or permitted under the 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 in the Agreement, or (iii) when sent by email to the email address specified in the Agreement, 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 in the Agreement, (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.

ARTICLE 29. FEDERAL REQUIREMENTS

Contractor shall comply, and shall require its subcontractors to comply, with all applicable Federal Transit Administration ("FTA") and Wyoming Department of Transportation requirements, including the provisions set forth in Exhibit A, which is incorporated herein by this reference and may be updated from time to time, as well as all applicable federal laws, regulations, guidance, directives, and requirements governing the use of federal transit funds. Contractor acknowledges that federal funding requirements may change during the term of the Agreement. Contractor agrees to execute amendments and provide certifications, assurances, or other documentation reasonably required by Company to ensure continued compliance with applicable federal requirements. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions by any federal department or agency. Contractor shall notify START immediately if its status changes during the term of the Agreement.

ARTICLE 30. INDEPENDENT CONTRACTOR

A. Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be an agent or representative of START, the Town, or the County. Neither Contractor nor any agent or employee of Contractor shall be an employee or servant of START, the Town, or the County. Nothing contained in the Agreement or otherwise creates any partnership, joint venture, or other association or relationship between START, the Town, the County, and Contractor. Any approval, review, inspection, direction or instruction by START or any party on behalf of START in respect to the Work or services of Contractor shall relate to the results START desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status or obligation to perform the Work in accordance with the Agreement. Contractor has no authorization, express or implied, to bind START, the Town, or the County to any agreements, liability, or understanding except as expressly set forth in the Agreement.

B. Contractor shall pay when due all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to Contractor's employees, as well as all sales, consumer, employment, use and similar taxes for the Work or portions of the Work provided by or through Contractor or any subcontractor or vendor or relating to their operations or property. Contractor acknowledges that Contractor and its employees are not entitled to workers’ compensation benefits or unemployment insurance benefits unless Contractor or third party provides such coverage, and that START does not pay for or otherwise provide such coverage. Contractor shall provide and keep in force workers’ compensation (and provide proof of such insurance when requested by START) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Contractor, its employees, and agents.

ARTICLE 31. SUCCESSORS AND ASSIGNS

Contractor shall not assign rights or delegate duties under the Agreement without express, written consent of START. This provision shall not prohibit assignments of the right to payment to the extent permitted by law, provided that written notice of assignment adequate to identify the rights assigned is received by START. Such assignment shall not be valid until received by START and Contractor assumes the risk that START receives such written notice of assignment.

ARTICLE 32 MISCELLANEOUS PROVISIONS

A. Reasonableness of Consent or Approval. Whenever the approval or consent of START is called for under the Agreement and these Terms, START shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals or consent shall not be unreasonably withheld.

B. Section Headings. The headings to the sections of the Agreement and these Terms 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.

C. No Third-Party Beneficiaries. The Agreement and these Terms shall inure to the benefit of and be binding only upon the parties and their successors and assigns. The enforcement of the terms and conditions of the Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties to the Agreement. No other person or entity shall have any claim or right of action as an Agreement beneficiary; all such non-parties shall be incidental beneficiaries only.

D. Entire Agreement; Modification. The Agreement and these Terms represent the entire agreement between START and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written instrument signed by START and Contractor.

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

F. Severability. If any part of the Agreement or these Terms are held by any court of competent jurisdiction to be illegal or in conflict with any federal law or law of the State of Wyoming, the validity of the remaining parts shall not be affected, and the rights and obligations of Contractor and START shall be construed and enforced as if the Agreement or these Terms, as the case may be, did not contain the invalid part.

G. Authority. Each person executing the Agreement expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and to bind the party to the Agreement and these Terms.

H. Jurisdiction and Venue; Construction. These Terms shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with these Terms, 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. The Agreement and these Terms shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

I. Waiver. The waiver of any breach of a contract term shall not be a waiver of any other term, or of the same term upon subsequent breach.

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

K. Survival. The provisions of the Agreement and these Terms that by their nature are intended to survive expiration or termination, including but not limited to indemnification, confidentiality, warranty, ownership of intellectual property, records retention, audit rights, dispute resolution, and governmental immunity, shall survive termination or expiration of the Agreement.

Exhibit A

FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS

The following federal clauses and provisions are incorporated by reference in any contract resulting from this procurement issued by START. Some clauses apply to all contracts, while some only apply to certain activities or dollar thresholds. The application of each clause is included in the following summary of applicable clauses and certifications.

These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Bid or Proposal Forms that may also be incorporated by reference in any contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

1. No Federal Government Obligation to Third Parties

(Applies to all contracts)

START and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to START, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801-3812 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307, 49 USC § 5323(I)

(Applies to all contracts)

The Contractor 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 underlying contract, the Contractor 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 underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 the Contractor to the extent the Federal Government deems appropriate.

The Contractor 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor 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.

3. Access to Records and Reports

(Applies to all contracts)

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to: data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of 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.

4. Changes to Federal Requirements

(Applies to all contracts)

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

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. Civil Rights and Equal Opportunity

(Applies to all contracts)

START is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, START 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.

Upon entering into a contract with START, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

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

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

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

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

6. Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

(Applies to all contracts)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* It is the policy of START to practice nondiscrimination based on race, color, sex, or national origin in the award and administration of all DOT-assisted contracts.

b. The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as START deems appropriate, which may include, but not be 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 under 49 CFR 26.13(b).

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work within ten (10) days after the Contractor's receipt of payment for that work from START. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed and accepted. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by START. This clause applies to both DBE and non-DBE subcontracts.

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

7. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F

(Applies to all contracts)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. The provisions in the Circular include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any STARTrequests, which would cause START to be in violation of the FTA terms and conditions.

8. Safe Operation of Motor Vehicles

23 U.S.C. Part 402, Executive Order 13043, Executive Order 13513, U.S. DOT Order 3902.10

(Applies to all contracts)

The Safe Operation of Motor Vehicles provisions apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or WATA.

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

9. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

2 CFR Part 200.216

(Applies to all contracts)

a. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. START is prohibited from using federal funds to:

1. Procure or obtain
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c. The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

10. <u>Resolution of Disputes, Breaches or Other Litigation</u>

49 CFR Part 18, FTA Circular 4220.1F

(Applies to all contracts over the Simplified Acquisition Threshold, currently $250,000)

BREACH OF CONTRACT: The successful bidder shall be deemed in breach of contract if the successful bidder: fails to comply with any terms of the contract; fails to cure such noncompliance within five (5) calendar days from the date of written notice from START or such other timeframe, greater than five (5) calendar days, specified in the notice; fails to submit a written response to the notification from START within five (5) calendar days after the date of the notice. All notices under the contract shall be submitted by email and followed up with a hard copy by certified mail, return receipt request, to the person specified in the notice.

The successful bidder shall not be in breach of the contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the successful bidder and its subcontractors. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of START in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather (e.g., hurricane).

DISPUTES.

<u>Claims.</u> Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the Executive Director or designee no later than sixty (60) days after final payment. The Executive Director or designee shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the final written decision unless the Executive Director or designee fails to render such decision within the specified time. .

<u>Claims Relief.</u> Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Executive Director or designee may extend the time limit for performance required by the Contract. Any such extension must be issued in writing and signed by the Executive Director.

11. <u>Termination</u>

2 CFR §200.339, 2 CFR part 200 Appendix II (B)

(Applies to all contracts over $10,000 total value if 49 CFR Part 18 applies)

Subject to the provisions below, the Authority upon thirty (30) days advance written notice to the other party, may terminate the contract. Upon receipt of a notice of termination, the Contractor shall cease all work underway on behalf of the Authority unless advised by the Authority to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the Authority and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. <u>Termination for Convenience:</u> In the event that the contract is terminated upon request and for the convenience of the Authority, without the required thirty (30) days advance notice, then the Authority shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Authority for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision and termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the Authority may hold the Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Authority by reason of the Contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

12. Special EEO Provisions for Construction Contracts

(Applies to all contracts over $10,000 total value if 49 CFR Part 18 or 19 indicate that DOL EEOC regulations at 41 CFR Chapter 60 apply)

For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246", relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

13. Government-Wide Debarment and Suspension

2 CFR Part 180 and 1200; 2 CFR § 200.213; 2 CFR part 200 Appendix II(I); Executive Order 12549; Executive Order 12689

(Applies to all contracts and subcontracts at any tier expected to equal or exceed $25,000, or any contract or subcontract at any tier for federally-required audit)

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are not excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR part 180, Subpart C, supplemented by 2 CFR part 1200, and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> *The certification in this clause is a material representation of fact relied upon by START. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to START, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, Subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

START will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

14. Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters

(Applies to all contracts and subcontracts at any tier expected to equal or exceed $25,000, or, any contract or subcontract at any tier for federally-required audit

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify START, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which START is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

- Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and START, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify START, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which START is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with START involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

15. Lobbying

31 U.S.C. § 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J), 49 CFR Part 20

(Applies to any contract or subcontract in excess of $100,000)

All contractors will be required to submit a certification with the following language, as found in 49 CFR part 20, Appendices A and B:

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

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

16. Buy America

49 U.S.C. § 5323(j), 49 CFR Part 661; 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11

(Applies to all purchases of steel, iron, or manufactured products over $150,000. There are additional Buy America provisions for rolling stock)

The Bidder/Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. A-17. The Bidder/Contractor must submit to WATA the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Requirements for rolling stock are set out in 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to WATA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than $150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

17. Clean Air

42 U.S.C. § 7401 – 7671q, 33 U.S.C § 1251-1387, 2 C.F.R. part 200; Appendix II (G)

(Applies to any contract or subcontract in excess of $150,000)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA "List of Violating Facilities." The Contractor will report violations of use of prohibited facilities to FTA and 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).

18. Clean Water

33 U.S.C. 1251-1387

(Applies to any contract or subcontract in excess of $150,000)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 through 1387. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA "List of Violating Facilities." The Contractor shall report any violations to the FTA and the appropriate EPA Regional Office.

19. Cargo Preference Requirements

46 U.S.C. § 55305, 46 CFR, Part 381

(Applies to any contract in which equipment, materials or commodities are transported by ocean vessel)

The contractor agrees:

- to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

- to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

20. <u>"Fly America" Requirements</u>

49 U.S.C. § 40118, 41 CFR Part 301-10; 48 CFR 47.4

(Applies to any contract which involves transportation of persons or property by air between the U.S. and a place outside of the U.S.)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personnel (and their personal effects) or property, to the extent such service is available. In the event that a contractor selects a carrier other than a U.S.-flag carrier for international air transportation, the Contractor shall submit an appropriate statement or memorandum explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

21. <u>Davis-Bacon Act</u>

49 U.S.C. § 5333(a)

(Applies to all prime construction, alteration, or repair contracts over $2,000)

WATA shall place a copy of the current prevailing wage determination in the solicitation. The decision to award a contract will be conditioned upon the acceptance of the wage determination.

Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

22. <u>Contract Work Hours and Safety Standards Act (Construction)</u>

40 U.S.C. §§ 3701 – 3708; 29 CFR Part 5

(Applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers)

The Contractor shall comply with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 - 3708., as supplemented by DOL regulations at 29 C.F.R. Part 5.

Overtime Requirements – The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required.

Withholding for unpaid wages and liquidated damages - WATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth herein.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. Copeland Anti-Kickback Act (Sections 1 and 2)

18 US Code 874; 40 USC 3145; 29 CFR 3 and 5

(Applies to all construction contracts, Section 1, and all prime construction, alteration, or repair contracts over $2,000, Section 2)

Section 1. The Contractor shall induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works that are financed in whole or in part by the United States, to give up any part of the compensation to which he or she is otherwise entitled.

Section 2. The Contractor shall submit a weekly statement of compliance to START with respect to the wages paid each employee performing covered work during the preceding week.

24. Bonding Requirements (Construction)

(Applies to all construction or facility improvement contracts or subcontracts exceeding Simplified Acquisition Threshold, currently $250,000)

The FTA may accept the bonding policy and requirements of START if it is determined that the Federal interest is adequately protected. If START has not proposed alternate bonding requirements and a such a determination has not been made, the following minimum requirement apply:

Bid Bond Requirements

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible financial institution, be issued by a fully qualified surety company acceptable to START and made payable to START. The amount of such guaranty shall be equal to five percent (5%) of the bid price. The bid guarantee is an assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

In submitting this bid, it is understood and agreed by bidder that START reserves the right is to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Recipient.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of its bid within ninety (90) days after the bid opening without the written consent of START, or refuse or be unable to enter into this contract, he shall forfeit his bid guaranty to the extent of STARTs damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense START for the damages occasioned by default, then the undersigned bidder agrees to indemnify START and pay over to START the difference between the bid guaranty and START's total damages, so as to make START whole.

Performance Bond Requirements

A Performance Bond in the amount of one hundred percent (100%) of the contract value is required by SART to secure fulfillment of all the contractor's obligations under the contract. Either a performance bond or an irrevocable Stand-by letter of credit, issued by a fully qualified surety company acceptable to START and made payable to START, shall be provided by the Contractor and shall remain in full force for the term of the contract.

START may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. START may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment Bond Requirements

A Payment Bond in the amount of one hundred percent (100%) of the contract value is required by START to assure payment as required by law of all persons supplying labor and materials in execution of the work under the contract. The bond may be issued by a fully qualified surety company acceptable to START and made payable to START.

25. Seismic Safety Requirements

42 U.S.C. 7701 et seq., 49 CFR Part 41, Executive Order 12699

(Applies to any contract for construction of or addition to a building)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

26. Contract Work Hours and Safety Standards Act – Not Involving Construction

(Applies to any non-construction contract exceeding $100,000)

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

Any records maintained under this section shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

27. Public Transit Employee Protective Arrangements

(Applies to all contracts for transit operations)

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) ("13(c)"):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

28. Charter Bus Operations

(Applies to all contracts for operations and management)

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing 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:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

29. School Bus Operations

(Applies to all contracts for operations and management)

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

30. Drug and Alcohol Testing

49 U.S.C. § 5331, 49 CFR Part 655 and Part 40

(Applies to Contractors Performing Safety-Sensitive Functions in Transit Operations)

FTA provides three options for START to work with the Contractor to implement an effective drug and alcohol testing program. START may modify the options below in determining the best approach for an effective testing program.

Option 1

The Contractor agrees to participate in START's drug and alcohol program established in compliance with 49 CFR Part 655.

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or START, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Wyoming Department of Public Transportation, or START, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

31. <u>Patent Rights and Rights in Data</u>

37 CFR Part 401, 49 CFR Parts 18 and 19, 2 CFR part 200 Appendix II (F)

(Applies ONLY to research projects in which FTA finances experimental, developmental, or research work)

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant START intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

32. Energy Conservation

42 U.S.C. § 6321 et seq., 49 CFR Part 622, subpart C

(Applies to all contracts)

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan for the Commonwealth of Virginia, which is issued in compliance with the Energy Policy and Conservation Act.

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

33. Recycled Products

42 U.S.C. § 6962, 40 CFR Part 247, 2 CFR part 200.322

(Applies to all contracts and subcontracts for items designated by the EPA, where the purchase price exceeds $10,000 or the value of the quantity acquired during the previous fiscal year exceeded $10,000.)

The Contractor agrees to provide a preference, consistent with maintaining a satisfactory level of competition, for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), and U.S. EPA's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

34. Conformance with National Intelligent Transportation Systems (ITS) Architecture

(Applies to contracts funded in whole or in part by the Highway Trust Fund)

All ITS projects shall be based on a system engineering analysis. The systems engineering analysis shall include, at a minimum:

1. Identification of portions of the regional ITS architecture being implemented;
2. Identification of participating agencies' roles and responsibilities;
3. Requirements definitions:
4. Analysis of alternative system configurations and technology options to meet requirements;
5. Analysis of financing and procurement options;
6. Identification of applicable ITS standards and testing procedures; and
7. Procedures and resources necessary for operations and management of the system.

The final design of all ITS projects shall accommodate the interface requirements and information exchanges as specified in the regional ITS architecture.

All ITS projects shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by US DOT.

35. Access Requirements for Individuals with Disabilities

49 U.S.C. § 5301(d); 49 CFR part 27; 28 CFR Part 36

(Applies to all contracts)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractors also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 CFR Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

37. Bus Testing

49 U.S.C. 5318(e), 49 CFR Part 665

(Applies to any contract for the acquisition or lease of any new bus model, or any bus model with a major change in configuration or components)

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

38. Buy America - Rolling Stock

(Applies to any contract for the acquisition of rolling stock)

Requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11 and provide that federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content. These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to START the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than $150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

39. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

49 U.S.C. § 5323, 49 CFR Part 663

(Applies to any contract for the acquisition of rolling stock)

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

40. Federal Motor Vehicle Safety Standards (FMVSS),

49 CFR Part 500

(Applies to any contract for the purchase of vehicles)

The Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

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

Memorandum

To: START Board of Directors
From: Mike Toronto, Transit Director
Date: June 25, 2026
RE: May 2026 monthly recap

Happenings

On June 11th, I met with Rick Howe, CEO of the Chamber of Commerce. At that meeting we discussed how START could partner with the Chamber to reach out to employers and employees to advertise START services and to conduct surveys to better align our schedules to employers and employees' needs. There are diverse tools and communication platforms that the Chamber has as a resource for us to use.

The Stilson Transit center is coming to completion in July. START will begin training out of the center in July. The Center will open in August for the public. START is working with the Town's communication department to put out to the public, especially companies that operate buses for outdoor recreation, a map showing the flow of traffic and where companies can park their vehicles. We've already had issues with tour companies trying to use the center while it is under construction.

June 16th to the 18th, I attended the annual Wyoming Transit Association Conference in Casper, WY. At this conference I received training on reporting, billing, and more how-to's with administering transit grants. While there, we engaged in a discussion with WYDOT on our current funding levels now and in the future. As of current, there is no more funding to be had, and in the future, START should anticipate the same level of reduced funding. This is a new reality being felt across the state. More information will be presented in the Board meeting.

Ridership

Overview and Highlight

Overall ridership May25' / May26'	59,505 / 58,828	Down 1%
Overall ridership Year to Date	515,756	Down 4.39%
Teton Village YTD	233,289	Down 5.80%
Town Shuttle YTD	173,515	Down 3.39%
ADA Ridership May25' / May26'	496 / 378	Down 31.22%
ADA Ridership YTD	1,775	18.35%
On Demand May25' / May26'	8,599 / 11,400	Up 24.57%

P.O. Box 1687 • 55 Karns Meadow Drive • Jackson, WY 83001 • (307) 733-4521 • www.startbus.com

Notable Ridership trends:

Commuter Routes

- Star Valley saw a 10% increase in May 26' over may ridership last year. However, year-to-date ridership is down 1.94%
- Teton Valley saw a 10% decrease in May 26' over May ridership last year. Year to date this service is down 7.77%.
- We do not have all of Junes' ridership in. Regarding the free ride week Staff saw an increase in ridership over the same week last year. Before May 26' staff saw a decrease in ridership on the commuter routes. Since the marketing campaign and the free ride week ridership has increased.

START-on-Demand (SOD)

- In May 2026, SOD ridership was roughly 2,801 riders higher than ridership this time last year
- SOD did operate at approximately 8.1 passengers per hour for the month of May which is .2 less per hour than in February – and 9.5 passengers per hour since project inception.
- SOD average wait time held steady at 10 minutes from April to May.

Financial Report

START is 91.6% of the way through the fiscal year and has spent an aggregated 80% of the budget. During this time, START has spent 82.4% of the Administrative Budget and 79% of the Operating Budget. This is a positive sign that START overall is under budget and trending in a good direction.

Administrative Budget

Some of the high expenditures have been for license agreements for software, professional services from TMD, employee recruitment, and insurance payments – these expenses mainly occur at once towards the beginning of the fiscal year.

Operating Budget

Over budget line items are over due to staffing shortages throughout the fiscal year. The overage in overtime is more than offset by the underage in regular wages for Supervisors and Operators. The Line item for Parts is $58,139 over. Parts' costs are running higher this year – this is offset by fuel being $82,882 under budget. All other month-over-month expenditures are around or below where we expect them to be this time of the year.

Revenue

Commuter fares and passes exceed expectations with some collections reaching over 200% with one month left in FY. START is earning more interest than anticipated. START is behind in fare revenue on the Village routes, this revenue stream is proportionally down compared to ridership.

Capital Update

Request for Proposal (RFP) Update:

- On Demand RFP – Staff received the notice to proceed from WYDOT for this project, award and rejection letters are going out his week. In the award letter, START will notify the provider of our financial situation with WYDOT funding and the prospect that requested work will more than likely be lower.

- Vanpool RFP – The contract was approved by the Town Council and Board of County Commissioners. The contract is out for signatures.

Bus Builds

- Staff are currently working through prebuild agreements with Gillig.

Service Update

Commuter Route Marketing – The successes of the marketing campaign will be presented in the Board Meeting.

Technology Update

No changes

Projects Update

No changes

Copies: Tyler Sinclair, Town of Jackson, Town Manager
Lea Colasuonno, Town of Jackson/START Attorney
Jodi Pond, Teton County, County Administrator
Dr. Charlotte Frei, Jackson/Teton County Regional Transportation Administrator
START Staff

START Ridership Report

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

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

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

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

2022	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'22 vs. '21	
Jan	19,554	62,593	2,370	2,104	-	458	16,057	103,136	36,202	54%
Feb	19,479	59,372	2,048	2,011	-	490	15,431	98,831	38,185	63%
March	21,887	58,905	2,360	1,983	-	566	14,624	100,325	37,947	61%
April	18,327	13,026	2,262	1,781	-	461	6,550	42,407	13,784	48%
May	22,372	4,748	1,995	1,871	-	539	6,539	38,064	12,696	50%
June	27,176	14,083	2,308	2,097	-	493	7,023	53,180	18,380	53%
July	29,195	18,147	2,150	2,116	-	534	10,066	62,208	25,632	70%
August	27,634	17,827	2,377	2,434	-	515	10,347	61,134	25,244	70%
September	25,600	13,410	2,038	2,418	-	422	9,878	53,766	20,723	63%
October	21,545	7,168	1,677	1,890	-	507	7,411	40,198	12,751	46%
November	18,712	9,972	2,181	2,194	-	501	7,006	40,566	15,873	64%
December	27,581	49,580	2,580	2,353	-	563	20,358	103,015	22,982	29%
Totals 2022	279,062	328,831	26,346	25,252	-	6,049	131,290	**796,830**	280,399	54%

START Ridership Report

2023	Town Shuttle	Teton Village	Star Valley	Teton Valley	*AIRPORT*	ADA	START On-Demand	Monthly Total	'23 vs. '22	
Jan	32,229	57,980	2,295	2,446	-	550	24,979	120,479	17,343	17%
Feb	27,699	52,442	2,206	2,203	-	461	22,813	107,824	8,993	9%
March	29,905	49,763	2,710	2,524	-	489	21,511	106,902	6,577	7%
April	20,609	13,018	1,963	2,035	-	474	9,266	47,365	4,958	12%
May	24,642	8,844	2,203	2,409	-	470	9,233	47,801	9,737	26%
June	33,304	17,151	2,150	2,408	-	452	12,605	68,070	14,890	28%
July	35,532	19,425	1,756	2,221	-	462	14,278	73,674	11,466	18%
August	34,250	19,233	1,926	2,290	-	522	14,533	72,754	11,620	19%
September	31,403	15,592	1,903	2,133	-	484	11,783	63,298	9,532	18%
October	27,190	9,350	2,122	2,561	-	440	8,389	50,052	9,854	25%
November	21,267	10,992	1,764	2,363	-	489	7,633	44,508	3,942	10%
December	34,329	58,497	2,687	1,906	1,000	431	19,078	117,928	14,913	14%
Totals 2023	352,359	332,287	25,685	27,499	1,000	5,724	176,101	**920,655**	123,825	16%

2023	Town Shuttle	Teton Village	Star Valley	Teton Valley	*Airport Shuttle Pilot*	ADA	START On-Demand	*Monthly Total*	*GTR Shuttle*	*Monthly Total (plus GTR)*	'23 vs. '22	
January	32,229	57,980	2,295	2,446	-	550	24,979	120,479	7,198	127,677	17,343	*17%*
February	27,699	52,442	2,206	2,203	-	461	22,813	107,824	8,606	116,430	8,993	*9%*
March	29,905	49,763	2,710	2,524	-	489	21,511	106,902	8,161	115,063	6,577	*7%*
April	20,609	13,018	1,963	2,035	-	474	9,266	47,365	2,647	50,012	4,958	*12%*
May	24,642	8,844	2,203	2,409	-	470	9,233	47,801		47,801	9,737	*26%*
June	33,304	17,151	2,150	2,408	-	452	12,605	68,070	765	68,835	14,890	*28%*
July	35,532	19,425	1,756	2,221	-	462	14,278	73,674	1,638	75,312	11,466	*18%*
August	34,250	19,233	1,926	2,290	-	522	14,533	72,754	2,886	75,640	11,620	*19%*
September	31,403	15,592	1,903	2,133	-	484	11,783	63,298	653	63,951	9,532	*18%*
October	27,190	9,350	2,122	2,561	-	440	8,389	50,052		50,052	9,854	*25%*
November	21,267	10,992	1,764	2,363	-	489	7,633	44,508	877	45,385	3,942	*10%*
December	34,329	58,497	2,687	1,906	1,000	431	19,078	117,928	5,647	123,575	14,913	*14%*
Totals 2023	352,359	332,287	25,685	27,499	1,000	5,724	176,101	**920,655**	39,078	**959,733**	123,825	16%

2024	Town Shuttle	Teton Village	Star Valley	Teton Valley	*Airport Shuttle Pilot*	ADA	START On-Demand	*Monthly Total*	*GTR Shuttle*	*Monthly Total (plus GTR)*	'24 vs. '23	
January	36,075	70,724	3,186	2,282	1,998	490	21,777	136,532	8,128	144,660	16,053	*13%*
February	35,416	70,082	2,888	2,464	2,292	473	20,472	134,087	9,748	143,835	26,263	*24%*
March	36,358	61,951	2,682	2,090	2,907	473	19,091	125,552	7,464	133,016	18,650	*17%*
April	28,387	19,967	2,489	2,074	532	416	10,844	64,709	2,652	67,361	17,344	*37%*
May	31,956	9,564	2,365	1,978	-	521	10,538	56,922		56,922	9,121	*19%*
June	38,183	17,234	2,160	1,969	-	433	13,686	73,665	1,312	74,977	5,595	*8%*
July	41,614	20,064	2,216	2,166	-	395	14,735	81,190	2,258	83,448	7,516	*10%*
August	38,974	19,849	2,192	2,164	-	453	14,418	78,050	3,240	81,290	5,296	*7%*
September	36,072	15,930	2,125	2,165	-	376	11,847	68,515	840	69,355	5,217	*8%*
October	32,616	8,747	2,337	2,614	-	399	8,310	55,023		55,023	4,971	*10%*
November	27,060	6,772	1,944	2,009	-	392	7,278	45,455	2,235	47,690	947	*2%*
December	33,044	59,088	2,215	2,357	1,061	409	17,686	115,860	8,512	124,372	(2,068)	*-2%*
Totals 2024	415,755	379,972	28,799	26,332	8,790	5,230	170,682	**1,035,560**	46,389	**1,081,949**	114,905	12%

2025	Town Shuttle	Teton Village	Star Valley	Teton Valley	*Airport Shuttle Pilot*	ADA	START On-Demand	*Monthly Total*	*GTR Shuttle*	*Monthly Total (plus GTR)*	'25 vs. '24	
January	36,881	73,158	2,394	2,858	2,084	447	19,496	137,318	9,146	146,464	786	*1%*
February	34,800	74,868	2,189	2,882	2,122	394	17,150	134,405	9,723	144,128	318	*0%*
March	39,108	67,504	2,634	2,613	1,962	423	18,101	132,345	8,002	140,347	6,793	*5%*
April	31,943	22,951	2,397	2,308	306	414	9,966	70,285	2,948	73,233	5,576	*9%*
May	36,868	9,174	2,025	2,343	-	496	8,599	59,505		59,505	2,583	*5%*
June	37,773	16,545	2,015	2,493	-	409	12,229	71,464	1,162	72,626	(2,201)	*-3%*
July	37,642	19,438	2,237	2,521	-	454	13,693	75,985	1,998	77,983	(5,205)	*-6%*
August	36,601	18,525	1,973	2,414	-	417	14,028	73,958	2,346	76,304	(4,092)	*-5%*
September	34,297	14,436	1,926	2,491	-	437	11,186	64,773	557	65,330	(3,742)	*-5%*
October	33,759	8,937	2,193	2,632	-	394	9,907	57,822		57,822	2,799	*5%*
November	28,475	7,869	1,707	1,880	-	346	8,872	49,149	16	49,165	3,694	*8%*
December	33,969	61,081	2,229	2,275	869	420	17,694	118,537		118,537	2,677	*2%*
Totals 2025	422,116	394,486	25,919	29,710	7,343	5,051	160,921	**1,045,546**	35,898	**1,081,444**	9,986	1%

2026	Town Shuttle	Teton Village	Star Valley	Teton Valley	*Airport Shuttle Pilot*	ADA	START On-Demand	*Monthly Total*	*GTR Shuttle*	*Monthly Total (plus GTR)*	'26 vs. '25	
January	36,842	76,117	2,351	2,633	1,783	372	19,870	139,968	7,599	147,567	2,650	*2%*
February	34,898	71,353	2,235	2,499	2,205	327	17,745	131,262	7,854	139,116	(3,143)	*-2%*
March	36,598	61,597	2,388	2,538	2,072	380	17,675	123,248	5,711	128,959	(9,097)	*-7%*
April	30,721	15,995	2,191	2,201	252	318	10,772	62,450	2,028	64,478	(7,835)	*-11%*
May	34,456	8,224	2,248	2,122	-	378	11,400	58,828		58,828	(677)	*-1%*
June								-		-	(71,464)	*-100%*
July								-		-	(75,985)	*-100%*
August								-		-	(73,958)	*-100%*
September								-		-	(64,773)	*-100%*
October								-		-	(57,822)	*-100%*
November								-		-	(49,149)	*-100%*
December								-		-	(118,537)	*-100%*
Totals 2026	173,515	233,286	11,413	11,993	6,312	1,775	77,462	**515,756**	23,192	**538,948**	(529,790)	-51%

Summary Tables:

Monthly Total - May Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	Annual Total:
2018	34,639	5,769	2,671	2,962	-	422	-	-	46,463
2019	34,349	6,478	2,343	3,340	-	437	-	-	46,947
2020	9,411	510	932	813	-	253	-	-	11,919
2021	14,762	3,800	1,699	1,745	-	482	-	-	22,488
2022	22,372	4,748	1,995	1,871	-	539	6,539	-	38,064
2023	24,642	8,844	2,203	2,409	-	470	9,233	-	47,801
2024	31,956	9,564	2,365	1,978	-	521	10,538	-	56,922
2025	36,868	9,174	2,025	2,343	-	496	8,599	-	59,505
2026	34,456	8,224	2,248	2,122	-	378	11,400	-	58,828

Monthly Comparisons for Each Service Type - May Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	Monthly Variance:
2018 - 2019	(290)	709	(328)	378	-	15	-	-	484
	-0.84%▼	12.29%▲	-12.28%▼	12.76%▲	0.00%▲	3.55%▲	0.00%▲	0.00%▲	1.04%▲
2019 - 2020	(24,938)	(5,968)	(1,411)	(2,527)	-	(184)	-	-	(35,028)
	-72.60%▼	-92.13%▼	-60.22%▼	-75.66%▼	0.00%▲	-42.11%▼	0.00%▲	0.00%▲	-74.61%▼
2020 - 2021	5,351	3,290	767	932	-	229	-	-	10,569
	56.86%▲	645.10%▲	82.30%▲	114.64%▲	0.00%▲	90.51%▲	0.00%▲	0.00%▲	88.67%▲
2021 - 2022	7,610	948	296	126	-	57	6,539	-	15,576
	51.55%▲	24.95%▲	17.42%▲	7.22%▲	0.00%▲	11.83%▲	0.00%▲	0.00%▲	69.26%▲
2022 - 2023	2,270	4,096	208	538	-	(69)	2,694	-	9,737
	10.15%▲	86.27%▲	10.43%▲	28.75%▲	0.00%▲	-12.80%▼	41.20%▲	#DIV/0!	25.58%▲
2023 - 2024	7,314	720	162	(431)	-	51	1,305	-	9,121
	29.68%▲	8.14%▲	7.35%▲	-17.89%▼	#DIV/0!	10.85%▲	14.13%▲	#DIV/0!	19.08%▲
2024 - 2025	4,912	(390)	(340)	365	-	(25)	(1,939)	-	2,583
	15.37%▲	-4.08%▼	-14.38%▼	18.45%▲	#DIV/0!	-4.80%▼	-18.40%▼	#DIV/0!	4.54%▲
2025 - 2026	(2,412)	(950)	223	(221)	-	(118)	2,801	-	(677)
	-7.00%▼	-11.55%▼	9.92%▲	-10.41%▼	#DIV/0!	-31.22%▼	24.57%▲	#DIV/0!	-1.15%▼

YTD Totals for January through May Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	YTD Total:
2018	182,560	320,827	13,946	15,019	-	2,401	-	-	534,753
2019	179,193	344,571	13,856	14,886	-	2,343	-	-	554,849
2020	124,139	263,612	10,508	10,745	-	1,933	-	-	410,937
2021	52,219	134,022	8,186	7,269	-	1,554	-	-	203,250
2022	101,619	198,644	11,035	9,750	-	2,514	59,201	-	382,763
2023	135,084	182,047	11,377	11,617	-	2,444	87,802	26,612	456,983
2024	168,192	232,288	13,610	10,888	7,729	2,373	82,722	27,992	545,794
2025	179,600	247,655	11,639	13,004	6,474	2,174	73,312	29,819	563,677
2026	173,515	233,286	11,413	11,993	6,312	1,775	77,462	23,192	538,948

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

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	Annual Variance:
2018 - 2019	(3,367)	23,744	(90)	(133)		(58)	-	-	20,096
	-1.84%▼	7.40%▲	-0.65%▼	-0.89%▼		-2.42%▼			3.76%▲
2019 - 2020	(55,054)	(80,959)	(3,348)	(4,141)		(410)	-	-	(143,912)
	-30.72%▼	-23.50%▼	-24.16%▼	-27.82%▼		-17.50%▼			-25.94%▼
2020 - 2021	(71,920)	(129,590)	(2,322)	(3,476)		(379)	-	-	(207,687)
	-57.94%▼	-49.16%▼	-22.10%▼	-32.35%▼		-19.61%▼	100.00%▲		-50.54%▼
2021 - 2022	49,400	64,622	2,849	2,481		960	59,201	-	179,513
	94.60%▲	48.22%▲	34.80%▲	34.13%▲		61.78%▲	#DIV/0!		88.32%▲
2022 - 2023	33,465	(16,597)	342	1,867	-	(70)	28,601	26,612	74,220
	32.93%▲	-8.36%▼	3.10%▲	19.15%▲	0.00%▲	-2.78%▼	48.31%▲	0.00%▲	19.39%▲
2023 - 2024	33,108	50,241	2,233	(729)	7,729	(71)	(5,080)	1,380	88,811
	24.51%▲	27.60%▲	19.63%▲	-6.28%▼	#DIV/0!	-2.91%▼	-5.79%▼	5.19%▲	19.43%▲
2024 - 2025	11,408	15,367	(1,971)	2,116	(1,255)	(199)	(9,410)	1,827	17,883
	6.78%▲	6.62%▲	-14.48%▼	19.43%▲	-16.24%▼	-8.39%▼	-11.38%▼	6.53%▲	3.28%▲
2025 - 2026	(6,085)	(14,369)	(226)	(1,011)	(162)	(399)	4,150	(6,627)	(24,729)
	-3.39%▼	-5.80%▼	-1.94%▼	-7.77%▼	-2.50%▼	-18.35%▼	5.66%▲	-22.22%▼	-4.39%▼

Commuter Services - Average Boardings:

		AM	PM
May-21			
Teton Valley		AM	PM
May	TV1	9	14
	TV2	13	18
	TV3	19	7
Star Valley		AM	PM
May	SV1	8	16
	SV2	18	19
	SV3	15	5
Jun-21			
Teton Valley		AM	PM
June	TV1	10	14
	TV2	15	20
	TV3	17	8
Star Valley		AM	PM
June	SV1	7	22
	SV2	23	22
	SV3	18	4
Jul-21			
Teton Valley		AM	PM
July	TV1	9	11
	TV2	13	17
	TV3	14	7
Star Valley		AM	PM
July	SV1	7	22
	SV2	22	18
	SV3	17	4
Aug-21			
Teton Valley		AM	PM
August	TV1	8	13
	TV2	14	20
	TV3	14	6
Star Valley		AM	PM
August	SV1	8	22
	SV2	23	19
	SV3	17	6
Sep-21			
Teton Valley		AM	PM
September	TV1	9	15
	TV2	16	20
	TV3	19	8
Star Valley		AM	PM
September	SV1	8	20
	SV2	20	16
	SV3	13	3
Oct-21			
Teton Valley		AM	PM
October	TV1	9	18
	TV2	11	19
	TV3	24	8
Star Valley		AM	PM
October	SV1	11	21
	SV2	24	18
	SV3	13	5
Nov-21			
Teton Valley		AM	PM
November	TV1	7	15
	TV2	11	16
	TV3	19	4
Star Valley		AM	PM
November	SV1	10	20
	SV2	23	19
	SV3	16	5
Dec-21			
Teton Valley		AM	PM
December	TV1	7	18
	TV2	15	17
	TV3	22	10
Star Valley		AM	PM
December	SV1	13	23
	SV2	28	23
	SV3	16	6

Date:	***Teton Valley Commuter Monthly Avg.***	
2018	2,781.75	12 Months
2019	3,104.75	12 Months
2020	1,766.83	12 months
2021	1,758.83	12 months
2022	2,104.33	12 month
2023	2,291.58	12 month
2024	2,194.33	12 months
2025	2,475.83	12 months
Date:	***Star Valley Commuter Monthly Avg.***	
2018	2,722.83	12 Months
2019	2,807.08	12 Months
2020	1,832.92	12 months
2021	1,998.42	12 months
2022	2,195.50	12 month
2023	2,140.42	12 month
2024	2,399.92	12 months
2025	2,159.92	12 months

START Ridership Report

2022

January 2022			
Teton Valley		AM	PM
January	TV1	8	27
	TV2	16	20
	TV3	22	7
Star Valley		AM	PM
January	SV1	14	24
	SV2	29	26
	SV3	14	6
February 2022			
Teton Valley		AM	PM
February	TV1	10	20
	TV2	16	24
	TV3	25	9
Star Valley		AM	PM
February	SV1	13	22
	SV2	27	25
	SV3	14	4
March 2022			
Teton Valley		AM	PM
March	TV1	9	21
	TV2	17	24
	TV3	24	6
Star Valley		AM	PM
March	SV1	16	25
	SV2	30	28
	SV3	17	7

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

August 2022			
Teton Valley		AM	PM
August	TV1A	12	21
	TV1B	7	0
	TV2	18	24
	TV3	19	9
Star Valley		AM	PM
August	SV1A	11	22
	SV1B	3	0
	SV2	28	26
	SV3	13	6
September 2022			
Teton Valley		AM	PM
September	TV1A	12	25
	TV1B	4	0
	TV2	15	21
	TV3	24	10
Star Valley		AM	PM
September	SV1A	13	19
	SV1B	5	1
	SV2	22	22
	SV3	11	6
October 2022			
Teton Valley		AM	PM
October	TV1A	12	23
	TV2	25	19
	TV3	25	11
Star Valley		AM	PM
October	SV1A	12	22
	SV2	25	22
	SV3	24	9
November 2022			
Teton Valley		AM	PM
November	TV1	11	22
	TV2	23	30
	TV3	26	6
Star Valley		AM	PM
November	SV1	10	24
	SV2	28	24
	SV3	15	5
December 2022			
Teton Valley		AM	PM
December	TV1	10	24
	TV2	24	27
	TV3	24	9
Star Valley		AM	PM
December	SV1	16	28
	SV2	30	26
	SV3	16	8

START Ridership Report

2023

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

July 2023			
Teton Valley		AM	PM
July	TV1	13	24
	TV2	23	21
	TV3	16	8
Star Valley		AM	PM
July	SV1	10	19
	SV2	17	16
	SV3	15	7
August 2023			
Teton Valley		AM	PM
August	TV1	13	25
	TV2	24	20
	TV3	17	6
Star Valley		AM	PM
August	SV1	13	20
	SV2	16	17
	SV3	20	7
September 2023			
Teton Valley		AM	PM
Septmber	TV1	14	25
	TV2	22	19
	TV3	15	8
Star Valley		AM	PM
September	SV1	11	19
	SV2	14	19
	SV3	20	9
October 2023			
Teton Valley		AM	PM
October	TV1	15	24
	TV2	25	22
	TV3	21	8
Star Valley		AM	PM
October	SV1	13	20
	SV2	15	21
	SV3	21	7
November 2023			
Teton Valley		AM	PM
November	TV1	13	26
	TV2	25	21
	TV3	22	9
Star Valley		AM	PM
November	SV1	11	22
	SV2	16	14
	SV3	19	6
December 2023			
Teton Valley		AM	PM
December	TV1	12	21
	TV2	18	16
	TV3	16	9
Star Valley		AM	PM
December	SV1	15	29
	SV2	28	27
	SV3	22	7

START Ridership Report

2024

January 2024			
Teton Valley		AM	PM
January	TV1	14	23
	TV2	20	19
	TV3	22	10
Star Valley		AM	PM
January	SV1	18	32
	SV2	31	27
	SV3	23	9
February 2024			
Teton Valley		AM	PM
February	TV1	17	25
	TV2	24	21
	TV3	22	13
Star Valley		AM	PM
February	SV1	18	32
	SV2	31	28
	SV3	22	10
March 2024			
Teton Valley		AM	PM
March	TV1	12	22
	TV2	21	16
	TV3	19	9
Star Valley		AM	PM
March	SV1	18	30
	SV2	26	24
	SV3	23	7
April 2024			
Teton Valley		AM	PM
April	TV1	12	21
	TV2	19	17
	TV3	18	8
Star Valley		AM	PM
April	SV1	16	26
	SV2	23	22
	SV3	19	8
May 2024			
Teton Valley		AM	PM
May	TV1	10	21
	TV2	18	14
	TV3	16	7
Star Valley		AM	PM
May	SV1	14	27
	SV2	18	18
	SV3	19	7
June 2024			
Teton Valley		AM	PM
June	TV1	22	18
	TV2	15	21
	TV3	14	12
Star Valley		AM	PM
June	SV1	16	26
	SV2	20	18
	SV3	19	9

July 2024			
Teton Valley		AM	PM
July	TV1 - 401	13	22
	TV2 - 402	17	16
	TV3 - 403	18	9
Star Valley		AM	PM
July	SV1 - 301	13	27
	SV2 - 302	20	18
	SV3 - 303	18	7
August 2024			
Teton Valley		AM	PM
August	TV1 - 401	13	23
	TV2 - 402	19	17
	TV3 - 403	17	9
Star Valley		AM	PM
August	SV1 - 301	13	27
	SV2 - 302	20	16
	SV3 - 303	17	6
September 2024			
Teton Valley		AM	PM
September	TV1 - 401	13	29
	TV2 - 402	18	16
	TV3 - 403	21	8
Star Valley		AM	PM
September	SV1 - 301	12	26
	SV2 - 302	21	20
	SV3 - 303	17	7
October 2024			
Teton Valley		AM	PM
October	TV1 - 401	15	28
	TV2 - 402	22	18
	TV3 - 403	21	10
Star Valley		AM	PM
October	SV1 - 301	14	24
	SV2 - 302	21	18
	SV3 - 303	18	6
November 2024			
Teton Valley		AM	PM
November	TV1 - 401	13	23
	TV2 - 402	18	17
	TV3 - 403	19	7
Star Valley		AM	PM
November	SV1 - 301	13	22
	SV2 - 302	17	15
	SV3 - 303	19	7
December 2024			
Teton Valley		AM	PM
December	TV1 - 401	14	27
	TV2 - 402	20	15
	TV3 - 403	22	10
Star Valley		AM	PM
December	SV1 - 301	14	25
	SV2 - 302	21	16
	SV3 - 303	19	7

START Ridership Report

2025

January 2025			
Teton Valley		AM	PM
January	TV1 - 401	17	33
	TV2 - 402	22	18
	TV3 - 403	23	9
Star Valley		AM	PM
January	SV1 - 301	17	24
	SV2 - 302	19	19
	SV3 - 303	20	6

February 2025			
Teton Valley		AM	PM
February	TV1 - 401	18	36
	TV2 - 402	25	21
	TV3 - 403	32	12
Star Valley		AM	PM
February	SV1 - 301	16	30
	SV2 - 302	23	19
	SV3 - 303	18	4

March 2025			
Teton Valley		AM	PM
March	TV1 - 401	15	33
	TV2 - 402	23	18
	TV3 - 403	27	9
Star Valley		AM	PM
March	SV1 - 301	17	36
	SV2 - 302	26	20
	SV3 - 303	21	5

April 2025			
Teton Valley		AM	PM
April	TV1 - 401	14	31
	TV2 - 402	19	15
	TV3 - 403	20	7
Star Valley		AM	PM
April	SV1 - 301	13	29
	SV2 - 302	21	19
	SV3 - 303	22	5

May 2025			
Teton Valley		AM	PM
May	TV1 - 401	13	28
	TV2 - 402	19	17
	TV3 - 403	20	9
Star Valley		AM	PM
May	SV1 - 301	13	22
	SV2 - 302	16	18
	SV3 - 303	19	5

June 2025			
Teton Valley		AM	PM
June	TV1 - 401	14	28
	TV2 - 402	25	20
	TV3 - 403	21	12
Star Valley		AM	PM
June	SV1 - 301	13	25
	SV2 - 302	21	17
	SV3 - 303	19	7

July 2025			
Teton Valley		AM	PM
July	TV1 - 401	15	25
	TV2 - 402	23	19
	TV3 - 403	19	9
Star Valley		AM	PM
July	SV1 - 301	13	26
	SV2 - 302	17	15
	SV3 - 303	20	7

August 2025			
Teton Valley		AM	PM
August	TV1 - 401	16	26
	TV2 - 402	22	20
	TV3 - 403	20	11
Star Valley		AM	PM
August	SV1 - 301	13	25
	SV2 - 302	17	18
	SV3 - 303	18	4

September 2025			
Teton Valley		AM	PM
September	TV1 - 401	13	25
	TV2 - 402	26	18
	TV3 - 403	20	11
Star Valley		AM	PM
September	SV1 - 301	12	24
	SV2 - 302	15	14
	SV3 - 303	17	5

October 2025			
Teton Valley		AM	PM
October	TV1 - 401	13	27
	TV2 - 402	24	18
	TV3 - 403	20	12
Star Valley		AM	PM
October	SV1 - 301	12	27
	SV2 - 302	16	16
	SV3 - 303	19	5

November 2025			
Teton Valley		AM	PM
November	TV1 - 401	12	22
	TV2 - 402	19	14
	TV3 - 403	21	8
Star Valley		AM	PM
November	SV1 - 301	12	24
	SV2 - 302	14	15
	SV3 - 303	18	3

December 2025			
Teton Valley		AM	PM
December	TV1 - 401	15	26
	TV2 - 402	23	15
	TV3 - 403	21	8
Star Valley		AM	PM
December	SV1 - 301	14	26
	SV2 - 302	18	18
	SV3 - 303	18	6

START Ridership Report

January 2026			
Teton Valley		AM	PM
January	TV1 - 401	17	30
	TV2 - 402	22	19
	TV3 - 403	23	10
Star Valley		AM	PM
January	SV1 - 301	15	31
	SV2 - 302	21	17
	SV3 - 303	22	4
February 2026			
Teton Valley		AM	PM
February	TV1 - 401	17	29
	TV2 - 402	22	19
	TV3 - 403	27	10
Star Valley		AM	PM
February	SV1 - 301	14	33
	SV2 - 302	22	19
	SV3 - 303	24	4
March 2026			
Teton Valley		AM	PM
March	TV1 - 401	16	27
	TV2 - 402	18	20
	TV3 - 403	26	9
Star Valley		AM	PM
March	SV1 - 301	13	28
	SV2 - 302	21	18
	SV3 - 303	23	5
April 2026			
Teton Valley		AM	PM
April	TV1 - 401	13	22
	TV2 - 402	15	20
	TV3 - 403	22	8
Star Valley		AM	PM
April	SV1 - 301	11	30
	SV2 - 302	26	17
	SV3 - 303	13	4
May 2026			
Teton Valley		AM	PM
May	TV1 - 401	12	24
	TV2 - 402	12	18
	TV3 - 403	25	9
Star Valley		AM	PM
May	SV1 - 301	12	29
	SV2 - 302	32	18
	SV3 - 303	12	4
June 2026			
Teton Valley		AM	PM
June	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
June	SV1 - 301		
	SV2 - 302		
	SV3 - 303		
July 2026			
Teton Valley		AM	PM
July	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
July	SV1 - 301		
	SV2 - 302		
	SV3 - 303		

2026

Date:	*Teton Valley Commuter Monthly Avg.*	
2018	2,781.75	12 Months
2019	3,104.75	12 Months
2020	1,766.83	12 months
2021	1,758.83	12 months
2022	2,104.33	12 month
2023	2,291.58	12 month
2024	2,194.33	12 months
2025	2,475.83	12 months
2026	2,398.60	5 months
Date:	*Star Valley Commuter Monthly Avg.*	
2018	2,722.83	12 Months
2019	2,807.08	12 Months
2020	1,832.92	12 months
2021	1,998.42	12 months
2022	2,195.50	12 month
2023	2,140.42	12 month
2024	2,399.92	12 months
2025	2,159.92	12 months
2026	2,282.60	5 months

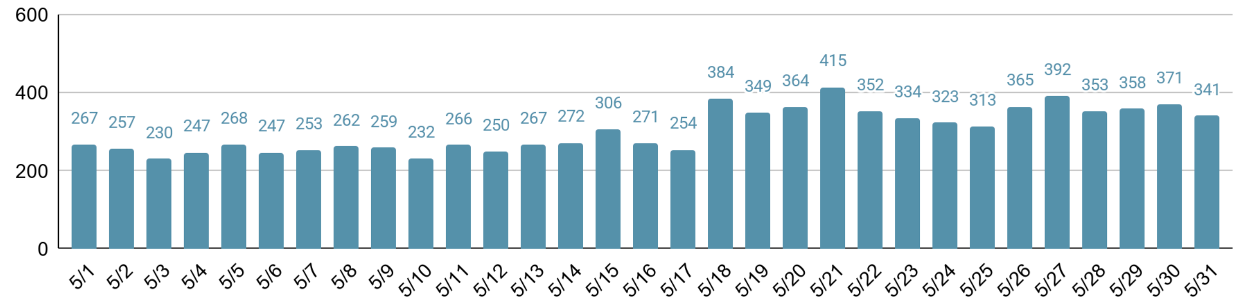
August 2026			
Teton Valley		AM	PM
August	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
August	SV1 - 301		
	SV2 - 302		
	SV3 - 303		
September 2026			
Teton Valley		AM	PM
September	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
September	SV1 - 301		
	SV2 - 302		
	SV3 - 303		
October 2026			
Teton Valley		AM	PM
October	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
October	SV1 - 301		
	SV2 - 302		
	SV3 - 303		
November 2026			
Teton Valley		AM	PM
November	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
November	SV1 - 301		
	SV2 - 302		
	SV3 - 303		
December 2026			
Teton Valley		AM	PM
December	TV1 - 401		
	TV2 - 402		
	TV3 - 403		
Star Valley		AM	PM
December	SV1 - 301		
	SV2 - 302		
	SV3 - 303		

East Jackson Ridership Report

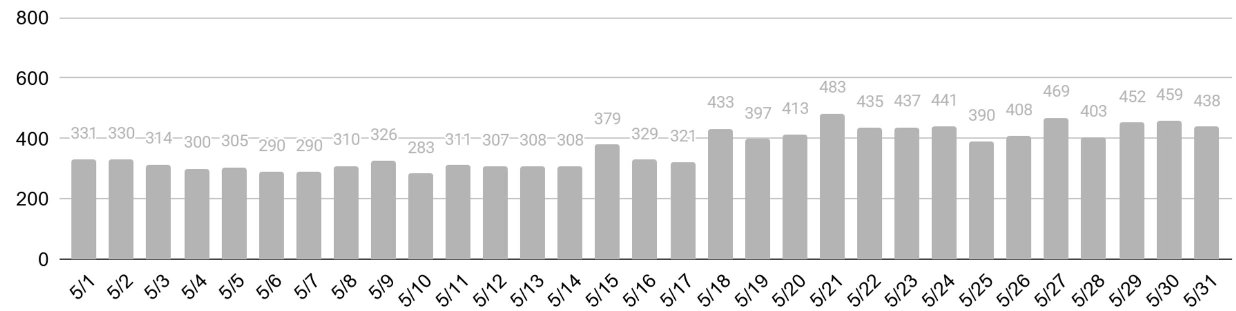
May 2026

Rides: 9,422 / 542,950
Passengers (unlinked passenger trips): 11,400 / 725,007
Vehicle revenue hours: 1,408 / 76,464
Total vehicle hours: 1,623 / 86,388
Vehicle revenue miles: 12,092 / 678,787
Total vehicle miles: 13,648 / 740,181
Passenger miles: 10,553 / 637,464
Unique rider accounts (month / year to date): 952 / 2,701
Passengers per revenue hour: 8.1 / 9.5
Percent of rides shared: 49%
Average wait time: 10 minutes
Average ride time: 6 minutes
Average ride length: 0.9 miles
Average experience rating: 4.9 out of 5
Wheelchair rides: 6
No shows: 174
Percent of rides more than 5 min late to pickup: 8%
(month to date / all time)
Passengers to/from the library: 772
Passengers to/from START: 43

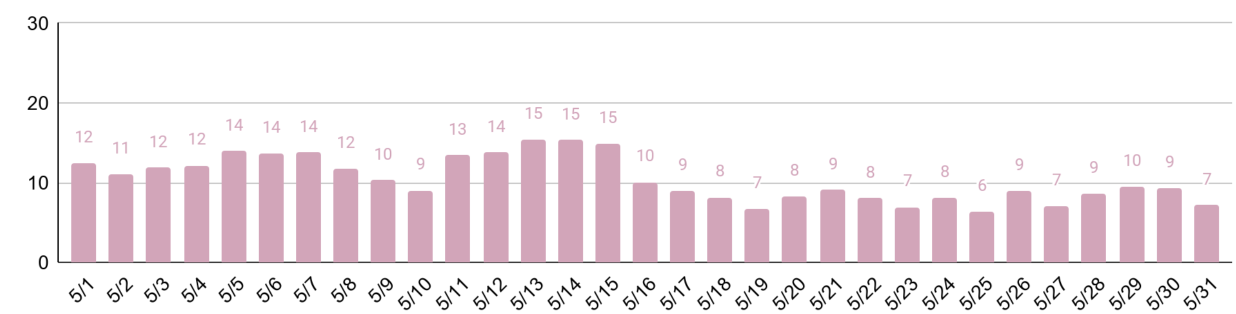
Rides



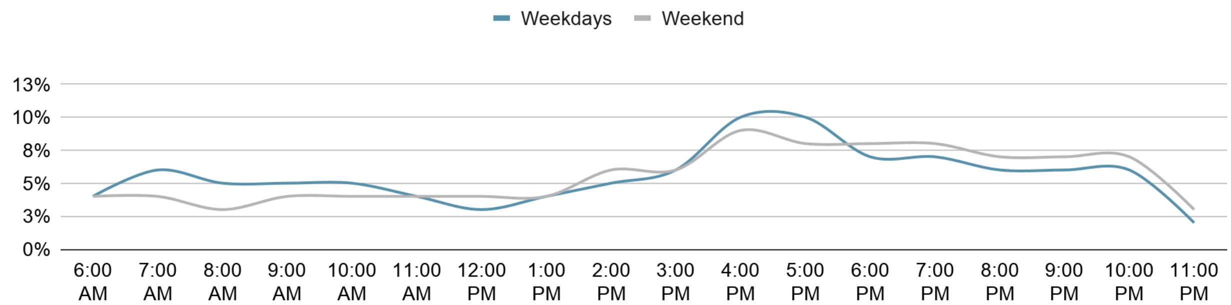
Passengers



Average Wait time



Pickups by Hour



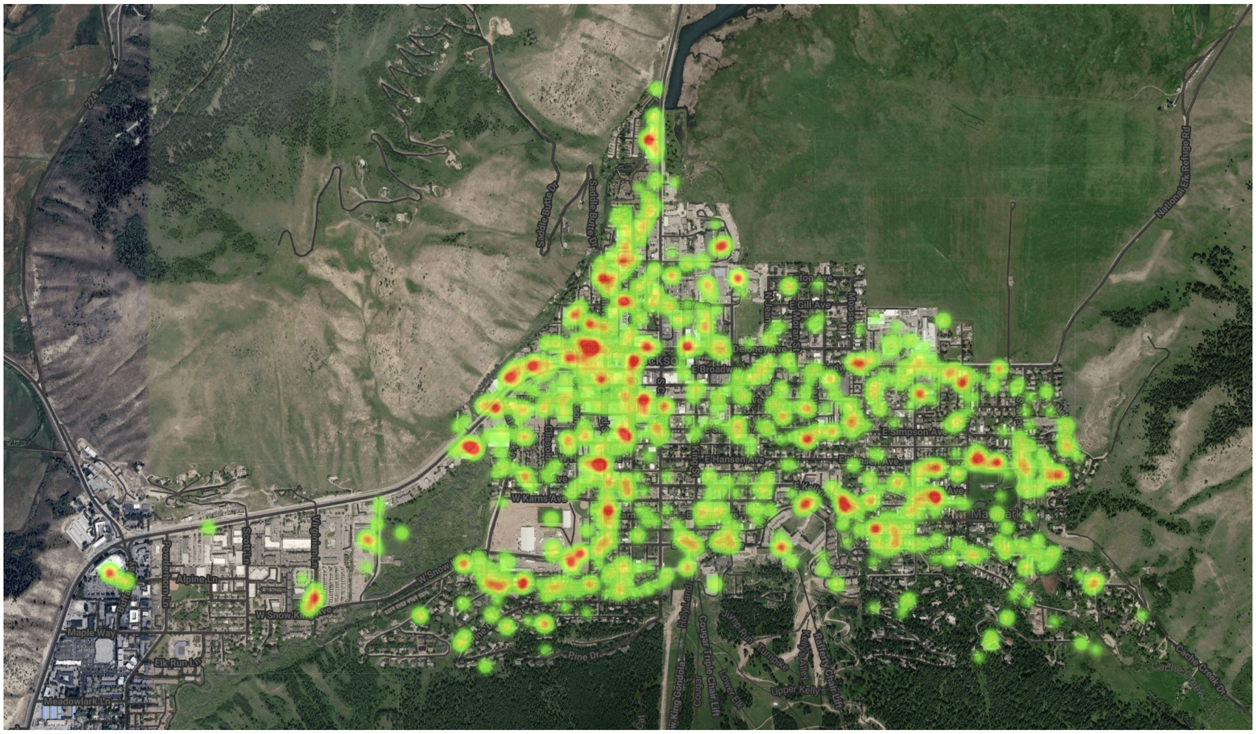
Wait Time Distribution

0 - 5 min: 30%
5 - 10 min: 29%
10 - 15 min: 18%
15 - 20 min: 11%
20 - 25 min: 6%
25 - 30 min: 3%
30+ min: 2%

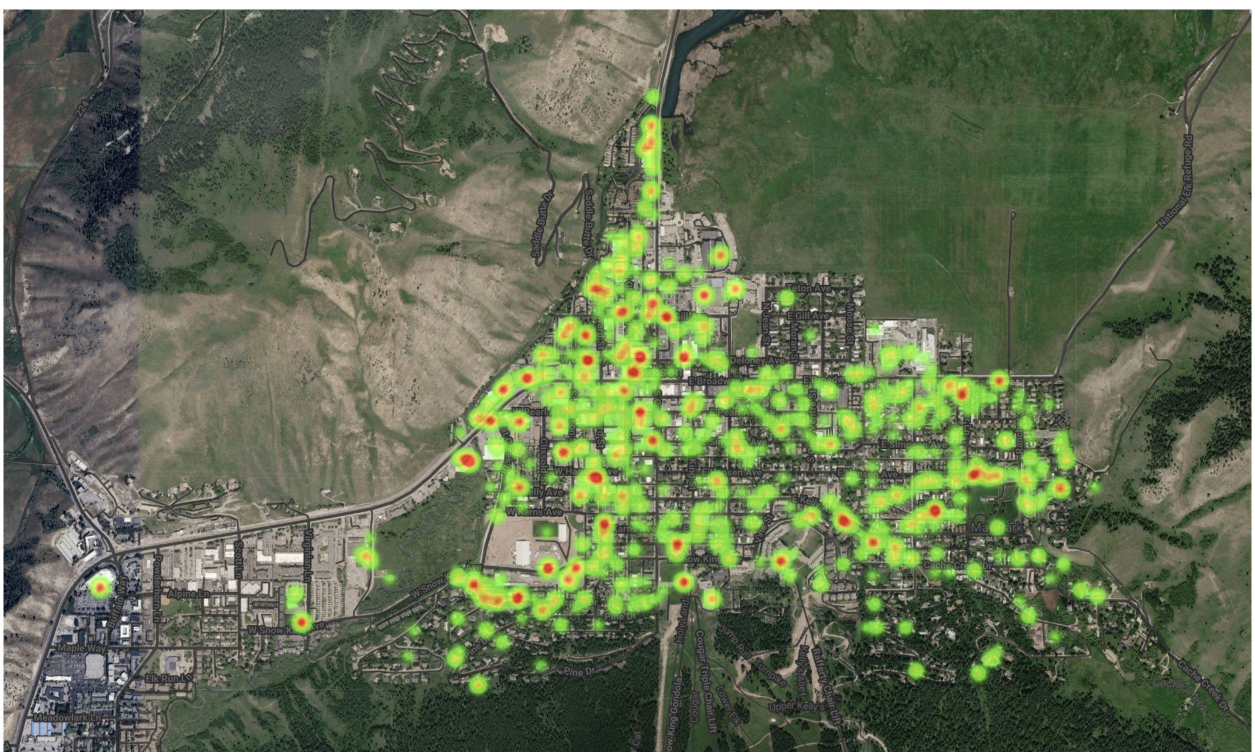
Passenger Distribution

1 Passenger Request: 84%
2 Passenger Request: 11%
3 Passenger Request: 3%
4 Passenger Request: 1%

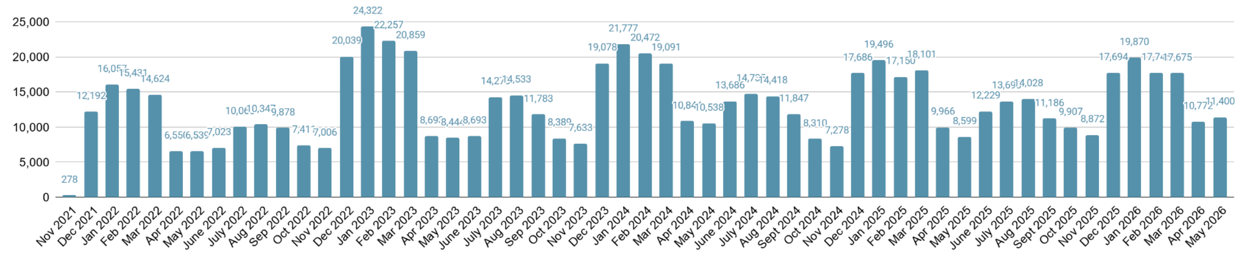
Pickups Heat Map



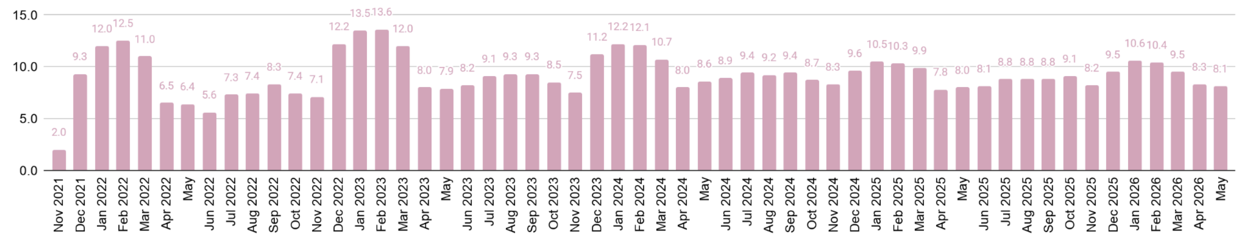
Dropoffs Heat Map



All Time - Passengers



All Time - Passengers / Revenue Hour



Town of Jackson, Wyoming
START Bus System

Monthly Financial Report | for the month of 5/31/2026 | month 11 | 91.667%

	Period Actual	Period Budget (div by 12)	Period Variance	YTD Actual	YTD Budget	YTD Variance	%	Total Budget	Budget remaining	%
Revenues:										
Intergovernmental	$ 328,483.99	$ 1,048,576.42	$ (720,092.43)	$ 4,972,244.49	$ 11,534,340.58	$ (6,562,096.09)	43.108%	$ 12,582,917.00	$ 7,610,672.51	39.516%
Charges for Service	54,889.29	$ 178,641.67	$ (123,752.38)	1,771,792.60	$ 1,965,058.33	$ (193,265.73)	90.165%	$ 2,143,700.00	$ 371,907.40	82.651%
Miscellaneous	2138.88	$ 18,157.08	$ (16,018.20)	172,786.01	$ 199,727.92	$ (26,941.91)	86.511%	$ 217,885.00	$ 45,098.99	79.301%
subtotal	**$ 385,512.16**	**$ 1,245,375.17**	**$ (859,863.01)**	**$ 6,916,823.10**	**$ 13,699,126.83**	**$ (6,782,303.73)**	**50.491%**	**$ 14,944,502.00**	**$ 8,027,678.90**	**46.283%**
transfers in	93230.67	$ 93,230.67	$ 0.00	1,025,537.37	$ 1,025,537.33	$ 0.04	100.000%	$ 1,118,768.00	$ 93,230.63	91.667%
Total	**$ 478,742.83**	**$ 1,338,605.83**	**$ (859,863.00)**	**$ 7,942,360.47**	**$ 14,724,664.17**	**$ (6,782,303.70)**	**53.939%**	**$ 16,063,270.00**	**$ 8,120,909.53**	**49.444%**
									-	
									-	
Expenditures									-	
									-	
Administration	$ 90,202.80	$ 153,240.17	$ (63,037.37)	$ 1,514,960.78	$ 1,685,641.83	$ (170,681.05)	89.874%	$ 1,838,882.00	$ 323,921.22	82.385%
Operations	254,624.60	$ 687,179.33	$ (432,554.73)	6,520,043.90	$ 7,558,972.67	$ (1,038,928.77)	86.256%	8,246,152.00	1,726,108.10	79.068%
subtotal	**$ 344,827.40**	**$ 840,419.50**	$ (495,592.10)	**$ 8,035,004.68**	$ 9,244,614.50	$ (1,209,609.82)	86.916%	**$ 10,085,034.00**	**$ 2,050,029.32**	79.673%
Capital outlay	$ -	$ 615,833.33	$ (615,833.33)	$ 1,939,869.78	$ 6,774,166.67	$ (4,834,296.89)	28.636%	$ 7,390,000.00	$ 5,450,130.22	26.250%
Subtotal (cume)	**$ 344,827.40**	**$ 1,456,252.83**	**$ (1,111,425.43)**	**$ 9,974,874.46**	**$ 16,018,781.17**	**$ (6,043,906.71)**	**62.270%**	**$ 17,475,034.00**	**$ 17,130,206.60**	**57.081%**
Transfers out	$ -	$ 38,873.17	$ (38,873.17)	$ 441,422.17	$ 427,604.83	$ 13,817.34	103.231%	$ 466,478.00	$ 25,055.83	94.629%
Total (cume)	**$ 344,827.40**	**$ 1,495,126.00**	**$ (1,150,298.60)**	**$ 10,416,296.63**	**$ 16,446,386.00**	**$ 6,030,089.37**	**63.335%**	**$ 17,941,512.00**	**$ 7,525,215.37**	**58.057%**
Net Revenue over Expenditures	$ 133,915.43	$ (156,520.17)	$ 290,435.60	$ (2,473,936.16)	$ (1,721,721.83)	$(12,812,393.07)	143.690%	$ (1,878,242.00)	$ 595,694.16	131.716%