

## **START Board Regular Meeting**

**October 24, 2024**

**2:30 PM - 3:30 PM**

**Hybrid – Council’s Chambers at Town Hall & Zoom**

### **I. Zoom Information**

- A. <https://us02web.zoom.us/j/81522746953?pwd=NGkvZWFSU9vakJHR1RrUlozRCtEdz09>
- B. Webinar ID: 815 2274 6953/ Passcode: 83001
- C. 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 (2:30-2:35)**

- A. Call to Order
- B. Roll Call
- C. Correspondence

### **III. PUBLIC COMMENT – any items not on today’s agenda. (2:35-2:40)**

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

### **IV. CONSENT AGENDA (2:40-2:45)**

- A. Approval of Minutes
  - 1. September 26, 2024, Regular Meeting Minutes
- B. Awarding of Transit Development Plan RFP Contract
- C. Awarding of Contract for Winter Services and Request Budget Amendment

### **V. DISCUSSION ITEMS AND/OR ACTION ITEMS (2:45-3:00)**

- A. DISCUSSION ITEMS:
  - 1. START Bus September 2024 Financial Report – Bruce Abel
  - 2. START Bus September 2024 Ridership Report – Bruce Abel
  - 3. START On-Demand – Bruce Abel

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*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.*

- i. East Jackson Ridership September 2024
- ii. Library Island Stop Service Extension

- 4. 3rd Quarter Key Performance Indicators – Bruce Abel
- 5. Winter Service (November 30, 2024 to April 13, 2025) Update –Jason Pitts

**VI. MATTERS FROM THE BOARD (3:00-3:30)**

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

**VII. ADJOURNMENT (3:30)**

**VIII. TIME AND PLACE FOR NEXT MEETING**

- A. Next meeting: Thursday, November 21, 2024 – 3:30 pm to 5:30 pm – County Commissioner's Chambers
- B. Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/81522746953?pwd=NGkvZWFSU9vakJHR1RrUlozRCtEdz09>
- C. Webinar ID: 815 2274 6953 / Passcode: 83001



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## Memorandum

**To:** START Board of Directors  
**From:** Bruce Abel, Transit Director   
**Date:** October 24, 2024  
**RE:** Recruiting new Board members

During the "Matters from the Board" portion of the September 26, 2024, Board meeting a question was asked about timing of advertising open Board seats, conducting interviews, etc.

We have confirmed that Teton County staff manages recruitment for joint boards.

For all joint and county boards with terms expiring in December, advertising will start in early October, with a deadline of December 1st. The county website will be updated in early October, and newspaper ads will start October 16th.

See the posting here: <https://tetoncountywy.gov/1707/Volunteer-Board-Openings>

Interviews will be sometime in December, dates TBD. For the START Board, since it is a joint board, the BCC and the Town Council will have to coordinate their dates, which won't be finalized until December.

Interviews are open to the public, but are not broadcast.

Our contact at the County will keep START Staff apprised of applications and interview dates around the application deadline.



Tyler Sinclair, Town Manager  
150 E Pearl Ave  
Jackson, WY 83001

October 21, 2024

A handwritten signature in blue ink that appears to read "Tyler Sinclair".

Dear Mr. Sinclair,

This letter is being sent on behalf of the START Board of Directors to express their support of the proposed installation of new monitoring technology at the Millward parking garage.

During the September 26, 2024, meeting of the START Board of Directors Dr. Charlotte Frei, Regional Transportation Administrator, made a presentation about the proposed changes to the Millward Parking Garage.

Dr. Frei explained the concerns about misuse of the space in the garage. She explained a proposal is being made to install license plate reading cameras, along with gates, to enable the police department to better monitor and enforce parking regulations.

While START does not control parking in the Town of Jackson, the availability of parking influences people's decisions to use START service.

The members of the START Board voted unanimously to support this proposed approach to improving parking enforcement.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that appears to read "Bruce Abel".

Bruce Abel  
Transit Director

CC: Charlotte Frei, Regional Transportation Administrator  
START Board of Directors



Jackson/Teton County Transportation Advisory Committee

MEMORANDUM

TO: WYDOT WY-22 Project Team, c/o Scott Gamo and Jim Clarke  
FROM: Jackson/Teton County Transportation Advisory Committee  
DATE: October 22, 2024  
SUBJECT: WY22 Level 2A Intersection Screening Comments

The Jackson/Teton County Transportation Advisory Committee (TAC) is a staff-level committee that includes Engineering, Pathways, Planning, Public Works, and Transit staff from Teton County and the Town of Jackson. The TAC met on October 17, 2024, to discuss the findings of WY22 NEPA Level 2A screening for intersections. We offer the following comments based on our discussion to help refine further analysis.

Note that these are comments from staff and, given the timeline required by the project team to continue corridor analysis, elected officials have not yet had the opportunity to review these comments.

Staff use adopted plans of the Town and County to guide our feedback. Based on our discussion of the Level 2 screening criteria adopted by the WY22 NEPA project team, TAC recommends prioritizing intersection designs that emphasize the following considerations:

1. Intersection designs should consider appropriate transitions from facilities without managed lanes onto a WY22 corridor with managed lanes.
2. Ensure that intersection redesigns provide ample space for continuous connections to existing bike lanes, pathways, and separated sidewalks. The designs must facilitate seamless access to the current bike facilities.
3. By reducing transit travel time and improving access and safety for biking, walking, and transit, multimodal-focused intersection designs can encourage mode shift. Examples include adding queue jumps and grade separation for biking, walking, and transit.
4. The mainline design speed should be 45 mph or less. The section of WY22 being evaluated connects Wilson, Teton Village, and the Town of Jackson. All the connecting facilities have a speed limit between 30-45 mph during the day and 30-35 mph at night. A reduced design speed will result in a safer, narrower, and more reliable facility.
5. Safety for all road users is critical. Improving wildlife permeability will improve wildlife mortality and thereby reduce wildlife-vehicle collisions, improving road users' safety. Related to safety, community emergency response (measured by Fire/EMS response times) should also be prioritized.
6. Grade separation should be considered anywhere that bicycles and pedestrian users will cross a facility with a design speed greater than 30 mph. To simplify wildlife fencing, bicycle and pedestrian amenities should be within the highway right-of-way.



7. Please also consider themes from Jackson and Teton County existing plans, including the Comprehensive Plan, Integrated Transportation Plan, Pathways Master Plan, and Wildlife Crossings Master Plan. Many of those themes are reflected in items 1 through 6 above, and TAC is prepared to continue to provide feedback as needed by the Project Advisory Committee and Technical Advisory Committee. Please also refer to the attached Scoping Letter from July 2023 (dated July 12, 2022) in subsequent analysis steps. We are currently developing a Safe Streets and Roads for All Comprehensive Safety Action Plan and encourage the project team to apply the Safe Systems Approach (emphasized in FHWA's January 2022 National Roadway Safety Strategy) to the corridor.

We understand the next step of the process is to evaluate mainline alternatives against the Level 2 screening criteria. This analysis will be simplified by having fewer intersection combinations to evaluate, however we believe that additional modeling work is needed to understand the interactions among alternative combinations. We also recognize that no-build alternatives will always be included in the analysis. In terms of specific intersections, TAC would encourage the team to consider, for each location:

1. **WY22-Broadway:** Minimize visual impacts, provide a queue jump lane to improve transit travel time, and provide grade separation for bicycles and pedestrians. Multiple concepts could meet these priorities, including a variation of the Florida T, grade-separated, or conventional concepts. Additional intersection and traffic network modeling may be needed to understand how a Florida-T variation involving closing Buffalo Way (to all but local truck traffic and a bus queue jump lane) might impact trip distribution to other local streets.
2. **WY22-Spring Gulch:** The continuous flow alternatives from Spring Gulch could be eliminated. **Roundabout** and **conventional** are both reasonable if appropriate grade separation for bike/ped can be accommodated by either alternative. Safety, access, and transit prioritization should also be evaluated at this location.
3. **WY22-Tribal Trail:**
  - a. The direct connection to WY22 with an **at-grade signal** appears to have the least impact on wildlife and right-of-way, and this option can function safely with a bike/pedestrian underpass. Existing pathway connectivity should be maintained under this alternative. We encourage the project team to explore the potential for U-turns along Hwy 22 to support a right-in, right-out option at Coyote Canyon.
  - b. The **Lazy J alternative** has advantages from a Pathway user perspective but is challenging for wildlife permeability.
4. **Tribal Trail and South Park Loop:** Public engagement and staff feedback gathered as part of a West Jackson transportation needs study suggested that a **roundabout** is the preferred option. A bike roundabout will also support safer multimodal movement through this intersection.

Thank you for your work on this important study.



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Jessica Chambers  
Jim Rooks  
Jonathan Schechter

July 12, 2022

Via electronic delivery to:

Mr. Scott Gamo, Scott.Gamo@wyo.gov  
Mr. Nick Hines, Nick.Hines@wyo.gov  
CC: Mr. Jeffrey Brown, Jeffrey.Brown@wyo.gov

**Re: WY 22 Corridor Project – Agency Scoping Input Requested**

Dear Mr. Gamo and Mr. Hines:

On behalf of the Jackson Town Council and Teton County Board of Commissioners, we are writing to jointly express our position regarding the WYO22 Jackson to Wilson NEPA study.

The Town of Jackson and Teton County assert that a multimodal Highway 22 corridor strengthens long-term local and WYDOT interests, goals, and objectives. The guiding vision of our Comprehensive Plan is to “preserve and protect the area’s ecosystem in order to ensure a healthy environment, community and economy for current and future generations.” The Highway 22 NEPA study is an opportunity to envision a corridor that is more financially, socially, and environmentally sustainable than the status quo for the traveling public. As a non-access-controlled facility, FHWA Complete Streets guidance suggests that Highway 22 should be a “Complete Corridor” that considers the mobility and safety needs of all facility users, no matter their mode of travel.

Regarding the Highway 22 NEPA study, we have the following comments and recommendations:

1. WYDOT should develop multiple design concepts that include High Occupancy Vehicle design components in the alternatives development. These may include combinations of physical, temporal, and vehicle type and occupant restrictions on the Highway 22 corridor. Design concepts should be consistent with the Jackson/Teton County Comprehensive Plan (2020<sup>1</sup>) policy 7.2.b “Discourage use of single-occupancy vehicles”.
2. All conceptual designs for Highway 22 should include multimodal access and consider the burden on pedestrians, cyclists, and transit users’ access and egress throughout the entire study corridor.
3. For scoring of all alternatives, a metric of passenger delay or person delay should be used as opposed to vehicular delay for comparing travel times and delay among alternatives.
4. For scoring of all alternatives, utilize best practices for Complete Streets guided by FHWA’s most recent Highway Safety Improvement Program and Safe Streets and Roads for All policy guidance.
5. For scoring and evaluating all intersection alternatives, include bicycle and pedestrian level of service and safety parameters. For example, use National Cooperative Highway Research

<sup>1</sup> Jackson/Teton County Comprehensive Plan (November 2020)  
<https://jacksonetonplan.com/270/Comprehensive-Plan>



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Program (NCHRP) and National Association of City Transportation Officials (NACTO) guidance on intersection design.

6. In design alternatives, include continuous, separated pathways that meet or exceed the connectivity of the existing conditions and are designed to modern best practices and guidelines, such as applicable NACTO design guides and FHWA Small Town and Rural Multimodal Networks<sup>2</sup>.
7. WYDOT should reference the Teton County Wildlife Crossings Master Plan<sup>3</sup> and Action Summary (2018) with priority locations to design effective wildlife crossings in the corridor.
8. WYDOT should prioritize safe and efficient connections for people and wildlife on this Complete Corridor, including evaluating all intersections within the project limits (including the Tribal Trail Connector). Example treatments to consider in alternatives analysis would include traffic calming; safety and aesthetic measures such as roundabouts; opportunities for safe U-turns or right-turns only; and vegetated medians.
9. The 2014 WY22/390 Planning and Environmental Linkage study (PEL) establishes a corridor-wide framework that can be referenced; however, we request the Purpose and Need be reviewed and updated to account for existing conditions and the adopted goals of the Teton County/Town of Jackson Comprehensive Plan (2020) and Integrated Transportation Plan (2020). BUILD projects (ongoing) and the Wilson Multimodal Transportation Study (adopted February 2022) will also impact the existing conditions and needs in the corridor.
10. Recognizing that pedestrian and bicycle modes of travel are defined in federal law as transportation and are fully eligible for federal-aid highway funds, Jackson and Teton County request that WYDOT plan for the use of federal funding to address the cost of relocating and/or constructing active transportation Pathways along WY22. FHWA's policies and programs on Context Sensitive Solutions, safety, and community connectivity encourage such use where needs are identified, such as along WY22.
11. The existing pathways along the entire WY22 corridor from the "Y" in Jackson through Wilson function as both an active transportation facility and a recreational facility that connects parks, schools, homes, and businesses. The existing pathways are a critical and high-quality link in our transportation and recreation networks – providing a safe, quality, and efficient connection in the study area and beyond. We request that the study team comply with 23 CFR 774.13(f) to determine whether Section 4(f) approval is necessary and note that "whether Section 4(f) applies or not, it is FHWA's policy that every reasonable effort should be made to maintain the continuity of existing and designated shared use paths and similar facilities"<sup>4</sup>. We emphasize the need to meet or exceed the existing conditions of the pathway network along WY22.

Traditional measures of highway function and congestion, such as "Level of Service" as defined by the American Association of State Highway Transportation Officials (AASHTO), historically do not match our

<sup>2</sup> Federal Highway Administration, Small Town and Rural Multimodal Networks (December 2016)  
[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/publications/small\\_towns/](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/small_towns/)

<sup>3</sup> Teton County Wildlife Crossings Master Plan Action Summary (May 2018)  
<https://jacksonetonplan.com/DocumentCenter/View/1331/Teton-County-Wildlife-Crossings-Action-Summary>

<sup>4</sup> Federal Highway Administration, "15. Trails and Shared Use Paths" (2012)  
<https://www.environment.fhwa.dot.gov/legislation/section4f/4fpolicy.aspx#addex15>



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community's definition of transportation efficiency or the desired character of our transportation corridors. Along similar lines, FHWA<sup>5</sup> promotes "design flexibility to allow for roadway designs that better meet the objectives set through the state and local planning processes" and "Context Sensitive Solutions (CSS), a collaborative and holistic approach that addresses community needs and considers goals beyond an identified transportation challenge."

We believe that including the modern design guidelines and evaluation metrics will result in a safer, higher-quality, and more efficient corridor that moves people and freight across our communities and the larger region. Our overarching goal is for a NEPA process that truly takes into consideration the goals of the community and results in a corridor design that meets the mobility needs of all users while retaining the unique character of our community. Thank you for the opportunity to provide input on the WYO22 Jackson to Wilson NEPA study scope.

Sincerely,

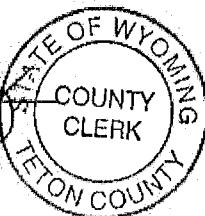
TETON COUNTY, WYOMING

Luther Propst

Luther Propst

Chair, Teton County Board of County Commissioners

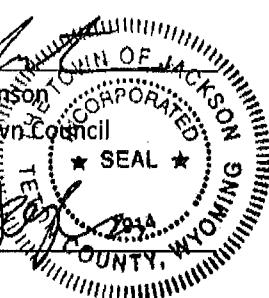
Attest: Maureen E. Murphy  
 Teton County Clerk



TOWN OF JACKSON, WYOMING

Hailey Morton Levinson  
 Mayor, Jackson Town Council

Attest: Riley Taylor  
 Town Clerk



<sup>5</sup> U.S. Department of Transportation. "Evolving Use of Level of Service Metrics in Transportation Analysis." Accessed June 27, 2023, [https://www.transportation.gov/sites/dot.gov/files/docs/mission/office-policy/transportation-policy/266046/los-case-study-intro508\\_0.pdf](https://www.transportation.gov/sites/dot.gov/files/docs/mission/office-policy/transportation-policy/266046/los-case-study-intro508_0.pdf).

10/21/2024

## START Board Regular Monthly Meeting Minutes

**September 26, 2024**

**3:30 PM – 5:30 PM**

*Hybrid – Teton County Commissioners Chambers & Zoom*

### I. ZOOM INFORMATION

- A. <https://us02web.zoom.us/j/81522746953?pwd=NGkvZWFSU9vakJHR1RrUlozRCtEdz09>
- B. Webinar ID: 815 2274 6953 / Passcode: 83001
- C. 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
  - **START Board:** Ty Hoath – In-person (Chair), LizAnn Eisen – In-person (Vice-Chair & Treasurer), Kristin Unruh – Virtual (Secretary), Meghan Quinn – In-person, Jared Smith – In-person, Kevin Regan – In-person, Will Roscoe – In-person
  - **Liaisons:** Wes Gardner – In-person (Teton County Liaison), Arne Jorgensen – In-person (Town of Jackson Liaison), Doug Self – Absent (Teton Valley Liaison)
  - **Staff:** Bruce Abel – In-person (START Director), Jason Pitts – In-person (START Ops Manager), Ann McClure – In-person (START Admin Assistant), Lea Colasuonno – In-person (Town Attorney), Tyler Sinclair – Absent (Town Manager)
  - **Other:** Charlotte Frei – In-Person (Regional Transportation Planning Administrator)

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

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

A. Julien Hass—community resident. Praised communication about construction delays. Expressed gratitude for second 5:00 pm bus departing Teton Village. When 1<sup>st</sup> bus is crowded he has told people a second one is coming, which reduced crowding.

Asked us to discuss with Town Council installing more small bus shelters at high volume locations to protect from the elements: other side of Alberton's bus stop [#54-Buffalo Way & Alpine], and at other locations in town such as Snow King & Willow [#9].

Also suggested better coordination with Friends of Pathways to reduce the number of [bike path] bollards around bus stops to mitigate bollards being knocked over and make navigation easier for bus drivers.

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

- A. Approval of Minutes
  - 1. July 25, 2024 Regular Meeting Minutes
- B. Approval of first amendment to Grand Targhee Resort agreement to provide contracted bus service
  - 1. No matters to be withdrawn from consent calendar.

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2. Motion made by Jared Smith, 2<sup>nd</sup> by Kristin Unruh, to approve consent agenda as presented. All in favor. Motion passes unanimously.

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

### A. DISCUSSION:

1. **START Bus August 2024 Financial Report – Bruce Abel**
  - a. Admin and Ops expenses are tracking. Town divides annual budget by 12. Our service is seasonal. We are 16% of year and 13% of budget, we are in good shape. We incur most of expense in Winter Season.
  - b. The only area in overage is Supervisors Overtime. Primarily due to supervisors going on vacation. We encourage summer vacation time instead of winter. Other supervisors have to fill in extra shifts. One of our supervisors is also safety/training and he is getting ready for winter orientation.
2. **START Bus August 2024 Ridership Report – Bruce Abel**
  - a. We are up 16.5% in aggregate. We look at ridership for the calendar year. Town Shuttle is up 20% from last year. Teton Village just under 22% higher. Star Valley just over 18% higher. Teton Valley down slightly by 7%. Regarding Town Shuttle and Teton Village Local increases: we have found it necessary to backup the Town Shuttle at “bell times” on High School Rd; TVL it has been necessary to back-up the 5:10 pm inbound from Village. We did not have the operators available to offer a second bus in the morning.
  - b. For next year’s budget we expect to recommend TVL summer at 40 minutes instead of 60 minutes to provide additional capacity.
    - i. Smith--Great trend, especially compared to other transit agencies. He has heard that other folks are still down from COVID. Abel—we are rebounding from COVID much more quickly than other agencies. Still expect to cross 1 million riders this year.
3. **START On-Demand – Bruce Abel**
  - i. **East Jackson Ridership August 2024**
    1. 2 to 3% reduction compared to last year. That is a good thing because rate of growth was not sustainable.
  - ii. **Library Island Stop Service (Ending September 28)**
    1. We were able to implement this over summer. Tapering down to mid-20s. Tomorrow’s newspaper should have a press release about library stop continuing until November 30. This is within their contracted hours, no extra expense. Library will communicate as well. It has been popular with both employees and users.
    2. Smith—are there signs posted in the library? Abel—we can find out. They have been using their communication tools.
    3. Smith—continue through winter? Hoath--confirmed extension of the pilot? Abel—we’ve seen the appropriate growth trajectory. We are extending the pilot. Want to get more data before extending [into winter].
      - a. Abel—our contract with Downtowner is out of sync with our budget. Downtowner year runs December 1 to Nov 30. We are currently negotiating contract with them. Downtowner not sure can continue library stop without more hours in contract.
    4. Smith—duration of contract? Abel- this is the last year of contract. It is our 3<sup>rd</sup> year of contract, but first year they did not provide service. It was a 5-year contract, but this is the last technical year. The first year was not operational [because of COVID?] It has been a great partnership.

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5. Smith—do we have an extension built into contract or do we need to readvertise? Abel—would need to check contract. Colasuonno—Initial term was for 1 year, then renews for two successive 2-year periods. Valid through 2026.

#### 4. Airport Shuttle Pilot Service Update—Bruce Abel

- i. Board requested and JIM approved extending airport shuttle for this winter season: Dec 14, 2024 through April 13, 2025. Timing is in sync with airport travel increasing. Operate 5:00 am to 10:00 pm 7 days a week. Minor change to shorten running time, but otherwise the same as last winter.
- ii. We will have a contract from Jackson Hole Travel and Tourism Bureau at next meeting for their funding contribution.
- iii. [Abel distributed SmartCards.] This is phase 2 of our electronic fare media project. Last year launched mobile phone fares. Currently testing SmartCards. Airport has agreed to purchase passes for their employees. They will purchase our Universal Pass product, 6 months for \$500. They will purchase at least 60.
- iv. Version 1-SmartCard can hold stored value. You can put [for example] \$100 onto card. You tap the card on the validator when boarding the bus and it will deduct the appropriate fare. It will “fare cap”. The card will track how many rides you’ve taken. If you are a commuter, it will stop charging once you reach the cost of a monthly pass.
- v. Version 2-Partner Program. Rider does not put funds on the card. Employer applies special fare. System recognizes card as an airport employee. Airport management will make passes available to other employees on airport property.
- vi. Technical testing is doing its job and showing issues. Shout out to McClure for taking lead on testing protocols. We won’t hit October launch, but still expect to have running for ski season. Can also use SmartCards with Jackson Hole Mountain Resort or Teton Village Association.
- vii. Smith—When I get my JHMR season pass I show it to the driver. Can I use season pass with this technology? Abel—unfortunately, no. The JHMR RIFD frequency is different from ours. Talking to JHMR about using our SmartCards instead. Current Funding agreement is structured as percentage of rides and percentage of expense. One topic of discussion is to have more accurate information than old agreement was based on since data is from 2018.
- viii. Regan—Did first Airport Shuttle Pilot capture spring break travel? Abel—Pilot was geared toward ski season. Last year covered spring break, but ridership was not as expected.
- ix. Hoath—Is there backend data to track efficiency of the system? Abel—yes, it will track riders for various partners. Focusing on big partners right now (TVA and JHMR). Hoping to roll it out to other employers in town. We would all receive valid data on how it is being used.
- x. Roscoe—Tag-on & tag off? Abel—the technology is there, but we did not purchase it. Would need validators on back doors of buses [to track people exiting].
- xi. Hoath—there is a lot of interest at JHMR and curiosity about what it would look like. Want it to be efficient for riders and business partners.
- xii. Frei—will pass give access to every route or just airport? Abel—for Airport employees it will be all routes and airport. Airport employees can ride commuter and then go to airport. [Passes for other riders will be configured appropriately.]

**Parking – Dr. Charlotte Frei**

1. The community weighed in on Airport Shuttle Pilot. Lack of parking limited interest in using shuttle. Town is not making changes to the parking. But in March Chief Weber and Frei made a presentation to introduce license plate reading cameras and

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gates at the Millward garage. For targeted enforcement of people living in their car and vehicle storage. We released an RFP in August. Narrowed down to top two candidates. Cameras and gates at Millward garage to address extended stays and overnight stays.

2. This could increase capacity. We estimate 12% to 20% of garage users are not day users. They are using garage to store property. Many are seasonal workers living in garage. Freeing up spaces might encourage shuttle usage.
3. Quinn-paid parking? Frei—question to Town Council will be just “do you want this technology” not looking at fee structure yet.
4. Roscoe—People going on longer trip than 48 hours. Can you park longer? Frei—it ties into fee structure. Current rule is 48 hours, but there is no way to verify at this time. Police dept can chalk tires. We don’t know if they just moved or exited and reentered. Policy might change, but it would be a second step.
5. Abel—one of the things we socialized was drive to the garage and have a friend come pick up the car later. It is not a long-term solution, but it provides a proxy. If someone can’t drive you in at 5 AM, they can come get car. Frei—in winter there is no on-street parking between 2:00 am to 7:00 am to keep areas clear for snowplows, but someone could enter the garage and leave it there for 12 hours.
6. Smith—assuming there is capacity, would that require the addition of a shuttle stop? Frei—Nearest shuttle stops are Antler Inn or Miller Park. Street network is challenging in that area. It would have to be explored.
7. Quinn- how many spots? Frei-- 280. But fewer in winter because of no roof parking overnight.
8. Smith—used previous Ride-to-Fly service. Can we use bus SmartCards on the parking garage? Frei—might be able to add that as an enhancement in the future. Currently focused on law enforcement issues.
9. Roscoe—Did we consider using Downtowner for airport shuttle because it is cheaper to operate and more flexible? Abel—no, we need luggage and ski storage capacity. So we use MCIs. Downtowner has small vehicles that don’t need CDLs to operate. Need for CDLs is part of the increased cost structure in transit service.
10. Roscoe—Shuttle Pilot ridership levels? Abel—Target was 190 passengers per day. Reached 160 to 170 per day. Averaged 80 per day. Which is why we wanted to extend our pilot. We met financial goals, but not ridership goals.
11. Hoath—to Frei, fee structure? Frei—we are looking at Total Cost of Ownership. There is an upfront capital cost that might come out of parking extraction fund.
12. Frei—presentation to council is tentatively planned for November 18.
13. Hoath—letter of support? Motion made by Eisen, seconded by Quinn, to support proposed approach and ask Bruce to draft a letter. All in favor. Motion carried unanimously. [Smith asked for Board to be reminded of dates so they can attend.]
14. Hoath asked for clarification of TTB providing multi-year funding. Is funding tied to metrics? Abel—TTB has authorized \$70,000 for each of 2 years. Has not seen contract yet. Does not yet know whether funding is tied to metrics.
15. Hoath to Frei—year 1 was a grey space of meeting some metrics but not others. Is there anything we can do to support the validity of the shuttle? Frei—that is a really good question. We have not had a robust discussion around the metrics. Two differences between this season and last. Employer passes will support more ridership on shuttle. If parking garage changes are implemented in time it could impact outcome.

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16. Abel—metrics themselves remain appropriate. We hope to see continued growth.
17. Hoath—was parking #1 issue? Frei—not sure, but it was mentioned frequently. People mentioned they could not leave their car on street. [Parking options] would give them flexibility. Hoath—other priorities? Frei—would have to check data.
18. Smith—any discussion about other facilities, like fairgrounds, for legal parking? Frei—there have been conversions. Concerns about level of service with plowing fairgrounds. Abel—part of the challenge is extending route extends the run time, which makes it less desirable. There are also fleet constraints.
19. Hoath—is the Airport in the Route Plan [TDP]? Abel—yes, it was listed.

**xiii. Mobility Hub – Dr. Frei**

1. It is a concept used in many communities across country. Not just a place to park car and use bus, encourages many modes of transportation. This strategy was identified in “sustainable destination management” plan by TTB. Staff didn’t suggest, public comment brought the idea up. We did a study last year, used qualitative data, census data, socioeconomic, etc. Top three locations identified: Home Ranch, Miller Park, and a location near Albertsons. Proceeding with coming up with concepts, what is the story, what is the narrative. How will it benefit Jackson, visitors and seasonal employees? We will have more information later this year.
2. Miller Park is sort of functioning as a de facto location because the south side of Delony is a START hub. We partnered with JH Public Art for asphalt art. It brings the area together. People park at Alberton’s and Wells Fargo and use the bike trails. Abel—Consultants have surveyed the type of amenities people would want.
3. Hoath—as we think about larger projects, is there synergy with the mobility hubs? Frei—yes, once you identify locations you can build your plans and network around them. We will give TDP consultant the list of priorities and core areas.

**5. Commuter Survey – Bruce Abel and Charlotte Frei**

- i. Abel provided background on survey from 2022 and influence on START service. In 2022 we looked at commuter schedules in terms of work hours. Main work start times are 7/8/9 AM.
- ii. In 2022 we socialized commuter schedules more inline with work start times. People didn’t like it. But we did not know if negative reaction was because people just don’t like change.
- iii. This summer while the Teton Pass was closed we did an update of survey.
- iv. Frei—we asked lots of questions about why people use START. 75% of responded need to be at work between 7 am to 9 am. 50% arrive between 8 am to 9 am. More in the 8 o’clock hour.
- v. Abel—We hear anecdotal information that our schedules don’t line up with work schedules. During Pass closure we got traffic data from WYDOT. People say we are a tourist town. But Pass closure data shows more traditional commute pattern than people realize.
  1. We might want to change commuter schedules for the winter.
- vi. Doug Self found information that prior to the pandemic there were 4 commuter routes geared to 7/7:30/8/9 AM.
- vii. Hoath—we are our own worst enemy for commuting. We run our business to create peak traffic. Are there best practices to reimagine that? Should we create work start times between 7 am and 10 am to collectively address this number 1 complaint for last 30 years? Frei—yes, travel demand management. If you can spread it out it is better. If you

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can spread out arrival time and departure times that is good. Also working from home will reduce traffic volume. 1 person 1 day a week is 20% of trip; 2 days a week is 40%.

- viii. Hoath—7:50 am bus arrival time for 8 am work start? Abel—yes, look for 7:45 arrival time. A challenge in travel times is degree of variability from weather and traffic. We see travel times vary from 1 hour 5 minutes to 1 hour 50 minutes on the Teton Valley commuter.

#### 6. Additional item about Highway 22 EIS—Updates from Smith and Frei.

- i. Smith—Wy22 Corridor project. This is the long-awaited environmental assessment to look at options from Jackson to Wilson. Also includes Tribal Trails Corridor. Technical Advisory Committee [Abel and Frei are on it, also local government representatives], Project Advisory Committee is other committee is more community oriented [Pathways, neighborhoods, businesses]. Smith is representing transit, but not START. Bruce is representing START on TAC. Smith says Charlotte has done a great job representing START's interests. On Tuesday they saw a much more detailed discussion about configuration of intersections. For every option each intersection has a "managed lane" that would include HOV lane. Frei—2+ HOV for scenarios they presented.
- ii. Smith--team is Jacobs conducted PEL study in 2015]. Previous study did not include transit. We are finally seeing including transit come to fruition. In the early conversations WYDOT didn't think it could be explored because it can't be funded with federal funds. But we reeducated them. Nothing like this has been done in the state. We are making headway thanks to Charlotte's influence. And the other people on the committee are concerned about favoring transit, too.
- iii. Grade Separated Options at the Y. It will be controversial. 20-foot elevated structures. You can image what that would look like. But there were also innovative options. The one we were hoping to get forward, which we didn't see, was a transit focused option that would address problems.
- iv. This was the 7<sup>th</sup> meeting and there have been 2 open houses.
- v. The real controversy will come when people start seeing what it will look like.
- vi. Quinn—there were innovative ideas. We'll see if people want to embrace them.
- vii. Frei—WYDOT is doing traffic modeling now. They will look at intersection in 2 dimensions. Next public meeting will be in early 2025. Information available on Wy22corridor.com
- viii. Smith—a big hurdle was getting legislation that would allow HOV lanes.
- ix. Hoath—legislation does not define number of people in a vehicles? Smith—under WYDOT jurisdiction. Hoath--Asked about rapid transit vs hov. Smith—managed lane can be either/or. Based on occupancy study you would have huge gaps between buses with normal lane congested.
- x. Frei—"Bus Rapid Transit" is very specific. A managed lane is more flexible to get the performance you want. Smith—so during non-peak hours general traffic can use it.

#### 7. Operational update – Bruce Abel

- i. Proterra Update – Bruce Abel
  - 1. [Background of bankruptcy.] During budget process we did not fund battery lease. In last three weeks had hope of getting 3 or 4 running. Now working with legal council to find out about battery lease options.
- ii. Transit Signal Priority (TSP) Update – Bruce Abel
  - 1. We have a draft agreement from WYDOT. We hope WYDOT will do the maintenance on equipment in signal boxes. Contract is murky.
  - 2. Quinn—timing? Abel—included in FY25 budget to purchase equipment and labor for install.

#### 8. Fall Service (September 29, 2024 to November 29, 2024) – Jason Pitts

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- i. Fall Service starts on Sunday. We're running Town Shuttle and TV local with limited service at night. After 7:30 pm the TS will go to 20 min instead of 15 mins. On weekends TS is 20 mins all day. We tried last year with good success and little negative feedback.

**9. Winter Service (November 30, 2024 to April 13, 2025) Update –Jason Pitts**

- i. We are set to start training Nov 12. Looking for 27 new hires. Have 24 offers out.
- ii. Abel–Housing is an issue for winter seasonal housing. If anyone has any housing leads, please share them.
- iii. Pitts—Affordable housing. We get interested applicants, then people withdraw because of the cost of housing.
- iv. Hoath—how many beds? Abel—looking for 6.
- v. Quinn—how many returning from last year? Pitts—7. Some of them stayed with us through summer.
- vi. Hoath—compared to last year? Pitts—better than my first year. Last year we had the same target, and brought in 19. We had to use Salt Lake Express [to supplement service]. He feels better about this year.
  - 1. START Bus is getting a better reputation. Better management, better equipment. People are starting to come explore. Seasonal drivers prefer a new place and adventure every 4 or 5 months. We are getting people from Colorado and Alaska. It is good to see our reputation improve.
- vii. Hoath—the ability to achieve [housing] quantity and price is easier the further from town you get. If you put people in Victor, ID, can we use a town asset to bring them to work?
  - 1. Colasuonno—good question. Some drivers do live in outside communities and can ride commuter bus. Police officers can drive their vehicle home. They are on duty when they cross the town line. We do have housing in other areas for people in outside communities.
- viii. **RFQ Contracted Winter Service – Bruce Abel**
  - 1. We will be issuing an RFQ as we did in last several years. It is a plan B in case we don't get enough seasonal employees. RFQ for peak hour supplemental service on Village Express, most manageable contracted route.
  - 2. Hoath—asked about temporary Teton Pass repair and how the drivers are doing? Pitts—Currently no risk, but there is a concern for winter. Incline and sharpness of turn are different. He and Bruce have discussed scenarios. In previous years we waited for Pass to close and then go around. Maybe this year not wait for Pass to close.

**10. Transit Development Plan [Route Plan] RFP Update—Bruce Abel**

- i. We issued an RFP on September 3. Sent to 15 firms that are in this consulting space. Inquiry period to Sept 13 for questions for qualifications. Questions from 3 firms. Expect more proposals than that. Next milestone is Oct 3 for receipt of proposals. We have an evaluation team of Bruce, Charlotte, and Doug Self. Driggs wants to do a transportation plan in their area, too, so Self wants to see process.
- ii. It is our expectation and hope to bring recommendation to Board at October 24 meeting. We want to expedite this. Oct 24 is mini-retreat, but our business doesn't cease. We need to negotiate a contract. We want surveys in both Winter and Summer so we can understand market for both of our dominate seasons.

**11. ITD Update – Bruce Abel**

- i. ITD Site Review

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1. This is not a minor undertaking. First step is a desk review for them to review in advance of their site visit. [Had 2023 packet for display.] We have a similar document for WYDOT as they also did a site review last year.
2. ITD team will be coming for site review on October 16.

ii. Compliance Progress

1. We were not in compliance with ADA certification process.
  - a. Last October the Board approved the plan. Now in compliance.
2. We have created a draft Title IV plan and submitted to WYDOT
  - a. We will bring to Board after WYDOT approves
3. We have a draft procurement plan
4. Hoath—any concerns? Abel—bandwidth issues. Has challenged ITD about such frequent reviews. ITD has concerns from previous administration. But now ITD thinks we'll be ok going forward.
5. Smith pointed out we are 15 minutes before end.

#### 12. Upcoming Actions – Bruce Abel

- i. Award TDP RFP in October
- ii. Award Contract for Winter Service in October
- iii. Agreement with Teton Village Association for Pass Sales and Purchase of Certain START Services to Teton Village

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

#### A. Town Liaison Report – Arne Jorgensen

1. Reactions to earlier discussion. Looking forward to feedback on Airport Shuttle and parking structure. It is a town asset. Meeting a wide range of community needs. Current Airport Board is very focused on parking. They are looking at opportunities available to airport. The parking structure was not set up to service the airport. Looking forward to having tools to better manage that asset. Some neighboring hotels that charge for parking provide incentive for using free parking.
2. Much of the discussion is about adding services. That requires resources. The town is challenged for resources.
3. WYDOT Teton Pass detour. As they were looking into winter operations, they have contracted with a private company for enhanced maintenance for that stretch. WYDOT has stepped up and invested in higher level of maintenance.

#### B. County Report – Wes Gardner

1. Appreciate the hard work. Curious to see how parking garage shakes out. There is a lot of capacity in that building. Thinks 10% to 12% of winter users storing cars is low. He has received two parking tickets. [Should be more.] He has advocated for increased fines for offenders.
2. Hoath—asked about housing and essential workers. Asked how bus drivers fit in? Gardner—we have a more direct responsibility to provide housing for our employees. The Town and County have SPET funds available in the next 3 to 5 years. If you look at 90 Virginia Way that is a way for us to fund it. He looks at it from a perspective of “what can we do to provide housing?” the definition has been scrutinized in last 48 hours.
3. Arne—the “essential services” employees are on call 24 hours. It is a different bucket. Housing staff is looking at another core of employees who are not 24 hours.
  - i. Also, looking for 6 more beds, how many are we housing? Abel- 27 minus 6.

#### C. Teton Valley Liaison Report – Doug Self [absent]

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- D. Star Valley Liaison Report - Vacant
- E. Matters from Board Members
  - 1. Hoath—Mini-retreat next month. Intent is to make it an expanded orientation to give context to our governance. Partnerships, funding. Does anyone have ideas they want to learn about?
  - 2. Abel—please submit by close of business tomorrow so we have time to prepare.
  - 3. Smith—in terms of bigger picture. What is the Board appointment cycle? We will likely have some openings. We haven't been engaged enough in the past. We should identify skill sets to make us better rounded. [mini-retreat idea] Can Board members have a packet of information to help recruit? He went to website last week, 2001 JPA is still up in one part, current version in another part. Feels would be confusing to people interested in joining Board. Last cycle we had no applicants and needed extensions. Requested timeline for applications, interviews, etc.
  - 4. Also asked about meeting recordings being online.
    - i. Colasuonno said there is a vendor for Town Chamber that posts automatically. We are not in Town Chambers so it would be Staff.

## **VII. ADJOURNMENT**

A. Motion made by Eisen, 2nd by Smith, to adjourn. All in favor.

## TIME AND PLACE FOR NEXT MEETING.

**Next meeting:** Thursday, October 24, 2024 – Board Meeting and Mini Strategic Planning Session: 2:30 PM to 5:30 PM. Town of Jackson Council Chambers

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81522746953?pwd=NGkvZWFSU9vakJHR1RrUlozRCTEdz09>

Webinar ID: 815 2274 6953 / Passcode: 83001

Ann McClure Date  
START Administrative Assistant (Minutes Editor)

The undersigned duly qualified and acting secretary of the Southern Teton Area 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.

Kristin Unruh, Secretary Date

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<b>Meeting Date:</b>	October 24, 2024	<b>Meeting Title:</b>	Regular meeting
<b>Submitting Department:</b>	START	<b>Presenter:</b>	Bruce Abel, Director
<b>Agenda Item:</b>	TDP- recommended consultant	<b>Public Comment:</b>	Yes

### **Purpose & Policy Considerations.**

The purpose of this action item is to request START Board authorization to negotiate a contract with Transportation Management & Design, Inc. (TMD) for the preparation of a Five (5) Year Transit Development Plan (TDP) and Comprehensive Fare Study for START.

### **Requested Action.**

Staff requests that the START Board authorize staff to negotiate a contract with TMD for the preparation of a Five (5) Year TDP and Comprehensive Fare Study for START.

### **Recommendation.**

START staff recommends that the Board authorize staff to negotiate a contract with TMD consultant and present a contract for START Board consideration at a future meeting.

### **Background**

On September 3, 2024, START staff issued Request for Proposals (RFP) # 24-1 for the preparation of a Five (5) Year TDP and an option to prepare a Comprehensive Fare Study. The purpose of the TDP is to provide a strategic blueprint for enhancing transit/mobility services in the Jackson/Teton County community over the next five (5) years (2026-2030), identify associated capital and financial needs, and identify funding mechanisms to fund and support the plan. The TDP is also to include a process by which services can be monitored in order to respond to changing community needs and emerging trends in mobility. This planning study is intended to succeed the START Routing Plan 2020-2025 that was prepared in 2019/2020.

The Comprehensive Fare Study is to examine START fare policy and fare structure and to integrate these findings into the TDP.

Overall project Objectives as set forth in the RFP include:

1. Develop a Comprehensive Transit Development Plan:
  - a. Evaluate current transit services and infrastructure.
  - b. Identify innovative strategies to enhance service delivery and customer satisfaction.
  - c. Establish a financial plan ensuring long-term sustainability.
2. Public Engagement and Stakeholder Involvement:
  - a. Facilitate meaningful community and stakeholder engagement.
  - b. Include diverse voices, especially from traditionally underrepresented communities.
3. Scenario Planning and Performance Monitoring Tools:
  - a. Create tools for ongoing scenario analysis and monitoring of services.
  - b. Develop a mechanism for continuous evaluation and adjustment of the transit plan.

Copies of the RFP were sent to 15 consulting firms active in this field and identified by Charlotte Frei, Regional Transportation Planning Administrator (RTPA), and Bruce Abel, START Director. The RFP was also posted on the Town of Jackson website. 17 firms in total received the RFP.

Five (5) proposals were received by the October 3, 2024 deadline for submittal of proposals. All five (5) submittals proposed on both the TDP and the optional Fare Study. Proposals were received from FHU in partnership with Nelson Nygaard, LSC, Mead & Hunt, Transportation Management and Design (TMD), and Via Mobility Services. Proposals were evaluated by an evaluation team consisting of Charlotte Frei, Doug Self, Community Development Director for the City of Driggs, and Bruce Abel.

The evaluation team met via Zoom on Friday, October 11, 2024 to discuss the individual scoring/ratings of the five (5) proposals. Evaluative criteria for the scoring of the proposals were: 1) Firm Experience and Project Understanding, 2) Approach to project, 3) Experience and qualifications of the proposed team, 4) references, and 5) Cost. The outcome of the initial evaluation team meeting was a consensus that Via Mobility and TMD were the top ranked proposals. Zoom interviews were conducted with the proposed project teams from Via and TMD on Friday, October 18, 2024. The results of these interviews were discussed by the evaluation team and it is recommended that START engage the services of TMD to prepare the Five (5) Year TDP and Comprehensive Fare Study for START.

### **Financial Impact**

START has \$175,000 in funding in the approved FY25 Operating/Administrative budget for the preparation of a Five (5) Year TDP and Comprehensive Fare Study for START. In addition, Charlotte Frei earmarked \$25,000 from the RTPA budget to help fund this project. The price proposal from the recommended proposer is within the \$175,000 START budget for this project.

### **Suggested Motion**

I move to approve Transportation Management & Design, Inc to prepare the Five (5) Year Transit Development Plan and Comprehensive Fare Study for START, and direct staff to negotiate a contract with Transportation Management & Design, Inc. and present a contract for START Board consideration at a future meeting.

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Prepared by

Bruce Abel, Transit Director

<b>Meeting Date:</b>	October 24, 2024	<b>Meeting Title:</b>	Regular
<b>Submitting Department:</b>	START	<b>Presenter:</b>	Bruce Abel, Director
<b>Agenda Item:</b>	Winter 2024-2025 Contracted Bus Services	<b>Public Comment:</b>	Yes

### **Purpose & Policy Considerations.**

The purpose of this item is to request START Board of Directors approval to enter into an Agreement with Western Trails Charters and Tours, dba Salt Lake Express to provide contracted public transit bus service on behalf of START during the winter 2024-2025 winter season and also to request Board authorization to submit an amendment to the adopted START FY 25 budget to fund the provision of the service described below.

### **Requested Action.**

Authorize the START Board Chair to enter into an Agreement with Western Trails Charters and Tours, dba Salt Lake Express, to provide contracted public transit bus service on behalf of START during the 2024-2025 winter season and authorize START staff to submit a request budget amendment to fund the provision of the service as described.

### **Recommendation.**

START staff and the START Finance Committee recommend approving the Contracted Bus Services Agreement with Western Trails and Charters, dba Salt Lake Express, for the provision of contracted public transit bus service on behalf of START during the winter 2024-2025 winter season. START staff and the START finance committee also recommend that staff be authorized to submit a request for an amendment to the adopted START FY 25 budget to fund the provision of the service as described.

### **Background**

Given the challenges associated with hiring drivers to provide all anticipated START bus services during the 2024-2025 winter season, Staff issued a Request for Qualifications (RFQ) to solicit private contractors to provide a portion of START bus services. The RFQ was issued on October 3, 2024 and responses were due on October 16, 2024. The RFQ was sent to Salt Lake Express (SLE), Driver Provider and Summit Transportation. The RFQ anticipated the provision of "Village Express" transit service between the Town of Jackson and Teton Village operating 7 days per week to be provided between approximately 6:00 AM and approximately 8:00 PM to supplement service provided by START. Service would be provided for approximately 135 days from November 30, 2024 through April 13, 2025. Service would be provided by two (2) contractor provided buses operating approximately 22.8 in-service hours per day and 593 miles per day during the AM and PM peak hours.

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

One response to the RFQ was received by the 4:00 pm deadline on October 16, 2024. The one response was submitted by Salt Lake Express (SLE).

The proposed price was \$351,000 for the provision of the services described in the RFQ. SLE proposed to reduce the fee by \$20.00 per bus per day in exchange for the ability to park the SLE buses at the START facility. The parking lease will be dealt with as a separate item as the parking lease would need to be between SLE and the Town of Jackson. It is START staff's desire to have SLE buses park at the START facility in order to exercise oversight of the SLE service delivery.

Members of START staff reviewed the response to the RFQ. The company addressed key personnel and start-up timeline in a satisfactory manner and proposed vehicles met the START criteria. Staff believes that the selection of Salt Lake Express is warranted in the event that START hiring falls short of the number of personnel needed to fulfill the provision of all START services included in the approved FY25 START Operations Plan.

### **Financial Impact**

Funds are not available in the adopted 2024-2025 START budget to fund the provision of contracted transit bus service during the winter 2024-2025 winter season. A budget amendment in the amount of \$351,000 less the corresponding wage, benefit and maintenance related costs that are included in the approved START budget. These costs will be calculated prior to the submission of requested budget amendment that would need to be approved by the Town of Jackson Town Council and the Teton County Board of County Commissioners before this agreement can be executed. This budget amendment would be requested at the December 3, 2024 Joint Information Meeting. Staff will not execute the agreement or request the budget amendment unless hiring falls short of the number of drivers needed to fulfill START's FY 25 Operations Plan. This determination will be made when new hires report for training on November 12, 2024.

### **Suggested Motion**

*I move to authorize the START Board Chair to enter into an Agreement between START and Western Trails Charter and Tours, dba Salt Lake Express, for the provision of contracted transit bus services for the winter 2024-2025 season as described in the RFQ issued October 3, 2024, subject to minor changes required by staff; and*

*The START Board authorizes the submission a budget amendment to the Town of Jackson Town Council and the Teton County Commissioners in the amount of \$351,000 less the estimated cost of providing the specified services using START staff as reflected in the approved START FY 2025 budget.*

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Prepared by

Bruce Abel, Transit Director

## CONTRACTED TRANSIT BUS SERVICES AGREEMENT

This Contracted Transit Bus Services Agreement (**Contract**) is made and entered into, effective as of the 25<sup>th</sup> day of October, 2024, (**Effective Date**), by and between the Southern Teton Area Rapid Transit (**START**), located at 55 Karns Way Jackson, Wyoming 83001 and Salt Lake Express (**Carrier**), located at 785 Railroad Ave., Rexburg, Idaho 83440 as follows:

- A. **Description of Services.** Carrier shall perform the following described services in accordance with federal, state, and local motor carrier safety regulations.
  - 1. Carrier will provide at minimum 2 buses and drivers, and up to three (3) buses and drivers for said buses, to exclusively serve START 7 days a week for daily passenger service, including all holidays.
  - 2. Carrier will provide service from approximately 6:00 am to 8:00 pm daily, all as set forth in Appendix A, attached hereto and incorporated herein by this reference. The term "service" as used in this Contract means that the bus is actually in revenue service during those hours. START may adjust the schedule and route at any time with 24-hour notice.
  - 3. Carrier will comply with all federal, state, and local motor carrier safety regulations, specifically including the Federal Clauses, attached hereto as Appendix B and incorporated herein by this reference.
  - 4. Each driver must have their own, or a Carrier provided, cellular telephone on each bus that i) is fully charged at the beginning of revenue service and ii) has a service contract for the phone that includes telephone and data.
  - 5. Driver(s) must record ridership data during each day in accordance with START policy.
  - 6. Carrier will provide monthly billing statements.
  - 7. Carrier will provide the name of the Carrier's contact person to serve as the point of contact between START and Carrier.
  - 8. Carrier will provide contact phone numbers of Carrier to be used by START 7 days a week, 24 hours a day as needed.
- B. **Contract Period.** Carrier shall provide bus service commencing on November 30, 2024. This Contract will terminate on April 13, 2024.
- C. **Payment Schedule.** Carrier rate is \$1300.00 per day, per bus for services, and up to \$165.00 per in-service hour for hours of service provided outside of the hours specified in Appendix A. Notwithstanding the foregoing, the maximum amount that Carrier shall be paid for services rendered is \$351,000.
- D. **Bus Maintenance.** START is not responsible for any maintenance whatsoever of Carrier's buses and Carrier has no right or authority to access or use the START bus facility or any Town of Jackson staff, equipment, or facilities for its bus maintenance.
- E. **Wash Bay.** Carrier may use the wash bay located at the START facility to clean Carrier buses under the following conditions:
  - 1. Carrier staff may access the wash bay twice weekly on Tuesdays and Saturdays between the hours of 6 p.m. and 11p.m. and must be out of the wash bay facility by 11p.m.
  - 2. Carrier may use the wash bay to clean a maximum of 3 buses.

3. START or Town of Jackson staff will supervise use of the wash bay, including being the operator of the wash bay door, and Carrier staff is not authorized to access or use the wash bay without direct supervision of START or Town of Jackson staff.
4. Carrier shall be responsible for any and all damage to the wash bay, including the access doors thereto, caused by the negligence of the Carrier, its agents or employees (explicitly including its drivers) and shall pay the full cost for repairing any damage to the wash bay and, if applicable, any costs incurred by the Town of Jackson or START because of any loss of use of the wash bay.

F. **Driver and Bus Replacement.** If any Carrier bus(es) has a maintenance issue that requires such bus being taken out of service, Carrier is obligated to replace the bus within 24 hours of taking it out of service. If any Carrier driver becomes disabled, ill, or otherwise unable to drive the bus as required under this Contract, Carrier is obligated to replace the driver within 24 hours of their inability to work.

G. **Fuel Cost Provision.** Carrier is responsible for diesel fuel costs and such costs are accounted for within the Contract rate.

H. **Risk of Loss.** Carrier agrees to bear all risk of injury and death to passengers, employees, and other persons as pertains to the Carrier's operation. The Carrier assumes the risk for all damage or destruction to Carrier's equipment. START shall not be responsible for any loss of or damage to property of Carrier or of others located on Carrier's bus(es), except if caused by the willful act or omission or gross negligence of START. Furthermore, the Carrier agrees to indemnify and hold harmless the Town of Jackson and START from any and all liability that results from the injury and/or death of any passengers, employees or any other persons caused by the negligence and/or intentional actions of the Carrier, its agents or employees.

I. **Insurance.**

1. **Liability Insurance.** Carrier agrees to keep in force at its own expense during the entire Contract period liability insurance in compliance with Wyoming state law as will protect it from claims of any and all kind that may arise out of this Contract, whether directly or indirectly. The minimum liability limits of such insurance shall not be less than five million dollars (\$5,000,000). START shall be named as an additional insured under Carrier's insurance. Proof of such insurance shall be provided to Town within a reasonable amount of time after this Contract is executed. Carrier is responsible for insuring all buses, including any replacement buses that may be used during the Contract period. Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to START and Carrier at their respective addresses provided herein at least thirty (30) days before the effective date of change or cancellation.
2. **Property Insurance.** Carrier shall obtain and keep in force during the term of this Contract a policy or policies of insurance covering loss or damage to property that, at minimum, meets State of Wyoming limits for Carrier's operation of bus(es) in Wyoming. Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to START and Carrier at their respective addresses provided herein at least thirty (30) days before the effective date of change or cancellation.
3. **Workers' Compensation.** Carrier shall maintain Workers' Compensation Insurance for all of Carrier's employees. Such insurance shall comply with all applicable Wyoming state laws.

**J. Liquidated Damages.**

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

**K. Termination.** With 7 calendar days' notice to Carrier, START may terminate this Contract for any reason or no reason at all without penalty or damages accruing.

**L. Governing Law; Construction.** This Contract shall be 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 District Court for the District of Wyoming. This Contract was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

**M. Attorney Fees.** In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

**N. Entire Contract.** This Contract, including the Recitals, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

**O. Documents and Acts.** Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Contract and the transactions contemplated hereby.

**P. Modification of Contract.** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall not be binding upon either party except to the extent of an amendment in writing executed by both START and Carrier.

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

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

**CARRIER**

Salt Lake Express  
Rexburg, Idaho

---

Lisa Young,  
Sales Manager, Salt Lake Express

Dated: \_\_\_\_\_

Transit

**Town**

Southern Teton Area Rapid Transit  
Jackson, Wyoming

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Ty Hoath  
Board Chair, Southern Teton Area Rapid Transit

Dated: \_\_\_\_\_

ATTEST:

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Kristin Unruh  
Secretary, Southern Teton Area Rapid

## APPENDIX A

### **A: Contracted Services RFQ Defining Route Information: winter 2024-2025**

#### **Contracted Services:**

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

#### **Daily Service:**

- Monday thru Sunday (7 days a week)

#### **Dates of Service:**

- November 30<sup>th</sup> thru April 13<sup>th</sup> (Approximately: 135 days)

#### **Service Start Time:**

- 5:40 am (earliest report time)

#### **Service End Time:**

- 8:11 pm latest end time

#### **Total Weekly "in-service" hours (includes pre-trip and post-trip inspection allowances)**

- 159.6 (22.8 "in-service" hours per day)

#### **Total Daily Mileage:**

- 592.3 (Based on 2 am buses and 2 pm buses, 16 roundtrips per day, 37.02 per round trip)

#### **Frequencies:**

- AM: 40 minute frequency combined in each of the am and pm peaks.
- AM : 34-minute Outbound Trip (Jackson to Teton Village)/ 25-minute inbound trip (Teton Village to Jackson)
- PM: 25-minute outbound trip (Town to Teton Village)/ 34-minute Inbound trip ( Teton Village to Town)

#### **Route Map/Route Instructions:**

## AM Outbound/Inbound Teton Village Express Winter Schedule

### Start run at Miller Park Transit Center

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

### Return run From Teton Village Bus Stop

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

End of Run

## Express PM Outbound/Inbound Teton Village Winter Schedule

### Start run at Miller Park Transit Center

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

### Return run From Teton Village Bus Stop

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

### End of Run



**Daily Trip Schedule/ Timetable – (Package A):**

<b>Contracted Services Winter 2024-2025</b>	
<b>5:40 AM Show Express Tripper</b>	<b>6:20 AM Show Express Tripper</b>
6:00-6:34 TV Express to TV	6:40-7:14 TV Express to TV
6:40-7:05 TV Express to Town	7:20-7:45 TV Express to Town
7:20-7:54 TV Express to TV	8:00-8:34 TV Express to TV
8:00-8:25 TV Express to Town	8:40-9:05 TV Express to Town
8:40-9:14 TV Express to TV	9:20-9:54 TV Express to TV
9:20- 9:45 TV Express to Town	10:00-10:25 TV Express to Town
10:00-10:34 TV Express to TV	10:40-11:14 TV Express to TV
10:40-11:05 TV Express to Town	11:20-11:45 TV Express to Town
<b>11:13 am End Of Shift</b>	<b>11:53 am EOS</b>
<b>4.50 hr</b>	<b>4:50 hr</b>

<b>13:40 PM Show Express Tripper</b>	<b>14:20 PM Show Express Tripper</b>
14:00-14:25 TV Express to TV	14:40-15:05 TV Express to TV
14:40-15:11 TV Express to Town	15:20-15:51 TV Express to Town
15:20-15:45 TV Express to TV	16:00-16:25 TV Express to TV
16:00-16:31 TV Express to Town	16:40-17:11 TV Express to Town
16:40-17:05 TV Express to TV	17:20-17:45 TV Express to TV
17:20-17:51 TV Express to Town	18:00-18:31 TV Express to Town

18:00-18:25 TV Express to TV	18:40-19:05 TV Express to TV
18:40-19:11 TV Express to Town	19:20-19:46 TV Express to Town

19:31 EOS	20:11 EOS
5.85 hr	5.85 hr

11A

## Federal Clauses

### ACCESS TO RECORDS AND REPORTS

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

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

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### AMERICANS WITH DISABILITIES ACT(ADA)

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

### BUS TESTING

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

### BUY AMERICA REQUIREMENTS

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

### BYRD ANTI-LOBBYING AMENDMENT

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

### CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

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

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

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

### CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

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

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

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

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

#### **Civil Rights and Equal Opportunity**

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

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

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

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

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

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

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

#### Clean Air Act

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

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

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

#### Federal Water Pollution Control Act

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

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

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

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

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

### Compliance with the Contract Work Hours and Safety Standards Act.

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

## DEBARMENT AND SUSPENSION

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

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

## **DHS SEAL, LOGO, AND FLAGS**

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

## **ENERGY CONSERVATION**

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

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

## **FEDERAL CHANGES**

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

## **FLY AMERICA**

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

## **NOTIFICATION TO FTA**

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

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

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

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

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

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

## **PROMPT PAYMENT**

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

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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

### **Distracted Driving**

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

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

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

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

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

## **SIMPLIFIED ACQUISITION THRESHOLD**

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

## **TERMINATION**

### Termination for Convenience (General Provision)

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

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

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

### Opportunity to Cure (General Provision)

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

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

### Waiver of Remedies for any Breach

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

### Termination for Convenience (Professional or Transit Service Contracts)

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

### Termination for Default (Supplies and Service)

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

### Termination for Default (Transportation Services)

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

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

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

### Termination for Default (Construction)

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

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

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

#### Termination for Convenience or Default (Architect and Engineering)

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

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

#### Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

## **VIOLATION AND BREACH OF CONTRACT**

#### Rights and Remedies of the Agency

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

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

For purposes of this Contract, breach shall include.

#### Rights and Remedies of Contractor

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

#### Remedies

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

#### Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation.

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

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

#### Performance during Dispute

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

#### Claims for Damages

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

#### Remedies

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

Rights and Remedies

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

## Federal Certifications

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

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

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

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Town of Jackson, Wyoming  
START Bus System

Monthly Financial Report				for the month of			9/30/2024	month	3	25.000%
	Period Actual	Period Budget (div by 12)	Period Variance	YTD Actual	YTD Budget	YTD Variance	%	Total Budget	Budget remaining	%
<b>Revenues:</b>										
Intergovernmental	\$ 109,769.00	\$ 1,078,641.08	\$ (968,872.08)	\$ 329,307.00	\$ 3,235,923.25	\$ (2,906,616.25)	10.177%	\$ 12,943,693.00	\$ 12,614,386.00	2.544%
Charges for Service	\$ 21,031.46	\$ 151,838.33	\$ (130,806.87)	\$ 125,866.08	\$ 455,515.00	\$ (329,648.92)	27.632%	\$ 1,822,060.00	\$ 1,696,193.92	6.908%
Miscellaneous	\$ 13,774.5	\$ 18,188.33	\$ (4,413.83)	\$ 34,304.07	\$ 54,565.00	\$ (20,260.93)	62.868%	\$ 218,260.00	\$ 183,955.93	15.717%
<b>subtotal</b>	<b>\$ 144,574.96</b>	<b>\$ 1,248,667.75</b>	<b>\$ (1,104,092.79)</b>	<b>\$ 489,477.15</b>	<b>\$ 3,746,003.25</b>	<b>\$ (3,256,526.10)</b>	<b>13.067%</b>	<b>\$ 14,984,013.00</b>	<b>\$ 14,494,535.85</b>	<b>3.267%</b>
transfers in	110756.83	\$ 124,095.58	\$ (13,338.75)	332,270.49	\$ 372,286.75	\$ (40,016.26)	89.251%	\$ 1,489,147.00	\$ 1,156,876.51	22.313%
<b>Total</b>	<b>\$ 255,331.79</b>	<b>\$ 1,372,763.33</b>	<b>\$ (1,117,431.54)</b>	<b>\$ 821,747.64</b>	<b>\$ 4,118,290.00</b>	<b>\$ (3,296,542.36)</b>	<b>19.954%</b>	<b>\$ 16,473,160.00</b>	<b>\$ 15,651,412.36</b>	<b>4.988%</b>
<b>Expenditures</b>										
Administration	\$ 111,271.85	\$ 174,260.25	\$ (62,988.40)	\$ 402,124.08	\$ 522,780.75	\$ (120,656.67)	76.920%	\$ 2,091,123.00	\$ 1,688,998.92	19.230%
Operations	\$ 566,365.79	\$ 655,870.92	\$ (89,505.13)	\$ 1,295,295.96	\$ 1,967,612.75	\$ (672,316.79)	65.831%	\$ 7,870,451.00	\$ 6,575,155.04	16.458%
<b>subtotal</b>	<b>\$ 677,637.64</b>	<b>\$ 830,131.17</b>	<b>\$ (152,493.53)</b>	<b>\$ 1,697,420.04</b>	<b>\$ 2,490,393.50</b>	<b>\$ (792,973.46)</b>	<b>68.159%</b>	<b>\$ 9,961,574.00</b>	<b>\$ 8,264,153.96</b>	<b>17.040%</b>
Capital outlay	\$ 18,607.88	\$ 619,231.67	\$ (600,623.79)	\$ 18,607.88	\$ 1,857,695.00	\$ (1,839,087.12)	1.002%	\$ 7,430,780.00	\$ 7,412,172.12	0.250%
<b>Subtotal (cume)</b>	<b>\$ 696,245.52</b>	<b>\$ 1,449,362.83</b>	<b>\$ (753,117.31)</b>	<b>\$ 1,716,027.92</b>	<b>\$ 4,348,088.50</b>	<b>\$ (2,632,060.58)</b>	<b>39.466%</b>	<b>\$ 17,392,354.00</b>	<b>\$ 16,696,108.48</b>	<b>9.867%</b>
Transfers out	\$ -	\$ 13,748.92	\$ (13,748.92)	\$ 12,078.00	\$ 41,246.75	\$ (29,168.75)	29.282%	\$ 164,987.00	\$ 152,909.00	7.321%
<b>Total (cume)</b>	<b>\$ 696,245.52</b>	<b>\$ 1,463,111.75</b>	<b>\$ (766,866.23)</b>	<b>\$ 1,728,105.92</b>	<b>\$ 4,389,335.25</b>	<b>\$ 2,661,229.33</b>	<b>39.371%</b>	<b>\$ 17,557,341.00</b>	<b>\$ 15,829,235.08</b>	<b>9.843%</b>
Net Revenue over Expenditures	\$ (440,913.73)	\$ (90,348.42)	\$ (350,565.31)	\$ (906,358.28)	\$ (271,045.25)	\$ (5,957,771.69)	334.394%	\$ (1,084,181.00)	\$ (177,822.72)	83.598%

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	<b>1,071,736</b>

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%

2022	Town Shuttle	Teton Village	Star Valley	Teton Valley	Circulator	ADA	START On-Demand	Monthly Total	'22 vs. '21	
	19,554	62,593	2,370	2,104	-	458	16,057	103,136	36,202	54%
Jan	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%
<b>Totals 2022</b>	279,062	328,831	26,346	25,252	-	6,049	131,290	<b>796,830</b>	280,399	54%

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	563	19,078	118,060	15,045 15%
<b>Totals 2023</b>	<b>352,359</b>	<b>332,287</b>	<b>25,685</b>	<b>27,499</b>	<b>1,000</b>	<b>5,856</b>	<b>176,101</b>	<b>920,787</b>	<b>123,957 16%</b>

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%
<b>Totals 2023</b>	<b>352,359</b>	<b>332,287</b>	<b>25,685</b>	<b>27,499</b>	<b>1,000</b>	<b>5,724</b>	<b>176,101</b>	<b>920,655</b>	<b>39,078</b>	<b>959,733</b>	<b>(757,752) -95%</b>

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	3,294	2,371	1,998	490	21,777	136,729	8,128	144,857	16,250 13%
February	35,416	70,082	2,981	2,511	2,292	473	20,472	134,227	9,748	143,975	26,403 24%
March	36,358	61,951	2,687	2,086	2,907	473	19,091	125,553	7,464	133,017	18,651 17%
April	28,387	19,967	2,404	1,822	532	416	10,844	64,372	2,652	67,024	17,007 36%
May	31,956	9,564	2,426	2,048	-	521	10,538	57,053	-	57,053	9,252 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	-	-	-	-	-	-	-	-	-	(50,052) -100%	
November	-	-	-	-	-	-	-	-	-	(44,508) -100%	
December	-	-	-	-	-	-	-	-	-	(117,928) -100%	
<b>Totals 2024</b>	<b>323,035</b>	<b>305,365</b>	<b>22,485</b>	<b>19,302</b>	<b>7,729</b>	<b>4,030</b>	<b>137,408</b>	<b>819,354</b>	<b>35,642</b>	<b>854,996</b>	<b>780,276 629%</b>

## Summary Tables:

## Monthly Total - September Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	Annual Total:
2018	45,062	16,760	2,286	2,445	-	392	-	-	66,945
2019	50,287	25,540	2,559	3,623	-	406	-	-	82,415
2020	13,597	4,788	1,675	1,648	-	253	-	-	21,961
2021	17,661	7,969	1,773	1,893	-	528	-	-	29,824
2022	25,600	13,410	2,038	2,418	-	422	9,878	-	53,766
2023	31,403	15,592	1,903	2,133	-	484	11,783	653	63,951
2024	36,072	15,930	2,125	2,165	-	376	11,847	840	69,355

## Monthly Comparisons for Each Service Type - September Data ONLY:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	Monthly Variance:
2018 - 2019	5,225	8,780	273	1,178	-	14	-	-	15,470
	11.60%▲	52.39%▲	11.94%▲	48.18%▲	0.00%▲	3.57%▲	0.00%▲	0.00%▲	23.11%▲
2019 - 2020	(36,690)	(20,752)	(884)	(1,975)	-	(153)	-	-	(60,454)
	-72.96%▼	-81.25%▼	-34.54%▼	-54.51%▼	0.00%▲	-37.68%▼	0.00%▲	0.00%▲	-73.35%▼
2020 - 2021	4,064	3,181	98	245	-	275	-	-	7,863
	29.89%▲	66.44%▲	5.85%▲	14.87%▲	0.00%▲	108.70%▲	0.00%▲	0.00%▲	35.80%▲
2021 - 2022	7,939	5,441	265	525	-	(106)	9,878	-	23,942
	44.95%▲	68.28%▲	14.95%▲	27.73%▲	0.00%▲	-20.08%▼	0.00%▲	0.00%▲	80.28%▲
2022 - 2023	5,803	2,182	(135)	(285)	-	62	1,905	653	10,185
	18.48%▲	13.99%▲	-7.09%▼	-13.36%▼	0.00%▲	12.81%▲	16.17%▲	100.00%▲	15.93%▲
2023 - 2024	4,669	338	222	32	-	(108)	64	187	5,404
	12.94%▲	2.12%▲	10.45%▲	1.48%▲	#DIV/0!	-28.72%▼	0.54%▲	22.26%▲	7.79%▲

## YTD Totals for January through September Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	YTD Total:
2018	388,657	400,780	24,528	24,872	-	4,053	-	-	842,890
2019	369,876	438,746	24,976	27,253	-	4,063	-	-	864,914
2020	177,324	281,479	16,781	16,687	-	3,130	-	-	495,401
2021	141,853	171,858	17,862	15,908	-	4,131	-	-	351,612
2022	211,224	262,111	19,908	18,815	-	4,478	96,515	-	613,051
2023	269,573	253,448	19,112	20,669	-	4,364	141,001	32,554	740,721
2024	323,035	305,365	22,485	19,302	7,729	4,030	137,408	35,642	854,996

## YTD Comparisons for Each Service Type: January through August Data:

	Town Shuttle	Teton Village	Star Valley	Teton Valley	Airport Shuttle Pilot	ADA	START On-Demand	GTR Shuttle	Annual Variance:
2018 - 2019	(18,781)	37,966	448	2,381	-	10	-	-	22,024
	-4.83%▼	9.47%▲	1.83%▲	9.57%▲	0.25%▲				2.61%▲
2019 - 2020	(192,552)	(157,267)	(8,195)	(10,566)	-	(933)	-	-	(369,513)
	-52.06%▼	-35.84%▼	-32.81%▼	-38.77%▼	-22.96%▼				-42.72%▼
2020 - 2021	(35,471)	(109,621)	1,081	(779)	-	1,001	-	-	(143,789)
	-20.00%▼	-38.94%▼	6.44%▲	-4.67%▼	31.98%▲	100.00%▲			-29.02%▼
2021 - 2022	69,371	90,253	2,046	2,907	-	347	96,515	-	261,439
	48.90%▲	52.52%▲	11.45%▲	18.27%▲	8.40%▲	#DIV/0!			74.35%▲
2022 - 2023	58,349	(8,663)	(796)	1,854	-	(114)	44,486	32,554	127,670
	27.62%▲	-3.31%▼	-4.00%▼	9.85%▲	0.00%▲	-2.55%▼	46.09%▲	0.00%▲	20.83%▲
2023 - 2024	53,462	51,917	3,373	(1,367)	7,729	(334)	(3,593)	3,088	114,275
	16.55%▲	17.00%▲	15.00%▲	-7.08%▼	100.00%▲	-8.29%▼	-2.61%▼	8.66%▲	13.37%▲

**Commuter Services - Average Boardings:**

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

Date:	Teton Valley Commuter Monthly Avg.		
2018	2,781.75	12 Months	
2019	3,104.75	12 Months	
2020	1,766.83	12 months	
2021	1,758.83	12 months	
2022	2,104.33	12 month	
2023	2,291.58	12 month	
2024	2,144.67	9 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	2,498.33	9 months	
Nov-21			
Teton Valley	AM	PM	
November	TV1	7	15
	TV2	11	16
	TV3	19	4
Star Valley	AM	PM	
November	SV1	10	20
	SV2	23	19
	SV3	16	5
Dec-21			
Teton Valley	AM	PM	
December	TV1	7	18
	TV2	15	17
	TV3	22	10
Star Valley	AM	PM	
December	SV1	13	23
	SV2	28	23
	SV3	16	6
January 2022			
Teton Valley	AM	PM	
January	TV1	8	27
	TV2	16	20
	TV3	22	7
Star Valley	AM	PM	
January	SV1	14	24
	SV2	29	26
	SV3	14	6
February 2022			
Teton Valley	AM	PM	
February	TV1	10	20
	TV2	16	24
	TV3	25	9
Star Valley	AM	PM	
February	SV1	13	22
	SV2	27	25
	SV3	14	4
March 2022			
Teton Valley	AM	PM	
March	TV1	9	21
	TV2	17	24
	TV3	24	6
Star Valley	AM	PM	
March	SV1	16	25
	SV2	30	28
	SV3	17	7

April 2022		AM	PM
Teton Valley		8	18
April	TV1A	2	0
	TV1B	14	17
	TV2	20	7
Star Valley		13	21
April	SV1A	0	0
	SV1B	28	24
	SV2	16	6
	SV3		

May 2022		AM	PM
Teton Valley		11	18
May	TV1A	1	0
	TV1B	13	16
	TV2	19	7
Star Valley		11	17
May	SV1A	2	4
	SV1B	23	19
	SV2	11	6
	SV3		

June 2022		AM	PM
Teton Valley		10	17
June	TV1A	3	1
	TV1B	15	23
	TV2	20	7
Star Valley		13	19
June	SV1A	1	0
	SV1B	27	25
	SV2	12	7
	SV3		

July 2022		AM	PM
Teton Valley		11	21
July	TV1A	7	0
	TV1B	22	24
	TV2	19	9
Star Valley		13	21
July	SV1A	2	0
	SV1B	31	27
	SV2	14	8
	SV3		

August 2022		AM	PM
Teton Valley		12	21
August	TV1A	7	0
	TV1B	18	24
	TV2	19	9
Star Valley		11	22
August	SV1A	3	0
	SV1B	28	26
	SV2	13	6
	SV3		

September 2022		AM	PM
Teton Valley		12	25
September	TV1A	4	0
	TV1B	15	21
	TV2	24	10
Star Valley		13	19
September	SV1A	5	1
	SV1B	22	22
	SV2	11	6
	SV3		

October 2022		AM	PM
Teton Valley		12	23
October	TV1A	25	19
	TV2	25	11
Star Valley		12	22
October	SV1A	25	22
	SV2	24	9
	SV3		

November 2022		AM	PM
Teton Valley		11	22
November	TV1	23	30
	TV2	26	6
Star Valley		10	24
November	SV1	28	24
	SV2	15	5
	SV3		

December 2022		AM	PM
Teton Valley		10	24
December	TV1	24	27
	TV2	24	9
Star Valley		16	28
December	SV1	30	26
	SV2	16	8
	SV3		

		January 2023	
		AM	PM
January	Teton Valley	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	
		AM	PM
February	Teton Valley	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	
		AM	PM
March	Teton Valley	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	
		AM	PM
April	Teton Valley	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	
		AM	PM
May	Teton Valley	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	
		AM	PM
June	Teton Valley	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	
		AM	PM
July	Teton Valley	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	
		AM	PM
August	Teton Valley	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	
		AM	PM
September	Teton Valley	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	
		AM	PM
October	Teton Valley	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	
		AM	PM
November	Teton Valley	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	
		AM	PM
December	Teton Valley	TV1	12 21
		TV2	18 16
		TV3	16 9
Star Valley		AM	PM
December		SV1	15 29
		SV2	28 27
		SV3	22 7

January 2024			
Teton Valley	AM	PM	
January	TV1	15	23
	TV2	20	18
	TV3	22	10
Star Valley	AM	PM	
January	SV1	18	32
	SV2	30	27
	SV3	23	9

February 2024			
Teton Valley	AM	PM	
February	TV1	17	25
	TV2	25	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	13	22
	TV2	21	16
	TV3	19	8
Star Valley	AM	PM	
March	SV1	18	30
	SV2	26	24
	SV3	23	7

April 2024			
Teton Valley	AM	PM	
April	TV1	16	23
	TV2	22	20
	TV3	17	9
Star Valley	AM	PM	
April	SV1	13	23
	SV2	21	19
	SV3	19	8

May 2024			
Teton Valley	AM	PM	
May	TV1	14	27
	TV2	18	18
	TV3	19	7
Star Valley	AM	PM	
May	SV1	10	21
	SV2	18	14
	SV3	16	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	
August	TV1 - 401	13	29
	TV2 - 402	18	16
	TV3 - 403	21	8
Star Valley	AM	PM	
August	SV1 - 301	12	26
	SV2 - 302	21	20
	SV3 - 303	17	7

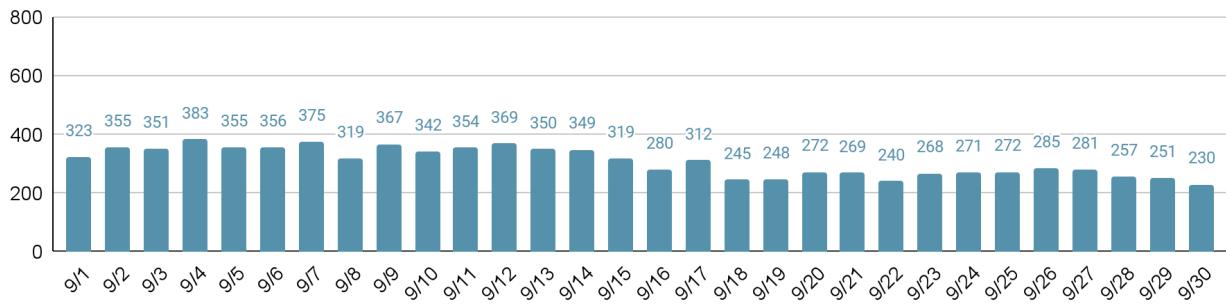


## **East Jackson Ridership Report**

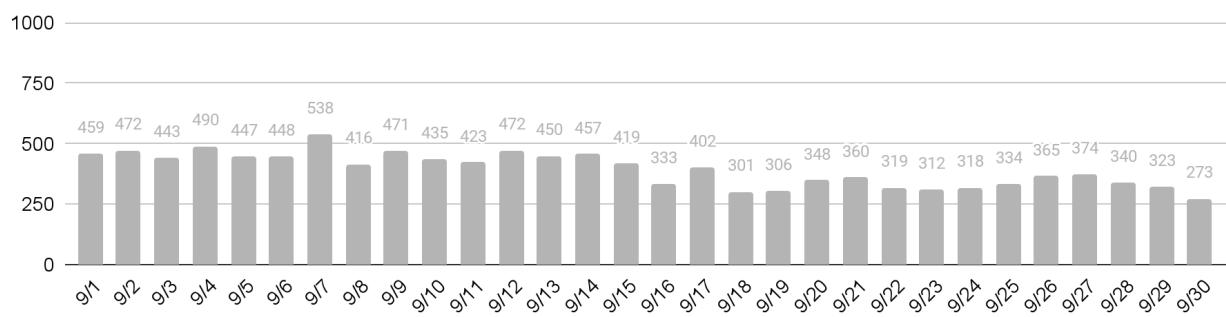
### **September 2024**

**Rides** : 9,247 / 327,440  
**Passengers (unlinked passenger trips)**: 11,847 / 453,350  
**Vehicle revenue hours**: 1,266 / 46,947  
**Total vehicle hours**: 1,465 / 52,337  
**Vehicle revenue miles**: 11,607 / 419,832  
**Total vehicle miles**: 13,180 / 452,646  
**Passenger miles**: 11,457 / 395,005  
**Unique rider accounts (month / year to date)**: 1,072 / 4,945  
**Passengers per revenue hour**: 9.4 / 9.7  
**Percent of rides shared**: 47%  
**Average wait time**: 13 minutes  
**Average ride time**: 5 minutes  
**Average ride length**: 1.0 miles  
**Average experience rating**: 4.92 out of 5  
**Wheelchair rides**: 3  
**No shows**: 224  
**Percent of rides more than 5 min late to pickup**: 7%  
(month to date / all time)

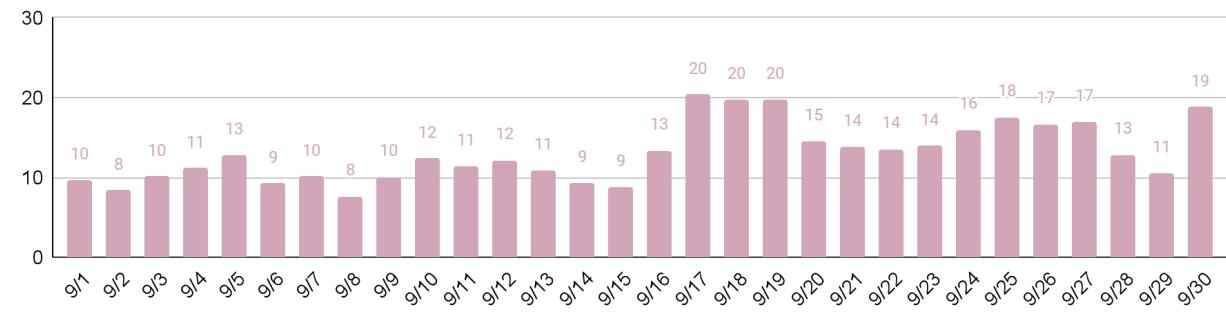
## Rides



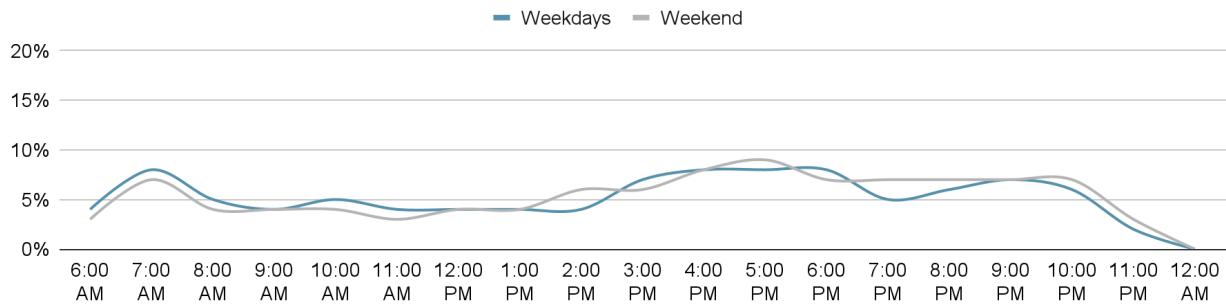
## Passengers



## Average Wait time



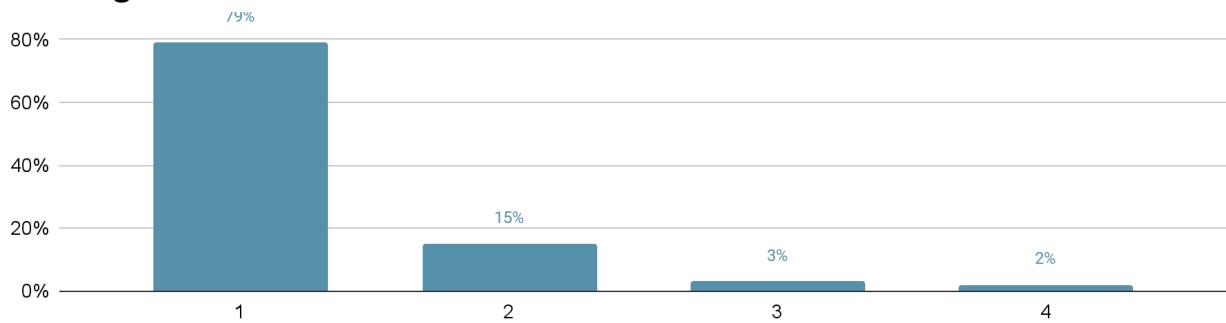
## Pickups by Hour



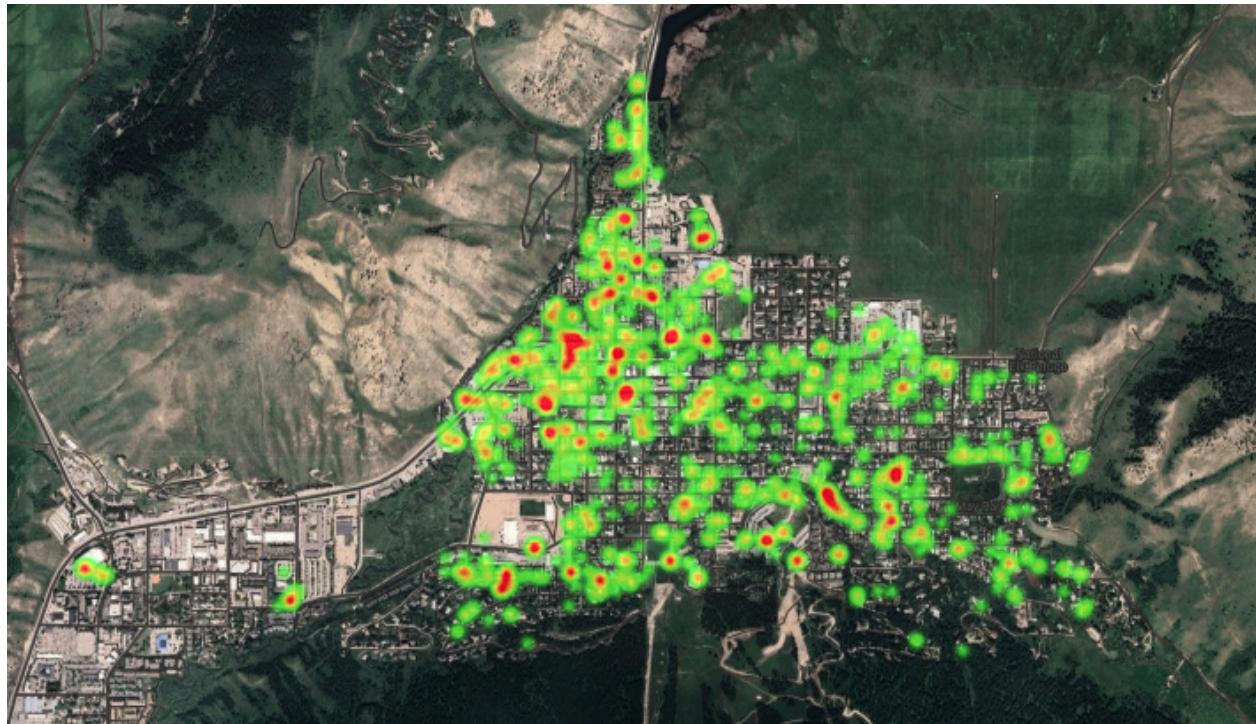
## Wait Time Distribution

- 0 - 5 min:** 20%
- 5 - 10 min:** 26%
- 10 - 15 min:** 22%
- 15 - 20 min:** 14%
- 20 - 25 min:** 8%
- 25 - 30 min:** 5%
- 30+ min:** 5%

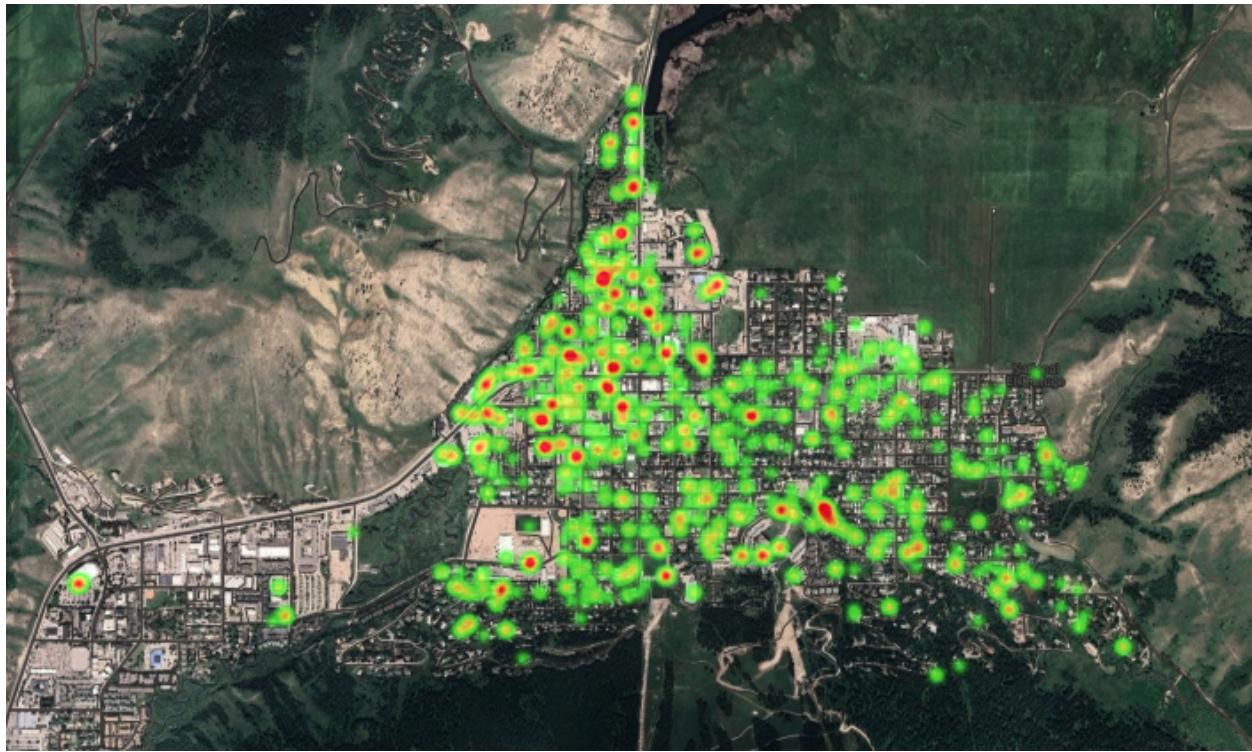
## Passenger Distribution



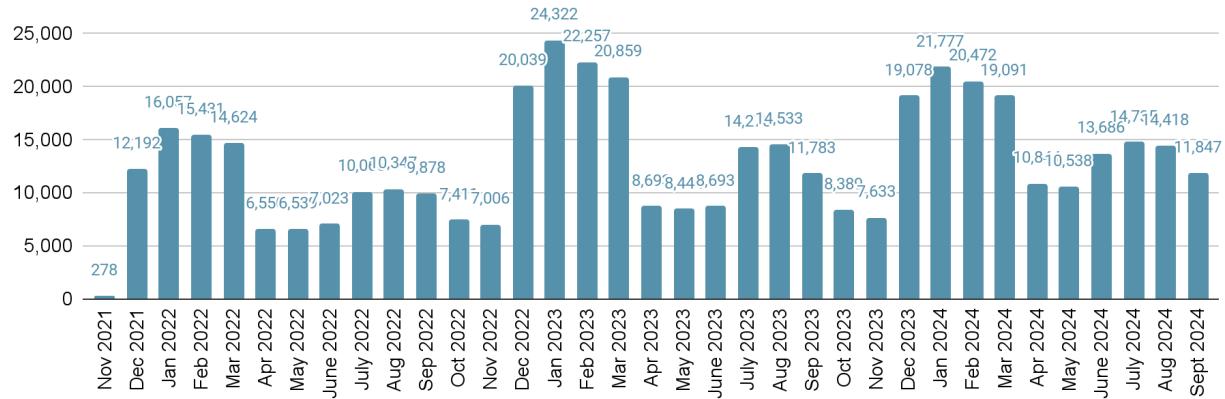
## Pickups Heat Map



## Dropoffs Heat Map



## All Time - Passengers



## All Time - Passengers / Revenue Hour



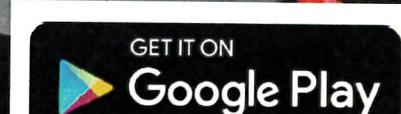


# START On-Demand's Library Stop Continues to November 30!

Order free rides to &  
from Teton County Library  
through November 30!

Available whenever the library is open.

A red START On-Demand van is parked on a street in front of a library building. The van has "START ON DEMAND" printed on its side. The library building has a "WELCOME TO" sign above the entrance. To the right of the van is a white call-to-action box with download links for Google Play and the App Store, and a QR code.





*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.*

## On-Time Performance

### **YEAR to Date**

Percentage of actual arrival times that are between zero minutes early and five minutes late at designated points along transit routes.

2023	On Time Performance	2024	On Time Performance
January	67%	January	74%
February	63%	February	71%
March	64%	March	68%
April	71%	April	74%
May	64%	May	77%
June	67%	June	74%
July	67%	July	71%
August	71%	August	74%
September	72%	September	76%
October	68%	October	
November	74%	November	
December	78%	December	



*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.*

## On-Time Performance

### 3rd Quarter of 2024

Percentage of actual arrival times that are between zero minutes early and five minutes late at designated points along transit routes.

2024

July

#### On Time Performance

<i>Star Valley</i>	71%
<i>Teton Valley</i>	37%
<i>Town Shuttle</i>	76%
<i>TV Local</i>	61%

September

#### On Time Performance

<i>Star Valley</i>	76%
<i>Teton Valley</i>	56%
<i>Town Shuttle</i>	73%
<i>TV Local</i>	67%

August

#### On Time Performance

<i>Star Valley</i>	74%
<i>Teton Valley</i>	49%
<i>Town Shuttle</i>	78%
<i>TV Local</i>	64%



## Total Complaints



First Quarter			
January	Riders	144,857	Total Ridership
February	Riders	143,964	421,740
March	Riders	132,919	
			Total Complaints
			10
TOTAL:			
SLE		2	START
		8	
Total complaints per 10,000:		0.23	
Passenger per complaints:		42,174	

3rd Quarter			
July	Riders	81,666	Total Ridership
August	Riders	78,671	228,488
September	Riders	68,151	
			Total Complaints
			8
Total complaints per 10,000:		0.35	
Passenger per complaints:		28,561	

Second Quarter			
April	Riders	64,372	Total Ridership
May	Riders	57,053	195,090
June	Riders	73,665	
			Total Complaints
			6
Total complaints per 10,000:		0.3	
Passenger per complaints:		32,515	

4th Quarter			
October	Riders	0	Total Ridership
November	Riders	0	0
December	Riders	0	
			Total Complaints
			0
Total complaints per 10,000:		0	
Passenger per complaints:		0	



## Total Comparisons 2024

### January

<b>Total Riders:</b>	144,857
<b>Total Complaints:</b>	1
<b>SLE:</b>	0
<b>START:</b>	1
<b>Total complaints per 10,000 passengers:</b>	0.001
<b>Passengers per complaints:</b>	144,857

### February

<b>Total Riders:</b>	143,964
<b>Total Complaints:</b>	4
<b>SLE:</b>	0
<b>START:</b>	4
<b>Total complaints per 10,000 passengers:</b>	0.27
<b>Passengers per complaints:</b>	35,991.00

### March

<b>Total Riders:</b>	132,919
<b>Total Complaints:</b>	5
<b>SLE:</b>	2
<b>START:</b>	3
<b>Total complaints per 10,000 passengers:</b>	0.37
<b>Passengers per complaints:</b>	26,583

### April

<b>Total Riders:</b>	64,372
<b>Total Complaints:</b>	4
<b>SLE:</b>	0
<b>START:</b>	4
<b>Total complaints per 10,000 passengers:</b>	0.62
<b>Passengers per complaints:</b>	16,093

### JULY

<b>Total Riders:</b>	81,666
<b>Total Complaints:</b>	8
<b>START:</b>	8
<b>Total complaints per 10,000 passengers:</b>	0.98
<b>Passengers per complaints:</b>	10,208

### October

<b>Total Riders:</b>	
<b>Total Complaints:</b>	
<b>START:</b>	
<b>Total complaints per 10,000 passengers:</b>	
<b>Passengers per complaints:</b>	

### May

<b>Total Riders:</b>	57,053
<b>Total Complaints:</b>	1
<b>SLE:</b>	0
<b>START:</b>	1
<b>Total complaints per 10,000 passengers:</b>	0.0001
<b>Passengers per complaints:</b>	57,053

### AUGUST

<b>Total Riders:</b>	78,671
<b>Total Complaints:</b>	0
<b>START:</b>	0
<b>Total complaints per 10,000 passengers:</b>	0.00
<b>Passengers per complaints:</b>	0

### November

<b>Total Riders:</b>	
<b>Total Complaints:</b>	
<b>START:</b>	
<b>Total complaints per 10,000 passengers:</b>	
<b>Passengers per complaints:</b>	

### June

<b>Total Riders:</b>	73,655
<b>Total Complaints:</b>	1
<b>SLE:</b>	0
<b>START:</b>	1
<b>Total complaints per 10,000 passengers:</b>	0.00
<b>Passengers per complaints:</b>	73,655

### SEPTEMBER

<b>Total Riders:</b>	68,515
<b>Total Complaints:</b>	0
<b>START:</b>	0
<b>Total complaints per 10,000 passengers:</b>	0.00
<b>Passengers per complaints:</b>	0

### December

<b>Total Riders:</b>	
<b>Total Complaints:</b>	
<b>START:</b>	
<b>Total complaints per 10,000 passengers:</b>	
<b>Passengers per complaints:</b>	



## Quarterly Accident Totals 2024



### First Quarter

Miles
102,552
94,945
100,522

Total Miles Driven
298,019
Total Preventable
12
Total Non-Preventable
4
Miles Between preventable accidents
24,835

January  
February  
March

### Third Quarter

Miles
50,957
125,870
47,478

Total Miles Driven
224,305
Total Preventable
0
Total Non-Preventable
0
Miles between preventable accidents
224,305

July  
August  
September

### Second Quarter

Miles
77,400
42,665
55,924

Total Miles Driven
175,989
Total Preventable
2
Total Non-Preventable
1
Miles between preventable accidents
87,995

April  
May  
June



## 2024 Accident Totals

### JANUARY

Preventable	5
Non-Preventable	0

### FEBRUARY

Preventable	2
Non-Preventable	0

### MARCH

Preventable	5
Non-Preventable	2

### APRIL

Preventable	0
Non-Preventable	0

### MAY

Preventable	1
Non-Preventable	1

### JUNE

Preventable	1
Non-Preventable	0

### JULY

Preventable	0
Non-Preventable	0

### AUGUST

Preventable	0
Non-Preventable	0

### SEPTEMBER

Preventable	0
Non-Preventable	0

### OCTOBER

Preventable	0
Non-Preventable	0

### NOVEMBER

Preventable	0
Non-Preventable	0

### DECEMBER

Preventable	0
Non-Preventable	0

TOTAL Preventable for the year

16