



# *Office of the Attorney General*

**Governor**

Mark Gordon

**Attorney General**

Bridget Hill

**Civil Division**

109 State Capitol

Cheyenne, Wyoming 82002

307-777-7886 Telephone

307-777-3687 Fax

**Chief Deputy Attorney General**

Ryan Schelhaas

**Deputy Attorney General**

Brandi Monger

January 10, 2024

Lea Colasuonno  
Jackson Town Attorney  
ATTN: Town Clerk  
PO Box 1687  
Jackson, WY 83001

**Re:** Amended and Restated Agreement Establishing Jackson-Teton County Joint Powers  
Transit System

Dear Lea:

Enclosed please find the two original copies of the above-referenced agreement, bearing  
the Attorney General's signature of approval.

If you have any questions, please feel free to contact me at 307-777-6886.

Sincerely,

A blue ink signature of Tyler M. Renner.

Tyler M. Renner  
Supervising Attorney General

Enclosure

AMENDED AND RESTATED AGREEMENT ESTABLISHING JACKSON-TETON COUNTY  
JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 11 day of September, 2023, by and between Teton County, Wyoming, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the "Parties").

**WHEREAS**, Wyoming Statute §16-1-102, *et seq.* (the Wyoming Joint Powers Act) and its predecessor statutes provide that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally vested in them; and

**WHEREAS**, the Wyoming Joint Powers Act provides in part that Wyoming counties and municipalities may enter into and operate, under a joint powers agreement, transportation facilities as set forth in §16-1-104(c)(v) Wyoming Statutes; and

**WHEREAS**, pursuant to said §16-1-104(c)(v), and § 18-2-108 Wyoming Statutes, as amended, counties and municipalities may enter into agreements to operate transportation system facilities; and

**WHEREAS**, if they do so, they may appoint a board to manage and supervise such systems and facilities; and,

**WHEREAS**, the Town and County have determined that there is a need within Teton County, the Town of Jackson, and the surrounding region, for a transit system providing transportation to residents and visitors; and

**WHEREAS**, in furtherance of meeting this need in accordance with statutory authorization, the Town and County have purchased buses and constructed bus stops and plan to purchase non-motor vehicle alternative transportation devices; and

**WHEREAS**, pursuant to §31-18-103 Wyoming Statutes, when such buses, described therein are owned and operated by the Town and /or County, they are exempt from regulation under Wyoming Statutes §§ 31-18-104, 31-18-209, 31-18-301 and 31-18-304; and

**WHEREAS**, the Town and County have operated a transportation system and facilities pursuant to a Joint Powers Agreement executed on July 7, 1992, which expired; and

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

**WHEREAS**, this Agreement amends, restates, and supersedes that certain Joint Powers Agreement, entered into on September 4, 2001, and all subsequent amendments thereto, by and between the Town and County.

**NOW, THEREFORE**, both Parties having resolved to do so in a meeting duly assembled, and in consideration of the foregoing and of the cooperation to be had between the Parties and the performance of the promises contained herein, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to establish procedures and responsibilities for the joint and cooperative undertaking of the Town and County in establishing and operating a transit system providing transportation between various points within the Town of Jackson, Wyoming, other unincorporated areas of Teton County, Wyoming, and the surrounding region in accordance with applicable laws.
2. Duration/Amendments. This Agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by the Parties, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this Agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.
3. Name. The project established by this Agreement shall be known as the "Southern Teton Area Rapid Transit ("START") System."
4. Board. There is hereby created a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Town Council of the Town of Jackson, Wyoming. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes, as amended, the Board members shall not be individually liable for any actions, inactions, or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the State of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur only after notice to the Board member to be removed and the opportunity for a hearing on the issue of removal before a joint meeting of the two (2) governing bodies.
5. Delegation of Authority for the Management and Supervision of Property and Programs. The Board is hereby delegated the authority to manage and supervise the transit system described herein, within the approved annual budget and operating plan, as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan and budget submitted by the Board and approved by the Parties. Any actions that would reasonably be expected to result in material changes to the approved operating plan or the approved Budget, shall be pre-approved by the Parties. The Board shall not be required to seek approval of any action that is reasonably necessary to comply with applicable law or regulation.
6. Interest of The Parties in Property, Facilities and Equipment. The following property shall be owned as follows: a) the Stilson Transit Center and the real estate upon which it is situated is owned by the County, b) the START facility located at 55 Karns Meadow Drive and the real estate upon which it is situated is owned by the Town, c) buses shall be owned by the party to whom they are registered, d) all other transportation

vehicles and any non-motor vehicle alternative transportation devices shall be owned by the Town, and e) any miscellaneous property, whether real or personal, not otherwise assigned herein shall be owned by the Town.

7. **Financing and Budget.** The Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies. In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this Agreement.
8. **Budget and Operating Plan.** The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any proposed capital projects or expenditures. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget; provided, however, that funds related to operational expenditures may be reallocated within budget items so long as such reallocation does not violate applicable state law and Town fiscal policies. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.
9. **Method of Operation.** The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and take advantage of established fiscal, personnel, insurance and other arrangements, the transit system department shall operate utilizing Town personnel policies, Town fiscal management and auditing, Town retirement and health and medical insurance, and Town casualty and personal liability insurance, etc. The final approved budget of the transit system department shall be within the Town's budget and the Town shall be responsible for performing all required audits and reporting to appropriate agencies.

Within the foregoing constraints, the day-to-day supervision and management of the transit system shall be under the administration of the Board. Obligations that would reasonably be expected to cause a material deviation from the approved Budget or the approved operating plan cannot be undertaken without the approval of both of the Parties.

No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

10. **Funding and Contracts.** The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services or funding needed to carry out the purposes of this Agreement within the approved Budget, operating plan, and policies approved by the Parties for each year. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.
11. **START Employees.** The Jackson Town Manager shall hire and terminate the Transit Director with the advice and input from the Board. The management, supervision, direct report, and discipline of the Transit Director shall be with the Jackson Town Manager. The Jackson Town Manager shall conduct a performance review annually of the Transit Director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.
12. **Termination and Dissolution.** This Agreement may be terminated with one hundred twenty (120) days' notice by the approval of a resolution of dissolution by either of the governing bodies of the Parties hereto. No Party may adopt a resolution to terminate this Agreement or its obligations hereunder if the effect of the adoption would violate the provisions of the Act or cause or constitute a breach of any contract pursuant hereto. In the event of such termination, any Property belonging to one of the Parties which provided the Property to or for the use of the Board shall revert to and be the sole and separate property of that Party.
13. **Prior Agreements.** This Agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements between the parties with respect to the Jackson-Teton County Joint Powers Transportation Project, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void. This Agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management and operation of a transit system and facilities in the Town of Jackson, Teton County, and surrounding region.

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

Board of County Commissioners of Teton,  
County Wyoming

By:

Luther Propst

Luther Propst, Chair  
Chair Board of County Commissioners

Town of Jackson, Wyoming

By:

Hailey Morton Levinson

Mayor



Attest:

Maureen Murphy  
Maureen E. Murphy, Clerk

Attest:

Riley Taylor  
Riley Taylor, Town Clerk



STATE OF WYOMING  
OFFICE OF ATTORNEY GENERAL

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

Approved this 4<sup>th</sup> day of January <sup>2024</sup>, 2023.

Bridget Hill

Bridget Hill, Attorney General  
State of Wyoming