

**THE TOWN OF JACKSON AND TETON COUNTY AGREEMENT
ESTABLISHING THE JACKSON HOLE ENERGY SUSTAINABILITY
PROJECT JOINT POWERS BOARD**

This agreement is made and entered into to be effective as of the _____ day of _____, 2011, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as “Town”, and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, Wyoming Statute §16-1-106 allows for an agreement between two (2) governmental entities to create a joint powers board to conduct a joint or cooperative undertaking; and

WHEREAS, the Town and County have pledged to jointly seek solutions to energy challenges and to support time and efforts on behalf of the three organizations involved in the project; and

WHEREAS, the leadership of Teton County and the Town of Jackson have expressed their desire and made numerous decisions for protection, preservation and continuation of the quality of life for themselves and future generations; and

WHEREAS, Teton County and the Town of Jackson are expected to see higher energy costs as new resources are acquired by Lower Valley Energy, hereinafter referred to as “LVE,” to meet increases in the demand for energy; and

WHEREAS, an opportunity exists to make Teton County and the Town of Jackson leaders in energy efficiency, energy innovation, local energy generation and use of alternative fuels for transportation and to transform the community into a model for economic sustainability, energy cost savings, energy conservation.

NOW THEREFORE, it is hereby resolved by the Jackson Town Council and the Teton County Board of County Commissioners in separate meetings duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to jointly create and establish a Joint Powers Board for energy conservation and renewable energy, (hereinafter referred to as the Board). The Board shall be a body corporate and politic, and a public corporation with power to sue and be sued.

2. **Duration.** This agreement shall commence on the date of approval by the Wyoming Attorney General, following the adoption and approval of this agreement by both parties hereto, and shall continue until such time as it is dissolved by either party.

3. **Name.** This agreement creates the Jackson Hole Energy Sustainability Project Joint Power Board.

4. **Board Composition.** The Board shall consist of nine (9) voting members all of whom shall be qualified electors of Wyoming. The Jackson Town Council shall appoint two members that are town councilpersons, a town employee and/or the Mayor; and the Town Council shall also appoint one community member to serve on the board. The Teton County Board of County Commissioners shall appoint two members that are Commissioners and/or a county employee and one community member to serve on the board. The Town and County shall jointly appoint two members that are either employees or board members of Lower Valley Energy, and the town and county shall jointly appoint a community member. The Board shall elect a Chairman, Vice-Chairman, Secretary and Treasurer for 1 year terms. Vacancies for unexpired terms of appointees shall be filled by their respective appointing entity. No individual member of the board shall be personally liable for any actions or procedure of the board. When actually engaged in the performance of their duties, members of the board shall receive no compensation but may be reimbursed for travel and per diem expenses as provided to state employees and as approved by the board. All members shall serve 3 year terms. For the initial term the three (3) community members shall serve 3 year terms. Of the remaining six (6) members, three (3) of the members shall serve an initial term of

2 years and three (3) of the members shall serve an initial term of 1 year, being evenly divided between the Town, County, and Lower Valley Energy. The appointing bodies shall decide which member is serving an initial term of 1 year and 2 years.

5. **Removal.** Any community member appointed may be removed with or without cause or notice by the entity that appointed that particular community member.

6. **Powers and Duties of the Board.** The Board shall:

(a) Promptly following appointment of its members, the board shall meet and organize. The Secretary of the Board shall notify the Town of Jackson Clerk and the Teton County Clerk of the Board's organization and shall file a certificate with the Teton County Clerk and the Secretary of State showing its organization. Upon filing of the certificate with the Teton County Clerk and the Secretary of State the board shall automatically become a body corporate and politic, and a public corporation with power to sue and be sued.

(b) The Board shall meet at least once every three (3) months at the call of the chairman or within five (5) days after an oral or written request of a majority of the board members.

7. **Ownership of Facilities.** The Town and County shall each be deemed to own a one-half (1/2) undivided interest in equipment and facilities. Future acquisitions of property must be designated as co-owned by the Town and County or as solely owned by either the Town or County at the time of its acquisition. If property is not designated at its time of acquisition, the default shall be sole ownership by the respective Party. The Town and County shall jointly operate and maintain any facilities.

8. **Financing and Budget.**

(a) **Fiscal Manager.** The Board shall contract with a fiscal manager.

(b) **Investment.** Investment of idle funds must be done in compliance with the Board adopted investment policy and Wyoming Statutes.

(c) **Attorney.** The Teton County Attorney's Office shall serve as legal counsel to the Board.

(d) **Budget Approval.** The Budget shall be reviewed and approved by the Town Council and the Board of County Commissioners. The Board shall submit their proposed budget to the parties no later than May 15 of every year.

9. Auditor Recommendations. The Parties intend to abide by all recommendations of their auditors. Recommendation of the parties' auditors proposed after the date hereof shall be deemed incorporated herein as they may be made from time to time. The Board shall hire the same firm used by either Teton County or the Town of Jackson to do all audits. The annual audit shall be delivered to the County and Town within 10 days of receipt by the Board.

10. Methods of Operation. The Board shall not have employees but may engage through professional and service contracts for technical, legal, research, and consulting services. In the performance of its duties the Board may utilize the services of any officer or employee of the Town or County with the approval of the Town Council, Board of County Commissioners, or elected County official depending on the assistance needed. Property which is solely owned by the Town shall be insured by the Town. Any property in which the County has an ownership interest shall be insured by the County.

11. Executive Director. The Board may contract with an executive director to support the Board in defining and carrying out the goals and objectives, manage projects, coordinate programs and events with a focus on community engagement and public outreach, develop partnerships, manage processes, analyze and report financial data, and assist with strategic planning. The executive director shall serve as an independent contractor.

12. Termination or Extension of Agreement. This agreement may be terminated by the resolution of either the Board of County Commissioners of Teton County, Wyoming, or the Town Council of the Town of Jackson, Wyoming duly adopted; provided, however, that neither party shall be permitted to terminate this agreement or its obligations hereunder if said termination, or the manner of termination, constitutes a breach of any contract for the purpose, lease, use or hiring of any facilities, property or services pursuant hereto. Upon such termination, all properties belonging to one of the agencies which provided the property as hereinabove designated, shall revert to and be the sole and separate property of that agency.

13. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties hereto with respect to the energy sustainability project and all such related facilities, and any such prior agreements are hereby rescinded and rendered null and void. This agreement contains the entire agreement between the parties concerning the establishment of a separate entity as hereinabove contemplated for the travel and tourism board hereinabove described.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

Mark Barron, Mayor date

Attest:

By: _____
Roxanne DeVries Robinson, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

Benjamin Ellis, Chair date

Attest:

By: _____
Sherry Daigle, County Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

I hereby certify that the foregoing agreement establishing the Jackson Hole Energy Sustainability Project Joint Power Board was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and Law of the State of Wyoming.

ATTORNEY GENERAL

Greg Phillips