

**JOINT POWERS AGREEMENT OF COOPERATION FOR PROVIDING  
OF FUNDS, JOINT AND COOPERATIVE EFFORTS TO PROVIDE  
MUSEUM SERVICES FOR THE JACKSON HOLE VALLEY AND  
NORTHWEST WYOMING, AND THE ESTABLISHING OF A TOWN OF  
JACKSON-TETON COUNTY ADMINISTRATIVE MUSEUM BOARD**

This agreement is made and entered into to be effective as of the 4<sup>th</sup> day of March, 2013, 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, pursuant to Wyoming Statute §16-1-104(b), Wyoming counties may enter into agreements with municipalities to perform any function that the county or municipality is authorized to perform; and

WHEREAS, pursuant to Wyoming Statutes §§ 15-1-103(a)(xxxii), 18-10-101 and 18-10-105, the County and Town are both authorized to operate museums; and

WHEREAS, Town and County have determined that there is a need within Teton County and the Town of Jackson for joint town-county funding and providing for museum services to steward and interpret the history of the Jackson Hole Valley and Northwest Wyoming, and pursuant to Wyoming Statute §18-10-101, the County may establish museum collections; and

WHEREAS, the Town and County have determined that preservation of Community Character should be and is a focus of the long range planning efforts of both entities and that a significant element of preserving the Community Character involves providing museum services that preserve the history of the area and educate the general public with regard to the history of the Jackson Hole Valley; and

WHEREAS, the Town and County formerly operated museum services under the *2003 Joint Powers Agreement* which is terminated by the adoption of this agreement; and

WHEREAS, the Town and County wish to establish an administrative board responsible for administering the joint and cooperative efforts of the Town and County (W.S. §16-1-105(c))

NOW, THEREFORE, it is hereby resolved by the Town and County in separate meetings duly assembled as follows:

1. Purpose. The purpose of this agreement is to outline the methods and practices by which the Town and County shall jointly cooperate to provide museum services. This agreement shall also establish the Town of Jackson-Teton County Administrative Museum Board (hereinafter Administrative Museum Board), which is not a separate legal entity, and which shall conduct the joint and cooperative undertaking of the Town and County in allowing for funding of and

assisting in the joint and cooperative effort to provide museum services to Teton County and the Town of Jackson.

2. Duration. This agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by both parties hereto, and shall terminate ten (10) years from said date of adoption and approval, unless sooner terminated or extended as hereinafter provided.
3. Name. The administrative board established by this agreement shall be known as the "Town of Jackson-Teton County Administrative Museum Board" (commonly referred to as the Administrative Museum Board). The Administrative Museum Board shall not be a separate legal entity and shall serve to administer the joint cooperative undertaking and representation of the Town and County.
4. Composition. The Administrative Museum Board shall consist of five (5) members, all of whom shall be qualified electors of Teton County, Wyoming. The County shall appoint two (2) Teton County Commissioners and the Town shall appoint two (2) Jackson Town Councilmen to serve on the five (5) member board. The Town may appoint the Jackson Town Mayor instead of one Jackson Town Councilman, thus one (1) Jackson Town Councilmen and one (1) Jackson Town Mayor. Jointly, the Town and County shall appoint one (1) public member, who shall not be a present board member of

the Jackson Hole Historical Society and Museum, Inc., or a board member of any third party museum service provider, but may have been a past board member. The Public Board member must have knowledge and/or interest in history or a related subject field, or in museum services. The Public Board member shall be appointed to serve a term of three (3) years. Membership on the Administrative Museum Board by a County commissioner or city councilman shall immediately cease upon the date that the Administrative Museum Board member is no longer a Jackson Town Councilman or Teton County Commissioner. The Town and County shall be responsible for appointing new members of their respective council or commission to replace outgoing Administrative Museum Board Members.

5. Powers Delegated. The Town and County do not delegate any powers to the Administrative Museum Board. The Administrative Museum Board serves solely to make recommendations to the Town and County for the purposes of providing museum services in the Town and County. This Agreement shall be non-exclusive with each of the parties hereto reserving the right to create, own and/or operate other historical museums, as they may deem appropriate pursuant to applicable law.

6. Ownership of Facilities. Any furniture, fixtures, equipment, collections, artifacts, improvements, and systems utilized in the provision of services contemplated by this Agreement, which are provided entirely by either the Town or the County shall remain the property of the entity providing them for use by the Administrative Museum Board. Any property that is jointly provided by the Town and County, shall be owned jointly by the Town and County. The Administrative Museum Board does not have the power or authority to own property.
7. Financing and Budget. The Town and County may each finance this joint undertaking by the appropriation by each party of any sum of money as determined in their individual budget processes. Neither the Town nor the County shall have any obligation to fund the joint undertaking in any amount. Each party's financial contribution, if any, may be financed from any legal fund or source whatsoever. The Administrative Museum Board has no authority to contract or enter into any agreements. The Administrative Museum Board may recommend to the Town and County to enter into contracts or agreements, but all contracts and agreements shall be entered into with the Town and County.
8. Auditor Recommendations: The sponsoring entities intend to abide by all recommendations of their auditors. Recommendations

of the parties' auditors proposed after the date hereof shall be deemed incorporated herein as they may be made from time to time.

9. Roles of Sponsoring Entities, the Board, and Staff. So as to minimize confusion as to the roles and responsibilities of the parties hereto, the parties identify such roles and responsibilities as follows:
- (a) Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds, if any, for the continued function of museum services;
  - (b) The Administrative Museum Board shall recommend to the Town and County the type and scope of service to be provided;
  - (c) The Administrative Museum Board shall have no staff or employees, nor shall the County or Town have any employees as a result of this agreement in the area of museum services. The Administrative Museum Board is an administrative board that advises the Town and County as to the type and scope of museum services. The Administrative Museum Board shall have no control over collections or have any involvement in day-to-day management of museum services. The Administrative Museum Board's sole role is to determine if museum services are needed, and if so, what the type, level and extent of the museum services should be. Prior to letting of contracts, approval of development applications, enacting ordinances, or taking other such action, which materially affects the finances, resources or operations

of museum services, the Town and County shall communicate to the maximum extent practicable.

10. Financing of Operations and Capital Expenditures. For purposes of timing, Financing Operations, Capital Expenditures and Budgeting, the providing for museum services shall be controlled by the more restrictive of the statutory fiscal procedures applicable to the Town and County. The funding of museum services shall be a negotiated process pursued in good faith by the sponsoring entities.
11. Methods of Operation. It is anticipated but not required, that the Administrative Museum Board shall recommend to the Town and County to enter into a contract with the Jackson Hole Museum and Historical Society, Inc., a Wyoming Corporation, to operate and maintain museum services in Teton County, Wyoming. This agreement is entered into in order to coordinate the joint financing of museum services, and the Administrative Museum Board is under no obligation to recommend contracting with the Jackson Hole Museum and Historical Society, Inc., nor is the Town and County obligated to enter into a contract with the Jackson Hole Museum and Historical Society, Inc..
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 purchase, 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. All properties jointly provided or funded by the parties hereto shall be owned and/or the ownership thereof shall revert to the Town and County jointly and disposition thereof shall be by mutual agreement between the parties. Any funding provided by the Town and County to any third party museum service provider, that is used to purchase property including collections, becomes the property of the third party museum service provider, unless otherwise agreed upon.

13. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties hereto with respect to museum services and any such prior agreements are hereby rescinded and rendered null and void. Specifically the 1999 Agreement Establishing Jackson-Teton County Joint Powers Museum Board is voided and the Jackson-Teton County Joint Powers Museum Board formed under the 1999 Agreement is dissolved.

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

Date: March 12, 2013

By:   
Mark Barron, Mayor

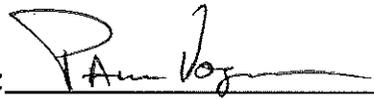
ATTEST:

By:   
Olivia Goodale, Town of Jackson Clerk

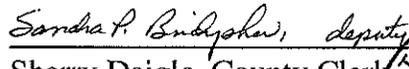


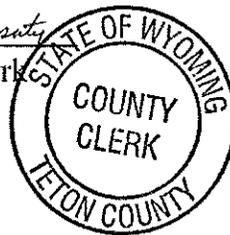
BOARD OF COUNTY COMMISSIONERS  
OF TETON COUNTY, WYOMING

Date: March 12, 2013

By:   
Paul Vogelheim, Chair

ATTEST:

By: , deputy  
for Sherry Daigle, County Clerk



STATE OF WYOMING  
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Joint Powers Agreement of Cooperation for Providing of Funds, Joint and Cooperative Efforts to Provide Museum Services for the Jackson Hole Valley and Northwest Wyoming, and the Establishing of a Town of Jackson-Teton County Administrative Museum Board and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the agreement.

Approved this 22 day of April, 2013.

ATTORNEY GENERAL



Gregory A. Phillips