

AGREEMENT ESTABLISHING JACKSON-TETON COUNTY JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the 4th day of September, 2001, by and between **TETON COUNTY, WYOMING**, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), **THE TOWN OF JACKSON, WYOMING**, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the "Parties"), and is made pursuant to the provisions of Wyoming Statutes §§18-9-201, *et seq.* (LEXIS 2001 as amended).

WHEREAS, Wyoming Statute §16-1-101, *et seq.* (LEXIS 2001 as amended) (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 invested 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 (LEXIS 2001 as amended); and

WHEREAS, pursuant to said §16-1-104, and §18-2-108 Wyoming Statutes (LEXIS 2001 as amended), the counties and municipalities may enter into agreements to operate transportation system facilities; and

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

WHEREAS, Town and County have determined that there is a need within Teton County, the Town of Jackson, and 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 motor buses and constructed bus stops; and

WHEREAS, pursuant to §31-18-103 Wyoming Statutes (LEXIS 2001 as amended), , when such motor vehicles, 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 expires on April 15, 2001, and which on March 26, 2001 was extended by joint agreement of the Town and County until October 15, 2001; and

WHEREAS, the Town and County wish to continue operation of the transit system and establish control of its administration and performance, as well as the financing of such system, and to confirm the establishment of a board for the purpose of governing aspects of maintaining, managing, operating and regulating the Southern Teton Area Rapid Transit (START) system as set forth herein on behalf of 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 both parties hereto, 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 Mayor and Town Council of the Town of Jackson, Wyoming. There shall also be appointed one member from the Board of County Commissioners and one member from the Jackson Town Council. These members shall serve in an ex-officio capacity and will not vote. 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 (LEXIS 1999 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 governing bodies.

5. Delegation of Authority for Operation, Regulation Control and Maintenance of Property, Facilities and Programs. The Board is hereby delegated the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment and facilities. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services.
6. Interest of The Parties in Property, Facilities and Equipment. The respective furniture, fixtures, equipment, capital improvements, and systems (including leased property) and all of the facilities currently located upon them or hereafter created, improved or acquired for them, as well as all buses currently utilized by START, shall continue to be the property of the respective Parties. Each Party shall be deemed to own a one-half undivided interest in certain equipment and facilities as noted in a schedule attached hereto identified at "Schedule of Co-owned Equipment".
7. Financing and Budget. The Town and the County shall each finance joint and cooperative undertaking by the appropriation by each Party of equal sums of money or value of resources, as determined in their individual budget processes.

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. 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 March 20th of each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any management decisions, proposed capital projects or expenditures or personnel hiring. Both Parties must approve the Budget. The Board will provide

the Parties with reports detailing its activities and expenditures on a quarterly 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. 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 finally approved budget of the 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 control, management, supervision, operation and regulation of the transit system and facilities shall be under the administration of the Board. No new obligations to engage in the management, control, maintenance or supervision of property, facilities or programs may be delegated to the Board by the Town or County, or assumed by the Board, 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. Agents and Employees. The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

The Board, which shall also conduct performance reviews of the Director, shall be responsible for the hiring, dismissal and management of the Transit Director, utilizing Town personnel policies. The hiring, dismissal, and management of START employees shall be the obligation of the Transit Director, pursuant to then applicable policies and procedures of the Town.

11. Termination and Dissolution. This Agreement may be terminated with 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.

12. 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 undersigned have executed this Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

**BOARD OF COUNTY
COMMISSIONERS OF
TETON COUNTY, WYOMING**

By: *Calvin Coonce*
cc Chairman

Attest:



Sherry K. Dargatzis
County Clerk

**JACKSON TOWN COUNCIL
TOWN OF JACKSON, WYOMING**

By: *Jeanne Jackson*
Mayor

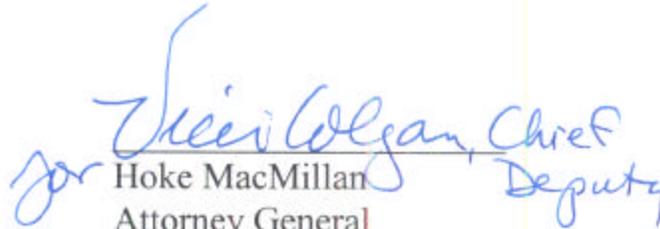
Attest


Town Clerk

APPROVAL BY 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 Amendment itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this 10 day of October, 2001.

for  **Chris Wolgan, Chief
Deputy**
Hoke MacMillan
Attorney General
State of Wyoming