

**THE TOWN OF JACKSON AND TETON COUNTY AGREEMENT
REGARDING THE JACKSON HOLE AIRPORT BOARD**

This agreement is made and entered into to be effective as of the 7th day of October, 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, Wyoming Statute §16-1-105 allows for an agreement between two (2) governmental entities to conduct a joint or cooperative undertaking; and

WHEREAS, Wyoming Statute §10-5-101 allows for municipal corporations and counties within the State of Wyoming to operate airports either singly or jointly; and

WHEREAS, pursuant to Wyoming Statute §10-5-202, the authority and powers granted to towns and counties in W.S. §10-5-101 through 204 may be under the control of an airport board; and

WHEREAS, the Jackson Hole Airport Board was formed by the Jackson Town Council through Ordinance No. 109 on December 20, 1967 and the Teton County Board of County Commissioners through resolution passed on January 2, 1968, and was duly certified and organized as a joint airport board of Teton County and the Town of Jackson by Certificate of Organization dated January 17, 1968;

WHEREAS, the Town of Jackson and Teton County entered into a joint powers agreement with respect to the Jackson Hole Airport Board, which agreement expired by its terms no later than May 4, 2000; and

WHEREAS, this Joint Power Agreement is entered into to update the 1967/1968 originating documents to be in greater compliance with other joint operations and joint boards operated by the Town of Jackson and Teton County,.

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 set forth the understandings of the parties with respect to the Jackson Hole Airport Board, (hereinafter referred to as the Board). The Board shall continue to be a body corporate and politic, and a public corporation with power to sue and be sued in the name and style of "Jackson Hole Airport Board."

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 cancelled by the parties, its amendment or replacement is adopted by the parties and approved by the Wyoming Attorney General, or until the withdrawal of either party.

3. **Name.** The joint powers board shall continue to be known as the Jackson Hole Airport Board.

4. **Board Composition.** The Board shall consist of five (5) voting members all of whom shall be qualified electors of Teton County. The Jackson Town Council and Teton County Board of County Commissioners shall jointly appoint the Board members. The Board shall elect a President, Vice-President, Secretary and Treasurer for 1 year terms. Vacancies for unexpired terms of appointees shall be filled jointly by the Jackson Town Council and Teton County Board of County Commissioners. 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 other necessary expenses incurred while attending to business or meetings of the Board. All members shall serve five (5) year terms. The current members of the Jackson Hole Airport Board shall continue to serve their current terms. The Board members shall serve staggered terms with one Board member's term expiring every year on the first Monday of February. The Town of Jackson and the Teton County Board of County Commissioners shall jointly appoint or re-appoint a Board member each January.

5. **Removal.** Any Board member appointed may be removed with or without cause or notice by joint resolution of the Jackson Town Council and Teton County Board of Commissioners.

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

(a) continue to have the authority and powers with respect to the Jackson Hole Airport as are granted in W.S. §10-5-101 through W.S. §10-5-204, and other applicable provisions of Wyoming law;

(b) promptly following the approval of this agreement by the Attorney General, promulgate adopt by-laws to govern the Board's operations; and.

(c) meet at least quarterly or 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 Airport Assets.** The ownership of the facilities, equipment, leaseholds and operating rights on and used in connection with the Jackson Hole Airport shall be with the Jackson Hole Airport Board.

8. **Financing and Budget.**

(a) **Manager.** The Board may appoint a full time manager and other personnel as necessary to operate and maintain the airport and its allied facilities and pay to said employees a reasonable compensation as the Board deems proper. Within the limits of its authorized and available funds, the Board may employ and/or contract with technical, engineering, architectural, administrative and clerical assistance and engage the services of research and consulting agencies. In the performance of its duties the Board may utilize the services of any officer or employee of the Town of Jackson or Teton County with the approval of the governing body of the representative entity.

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

(c) **Attorney.** The Board may engage outside legal counsel to represent the Jackson Hole Airport Board.

(d) **Budget Approval.** The Board shall submit on or before the 1st day of May of each year to the Teton County Board of County Commissioners and the Jackson Town Council a proposed budget for the fiscal year of July 1 through June 30. Said budget shall be subject to alteration, modification or revision by the Teton County Board

of County Commissioners and the Jackson Town Council acting jointly, and after being approved by them, shall be adopted as the fiscal plan of the Board for the subsequent year. Such fiscal plan shall be funded from revenue derived from the operation of the Jackson Hole Airport, state and federal grants and passenger facilities charges, supplemented if necessary by additional appropriations on an equal basis from Teton County and the Town of Jackson.

(e) **Enforcement.** The municipal court of the Town of Jackson has jurisdiction to punish any violator of the ordinances of the Town of Jackson governing the Jackson Hole Airport, pursuant to W.S. §10-5-101(b). The Town of Jackson shall have the authority to prescribe and enforce rules and regulations by ordinance, governing the the conduct of persons or operations of vehicles or aircraft at the airport.

9. Audits. The Parties intend to abide by all final recommendations of their auditors. The Board shall contract with an auditor capable of complying with audit requirements applicable to recipients of Federal Aviation Administration grants, and shall cause annual audits to be produced.. Copies of the Board's annual audit shall be delivered to the County and Town within 10 days of receipt by the Board.

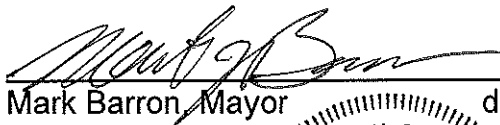
10 Dissolution and Withdrawal. The Jackson Hole Airport Board may be dissolved pursuant to the provisions of dissolution and discontinuance as delineated in Wyoming Statute §10-5-203. Either party may withdraw from the Board by resolution of its governing body Upon dissolution of the Jackson Hole Airport Board, the Town and County shall each be deemed to be a successor in interest to the Board and to own a one-half (1/2) undivided interest in equipment, operating rights and facilities of the Jackson Hole Airport; to be responsible, as to a one-half (1/2) undivided interest, for all Board debts, contracts, obligations, grant agreements and other liabilities; and, when consented to by the Department of the Interior, to be joint assignees of the Board under its Agreement with said Department dated April 27, 1983, as amended.

11. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties hereto with respect to the Jackson Hole Airport Board and the Jackson Hole Airport, and any such prior agreements are hereby rescinded and rendered null and void. This agreement contains the entire agreement between the parties concerning the Jackson Hole Airport Board, provided however that

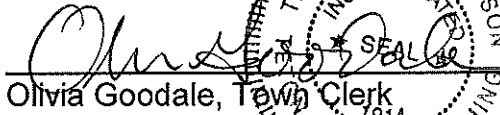
this agreement shall not affect the continued validity of any Town ordinance governing the conduct of persons or operation of vehicles or aircraft at the airport, whether now existing or hereafter adopted.

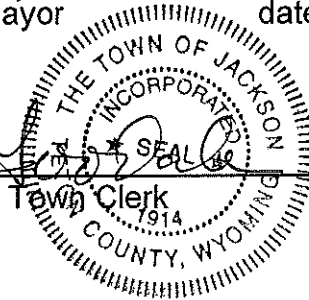
IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING

 10/7/13
Mark Barron, Mayor date

Attest:
By:

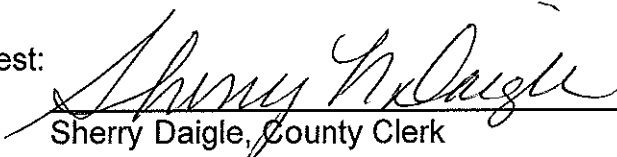

Olivia Goodale, Town Clerk

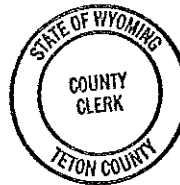


**BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING**

 9/22/13
Paul Vogelheim, Chair date

Attest:
By:


Sherry Daigle, County Clerk

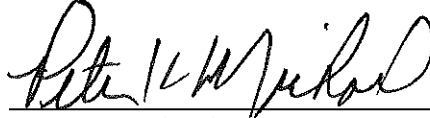


STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed The Town of Jackson and Teton County Agreement Regarding the Jackson Hole Airport 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 23 day of October, 2013.

ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "Peter K. Michael", written over a horizontal line.

Peter K. Michael, Attorney General