

**THE TOWN OF JACKSON AND TETON COUNTY JOINT POWER
AGREEMENT FOR PARKS AND RECREATION AND AGREEMENT
ESTABLISHING THE TETON COUNTY/JACKSON PARKS AND
RECREATION DEPARTMENT AND TETON COUNTY/JACKSON PARKS
AND RECREATION ADVISORY BOARD**

This agreement is made and entered into to be effective as of the 14th day of March, 2016, 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 Joint Agreements allows for two (2) or more agencies to enter into agreements with each other for joint or cooperative action; and

WHEREAS, this Joint Power Agreement is created pursuant to W.S. §16-1-105 and it is specifically recognized that this agreement does not create a separate legal entity, nor is this agreement created or governed by W.S. §16-1-106 Joint Powers Boards; and

WHEREAS, Teton County and the Town of Jackson (hereinafter referred to as "Parties") have determined that there is a need within Teton County and the Town of Jackson for a system of parks and recreation facilities, which shall be encompassed in a Parks and Recreation Department (hereinafter referred to as the Department); and

WHEREAS said Department shall have an advisory board to oversee the responsibilities of the Department; and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County are expending funds and assisting in the support of system of parks and recreation; and

WHEREAS, the Town and County formerly operated the Parks and Recreation Department under the *1999 Agreement (Parks and Recreation Department)* and then

the January 28, 2004 Joint Powers Agreement, which included an Amendment #1 entered into June 6, 2011, and an Amendment #2 entered into on December 10, 2012; and

WHEREAS, Joint Powers Agreements need to be updated every 10 years.

NOW THEREFORE, it is hereby resolved by the Town and County 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 as follows:

1. **Purpose.** The purpose of this agreement is to jointly provide for a system of public parks and recreational facilities within Teton County and the Town of Jackson, which shall be called the Teton County/Jackson Parks and Recreation Department, and which is to be overseen by the Teton County/Jackson Parks and Recreation Advisory Board, (hereinafter referred to as the Board). The Board shall be an advisory board to the parties and is specifically not a joint powers board, and no separate legal entity is created by this agreement.

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 terminate ten (10) years from said date of adoption and approval, unless sooner terminated or extended as hereinafter provided.

3. **Name.** This agreement creates the Teton County/Jackson Parks and Recreation Department, which is a cooperative action between the Town of Jackson and Teton County. The Department shall be managed by a Director of the Teton County/Jackson Parks and Recreation Department (hereinafter referred to as "Director").

4. **Advisory Board Composition.** The Board shall consist of seven (7) voting members, all of whom shall be qualified electors of Teton County, Wyoming. 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, for three (3) year staggered terms. The existing board under the 2004 Joint Powers Agreement shall continue to constitute the Board. The Board shall also include one (1) member of the Board of County Commissioners, one (1) member of the Town of

Jackson Town Council, and one (1) member of the Teton County School District. Such members shall sit ex-officio, and shall not have the right to vote on any matters.

5. **Removal.** Any member of the Board may be removed without cause by the joint approval of the Board of County Commissioners and the Town Council of Jackson.

6. **Powers Delegated and Roles of the Parties, the Board, and Director.** So as to minimize confusion as to the roles and responsibilities of the Parties hereto, the Board formed hereby and the Director and staff utilized, the Parties identify such roles and responsibilities as follows:

(a) The Director shall have the power to manage the day-to-day affairs of the Department.

(b) The Board is hereby delegated the authority to create policies, rules, and regulations; engage in both long-term and short-term strategic planning; and establish rates for the use of the parks and recreation facilities; with the direct input of the Director of the Department in all of the above listed delegations.

(c) Teton County and the Town of Jackson shall jointly approve facility usage rate increases in excess of twenty-five percent (25%). In addition, the power to hire, fire, and discipline the Director of the Department shall be with the Teton County Commissioner's Administrator. The Director of the Department shall be a direct report to the Teton County Commissioner's Administrator. Through their financing function, the Town and County shall have sole and absolute discretion to appropriate funds for the continued functioning of the Department. Neither the Town nor the County has an obligation to fund the Department.

7. **Ownership of Facilities.** The parks or recreational facilities, including leased property, and all of the facilities currently located upon them, as well as equipment currently utilized by the Parks and Recreation Department, shall continue to be the sole property of the respective Party that currently has ownership. Each Party shall be deemed to own a one-half (1/2) undivided interest in certain equipment and facilities that is not specifically owned solely by one party. Future acquisitions of property must be designated as co-owned or as solely owned by one party 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.

8. Financing and Budget.

(a) General Finance. All expenditure and revenue transactions pertaining to the Department shall be recorded in a separate Special Revenue Fund that will be part of the County of Teton reporting entity. This special fund shall be called the Parks and Recreation Fund (hereinafter referred to as "Fund"). The Town of Jackson and Teton County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County.

The annual fiscal year contribution shall be calculated in the prior year during the annual budgeting process. The combined contributions from the Parties will be the difference between the projected ending fund balance (on a modified accrual basis) and the agreed-upon targeted fund balance. The estimated fund balance calculation for the fiscal year of the contribution shall be calculated as follows:

Estimated Beginning Fund Balance
Plus (+): All Estimated Program Sources
Minus (-): All Estimated Program Uses
Equals (=): Estimated Fund Ending Balance

Subject to Teton County invoicing, the Town of Jackson will remit one-twelfth (1/12) of the approved annual contribution on a monthly basis throughout the fiscal year. All expenditures and revenue pertaining to the Fund will be paid/received by Teton County and recorded as a debit/credit to the Fund. The Town of Jackson will not accept Department revenue or incur Department expenditures other than through Teton County, except grant proceeds and grant-related expenditures where the Town of Jackson is the grantee.

(b) Budgeting Procedures. The Department is required to comply with both Parties' budgetary procedures, which includes format and timing requirements for appropriation requests. All appropriations and budgeted revenue need approval from both Parties before the budget is considered "approved." The Department will comply with both Parties' supplemental appropriation process. The Department is required to

comply with both Parties' Capital Improvement Plan (CIP) procedures, which include formal and timing requirements for project submittal.

(c) Fund Balance (Reserves). The fiscal year ending fund balance, calculated on the modified accrual basis of accounting, of the Fund will be reported by Teton County to the Town of Jackson as soon as the Teton County Audited Financial Statements are published.

The desired level of the reserves, or the targeted fund balance, will be proposed by the Teton County Budget Officer, and will be reviewed each year during the annual budget process. Ownership of the reserves of the Fund is shared based upon the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Investment of idle funds must be done in compliance with Teton County investment policy and Wyoming Statutes.

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.

10. Financing of Operations and Capital Expenditures. For purposes of timing, Financing Operations, Capital Expenditures and Budgeting, the Board shall be controlled by the more restrictive of the statutory fiscal procedures applicable to the Town and County. The funding of the Department shall be a negotiated process pursued in good faith by the sponsoring entities.

11. Methods of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and to take advantage of established fiscal, personnel, insurance and other arrangements, the Parks and Recreation Department shall operate as if it were a department of the County. This includes, but is not limited to utilizing the following: County personnel policies, County fiscal management and auditing, County retirement and health and medical insurance, and County casualty and personal liability insurance. The finally approved budget of the Department shall be within the County's budget and the County shall be responsible for performing all required audits and reporting to appropriate agencies. All employees of the department shall be employees of Teton County, which shall be responsible for

direct withholding and payment of all compensation, fringe benefits, employment taxes, workers' compensation, or other recompense, but subject to contribution by the Town of Jackson according to the financing split between the parties based upon the most current census data utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. 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. All contracts entered into by the Department shall be approved solely by the Board of County Commissioners of the County of Teton.


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. All properties jointly provided or funded by the parties hereto shall be by mutual agreement between the parties.


13. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties hereto with respect to the operation and maintenance of the Department of Parks and Recreation 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 operation and maintenance of the system of parks and recreation 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.

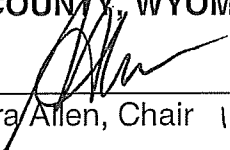
TOWN OF JACKSON, WYOMING

By: 
Sarah Flitner, Mayor


Attest: 
By: Olivia Goodale, Jackson Town Clerk



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

By: 
Barbara Allen, Chair 1-19-2016

Attest: 
By: Sherry Daigle, County Clerk



**STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL**

I hereby certify that the foregoing agreement establishing Teton County/Jackson Parks and Recreation Department 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

By: 