

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF JACKSON
AND
JACKSON HOLE LAND TRUST**

1. **Parties.** This Memorandum of Understanding (the “MOU”) is made and entered into this ____ day of _____, 2018, (hereinafter "Effective Date") by and between the Town of Jackson, a municipal corporation duly organized in Wyoming, whose address is 150 E. Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001 (hereinafter “Town”), and Jackson Hole Land Trust, a Wyoming non-profit corporation, whose address is P.O. Box 2897, Jackson, Wyoming 83001 (hereinafter “Land Trust”).
2. **Property.** The property is located in the Town of Jackson, Wyoming south of West Broadway Avenue, west of Flat Creek Drive, north of West Snow King Avenue and east of Karns Meadow Drive; the property buffers both sides of Flat Creek which enters the property at the northeast corner and exits at the southwest corner. The Town of Jackson owns all six (6) parcels which make up the property identified as PIDN#:s: 22-41-16-33-2-00-026, 22-41-16-33-1-00-033, 22-41-16-33-1-00-034, 22-41-16-33-1-00-035, 22-41-16-33-2-00-028, and 22-41-16-33-2-00-031 (hereinafter collectively referred to as “Karns Meadow”). Karns Meadow is currently encumbered by a combination of conservation easements and a restrictive covenant all held by the Land Trust.
3. **Purpose of MOU.** The purpose of this MOU is to memorialize the agreement between the Town and the Land Trust, and to clarify roles and responsibilities relating to undertaking an Environmental Assessment (hereinafter “EA”) of Karns Meadow.
4. **Term of MOU.** This MOU shall commence upon the Effective Date above and shall remain in full force and effect until December 31, 2019 (hereinafter the “Termination Date”). This MOU may only be terminated thirty (30) days after either party informs the other party in writing of the reason why this MOU shall be terminated.
5. **Responsibilities of the Land Trust.** Land Trust shall reimburse the Town for all costs associated with the EA of Karns Meadow not to exceed Thirty-Five Thousand Dollars (\$35,000.00) without separate written approval from Land Trust.
6. **Responsibilities of the Town.** Town shall:

- A. The Town shall perform or contract tasks needed to develop an EA on Karns Meadow in accordance with its own policies and procedures.
 - B. Engage a qualified contractor to perform the EA. The contract must be awarded no later than July 31, 2018.
 - C. Ensure the contracted organization produces a final EA report no later than December 31, 2019.
 - D. Ensure the EA meets all standards set forth in Town of Jackson Land Development Regulation Div. 8.2.2 (by this reference said section and standards are adopted as if set forth in full herein).
 - E. Provide any assistance necessary for the completion of the EA on Karns Meadow.
7. **Relief From Town Responsibility.** If the EA of Karns Meadow exceeds Thirty-Five Thousand Dollars (\$35,000.00), Town is not obligated to engage a contractor or perform the EA of Karns Meadow and this MOU will terminate automatically.
8. **Notices.**
- A. All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the Parties at the address provided under this MOU, either by regular mail, email, or delivery in person.
- TOWN OF JACKSON
Larry Pardee, Town Manager
P.O. Box 1687
Jackson, WY 83001
lpardee@jacksonwy.gov
- Jackson Hole Land Trust
Laurie Andrews, President
P.O. Box 2897
Jackson, Wyoming 83001
laurie@jhlandtrust.org
9. **General Provisions.**
- A. **Amendments.** Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by both Parties of this MOU. No verbal amendments are permitted.
 - B. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming shall

have jurisdiction over any action arising out of the MOU, and over the Parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.

- C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Where any portion of this MOU is in conflict with state statute, state statute shall govern.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may re-negotiate the terms affected by the severance.
- E. **Sovereign or Governmental Immunity.** Town does not waive its sovereign or governmental immunity by entering into this MOU and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Indemnification.** Each Party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither Party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.
- G. **Insurance.** It is understood and agreed by both Parties that the Town, as the owner of Karns Meadow, shall bear the cost to provide the appropriate property and/or liability insurance for such. It is further understood and agreed by both Parties that the third-party provider set forth in Section 4.c, as the employer of any individual performing the EA, shall bear the cost to provide the appropriate property and/or liability insurance for its staff.
- H. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any

remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

- I. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date above.

TOWN OF JACKSON

A Wyoming Municipal Corporation

By: _____

Pete Muldoon, Mayor

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

JACKSON HOLE LAND TRUST

A Wyoming non-profit corporation in Jackson Wyoming

By: _____

Laurie Andrews, President