

JACKSON HOLE & YELLOWSTONE SUSTAINABLE DESTINATION PROGRAM
MEMORANDUM OF UNDERSTANDING

Among the sustainability stakeholders of Teton County, Wyoming

1. Purpose:

The purpose of this MOU is to set forth the agreement entered into by the undersigned parties to participate in and support the purpose and goals of the Jackson Hole & Yellowstone Sustainable Destination Program as described in this document.

The purpose of the Jackson Hole & Yellowstone Sustainable Destination Program is to strengthen, sustain, and balance the programs, policies, and practices for environmental stewardship, social responsibility, and economic vitality in and of Teton County, Wyoming

2. Vision Statement:

The vision of the Jackson Hole & Yellowstone Sustainable Destination Program is for Teton County to be a global leader as a sustainable destination.

3. Authority:

This MOU sets forth the intention and commitment of the undersigned to contribute to the fulfillment of the purpose of the Jackson Hole & Yellowstone Sustainable Destination Program. This MOU does not constitute a contractual or legally binding agreement. National Forest Service provisions for this MOU can be found in Annex 1.

4. Organization & Commitment:

The organization of the Jackson Hole & Yellowstone Sustainable Destination Program is comprised of a Council and Steering Committee.

Council: The Council will be comprised of all signatories of this MOU. The purpose of the Council is to provide support to the Program in the achievement of the goals stated in this MOU. The members of the Council will meet 1-2 times per year or as needed.

Steering Committee: The role of the Steering Committee is to provide tactical oversight, guidance, and coordination to the Program. The Steering Committee will be comprised of those Council members who meet the skill set and experience needed for this role and agree to meet the following commitments:

- (1) Provide staff to participate in the processes and task forces as established by the Council
- (2) Oversee the implementation of the Program action plan
- (3) Participate in monthly meetings with a minimum of 75% attendance

5. Goals:

The goals of the Program are to:

- a. Create, implement, and maintain an action plan to fulfill the purpose and vision of the Program
- b. Facilitate the networking and collaboration of stakeholders
- c. Serve as a source of information, training, and programming for stakeholders

- d. Create and maintain a platform for integrating and providing information on the sustainability programs, policies, tools, and practices in Teton County, Wyoming
- e. Educate and promote the principles of sustainability to the public, governmental organizations, nongovernmental organizations, private industry, and visitors
- f. Serve as an interface and liaison between the Program and programs and organizations outside of Teton County, Wyoming

6. Definitions:

The use of the term Sustainable in this MOU is based on the following definition of sustainability: “Meeting the needs of the present without compromising the ability of future generations to meet their own needs.” – 1987 UN Bruntland Report

The following are related terms and definitions:

Sustainable Tourism: “Tourism that leads to the management of all resources in such a way that economic, social and aesthetic needs can be fulfilled while maintaining cultural integrity, essential ecological processes, biological diversity and life support systems.” – UN World Tourism Organization

Responsible Tourism: “Tourism that maximizes the benefits to local communities, minimizes negative social or environmental impacts, and helps local people conserve fragile cultures and habitats or species.” – Center for Responsible Travel

Geotourism: “Tourism that sustains and enhances the geographical character of a place – its natural resources and environment, culture and arts, history and heritage, and the aesthetics and well-being of its residents.” – National Geographic Society & National Geotourism Council

Ecotourism: “Responsible travel to natural areas that conserves the environment and improves the welfare of local people.” The International Ecotourism Society

7. Amendments:

This MOU can only be amended by a majority of Council members at a regular or special meeting, provided the notice for the meeting includes written proposals for the amendments at least 10 days in advance of the meeting at which the amendments are to be acted upon.

8. Signatories:

The MOU of the Jackson Hole & Yellowstone Sustainable Destination Council is signed by:

Kevin Olson	4/22/2013
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Publisher, JH News & Guide, JH Daily, Jackson Hole magazine	Date
Timothy O’Donoghue	4/22/2013
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Chair, Riverwind Foundation	Date
Katharine Conover	4/22/2013
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President, Community Foundation of Jackson Hole	Date

Brent L. Larson	4/22/2013
Forest Supervisor, Caribou-Targhee National Forest	Date
Cheryl F. Probert	4/22/2013
Forest Supervisor, Bridger-Teton National Forest	Date
Jason Dunlap	4/23/2013
Chair, United States Green Building Council Wyoming Chapter	Date
Aaron Pruzan	4/23/2013
Owner, Rendezvous River Sports/Jackson Hole Kayak School Snake River Kayak & Canoe	Date
Jeffrey S. Rice	4/23/2013
Principal, Jackson Whole Grocer	Date
Taylor Phillips	4/24/2013
President, EcoTour Adventures	Date
Mike Welch	4/26/2013
Executive Director, Friends of Pathways	Date
Jonathan Schechter	5/2/2013
Executive Director, Charture Institute	Date
Janice M. Brown	5/2/2013
Executive Director, Yellowstone Business Partnership	Date
Bruce Grosbety	5/14/2013
Vice-President of Operations, Hotel Terra & Teton Mountain Lodge & Spa	Date
Tim Bradshaw	5/17/2013
President, AllTrips	Date
Jon Mobeck	5/20/2013
Executive Director, The Murie Center	Date
Justin Cook	5/28/2013
Director of Environmental Affairs at Yellowstone, Delaware North Companies	Date
Jeff Golightly	5/30/2013
President-CEO, Jackson Hole Chamber of Commerce	Date

Trevor Stevenson	5/30/2013
Executive Director, Jackson Hole Conservation Alliance	Date
Candra Day	5/30/2013
President, Vista 360	Date
Jim Waldrop	5/31/2013
General Manager, The Wort Hotel	Date
Jim McCaleb	5/31/2013
Vice President, Parks North, Xanterra Parks & Resorts	Date
Scott Horn	6/6/2013
Vice President, Human Resources & Safety, Jackson Hole Mountain Resort	Date
Steven F. Iobst	6/4/2013
Deputy Superintendent, Yellowstone National Park	Date
Stephen Price	6/6/2013
Chair, Teton County Travel & Tourism Board	Date
Alex Klein	6/11/2013
Vice President, Grand Teton Lodge Company	Date
Matt Faupel	6/13/2013
Chair, START Bus Board of Directors	Date
Phil Cameron	6/15/2013
Executive Director, Yellowstone-Teton Clean Energy Coalition	Date
Hank Phibbs	6/18/2013
Chairman, Teton County Commissioners	Date
James C. McNutt	6/24/2013
President & CEO National Museum of Wildlife Art of the United States	Date
Elizabeth Gibbs	7/11/2013
Principal, Kndly	Date
Jason Williams	7/16/2013
Founder/CEO, Jackson Hole Wildlife Safaris	Date
Jason Ryan	7/16/2013
General Manager, Signal Mountain Lodge	Date

David Bernand	7/16/2013
General Manager, Four Seasons Hotel & Residences	Date
Bruce A. Hawtin	7/31/2013
Vice President, Hawtin Jorgensen Architects	Date
Jonathan Scott	8/23/2013
Market President, First Interstate Bank	Date
Kevin Schneider for Mary Gibson Scott	9/4/2013
Superintendent, Grand Teton National Park & John D. Rockefeller, Jr. Mem. Pkwy	Date
Keith Sproule	9/23/2013
Managing Partner, Bentwood Inn	Date
JuliAnne Forrest	1/15/2014
Owner/President, j4 Strategies	Date
Mike Cavaroc	1/22/2014
Owner, Free Roaming Photography	Date
Audrey Smith	1/28/2014
President, Slow Food in the Tetons Board of Directors	Date
Name	Date
Title, Name of Organization	

Annex 1: National Forest Service Provisions (**FS agreement # 13-MU-11040300-037**)

NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this award.

NOTICES. Any notice given by the U.S. Forest Service or any party to this MOU will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service official signatory to this MOU.

To any other official signatory to this MOU.

PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or any other party to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.

ENDORSEMENT. Any of the other parties' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of said parties products or activities.

NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperators availability of funds and other resources; agency and cooperators administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through April 22, 2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.