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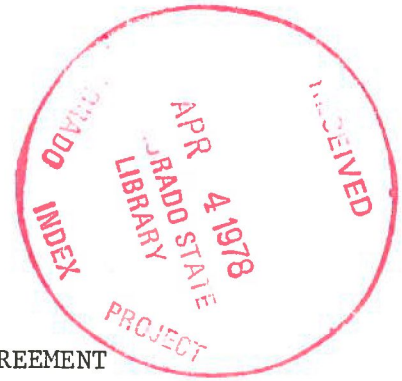
State of Colorado

EXECUTIVE CHAMBERS

DENVER

RICHARD D. LAMM
Governor

EXECUTIVE ORDER
WESTERN SOLAR UTILIZATION NETWORK AGREEMENT



WHEREAS, This is a supplementary agreement entered into pursuant to Article VII of the Western Interstate Nuclear Compact. The activities to which this Agreement pertains are within the power of the Western Interstate Nuclear Board (WINB) under the provisions of Article V of the Compact, and in particular, under sections (a), (b), (c), (d), (h), (i), (j), and (m) thereof, but have not been undertaken by WINB to the extent provided for herein; and

WHEREAS, There is hereby created the Western Solar Utilization Network (Western SUN), as an instrumentality of each of the States made a party to this Agreement as hereinafter provided; and

WHEREAS, The purpose of the Western Solar Utilization Network is to contract with an appropriate agency or agencies of the United States government to carry out functions relating to the utilization and development of solar energy, including:

- (A) To encourage and promote the development and utilization of solar technology and its application to residential, commercial, industrial, and other sectors;
- (B) To ascertain and analyze on a continuing basis the position of the West with respect to the employment of solar findings and technology in industry and other fields;
- (C) To encourage the development and use of scientific advances and discoveries in solar facilities, energy, materials, products, and all other appropriate adaptations of solar scientific and technological advances and discoveries;
- (D) To collect, correlate, and disseminate information relating to the use of solar energy, materials, and products;
- (E) To undertake such nonregulatory functions with respect to solar energy as may promote the economic development and general welfare of the West;
- (F) To study industrial, health, safety, and other standards, laws, codes, rules, regulations, and administrative practices in or related to solar fields;
- (G) To participate actively with the federal government in its programs relating to the utilization and development of solar energy.

WHEREAS, The Western Solar Utilization Network shall come into being upon the execution of this Agreement by the Governors of two eligible States. The Agreement shall become effective for each eligible State as a party upon the execution of the Agreement by the Governor of that State; and

WHEREAS, The following states shall be eligible to become members of the Western Solar Utilization Network: Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, Hawaii, Nebraska, North Dakota, South Dakota, providing each signatory state is not participating in another solar region as defined by the Department of Energy; and

WHEREAS, The Western Solar Utilization Network shall be under the complete control and sole direction of the Western Solar Utilization Network Board of Directors (Western SUN Board); and

WHEREAS, The Board of Directors shall consist of one Director from each of the States party to this Agreement, selected in a manner to be determined by the Governor of each respective State. Provided, however, that the Members of the Executive Committee of the Western Interstate Nuclear Board representing states party to this agreement shall automatically be appointed to the Western SUN Board. Such automatic appointment shall not preclude appointment by the Governor of any particular state of one other member as he/she may deem appropriate. Where such dual appointments are made, each Director shall be entitled to one-half vote bringing the total to one vote per state; providing however, in the event only one person from such state shall attend a meeting of the Board, that person shall have the full vote to which that state is entitled; and

WHEREAS, Each Director shall serve a period of one year and thereafter at the pleasure of his or her Governor; and

WHEREAS, Each Director shall have one vote, except as specified in the statement above; and

WHEREAS, The Board shall have a seal; and

WHEREAS, The Board shall elect from among its members such officers as it may deem appropriate, and shall adopt bylaws to govern its proceedings. The Board may appoint committees from among its members to perform functions delegated by the Board, but no action of such a committee shall be binding unless ratified by the Board. The Board may appoint advisory committees, including persons not members of the Board, to provide recommendations and guidance to the Board; and

WHEREAS, The Board shall meet at least annually. Provisions for regular meetings special meetings, notices of meetings, agendas, quorum, absentee or proxy voting, and alternate directors may be contained in bylaws adopted by the Board; and

WHEREAS, Subject to this Agreement and such bylaws as the Board may adopt, proceedings of the Board shall be conducted in accordance with the latest edition of Roberts Rules of Order; and

WHEREAS, The Board shall establish rules concerning payment or reimbursement of reasonable expenses incurred in doing the business of the Board; and

WHEREAS, In carrying out his or her responsibilities as a member of the Board, each Director shall utilize such advisory resources relating to solar energy matters as may exist in his or her respective state; and

WHEREAS, No action of the Board shall be binding unless taken on the basis of a majority vote of all Board members; and

WHEREAS, The Western Solar Utilization Network Board of Directors shall have all powers necessary and appropriate to effectuate the purposes of this Agreement, including but not limited to the following:

- (A) To contract, consistent with the purpose set forth in the third paragraph of this Agreement.
- (B) To employ such staff as may be appropriate to carry out the purpose of this Agreement. Subject to contractual obligations to any agency of the United States Government, the Board shall have complete authority over the employment of its chief staff employee.
- (C) To utilize such staff or other assistance as may be made available to it by the Western Interstate Nuclear Board pursuant to Article VII, section (b) of the Western Interstate Nuclear Compact.
- (D) To establish and maintain such facilities as may be necessary for the transacting of its business. The Board may acquire, hold, and convey or dispose of personal property and possessory or leasehold interests in real property.
- (E) The Board may accept donations or grants of money, equipment, supplies, materials, and services, from any state, from the United States, or any subdivision or agency thereof, from any interstate agency, or from any institution, person, firm or corporation, and may receive, utilize, and dispose of the same; and

WHEREAS, It is contemplated that the full cost of all operations and activities under this Agreement will be paid from funds received pursuant to grants, contracts, or other means from the federal government. Although the Board is empowered to receive donations and grants from States and other sources, no State which becomes a party to this Agreement can be compelled to contribute financial support to effectuate the Agreement; and

WHEREAS, The actions of the Western Solar Utilization Network, its Board of Directors, its officers, and its employees create no financial or other obligation or liability upon any party State, nor upon any officer or employee of any party State; and

WHEREAS, Unless otherwise determined by the Board, the fiscal year of the Western Solar Utilization Network shall be from July 1 to June 30; and

WHEREAS, The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be subject to audit and accounting procedures to be established under its bylaws; and

WHEREAS, The Board annually shall make to the Western Interstate Nuclear Board, and to the Governor of each State party to this Agreement which is not a party to the Western Interstate Nuclear Compact, a report covering the activities of the Board for the preceding year; and

WHEREAS, Copies of all budgets, studies, reports, and publications of the Board shall be submitted to the Western Interstate Nuclear Board for its information, and for such distribution as the Western Interstate Nuclear Board may deem appropriate; and

WHEREAS, Unless sooner terminated in accordance with this section, this Agreement shall terminate upon the expiration of twenty years from the date of its execution on behalf of the second eligible State; and

WHEREAS, The Governor of any State for which this Agreement shall have become effective may withdraw therefrom on behalf of his or her state by written notification addressed to the Executive Director and/or the Secretary of the Western Solar Utilization Network Board of Directors at the principal office of Western SUN to be effective ninety days after receipt; and

WHEREAS, If at any time, because of withdrawals, fewer than two States remain parties to this Agreement, the Agreement shall terminate; and

WHEREAS, Upon termination of the Agreement, any assets acquired or held under the Agreement shall be distributed in a manner to be determined by the Western Solar Utilization Network Board as constituted immediately before the termination becomes effective.

GIVEN under my hand and the
Executive Seal of the State
of Colorado, this twenty-
ninth day of March, A.D.,
1978.

Richard D. Lamm
Governor

