

Commonwealth of Puerto Rico
OFFICE OF THE GOVERNOR
La Fortaleza
San Juan, Puerto Rico

Administrative
Bulletin
Number 3593

EXECUTIVE ORDER
OF THE GOVERNOR OF PUERTO RICO

TO EXECUTE THE SUPPLEMENTARY AGREEMENT
TO THE SOUTHERN INTERSTATE NUCLEAR COMPACT
CREATING THE SOUTHERN SOLAR ENERGY CENTER

WHEREAS: Law 86 of May 30, 1970 of Puerto Rico authorized the Governor of Puerto Rico to take the necessary steps so that the Commonwealth of Puerto Rico could become a member of the Southern Interstate Nuclear Compact;

WHEREAS: Puerto Rico is a member of the Southern Interstate Nuclear Compact;

THEREFORE: I, Carlos Romero-Barceló, Governor of Puerto Rico, by virtue of the authority conferred upon me by the Laws of Puerto Rico and in consideration of the reasons presented, for the present do decree and order the following:

The execution of the following supplementary agreement to the Southern Interstate Nuclear Compact entitled "The Southern Solar Energy Center Agreement":

The Governors and Chief Executive Officers executing orders approving and agreeing to the terms of this instrument do hereby agree as follows:

SECTION I. This is a supplementary agreement entered into pursuant to Article VI of the Southern Interstate Nuclear Compact (the "Compact") which was consented to by Congress in Public Law 87-563. The activities to which this Agreement pertains are within the power of, but have not been undertaken by, the Southern States Energy Board (the "Board").

SECTION II. There is hereby created the Southern Solar Energy Center (the "Center").

SECTION III. The purpose of the Center is to carry out activities concerned with solar energy technologies and related solar energy matters. As authorized by Article VI of the Compact, those activities may include all functions within the power of the Board according to the provisions of Article V of the Compact, but not undertaken as an activity or project of the Board. In that connection, the Center may contract with governmental bodies, institutions, and other persons, and may maintain an appropriate staff.

SECTION IV. The Center shall exist upon the execution of this agreement by the Governors or Chief Executive Officers of a majority of the eligible jurisdictions and upon the approval by the Board pursuant to Article VI of the Compact. The Agreement shall become effective for each eligible jurisdiction upon the execution of the agreement by the Governor or Chief Executive Officer of that jurisdiction. The following jurisdictions are eligible for participation in this supplementary agreement: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, Puerto Rico, South Carolina, Tennessee, Texas, Virgin Islands, Virginia, and West Virginia.

SECTION V. The Board of Trustees of the Center shall establish the general policies by which the Center effectuates its purposes under Section III of this Agreement. The Board of Trustees shall consist of one Trustee from each of the jurisdictions that is a party to this Agreement, appointed by the Governor or Chief Executive Officer of

each respective jurisdiction. Each Trustee shall be entitled to one vote. In addition to other by-laws, the Board of Trustees shall adopt by-laws governing its meetings, committees, the tenure and removal of Trustees, and the voting requirements necessary to adopt policy by the Board.

The general policies of the Board of Trustees shall be implemented by the Center's staff to be comprised of a Director, and such other officers as may be designated in the bylaws. The Board of Trustees shall select the Director and may negotiate appropriate contractual arrangements to attract a qualified and able person for that position.

SECTION VI. The Center and its Board of Trustees, Director and staff shall have such powers as are necessary and appropriate to effectuate the purposes of this Agreement.

SECTION VII. The cost of the Center's activities will be paid from revenues received from governmental bodies, institutions or other persons. Without prior consent, neither the creation nor any actions of the Center will impose financial or other obligation or liability upon any jurisdiction, or agent of any jurisdiction, that is a party to this Agreement.

SECTION VIII. The Governor or Chief Executive Officer of any jurisdiction that is a party to this Agreement may cause his jurisdiction to withdraw from this Agreement by serving written notification to that effect on the Director of the Center at the principal offices of the Center. Such withdrawal shall be effective ninety days after receipt by such Director. If at any time, because of withdrawals, fewer than

a majority of jurisdictions remain parties to this Agreement, the Agreement shall terminate. Upon termination, any assets acquired or held under the Agreement shall be distributed in a manner to be determined by the Board of Trustees of the Center as constituted immediately before the effectiveness of the termination.



IN WITNESS THEREOF, I sign this document and affix the Seal of the Commonwealth of Puerto Rico upon it, in the City of San Juan, Puerto Rico, on this day the 20th of February, A.D., nineteen hundred and seventy-nine.

Handwritten signature of Carlos Romero-Barceló in cursive script.

CARLOS ROMERO-BARCELÓ
Governor

Prepared in accordance with the law, this day, the 20th of February, 1979.

Handwritten signature of Frances Rios de Moran in cursive script.

FRANCES RIOS DE MORAN
Undersecretary of State