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SECRETARY OF STATE

JOINT POWERS AGREEMENT

This Agreement is made and entered into to be effective the 5th day of Nov, 1990, by and between the BOARD OF COUNTY COMMISSIONERS OF WESTON COUNTY, WYOMING, the CITY OF NEWCASTLE, a Municipal Corporation of the State of Wyoming, and the TOWN OF UPTON, a Municipal Corporation of the State of Wyoming, and made pursuant to the provisions of §39-6-412 (j) (B) (I) and §16-1-104 Wyoming Statutes (1977), as amended.

RECITALS:

WHEREAS, the parties desire to promote local travel and tourism related recreation as a means to strengthen the county's economy; and

WHEREAS, Weston County has held an election which imposed a two percent (2%) lodging sales tax; which requires the creation of a joint powers board to administer expenditure of the tax proceeds; and

WHEREAS, §16-1-104 W.S. (1977) permits local governmental units, in exercising, performing or carrying out any power, privilege, authority, duty or function vested in any one or more of them to cooperate with and assist each other in doing the same; and

WHEREAS, §16-1-105 through §16-1-109 W.S. (1977) set out requirements for formal authorization to create a joint powers board and to exercise powers jointly; and §39-6-412 (j) (B) (I) W.S. (1977) requires the formation of a joint powers board to administer the expenditure of the proceeds of the aforesaid tax; and

WHEREAS, the creation of a joint powers agreement and joint powers board would assist in facilitating the promotion of local travel and tourism related recreation and provide for the means of administering the proceeds of a lodging sales tax levy;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. DEFINITIONS.

(A) "County" shall mean and refer to the County of Weston, State of Wyoming, acting by and through its Board of County Commissioners;

(b) "City" shall mean and refer to the City of Newcastle, a municipal corporation of the State of Wyoming, and the Town of Upton, a municipal corporation of the State of Wyoming;

(c) "Parties" shall mean and refer to each of the entities adopting the resolution and approving this Joint Powers Agreement;

(c) "Governing body" shall mean and refer to the Board of County Commissioners of Weston County, Wyoming, the Mayor and City Council of the City of Newcastle, Wyoming and the Mayor and Town Council of the Town of Upton, Wyoming, respectively.

2. PURPOSE. The purpose of this Agreement is to provide for the establishment of a joint powers travel and tourism related recreation promotion board to facilitate and bring about the wider promotion and marketing of Weston County as a tourist destination and to oversee, manage and implement a marketing plan and to administer the expenditure of lodging sales tax revenues. The parties hereto agree to use their best efforts, subject to budgetary restraints and other limitations hereinafter provided, to cause such purpose to be accomplished.

3. DURATION. The duration of this Agreement and the joint powers board created pursuant hereto shall be perpetual, provided, however, that this Agreement may be terminated and the joint powers board created hereby dissolved upon the appropriate adoption of a resolution of dissolution by the governing bodies of the parties hereto as hereinafter provided.

4. JOINT POWERS BOARD. There is hereby created, pursuant to §39-6-412 (j) (ii) (B) W.S. (1977), as amended, a joint powers board to be known as the "Weston County Travel Commission" (hereinafter referred to as "the Board"); said Board shall consist of seven (7) members, six of whom shall be qualified electors of Weston County, Wyoming, whose function shall be to carry out the purposes of this Agreement pursuant to the powers of the parties hereto and the powers and duties delegated to the Board through this Agreement.

5. APPOINTMENT/TERMS OF OFFICE. Six of the appointments to the Board shall be by the parties hereto. Each of the governing bodies shall appoint two members, one of whom shall be a representative of the travel and tourism industry. The seventh member shall be the member of the Wyoming Travel Commission appointed to represent the district in which Weston County is located. Vacancies for unexpired terms shall be filled by appointment by the governing body responsible for the appointment which has become vacant. The initial appointments by the governing bodies shall, by mutual agreement between the parties, be staggered terms of one, two and three years each with right of reappointment. Appointments for a full term shall be for three year staggered terms. All Board members shall be required to take an oath of office similar in nature to the oath of office for elected officials in the State of Wyoming and members of the Board may be removed for cause by the governing bodies of the parties hereto pursuant to procedures agreed to and adopted by them.

6. ORGANIZATION OF THE BOARD. The Weston County Travel Commission shall

and organize itself by electing from its membership a Chairman, Vice Chairman, Secretary and Treasurer, and upon such organization shall promptly file with the Weston County Clerk and the Secretary of State of the State of Wyoming the certificate of organization as set forth and required in the Wyoming Statutes.

7. POWERS AND DUTIES. The Board shall be governed in accordance with the requirements of §16-1-105 through §16-1-109 and §39-6-412 W.S. (1977) as amended, and any and all other applicable statutes, and shall have the authority, subject to the provisions hereof, to adopt a general program and to implement the same in the manner they see fit, and to acquire, by lease, donation, gift, purchase or other lawful methods, real and personal property to be utilized in carrying out the purpose of this Agreement.

8. BOARD PROCEDURES. The Board shall adopt its own procedures for the governance of its meeting and operations, provided that the activities of the Board shall be governed by the provisions of §16-1-104 through §16-1-109 W.S. (1977), as those sections may from time to time be amended. The general program of the Board shall be prepared, submitted to and approved by the governing bodies of the parties at the same time and in the same manner as the budget, as provided for in Paragraph 9 below.

9. FINANCES, BUDGET AND OPERATING PLAN. The financial records, accounting system and budgetary process shall be carried out by the Board in accordance with the requirements of this Agreement and of the Uniform Municipal Fiscal Procedures Act, §16-4-101 to §16-4-407 W.S. (1977), as amended. No payment for services rendered or materials or property purchased shall be made except in strict accordance with a budget and operating plan approved by the governing bodies and except on approval of a sworn voucher in accordance with procedures governing counties, cities and towns. It is anticipated by the parties hereto that a significant portion of the total operating budget revenues will be derived from the Weston County Lodging Tax with no obligation on the part of the parties hereto to provide additional funding for operations.

The fiscal year of the Board shall be July 1 to June 30 of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the governing bodies not later than May 10th each year, and shall obtain approval thereof by all governing bodies not later than June 30th each year.

The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to general target areas, capital equipment acquisition and personnel hiring, and in the event of

...on the part of a majority of the Board with regard to whether or not an activity is authorized by the operating plan, then the activity shall be deemed to not be authorized without further consent of the governing bodies of the parties.

The Board will provide the governing bodies with reports detailing its activities and expenditures on a quarterly basis.

10. FINANCING OF TRAVEL AND TOURISM PROMOTION. The Board may provide financing improvements and joint projects in the manner set forth in §16-1-107 W.S. (1977), as amended, and may, in addition thereto, arrange for funding through §39-6-412 W.S. (1977), as amended, or in any other lawful manner; provided, however, that all of the applicable terms and conditions of any financing arrangement or agreement shall be subject to the approval of each of the governing bodies hereto and no such financing shall be so structured as to constitute a debt of any one or more of any of the parties hereto such that the financing in any way limits, impinges upon or utilizes any of the constitutional and statutory debt authorized for any of the parties hereto.

11. ADDITIONAL FUNDING. Each of the parties hereto may, but under no circumstances shall be required to, provide from their operating budgets or other available funds, additional moneys required for the acquisition of facilities or real or personal property, or for the operation of the Board or the facilities to be acquired, constructed and operated pursuant to this Agreement. If the entity providing such additional funding wishes, it may specifically identify items to be purchased with the funding provided and upon termination of this Agreement and total or partial dissolution of the Board, may require that the specific properties provided or identified at the time of funding shall be returned and/or reconveyed to that agency.

12. INTEREST OF THE PARTIES IN THE FACILITIES. All facilities created or acquired pursuant hereto shall belong to and be the property of the Weston County Travel Commission created by this Agreement. The interest of the parties in the facilities shall be determined in accordance with their representation on the Weston County Travel Commission. Upon termination of this Agreement and dissolution of the said Board as herein provided, all facilities shall be conveyed in equal shares to the governing bodies or to a governmental agency or organization mutually agreeable to the parties, who shall have the power and authority to continue the operation of the facilities in accordance with the purposes of this Agreement as set forth herein, subject to the right of the parties to withdraw specific items of real or

personal property provided by that party in accordance with the terms of this Agreement.

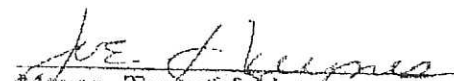
13. AGENTS AND EMPLOYEES. The Weston County Travel Commission shall, in carrying out the purposes, duties and functions set forth herein, be empowered to hire and/or dismiss such employees as it deems necessary for implementing its operation plan as set forth in such plan and shall, in addition thereto, have the authority to contract with organizations providing services or facilities needed to carry out the purposes of this Agreement, provided that Weston County shall provide record keeping, accounting and fiscal management services to the Board at no cost to the Board. All contracts of employment or contracts for services and materials shall contain, in a clear and conspicuous manner, a paragraph indicating that the employee and/or party contracting with the Board acknowledges that no obligation of the Board shall be or become, or may be or become, the direct obligation of any of the parties hereto and no employee, agent or contracted party shall have any claim upon any of the parties hereto for compensation, fringe benefits, remuneration or other recompense of any kind.

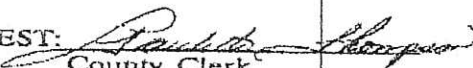
14. TERMINATION AND DISSOLUTION. As referenced in paragraph 3 above, this Agreement may be terminated by the approval of a resolution of dissolution by any of the governing bodies of the parties hereto. No party may adopt a resolution to terminate this Joint Powers Agreement or its obligations hereunder if the effect of the adoption would violate the provisions of §39-6-412 W.S. (1977), as amended, or cause or constitute a breach of any contract for the purchase, lease, use, hiring, sale or other disposition or alienation of any facilities, property or services pursuant hereto.

IN WITNESS WHEREOF, the undersigned have executed this Joint Powers Agreement on behalf of the parties hereto, to be effective as of the day and year first above written.

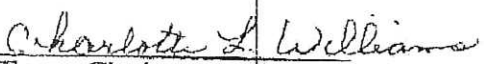

Chairman, Weston County Commissioners


Mayor, City of Newcastle


Mayor, Town of Upton

ATTEST: 
County Clerk

ATTEST: 
City Clerk

ATTEST: 
Town Clerk

In accordance with W.S. § 16-1-105(a)(ii), this joint powers agreement has been reviewed and the Attorney General has determined that the agreement is compatible with the laws and the constitution of the State of Wyoming. The approval of this agreement by the Attorney General is limited to the terms and conditions of the agreement itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this 13th day of November, 1990.

STATE OF WYOMING

Joseph B. Meyer
Attorney General

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