

## JOINT POWERS BOARD AGREEMENT

**THIS AGREEMENT** entered into this 16<sup>th</sup> day of August, 2007, by and between the Board of Commissioners of Carbon County, Wyoming, a body politic and corporate (hereinafter referred to as "County"), the Town of Baggs, a Wyoming Municipal Corporation, and the Town of Dixon, a Wyoming Municipal Corporation.

**WHEREAS**, the parties hereto are agencies as defined by the Wyoming Joint Powers Act, (Wyo. Stat. §16-1-102 et. seq.), hereinafter referred to as the "Act"; and,

**WHEREAS**, the Act provides that any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

**WHEREAS**, the parties hereto have determined that it is for the benefit of the parties to jointly plan for, create, expand, finance and operate a community center in the Little Snake River Valley; and,

**WHEREAS**, the parties hereto have agreed that in order to facilitate the undertaking of this project that it is desirous of creating and organizing a Joint Powers Board under the Act.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants made herein, it is agreed by and between the County of Carbon, Town of Baggs and Town of Dixon as follows:

### I. STATEMENT OF FORMATION

The parties agree that a Joint Powers Board shall be formed pursuant to the powers granted to the respective parties by the Wyoming Joint Powers Act (Wyo. Stat. §16-1-102, et. seq). The Joint Powers Board shall be called "The Valley Community Center Joint Powers Board" (TVCCJPB) and shall be an organization formed by agreement between the Carbon County Commissioners, the Governing Body of the Town of Baggs and the Governing Body of the Town of Dixon.

### II. JOINT POWERS BOARD

- (a) A Joint Powers Board is established pursuant to the provisions of the Wyoming Joint Powers Board Act. When this agreement is duly enacted, approved, and filed pursuant to Wyoming Law, it shall constitute a written agreement between Carbon County, Wyoming; the Town of Baggs, Wyoming and the Town of Dixon, Wyoming. It shall establish a separate legal entity, which shall automatically become a body corporate and politic and public corporation, for the purposes hereinafter set forth.
- (b) The name of the Joint Powers Board shall be, "The Valley Community Center Joint Powers Board" (TVCCJPB).

- (c) The Board shall have perpetual existence.
- (d) The principal office of the Board shall be in the Town Hall in Baggs, Wyoming, the address of which is P.O. Box 300, Baggs, Wyoming 82321.
- (e) The fiscal year of the Joint Powers Board shall commence on July 1<sup>st</sup> and terminate on June 30<sup>th</sup> of every year.

### **III. PURPOSES**

- (a) To raise funds from loans, sale of revenue bonds, grants, tax exempt contributions, and such other means of financing as are authorized by the Wyoming Joint Powers Board Act.
- (b) To acquire a site in the Little Snake River Valley, upon which will be constructed one or more buildings suitable for the housing, operation, and maintenance of a community center for the use and benefits of the citizens of Carbon County, Baggs, and Dixon, Wyoming.

### **IV. ORGANIZATION OF THE BOARD**

- (a) The Board shall consist of not fewer than seven (7) members, all of whom shall be qualified electors of the County of Carbon, State of Wyoming. Three (3) of the members shall be appointed by the Baggs Town Council; three (3) of the members shall be appointed by the Dixon Town Council and the remaining one (1) member shall be appointed by the Carbon County Commissioners. The initial appointments shall be with staggered terms of two (2) members for one (1) year terms; two (2) members for two (2) year terms; and three (3) members for three (3) year terms. All appointments are subject to reappointment. Thereafter, appointments for a full term shall be for a three (3) year term. The initial appointments for the Town of Dixon and the Town of Baggs shall consist of three (3) appointments for a one (1) year, two (2) year and three (3) year terms. The Carbon County Commissioner's initial appointment shall be for a term of three (3) years. The members shall be appointed with thirty (30) days of the approval of this agreement by the Wyoming Attorney General's Office.
- (b) A member of the Board may resign at any time by giving written notice to the other members of the Board and to the agency that appointed that member. A member may be removed by a joint resolution of the Carbon County Commissioners, the Town of Baggs and the Town of Dixon.
- (c) Vacancies for the unexpired terms of a member shall be filled in the same manner as the initial appointment of that member.
- (d) It shall not be incompatible for a member of any of the respective agencies to become a member of the Board.

- (e) Members of the Board shall receive no compensation but may be reimbursed for travel and per diem expenses in the same manner as provided to State employees.
- (f) No individual member shall be personally liable for any actions or procedure of the Board.
- (g) The Board shall meet at least once every three (3) months at the call of the chairperson or within five (5) days after an oral or written request by a majority of the Board members.
- (h) All meetings of the Board shall be open to the public.
- (I) A quorum of the Board shall be a majority of the appointed members of the Board.
- (j) Action of the Board at any meeting may be taken by a majority of the members present.
- (k) Any member of the Board may adjourn any properly called meeting to another time or place, when such meeting is attended by less than a quorum of members.
- (l) A Board member who is present at a meeting of the Board at which action or any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file a written dissent to such action with the secretary before the adjournment of the meeting, or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.
- (m) At the first organizational meeting and at each annual meeting thereafter, the Board shall establish a budget for the acquisition of assets and the operation and maintenance of acquired facilities for each ensuing year. Deficit spending shall not be permitted.

#### **V. OFFICERS**

- (a) Promptly after appointment, the Board shall meet, organize, and elect from its membership a Chairperson, Vice-Chairperson, Secretary, and Treasurer.
- (b) The Chairperson shall conduct all meetings of the Board, execute all documents and instruments on behalf of the Board, hire and fire all employees of the Board, with the consent of the Board, and perform such other duties as may, from time to time, be directed by the Board.
- (c) The Vice-Chairperson shall serve in the capacity of the Chairperson when the Chairperson may be incapacitated or unable to serve for any other reason.
- (d) The Secretary shall attest all instruments executed by the Chairperson; be responsible for

filing all instruments with the appropriate state and county office as required by law; record comprehensive minutes of every meeting, correspond on behalf of the board and perform such other duties as may, from time to time, be directed by the Board. Following the meeting, Secretary shall notify the respective governing bodies of the Board's organization and shall file a certificate with the Wyoming Secretary of State and the Carbon County Clerk, showing its organization.

- (e) The Treasurer shall execute all checks and drafts, along with the Chairperson, or such other member of the Board as designated for such purposes, and shall be responsible for the preparation of all federal, state, and local reports, and the financial statements of the Board and perform such duties, as may, from time to time, be directed by the Board.

## VI. POWERS

- (a) The Board shall have the following powers, in addition to such other powers as are authorized by the Wyoming Joint Powers Act:
  - (I) To sue and be sued.
  - (ii) To acquire by purchase, lease, or gift any real or personal property deemed essential, in the sole and absolute discretion of the Board, to carry out the purposes of the Board. To title all assets acquired by the Board shall vest in and become and remain the property of the Board.
  - (iii) To acquire and grant easements for rights of way essential to the development of the Center and to permit utility and other essential services to be extended to adjoining properties.
  - (iv) To take such action as becomes necessary, in the sole and absolute discretion of the Board to develop lands, to execute construction contracts and such other contracts as are deemed essential to carry out the purposes of the Board; to execute plats and subdivision agreements in the development of real property held by the Board, pursuant to ordinances and regulations of Carbon County, the Town of Baggs and the Town of Dixon, in such cases made and provided for.
  - (v) To employ an administrator or manager and delegate to him or her the responsibility of operating the center.
  - (vi) Within the limits of its authorized and available funds, to hire and fire employees; to enter into contracts for technical, legal, administrative, clerical assistance, and such other services as are deemed necessary by the Board. To engage the services of research and consulting agencies and to utilize the services of any officer or employee of Carbon County, the Town of Baggs and the Town of Dixon with the

approval of the appropriate agency.

- (vii) To establish bank accounts with banking institutions within the State of Wyoming and to authorize the Chairperson and Treasurer and such other members of the Board as deemed necessary to make deposits and withdraw funds for the use of the center.
- (viii) To establish an endowment fund to defray the costs of operation and maintenance of the Center.
- (ix) To establish regulations regarding such procedures and other matters as are deemed necessary in the sole and absolute discretion of the Board and as are consistent with the Wyoming Joint Powers Act.

## VII. FUNDING

- (a) The Board may acquire funding and provide such security as is required, to carry out the intent and purposes of the Board in any one, or a combination of any of the following methods:
  - (I) By accepting contributions from the Board of Carbon County Commissioners, the Town of Baggs and the Town of Dixon, Carbon County, or the State of Wyoming.
  - (ii) By bond issues undertaken by Carbon County, the Town of Baggs, and/or the Town of Dixon.
  - (iii) By revenue bonds issued by the Board, and retired solely from revenues received by the Board from the leasing or operation of the Center or other property owned by the Board.
  - (iv) By the receipt of gifts, donations, or grants.
  - (v) By the issuance of bonds in such cases made and provided for in the issuance of bonds for Wyoming Industrial Development Projects.
  - (vi) By loans from the Permanent Mineral Trust Fund or other permanent funds of the State of Wyoming not otherwise obligated. No loan shall be made without the written opinion of the Attorney General certifying the legality of the transaction and all the documents connected therewith.
  - (vii) No cost shall be incurred, debt accrued, nor money expended by any contracting party which will be in excess of limits prescribed by law.
  - (viii) No debt shall be incurred by the Board except by agreement of the Carbon County

Commissioners, the Town of Baggs and the Town of Dixon, which agreement to incur debt shall be evidenced by separate resolutions of the Commissioners and the respective Town Councils.

#### **VIII. TERMINATION**

- (a) The Board may be dissolved at any time by any one its members. Withdrawal from the Joint Powers Board may occur by Resolution of the Board of Carbon County Commissioners, or by Ordinance of either of the respective Town Councils. However, this agreement and the Board may not dissolve or terminate so long as any outstanding financial obligations of the Board remain unpaid or adequate provisions for the payment thereof have not been paid.
- (b) Upon termination of this Joint Powers Agreement all assets of the Joint Powers Board shall be distributed equally to the participating agencies.
- (c) In the alternative, and with the mutual consent of the Town of Baggs, the Town of Dixon, and the Board of Carbon County Commissioners, the assets may be sold on such terms and condition as they shall agree, and the proceeds, after payment of all expenses of the Joint Powers Board, distributed to the Town of Baggs, the Town of Dixon and the Board of Carbon County Commissioners, in equally.

#### **IX. ENACTMENT**

This Agreement and any amendments thereto shall not become effective until they have been approved by the Wyoming Attorney General, filed with the Wyoming Secretary of State and enacted and published as required by Wyoming Law.

#### **X. SIGNATORY AUTHORIZATION**

IN WITNESS THEREOF the parties have hereunto set their hands and seals on this 16<sup>TH</sup> day of AUGUST, 2007.

BOARD OF COUNTY COMMISSIONERS,  
CARBON COUNTY, WYOMING:

Artlin Zeiger  
By: Artlin "Art" Zeiger, Chairman

ATTEST:

Gwynn Rothenberger  
By: Gwynn Rothenberger,  
Carbon County Clerk

STATE OF WYOMING     )  
  ss.  
COUNTY OF CARBON    )

On this 17<sup>th</sup> day of August, 2007, before me personally appeared **Artlin "Art" Zeiger**, known to me to be the Chairman of the Board of County Commissioners for the County of Carbon, State of Wyoming, who executed the foregoing instrument, and acknowledged that he executed the same by authority given him by Board of Carbon County Commissioners of Carbon County, Wyoming.

Given under my hand and notarial seal this 17<sup>th</sup> day of August, 2007.



Kathleen A. Turner  
Notary Public

My commission expires: 6/21/09.

TOWN OF BAGGS, WYOMING:

Linda Corners  
By: LINDA CORNERS  
Mayor

ATTEST:

Janet Herold  
By: **Janet Herold**  
Town Clerk (SEAL)

STATE OF WYOMING     )  
  : SS  
COUNTY OF CARBON    )

On this 14<sup>th</sup> day of August, 2007, before me personally appeared Linda Corners to me personally known, who, being by me duly sworn, did say that she is the Mayor of the Town of Baggs, Wyoming, and that the seal affixed to said instrument is the seal of the Town of Baggs, and that said instrument was signed and sealed on behalf of the Town of Baggs by authority of its governing body and said Mayor, acknowledged said instrument to be the free act and deed of the Town of Baggs.

Given under my hand and notarial seal this 14<sup>th</sup> day of August, 2007.

Codey J Child  
Notary Public

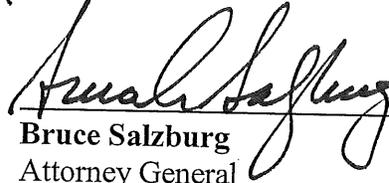
My commission expires: August 21, 2010





In accordance with Wyoming Statute § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed this Joint Powers Board Agreement and determined that the Agreement is compatible with the laws and 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 activities, services, project or the financing of any activities, services or project contemplated under the Agreement.

Approved this 19<sup>th</sup> day of September, 2007.



**Bruce Salzburg**  
Attorney General  
State of Wyoming