

CITY OF RAWLINS, COUNTY OF CARBON, WYOMING
JOINT POWERS AGREEMENT

CARBON COUNTY WYO
RECORDED
APR 25 1983
CLERK'S OFFICE

THIS JOINT POWERS AGREEMENT made and entered into between the City of Rawlins, a Wyoming municipal corporation, hereinafter referred to as the "City", and the County of Carbon, the body politic of the State of Wyoming, hereinafter referred to as the "County",

WITNESSETH:

WHEREAS, the parties hereto are agencies as defined by the Wyoming Joint Powers Act (Wyo. Stat. § 9-1-129 through § 9-1-136, 1977, as amended), 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, under the laws of the State of Wyoming, the City and County each are granted certain powers, privileges and authorities which are similar to the powers, privileges and authorities granted to the others, including, but not limited to, the powers, privileges and authorities granted to pursuant to Wyo. Stat. § 15-1-103 and Wyo. Stat. § 18-2-204 which provide for the establishment of civic centers and other community buildings and facilities for recreational, educational, tourism, historical, social purposes and uses incidental thereto; and

WHEREAS, the parties have determined that it is for the benefit of the City and County to jointly plan, create, expand, finance and operate the old penitentiary site as a civic center and community facility for recreational, educational, tourism, historical, social purposes and uses incidental thereto within the boundaries of the City of Rawlins and the County of Carbon, such facilities hereinafter referred to as the "Project"; and

WHEREAS, the City and County in order to facilitate the undertaking of the Project desire to create and organize a Joint Powers Board under the Wyoming Joint Powers Act,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreement and other conditions contained herein, it is understood and agreed between the parties as follows:

1. Purpose. The purpose of this agreement is to establish a Joint Powers Board to be known as the Old Penitentiary Joint Powers Board pursuant to the Wyoming Joint Powers Act in order to jointly create, expand, plan, finance and operate a civic center and community building facility for providing recreational, educational, tourism, historical, social needs and other uses incidental thereto of the residents of the City and County at the site of the old penitentiary.

2. Duration. The duration of this agreement and the Board established hereby shall be of perpetual duration; however, this agreement and the Board may be dissolved and terminated by action of the City Council of the City or the Board of Commissioners of the County provided that this agreement and the Board shall not be dissolved or terminated so long as any outstanding financial obligations of the Board remain unpaid or adequate provisions for the payment thereof have not been paid.

3. Creation, Organization and Composition of the Joint Powers Board. It is hereby created pursuant to the Wyoming Joint Powers Act a Joint Powers Board between the City of Rawlins and the County of Carbon to be known as the Old Penitentiary Joint Powers Board and hereinafter referred to as the "Board". The Joint Powers Board shall constitute a separate legal entity entirely separate and distinct from the City and the County. The Board shall consist of seven (7) members, all of whom shall be residents of Carbon County. Three (3) of the members shall be selected and appointed by the City Council of the City of Rawlins, Wyoming, and three (3) of the members shall be selected and appointed by the Board of Commissioners of Carbon County. The City and County shall alternately select the seventh member with the City making the selection for the first term and the County making the selection for the second term and alternating thereafter.

The members shall be appointed within thirty (30) days of approval of this agreement by the State Attorney General. The appointment shall follow the following format:

Those members initially appointed shall be appointed with staggered terms so that one member from both the City and County shall be appointed for one year; one member from both the City and County for two years and one member from both the

City and County for three years. The seventh member whose appointment alternates between the City and County shall have a one year term. Vacancies for unexpired terms shall be filled by appointment by the governing bodies of the participating agencies as provided below. Members of the Board may be removed for any reason or without notice or opportunity for hearing by the governing body of the participating agency.

All appointments of members to the Board shall be subject to revocation by the governing body making such appointment at any time and all appointments of successor members shall be made by the governing body which made the appointment of the retiring member. If a Board member ceases to be a resident of the jurisdiction making the appointment, then his or her membership on the Board shall terminate. In the event a vacancy should occur prior to the expiration of the retiring member's term, the successor shall be appointed for the unexpired portion of the retiring member's term and shall be made by the governing body which made the appointment of the retiring member.

Promptly following the appointment of its members, the Board shall meet, organize and elect from its voting members a chairman, secretary and treasurer. The Board shall specify in its bylaws the powers, duties and responsibilities of the office. The secretary of the Board shall notify the participating agencies of the Board's organization and shall file a certificate showing its organization with the County Clerk of Carbon County and the Secretary of State of Wyoming. Upon filing of the certificate the Board shall automatically become a body corporate and politic and a public corporation with powers hereinafter provided.

No individual member of the Board shall be personally liable for any actions or procedures of the Board. When actually engaged in the performance of their duties, the members of the Board shall receive no compensation except per diem and mileage allowances authorized for state employees.

The Board shall meet, in any event, not less than once each three (3) months, at the call of the chairman or upon oral or written request of the majority of the members or within five (5) days after request for a meeting by any participating agency. At any time there is an even number of members on the Board or in attendance at a meeting and such members are evenly divided on a question, the chairman of the Board of the meeting shall not vote on such question.

4. Powers and Duties of the Board. The Board may employ administrative and such other technical, legal and clerical assistance as is necessary and engage the services of research and consulting agencies within the limits of its authorized and available funds as may be agreed upon from time to time. The Board shall adopt such policies, bylaws and regulations not inconsistent with this agreement or the Wyoming Joint Powers Act as it may deem necessary to carry out the business of the Board.

The Joint Powers Board shall: (a) keep minutes of all meetings that official action is taken as well as financial records; (b) fix time and places for the regular meetings provided that the regular meetings shall be held at least once each three (3) months; (c) cooperate with and solicit advice, counsel and recommendation of the governing bodies of the City and County; (d) keep the governing bodies of the City and County advised as to its progress and make such written and formal reports concerning its activities and finances as may be required by the parties.

The Board may: (a) sue and be sued in the name in which the Board is designated; (b) acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the City and County, either alone or jointly, with private or public agencies, institutions, persons or corporations; (c) enter into agreements with public or private agencies, institutions, persons or corporations for the performance of acts or furnishing of services or facilities

by or for the Board or City and the County as are authorized by law; (d) employ legal counsel and bear the costs of litigation; (e) accept or reject any federal, state or private gift, grant, benefit, bequest or divide money, property or services; (f) utilize the services of any office or employee of the City or County with the approval of the governing bodies of the City or County; (g) insure against loss of property.

Additionally, the Board shall have all other powers and duties enumerated in or reasonably implied or authorized from the Wyoming Joint Powers Act and the statutes of the State of Wyoming.

5. Finances. The Board shall plan for the development of the facilities required in undertaking and providing for its project and make application to the appropriate agencies of the United States of America, State of Wyoming, for grants and/or loan funds as well as prepare an annual operating budget to the governing bodies of the City and County and may contribute funds to the Board as the governing bodies of the City and County deem appropriate from time to time. In addition thereto, the Board may pursuant to this agreement and the laws of the State of Wyoming make any other and all actions authorized under such laws to provide for necessary funding to acquire, construct, operate and equip any and all parts or the whole of the project specified herein.

6. Ownership of Project. Title to all facilities constructed pursuant to this agreement shall be vested in the Board. All property, whether real or personal, tangible or intangible, including all contracts in connection therewith and all improvements made thereto will be with the Board and will not be set over or alienated in any manner in the event that bonds or other obligations of the Board issued in connection therewith are outstanding except as security for payment of the principal of or premium and interest on such obligations. The interest of the City and County in the project and in the services of the project during the duration of the Board shall be determined by resolution of the Board subject to approval of the governing bodies of the City and County at the time such project is approved by the Board.

7. Termination, Dissolution and Distribution. The Board shall continue in existence until terminated by either party, provided, however, that the Board and this agreement shall not be dissolved nor terminated until all outstanding obligations of the Board shall have fully been paid or satisfied or provisions made for payment of the same have been made.

Upon satisfaction of all debts and obligations and prior to termination and dissolution, the Board shall convey all of its right, title and interest in all projects and facilities to the City and County which shall assume full ownership and title to the facilities, improvements or other property of such projects. In the event that the City and/or County prior to termination of the Board have incurred any actual cost to which the other has consented in writing, then that agency shall be compensated in a manner to be agreed upon between the City and County at the time such costs are incurred.

8. Severability. The terms, provisions and conditions of this agreement are severable. If any term or provision of this agreement or its application to any person or circumstances determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such persons, circumstances, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without invalidating the provisions or applications of this agreement.

This agreement is executed in accordance with the authorization for its execution by the City Council of the City of Rawlins and the Board of County Commissioners of the County of Carbon with the resolutions of each being duly attached and incorporated herein by this reference.

Executed on this 19 day of April, 1983.

THE CITY OF RAWLINS

By: *H. A. Woodbury*

ATTEST:

Edna M. Lammie
City Clerk

COUNTY OF CARBON

By: *Robert T. Seneff*

ATTEST:

Cindy Beck - Deputy Clerk