

07-067  
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FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN  
THE TOWN OF BAGGS, WYOMING, THE TOWN OF HANNA, WYOMING, THE  
TOWN OF ELK MOUNTAIN, WYOMING, THE TOWN OF MEDICINE BOW,  
WYOMING,  
THE TOWN OF SARATOGA, WYOMING, THE TOWN OF RIVERSIDE, WYOMING,  
THE TOWN OF ENCAMPMENT, WYOMING, THE CITY OF RAWLINS, WYOMING  
AND CARBON COUNTY, WYOMING  
AMENDING THAT JOINT POWERS AGREEMENT WHICH CREATED THE JOINT  
TOURISM BOARD BY AGREEMENT DATED APRIL 6, 1987

THIS AMENDMENT TO AGREEMENT is entered into this 4<sup>th</sup> day of November, 2011, by and between the Commissioners of Carbon County, Wyoming, a body politic and corporate (hereinafter referred to as "County"), the Town of Baggs, a Wyoming Municipal Corporation, the Town of Hanna, a Wyoming Municipal Corporation, the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, the Town of Encampment, a Wyoming Municipal Corporation, and the City of Rawlins, a Wyoming Municipal Corporation each of which constitutes an "agency" as defined by Wyo. Stat. § 16-1-103 and hereinafter collectively referred to as "Participating Agencies" or collectively as the "Joint Powers Board", who agree as follows:

WHEREAS, pursuant to Wyo. Stat. § 16-1-104 (a) of the Act, 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 recognize that tourism plays a vital role to the economic development of the citizens of Carbon County, Wyoming and;

WHEREAS, the Joint Tourism Board was created by a Joint Powers Board (JPB) Agreement that was dated April 6, 1987 and;

WHEREAS, all Participating Agencies agree that an amendment to the 1987 JPB Agreement is necessary and;

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Carbon County  
Clerks Office

COPY

**NOW, THEREFORE**, in consideration of the promises, agreements and mutual covenants made in the original 1987 JPB Agreement, it is agreed by and between the County of Carbon, the Town of Baggs, Town of Hanna, the Town of Medicine Bow, the Town of Saratoga, the Town of Elk Mountain, the Town of Riverside, the Town of Encampment and the City of Rawlins that the Joint Tourism Promotion Board Agreement shall be amended in its entirety as follows:

**SECTION ONE**

**CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD**

**1.00** There is hereby created, pursuant to Wyo. Stat. § 16-1-106 of the Act, the Joint Tourism Promotion Board which shall operate as the Carbon County Visitors Council (CCVC) (hereinafter referred to as the "Joint Powers Board").

**1.01.** The Joint Powers Board shall consist of ten (10) members, all of whom shall be qualified electors of Carbon County.

**1.02.** Each Governing Body of the Participating Agencies shall appoint one (1) member to the Joint Powers Board all of whom shall be a representative of the travel and tourism industry. An at-large member shall be appointed after nomination and with the unanimous approval of the Participating Agencies and may be a member of the Wyoming Travel Commission.

**1.03.** No member on the Joint Powers Board may be an elected official from the Governing Bodies of Participating Agencies.

**1.04.** Appointments for a full term shall be for a full three (3) year staggered term. Vacancies for unexpired terms shall be filled by appointment by the Governing Bodies of the Participating Agencies. Members of the Joint Powers Board may be removed for cause by the Governing Bodies of the Participating Agencies. In order to set up the staggering of terms, initially

each of the Towns shall appoint one member each for a one (1) year term, and the County shall appoint one member for a three (3) year term. The jointly appointed member shall serve a two (2) year term. All members of the Joint Powers Board shall be appointed by each of the Participating Agencies within thirty (30) days of the approval of this agreement by the Wyoming Attorney General's Office

1.05. All vacancy appointments shall be made by the Governing Body which made the appointment of the retiring member. In the event a vacancy should occur prior to the expiration of the retiring member's terms, the successor shall be appointed within thirty (30) days of notification to such Governing Body of the vacancy to serve the unexpired portion of the retiring member's term and the appointment of the retiring member.

1.06. Upon this Agreement becoming effective and upon the appointment of at least a majority of the members of the Joint Powers Board, members shall be given notice of the time and place for the first meeting of the Joint Powers Board by the County Attorney, and at which time the Joint Powers Board shall organize itself. At the organizational meeting, the Board shall also elect from its membership a Chairperson, Vice-chairperson, Secretary and Treasurer. At the first meeting, the Joint Powers Board shall adopt policies, by-laws and regulations for the promotion of travel and tourism in Carbon County, Wyoming. The Secretary of the Joint Powers Board shall notify the Participating Agencies' Governing Bodies of the Joint Powers Board of its organization and shall file a certification with the County Clerk, Secretary of State and Office of the Attorney General showing the Joint Powers Board's organization.

1.07. The Joint Powers Board shall meet at the call of the Chairperson, upon oral or written request of a majority of the members, within ten (10) days after the request is given by any Participating Agency or in any event not less than once every three (3) months.

1.08. A quorum shall be a majority of the members of the Joint Powers Board.

1.09. A Joint Powers Board member who is present at a meeting of the Joint Powers 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.

1.10. Joint Powers Board members may attend meetings telephonically or by other acceptable means of telecommunication.

1.11. At the first organizational meeting and at each annual meeting thereafter, the Joint Powers Board shall establish a budget for the acquisition of assets and the operation and maintenance of acquired facilities for the ensuing year. Deficit spending shall not be permitted.

1.12. The principal office of the Joint Powers Board shall be located at 816 W. Spruce Street, Rawlins, WY 82301, or any other location as may hereafter be designated by resolution of the Joint Powers Board.

1.13. The Joint Powers Board is prohibited from owning any facility. However, should the law ever be modified to allow the Joint Powers Board to own a facility, the percentage of ownership shall be in equal shares for each agency who is a participating Member of the Joint Powers Board

and the participating Members shall also share equally in the costs of operation and maintenance responsibilities for any facility.

## **SECTION TWO**

### **PURPOSE**

2.00 The purpose of this Agreement is to provide for an efficient, orderly and economically feasible method of planning, financing, developing and implementing the promotion of tourism in Carbon County, Wyoming on behalf of the Participating Agencies.

## **SECTION THREE**

### **DURATION OF THE AGREEMENT**

3.00 This Agreement and the Joint Powers Board shall be of perpetual duration: however, this Agreement and the Joint Powers Board may be dissolved and terminated by action of either a majority of the Governing Bodies of Participating Agencies, which includes the County, provided that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist without other provision for their payment or other satisfaction having been made.

## **SECTION FOUR**

### **POWERS AND DUTIES OF THE JOINT POWERS BOARD**

4.00. The Joint Powers Board may employ such other persons as may be necessary to carry out the purposes of this Agreement, including, but not limited to, legal counsel, an Executive Director, clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds.

4.01. The Joint Powers Board shall adopt such policies, by-laws and regulations, not inconsistent with this Agreement or the Wyoming Joint Powers Board Act, as it deems necessary to carry out the business of the Joint Powers Board.

4.02. The responsibilities of the Joint Powers Board shall be as follows:

4.02.01. To elect officers and adopt polices, by-laws, regulations as it deems appropriate.

4.02.02. To fix the time and place of regular meetings, provided that meetings shall be held as provided in Paragraph 1.7.

4.02.03. To keep minutes of all meetings during which official action is taken as well as financial records. Such minutes and records shall be public records as provided under the Wyoming Open Meetings Act.

4.02.04. To submit an annual operating budget and request funds, if needed, from Participating Agencies and County. The fiscal year of the Joint Powers Board shall commence on July 1<sup>st</sup> of each year and terminate on June 30<sup>th</sup> of every year.

4.02.05. To develop and maintain a strategic, long-range plan with existing governmental agencies and the private sector.

4.02.06. To coordinate activities with existing governmental agencies and the private sector.

4.02.07. To cooperate with and solicit the advice, counsel and recommendations of Participating Agencies and County.

4.02.08. To keep the governing bodies of the Participating

Agencies and Counties advised as to its progress and shall provide regular written or formal reports concerning its activities and finances on a semi annual basis to Participating Agencies.

4.02.09. To apply for, with the approval of the Participating Agencies by Resolution, for grant funds from the Wyoming Business Council and/or other grant and loan monies which may be available, and upon receipt, administer, control and account for such funds.

4.02.10. To comply with all requirements of it as set forth in the Act.

4.02.11 To accept and expend donations, grants or payments from persons and entities other than the Participating Agencies.

4.03. The Joint Powers Board may:

4.03.01. Sue and be sued in the same manner in the name in which the Joint Powers Board is designated.

4.03.02. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the Participating Agencies, either alone or jointly with public or private agencies, institutions, persons or corporations.

4.03.03. Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts or furnishing of services or facilities by or for the Joint Powers Board or Participating Agencies or County.

4.03.03(a). Accept or reject any federal, state, or private gifts, grants, bequests or devises. monies, properties or services.

4.03.03(b). Utilize the services of any officer or employee of the Participating Agencies, with the approval of the Governing Bodies of the said agencies.

4.03.03(c). Insure against loss of property.

4.03.03(d). Additionally, the Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Act, Wyo. Stat. § 16-1-101, et seq. and the statutes of the State of Wyoming.

4.03.04. 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 Joint Powers Board Act.

4.03.05. Employ an administrator or manager and delegate to him or her the responsibility of the day to day operations of the organization that are consistent with its purpose.

4.03.06. 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 Joint Powers Board.

4.03.07. Establish bank accounts with banking institutions within the State of Wyoming and to authorize the Chairperson and Treasurer and such other members of the Joint Powers Board as deemed necessary to make deposits and withdraw funds for the Joint Powers Board.

4.03.08. The Joint Powers Board may establish an endowment fund to defray the costs of operation and maintenance of future projects of the Joint Powers Board.

4.04. Participating Agencies and County may make their resources and staff available to assist the Joint Powers Board in the performance of its powers and duties.

## SECTION FIVE

### FINANCING OF TRAVEL AND TOURISM PROMOTION

5.00. The Joint Powers Board may formulate any plan or plans for the financing of Travel and Tourism Promotion as it may deem appropriate. The Board may solicit and obtain funds from any of the following sources:

5.01. The contribution of funds from one (1) or more of the Participating Agencies which would be available to each agency if proceeding individually, including, but not necessarily limited to, designated proceeds of any portion of a tax revenue stream as may be determined by said governmental body.

5.02. Gifts, donations or grants of federal money.

5.03. Loans and/or grants from the State Land and Investment Board, Wyoming Business Council or another State or Federal agency.

5.04. The issuance by the Board of its revenue bonds under the Authority of Wyo. Stat. § 16-1-107(a)(iii). A resolution authorizing the issuance of said revenue bonds and each revenue bond issued thereunder shall contain a recital that the bonds do not constitute a general obligation of the Joint Powers Board or of any of the Participating Agencies, but shall be payable from a special fund

to contain the revenues to be derived from the ownership, operation, renting or leasing of the project, and further, that the lien of the pledge of the revenues constitutes a first lien, but not necessarily an exclusive first lien, on said revenues, and further that the project is to be funded by the proceeds of the bonds which will be pledged, if necessary, as additional security for the payment of bonds.

5.05. Should the Joint Powers Board be successful in obtaining a loan or loans from the State Land and Investment Board or another State or Federal agency for the promotion of travel and tourism industry, the Joint Powers Board is authorized and empowered to take all necessary action to arrange for and secure the disbursement of the loan funds, and upon receipt, the funds shall be deposited in a separate bank account to the credit of the Joint Powers Board only for payments upon the loan or loans, and for the payment of vouchers duly audited and approved for payment by the Joint Powers Board for expenses incurred in connection with the project or projects for which the loan or loans were granted.

## SECTION SIX OFFICERS

6.01. Promptly after the initial appointments, the Joint Powers Board shall meet, organize and elect from its membership a Chairperson, Vice-Chairperson, Secretary and Treasurer. Thereafter, Officers shall be appointed on an annual basis at the first meeting after the start of the fiscal year.

6.02. The Chairperson shall conduct all meetings of the Joint Powers Board, execute all documents and instruments on behalf of the Joint Powers Board, hire and fire any and all employees of the Joint Powers Board, with the consent of the Joint Powers Board, and perform such other duties as may, from time to time, be directed by the Joint Powers Board.

6.03. 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.

6.04. 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 Joint Powers Board and perform such other duties as may, from time to time, be directed by the Joint Powers Board. Following the meeting, Secretary shall notify the respective governing bodies of the Joint Powers Board's organization and shall file a certificate with the Wyoming Secretary of State and the Carbon County Clerk showing its organization.

6.05. The Treasurer shall execute all checks and drafts, along with the Chairperson, or such other member of the Joint Powers 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 Joint Powers Board and perform such duties as may, from time to time, be directed by the Joint Powers Board.

## **SECTION SEVEN**

### **ENACTMENT**

7.00 These amendments thereto shall not become effective until they have been approved by the Carbon County Commissioners, the governing body of each Participating Agency and the Wyoming Attorney General who shall determine the Agreement is complete and compatible with the laws and the Constitution of the State of Wyoming, filed with the Wyoming Secretary of State and enacted and published as required by Wyoming Law.

## **SECTION EIGHT**

### **TERMINATION, DISSOLUTION AND DISTRIBUTION**

8.00. The Joint Powers Board shall continue in existence until terminated by mutual agreement as provided above; however, the Joint Powers Board and this Agreement shall not be

terminated and shall continue in existence until all outstanding obligations of the Joint Powers Board have been fully paid and satisfied or until other provision for their payment for their satisfaction have been made.

8.01. Further, upon termination and dissolution, and after satisfaction of or provision for all debts and obligations, the Joint Powers Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned by the Joint Powers Board to the Participating Agencies in the ratio to which each agency participated in the actual, total cost of the same. The Participating Agencies may mutually agree at that time as to the method of compensation or resolution between themselves. If the ratio of the participation is not capable of determination, then the Participating Agencies shall divide such amounts equally.

#### **SECTION NINE**

##### **VACANCIES AND REMOVAL OF JOINT POWERS BOARD MEMBERS**

9.00. Members of the Joint Powers Board may be removed, with cause, by the Governing Body which appointed the member for the following reasons:

9.01. If a member of the Joint Powers Board ceases to be a qualified elector consistent with Paragraph 1.1, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

9.02. If a member of the Joint Powers Board is convicted of a felony or found guilty/adjudicated of a crime of dishonesty during said tenure as a member of the Joint Powers Board, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

9.03. If a member of the Joint Powers Board fails to attend three (3) or more consecutive Joint Powers Board meetings, unless there is a two-thirds (2/3rds) majority vote by the Joint Powers Board that good cause exists to excuse the non-attendance, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member; or

9.04. If a member of the Joint Powers Board substantially fails to perform the member's duties as determined by a two-thirds (2/3rds) majority vote by Participating Agencies, the member's position on the Joint Powers Board shall be declared vacant. This vote must be conducted by the Participating Agencies as opposed to the Joint Powers Board.

9.05. If a member of the Joint Powers Board fails to comply with any policy established by the Joint Powers Board, the Joint Powers Board has the authority to make a recommendation for removal to the Participating Agencies. The Participating Agencies shall vote on whether or not the member should be removed. Removal of a member requires a two-thirds (2/3rds) majority vote by the Participating Agencies.

## SECTION TEN

### LIABILITY AND GOVERNMENTAL IMMUNITY

10.0 Except as otherwise provided by law, no individual member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board as provided by Wyo. Stat. § 16-1-106 (b). Nothing herein, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Agency may have otherwise under Wyoming law.

10.01. The Joint Powers Board shall cover workers' compensation for all employees or other approved individuals while in the performance of their duties under this Agreement. Any paid

employee will be considered an employee of the Joint Powers Board and shall be considered as such for the purposes of the governmental liability and the Wyoming Governmental Claims Act.

10.02. Nothing herein, nor any action taken by the Joint Powers Board, shall modify limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Municipality or County may have otherwise under Wyoming.

#### **SECTION ELEVEN**

##### **OPEN MEETINGS**

11.00. All meetings of the Joint Powers Board shall be open to the public after reasonable notice thereof publicly posted, including posting in the designated location for each Participating Agency and County.

#### **SECTION TWELVE**

##### **COMPENSATION**

12.00. When actually in the performance of their duties, the members of the Joint Powers Board shall not receive any compensation from the Joint Powers Board or otherwise, but shall be reimbursed for travel and per diem expenses at the same rate given to State of Wyoming employees and otherwise as authorized by Wyo. Stat. § 16-1-106(b).

#### **SECTION THIRTEEN**

##### **GEOGRAPHICAL AREA RESTRICTION**

13.00. The geographical area within which the Joint Powers Board is authorized by this Agreement to perform those acts enumerated herein encompasses Carbon County, Wyoming; including, but not limited to, the corporate boundaries of each Participating Agency.

#### **SECTION FOURTEEN**

##### **SEVERABILITY**

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

**SECTION FIFTEEN  
AMENDMENT**

15.00. This Agreement may be amended, in whole or in part, by a written agreement by the parties and approval by the Office of the Wyoming Attorney General.

**SECTION SIXTEEN  
BINDING EFFECT**

16.00. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and assigns.

**SECTION SEVENTEEN  
NON-WAIVER**

17.00 No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**SECTION EIGHTEEN  
HEADING**

18.00 Headings in the Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**SECTION NINETEEN  
GOVERNING LAW**

19.00 This Agreement shall be construed in accordance with and governed by the laws of the State of Wyoming.

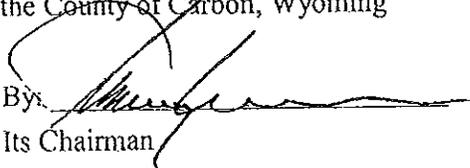
This First Amendment to Agreement is made duly and executed this 4<sup>TH</sup> day of November, 2011, in accordance with the authorization by majority vote of the duly elected members of the Governing Bodies of the Participating Agencies, and by majority vote of the duly elected members of the Board of County Commissioners of Carbon County.

(Signature Page for Carbon County, Wyoming)

By Resolution No. ~~2011-18~~, adopted July 19, 2011.

**CARBON COUNTY, WYOMING:**

Board of Commissioners of  
the County of Carbon, Wyoming

By: 

Its Chairman

Chairperson County Commissioner

Attest: 

Gwynn Bartlett,

Carbon County Clerk

(Signature Page for Hanna, Wyoming)

By Resolution No.     , adopted September 2011.  
2011-400

TOWN OF HANNA, WYOMING:

By: Tony D. Perre  
Its Mayor

Attest: Vivian A. Gonzalez  
Town Clerk

(Signature Page for Baggs, Wyoming)

By Resolution No. 2011-08, adopted Sept. 27, 2011.

TOWN OF BAGGS, WYOMING

By: Katharine A. Vasnao  
Its Mayor

Attest: Janet B. Kleso  
Town Clerk

 COPY

(Signature Page for Medicine Bow, Wyoming)

By Resolution No. <sup>2011-12</sup>\_\_\_\_\_, adopted 10/10 / 2011.

TOWN OF MEDICINE BOW, WYOMING:

By: 

Its Mayor

Attest: 

Town Clerk

(Signature Page for Elk Mountain, Wyoming)

By Resolution No. <sup>2011-</sup>04, adopted Aug 8, 2011.

TOWN OF ELK MOUNTAIN, WYOMING:

By: [Signature]  
Its Mayor

Attest: [Signature]  
Town Clerk

 COPY

(Signature Page for Saratoga, Wyoming)

By Resolution No. ~~2011-05~~ adopted 8-2-2011.

TOWN OF SARATOGA, WYOMING:

By: John ZEIBER

Its Mayor

Attest: Angie Cox

Town Clerk

(Signature Page for Riverside, Wyoming)

By Resolution No. <sup>2011-1</sup> \_\_\_\_\_, adopted 7/14 2011.

TOWN OF RIVERSIDE, WYOMING

By: Ronald L. Edmell  
Its Mayor

Attest: Jana C Cook  
Town Clerk

(Signature Page for Encampment, Wyoming)

By Resolution No. 2011-06, adopted July 28 2011.

TOWN OF ENCAMPMENT, WYOMING

By: [Signature]  
Its Mayor

Attest: [Signature]  
Town Clerk



(Signature Page for Rawlins, Wyoming)

By Resolution No. 07A-2011, adopted 7/19/ 2011.

CITY OF RAWLINS, WYOMING

By: Kenneth C. Klouda  
Its Mayor

Attest: Marea K. Brown  
City Clerk

(Signature Page for State of Wyoming Office of Attorney General)

State of Wyoming  
Office of Attorney General

In accordance with Wyo. Stat. 16-1-105(a)(ii), I hereby certify that the foregoing First Amendment to Agreement amending in its entirety the Joint Tourism Promotion Board Agreement was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and laws of the State of Wyoming. The approval of the First Amendment is limited to the terms and conditions of the Agreement and the approval does not extend to any activities, services, project or financing of any activities, service or project contemplated under the Agreement.

Approved this 21<sup>TH</sup> day of November, 2011.

ATTORNEY GENERAL  
STATE OF WYOMING

By: 