

**FIRST AMENDED
JOINT POWERS AGREEMENT
OF THE
CROOK COUNTY PROMOTION BOARD**

THIS JOINT POWERS AGREEMENT was originally made and entered into to be effective the 13th day of July, 1989, by and between all of the Municipal Corporations located within Crook County, State of Wyoming, the TOWN OF SUNDANCE, TOWN OF HULETT, TOWN OF MOORCROFT, TOWN OF PINE HAVEN, and the BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, WYOMING, and is hereby amended as follows upon approval by the Attorney General of the State of Wyoming according to the W.S. 39-15-211 (a) (ii) and 16-1-1-104 on the last undersigned date.

WITNESSETH:

WHEREAS, the electors of Crook County chose pursuant to then W.S. 39-6-412, to implement and impose a lodging tax upon lodging service within Crook County and have done so every time it has been on the ballot since 1989, and

WHEREAS, the proceeds of such tax are to be used to promote local travel and tourism, and

WHEREAS, W.S. 39-15-211 (a) (ii), (formerly W.S. 39-6-412) as amended, calls for the creation of a joint powers board between the County and a majority of incorporated municipalities within the County to control the expenditures of the amounts collected, and

WHEREAS, W.S. 16-1-102, et seq, as amended, set forth the requirements for formal creation and authorization of a joint powers board,

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. DEFINITIONS

- a. "County" shall mean and refer to the County of Crook, State of Wyoming acting by and through its Board of County Commissioners;
- b. "Town" shall mean and refer to the following incorporated municipalities, all located within Crook County, State of Wyoming: Town or City of Sundance, Town of Hulett, Town of Moorcroft, Town of Pine Haven;
- c. "Parties" shall mean and refer to each of the entities adopting the resolution and approving this Joint Powers Board Agreement consisting of the Towns described in the paragraph (b) above respectively;
- d. "Governing Body" shall mean and refer to the Board of County Commissioners of Crook County and the mayor and Town Council of the Towns described in paragraph (b) above respectively;
- e. "Board" shall mean the governing body of the Crook County Promotion Board consisting of up to six (6) members.

2. PURPOSE. The purpose of this Agreement is to provide for the establishment of a joint powers promotion board pursuant to Wyoming law for the promotion of travel and tourism within Crook County, Wyoming, and to administer for that purpose the expenditure and distribution of lodging sales tax revenues.

3. DURATION. The duration of this Agreement and the joint powers board created hereby shall be perpetual, provided, however, that this Agreement may be terminated and the

joint powers board created hereby dissolved in compliance with the terms of Paragraph 14 below.

4. JOINT POWER BOARD. There was created, pursuant to former W.S. 39-6-412 (j) (ii) (B), and now W.S. 39-15-211 (a) (ii) as amended a joint power board:
 - a. To be known as the Crook County Promotion Board.
 - b. The Board shall consist of six (6) members, whom shall be qualified electors of Crook County, Wyoming, whose function shall be to carry out the purposes of this Joint Powers Agreement pursuant to the powers of the parties hereto and the powers and duties delegated to the Board through this Joint Powers Agreement.
 - c. A board member does not have to reside in the corporate limits of a Town as long as they are a qualified elector of Crook County, Wyoming.
 - d. When actually engaged in the performance of their duties, board members of the CCPB shall receive no compensation, but shall be reimbursed for travel and per diem expenses as provided to state employees.
5. APPOINTMENT AND TERMS OF OFFICE. Appointments of members to the Board shall be made by the parties as follows:
 - a. The governing bodies of each town shall appoint one (1) member and the Board of County Commissioners shall appoint two (2) members.
 - b. A majority of the members of the Board shall be representative of the travel and tourism industry located in Crook County, Wyoming.

- c. The initial appointments by the governing bodies shall, by mutual Agreement between the parties, be staggered terms of one (1), two (2) and three (3) years with right of reappointment.
 - d. Appointments for full terms shall be for three (3) year staggered terms.
 - e. 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.
 - f. All Board members may be removed with or without cause by the governing body of the party that appointment them or pursuant to procedures agreed to and adopted by said party.
 - g. The Board will notify the respective governing body in writing of any member who misses three (3) consecutive meetings and request that they be removed from the Board and a replacement appointed for the remainder of their term of office.
 - h. The Board will notify the respective governing body in writing three (3) months before the expiration of a member's term of office.
 - i. The Board should submit nominee(s) to the respective governing body.
6. ORGANIZATION OF THE BOARD. The Crook County Promotion Board shall meet and organize itself by electing from its membership a chairperson, vice chairperson, secretary and treasurer, and upon such organization shall promptly file with the keeper of the records for each of the parties (County Clerk and Town Clerks) and with the Wyoming Secretary of State, a copy of this Amended Joint Powers Board Agreement as set forth and required by Wyoming Statutes.

7. POWERS AND DUTIES. This Board shall be governed in its actions in accordance with the requirements of W.S. 39-15-101 (a) (i) and (ii), W.S. 39-15-203 (a) (ii), W.S. 39-11-211 (a) (ii) and 16-1-102 et seq. as amended, and any and all other applicable statutes, and shall have the authority subject to provisions hereof, to adopt a general program to implement the same in the manner as 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 purposes of this Agreement.
8. BOARD PROCEDURES. The Board may employ administrative and such other technical, legal and clerical assistance as is necessary. 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 Crook County Promotion Board shall:
- a. Keep minutes of all meetings at which official action is taken, as well as all financial records;
 - b. Fix time and places for the regular meetings, provide that the regular meeting shall be held at least once every three (3) months at the call of the chairperson or within five (5) days after an oral or written request of the majority of the board members;
 - c. Cooperate with and solicit advice from the governing bodies of the parties hereto;
 - d. Keep the governing bodies of the parties hereto advised as to its progress, actions and decisions;

- e. Comply with the Public Records Act W.S. 16-4-201 et seq;
- f. Comply with the Public Meetings Act W.S. 16-4-401 et seq.

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 following requirements of this Agreement, and:

- a. The Uniform Municipal Fiscal Procedures Act, W.S. 16-4-101 et seq, as amended and W.S. 39-15-211 (a) (ii);
- b. 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 Board and except upon approval of a sworn voucher in accordance with procedures governing counties, cities and towns;
- c. All taxes imposed on lodging services shall be paid to the Promotion Board rather than to any other entities set forth in W.S. 39-15-211 (a) (ii). The Board may designate a Town or County to be their fiscal agent; and
- d. The fiscal year of the Board shall be July 1 to June 30 of each year.

10. FINANCING OF TRAVEL AND TOURISM PROMOTION. The Board may provide for financing such joint projects in the manner set forth in W.S. 16-1-107 as amended pursuant to the direction and requirements of W.S. 39-15-203 (a) (ii) as amended or in any other lawful manner.

11. INTEREST OF THE PARTIES IN THE FACILITIES. All facilities created or acquired pursuant hereto shall belong to and be property of the Crook County Promotion Board created by this Agreement. The interest of the parties in the facilities upon dissolution of this Agreement shall be determined in accordance with their representation of the Crook County Promotion Board. Upon termination of this Agreement and dissolution of this Board, 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, subject to the right of the parties to withdraw specific items of property provided by that party in accordance with the terms of this Agreement.

12. 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 monies 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 Boards, may require that the specific properties provided or identified at the time of funding shall be returned and or reconveyed to that agency.

13. AGENTS AND EMPLOYEES. The Crook County Promotion Board 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. All contracts of employment or contracts for services and materials shall contain, in a clear and conspicuous manner, a paragraph indicating that the employee 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 three (3) above, this Agreement may be terminated by the approval of a majority of the parties hereto or by operation of Wyoming Statutes. 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 W.S. 39-15-203 (a) (ii) 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 herto.
15. DUPLICATE ORIGINALS. This Agreement shall be deemed fully executed and shall become effective upon the signature of all the parties hereto upon the original and approval by the Attorney General of the State of Wyoming.

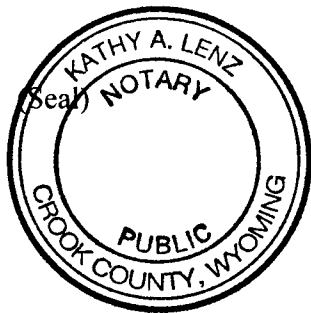
CITY OF SUNDANCE, STATE OF WYOMING

ADOPTED AND APPROVED by the City Council on August 1, 2017.

Paul Brooks Mayor
Paul Brooks, Mayor

State of Wyoming }
 }
County of Crook }

Signed or attested before me on October 12, 2017 by Paul Brooks, Mayor on behalf of the City of Sundance, Wyoming.



Kathy A. Lenz
Kathy Lenz, City Clerk
My commission expires: 10-05-2019

TOWN OF HULETT, STATE OF WYOMING

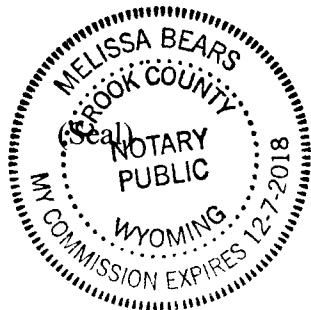
ADOPTED AND APPROVED by the Town Council on Feb. 21, 2017.

Vivian Odell Mayor

Vivian O'Dell, Mayor
Odell,

State of Wyoming }
 }
County of Crook }

Signed or attested before me on Oct 12, 2017 by Vivian O'Dell, Mayor
on behalf of the Town of Hulett, Wyoming.

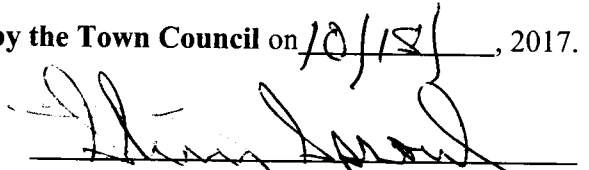


Melissa Bears

Melissa Bears, Town Clerk
My commission expires: 12-7-2018

TOWN OF MOORCROFT, STATE OF WYOMING


ADOPTED AND APPROVED by the Town Council on 10/18/17, 2017.



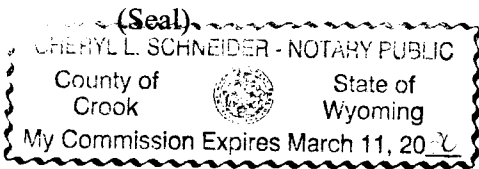
Steve Sproul, Mayor

State of Wyoming }
 }
County of Crook }

Signed or attested before me on October 18, 2017 by Steve Sproul, Mayor on behalf of the Town of Moorcroft, Wyoming



Cheryl Schneider, Town Clerk
My commission expires: March 11, 2020



TOWN OF PINE HAVEN, STATE OF WYOMING

ADOPTED AND APPROVED by the Town Council on Feb 16, 2017.

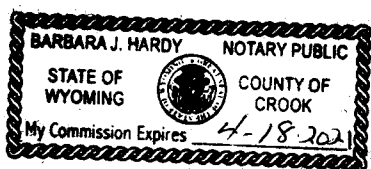
Larry Suchor
Larry Suchor, Mayor

State of Wyoming }
County of Crook }

Signed or attested before me on Feb 16, 2017 by Larry Suchor, Mayor on behalf of the Town of Pine Haven, Wyoming.

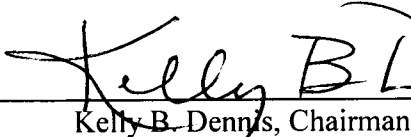
Barbara J Hardy
Town Clerk
My commission expires: 4-18-2021

(Seal)



BOARD OF COUNTY COMMISSIONERS IN AND FOR CROOK COUNTY, WY

ADOPTED AND APPROVED by the Board on March 8, 2017.

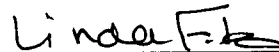


Kelly B. Dennis, Chairman

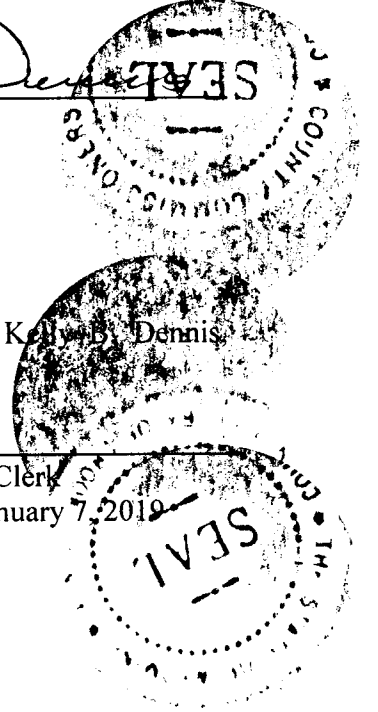
State of Wyoming }
 }
County of Crook }

Signed or attested before me on October 17, 2017 by Kelly B. Dennis,
Chairman on behalf of the Board of Crook County Commissioners.

(Seal)



Linda Fritz, Crook County Clerk
My commission expires: January 7, 2019



TOWN OF HULETT, STATE OF WYOMING

ADOPTED AND APPROVED by the Town Council on _____, 2017.

Vivian O'Dell, Mayor

State of Wyoming }

}

County of Crook }

}

Signed or attested before me on _____, 2017 by Vivian O'Dell, Mayor
on behalf of the Town of Hulett, Wyoming.

Melissa Bears, Town Clerk

My commission expires: _____

(Seal)

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the First Amended Joint Powers Agreement of the Crook County Promotion Board and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this 18th day of January, 2018.

ATTORNEY GENERAL



Peter K. Michael