

CERTIFICATE OF ORGANIZATION

OF

JOINT TOURISM PROMOTION BOARD

The undersigned duly elected Secretary of the Joint Tourism Promotion Board hereby certifies that on the 26th day of July, 1989, the Board members, duly appointed in the manner provided in the Joint Powers Agreement entered into between Crook County and the Town of Sundance, Town of Hulett, Town of Moorcroft, and Town of Pine Haven, met in an organizational meeting and elected from said members the following:

| | |
|----------------|--------------------------|
| Chairman: | <u>Tim Rubald</u> |
| Vice Chairman: | <u>Freda Dent</u> |
| Secretary: | <u>Judy Brengle</u> |
| Treasurer: | <u>Velma Brandenburg</u> |

Notice of the foregoing has been given to the Clerks of Crook County and the Town of Sundance, Town of Hulett, Town of Moorcroft, and Town of Pine Haven

IN WITNESS WHEREOF, I have executed this Certificate this 26th day of July, 1989.

Judy A. Brengle
Secretary

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is made and entered into to be effective the 13th day of July, 1989, by and between the TOWN OF SUNDANCE, TOWN OF HULETT, TOWN OF MOORCROFT AND TOWN OF PINE HAVEN, Municipal Corporations located within Crook County, State of Wyoming, and the BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, WYOMING, and is made pursuant to the provisions of 39-6-412 (j)(B)(I) and 16-1-104 Wyoming Statutes (1977), as amended.

W I T N E S S E T H:

WHEREAS, the electors of Crook County have chosen, pursuant to Wyo. Stat. 39-6-412, to implement and impose a lodging tax upon lodging services within Crook County, and

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

WHEREAS, Wyo. Stat. 39-6-412 (j) (ii) (B) (1977), 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, Wyo. Stat. 16-1-101, et seq. (1977), 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 of Sundance, Town of Hulett, Town of Moorcroft, and 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 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.

2. PURPOSE. The purpose of this Agreement is to provide for the establishment of a joint powers tourism 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 POWERS BOARD. There is hereby created, pursuant to Wyo. Stat. 39-6-412 (j) (ii) (B) (1977), as amended, a joint powers board to be known as the Crook County Promotional Board, said board to consist of no fewer than seven (7) members, six (6) of whom shall be qualified electors of Crook 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 AND TERMS OF OFFICE. Six of the appointments to the Board shall be made by the parties hereto. Each of the town governing bodies shall appoint one member, the Board of County Commissioners shall appoint two members. A majority of the Board shall be representative of the travel and tourism industry located within Crook County. The seventh member shall be a member of the Wyoming Travel Commission appointed to represent the district in which Crook 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, provided that no member shall serve more than six years successively. Appointments for a full term shall be for three year staggered term. 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. A Joint Tourism promotion Board shall meet and organize itself by electing from its membership a chairman, vice chairman, secretary and treasurer, and upon such organization shall promptly file with the keeper of records of each of the parties thereto and with the Secretary of State of Wyoming, a copy of this Joint Powers Board Agreement as set forth and required by the Wyoming statutes.

7. POWERS AND DUTIES. This board shall be governed in its actions in accordance with the requirements of Wyo. Stat. 39-6-412 and 16-1-101, et seq. (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 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 purpose 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 joint powers 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, provided that the regular meetings shall be held at least once each three (3) months; (c) cooperate with and solicit advice from the governing bodies of the parties hereto,

and (d) keep the governing bodies of the parties hereto advised as to its progress, actions and decisions.

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 the Uniform Municipal Fiscal procedures Act, 16-4-101 to 16-4-407 Wyoming Statutes (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 board and except upon approval of a sworn voucher in accordance with procedures governing counties, cities and towns.

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 Wyo. Stat. 16-1-107 (1977), as amended pursuant to the direction and requirements of Wyo. Stat. 39-6-412 (1977), 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 shall be the property of the Joint Tourism 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 on the Joint Tourism 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 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 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 Joint Tourism 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 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 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 Wyo. Stat. 39-6-412 (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.

15. DUPLICATE ORIGINALS. This Agreement shall be deemed fully executed and shall become effective upon the signature of a majority of the parties hereto upon duplicate originals.

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.

BOARD OF COUNTY COMMISSIONERS
OF CROOK COUNTY, WYOMING

By: John A. Moline
Chairman

TOWN OF SUNDANCE

By: James A. Mills
Mayor

TOWN OF HULETT

By: R. L. Ramsey
Mayor

TOWN OF MOORCROFT

By: Barbara A. Jeffrey
Mayor PRO-TEM

TOWN OF PINE HAVEN

By: Scott Hardley
Mayor

May 14, 1998

Crook County Clerk
P.O. Box
Sundance, Wyoming 82729

Crook County Commissioners

This is to advise you that the Crook County Promotion Board Members are in support of the 2% lodging tax to be placed on the ballot this year.

Sincerely,

Barb

Barb Jeffres, President
Crook County Promotion Board

R E S O L U T I O N

WHEREAS the County Lodging Tax was approved by the qualified electors of Crook County, Wyoming on April 26, 1989; and

WHEREAS, the election results have been certified by the Crook County Canvassing Board;

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Crook County, Wyoming does hereby:

a) approve of and impose, as of June 1, 1989, an excise tax upon every sale of lodging services within the County at the rate of two percent (2%) on the sales price paid for lodging services as defined under W.S. 39-6-402(a) (xi);

b) acknowledge that any amendments made to Article 4 or Article 5 of Chapter 6 of the Wyoming Statutes not in conflict with W.S. 39-6-412 or W.S. 39-6-518 shall automatically become a part of the sales tax ordinances of Crook County;

c) the Board of County Commissioners of Crook County agree to contract with the Wyoming Department of Revenue and Taxation prior to the effective date of Crook County's lodging tax ordinance whereby the Commission shall perform all functions incident to the administration of the lodging tax ordinance of Crook County.

The amount subject to the excise tax on lodging services shall not include the amount of any sales and use tax imposed by the State of Wyoming.

DATED this 5 day of May, 1989.

BOARD OF COUNTY COMMISSIONERS
OF CROOK COUNTY, WYOMING:

By John A. Maline Chairman

(SEAL)

ATTEST:

Lew Willey
County Clerk