

AMENDMENT TO JOINT POWERS AGREEMENT

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD

THIS AMENDMENT TO JOINT POWERS AGREEMENT is made and entered into to be effective the _____ day of _____, 2016, by and between SWEETWATER COUNTY, WYOMING, acting by and through its Board of County Commissioners and the following municipal corporations located within Sweetwater County, Wyoming, CITY OF GREEN RIVER, CITY OF ROCK SPRINGS, TOWN OF SUPERIOR, and TOWN OF WAMSUTTER.

W I T N E S S E T H:

WHEREAS, the Parties originally entered into the Joint Powers Agreement (hereinafter "Original Agreement") on the ___ day of _____, after a majority of the qualified electors of Sweetwater County, casting ballots at a special election originally approved a county lodging tax of two percent (2%) and then approved an increase in the county lodging tax to three percent (3%) on the ___ day of _____; and,

WHEREAS, the Parties now desire to amend certain paragraphs of said agreement; and

WHEREAS, all parties to the original Joint Powers Agreement Sweetwater County Joint Travel and Tourism Board agree to said amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

1. Paragraph 4 of the Original Agreement is hereby amended to read as follows:

"4. JOINT POWERS BOARD: There is hereby created, pursuant to Wyoming Statutes, a joint powers board to be known as the "Sweetwater County Joint Travel and Tourism Board." The board shall consist of 11 members who shall be qualified electors of Sweetwater County, Wyoming. The Board shall 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 agreement and pursuant to the applicable Wyoming Statutes."

2. Paragraph 5 of the Original Agreement is hereby amended to read as follows:

"5. APPOINTMENT AND TERMS OF OFFICE

All of the appointments to the Board shall be made by the Parties to this Agreement acting through their respective Governing Bodies and shall be for terms of three years as hereinafter provided with the right of reappointment, provided that no member shall serve more than three (3) consecutive terms. The composition of the Board shall be as follows:

<u>Party</u>	<u>Number of Board Members</u>
Sweetwater County	(1)
Green River	(2)
Rock Springs	(6)
Superior	(1)
Wamsutter	(1)

Vacancies for unexpired terms shall be filled by the governing body responsible for the appointment which has become vacant.

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.

Any member of the Board may be removed by the governing body of the party appointing the member.

The majority of the Board membership shall be comprised of representatives of the travel and tourism industry and the Parties shall take this requirement into consideration when making their respective appointments to the Board to insure that this requirement is met.

The makeup of the board may be changed only upon the agreement of all the Parties hereto, and after a finding that the percentage of the total number of lodging rooms in any given community which is a party hereto has substantially changed.”

IN WITNESS WHEREOF, the undersigned have executed this Amendment To 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
SWEETWATER COUNTY, WYOMING

ATTEST

By: _____ By: _____
Sweetwater County Clerk Chairman

CITY OF GREEN RIVER, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

CITY OF ROCK SPRINGS, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

TOWN OF SUPERIOR, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

TOWN OF WAMSUTTER, WYOMING

ATTEST

By: _____ By: _____
Clerk Mayor

APPROVED this _____ day of _____, 2016.

STATE OF WYOMING

Attorney General

This Amendment to Agreement is been approved because it is compatible with the laws and constitution of Wyoming, as required by W.S. 16-1-105 (a) (ii). In approving this Amendment to Agreement, the Attorney General does not approve nor disapprove of any specific plan for financing the project authorized by this Agreement.

In accordance with W.S. ' 16-1-105 (a) (ii), this Amendment to Joint Powers Agreement has been reviewed and the Attorney General has determined that the Amendment to Agreement is compatible with the laws and the constitution of the State of Wyoming. The approval of this Amendment to Agreement by the Attorney General is limited to the terms and conditions of the agreement itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this _____ day of _____, 2016

STATE OF WYOMING

Attorney General

OCT 11 1991

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SECRETARY OF STATE

JOINT POWERS AGREEMENT

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD

THIS JOINT POWERS AGREEMENT is made and entered into to be effective the _____ day of August, 1991, by and between SWEETWATER COUNTY, WYOMING, acting by and through its Board of County Commissioners and the following municipal corporations located within Sweetwater County, Wyoming, CITY OF GREEN RIVER, CITY OF ROCK SPRINGS, TOWN OF SUPERIOR, and TOWN OF WAMSUTTER, pursuant to the provisions of Wyoming Statutes Sections 39-6-412 and 16-1-104.

W I T N E S S E T H:

WHEREAS, the parties desire to promote local travel and tourism and by resolution requested an election on the proposition to impose an excise tax upon the sales price paid for lodging services; and

WHEREAS, said proposition was submitted at a special election and the proposition for the county lodging tax of two percent (2%) was approved by a majority of the qualified electors of Sweetwater County casting their ballots at said election; and

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

WHEREAS, Wyoming Statutes Section 39-6-412 requires the formation of a joint powers board by the County and a majority of the municipalities within the County to control the expenditure of the amounts collected from said tax; and

WHEREAS, Wyoming Statutes Sections 16-1-101, et seq. authorize cooperation between public entities and set forth the requirements to create and conduct said joint powers board.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS. In this agreement:

(a) "County" means the County of Sweetwater, State of Wyoming, acting by and through its Board of County Commissioners.

(b) "Board" means the Sweetwater County Joint Travel and Tourism Board established by this agreement.

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SECRETARY OF STATE

(c) "Municipality" means the following municipal corporations, located within Sweetwater County, Wyoming: City of Green River, City of Rock Springs, Town of Superior, and Town of Wamsutter.

(d) "Parties" means the entities adopting the resolution and approving this joint powers agreement consisting of Sweetwater County and the municipalities described in paragraph (c) above.

(e) "Governing Body" means the Board of County Commissioners of Sweetwater County and the Mayor and Council of the municipalities described in paragraph (c) above.

2. PURPOSE. The purpose of this joint powers agreement is to provide for the establishment of a joint powers board pursuant to Wyoming law to promote local travel and tourism within the County and Municipalities and to receive and spend the revenues from the excise tax on lodging services.

3. DURATION. This agreement and the Board created hereby shall continue until the proposition for the continuation of the county lodging tax is defeated by the qualified electors pursuant to the provisions of Wyoming Statutes, Section 39-6-412(e), or until terminated as hereinafter provided.

4. JOINT POWERS BOARD. There is hereby created, pursuant to Wyoming Statutes Section 39-6-412, a joint powers board to be known as the "Sweetwater County Joint Travel and Tourism Board." The board shall consist of 11 members, ten (10) of whom shall be qualified electors of Sweetwater County, Wyoming, and one (1) of whom shall be a member of the Wyoming Travel Commission appointed to represent the district in which Sweetwater County is located. The board shall 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 agreement and pursuant to the applicable Wyoming Statutes.

5. APPOINTMENT AND TERMS OF OFFICE.

Ten (10) of the appointments to the Board shall be made by the parties to this Agreement acting through their respective Governing Bodies. The initial appointments by the Governing Bodies shall be for staggered terms of one, two and three years as hereinafter provided with the right of reappointment, provided that no member shall serve more than two (2) consecutive terms. The composition of the Board shall be as follows:

Party	Number of Board Members	No. of Appointments for Initial Term
Sweetwater County	(1)	One for Two Year Term
Green River	(2)	One for One Year Term One for Three Year Term
Rock Springs	(5)	One for One Year Term Two for Two Year Term Two for Three Year Term
Superior	(1)	One for Two Year Term
Wamsutter	(1)	One for Three Year Term

All appointments after the initial term shall be for three (3) years.

The 11th member shall be a member of the Wyoming Travel Commission appointed to represent the district in which Sweetwater County is located.

Vacancies for unexpired terms shall be filled by the governing body responsible for the appointment which has become vacant.

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.

Any member of the board may be removed by the governing body of the party appointing the member.

The majority of the Board membership shall be comprised of representatives of the travel and tourism industry and the Parties shall take this requirement into consideration when making their respective appointments to the Board to insure that this requirement is met.

It is agreed that in the event the member of the travel commission does not reside in Rock Springs, Sweetwater County agrees to appoint as its member a resident from within the jurisdictional limits of Rock Springs.

The make-up of the board may be changed only upon the agreement of all the parties hereto, and after a finding that the percentage of the total number of lodging rooms in any given community which is a party hereto has substantially changed.

6. ORGANIZATION OF THE BOARD. Promptly following the initial appointment of its members, the Board shall meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary of the Board shall notify the parties of the Board's organization and shall file a certificate with the County Clerk of Sweetwater County, Wyoming and the Secretary of State of

Wyoming showing its organization as set forth and required by Wyoming law.

Upon filing of the certificate of organization, the Board shall become a body corporate and politic, and a public corporation.

7. POWERS AND DUTIES. Subject to the provisions hereof, the Board shall have such powers and duties as are enumerated in or reasonably implied from the Wyoming Joint Powers Act, Wyoming Statutes Section 16-1-102 et seq., Wyoming Statutes Section 39-6-412, and any and all other applicable statutes of the State of Wyoming.

Within the limits of its authorized and available funds, the Board may employ technical, legal, administrative and clerical assistance and engage the services of research and consulting agencies. In the performance of its duties the Board may utilize the services of any officer or employee of a Party with the approval of that Party's governing body.

The revenues collected and distributed shall be used to promote local travel and tourism. Expenditures for travel and tourism promotion shall be limited to promotional materials, television and radio advertising, printed advertising, promotion of tours and other tourism related objectives. None of the funds shall be spent for capitol construction or improvements.

8. BOARD PROCEDURES. The Board shall adopt such policies, by-laws, and regulations, not inconsistent with this Agreement, the Wyoming Joint Powers Act, Wyoming Statutes Sections 16-1-102, et seq., Section 39-6-412, and any and all other applicable statutes, as it deems necessary or proper to carry out the business of the board.

The Board shall: (a) Keep minutes of meetings at which official action is taken, as well as financial records; (b) Fix the time and place of regular meetings, provided, that a regular meeting shall be held at least once each three (3) months; (c) Cooperate with and solicit advise from the governing bodies of the Parties hereto; (d) Report annually to the Parties as to its progress, actions, decisions and plans.

9. FISCAL PROCEDURES. The financial operations, accounting system and budget process shall be carried out by the Board in accordance with the requirements of this Agreement, and of the Uniform Municipal Fiscal Procedures Act, Wyoming Statutes Sections 16-4-101 through 16-4-124. No payment for services rendered or material or property purchased shall be made except in strict accordance with a budget and operating plan approved by the Board and except on approval of a sworn voucher in accordance with the procedures governing counties, cities and towns.

The fiscal year of the Board shall be July 1 each year to June 30 the following year.

On or before the 15th day of May of each year, the Board shall submit its budget, program, and operating plan to each of the Parties to this agreement. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to general target areas, equipment acquisition and personnel hiring. In addition the board shall provide the Parties to this agreement a report detailing its activities and expenditures within twenty (20) days after the end of each quarter. Failure to submit said information or reports shall cause funds to be held and retained until such time as sufficiently detailed information or reports are submitted.

10. TERMINATION AND DISSOLUTION. This agreement may be terminated by the parties to the agreement and shall terminate if the proposition to continue said tax is defeated. No Party may adopt a resolution to terminate this agreement or its obligations hereunder if the effect of the adoption of such resolution would violate the provisions of Wyoming Statutes Section 39-6-412, or cause or constitute a breach of any contract.

Upon termination, any funds remaining shall be distributed to the County in the proportion that the amount collected outside the corporate limits of its cities and towns bears to the total amount of funds collected in the county, and to each Municipality within the county in proportion that the amount collected within the corporate limits of each Municipality bears to the total amount collected.

11. CONTRACTING. All contracts or agreements entered into by the Board for property, materials or services shall contain a provision acknowledged by the parties thereto that no obligation of the Board shall continue beyond its existence or become the obligation of any of the Parties hereto.

12. SEVERABILITY. All provisions of this Agreement are distinct and severable and if any provision or clause shall be held invalid, illegal, unenforceable or against public policy, the validity or legality of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

13. DUPLICATE ORIGINALS. This agreement shall be deemed fully executed and shall become effective upon the signature of the parties hereto.

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
SWEETWATER COUNTY, WYOMING

ATTEST

By: *Robert Brown*
Sweetwater County Clerk

By: *Fred Redmond*
Chairman

CITY OF GREEN RIVER, WYOMING

ATTEST

By: *Norman C. Stork*
Clerk

By: *George C. Egan*
Mayor

CITY OF ROCK SPRINGS, WYOMING

ATTEST

By: *Paul S. Chubb*
Clerk

By: *Paul S. Chubb*
Mayor

TOWN OF SUPERIOR, WYOMING

ATTEST

By: *Phyllis Manning*
Clerk

By: *Dan Miller*
Mayor

TOWN OF WAMSUTTER, WYOMING

ATTEST

By: *Ann Palmer*
Clerk

By: *Bob L. Patterson*
Mayor

APPROVED this _____ day of _____, 1991.

STATE OF WYOMING

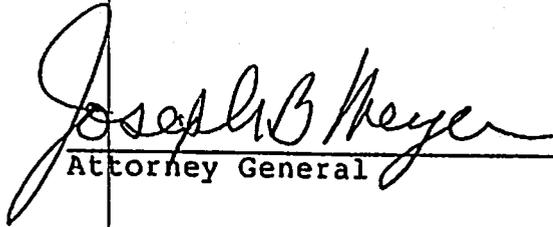
Attorney General

This Agreement has been approved because it is compatible with the laws and constitution of Wyoming, as required by W.S. 16-1-105(a)(ii). In approving this Agreement, the Attorney General does not approve nor disapprove of any specific plan for financing the project authorized by this Agreement.

In accordance with W.S. § 16-1-105(a)(ii), this joint powers agreement has been reviewed and the Attorney General has determined that the agreement is compatible with the laws and the 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 individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this 11th day of October, 1991.

STATE OF WYOMING



Attorney General

AGREEMENT

TWO PERCENT (2%) COUNTY LODGING TAX

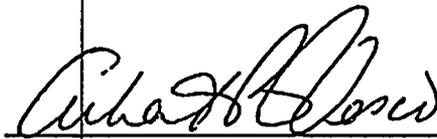
The County of Sweetwater hereby contracts with the Wyoming Department of Revenue pursuant to and in compliance with Section 39-6-412, W.S. 1977, as amended, whereby the Department shall perform all functions incident to the administration of the two percent (2%) Lodging Tax Resolution of Sweetwater County, Wyoming as approved by the qualified electors at the June 25, 1991 special election.

This agreement shall remain in effect until one (1) year after the tax expires.

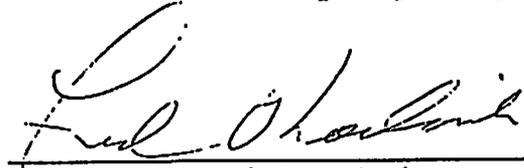
DATED this 11th day of July, 1991.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Sweetwater County, Wyoming



Albert B. Vesco, County Clerk



Fred Radosevich, Chairman

Approved and Accepted this 16th day of July, 1991.

WYOMING DEPARTMENT OF REVENUE



Earl W. Kabeiseman, Director