

**DOUGLAS RECREATION CENTER
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into on the effective date as hereinafter set forth, by and among CONVERSE COUNTY SCHOOL DISTRICT NUMBER ONE, STATE OF WYOMING (“School District”), CONVERSE COUNTY RECREATION DISTRICT #1 (“Rec District”), CONVERSE COUNTY (“County”), and the CITY OF DOUGLAS, WYOMING (“City”), hereinafter collectively referred to as “Members”, pursuant to the provisions of W.S. §16-1-101 – 16-1-110, for the establishment and governance of a joint powers board, all as more fully set forth herein.

CREATION OF JOINT POWERS BOARD

Subject to the provisions herein, the parties agree to the establishment of the Douglas Recreation Center Joint Powers Board (“JPB”) for the purposes hereinafter set forth and subject to the terms, conditions and limitations delineated herein.

EFFECTIVE DATE

The effective date of this agreement shall be the last day upon which each governing body of the Members has approved the agreement, the Wyoming Attorney General has determined that this agreement is compatible with the laws and Constitution of the State of Wyoming. Upon the effective date the JPB shall operate as a separate legal entity.

PURPOSE

The purpose of the JPB will be to maintain and operate a recreational facility to be constructed in Douglas, Wyoming known generally as the Douglas Recreation Center (“Rec Center”) and to provide recreation programs for the use and benefit of all citizens residing within Converse County, Wyoming.

NATURE AND CONSTRUCTION OF THE FACILITY

The Rec Center will be located on land owned by Converse County. The financing for the design and construction of the Rec Center will be provided through revenue generated by the optional sixth penny sales tax as approved by the voters at the November 5, 2019 special election. Title to the land and facility will remain with Converse County or a joint powers board formed and used to finance the construction of the Rec Center, which facility will be constructed and used to benefit and provide recreational opportunities and use for all Converse County citizens. Upon payment and satisfaction of all bond indebtedness, the Rec Center facility will be transferred to this JPB.

ORGANIZATION AND COMPOSITION/NATURE OF THE JPB

The JPB shall be made up of seven (7) persons, all of whom must be qualified electors of Converse County. The board members may be officers or representatives, including elected representatives of the governing body of the Members but is not required to be and may be any elector

residing within Converse County appointed by the Members. The initial makeup of the JPB shall consist of four (4) persons appointed collectively by the School District and Rec District, two (2) persons appointed by the City, and one (1) person appointed by the County. The terms of the initial JPB board members shall be staggered. The initial appointees shall have terms of one, two and three years, respectively. Thereafter, all board members shall be appointed to three-year terms.

VACANCIES ON JPB

Each Member (School District and Rec District collectively) reserves the right to recall its appointees at any time, thereby creating a vacancy. A vacancy also occurs when a board member resigns, dies or becomes a non-resident of Converse County. All vacancies shall be filled by appointment by the governing body of the Member, whose Membership position on the JPB has been vacated. Appointments shall be for the remaining portion of the vacated term.

DURATION OF JPB

The duration of the JPB shall be perpetual unless terminated as herein provided.

POWERS OF JPB

Any power, privilege or authority exercised or capable of being exercised by any Member may be exercised and enjoyed jointly with any other Member having a similar power, privilege or authority. Consistent therewith, that authority and power includes, but is not limited to, the power to operate, maintain and finance the operation and maintenance of the Douglas Recreation Center and such other recreational activities available to residents of Converse County as the JPB may approve and authorize based upon the following guidelines:

1. The Douglas Recreation Center and JPB recreation activities must be operated for the benefit of all Converse County citizens. This does not limit the power of the JPB to close the facility from time to time for maintenance or otherwise as may be necessary.
2. The JPB may hire such employees as it deems necessary, proper and prudent to operate and maintain the Rec Center and/or such other recreational facilities and programs as are approved by the JPB.
3. The JPB may adopt rules and regulations for use of the facility and/or its programs and enforce said rules appropriately, including revocation of use privileges for serious or repeated violations.
4. The JPB may set and collect fees for use of the facility and shall use said fees to meet the operation expenses incurred.
5. The JPB shall make decisions about maintenance and operation expenditures provided that major expenditures not otherwise set forth in the approved budget (in excess of \$20,000.00) shall also be approved by the Members' governing bodies.

6. The JPB shall provide for an annual budget based upon anticipated revenues and expenditures. The budget shall be prepared and approved no later than May 1 of each year for the succeeding fiscal year (July 1 to June 30). A copy thereof shall promptly be delivered to the Member entities.
7. The JPB may adopt bylaws pertaining to the operation and of the JPB so long as they are consistent with the provisions set forth herein which provisions shall be controlling.
8. The JPB may provide for the purchase of insurance as required both for the operation of the facility and its programs, including property and liability insurance and may employ professional accounting, engineering and legal services as required.
9. JPB Members shall serve without compensation but the JPB may provide for the payment of travel expenses and per diem the same as provided for the State of Wyoming employees.
10. The JPB may take such other action as is reasonably implied to fulfill its purpose and as permitted by law.

ORGANIZATION OF JPB AND MEETINGS

The JPB shall meet and organize as soon as reasonably possible after the seven (7) initial JPB board members have been appointed. At the organizational meeting the JPB shall appoint from its board a chairman, a vice chairman, a secretary and a treasurer. Upon completion of the organizational meeting the secretary shall so notify the governing body of each member and shall file a certificate of organization with the Converse County Clerk and the Secretary of State for the State of Wyoming.

The JPB shall be required to meet at least once every three (3) months and initially shall meet once every month and within five (5) days of a request by a majority of the JPB. Meetings will be held at such time and place as the JPB determines. Meetings will be conducted publicly. Notice of regular meetings will be published at least once annually.

A quorum for purposes of the JPB meetings shall consist of not less than four (4) members, at least one (1) of whom shall be a representative from each appointing member or members. A quorum must be present in person or by phone to conduct any business except adjournment. Approval of any item of business requires a majority of the appointed board members.

FISCAL MANAGEMENT, ESTABLISHMENT AND MAINTENANCE OF A BUDGET

The JPB shall appoint a Rec Center director who shall act as fiscal manager and be employed subject to terms and conditions as are determined by the JPB. The fiscal manager personally or through JPB staff supervised by the fiscal manager shall receive all monies and make all expenditures on behalf of the JPB. He/she shall report said receipts and expenditures at all regular JPB meetings. He/she shall prepare a proposed annual budget for the JPB's consideration and approval. He/she shall have

authority to establish such accounts as are necessary to conduct the business as the JPB deems appropriate. The JPB shall have full authority to manage, invest and reinvest any surplus or reserve funds. No bond shall be required of the fiscal manager, except as is required by the Members provided that any such bond shall provide coverage for management of JPB funds.

FINANCING OF PROJECT AND METHODS OF OPERATION

The initial design and construction of the Rec Center shall be financed through funding raised by the optional six-cent (\$.06) sales tax approved by the voters, which sum shall be utilized to repay bond principal and interest from the sale of bonds to finance the design and construction of the Rec Center and to provide some additional funding for operation and maintenance. In the resolution approving the proposition for imposition of a one percent (1%) specific purpose sales and use excise tax, it was estimated that approximately Ten Million Dollars (\$10,000,000.00) would be utilized to establish an account for the operation and maintenance of the facilities to be constructed utilizing the one percent (1%) specific purpose sales and use excise tax. It is anticipated that the portion of that fund allocated for operation and maintenance of the Rec Center when funded may be utilized by the JPB to fund operation and maintenance expenses. It is anticipated that at a minimum the interest from this account will be utilized annually for operation and maintenance expenses with the JPB authorized to determine whether to use the corpus of that account for operation and maintenance expenditures. The JPB shall operate the Rec Center in such a fashion as to provide a variety of recreational activities for all citizens residing within Converse County and shall charge appropriate fees to help offset the operation and maintenance costs of the Rec Center and recreational programs provided by the JPB to residents of Converse County. The operation and maintenance of the Rec Center shall be funded from five (5) sources. These include fees received from users, interest and, if determined by the JPB, principal from the O&M reserve fund after it is funded, contributions by the Rec District, and contributions from the City and County. After application of the user fees and expenditure of such amounts of interest and corpus as the JPB determines appropriate from the operation and maintenance reserve fund when it becomes available, Members agree to pay the remaining operation and maintenance expenses as set forth herein. In that regard, the School District agrees that so long as allowed by law and so long as it is a Member of the JPB, the School District will require the District to budget for operation and maintenance expenses of the JPB four-sevenths (4/7) of the remaining operation and maintenance expenses for the Rec Center, not to exceed the lesser of Six Hundred Fifty-Six Thousand Four Hundred Dollars (\$656,400.00), or seventy percent (70%) of the recreation mil levied by the School District. The School District/Rec District is not making any commitment to pay more than \$656,400.00 even if due to cost increases that does not cover four-sevenths (4/7) of the remaining expenses. City agrees to pay two-sevenths (2/7) of the remaining amount necessary to pay the operation and maintenance expenses and County agrees to pay one-seventh (1/7) of the remaining amount necessary to pay operation and maintenance expenses. Each of the Members agrees to make this respective financial commitment until such time as all bond principal and interest is fully paid and without regard to whether the Member elects to terminate its participation in this JPB. After the first two (2) years of fiscal operation and every three (3) years thereafter the Members will revisit the monetary commitment in light of the operations budget but no Member will be allowed to contribute any amount less than set forth herein until all bond payments are fully paid. Should the proportionate contributions change in the future, for example, should the County contribute two/sevenths (2/7) or more of the maintenance and operation expenses,

the Members agree to revisit this agreement and consider amending it to adjust the number of Members appointed to the JPB by the County. The same would be true for a change in the contribution level by any other Member.

OPERATION AND EMPLOYMENT OF STAFF

The JPB shall have authority and shall be responsible for employing such staff as the JPB determines is necessary and appropriate and determining their salary and benefits and terms and conditions of employment. The Rec District will be initially contributing the largest portion of the operation and maintenance budget of the JPB and expending a significant portion of its authorized mill levy for JPB facilities and programs. Accordingly, it is understood that the JPB will initially employ all employees who are employed by the Rec District as of the effective date. These staff will be responsible for operation of the Rec Center, Rec Center activities and other Converse County and Rec District recreational programs or activities approved by the JPB, which may include recreational activities and lifeguarding at the Recreation District facilities or facilities leased/used by the Recreation District. In consideration of the services to be provided by the JPB employees to the Recreation District, the School District agrees to provide bookkeeping, payroll and accounting services through the School District business office. These services will not include Rec Center Member management, daily transactions, etc. It is anticipated those services will be provided by the "guest service coordinator" or similar position to be employed by the JPB, it being the intent that the School District would be providing reconciliation and overall accounting functions for the JPB. In addition, the School District under the School District's technology director supervision, would provide IT services to the JPB. This is not intended to be a full-time job but rather, IT service and oversight for traditional types of computer programming, server, and computer hardware and software technology issues. School District may provide this service through employees directly employed by School District or through other staff contracted by the School District or the Rec District.

TERMINATION AND DISSOLUTION

This agreement may be terminated by mutual consent of the Members. In addition, any Member may elect to terminate its participation in the JPB subject to the obligation to continue paying its financial commitment until such as all bond payments have been fully paid. In the event of the termination of the JPB, the Rec Center facilities and the operation and maintenance thereof will revert back to the County and any funds under the control of the JPB will be assigned to the County and the County will assume any outstanding obligations other than bond repayment. In the event that any Member should desire to withdraw, it must give notice at least six (6) months prior to the beginning of the next fiscal year. The notice shall be given to the JPB and the other members. In said event, the positions on the JPB appointed by the withdrawing Member shall be declared open as of the effective date of withdrawal and the remaining Members shall appoint replacement board members to the JPB.

ACQUISITION AND DISPOSITION OF PROPERTY

All property necessary for the construction, operation and maintenance of the Rec Center and/or for recreational programs approved by the JPB shall initially be owned by a separate joint powers

board organized to finance construction of the Rec Center and/or the County, which property shall be transferred to this JPB upon full payment and satisfaction of all bond indebtedness. ~~the JPB.~~ Upon withdrawal by any Member of the JPB from the JPB, all property and assets owned by the JPB shall remain the property of the JPB. In the event of termination of the JPB, the property and assets shall be distributed to the County for operation and maintenance of the Rec Center. Prior to distribution of any property to the County or any other Member, all debts and obligations of the JPB shall be fully satisfied or otherwise assumed by the Members receiving the property. The County or other Member receiving the property shall, in their sole discretion, determine whether or not to keep the Rec Center open and operate and maintain it, or close it. In the event of a decision to close the Rec Center, all operation debts will be paid by liquidation of the assets consisting of the land, Rec Center, and other Rec Center and JPB assets, the proceeds from which will be utilized to pay the debt. In the event there are not sufficient assets to pay all remaining indebtedness, the remaining debts shall be paid by the remaining Members based upon the percentages of operation and maintenance expenses paid by each Member at the time of liquidation. All property remaining after payment of all indebtedness shall revert to the County.

GOVERNMENTAL IMMUNITY

Each of the Members to this agreement are governmental entities and each does expressly reserve its right to assert the defense of governmental immunity to any obligations, claims or liabilities arising under this agreement.

MISCELLANEOUS

1. JPB Members and board members shall not be personally liable for any acts performed in the performance of this agreement.
2. It is anticipated that the benefits of the operation of this facility will be equally shared by the constituents of each of the Members.
3. A copy of this agreement will be filed with the records keeper of each of its Members promptly upon approval by the Attorney General.

Dated this _____ day of _____, 20____.

CONVERSE COUNTY SCHOOL DISTRICT
NUMBER ONE, STATE OF WYOMING

By: _____
Chairman, Board of Trustees

Attest: _____
Clerk, Board of Trustees

Dated this _____ day of _____, 20____.

CONVERSE COUNTY

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk, Board of Commissioners

Dated this _____ day of _____, 20____.

CITY OF DOUGLAS

By: _____
Mayor

Attest: _____
Douglas City Clerk

Dated this _____ day of _____, 20____.

CONVERSE COUNTY RECREATION
DISTRICT #1

By: _____
Chairman, Board of Trustees

Attest: _____
Clerk, Board of Trustees