

CITY CONTRACT NO. _____

CITY OF CHEYENNE, WYOMING

LARAMIE COUNTY, STATE OF WYOMING

JOINT POWERS AGREEMENT

AMENDMENT AND RESTATEMENT

AMENDMENT and RESTATEMENT dated the ____ day of _____ 2021 between City of Cheyenne, Wyoming, a municipal corporation (hereinafter referred to as "Cheyenne"), and Laramie County, Wyoming, a body corporate and politic (hereinafter referred to as "Laramie County" or "County"), each of which constitutes an "agency" as defined by W.S. §16-1-103 and both of which are sometimes referred to as "participating agencies."

RECITALS

1. Cheyenne and Laramie County created the City of Cheyenne, Laramie County, Wyoming Industrial and Economic Development Joint Powers Board by Agreement filed with the Wyoming Secretary of State on the 12th day of March, 1987 ("1987 JPB Agreement"); and

2. The Joint Powers Board ("JPB") created by such 1987 JPB Agreement ("JPB") has been in existence since such date of formation; has adopted By-Laws, elected officers and has conducted its affairs pursuant to the authority granted by the 1987 JPB Agreement; and

3. The 1987 JPB Agreement was modified by Amendment dated May 23, 1994, (1994 JPB Amended Agreement) to provide for greater flexibility for the JPB to fulfill its stated purpose by restating the purpose of the JPB; removing the references in the 1987 Agreement to specific actions and projects available to the JPB and permitting the JPB to promote, finance and participate in a wider range of economic development opportunities.

4. In 1994 a new economic funding stream has been created specifically for business and economic development projects or programs has been created pursuant to Article 16, § 13 of the Wyoming Constitution and W.S. §39-15-204(a)(vi).

5. New opportunities exist for funding for the Cheyenne, Laramie County Joint Powers Board for Economic Development which should be included in an agreement with the City of Cheyenne and Laramie County. Out of date references should be replaced by the current terminology.

IT IS HEREBY RESOLVED THAT: The previous JPB Agreement is amended and restated in its entirety as follows.

**SECTION ONE
PURPOSE**

The purpose of the Cheyenne-Laramie County Joint Powers Board for Economic Development ("JPB") shall be to promote, finance and/ or participate in any and all projects within the boundaries of Laramie County, Wyoming which, in the opinion of the JPB, may promote, develop, enhance, diversify and otherwise benefit the economy of the City of Cheyenne and Laramie County.

**SECTION TWO
DURATION OF THE AGREEMENT**

This Agreement and the JPB shall be of perpetual duration; however, this Agreement and the JPB may be dissolved and terminated by action of either the Governing Body of Cheyenne or the Board of County Commissioners of Laramie County; provided, that this Agreement and the JPB shall not be dissolved or terminated so long as outstanding financial obligations of the JPB exist without other provision for their payment or other satisfaction having been made. However, if the funds to be expended come from the proceeds of a 7th penny tax, the JPB cannot be dissolved until all of those funds are expended as specified in the ballot.

**SECTION THREE
ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD**

The Cheyenne - Laramie County Economic Development Joint Powers Board (hereinafter referred to as "JPB").

1. The JPB consists of seven (7) members, all of whom shall be qualified electors of Laramie County.
2. The Mayor of the City of Cheyenne, with the advice and consent of the Governing Body of Cheyenne, shall appoint three (3) members to the JPB, the Governing Body of Laramie County shall appoint three (3) members and Cheyenne and Laramie County shall jointly nominate a seventh (7th) member to be approved by both governing bodies.
3. Appointments shall be for three (3) year staggered terms. Vacancies for unexpired terms shall be filled by appointment by the governing bodies of the participating agencies. Members of the Board may be removed for cause by the governing bodies of the participating agencies.

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 term, 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 shall be made by the governing body which made the appointment of the retiring member.

4. At the organizational meeting, the Board shall also elect from its membership a Chairperson, Vice-chairperson, Secretary/Treasurer. The Secretary of the JPB shall notify the participating agencies of the JPB's organization and shall file a certificate showing its organization with the County Clerk of Laramie County and the Secretary of State of Wyoming. Said policies, by-laws, and regulations shall provide, to the extent reasonably consistent with sound business practices, for a prompt and definite response to requests addressed to the JPB for financial assistance for economic development activities.

5. The JPB shall meet at the call of the Chairperson, upon oral or written request of a majority of the JPB members, within five (5) days after the request is given by any participating agency or in any event not less than once every three (3) months.

SECTION FOUR POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The JPB may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research, promotional and consulting agencies within the limits of its authorized and available funds, as may be agreed from time to time.

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

3. The JPB shall:

a. Keep minutes of all meetings during which official action is taken as well as financial records. Such minutes and records shall be public records.

b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once every three (3) months.

c. Cooperate with and solicit the advice, counsel, and recommendations of Cheyenne and Laramie County. Keep the governing bodies of the participating agencies advised as to its progress and supply the elected officials thereof with annual written reports concerning its activities and finances.

4. The JPB may:

a. Fund and implement business and economic development projects or programs as authorized by Article 16, §13 of the Wyoming Constitution, using funds generated by an excise tax authorized by W.S. §39-15-204(a)(vi).

b. Sue and be sued in the same manner in the name in which the JPB is designated.

c. 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, person, or corporations.

d. 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 JPB or participating agencies.

e. Employ legal counsel and bear the cost of litigation.

f. Accept or reject any federal, state, or private gifts, grant, bequest or devise, money, property or services.

g. Utilize the services of any officer or employee of the participating agencies, with the approval of the governing bodies of the said agencies.

- h. Insure against loss of property.
 - i. Subject to the approval of the governing bodies of the participating agencies, employ such other persons as may be necessary to carry out the purposes of this Agreement..
 - j. Apply for, with the approval of Laramie County, and upon receipt, administer, control and account for Community Development Block Grant (CDBG) funds.
 - k. Lend funds available by law for such purposes to projects which it determines may promote, enhance, diversify and otherwise benefit the economy of the City of Cheyenne and/ or Laramie County; accept the grant of secured interests in real and personal property as collateral for such loans; exercise its remedies as a creditor, including the repossession and sale of collateral and perform all acts of a lender in any such transaction.
 - l. Additionally, the JPB shall have all other powers and duties enumerated in or reasonably implied from the Wyoming Joint Powers Act, W.S. § 16-1-102, *et seq.* and the statutes of the State of Wyoming.
5. The City and the County may make their resources and staff available to assist the JPB in the performance of its powers and duties.

SECTION FIVE FINANCING OF BUSINESS AND ECONOMIC DEVELOPMENT PROJECTS

The JPB may formulate any plan or plans for the financing of business and economic development projects as it may deem appropriate. The Board may solicit and obtain funds from any of the following sources:

- a. The contribution of funds from one (1) or more of the participating agencies which would be available to each agency of proceeding individually including, but not necessarily limited to, designated proceeds of the one percent (1%) sales tax.
- b. Gifts, donations, or grants of federal money.
- c. Loans and/ or grants from the State Loan and Investment Board or another state or federal agency.
- d. The issuance by the Board of its revenue bonds under the Authority of W.S. §16-1-107(a) (iii). The 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 JPB 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 to be funded by the proceeds of the bonds will be pledged, if necessary, as additional security for the payment of the bonds.
- e. Funds generated by an excise tax authorized by W.S. §39-15-204(a)(vi).

Should the Board be successful in obtaining a loan or loans from the State Loan and Investment Board or another state or federal agency for a business or economic development project or projects, the JPB is authorized and empowered to take all necessary action to arrange for and secure the disbursement of the loan funds, upon receipt, and the funds shall be deposited

in a separate bank account to the credit of the JPB only for payments upon the loan or loans, and for the payment of vouchers duly audited and approved for payment by the JPB for expenses incurred in connection with the project or projects for which the loan or loans were granted.

The JPB shall also provide and set up a separate budget and account for all funds and pledged revenues in full compliance with the Wyoming Municipal Fiscal Procedures Act, and shall provide such audit thereof as may be required or requested by the State Loan and Investment Board, the State Treasurer, the Department of Audit, City of Cheyenne, and Laramie County, to assure that all loan funds are used solely for the purpose for which the loan or loans were applied for and granted, and that all pledged revenues have been directed toward the payment of such loan or loans.

The JPB shall also be authorized to create privately funded loan accounts which it will administer under guidelines adopted by the JPB and will be administered by a JPB Sub-Committee created for this purpose.

SECTION SIX OWNERSHIP OF PROJECTS

The JPB may acquire part or complete ownership of any business or economic development project or projects including a partial or complete ownership of real or personal property, tangible or intangible assets, and contract rights.

Upon dissolution of the JPB as provided for herein, the percent of ownership of each participating agency in any joint powers project or projects undertaken by the Board shall be the same as the pro rata contributions for the financing of the projects by the participating agencies.

SECTION SEVEN OPERATION AND MAINTENANCE

If any of the projects undertaken by the JPB require operation and maintenance by the Board or the participating agencies, the JPB shall be solely responsible for the complete and full operation and maintenance of the project or projects, including but not limited to, the payment of all, if any, required taxes, payments in lieu of taxes, assessments, insurance premiums and utilities. The Board shall be responsible for establishing and maintaining a budget for the project or projects during the term of the project or projects.

SECTION EIGHT TERMINATION, DISSOLUTION AND DISTRIBUTION

The JPB shall continue in existence until terminated by mutual agreement as provided above; however, the JPB and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the JPB, including any loans from the State Loan and Investment Boards, have been fully paid and satisfied or until other provision for their payment or other satisfaction have been made.

Further, upon termination and dissolution, and after satisfaction of or provision for all debts and obligations, the Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned by the 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 participation is not capable of determination, then the participating agencies shall divide such amounts equally.

**SECTION NINE
GEOGRAPHICAL AREA RESTRICTION**

The geographical area within which the JPB is authorized by this Agreement to perform those acts enumerated herein is limited to Laramie County, Wyoming.

**SECTION TEN
SEVERABILITY**

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

This Amendment and Restatement Agreement made and duly executed this ____ day of _____ 2021, in accordance with the authorization by majority vote of the duly elected members of the City Council of Cheyenne, at its regular meeting held in the City Council Chambers in Cheyenne, Wyoming on the ____ day of _____ 2021, and by resolution majority vote of the duly elected members of the Board of County Commissioners of Laramie County taken at its meeting held in the Laramie County Courthouse in Cheyenne, Wyoming on the ____ day of _____ 2021.

(Seal)

ATTESTED: CITY OF CHEYENNE, WYOMING

By:

Kris Jones, City Clerk

this ____ day of _____ 2021.

(Seal)

By:

Patrick Collins, Mayor

this ____ day of _____ 2021.

LARAMIE COUNTY, STATE OF WYOMING

By:

Debra Lee, County Clerk

this ____ day of _____ 2021.

By:

Gunnar Malm, Chairman

this ____ day of _____ 2021.

STATE OF WYOMING

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.

By:

Bridget Hill, Attorney General

Approved this ____ day of _____ 2021.

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

