

CITY COUNCIL STUDY SESSION

**Douglas City Hall
101 N. 4th Street, Douglas, Wyoming
January 23, 2017
4:45 p.m.**

Reasonable accommodations for persons with disabilities who wish to participate in this public meeting shall be made upon request to the City Administrator, City of Douglas, at 307-358-3462.

Please turn off cell phones or set to vibrate during meetings.

1. Call To Order, Roll Call

**Mayor Bruce Jones
Councilman Leroy Kingery, Mayor pro tem
Councilman John Bartling
Councilwoman Rene Kemper
Councilman Monty Gilbreath**

2. Discussion Items

- 2.I. Converse County Joint Justice Center - Joint Powers Agreement
Overview and Discussion

Documents:

[CCJJC JOINT POWERS FINAL 01.17.2016.PDF](#)

3. Adjourn

CONVERSE COUNTY JUSTICE CENTER
JOINT POWERS BOARD AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Douglas, Wyoming (hereinafter referred to as “City”), and Converse County, Wyoming (hereinafter referred to as “County”).

WITNESSETH THAT:

WHEREAS the City and County are now building a new Joint Justice Center (hereinafter referred to as “Justice Center”); and

WHEREAS the City and County desire to own, maintain and operate the Justice Center as a joint powers board; and

WHEREAS the City and County desire to create a joint powers agreement to govern the ownership, maintenance and operation of the Justice Center:

IT IS THEREFORE AGREED as follows:

I. STATEMENT OF FORMATION

The City and County agree that a Joint Powers Board be formed pursuant to the powers granted to the parties by the Joint Powers Act (W.S. § 16-1-102 through 16-1-109). The Joint Powers Board shall be called the “Converse County Justice Center Joint Powers Board” (hereinafter referred to as “Board”).

There is hereby created a Converse County Justice Center Joint Powers Board which shall exist for a term of forty (40) years from the date of this agreement unless sooner terminated as herein provided.

II. STATEMENT OF PURPOSE

The purpose of the Board shall be to manage, maintain, acquire any needed or useful real or personal property for, repair, or replace, if needed, the Justice Center once construction is completed. This Board is also created to engage in any other legal activity which furthers the interests of the Board, including,

but not limited to, to participate, join and cooperate with other governments or political subdivisions, departments or agencies thereof for which funds may be granted or made available in whole or in part, whether or not on a matching basis, by the United States of America or the State of Wyoming, or any subdivision, department or any agency of either, for the maintenance and operation of the Justice Center.

III. ORGANIZATION

The Board shall consist of the three representatives of the City who shall be appointed by the Mayor of the City, subject to approval by the City Council; three representatives of the Board of County Commissioners as appointed by the Chairman, subject to approval by said Board of County Commissioners, and a member at large, being a resident and qualified elector of the County, appointed by a majority vote of the above-named six Justice Center Joint Powers Board members.

A. Board Requirements.

1. The members of the Board shall initially serve staggered terms: three (3) members shall serve for three (3) years (two County Commissioners and one City representative); three (3) members shall serve for two (2) years (two City representatives and one County Commissioner); and the one (1) remaining at large member shall serve for one (1) year. At the end of the staggered terms, all members shall serve terms of three (3) years;
2. Any vacancies in appointed positions on the Board shall be filled by the governing body which appointed the vacating member;
3. The Board shall promptly meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer;
4. Members of the Board shall receive no compensation, but shall be reimbursed for authorized travel/per diem; and

5. The Board shall meet monthly on date(s) as set forth in the Bylaws; upon written notification of the Chairman; or by written request of the majority of the Board members.
6. Special meetings shall be called as allowed per State Statute.

IV. POWERS

The Board shall have the power to sue and be sued; to have a corporate seal which may be altered at the pleasure of the Board, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced; to purchase, take, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and with, real or personal property, or any interests therein wherever situated; to sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets; to receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for public, charitable or other purposes; and to do all things necessary to carry out their intended purpose; to make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property and income; employ technical, legal, administrative and clerical assistance and engage the services of research and consulting agencies; to utilize the services of any officer or employee of the City or County upon approval of the governing body of said City or County; to plan, design, prepare for, construct, maintain and repair or replace any lawful improvement, development, project or other activity of any kind whatsoever, or to participate, join or cooperate with other governments, political subdivisions, departments or agencies thereof, for which funds may be granted or made available in whole or in part, whether or not on a matching basis, by the United States of America, or the State of Wyoming, or any subdivision, department or agency of either. These powers afforded pursuant to the Wyoming Joint Powers Act may be subject to limitations or conditions contained herein or any bylaws which may be adopted pursuant to this Agreement.

Prior to exercising its rights to file suit, purchase or sell real property or personal property with a value greater than ten thousand dollars (\$10,000), mortgage and pledge or in any way encumber real property, issue its notes, bonds and other obligations, or participate, join or cooperate with other governments, political subdivisions, departments or agencies thereof, the Board must approve said action with a minimum three-quarters majority vote.

V. OWNERSHIP INTEREST OF JUSTICE CENTER BUILDING

A. Ownership of the new building will be as follows, and as referred to in Exhibit “A”:

1. The City of Douglas shall have a twenty-six percent (26%) ownership interest in the Joint Justice Center Building.
2. Converse County, Wyoming shall have a seventy-four percent (74%) ownership interest in the Joint Justice Center Building.

VI. OPERATION OF DISPATCH CENTER

The Board shall appoint a Dispatch Management Committee (“Committee”). This Committee shall be tasked with making recommendations for the operation of the dispatch center, including but not limited to day to day operations, selection of the Communications Director, equipment purchases, and upgrades and maintenance of dispatch equipment.

The Committee shall be comprised of seven (7) members, comprised of the Converse County Sheriff or designee, plus another member of the Converse County Sheriff’s Department as designated by the Sheriff; the Douglas Chief of Police or designee, plus another member of the Douglas Police Department as designated by the Chief; the Emergency Management Director or designee; a representative of the Converse County Fire Suppression Authority Joint Powers Board; and a member at large, being a resident and qualified elector of the County, appointed by a majority vote of the above-named six Committee members. The at large member of the Committee shall serve a two-year term and

may be reappointed with no term limits. All other Committee members will serve at the pleasure of the participating entity and may be replaced at the discretion of the entity, except for the Sheriff and his designee, who may be replaced at the discretion of the Sheriff. All Committee members shall be full voting members. The Communications Director shall be a non-voting ex-officio member of the Committee.

On all matters pertaining to the operation of dispatch, the Committee shall adopt a recommendation which shall be communicated to the Board for final action. The Committee shall be advisory in nature and shall not have the ability to represent or bind the Board in any way. The Board shall adopt a policies and procedures manual which shall address the organization and operation of the Committee.

VII. ALLOCATION OF EXPENSES

Operational expenses for the Justice Center shall be allocated as follows:

A. Dispatch Center Expenses

All Joint Dispatch employees shall be County employees for purposes of salaries and benefits. The costs for these employees shall be paid fifty percent (50%) by the County and fifty percent (50%) by the City for the first three (3) full calendar years. Thereafter, the cost allocation shall be evaluated every three (3) full calendar years and may be recalculated based upon actual call volume of the dispatch center and other factors as recommended by the Committee and determined by the Board. The methodology utilized to calculate call volume shall be adopted by the Board upon recommendation by the Committee. For the purposes of this section, costs shall include salaries and all benefits payable to said employees, including health insurance and retirement. The County shall pay Joint Dispatch employees directly and will provide a detailed report to the City as hereinafter described for reimbursement of its pro rata share.

B. Maintenance Staff

Any maintenance staff hired solely for assignment to the joint justice center shall be County employees. All costs for said maintenance staff shall be paid and reimbursed in the same manner as non-dispatch expenses described below.

C. Non-Dispatch Expenses

All utilities and maintenance expenses attributable generally to the overall operation of the Justice Center, including Joint Dispatch shall be divided between the City and the County with the City paying twenty-six (26%) percent of all expenses and the County paying seventy-four (74%) percent of all expenses and as delineated within the approved and adopted bylaws. These percentages are calculated based upon the square footage of each section under the sole control and use of the City and County respectively and the division of the square footage being shared as common areas. Upon the completion of phase two of the project by the County, to include courts and other improvements, the percentage shall be recalculated based upon the new total square footage as determined by the initial division of cost.

1. Information Technology (“IT”) support for the joint just center shall be provided as delineated within the bylaws, as may be amended from time to time”.
2. Unless otherwise herein denoted, the City and County will each be responsible for the salaries of their respective employees which work or serve at the Justice Center.
3. The City and County shall occupy the Justice Center as depicted in Exhibit “A” as attached hereto. Each entity shall have the sole right and discretion to occupy its respective area in the manner it chooses in its sole discretion, including but not limited to interior design, layout and decoration.
4. Any improvement or repair expense(s) must be approved by the Board prior to the commencement of the work unless the bylaws allow otherwise. Repair costs for the Justice

Center shall be shared as follows: the City shall pay twenty-six percent (26%) and the County shall pay seventy-four percent (74%) of all improvement or repair costs for all common areas outside of the Joint Dispatch center. All improvement or repair costs which affect Joint Dispatch shall be paid fifty percent (50%) by the City and fifty percent (50%) by the County. All improvement or repair costs which affect the firing range shall be paid fifty percent (50%) by the City and fifty percent (50%) by the County.

5. The reimbursement and invoicing of costs between each entity shall occur on a monthly basis. All requests for reimbursement by a member entity shall be submitted to the Board, along with all supporting documentation, for approval. Upon approval by the Board, invoices for reimbursement shall be issued to the respective entities for payment and said payment will be due and payable upon receipt.

VIII. AGREEMENT & AMENDMENT

This Agreement or any amendment thereto shall not be effective until:

1. The governing body of each Member has approved this Agreement or amendment thereto by resolution and signed the Agreement or amendment;
2. The Wyoming Attorney General determines whether this Agreement or any amendment thereto is compatible with the laws and Constitution of Wyoming; and
3. This Agreement or any amendment thereto is filed with the keeper of records of the City and County.

It is anticipated that a second phase of construction will occur sometime in the future, resulting in the addition of courtroom facilities which will become the responsibility of the County. This addition shall necessitate an amendment to this joint powers agreement as it will result in changes to the ownership and cost sharing formulas stated herein. Prior to the start of construction, the parties to this Agreement

shall negotiate in good faith amendments to this Agreement which shall be approved by the governing bodies of each member as stated above.

In addition, should the Town of Glenrock desire to utilize Joint Dispatch and become a member of this joint powers agreement, the governing bodies of both the City and County must approve any amendment allowing participation by the Town of Glenrock. Such approval shall be contingent upon agreement of the terms upon which Glenrock may participate. These terms shall include, but not be limited to, a pro-rata reimbursement for upfront costs for equipment purchased by the City and County for the joint dispatch center, as well as a determination of pro-rata maintenance costs and representation on the board.

IX. CHOICE OF LAW AND VENUE

This Agreement shall be governed and interpreted under the laws of the State of Wyoming. Any conflict arising from this Agreement shall be brought in the 8th Judicial District of the State of Wyoming, Converse County, Wyoming.

X. TERMINATION

Either party may withdraw from this agreement upon ninety (90) days written notice, which notice shall be delivered by hand or certified mail. Upon termination of this agreement, the property used or owned by the Board will be distributed as follows:

- A. Following execution and approval of this Justice Center Joint Powers Board Agreement, each item of personal property purchased or furnished by the City, Town or County for the purposes of furthering the performance of this agreement shall be retained by or delivered to the party which purchased or furnished the same.
- B. Each item of personal property purchased or furnished by the Board will distributed twenty-six percent (26%) to the City and seventy-four percent (74%) to the County. The property shall be

sold by public auction with the proceeds distributed accordingly if neither the City nor County elects within one-hundred twenty (120) days of the termination of this agreement to purchase the same pursuant to the buy-out provision state below in Section IX.

- C. The real property underlying the Building shall be retained by the County.
- D. The ownership of the Building will remain seventy-four percent (74%) to the County and twenty-six percent 26% to the City. Upon termination of this Agreement, the Building shall be sold by public auction with the proceeds distributed accordingly if neither the City nor the County elects within one hundred twenty (120) days of the termination of this agreement to purchase the same pursuant to the buy-out provision stated below in Section XI.

XI. BUY-OUT PROVISION

Within one hundred twenty (120) days of the termination of this agreement, either party has the right to offer to purchase the other party's interest in the Building or personal property pursuant to the following method. The offering party (hereinafter "offeror") notifies the other party (hereinafter "offeree") in writing of its assessment of the value of the property at issue and offers to pay the offeree its share of such value, with such share being _____ percent (__) or _____ percent (__). Within sixty (60) days, the offeree must elect, in writing, to either accept the offer and sell its share of the property at such price or purchase the offeror's share of the property pursuant to the value established by the offeror's initial offer. Failure of the offeree to make an election will constitute an acceptance of this offer.

XII. SIGNATURES

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and

County has signed and executed this Agreement, and duly attested by its County Clerk the day and year first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF DOUGLAS, WYOMING:

By: _____
Bruce A. Jones, Mayor

Attest: _____
Karen Rimmer, City Clerk

CONVERSE COUNTY, WYOMING:

By: _____
Richard C. Grant, Jr., Chairman, Converse County Commissioners

Attest: _____
Lucile K. Taylor, County Clerk