

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into to be effective on the ____ day of _____, 2022 by and between the TOWN OF SARATOGA, a Wyoming municipal corporation, situate in the County of Carbon, State of Wyoming, hereinafter called "Town", and THE PLATTE VALLEY COMMUNITY CENTER JOINT POWERS BOARD, a joint powers board existing under and by virtue of the laws of the State of Wyoming, hereinafter called "Board".

WHEREAS, the Town of Saratoga is a Wyoming municipal corporation situate in Carbon County, State of Wyoming; and

WHEREAS, the Platte Valley Community Center Joint Powers Board is a joint powers board formed and operating in accordance with Wyoming Law; and

WHEREAS, the purpose of the Board is to raise revenue for, develop and operate a Community Center for the benefit of the citizens of Saratoga and all Carbon County residents; and

WHEREAS, the Town and Board desire to enter into an agreement for the management, operation, scheduling, generation of revenues, promotion of events and recreational programs, all at said Community Center which both parties determine to be in the best interest of the youth, adults, families and seniors of the Town of Saratoga and Carbon County; and

WHEREAS, the Town agrees that it is beneficial and in the best interest of the Platte Valley community to utilize the Board for operations of the Community Center in integration of community-wide recreation programs and other events; and

WHEREAS, the Board will be responsible to the Town regarding the overall operation of said Community Center and the programming.

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Board shall operate the Community Center and shall provide integration of community-wide recreation programs for the Town and Carbon County, Wyoming,
2. The Board will be responsible to the Town regarding the community facilities and all recreational programming.
3. In cooperation with the Saratoga Town Council and Saratoga Town Staff, the Board will review on an annual basis, the Community Center goals and objectives, priorities, facility operation and budget.
4. The Board through its appointed designee shall keep the Town Council advised with respect to the planning and implementation of Community Center facility activities on a monthly basis.

5. The Board may establish such committees as it deems advisable and assign each committee specific duties or functions.

6. The Board shall hire a Community Center Administrator, Building Maintenance Technician and/or personnel deemed necessary for the efficient operation of the Community Center Facility. The above individuals shall be employed solely by the Board and shall not be considered employees of the Town. Nothing contained in this agreement shall obligate the Town for any funding for any of the above referenced personnel.

7. The Town may, so long as adequate funds are available, pay to the Board any sum not to exceed \$60,000.00 annually in exchange for the services the Board shall provide for the people of the Town of Saratoga. In no event shall the Town's annual contribution exceed the Board's annual expenses. The contribution may be offset by other expenses incurred by the Town in the performance of this Agreement. Town shall have the sole discretion to determine if adequate funds are available to make this contribution.

8. The Town hereby agrees to perform payroll services for the Board. For the purposes of this Agreement, payroll services includes the issuance of payroll checks or the arranging of direct deposits, the preparation and maintenance of all records reasonably or statutorily required to support such payments; the effecting of appropriate amounts of withholding for taxes and authorized expenditures for each employee; the preparation and filing of all returns required by any regulatory authority; and compliance with all proper wage executions and associated collections work. The Board shall reimburse the Town for all amounts expended on payroll services.

9. Upon mutual written agreement of the Town and the Board, the Town may perform other fiscal management responsibilities as requested by the Board. The Town shall receive compensation for said fiscal management responsibilities, by resolution and by mutual agreement of the parties.

10. The Town shall provide maintenance of the grounds surrounding the Community Center Facility, to include lawn care, and snow removal.

11. The Town shall hold an annual joint meeting of elected officials, Board members, and Board staff to review and evaluate the operation of the Community Center. Any disagreement or complaints concerning the operation of the facility by the Board from the Town or any of its citizens shall be presented to the Board and shall be dealt with on a monthly basis. The Board shall provide the Town formal written notice of any actions taken in regards to said complaints.

12. The Board shall provide meeting space in all Board areas, to include the entire Community Center space, for events and activities related to Town Business at no charge. All Town events and activities to take place at the Community Center shall be scheduled through the Community Center director.

13. The Board shall also provide an office for the Town recreation director at the Community Center, as well as additional space for the Town to operate its recreation programs

using current Community Center facilities.

14. Governmental Immunity. Neither party waives its governmental immunity by entering into this Agreement and expressly retains all immunities and defenses available to them as a government entity pursuant to the Wyoming Governmental Claims Act, W.S. §§ 1-39-101 *et seq* and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

15. The Board shall obtain and maintain general liability insurance coverage to the fullest extent of exposure under the Wyoming Governmental Claims Act, as set forth in W.S. § 1-39-101, *et seq.* Coverage from the Local Government Liability Pool pursuant to W.S. § 1-42-101, *et seq.*, is specifically approved for such purpose.

16. Term. This agreement shall be for a term beginning _____ and terminating on _____. It is recognized and acknowledged by the parties hereto, the three (3) year term of this agreement extends beyond the current term of the governing body. However, the parties agree that the extended term of this contract is of specific benefit to the citizens of the Town and the members of the respective governmental entities of the joint powers board and this agreement is an extended term governmental contract made in the best interest of the respective parties.

17. Termination. Notwithstanding the above referenced three (3) year term, this contract may be terminated by either party giving the other party thirty (30) days written notice of its intent to terminate this agreement at the address set forth herein above and at the end of said thirty (30) days, neither party shall have any obligation to the other party in regards to this contract other than any contractual liabilities which may not be due and owing.

18. If a court of competent jurisdiction renders any provision of this Agreement, or portion of a provision, invalid, illegal, or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

19. This Agreement shall be governed by the laws of the State of Wyoming, without giving effect to the conflicts of laws principles thereof. In the event of a dispute between the parties that cannot be resolved without litigation, then the exclusive forum for any litigation shall be in a court of competent jurisdiction sitting in Carbon County, Wyoming.

20. This Agreement represents the entire agreement between the Board and the Town with respect to the subject matter and supersedes all prior writings, communications, discussions, representations, or understandings, whether written or oral. The Agreement may be altered, amended, or modified only by a written instrument duly executed by the Board and the Town.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the Mayor of the Town of Saratoga with the approval of the Saratoga Governing Body and the Chairman of the Platte Valley Community Center Joint Powers Board on the ____ day of _____, 2022.

TOWN OF SARATOGA:

BY: _____
CREED JAMES
Mayor

Attest: _____
MARIE CHRISTEN
Town Clerk

**PLATTE VALLEY COMMUNITY
CENTER JOINT POWERS BOARD**

BY: _____
JOE GLODE
Board Chairman

Attest: _____
IRENE ARCHIBALD
Board Secretary