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AGREEMENT FOR JOINT AND CO-OPERATIVE ACTION  
*THIRD AMENDMENT*

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**WHEREAS**, on the 2<sup>nd</sup> day of June, 1981, Campbell County, Wyoming, acting by and through its duly elected Board of County Commissioners, herein referred to as "County", and the City of Gillette, a Wyoming city acting by and through its Mayor and City Council, hereinafter referred to as "City", entered into an "Agreement for Joint and Cooperative Action", pursuant to the Wyoming Joint Powers Act (W.S. Section 16-1-101 through 16-1-109, 2010, previously number W.S. 9-1-129 through 9-1-136, 1977); all of said parties being hereinafter collectively referred to as participating agencies, and

**WHEREAS**, Campbell County and the City of Gillette desire to implement a third amendment to the Campbell County Public Land Board Agreement For Joint And Cooperative Action amending language pursuant to Article II PURPOSES, Section 2; Article III CREATION OF SEPARATE LEGAL ENTITY, Section 2, Composition of the Board of Directors (C.)(iv.); Article IV POWERS OF THE BOARD Section 1 (G)(K)(L)(M); Article VI DURATION AND TERMINATION; and Article VII FINANCING AND BUDGET, Section 2; and

**NOW, THEREFORE** it is agreed by and among Campbell County and the City of Gillette that the Campbell County Public Land Board Agreement for Joint and Cooperative Action is hereby amended in total as follows:

WITNESSETH:

I

RECITALS

1. COUNTY is a duly constituted County as established by an act of the Legislature of the State of Wyoming, W.S. 18-1-101 (c) and as such is authorized by W.S. 18-2-101 (a) (ii) to purchase real property for the use of the County and is further authorized by W.S. 18-2-104 to construct community buildings;

2. CITY, pursuant to a proclamation of the Governor of the State of Wyoming made on April 8, 1970, is a duly constituted and declared First Class City of the State of Wyoming and as such is authorized by W.S. 15-1-103 (a) (iii) to purchase and hold real estate for City use and is authorized by W.S. 15-7-101 to construct buildings and improvements for the use of the City;

3. The Wyoming Joint Powers Act (W.S. 16-1-101 through 16-1-110 ) authorizes the parties hereto to jointly plan and exercise their powers for the common good, and the parties pursuant to law are desirous of reducing this agreement in respect thereto into writing all as hereinafter set forth.

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IN ORDER TO ACCOMPLISH THE JOINT PURPOSES, each of the parties hereto promises and agrees as follows:

## II

### PURPOSES

The parties hereto agree that the purposes of this agreement are as follows:

1. To create a separate legal entity pursuant to the Wyoming Joint Powers Act, said legal entity being hereinafter referred to as the CAMPBELL COUNTY PUBLIC LAND BOARD;

2. To allow the CAMPBELL COUNTY PUBLIC LAND BOARD, hereinafter created, to acquire ownership of approximately 740 acres of land from the University of Wyoming, which land is now known as the University of Wyoming Experimental Farm, and such other lands or interests therein as may be necessary or desirable to accomplish these purposes;

The parties acknowledge that at the date of this amendment, the CAMPBELL COUNTY PUBLIC LAND BOARD is presently owner of approximately 1,100 acres of land in Campbell County, Wyoming;

3. To plan for the orderly development and improvement of said lands in order that ultimately the lands will be utilized for the construction, operation and maintenance of various public-owned facilities of various types located in an attractive park-like setting;

4. To lease or sell said lands or interest therein or the facilities thereon to governmental entities for their respective uses and purposes on a non-profit basis;

5. To construct, operate and maintain such public facilities and improvements thereon as permitted by law in order to enhance the educational recreational and cultural lives of the inhabitants of Campbell County, and to provide housing for governmental services;

6. To control said lands in order that the lands be operated in such a fashion as to promote the best interests of the general public and to exercise any and all powers which may be necessary or desirable to accomplish these overall purposes specifically including the power to sell or lease said lands or a portion thereof.

## III

### CREATION OF SEPARATE LEGAL ENTITY

There is hereby created a joint-powers board as a separate legal entity the organization,

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nature, and composition of said entity being as follows:

1. Name: The name of said entity shall be: "CAMPBELL COUNTY PUBLIC LAND BOARD".

2. Composition of the Board of Directors: The Board of Directors shall consist of seven (7) persons who shall be appointed as follows:

A. To be eligible for appointment, the individual shall be a qualified elector of Campbell County and shall not be an employee of the Campbell County Public Land Board nor shall a person be eligible for appointment to the Board who has previously served two terms until three years have elapsed since said person last served as a member of the Board of Directors.

B. Five Directors of the Board shall be appointed by the COUNTY; and two shall be appointed by the CITY.

C. Upon appointment of the initial Board of Directors the terms of said directors shall be staggered as follows:

- i. Each of the participating agencies shall appoint one member for three years;
- ii. COUNTY shall appoint three individuals for a term of two years;
- iii. COUNTY and CITY shall each appoint one individual for a term of one year.
- iv. Thereafter appointments for all members of the COUNTY and the CITY shall be for three year-staggered terms.

D. An appointed Director may be removed by the participating agency who appointed said director at any time without cause.

E. Vacancies for any unexpired term shall be filled by appointment of the governing body of the participating agency appointing the person whose seat is vacated.

#### IV

#### POWERS OF THE BOARD

1. The Board shall have the following powers and duties:

- (A) Meet, organize and elect from its membership a chairman, vice-chairman, secretary, and treasurer. The secretary shall notify COUNTY and CITY of the Board's organization and shall file a certificate showing its organization with the Campbell

County Clerk and the Secretary of State.

- (B) Fix the time and place of regular meetings, provided that there shall be at least one meeting per quarter. The Board shall also hold additional special meetings at the call of the Chairman, or upon written request of a majority of Board members, or within five (5) days after a special meeting request is given by COUNTY or CITY.
- (C) Prescribe and enforce rules of procedure, regulation and policies for its own government and administration, provided that such rules and regulations shall be consistent with the laws of the State of Wyoming and shall be open to public inspection.
- (D) Submit such reports concerning finances or any other matter as state law may require.
- (E) Submit quarterly financial statement and reports to COUNTY and CITY and provide such additional reports, accountings, and information as may be requested from time to time by any of the participating agencies.
- (F) Control and disburse all monies received from any source to maintain the purpose and functions delegated to the Board by the participating agencies.
- (G) Submit to the COUNTY and CITY on or before the 1<sup>st</sup> Friday of May each year a proposed budget for the operations of the Board for the next fiscal year, including justification.
- (H) Require the treasurer and chairman of the Board to give bond in such penalties and with such sureties as the Board may direct, conditioned upon the faithful application of all monies and property which come into their hands by virtue of their offices.
- (I) Keep minutes of all meetings at which official action is taken and record of all official acts including a record of all warrants/checks issued against the monies belonging to the Board.
- (J) Designate the utilization of the land, facilities and resources in such manner as is consistent with the public interests.
- (K) In order to preserve the integrity and uniformity of the system of compensation and to to take advantage of established fiscal, personnel and other policies, the Board shall adopt and operate the organization consistent with the fiscal policies and compensation system adopted by the COUNTY. This includes, but is not

necessarily limited to, utilizing the following: COUNTY policies, guidelines, and practices pertaining to personnel, fiscal management, auditing, record keeping, health and medical insurance, sick and vacation leave and accrual, wellness and recognition.

- (L) Take the necessary action, in accordance with Wyoming Statutes Title 15 Article 4, to complete annexation of the original Experimental Farm, approximately 740 acres, into the CITY by December 31, 2013. The Parties acknowledge the annexation of Cam-Plex property does not affect title to any of the property. Further, the annexation will clarify the role of law enforcement services provided to Cam-Plex with the City of Gillette Police Department accepting the primary role and the Campbell County Sheriff's Office a secondary role.
- (M) Take the necessary action, in accordance with the Gillette Regional Water Supply System Joint Powers Agreement, Section VII. Service Requirements, to participate as a wholesale customer with connection to the regional water supply system; and reach agreement with the City of Gillette to acquire a segment of the unallocated portion of the treatment effluent from the Wastewater Treatment Facility for irrigation use on Public Land Board property, should effluent become available in a form that could be used for irrigation.

2. The Board may:

- (A) Sue and be sued in the name by which the Board is designated;
- (B) ~~Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts of furnishing of services or facilities by or for the Board;~~
- (C) Employ all necessary full-time and part-time personnel; and determine their salaries within the approved budget. The Board may also exercise the authority to discharge personnel;
- (D) Insure against loss of property;
- (E) Require any employees whose duty it is to handle funds or property of the Board to be bonded under a suitable bond indemnifying the Board against loss;
- (F) Hire the services of planners and architects;
- (G) Cause the land to be improved and public facilities to be built thereon;
- (H) To perform such other acts as may be consistent with the purposes of this



agreement;

- (I) Purchase, hold, develop, operate, utilize, lease, sell, and convey, both real and personal property;
- (J) Receive bequeaths, gifts, and donations of all kinds of property in fee simple or in trust and to do all things necessary to carry out their intended purpose;
- (K) To take all necessary action to plan, construct, or otherwise improve, modify, repair, maintain, and regulate the use of the lands, improvements, or facilities thereon;
- (L) To regulate and control the design, construction, and appearance of all improvements or facilities placed thereon;
- (M) To prescribe the means and methods of landscaping and maintenance;
- (N) To appoint advisory committees to this Board of Directors who shall be ex officio members of this Board;

## V

### OWNERSHIP

The land and all improvements thereon shall be owned by the CAMPBELL COUNTY PUBLIC LAND BOARD except that:

- (A) The Board may lease or sell a designated tract to a governmental unit for the governmental unit to erect its own facilities thereon subject to the Board exercising architectural control over the construction, maintenance, and landscaping thereof and subject further to such other condition as the Board may approve.
- (B) Each participating agency shall have an interest in the product or services of the Board as follows:
  - i. The governing bodies of the participating agencies shall meet and attempt to resolve this matter to their mutual satisfaction;
  - ii. In the event the joint meeting of the participating agencies fails to arrive at a mutually satisfactory resolution, then the Board of Directors of the Campbell County Public Land Board shall meet and define the interest and the product or services of the Board, and their decision shall be final.

## VI

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### DURATION AND TERMINATION

The duration of this agreement shall be perpetual, unless terminated as provided below. In January of every even numbered year thereafter, representatives of the entities shall meet and review Article VII, Financing of this agreement and either establish a new formula for financing or agree to continue the preexisting formula for the succeeding two year period.

This agreement shall be for an indefinite term provided that the agreement may be wholly or partially terminated upon the mutual agreement of the participating agencies or by any agency upon one years (365 days) advance written notice, which must be delivered no later than sixty days after the joint review described in the previous paragraph to the other agency of intention to terminate. Upon receipt of a notice to terminate, the entities shall meet and attempt to renegotiate this agreement and if no new agreement is reached by June 30, this Joint Powers Board will terminate at the end of the fiscal year.

In the event of partial or complete termination of this agreement, the facilities, improvements and properties of the Board shall be distributed to the respective participating agencies pursuant to written agreement for distribution between the agencies.

If the agencies are unable to agree upon an equitable distribution of the facilities, improvements and properties of the Board, the governing body of each agency shall select and appoint an arbiter. The two appointed arbiters shall then jointly select a third neutral arbiter. The three arbiters shall then proceed to effect an equitable division of the facilities, improvements and properties of the Board to the participating agencies, having in mind the contribution of each agency during the existence of the agreement and such other factors as must necessarily be considered in order to make an equitable distribution. The decision of the arbiters shall be binding upon the parties hereto.

### VII

### FINANCING AND BUDGET

1. The Board shall prepare and submit to each of the participating agencies a budget as required by the Municipal Budget Act. Said Budget shall be submitted no later than the 1<sup>st</sup> Friday of April of each year, and shall include a recommendation as to each participating agency's share of the budget. Should the Optional One Percent Sales Tax fail to be approved by the Electors of Campbell County and/or Municipal/County Sales Tax Revenue decrease by over twenty percent (20%) in one fiscal year, the Parties may convene to discuss the Budget and distribution of funding.

2. The participating agency shall approve or reject the budget to the same extent of its contributory share therein. The participating agencies shall provide the following distribution of funding:

	<u>Campbell County</u>	<u>City of Gillette</u>
Operating		
FY 2012/2013	86.2% (\$3,133,762)	13.8% (\$500,000)
FY 2013/2014	85%	15%
FY 2014/2015	84%	16%
FY 2015/2016	83%	17%
FY 2016/2017	82%	18%
FY 2017/2018	81%	19%
FY 2018/2019	80%	20%
Capital -	50%	50%

3. The Board shall create no debt except:

- (I) By bond issue approved in accordance with law, or
- (II) By registering warrants in accordance with law and then only with written notice to each of the parties to this agreement, or
- (III) By revenue bonds issued by this Board to be repaid solely from revenues received by this Board from the ownership, lease, or operation of any property or interest in property owned, leased, or controlled by this Board. Revenue securities may be issued upon majority approval of the directors appointed to this Board. Such revenue securities shall be in full conformity of the applicable requirements of Wyoming Law.

4. The financial records of the Board shall be audited annually as required by law with a copy of the report to each of the parties.



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BOARD OF COUNTY COMMISSIONERS  
IN AND FOR CAMPBELL COUNTY, WYOMING**



Dan Coolidge, Chairman

Dated: 6-4-13

**ATTEST:**

  
Campbell County Clerk

**CITY OF GILLETTE, WYOMING**

Tom Murphy, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**WYOMING ATTORNEY GENERAL**

In accordance with W.S. §16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Amended Gillette and Campbell County Public Land Board Agreement For Joint And Cooperative Action and determined that the same is compatible with the laws and constitution of the State of Wyoming. The approval of the amended agreement by the Attorney General is limited to the terms and conditions of the amended agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the amended agreement itself.

Approved this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

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**Gregory A. Phillips, Attorney General**  
**State of Wyoming**