

**INTEGRATED AMENDED GILLETTE/WRIGHT/CAMPBELL COUNTY
FIRE PROTECTION JOINT POWERS AGREEMENT
SECOND AMENDMENT – MAY 2013
D.B.A. CAMPBELL COUNTY FIRE DEPARTMENT**

* * *

WHEREAS, Campbell County, a County of the State of Wyoming, and the City of Gillette, a Wyoming City of the First Class, established the Gillette/Campbell County, Fire Protection Joint Powers Board by agreement dated July 3, 1975, in accordance with, then existing law; and

WHEREAS, the Gillette/Campbell County Fire Protection Joint Powers Agreement was amended on July 16, 1985 to admit the Town of Wright, an incorporated Town of the State of Wyoming, located in Campbell County, as a participant to the Gillette/Campbell County Fire Protection Joint Powers Agreement, and to specify its power of appointment to a seat on the Joint Powers Board created therein and clarify other relationships of the participants; and

WHEREAS, a Second Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on December 1, 1997 which amended language under Article IV, FINANCING and Article VI, DURATION; and

WHEREAS, a Third Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on February 20, 2001, where Article VI, DURATION was amended to change the date of the semi-annual review of Article IV, FINANCE from odd to even numbered years; and

WHEREAS, a Fourth Amendment to the Gillette/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town

of Wright on March 5, 2002, whereby the name of the Governing Board and the name of the agreement was changed to the "Gillette/Wright/Campbell County Fire Protection Board" and the "Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement" respectively and amending language to Article IV, FINANCING; and

WHEREAS, a Fifth Amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on April 1, 2003, whereby Article IV, FINANCING was amended eliminating provisions regarding ECB factor budgeting and staff recommendations; and

WHEREAS, a Sixth Amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and the Town of Wright on February 17, 2004, wherein language contained in Article IV, FINANCING was amended; and

WHEREAS, a Seventh amendment to the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the City of Gillette and Town of Wright on April 20, 2006, wherein language contained in Article I, CREATION AND PURPOSE OF GILLETTE-CAMPBELL COUNTY FIRE PROTECTION JOINT POWERS BOARD, Article II, COMPOSITION OF THE BOARD, and Article III, POWERS OF THE BOARD was amended, and generally make current the terms and provisions of the agreement to include incorporating this amendment and all previous amendments into one integrated document; and

WHEREAS, a first amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement was approved by Campbell County, the

City of Gillette and the Town of Wright on May 14, 2008, wherein language pertaining to the title name, CAMPBELL COUNTY FIRE DEPARTMENT, and Article III, POWERS OF THE BOARD, was amended; and

WHEREAS, Campbell County, the City of Gillette and the Town of Wright desire to implement a second amendment to the Integrated Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement amending language contained in Article III, POWERS OF THE BOARD A. (g)(i)(k); Article IV, FINANCING to include the Wildland Vehicle Replacement account; and Article VI, DURATION.

NOW, THEREFORE it is agreed by and among Campbell County, the City of Gillette and the Town of Wright that the Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement is hereby amended in total as follows:

ARTICLE I

CREATION AND PURPOSE OF GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE PROTECTION JOINT POWERS BOARD

There is hereby created a joint powers board to be designated as the Gillette/Wright/Campbell County Fire Protection Joint Powers Board (hereinafter referred to as the Board), which Board is organized for the purpose of providing organization, facilities and personnel for the establishment and maintenance of fire and rescue protection for the citizens of, and all lands within, Campbell County, the Town of Wright and the City of Gillette, which shall be accomplished by the utilization of the combined resources of Campbell County, the Town of Wright and the City of Gillette through one fire protection agency serving the entire county known as the Campbell County Fire Department.

ARTICLE II

COMPOSITION OF THE BOARD

The Board shall consist of seven members all of whom shall be qualified electors of Campbell County. Full time employees of the Board shall not be qualified for appointment to the Board. Two members of the Board shall be appointed by the governing body of the City of Gillette who may be members of the governing body of the City of Gillette with the initial appointment of said members being staggered terms of two and three years with the right of reappointment. Four members of the Board shall be appointed by the governing body of Campbell County who may be members of the governing body for Campbell County, with the initial appointment of said members being staggered terms of one year for two members, two years for one member, and three years for one member. with the right of reappointment. One member of the Board shall be appointed by the governing body of the Town of Wright who may be a member of the governing body of the Town of Wright with the initial appointment of said member being for a term of three years with the right of reappointment. Thereafter appointment for all members of the Town of Wright, City of Gillette and Campbell County shall be for three-year staggered terms. Vacancies for unexpired terms shall be filled by appointment of the governing body making the initial appointment. Members of the Board may be removed with or without cause by the governing body making the initial appointment. The acting fire chief shall serve as an ex-officio, non-voting member of the Board.

ARTICLE III

POWERS OF THE BOARD

A. The Board shall:

(a) Meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary shall notify the City of Gillette, Campbell County and the Town of Wright 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 month. 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 days after a special meeting request is given by either the Town of Wright, the City of Gillette or Campbell County.

(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 the public inspection.

(d) Submit such reports concerning finances or any other matter as state law may require.

(e) Submit quarterly financial statements and reports to Campbell County, the Town of Wright and the City of Gillette 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 Town of Wright, the City of Gillette and Campbell County on or before the first Friday of April ~~June~~ each year a proposed budget for the operations of

the Board for the next fiscal year containing together with the budget proposal a recommendation to each participating agency of the percentage of said budget to be funded by each agency and the reasons therefore.

(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 a 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 fire protection facilities and resources in such a manner that the fire insurance rating for the Town of Wright and the City of Gillette shall be maintained or improved.

(k) In order to preserve the integrity and uniformity of the system of compensation and to take advantage of established fiscal, personnel and other policies, the Board shall adopt and operate the department consistent with the fiscal policies and compensation system adopted by Campbell County. This includes, but is not necessarily limited to, utilizing the following: Campbell 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) Submit a bi-annual call response report, by the 30th of September on each odd numbered year, to Campbell County, the Town of Wright and the City of Gillette, segregated by governing body; and provide such additional reports, statistics and information as may be requested from time to time by any of the participating agencies.

B. 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 employee whose duty it is to handle funds or property of the Board to be bonded under a suitable bond indemnifying the Board against loss.

ARTICLE IV

FINANCING

The Board shall establish a catastrophic suppression line-item in the amount of \$100,000. No funds may be used for any purpose other than emergency services without the consent of the City of Gillette, the Town of Wright and Campbell County.

The Board shall on or before the first Friday of April of each year submit to each of the participating agencies a proposed operations, capital, vehicle depreciation and equipment replacement budget for the next fiscal year, as is provided in Article III, subsection A, subsection (g) of this agreement.

If the City of Gillette, Town of Wright and Campbell County do not come to a complete agreement about the budget line-item expenditures, then the budget shall be approved to the

extent of agreement. Each participating agency after reaching joint agreement upon the amount of the budget and the contribution of each agency thereto shall thereupon contribute from their individual revenue sources the agreed upon amounts for the operation of the Board for the following fiscal year.

Beginning with the 2002-2003 fiscal year, the following funding allocations shall apply. The capital and the vehicle depreciation, including the Wildland Fleet Program, budgets shall be funded Forty-nine and one-half percent (49.5%) by Campbell County, Forty-nine and one-half percent (49.5%) by the City of Gillette and One percent (1%) by the Town of Wright. The operations budget shall be funded Seventy-nine percent (79%) by Campbell County, Twenty percent (20%) by the City of Gillette, and One percent (1%) by the Town of Wright.

~~The City of Gillette shall contribute \$1,200,000 in the 2002-2003 fiscal year to establish the vehicle replacement account.~~ The amounts budgeted and approved for vehicle depreciation, including the Wildland Fleet Program, shall be put into the vehicle replacement account. The vehicle replacement account, including the Wildland Fleet Program, shall be held and maintained by the City of Gillette, and may be used to replace vehicles as approved during the annual budget review. This account shall be the property of the Board.

The contribution of Campbell County shall be derived from any funding source deemed appropriate by the County.

The contribution of the Town of Wright shall be derived from any funding source deemed appropriate by the Town.

The contribution of the City of Gillette shall be subject to the limitations on taxation prescribed by Wyoming Statute 39-13-104(c) and in addition shall be derived from any funding

source as deemed appropriate by the governing body.

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.

ARTICLE V

OWNERSHIP

The percentage ownership by each participating agency of all facilities and property of the Board shall be:

Campbell County	51%
City of Gillette	47%
Town of Wright	2%

Upon mutual agreement of the participating agencies, the percentage of ownership may from time to time be amended.

ARTICLE VI

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 than 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.

DURATION

This agreement shall ~~be perpetual~~ bind the parties hereto, their successors and assigns ~~for a term of two years and shall be deemed to be renewed for successive two year terms~~

~~unless earlier terminated as provided below. In January of every even numbered year thereafter, representatives of the entities shall meet and review Article IV, 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 advance written notice, which must be delivered no later than 60 days after the joint review described in the previous paragraph to the other agencies 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 following 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.~~

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~~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.~~

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

Dan Coolidge, Chairman

Dated: _____

ATTEST:

Campbell County Clerk

CITY OF GILLETTE, WYOMING

Tom Murphy, Mayor

Dated: _____

ATTEST:

City Clerk

TOWN OF WRIGHT, WYOMING

Tim Albin, Mayor

Dated: _____

ATTEST:

Town Clerk

WYOMING ATTORNEY GENERAL

In accordance with W.S. §16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Amended Gillette/Wright/Campbell County Fire Protection Joint Powers Agreement 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.

Gregory A. Phillips, Attorney General
State of Wyoming