

**FACILITY MAINTENANCE AGREEMENT**  
**for**  
**CAMPBELL COUNTY JOINT POWERS FIRE BOARD FACILITIES**

This Facility Maintenance Agreement, "Agreement," is made between Campbell County, by and through its Board of County Commissioners, 500 S. Gillette Avenue, Suite 1100, Gillette, Wyoming, herein referred to as "County," City of Gillette, by and through its City Council, 201 E. 5<sup>th</sup> Street, Gillette, WY 82716, herein referred to as "City", the Town of Wright, by and through its Town Council, 395 Lariat Way, Wright, WY 82732, herein referred to as "Town" and the Campbell County Joint Powers Fire Board, 106 Rohan Avenue, Gillette, WY 82716, herein referred to as "CCJPFB," and collectively referred to as "Parties."

**RECITALS**

WHEREAS the CCJPFB owns or leases 121,000 square feet of building space throughout the County, along with 410,000 square feet of hard-surface parking lots and nearly 29 acres of land, and;

WHEREAS the CCJPFB does not have dedicated and trained staff to maintain these facilities, and;

WHEREAS, the County employs trained facilities maintenance and engineering staff to maintain its buildings and parking infrastructure, and;

WHEREAS the CCJPFB has submitted a written proposal asking that the County assume facility maintenance duties, and;

WHEREAS, the County, City and Town provide operational funding to the CCJPFB, and;

WHEREAS, the Parties desire to enter an Agreement defining their respective rights, duties, and funding responsibilities for ongoing maintenance of CCJPFB facilities;

THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

**SECTION ONE**  
**DESCRIPTION OF FACILITIES**

Exhibit A attached to this Agreement lists the CCJPFB facilities covered by this Agreement. The facilities include eleven (11) Fire Stations, ten (10) rural storage buildings, four (4) AMFTC Training structures, one (1) maintenance facility, and two (2) urban storage facilities.

## SECTION TWO TERM OF AGREEMENT

The Agreement shall commence on July 1, 2019 and remain in effect until otherwise terminated by County, City, Town or CCJPFB. Parties agree that termination of this Agreement will only occur at the end of a fiscal year due to budget requirements.

## SECTION THREE SCOPE OF MAINTENANCE AND CAPITAL REPAIRS

County, under the direction of its Department of Public Works, shall provide all routine building and parking lot maintenance on the facilities listed in Exhibit A. In addition, County will identify and develop budget estimates for planned capital replacement and repair items.

Routine building maintenance shall include HVAC, plumbing, electrical, interior finishes, AV equipment, exhaust removal systems, compressors, generators, fire suppression systems, elevators, flag poles, and irrigation systems. Custodial services will not be provided under this Agreement.

Routine parking lot maintenance will include striping, crack sealing, joint sealing, patching, minor concrete slab panel replacement, minor sidewalk panel replacement, and fog sealing. Parking lot and sidewalk snow removal, sanding and sweeping will not be provided under this Agreement.

Planned capital replacement or major repairs for items like roofs, structural modifications, HVAC equipment, flooring, major exterior landscaping, door and window replacement, major lighting upgrades, and major parking lot/sidewalk repairs will be identified and priced by the County for the CCJPFB to submit in their annual budget request. If budgets are approved, County will develop and administer the projects.

Unplanned capital replacement/repair costs for major items will be submitted to the CCJPFB by the County. CCJPFB will submit a request to the City, County and Town for contingency funding for the repairs. If funding is approved, County will develop and administer the projects and CCJPFB will process and pay the invoices.

Except for irrigation systems, site landscape maintenance will not be provided under this Agreement.

## SECTION FOUR MAINTENANCE FUNDING AND FUND TRANSFER

To maintain the appropriate funding model as outlined in the Joint Powers Fire Board Agreement, all annual operating and capital funding for facility maintenance shall be requested by CCJPFB through the normal budget process. The specific annual funding sequence for maintenance and capital projects under this Agreement is as follows:

County Public Works will submit their budget request to the CCJPFB for the following fiscal year by March 1<sup>st</sup> of each year. Budget request will be broken out into the following line items:

- Labor (wages/benefits/technology/licensing/fuel/tools)
- Building Maintenance
- Parking Lot Maintenance
- Recommended capital construction/repair projects

CCJPB submits their annual operating budget to the City/County/Town for approval. Budget request will be broken out into the following line items:

- Maintenance Labor
- Building Maintenance
- Parking Lot Maintenance
- Capital construction/repair projects

County Public Works will submit their operating budget to the County Commissioners on the County budget schedule. Operating budget will include the following:

- Additional labor for CCJPFB maintenance (481 Budget)
- CCJPFB building maintenance (481 budget)
- CCJPFB parking lot maintenance (081 budget)

Final approved budgets for County Public Works and CCJPFB must match for the labor, building maintenance and parking lot maintenance line items. Exception is that the CCJPFB will request an additional amount in their Building Maintenance line item to account for minor maintenance expenses like snow melt, softener salt, landscaping and snow removal supplies, etc.

County Public Works will perform building and parking lot maintenance on CCJPFB facilities and will process and pay invoices from Public Works approved budget accounts. CCJPFB will be retroactively billed by County Public Works on October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> and June 30<sup>th</sup> for these services. Bills will include backup invoices for all expenditures. Each quarterly labor bill will be 25% of the approved labor line item budget, and building/parking lot maintenance bills will be for actual expenditures accrued in that quarter. If the quarterly maintenance bill exceeds the CCJPFB quarterly City/County/Town funding allotment, balance will carry over to the next quarter.

For planned and unplanned capital maintenance and repair projects approved for funding, County Public Works will develop and administer the projects and the CCJPFB will process and pay the invoices. The County Public Works project manager will review and approve all payment requests and invoices prior to submitting to the CCJPFB for processing and payment.

SECTION FIVE  
DATA AND INFORMATION SHARING

County Public Works will set up their work order system for each of the CCJPFB facilities to separately track expenditures, repairs and labor. This data will be made available to the CCJPFB when requested. Copies of all vendor invoices will be supplied with the quarterly bill.

CCJPFB will submit normal and periodic work order requests to County Public Works for maintenance requests on their facilities.

In the event the CCJPFB institutes the same Tyler Technologies ERP system as the City and County in the future, Parties agree to work to make the data formatting and electronic transfer as efficient and seamless as possible.

SECTION SIX  
INSURANCE

Existing property and liability insurance being carried by any of the Parties on any of the CCJPFB facilities will continue to be carried by that Party after execution of this Agreement.

SECTION SEVEN  
THIRD PARTIES

The Parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Agreement shall not be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties.

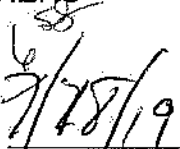
SECTION EIGHT  
GOVERNMENTAL IMMUNITY

The Parties do not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101 through 1-39-121 and all other applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives and certify that they have read, understood and agree to the terms and conditions as set forth.

COUNTY: CAMPBELL COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Rusty Bell, Chairman

  
\_\_\_\_\_  
Date 7/28/19

ATTEST:



Susan F. Saunders, County Clerk

6/18/19

Date

CITY: GILLETTE CITY COUNCIL

\_\_\_\_\_  
Madame Louise Carter-King, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Cindy Staskiewicz, City Clerk

\_\_\_\_\_  
Date

TOWN: WRIGHT TOWN COUNCIL



Ralph Kingan, Mayor

6-10-19

Date

ATTEST:



Barb Craig, Town Clerk  
CAMPBELL COUNTY JOINT POWERS FIRE BOARD

6/10/19

Date



Cory Bryngelson, Chairman

6-24-19

Date

ATTEST:



Juli Pierce, Comptroller

6-24-19

Date

# EXHIBIT A

Building #	Address	Station Number	Building Sq. Ft.	Lot (acres)	Lot Assessor (acres)	Hard Surfacing		Year Constructed
						Sq. Ft. Concrete	Sq. Ft. Asphalt	
1	106 Rohan Ave	Station 1	39709	8.9	8.9	54805	39383	2008
2	917 E. Warlow Drive	Station 2	2000	0.75	1.62	295	12630	1978
3	#3 Wenger Drive	Station 3	6603	1.5	1.5	26765		2017
4	3110 W. 4J Road	Station 4	1862	1.14	0.65	3322	11691	2001
7	1200 Garner Lake Rd	Station 7	5498	2.87	2.5	13733		2011
8	3694 Highway 50	Station 8	1280	1.5				2017
9	301 Sagebluff Dr. Wright	Station 9	13807	4.23	4.24	35343		2010
10	85 Patrick Henry Road	Station 10	2681	0.27	0.31	1470		1987
11	165 Union Chapel Road	Station 11	1824	0.8	0.44	2186	8579	1985
12	20 Jack Smith Road	Station 12	3120	0.64	1.03	6845		2001
13	1 Canary Road	Station 13	2520	0.99	2.5	1934		1987
21	Soda Wells Road	Hauber Ranch	1200					1976
22	Greenough Road	Brown Ranch	600					1975
23	Echeta Road	Floyd Ranch	450					Unknown
24	Parks Road	Reed Ranch	1200					1987
25	Collins Road	Swartz Ranch	450					Unknown
26	Savageton	Groves Ranch	1200					1982
27	Bittercreek Road	Odekoven Ranch	280					2008
28	455 Olmstead Road	Tarver Ranch	280					2008
29	6765 S. Highway 59	Sims Ranch	280					2008
30	16080 Highway 59	Boardman Ranch	450					2008
50	701 Larch Street	AMFTC Classroom BLDG	6000	4.01	54.95	6583	90212	1991
51	701 Larch Street	AMFTC Burn BLDG	1680					1991
52	701 Larch Street	AMFTC Oklahoma Sim	1091					1991
53	701 Larch Street	AMFTC 911 House	2160					1991
54	701 Larch Street	AMFTC Grounds						1991
61	513 W. Second Street	Maintenance Facility	14600	1.23	1.48	14444	31238	1965
62	200 Rohan Ave	Old Sta. 1 Storage Bays	4800		1.5	48254		1974
63	1704 S. 4J Road	Cold Storage Building	3420			427		1981
Totals			121045	28.83	81.62	216407	193733	