



## CROOK COUNTY SOLID WASTE JOINT POWERS AGREEMENT

County of Crook  
Town of Hulett  
Town of Moorcroft  
Town of Pine Haven  
City of Sundance

THIS JOINT POWERS AGREEMENT is made and entered into on the last undersigned date by and between the County of Crook, a political subdivision of the State of Wyoming, duly organized and legally existing under the laws of the State of Wyoming, hereinafter referred to as the "County"; the City of Sundance, a Municipal Corporation situated in Crook County, Wyoming, duly organized and legally existing under the laws of the State of Wyoming, hereinafter referred to as "Sundance"; the Town of Hulett, a Municipal Corporation situated in Crook County, Wyoming, duly organized and legally existing under the laws of the State of Wyoming, hereinafter referred to as "Hulett"; the Town of Moorcroft, a Municipal Corporation situated in Crook County, Wyoming, duly organized and legally existing under the laws of the State of Wyoming, hereinafter referred to as "Moorcroft"; and the Town of Pine Haven, a Municipal Corporation situated in Crook County, Wyoming, duly organized and legally existing under the laws of the State of Wyoming, hereinafter referred to as "Pine Haven"; all of which are agencies as defined in W.S. 16-1-103(a)(i) and are herein collectively referred to as "Participating Agencies"; witness the following Joint Powers Agreement between said participating agencies.

WHEREAS, the Participating Agencies desire to take advantage of the provisions of W.S. 16-1-102 et seq. the Wyoming Joint Powers Act; and

WHEREAS, the Participating Agencies desire to study and make recommendations concerning solid waste in Crook County and within the municipalities in Crook County; and

WHEREAS, pursuant to W.S. 18-11-101 Solid Waste Disposal Districts; 18-3-521 Appropriation to encourage industrial development; advertising county resources; 15-1-103 General Powers of governing bodies; 15-1-111 Appropriation for advertisement of resources authorized; exceptions; 35-11-501 et seq. Solid Waste Management; and the Wyoming Environmental Quality Solid Waste Rules and Regulations the Participating Agencies are authorized to make appropriations for advertising resources and furthering industrial development that includes the handling and disposal of solid waste required by industry, commerce and residences; and

WHEREAS, the Participating Agencies understand that appropriated funds shall not be for the express aid of any private citizen, firm or corporation; and the Participating Agencies recognize the prohibition against loaning or giving their credit or making donations to or in aid



of any individual, association or corporation, except for necessary support of the poor, and the prohibition against owning capital stock of any association or corporation as contained within the Constitution of the State of Wyoming, Article 16, Section 6; and

WHEREAS, the Participating Agencies may desire to study how to develop a comprehensive plan for the handling and disposal of solid waste required by industry, commerce and residences throughout Crook County; and

WHEREAS, the Participating Agencies desire to identify the potential resources for dealing with the handling and disposal of solid waste required by industry, commerce and residences throughout Crook County; and

WHEREAS, the Participating Agencies believe it is desirable to create a forum to facilitate an integrated effort to dealing with the handling and disposal of solid waste required by industry, commerce and residences and by all agencies, public and private; and

WHEREAS, the Participating Agencies desire, pursuant to W.S. 16-1-102 et seq., to create and form a Joint Powers Agreement between the Participating Agencies to be known as the Crook County Solid Waste Joint Powers Agreement hereinafter referred to as the "Board" to conduct and perform the planning of, and making recommendations to the governing bodies of each Participating Agency for the study of how to develop a comprehensive plan for dealing with the handling and disposal of solid waste required by industry, commerce and residences throughout Crook County, and the steps necessary to accomplish the plan, and handling solid waste throughout Crook County, Wyoming.

## IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

### SECTION I.

#### Creation

1.1 In accordance with, and pursuant to the provisions of the Wyoming Joint Powers Act, W.S. 16-1-102- 109, the County, Sundance, Hulett, Moorcroft, and Pine Haven, pursuant to Resolutions duly adopted by their respective governing bodies have approved this Joint Powers Agreement providing that a Joint Powers Board be, and hereby is, created and established by and between all the Participating Agencies, to be designated, and known as the "Crook County Solid Waste Joint Powers Board." The Joint Powers Board shall constitute a separate body corporate and politic and legal entity, separate and distinct from the Participating Agencies.

### SECTION II.

#### Purpose

2.1 The purpose of this agreement and the Joint Powers Board created hereunder is to provide the following:

2.1.1 To study and make recommendations concerning solid waste in Crook County and within the municipalities in Crook County;



2.1.2 To provide a joint and cooperative method for the planning for the disposal of solid waste and obtaining fund to do so;

2.1.3 To furthering industrial development that includes the handling and disposal of solid waste required by industry, commerce and residences;

2.1.4 To develop a comprehensive plan for the handling and disposal of solid waste required by industry, commerce and residences throughout Crook County;

2.1.5 To identify the potential resources for dealing with the handling and disposal of solid waste required by industry, commerce and residences throughout Crook County; and

2.1.6 To create a forum to facilitate an integrated effort to dealing with the handling and disposal of solid waste required by industry, commerce and residences by all public agencies and private persons and entitites.

2.2 At the discretion, and with the mutual consent of the governing bodies of the Participating Agencies, this Agreement may be amended at a later date to authorize the Joint Powers Board to conduct other activities necessary or incidental to the above-described purposes.

### SECTION III.

#### Effective Date of Agreement

3.1 This Agreement shall become effective when it has been (1) approved by Resolution of the governing body of each Participating Agency; (2) duly executed and delivered by each Participating Agency; (3) approved by the Wyoming Attorney General; and (4) filed with the Clerk of each Participating Agency and the Secretary of State.

### SECTION IV.

#### Duration of Agreement

4.1 This Agreement and the Joint Powers Board shall be of perpetual duration. This Agreement and the Joint Powers Board may, however, be dissolved and terminated by concurring action of the governing bodies of each Participating Agency; provided that this Agreement and the Joint Powers Board created hereunder shall not be dissolved or terminated so long as any outstanding financial obligations of the Joint Powers Board remain unpaid or adequate provisions for payment thereof has not been made.

### SECTION V.

#### Organization of the "Crook County Solid Waste Joint Powers Board"

5.1 The Joint Powers Board created by this Agreement shall constitute a separate body corporate and politic, and legal entity separate and distinct from the Participating Agencies.

5.2 Composition of Board - The Joint Powers Board shall consist of five (5) members, all of whom shall be qualified electors of Crook County, Wyoming. Membership,



shall include one appointee of each of the following governmental bodies: the Sundance City Council, the Crook County Board of County Commissioners, the Hulett Town Council, the Moorcroft Town Council and the Pine Haven Town Council. These five (5) members shall be selected in a manner determined by each participating agency.

5.3 Appointment and Term - The initial appointments to the Joint Powers Board shall be made by the governing bodies of the Participating Agencies within thirty (30) days after the Attorney General of the State of Wyoming has approved this Agreement.

5.3.1 One third of the initial Board members shall serve for a one (1) year term; One third of the initial Board members shall serve for a two (2) year term; and the remainder of the initial Board Members shall serve for a three (3) year term. The initial terms shall be determined at the first meeting of the Joint Powers Board by the casting of lots.

5.3.2 Thereafter, each member, except those appointed to fill a vacancy, shall be appointed for a term of three (3) years from the date of the expiration of the term for which their predecessor was appointed. The terms of the appointment shall run through June 30 and any reappointment will commence on July 1.

5.3.3 Notwithstanding the foregoing, each member shall continue as such until his successor is appointed.

5.4 Vacancies - A vacancy occurring on the Board, whether the result of resignation submitted in writing, death, removal, disability, or for any other reason determined by the Board, shall be filled by the second regular meeting following the vacancy occurring by appointment by the Participating Agency which appointed the member with respect to whom the vacancy occurred. The appointment shall be for the unexpired portion of the term of the member who was replaced.

5.5 Removal - Members of the Joint Powers Board may be removed by the governing bodies of the Participating Agencies with or without cause, which appointed the member.

5.6 Incompatible Office Holding - It is not an incompatible office holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission of political subdivision to be a member of the Joint Powers Board.

5.7 Organizational Meeting - Promptly following appointment of its members, the "Crook County Solid Waste Joint Powers Board" shall meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. At its organizational meeting, the Joint Powers Board shall adopt Bylaws for the regulation and government of its affairs and specify the powers, duties and responsibilities of the elected officers. The secretary of the Joint Powers Board shall notify the Participating Agencies of the Board's organization and shall file a certificate with the County Clerk and the Secretary of State showing its organization. Upon filing the certificate, the Joint Powers Board shall automatically become a body corporate and politic, and a public corporation with authority to represent the County of Crook, the City of



Sundance, the Town of Hulett, the Town of Moorcroft and the Town of Pine Haven for the purposes, and to the extent set forth in this Agreement, with power to sue and be sued.

5.8 Meetings - The " Crook County Solid Waste Joint Powers Board" shall meet at the call of the Chairman or within five (5) days after an oral or written request of a majority of the board members and as otherwise provided in the Bylaws or by Resolution of the Board, but in any event, not less than once every three (3) months.

5.9 Quorum - A majority of the members of the Board excluding vacant memberships shall constitute a quorum for the transaction of business. All actions of the Board shall require an affirmative vote of a majority of the appointed members present at the meeting.

5.10 Personal Liability - No individual member of the "Crook County Solid Waste Joint Powers Board" shall be personally liable for any actions or procedure of the Board, nor for any of its debts, liabilities or contracts.

5.11 Compensation - When actually engaged in the performance of their duties; members of the Joint Powers Board shall receive no compensation.

#### SECTION VI.

#### Powers and Duties of "Crook County Solid Waste Joint Powers Board"

6.1 In exercising, performing or carrying out any power, privilege, authority, duty or function of this Agreement, the Joint Powers Board, within the limits of its authority and available funds, may exercise and enjoy the following powers, privileges and authority:

- a) Sue and be sued.
- b) Employ technical, legal, administrative and clerical assistance and engage the services of research and consulting agencies.
- c) Utilize the services of any officer or employee of a Participating Agency with the approval of the governing body of the Agency.
- d) Act as physical manager to manage the finances of the project which is the purpose of this Agreement and to receive monies and make disbursements for the project and to set up any necessary sinking funds, reserve funds or building funds for the use of the project.
- e) Acquire, construct, hold, convey, lease, rent, mortgage, pledge and manage property, real and personal, including services for the benefit of its Participating Agencies, either alone or jointly with public or private agencies, institutions, persons or corporations.
- f) Enter into agreements with the United States, any state or political subdivision thereof and any public or private agency, institution, person or corporation for the performance



of acts or furnishings of the services or facilities by or for the Joint Powers Board as are authorized by law.

g) Accept any Federal, State, or private gift, donation, bequest or devise of money, property or services.

h) Insure against loss or destruction of property and liability for personal injury, property damage and wrongful acts.

i) Incur debt, liabilities or obligations and borrow money and from time to time make, accept, endorse, execute, issue and deliver bonds, notes and other evidence of indebtedness of the Board for monies borrowed or in payment for property acquired or for any other purpose of the Board, and secure the payment of such obligations by mortgage, pledge, deed indenture, agreement or other collateral instrument, or by other lien upon, pledge or assignment of or agreement in regards to all or any part of the revenues, properties, rights, assets, contracts, easements and privileges of the Board wherever situated.

j) Fix, maintain, revise fees, rates and charges for functions, commodities, services or facilities provided by the Board.

k) Exercise any other powers which could be exercised by the Participating Agencies which are essential, necessary, incidental, convenient or conducive to carrying out the purpose of this Agreement and all other powers and duties presently or hereafter enumerated in or reasonably implied from the Wyoming Joint Powers Act and the statutes of the State of Wyoming.

m) To conduct and perform the planning of, and making recommendations to the Governing Bodies of each Participating Agency for the comprehensive planning to provide programs and policies for the handling and disposal of solid waste required by industry, commerce and residences.

n) Utilize the services of any officer or employee of a Participating Agency with the approval of the governing body of the Agency.

o) Exercise any other powers which are essential, necessary, incidental, convenient or conducive to carrying out the purpose of this Agreement and all other powers and duties presently or hereafter enumerated in or reasonably implied from this Cooperative Agreement.

p) Exercise any power authorized by law to any of the Participating Agencies that deals with the handling and disposal of solid waste required by industry, commerce and residences within Crook County, Wyoming.



6.2 The "Crook County Solid Waste Joint Powers Board" shall:

- a) Keep minutes of all meetings at which official action is taken, as well as financial records. Such minutes and records shall be public records.
- b) Fix the time and place of regular meetings, provided that a regular meeting shall be held at least once every three (3) months.
- c) Cooperate with and solicit the advice, counsel and recommendations of the respective governing bodies of the Participating Agencies.
- d) Keep the governing bodies of the Participating Agencies advised as to its progress and shall promptly furnish information, statistics and reports under its control concerning its activities and finances annually, or upon request of the Participating Agencies.

#### SECTION VII Ownership of Assets

7.1 Title to the "Crook County Solid Waste Joint Powers Board" and all property purchased or otherwise acquired by the Joint Powers Board, whether real or personal, tangible or intangible, contract rights in connection therewith, or improvements made thereto, shall be vested in and remain with the Joint Powers Board. Such property will not be set over or alienated in any manner while any bonds or other obligations of the Joint Powers Board issued in connection therewith are outstanding, except in the regular course of business or as security for the payment of the principal of and premium and interest on such bonds or obligations without the written consent of all Participating Agencies.

7.2 In the event of partial or complete dissolution or liquidation of the Joint Powers Board, or in the event of any other distribution of assets, facilities, improvements or other property of the Board to Participating Agencies, each Participating Agency shall be determined to have an ownership interest and or right to share in the distribution equivalent to the ratio of value of funds or assets contributed or paid by that Participating Agency to the value of funds and assets contributed by all Participating Agencies.

7.3 In the event that any property is acquired by the Board in any manner that the ownership interest, right or reversion or remainder interest of a Participating Agency in such property will be otherwise than is set forth in this Section, the Board shall set forth this fact in writing at the time the asset or property is acquired.

#### SECTION VIII. Financing

8.1 Any joint project consisting of property or improvements or an interest therein to be owned by the "Crook County Solid Waste Joint Powers Board" undertaken pursuant to this



Agreement may be financed by Resolution of the Board;

a) By contribution of funds from one or more Participating Agencies which would be available to each agency if proceeding individually;

b) By gift, donations or grants of Federal, State, foundations, corporations, individuals and or agencies money.

8.2 The Board shall not encumber or obligate the Board or any of the Participating Agencies for any financial obligation except with funds previously provided to the Board or raised by the fundraising efforts of the Board.

#### SECTION IX. Annual Budget

9.1 The Board shall prepare and submit to each Participating Agency, not later than ninety (90) days prior to the commencement of each fiscal year, other than the initial fiscal year, an itemized annual budget which shall set forth in reasonable detail the estimated receipts and expenditures relating to the Board and its proposed annual operation and acquisitions during the year.

9.2 The Board shall not approve or adopt a final budget, until, such time as each of the Participating Agencies have had an opportunity to review the initial proposed budget and offer comments and suggestions. Each Participating Agency shall deliver any comments and or suggestions regarding the initial proposed annual budget to the Board and all other Participating Agencies within thirty (30) days after receipt of the initial proposed budget. The Board shall review and consider the offered comments and suggestions and may modify the initial proposed annual budget without providing further additional time for comments and suggestions for the Participating Agencies. No final budget may be approved before sixty (60) days after the initial proposed annual budget was first submitted to the Participating Agencies.

#### SECTION X. Additional Participating Agencies

10.1 Additional Agencies as defined in the Act, W.S. 16-1-103(a)(i), may be added as Participating Agencies under the provisions of this Agreement upon such terms and conditions, including equity capital contributions, if required, as the Board shall from time to time establish and determine. The addition of a Participating Agency shall be evidenced in writing by the appropriate amendment to this Agreement. The additional participation shall not be effective until there has been completed or performed all conditions of the Act required to make effective the addition of a Participating Agency as a party to a Joint Powers Agreement.





## SECTION XI.

### Committees

11.1 There may be the following non-voting standing advisory committees to provide recommendations, suggestions and counsel to the Joint Powers Board in the manner set forth in the By-Laws.

11.2 Additional committees may be formed as needed by the Joint Powers Board.

## SECTION XII

### Termination, Partial Termination, Dissolution and Distribution

12.1 A Participating Agency may withdraw from this Agreement and the terms thereof and cease to be a Participating Agency by providing written notice to the Board not less than one hundred and eighty (180) days prior to the time the withdrawal is to become effective. No such withdrawal by any Participating Agency shall relieve that Participating Agency of any obligation to pay the Board its pro rata share of the outstanding debts and obligations of the Board in existence or committed to as of the date of notification unless otherwise agreed in writing by all Participating Agencies.

12.2 In the event of a complete dissolution of the Board, after satisfaction of all debts and obligations of the Board, the Joint Powers Board shall convey all of its right, title and interest in all projects, assets and property specifically acquired and financed by it, to the Participating Agencies as their respective membership interest require. If prior to termination of the Joint Powers Board, a Participating Agency has incurred any actual cost or expenses which the Board agreed in writing to reimburse, the Agency entitled to reimbursement shall be compensated prior to distribution of any assets to Participating Agencies.

12.3 In the event one of the Participating Agencies terminates its membership the remaining Participating Agencies shall determine whether or not to continue to remain a Joint Powers Board through the amendment of this agreement.

## SECTION XIII

### Indemnity of Members and Officers

13.1 No individual member of the Joint Powers Board shall be personally liable for any actions, proceedings, debts, liabilities or contracts of the Board.

13.2 Each member or officer of the Joint Powers Board, whether or not then in office, shall be indemnified by the Board against all costs and expenses including attorney's fees actually and necessary incurred by him in connection with the defense of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his being or having been such member or officer, except the Board shall not be required to indemnify him in relation to matters as to which he shall be finally adjudicated in such action,



suit or proceeding to be liable for willful or wanton negligence or intentional misconduct in the performance of duty. Such cost and expenses including attorney's fees shall include amounts reasonably paid in settlement for the purpose of curtailing the cost of litigation, but only if the Board determines the person indemnified did not commit such willful or wanton negligence or intentional misconduct in the performance of duty. The foregoing right of indemnification shall not be exclusive of other rights to which said member or officer may be entitled as a matter of law or by agreement.

SECTION XN.  
Limits of Liability

14.1 No Participating Agency shall be liable for any cost, debts, liabilities, damages, funding requirements, contracts or any other obligation of the Joint Powers Board, except as expressly agreed in writing by the Participating Agency.

SECTION XV.  
Execution of Documents

15.1 Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, employee or employees, to enter into any contract, or execute and deliver any instrument, check, draft, order for payment of money, and all bonds, notes or other evidence of indebtedness in the name and on behalf of the Board.

SECTION XVI.  
Information from Participating Agencies

16.1 Upon request, elected and appointed officers and employees of Participating Agencies shall promptly furnish the Joint Powers Board information, statistics and reports under their control and shall otherwise fully cooperate with the Joint Powers Board.

SECTION XVII.  
Severability

17.1 The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstances is determined by a Court of competent jurisdiction to be invalid, such invalidity shall be limited to such person, circumstances, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given affect without the invalid provision or application.

IN WITNESS WHEREOF, the Participating Agencies have caused this Agreement to be made and executed on the respective undersigned date, in accordance with the authorizations contained and Resolutions, Ordinances or motions duly adopted by the Board of County Commissioners in and for Crook County, WY, the City Council of the City of Sundance, the Town Councils of the Towns of Hulett, Moorcroft and Pine Haven all of Crook County, WY.



ADOPTED AND APPROVED by the Board of County Commissioners on may 3, 2016.

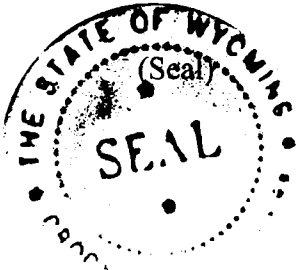
BOARD OF COUNTY COMMISSIONERS IN AND FOR CROOK COUNTY

BY Kelly B Dennis  
KELLY B. DENNIS, CHAIRMAN



State of Wyoming }  
County of Crook }

Signed or attested before me on may 3, 2016 by Kelly B. Dennis, Chairman on behalf of and as authorized by the Board of Crook County Commissioners.



Linda Fritz  
LINDA FRITZ, CROOK COUNTY CLERK  
My commission expires: January 7, 2019

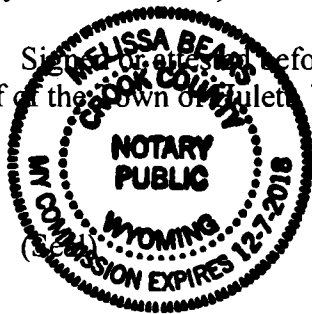
ADOPTED AND APPROVED by the Town Council on 4-6, 2016.

TOWN OF HULETT, STATE OF WYOMING

Vivian Odell, Mayor  
Vivian Odell, Mayor

State of Wyoming }  
County of Crook }

Signed or attested before me on April 13, 2016 by Vivian Odell, Mayor on behalf of the Town of Hulett, Wyoming.



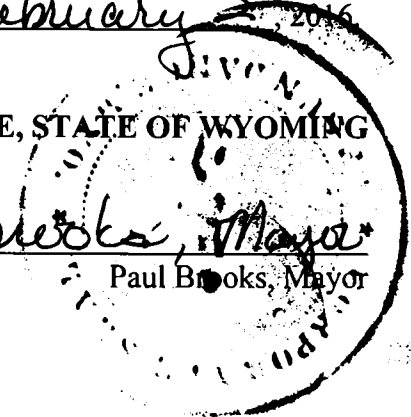
Melissa Bears  
Melissa Bears, Town Clerk  
My commission expires: 12-7-2018



ADOPTED AND APPROVED by the City Council on February 2, 2016

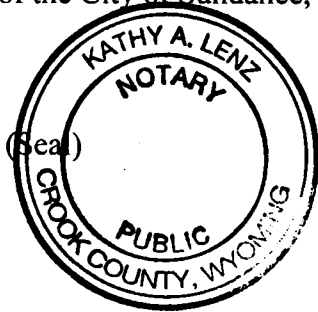
CITY OF SUNDANCE, STATE OF WYOMING

Paul Brooks, Mayor  
Paul Brooks, Mayor



State of Wyoming }  
County of Crook }

Signed or attested before me on March 1, 2016 by Paul Brooks, Mayor on behalf of the City of Sundance, Wyoming.



Kathy A. Lenz  
Kathy Lenz, City Clerk  
My commission expires: 10-05-2019

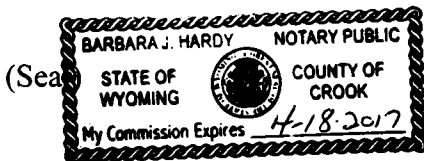
ADOPTED AND APPROVED by the Town Council on March 8, 2016.

TOWN OF PINE HAVEN, STATE OF WYOMING

Larry Suchor  
Larry Suchor, Mayor

State of Wyoming }  
County of Crook }

Signed or attested before me on March 8, 2016 by Larry Suchor, Mayor on behalf of the Town of Pine Haven, Wyoming.



Barbara Hardy  
, Town Clerk  
My commission expires: 4-18-2017



ADOPTED AND APPROVED by the Town Council on 3/14, 2016.

TOWN OF MOORCROFT, STATE OF WYOMING

[Signature]  
Steve Sproul, Mayor

State of Wyoming }

County of Crook }

Signed or attested before me on March 14, 2016 by Steve Sproul, Mayor on behalf of the Town of Moorcroft, Wyoming



Cindy R. Hubble  
deputy, Town Clerk-Treasurer  
My commission expires: July 2, 2019

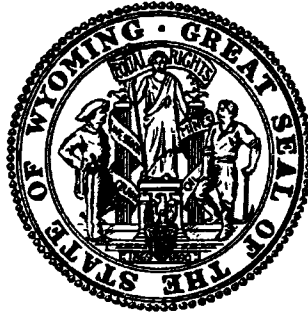
APPROVAL BY ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed this "Crook County Solid Waste Joint Powers Board" Joint Powers Agreement and determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement itself.

Approved this 1st day of June, 2016

[Signature]  
Attorney General, State of Wyoming

6.6.2016



# Office of the Attorney General

**Governor**  
Matthew H. Mead

**Attorney General**  
Peter K. Michael

Tort Litigation Division  
Kendrick Building  
2320 Capitol Avenue  
Cheyenne, Wyoming 82002  
307-777-6886 Telephone  
307-777-8920 Fax

**Chief Deputy Attorney General**  
John G. Knepper

**Division Deputy**  
John D. Rossetti

June 2, 2016

Joseph M. Baron  
County and Prosecuting Attorney  
P.O. Box 397  
Sundance, Wyoming 82729

Re: Crook County Solid Waste Joint Powers Agreement

Dear Mr. Baron:

Enclosed please find a signed original of the above-referenced agreement approved by the Attorney General.

If you have any questions, please feel free to contact me at 307-777-6990.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin M. Nuss".

Kristin M. Nuss  
Senior Assistant Attorney General

Enclosure