

**CROOK COUNTY SOLID WASTE ADVISORY COMMITTEE
COOPERATION AGREEMENT**

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

THIS COOPERATION 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 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"; 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"; 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", all of which are agencies set forthin W.S. 16-1-101 are herein collectively referred to as "Participating Agencies"; witness the following Cooperative Agreement between said participating agencies.

WHEREAS, the Participating Agencies desire to take advantage of the provisions of Wyoming Statute 16-1-101 Authority to cooperate; 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 Wyoming Statutes 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; 35-11-501et seq. Solid Waste Management; and the Wyoming Enviomental 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. 16-1-101, to create and form a Cooperative Agreement between the Participating Agencies to be known as the Crook County Solid Waste Advisory Committee hereinafter referred to as the "Committee" to conduct and perform the planning of, and making recommendations to the governing bodies of each Participating Agency for the study 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

WHEREAS, it is not intended for the " Crook County Solid Waste Advisory Committee " to receive or retain any funds; and

WHEREAS it is the intent of the Committee to have additional members from the private sector, to be known herein as "Participating Agencies" now therefore,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

SECTION I.

Creation

1.1 In accordance with, and pursuant to the provisions of W.S. 16-1-101 the Participating Agencies pursuant to motion, resolutions or ordinance duly adopted by their respective governing bodies have approved this Cooperative Agreement providing that the Committee is, created and established by and between all the Participating Agencies, to be designated, and known as the "Crook County Solid Waste Advisory Committee." The Committee shall not constitute a separate body corporate and politic and legal entity, separate and distinct from the Participating Agencies, but shall be limited to the purposes state herein.

SECTION II.

Purpose

2.1 The purpose of this cooperative agreement is to conduct and perform the planning of, and making recommendations to the Participating Agencies for the expenditure of economic development funds according to law, and to develop and implement a comprehensive plan to provide programs and policies for economic development.

2.2 At the discretion of, 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 Committee 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 Motion, Resolution or Ordinance of the governing body of each Participating Agency; (2) duly executed and delivered by each Participating Agency; and filed with the Clerk of each Participating Agency.

SECTION IV.

Duration of Agreement

4.1 This Agreement shall be of perpetual duration.

4.2 This Agreement may, however, be dissolved and terminated by concurring action of all of the governing bodies of each Participating Agency or the County.

4.3 Any Participating Agency may withdraw from this Agreement at any time by motion, resolution or ordinance of their governing body.

SECTION V.

Organization of the "Crook County Solid Waste Advisory Committee"

5.1 The Committee created by this Agreement shall be organized according to this agreement.

5.2 Composition of Committee - Membership shall include the following appointees or their designees from the Participating Agencies. There shall one (1) member from each Participating Agency. Members should have some knowledge or expertise in the handling and disposal of solid waste required by industry, commerce and residences, but it is not required. Each Participating Agency shall select one (1) member as it sees fit.

5.3 Appointment and Term - The initial appointment of members to the Committee shall be made by the Participating Agency upon approval of the Agreement. The Participating Agency may determine the term of their member as they see fit.

5.4 Vacancies - The Participating Agency shall declare any vacancy of their member and determine how to fill their vacancy.

5.5 Removal - Members of the Committee may be removed by their respective governing body upon the recommendation of the Committee; and any Participating Agency can remove their member for any reason.

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 Committee.

5.7 Organizational Meeting - The Committee shall meet, organize and elect from its membership a chairman, vice-chairman, and secretary- treasurer. At its organizational meeting, the Committee may adopt Bylaws for the regulation and government of its affairs and specify the powers, duties, and responsibilities of the elected officers.

5.8 Meetings - The Committee meet at the call of the Chairman or within five (5) days after an oral or written request of a majority of the members and as otherwise provided in the Bylaws, but in any event, not less than once every six (6) months. Members may appear at a meeting by electronic means such as telephone or video conference.

5.9 Quorum - Three (3) members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require an affirmative vote of a majority of the members present at the meeting. Members may provide written proxies to other members that are good for one (1) meeting.

5.10 Personal Liability - Each member shall be covered from their own employer or Participating Agency.

5.11 Compensation - Members shall not receive compensation or travel expenses from the Committee. Each Member shall be paid compensation or travel expenses from their own employer or Participating Agency.

SECTION VI. Powers and Duties of the Committee

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

- a) 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.
- b) Obtain 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) 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.

6.2 The Committee shall:

- a) Keep minutes of all meetings at which official action is taken, as well as financial records, if any. Such minutes and records shall be sent to each Participating Agency and are public records.
- b) Fix the time and place of regular meetings, provided that a regular meeting shall be held at least once every six (6) 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 The Committee will not own or operate any facilities.

SECTION VIII.
Financing

8.1 The Committee will not receive or contribute funds.

SECTION IX.
Annual Budget

9.1 The Committee will not have an annual budget.

SECTION X.
Additional Participating Agencies

10.1 Additional Agencies as set forth in W.S. 16-1-101, and other private entities may be added as Participating Agencies under the provisions of this Cooperative Agreement upon the terms of this Cooperative Agreement.

SECTION XI.
Committees

11.1 The Committee may appoint advisory committees to provide recommendations, suggestions, and counsel to the Committee.

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 Committee not less than sixty (60) days prior to the time the withdrawal is to become effective.

12.2 In the event one of the Participating Agencies terminates its membership the Cooperative Agreement shall remain in effect until all of the Participating Agencies have withdrawn from the Agreement and Committee.

SECTION XIII
Indemnity of Members and Officers

13.1 Each member of the Committee shall be covered by their employer or Participating Agency.

SECTION XIV.
Limits of Liability

14.1 Each member of the Committee shall be covered to the limits set forth by their employer or Participating Agency.

SECTION XV.
Execution of Documents

15.1 The Committee may not authorize any member 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 Committee.

SECTION XVI.
Information from Participating Agencies

16.1 To the extent authorized by Wyoming law, upon request, elected and appointed officers and employees of Participating Agencies shall promptly furnish the Committee information, statistics and reports under their control and shall otherwise fully cooperate with the Committee, provided however, the Participating Agencies shall not be required to release any information that is either privileged or protected from release to third parties as required under Wyoming law pertaining to the release of information by said Participating Agencies.

SECTION XVII.
Severability

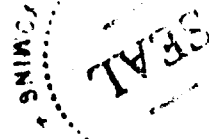
17.1 The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Cooperative Agreement or its application to any person or circumstances is determined by a Court of competent jurisdiction to be invalid, such invalidity shall be limited to such person, circumstances, 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 Cooperative Agreement to be made and executed on the respective undersigned date, in accordance with the authorizations contained and Motion, Ordinance or Resolutions duly adopted by the Board of County Commissioners of the County of Crook, Wyoming, the Councils of the Towns of Hulett, Moorcroft, Pine Haven and City of Sundance.

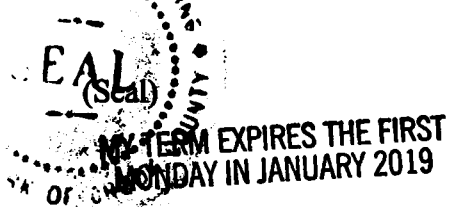
BOARD OF COUNTY COMMISSIONERS INAND FOR CROOK COUNTY, WY

BY Kelly B. Dennis
KELLY B. DENNIS, CHAIRMAN

State of Wyoming }
 }
County of Crook }



Signed or attested before me on October 6, 20 15 by Kelly B. Dennis, Chairman on behalf of the Board of Crook County Commissioners.



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

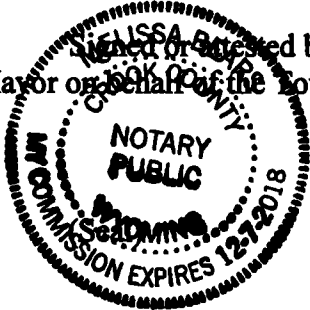
ADOPTED AND APPROVED on Oct. 7, 2015.

TOWN OF HULETT, STATE OF WYOMING

Vivian Odell, Mayor
Vivian O'Dell, Mayor
Odell

State of Wyoming }
County of Crook }

Signed or attested before me on Oct 7, 2015 by Vivian Odell,
Mayor on behalf of the Town of Hulett, Wyoming.



Melissa Bears
Melissa Bears, Town Clerk
My commission expires: 12.7.2018

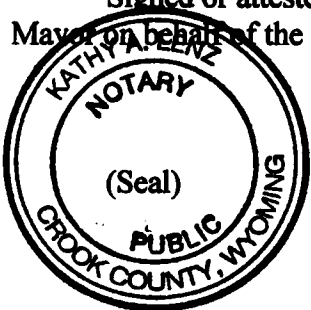
ADOPTED AND APPROVED on October 5, 2015.

CITY OF SUNDANCE, STATE OF WYOMING

Paul Brooks, Mayor
Paul Brooks, Mayor

State of Wyoming }
County of Crook }

Signed or attested before me on October 6, 2015 by Paul Brooks,
Mayor on behalf of the City of Sundance, Wyoming.



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

ADOPTED AND APPROVED on October 13, 2015.

TOWN OF PINE HAVEN, STATE OF WYOMING

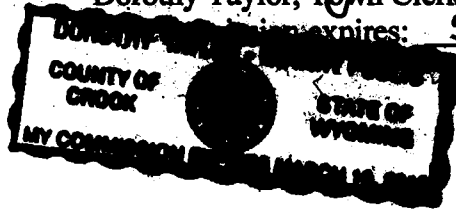
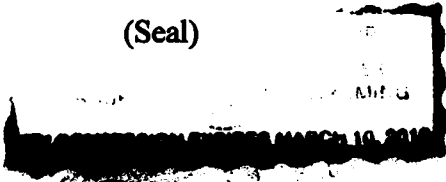
Larry Suchor
Larry Suchor, Mayor

State of Wyoming }
County of Crook }

Signed or attested before me on 10-13, 2015 by Larry Suchor, Mayor on behalf of the Town of Pine Haven, Wyoming.

Dorothy Taylor
Dorothy Taylor, Town Clerk

(Seal)



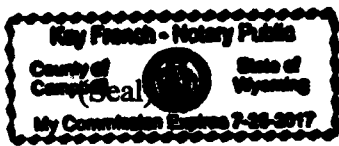
ADOPTED AND APPROVED on September 28th, 2015.

TOWN OF MOORCROFT, STATE OF WYOMING

Steve Sproul
Steve Sproul, Mayor

State of Wyoming }
County of Crook }

Signed or attested before me on Sept. 28, 2015 by Steve Sproul, Mayor on behalf of the Town of Moorcroft, Wyoming



Kay French
Kay French, Town Clerk-Treasurer
My commission expires: 7-25-17