

**NOTICE - SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
WILL MEET IN REGULAR SESSION  
Tuesday, April 16, 2013 at 8:30 a.m.  
Commissioners Meeting Room  
Tentative and Subject to Change**

**PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME**

**PRELIMINARY**

**8:30** CALL TO ORDER  
QUORUM PRESENT  
PLEDGE OF ALLEGIANCE  
APPROVAL OF AGENDA  
APPROVAL OF MINUTES: 4-2-13

**ACCEPTANCE OF BILLS**

Approval of County Vouchers/Warrants  
Approval of Monthly Statements  
Approval of Bonds

**COMMISSIONER COMMENTS/REPORTS**

**8:40**

**COUNTY RESIDENT CONCERNS**

**9:30**

**ACTION/PRESENTATION ITEMS**

**9:40** Request to Delete Three Positions and Add One Position

**9:50** Request to Re-Staff Vacant Positions

**10:00** Request to Re-Staff Wamsutter Patrol Deputy Vacant Position

**10:10** Approval of Homeland Security Grant Purchase

**10:15** Approval of the County Wide Consensus Block Grant Joint Resolution (#SWBFY13/14-2)

**10:25** Approval of the FY 2013 Emergency Solutions Grant Certification for SW Wrap

**10:30** Resolution for Application of 2013 CMAQ Funds

**10:35** Fire Suppression Account

**10:50** Approval of 2013 Wildland Fire Management  
Annual Operating Plan

**11:05** Vehicle/Equipment Surplus Sale & Donation Request

**11:15** Certification of Nuisance Regulations

**11:30** Report on Sweetwater Downs & House Bill 25

**OTHER**

**11:45**

**EXECUTIVE SESSION(S) AS NEEDED**

**ADJOURN**

April 2, 2013  
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with Chairman Johnson, Commissioner Bailiff, Commissioner West and Commissioner Kolb present. Commissioner Don Van Matre was excused to attend the Uinta County Commissioners meeting to present the Veterans Services MOU. The meeting opened with the Pledge of Allegiance.

**Approval of Agenda**

Chairman Johnson entertained a motion to approve the agenda. *Commissioner Kolb moved to approve the agenda. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Approval of Minutes 3-19-13**

Commissioner Bailiff requested to clarify under his commissioner comments: *“regarding the loss of postal service in Reliance, questioned if a lock mailbox system would be permitted near the Reliance park”*. Commissioner Kolb requested clarification from the commission as to how much the county would contribute to the SkyWest subsidy. Following discussion, and not knowing the level of subsidy from the other entities, the commission concurred to discuss further during the next Board of County Commissioners meeting. Chairman Johnson entertained a motion to approve the minutes as modified. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no further discussion, the motion was approved unanimously.

**Acceptance of Bills**

**Approval of County Vouchers/Warrants, Bonds and Abates/Rebates**

Commissioner Kolb questioned the bonding companies marking the principal as elected versus appointed. County Clerk Dale Davis explained that he spoke with the bonding companies who advised that it makes no difference if the principal is elected or appointed. Chairman Johnson entertained a motion to approve as presented. *Commissioner Kolb moved to approve. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		889,540.60
53654	Amazon	Vet Services, Co Atrny, Shrf, Grants Admin, Road & Bridg	605.63
5	Bank Of The West	Shrf, Road & Bridg	300,497.41
6	Bridger Valley Electric Assn	Farson R & B	208.48
7	Capital Business Systems	Co Atrny	2,390.00
8	Centurylink	Grants Proj, Flt Veh Main, RS Off Bld A, Fire Marshal, Shrf, Juv Prob, GR Fcl Mt CH, Land Use, Coroner	439.91
9	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, GR Cir Court, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin	958.99
53660	Centurylink	Commiss, Clk, Treas, Assess, Juv Prob, IT Dept, Clk Dist Crt, GR Fcl Mt CH, Land Use, Road & Bridg, Comm Nur-Hom	1,446.79
1	Centurylink	Shrf, Co Atrny, GR Cir Court, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom, Vet Services	1,940.90
2	Centurylink	IT Dept	1,122.47
3	Centurylink	Elect	24.80
4	Centurylink	Shrf	70.95
5	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt, Purchasing, Road & Bridg, Fire Marshal	353.18
6	Home Depot Credit Service	GR Fcl Mt CH	104.26
7	Marlin Leasing	Gen Co Admin	3,877.56
8	Mountain West Business So	Juv Prob	30.00
9	Neopost Usa Inc	Gen Co Admin	529.50
53670	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Land Use, Clk Dist Crt	327.72
1	Paetec	GR Fcl Mt CH, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	355.08
2	Payment Remittance Center	Land Use, Comm Dev&Eng, Shrf Dtn Mnt	564.25

3	Payment Remittance Center	Clk, Elect, Land Use	244.50
4	Payment Remittance Center	Clk Dist Crt, Land Use	120.89
5	Payment Remittance Center	GR Fcl Mt CH	156.58
6	Payment Remittance Center	IT Dept	8.90
7	Payment Remittance Center	GR Fcl Mt CH, Comm Dev&Eng, Elect	298.11
8	Payment Remittance Center	Elect	99.84
9	Payment Remittance Center	Co Atrny, Grants Proj, Elect, Clk, GR Fcl Mt CH, Land Use	161.01
53680	Payment Remittance Center	Co Atrny, Shrf Dtn Mnt, Grants Proj, Elect, GR Fcl Mt CH, Comm Dev&Eng	5,196.21
1	Payment Remittance Center	IT Dept, Grants Proj, Elect, Shrf Dtn Mnt	6,765.36
2	Purchase Power	Shrf Dtn Mnt	3.58
3	Questar Gas	RS 333 Bdwy, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A, RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur	13,921.60
4	Rocky Mtn Power	GR Fcl Mt CH, RS Veh Maint, Thmpsn Bld A, JV 731 Bld D, RS Off Bld A, RS 333 Bdwy, Att Bld 731C	5,182.81
5	Satcom Global Fze	Coroner	136.32
6	Sweetwater Television Co	Shrf Emg Mgt	49.45
7	Union Telephone Company Inc	Co Atrny, Clk, Shrf Emg Mgt, Grants Admin, Assess, Road & Bridg, Clk Dist Crt, GR Fcl Mt CH, Land Use, Vet Services, Shrf	328.64
8	Union Telephone Company Inc	Assess, Commiss, IT Dept, Coroner, GR Fcl Mt CH, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Road & Bridg, Juv Prob, Coop Ext/4H	2,740.81
9	Union Telephone Company Inc	Shrf Dtn Mnt, Shrf	2,428.22
53690	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	1,072.00
1	Walmart Community/Gecrb-S	Shrf, Shrf Dtn Mnt	911.88
2	Wex Bank	Flt Veh Main, Road & Bridg	2,742.49
3	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt, Shrf	123.39
53694	Wyoming Waste Services -	RS Mnt/C Pur, RS Rd & Brdg	304.59
53742	Aflac	Gen Accts	2,544.28
3	Aflac - Group	Gen Accts	3,861.29
4	Axa Equitable	Gen Accts	300.00
5	Bank Of The West	Gen Accts	331,407.94
6	Cigna	Gen Accts, Employee Ben	11,518.33
7	Colonial Life & Accident	Gen Accts	108.20
8	Family Financial Educate	Gen Accts	361.00
9	Great-West Life & Annuity	Gen Accts	13,391.66
53750	Sweetwater County Insurance	Gen Accts, Employee Ben	247,388.56
1	Sweetwater County Section	Gen Accts	8,408.24
2	Sweetwater Federal	Gen Accts	4,380.00
3	United Way	Gen Accts	10.00
4	Valic	Gen Accts	6,017.00
5	Vision Service Plan	Gen Accts	4,093.48
6	Waddell & Reed Inc	Gen Accts	3,713.33
7	Wyoming Dept Of Workforce	Gen Accts, Clk	19,361.29
8	Wyoming Retirement System	Gen Accts	177,887.44
9	Wyoming Retirement System	Shrf	764.40
53760	058-Ncpers Group Life Ins	Gen Accts	1,744.00
1	Centurylink	Assess, Co Atrny, Grants Proj, GR Cir Court, GR Fcl Mt CH, Flt Veh Main, Human Resour, Purchasing, Grants Admin, Land Use, RS Off Bld A, Comm Nur-Hom	1,298.69
2	Centurylink	Commiss, Clk, Treas, Shrf, Juv Prob, IT Dept, Coop Ext/4H, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Shrf Emg Mgt, Fire Marshal	3,858.60
3	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH	566.64
4	Centurylink	Road & Bridg, Elect, Comm Dev&Eng, Grants Admin, Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	472.24
5	Rocky Mtn Power	GR Rd & Brdg, GR Wrhs Main	308.91
6	Wells Fargo	Shrf Dtn Mnt, Shrf	2.79
7	Wells Fargo	Shrf Dtn Mnt, Shrf	163.97
8	Wells Fargo	Shrf Dtn Mnt, Shrf	219.70
9	Wells Fargo	Shrf Dtn Mnt, Shrf	306.73
53770	Wells Fargo	Shrf Dtn Mnt, Shrf	831.35
1	Wells Fargo	Shrf Dtn Mnt, Shrf	6,449.90

2	Accreditation Audit & Risk	Shrf Dtn Mnt	1,590.00
3	Ace Hardware	GR Fcl Mt CH, Flt Veh Main, Road & Bridg	281.65
4	Ace Hardware #11263-C	GR Fcl Mt CH, Road & Bridg	242.40
5	Advanced Medical Imaging	Shrf Dtn Mnt	851.00
6	Airgas USA LLC	Road & Bridg	46.29
7	All Pro Turbo Lining	Road & Bridg, Flt Veh Main	1,764.00
8	Applied Logic Corporation	IT Dept	289.00
9	Auto Parts Unlimited	Flt Veh Main	58.74
53780	Autospa Inc	Shrf	28.56
1	Barnes Distribution	Flt Veh Main	323.07
2	Battery Systems	Flt Veh Main, Road & Bridg	417.05
3	Befus, Katelyn S	Assess	34.46
4	Behavioral Interventions	Grants Proj	113.66
5	Bennett Paint & Glass	GR Fcl Mt CH	56.00
6	Berkley Life & Health Ins	Intr Gv Pool	21,152.38
7	Bitter Creek Brewing	Co Atrny	75.04
8	Bob Barker Company Inc	Shrf Dtn Mnt	91.90
9	Boudreault, Denise	Vet Services	469.94
53790	Brady Industries LLC	GR Fcl Mt CH	2,316.80
1	C & J Enterprises	GR Fcl Mt CH	2,268.00
2	Card Integrators Corporation	Shrf	1,715.00
3	Carquest Auto Parts	Flt Veh Main, Road & Bridg	387.82
4	Carquest Auto Parts	Flt Veh Main, Road & Bridg	1,876.89
5	Carrier Corporation	Shrf Dtn Mnt, GR Fcl Mt CH	5,054.30
6	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	1,028.00
7	Chemical Testing Program	Coroner	199.00
8	Cigna	Human Svcs	18.24
9	City Of Rock Springs	Pmts to othr	848.66
53800	CJ Signs	Shrf	50.00
1	Climb Wyoming	Grants Proj	901.51
2	Communication Technologies	Shrf Dtn Mnt, Shrf, Shrf Emg Mgt	2,814.00
3	Copier & Supply Co Inc	Commiss, Clk, Vet Services, Purchasing, Assess, Shrf, Co Atrny, Clk Dist Crt	534.60
4	Copier & Supply Co Inc	Land Use, Clk Dist Crt, Fire Marshal, Purchasing, Shrf Dtn Mnt	1,413.90
5	Crystal Clean Inc	Shrf Dtn Mnt	119.00
6	Dell Marketing L P	Capital Proj, Purchasing, GR Fcl Mt CH, Comm Dev&Eng, Assess	19,799.27
7	Delta Dental	Intr Gv Pool	30,305.05
8	Department Of Transportation	Flt Veh Main	8.00
9	Dex Media West Inc	Vet Services	11.15
53810	Division Of Criminal Inve	Employee Ben	45.00
1	DJ's Glass	Road & Bridg, GR Fcl Mt CH	492.00
2	Eaton Investments Inc	Road & Bridg	1,529.07
3	Eda	Grants Proj	11,429.00
4	F B McFadden Wholesale Co	Shrf Dtn Mnt, Road & Bridg, Purchasing	419.78
5	F B McFadden Wholesale Co	Shrf Dtn Mnt	15,367.09
6	Fedex	Human Resour, Co Atrny, IT Dept	130.95
7	First Choice Ford	Flt Veh Main, Road & Bridg	2,882.08
8	Fremont Motor Rock Spring	Flt Veh Main, Road & Bridg	1,294.65
9	FSH Communications, LLC	Shrf Dtn Mnt	70.00
53820	G & K Services	Road & Bridg	514.68
1	Grainger	Shrf Dtn Mnt	28.80
2	Group Link.NET	IT Dept	1,372.75
3	Hi-Rocky Supply Inc	Road & Bridg	131.70
4	High Country Behavioral H	Vet Services	1,000.00
5	High Desert Polaris - KTM	Flt Veh Main	79.90
6	High Security Lock & Alarm	GR Fcl Mt CH	11.85
7	Holiday Inn Express - Cas	Grants Admin, Comm Dev&Eng	178.00
8	Homax Oil Sales Inc	Road & Bridg	41,415.35
9	Hose & Rubber Supply	Road & Bridg	119.85
53830	Howard Supply Company, LLC	Road & Bridg	736.10
1	IBS Incorporated	Flt Veh Main	65.84
2	Industrial Hoist And Crane	Road & Bridg	492.88
3	Industrial Solutions Inc	GR Fcl Mt CH	685.00
4	Industrial Supply	Road & Bridg	407.44
5	J & S Solar Products	Flt Veh Main	80.00
6	Jenny Service Co	Shrf Dtn Mnt	1,947.41
7	Kenworth Sales - Rock Spr	Road & Bridg	105.24
8	Kindred Hospital - Denver	Shrf Dtn Mnt	94,321.01
9	L & K Construction LLC	Pmts to othr	43.79
53840	Leibee Precision Machine	Flt Veh Main	50.00
1	Lincare Inc	Shrf Dtn Mnt	416.00
2	Linoma Software	IT Dept	720.00
3	Little America - Cheyenne	Commiss, Co Atrny	1,609.44
4	Macy's Truck Repair Inc	Road & Bridg	67.28
5	Manpower	GR Fcl Mt CH	2,825.00
6	McKee Foods Corporation	Shrf Dtn Mnt	1,178.26
7	Meadow Gold Dairy	Shrf Dtn Mnt	1,229.36

8	Med-Tech Resource Inc	Shrf	187.84
9	Memorial Hospital Of SW	Shrf, Shrf Dtn Mnt	7,309.00
53850	Mendenhall Equipment Co.	Shrf Dtn Mnt	1,660.79
1	Mollman, Debra	Grants Proj	67.75
2	Mountain States Fence Co	Shrf Dtn Mnt	21,598.00
3	Mountain States Supply Co	GR Fcl Mt CH	425.95
4	Napa Auto Parts Unlimited	Road & Bridg	99.10
5	National Business Systems	Treas	1,500.00
6	Nicholas & Company	Shrf Dtn Mnt	6,230.63
7	Norco Inc	Fire Marshal	560.00
8	Pacific Steel & Recycling	Flt Veh Main, Road & Bridg	173.67
9	Performance Overhead Door	Shrf Dtn Mnt	153.55
53860	PM Autoglass Inc	Flt Veh Main	945.00
1	Professional Systems Tech	Shrf Dtn Mnt	2,621.54
2	Quill Corporation	Road & Bridg, GR Fcl Mt CH, Shrf, Shrf Dtn Mnt, Flt Veh Main, Assess, Co Atrny, Purchasing, Grants Admin	582.75
3	Quill Corporation	Clk Dist Crt, Shrf Dtn Mnt, Grants Admin	698.54
4	RBM Enterprises Inc	Pmts to othr	25,652.91
5	Real Kleen Inc	Shrf Dtn Mnt	281.25
6	Rizzi, Steven	Shrf Emg Mgt	31.47
7	Rock Springs Newspapers Inc	Grants Proj	10.70
8	Rock Springs Sweetwater Co	RS SWC Airpt	218,159.00
9	Rock Springs, Green River	RS GR SWC Ds	180,499.00
53870	Rocky Mountain Propane	Farson R & B	1,389.98
1	Rocky Mountain Wash, LLC	GR Fcl Mt CH	37.00
2	Safety-Kleen Systems Inc	Road & Bridg	221.99
3	Sears Commercial One	Fire Marshal	299.99
4	Secretary Of State	Co Atrny	30.00
5	Shopko Hometown - Pharmacy	Shrf Dtn Mnt	11,781.37
6	Six States Distributors Inc	Road & Bridg	370.32
7	Skaggs Companies	Shrf Dtn Mnt, Shrf	327.79
8	Smyth Printing Inc	Clk Dist Crt	39.96
9	Snap On Tools	Road & Bridg	43.00
53880	Span Publishing Inc	Shrf	288.00
1	Staples Credit Plan	Co Atrny	79.96
2	Sterling Communications	Road & Bridg	690.60
3	Sunlite Service	Risk Mngmt	150.00
4	SW-Wrap	Grants Proj	4,186.50
5	SWCO Conservation District	Gen Co Admin, Conservation	13,467.56
6	Sweetwater Co Clerk Dist	Land Use	40.00
7	Sweetwater Co Recreation	Pmts to othr	7,332.76
8	Sweetwater Co School Dist	Grants Proj	3,366.05
9	Sweetwater County	Pmts to othr, Transport	67,626.25
53890	Sweetwater County Insurance	Human Svcs, Intr Gv Pool	32,962.72
1	Sweetwater Medics LLC	Shrf Dtn Mnt	2,725.00
2	Sweetwater Plumbing & Heat	GR Fcl Mt CH	68.00
3	Sweetwater Trophies	Shrf Dtn Mnt, Clk Dist Crt	19.12
4	Swick's Matco Tools	Flt Veh Main	245.08
5	Swisher Hygiene Franchise	Shrf Dtn Mnt	370.61
6	The Hon Company	Grants Proj	10,835.33
7	The Master's Touch LLC	Assess	7,500.00
8	The Sherwin-Williams Co	GR Fcl Mt CH	633.92
9	The Tire Den Inc	Flt Veh Main, Road & Bridg	1,070.02
53900	The Tire Den Inc	Flt Veh Main, Road & Bridg	11,674.15
1	The UPS Store - #3042	Shrf	9.95
2	Total Tech	IT Dept	4,003.00
3	Tri Air Testing Inc	Fire Marshal	145.00
4	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,200.00
5	Tyler Technologies Inc	Clk, Capital Proj	67,544.06
6	U S Foods Inc	Shrf Dtn Mnt	5,462.70
7	United Site Services Of N	RS R&B Lagoo	131.48
8	USFE Inc	Shrf Dtn Mnt	1,796.71
9	Vaughn's Plumbing & Heating	Shrf Dtn Mnt	250.00
53910	Viking-Cives Midwest Inc	Road & Bridg	11,295.00
1	Vision Service Plan	Human Svcs, Intr Gv Pool, Gen Accts	1,036.54
2	Waxie Sanitary Supply	GR Fcl Mt CH	3,082.05
3	WCADVSA	Shrf	75.00
4	West Payment Center	Co Atrny	1,115.34
5	Western Relief LLC	Shrf Dtn Mnt	235.00
6	Western Wyoming Community	Grants Proj	420.00
7	Western Wyoming Community	Purchasing	236.00
8	Western Wyoming Family Plan	Human Svcs	1,598.70
9	Whisler Chevrolet Company	Flt Veh Main	271.59
53920	Wyoming Dept Of Transportation	Capital Proj	1,024.68
1	Wyoming Fire Chiefs' Assn	Fire Marshal	100.00
2	Wyoming Machinery Company	Road & Bridg	1,977.25
3	Wyoming Machinery Company	Road & Bridg	25,735.54
4	Wyoming Pathology Inc	Coroner	1,200.00
5	Wyoming.COM	Road & Bridg	4.00
6	Young At Heart Senior Cit	Senior Cntrs, Grants Proj	19,209.20
7	Young At Heart Senior Cit	Senior Cntrs	9,409.79
8	Youth Home Inc	Human Svcs	16,750.00

9	YWCA Of Sweetwater County	Human Svcs	42,483.19
53930	Zanetti Prestige Collision	Shrf	1,216.51
1	Zumbrennen's American Car	Road & Bridg	75.60
GRAND TOTAL			3,256,587.85

The following unlisted warrants are payroll warrants: 53695 - 53741

The following bonds were placed on file:

Charles Barnum	SWCO Events Complex - Treasurer	\$10,000.00
Susan Carnes	Town of Wamsutter - Clerk Treasurer	\$50,000.00
Jonathan Raphael Lamb	Jamestown RioVista - Secretary/Treasurer	\$ 5,000.00
Michael L. Maes	Town of Superior - Treasurer	\$10,000.00

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TAXPAYER	TAX AMOUNT
XEROX	-9.40
AWISZUS ACCESSORIES	-31.76
AWISZUS ACCESSORIES	-33.84

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### Public Hearing

#### Budget Amendment - SWCO Events Complex

Chairman Johnson entertained a motion to remove the item from the table. *Commissioner Kolb moved to un-table the motion. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously. Accounting Manager Bonnie Phillips presented Resolution 13-04-CL-01. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Chairman Johnson entertained a motion to approve Resolution 13-04-CL-01, Sweetwater County Budget Amendment. *Commissioner Kolb moved to approve Resolution 13-04-CL-01. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

### RESOLUTION 13-04-CL-01 SWEETWATER COUNTY BUDGET AMENDMENT

WHEREAS, W.S. 16-4-111 requires the Board of County Commissioners to authorize any departure from the adopted budget for any Boards that are appointed by the County Commissioners,

WHEREAS, the Fair Board also known as the Sweetwater Events Complex is requesting to amend their financial budget ,

WHEREAS, the Sweetwater Events Complex has an approved financial budget for the fiscal year ending June 30, 2013 which provides total expenditures of \$4,433,114,

WHEREAS, it has been determined that the aforementioned budget needs to be amended within the 2012-2013 County Budget,

WHEREAS, the Notice of Public Hearing had been published in accordance with the regulations and rules governing the budget process and there were no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing on March 19, 2013,

BE IT THEREFORE RESOLVED: that the 2012-2013 fiscal year budget for Sweetwater Events Complex be amended to reflect the following budget change:

The entire budget be amended to total \$5,291,122

Dated at Green River, Wyoming this 2<sup>nd</sup> day of April, 2013.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

ATTEST:

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### **Commissioner Comments/Reports**

#### **Commissioner Bailiff**

Commissioner Bailiff reported that he attended the Parks and Recreation Board and the Ambulance Service Board meetings. Commissioner Bailiff further reported that he spoke with Fire Warden David Bottermiller to discuss the state of equipment, visited the shop mechanics, the sheriff's office and the court security officers. Commissioner Bailiff questioned the memo received from Deputy County Attorney Cliff Boevers relative to the county loaning money. Deputy County Attorney Cliff Boevers explained that the constitutional provision does not prohibit loaning to public entities; however, it does prohibit loaning to private entities.

#### **Commissioner West**

Commissioner West reported that he attended meetings for the Ambulance Service Board, met for the Health and Human Services building located at 333 Broadway, Rock Springs and spent time relative to Southwest Counseling's request to sign the HUD Agreement for the properties they placed bids on. Commissioner West further reported that he attended Southwest Counseling's Board meeting and noted that the Board of Health meeting has been rescheduled. Commissioner West noted that the cost of living index has increased. Commissioner West further reported that he attended the Finance and Audit committee meeting for Memorial Hospital of Sweetwater County and provided copies of the finance and audit report to the commission which showed Title 25. Commissioner West questioned if the commission would support amending the county budget for the hospital appropriation by whatever amount is left in the balance intended for Title 25. Following discussion, the commission unanimously supported the appropriation with the understanding that Sheriff Haskell be made aware due to one of the itemized line items being listed as public safety.

#### **Chairman Johnson**

Chairman Johnson reported that he was out of town for a period of time and extended his appreciation to Commissioner Van Matre for filling in as Acting Chairman during his absence. Chairman Johnson also extended his appreciation to Commissioner West for his assistance with the HUD Agreement for Southwest Counseling.

#### **Commissioner Kolb**

Commissioner Kolb reported that Capitol for the Day is proceeding forward. Commissioner Kolb noted that he spoke with one of the Campbell County Commissioners regarding the SkyWest subsidy and explained that the City of Green River had the subsidy on their agenda. Commissioner Kolb explained that he signed the HUD Agreement for Southwest Counseling and noted that the Events Complex meeting had been cancelled. Lastly, Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham, Human Resource Director Garry McLean, Public Works Director John Radosevich, Purchasing Manager Marty Dernovich and Accounting Manager Bonnie Phillips.

### **County Resident Concerns**

Chairman Johnson opened county resident concerns. Hearing no comments, the hearing was closed.

### **Action/Presentation Items**

#### **Approval of ES&S Hardware Maintenance & Software Maintenance & Support Services Contract**

County Clerk Dale Davis presented the Election Systems and Software, LLC Hardware Maintenance and Software Maintenance and Support Services contract. Following discussion, Chairman Johnson entertained a motion to approve the Election Systems and Software, LLC agreement as requested by the County Clerk and authorize the Chairman to sign. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

#### **Approval to Purchase Computers with Homeland Security Grants**

Sheriff Haskell requested authorization to purchase computers with Homeland Security grants. Following discussion, Chairman Johnson entertained a motion to authorize the purchase of the computers as presented by the Sheriff with Homeland Security grant money. *Commissioner Bailiff so moved.* With the lack of a second, the motion was defeated and the commission requested that procedures be followed and required that Grants Manager Krisena Marchal administer the grant for compliance purposes.

### **Break**

Chairman Johnson called for a 10 minute break.

#### **Notice of the SWCO Board of Equalization's Intent to Repeal Old Procedural Rules for Contested Case Hearings and to Adopt New Rules of Procedures**

Due to being ahead of schedule, Chairman Johnson requested that Deputy County Attorney Cliff Boevers present his item. Deputy County Attorney Cliff Boevers presented the notice of the Sweetwater County Board of Equalization's intent to repeal old procedural rules for contested case hearings and to adopt new rules of procedures. *Commissioner West moved to approve the request and authorize the Chairman to sign. Commissioner Kolb seconded the motion.* Following discussion, the motion was approved unanimously.

**Other**

**Seasonal Fire Warden**

Public Works Director John Radosevich requested authorization to hire six seasonal employees for the fire department, two for the road and bridge and one for the engineering department. Following discussion, Chairman Johnson entertained a motion to authorize Mr. Radosevich to move forward with the summer hire program. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**Resolution Endorsing Protest of the Lander Resource Management Plan**

Land Use Specialist Mark Kot presented Resolution 13-04-CC-02, a Resolution Endorsing Protest and Comments on the Proposed RPM and Final EIS for the BLM, Lander Field Office. Chairman Johnson entertained a motion to support Fremont County as requested with the Lander RMP re-protest and to have Mark prepare the document with all the commissioners' signatures. *Commissioner Kolb so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

**SWEETWATER COUNTY RESOLUTION 13-04-CC-02  
A RESOLUTION ENDORSING PROTEST AND COMMENTS ON THE PROPOSED RPM AND  
FINAL EIS FOR THE BLM, LANDER FIELD OFFICE**

WHEREAS, the United States Department of Interior, Bureau of Land Management, Lander Field Office is in the process of updating its Resource Management Plan (RPM) and Environmental Impact Statement (EIS) for the future management of public lands and resources administered by the Bureau of Land Management (BLM), Lander Field Office;

WHEREAS, the RMP and EIS process began with the Scoping Period on February 13, 2007;

WHEREAS, the Draft RPM and EIS was published in the Federal Register on September 09, 2011, beginning a 90 day comment period. The comment period was later extended until January 20, 2012;

WHEREAS, on February 22, 2013, the BLM published its Proposed RMP and Final EIS for the Lander Field Office, which is largely based on Alternate D of the Draft RPM and EIS;

WHEREAS, anyone who participated in the planning process for the Proposed RPM and Final EIS and has an interest that could be adversely affected by the Proposed RPM and Final EIS may protest said documents within 30 days of publication in the Federal Registry;

WHEREAS, the Select Committee on Federal Natural Resource Management of the Wyoming Legislature has submitted comments to the Proposed RMP and Final EIS, attached hereto and incorporated herein as Exhibit "A";

WHEREAS, the Fremont County Board of County Commissioners have submitted a protest of the Proposed RMP and Final EIS, attached hereto and incorporated as Exhibit "B";

WHEREAS, The Sweetwater County Board of County Commissioners find that the best interest and general welfare of the citizens of Sweetwater County would be served by endorsing and supporting Fremont County and the Select Committee On Federal Natural Resource Management in their respective protests and comments on the Proposed RPM and Final EIS.

NOW, THEREFORE, BE IT RESOLVED that the Sweetwater County Board of County Commissioners endorse and support the protests and comments submitted by Fremont County and the Select Committee on Federal Natural Resource Management regarding the Proposed RPM and Final EIS for the future management of public lands and resources administered by the Bureau of Land Management, Lander Field Office.

DATED this 2<sup>nd</sup> Day of April, 2013.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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Reid O. West, Member

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**Action/Presentation Items Continued**

**OEP (Questar Energy Production) Overview**

QEP General Manager - Pinedale Division Joe Redman, Director- Regulatory Affairs Mike Smith, Regional Manager - Regulatory Affairs Debbie Stanberry, Reservoir Engineering Manager Victor Eifealtd and Stakeholder Relations Advisor Lynn Welker presented a PowerPoint presentation on the overview of Questar Energy Production.

**Sexual Assault Awareness Month Proclamation**

**YWCA Sexual Assault Awareness Month Proclamation**

YWCA Executive Director Christie DeGrendele, YWCA Support and Safe House Director Lauren Schoenfeld, YWCA Board of Director President Margaret Gibbons, Green River Advocate and Supervisor Emily Gomez and AmeriCorps member Jennifer Chick were present to request support for the YWCA Sexual Assault Awareness Month Proclamation and request permission to display the banner in front of the courthouse. Commissioner West read the proclamation aloud. *Commissioner West made the motion to approve the proclamation and approve the placement of the banner in front of the courthouse. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**PROCLAMATION**

**WHEREAS:** The Sweetwater County Commissioners recognize the importance of designating a time devoted to increasing the general public’s awareness of sexual assault and support of agencies providing services to victims of sexual assault; and

**WHEREAS:** Volunteers and service providers in our community are working to provide a continuum of care and services to sexual assault survivors through 24-hour hotlines, counseling, support groups, advocacy, medical care and education; and

**WHEREAS:** The YWCA Support and Safe House Program promotes sexual assault prevention by offering educational presentations to schools, churches and civic organizations as well as professional training and collaboration with medical, mental health, law enforcement, educators, and criminal justice personnel regarding sexual assault issues; and

**WHEREAS:** The YWCA Support and Safe House Program requests public support and assistance as we hold forth a vision of a community free from sexual violence;

NOW THEREFORE, WE, The Board of County Commissioners in and for Sweetwater County, Wyoming, proclaim the month of **APRIL 2013**, to be **SEXUAL ASSAULT AWARENESS MONTH**, and we commend the observance of all citizens, by urging each to learn what can be done to combat sexual violence, and offer prevention measures and support and services to survivors. Teal ribbons will be placed on trees and will be available throughout the community to wear in support of awareness of sexual assault during the month of April.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

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John K. Kolb, Member

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Don Van Matre, Member

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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**Proclamation in support of Month of the Military Child**

University of Wyoming Extension Program Coordinator Faith Kroschel requested support for the Month of the Military Child Proclamation. Staff Sergeant Kennah was present. Chairman Johnson entertained a motion to approve the Month of the Military Child Proclamation as presented. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**MONTH OF THE MILITARY CHILD  
PROCLAMATION**

- WHEREAS, Thousands of brave Americans have demonstrated their courage and commitment to freedom by serving the Armed Forces of the United States of America in active duty posts in Afghanistan, Iraq and around the world; and
- WHEREAS, Approximately 5,000 of Wyoming's children and youth have been directly affected by the military deployment of at least one parent; and
- WHEREAS, These children and youth are a source of pride and honor to us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children and youth;
- WHEREAS, The recognition of April as Month of the Military Child will allow us to pay tribute to military children and youth for their commitment, their struggles and their unconditional support of our troops because when parents serve in the military their children serve too; and
- WHEREAS, A month-long salute to military children and youth will encourage local communities to provide direct support to military children and families.
- NOW, THEREFORE, We, the Board of Sweetwater County Commissioners, DO HEREBY PROCLAIM the month of April 2013, as

**THE MONTH OF THE MILITARY CHILD**

and we do hereby urge all citizens, businesses and government leaders to observe the month with appropriate ceremonies and activities that honor, support and thank military children.

- IN WITNESS WHEREOF, we have hereunto set our hand, and the official seal of Sweetwater County, to be affixed this 2nd day of April, in the year of our Lord, Two Thousand Thirteen.

**THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING**

\_\_\_\_\_  
Wally J. Johnson, Chairman

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Gary Bailiff, Member

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John K. Kolb, Member

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Don Van Matre, Member

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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**Young at Heart Center 40<sup>th</sup> Anniversary Invitation and Updates**

Young at Heart Center Director Jeanine Cox extended an invitation to the commission inviting them to celebrate the 40<sup>th</sup> anniversary of the Young at Heart Centers.

**Fund Request from Drug Court**

Treatment Court Coordinator Sandi Henderson requested consideration for funding for the Treatment Court Foundation of Sweetwater County which will be submitted during the budget request.

**Flaming Gorge Days Request for Funding**

Flaming Gorge Days Board Members to include: Chairperson Deli Frantzen, Co-Chair/Treasurer Jim Wakeley, Sponsorship/VIP Coordinator Dawn Trujillo and Concert Chairperson Jasmine Weaver requested funding for the 2013 Flaming Gorge Days events to be held June 27-29, 2013. Following discussion, *Commissioner Bailiff moved to sponsor the program by \$3,500 this year and next year we will see what happens. Commissioner West seconded the motion.* With no discussion, the motion was approved with Commissioner Kolb voting nay.

**Lunch**

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

**Planning & Zoning Public Hearing**

**Sam Garcia/Gilbert Garcia- Conditional Use Permit- Temporary Housing**

Planner III Steve Horton presented Resolution 13-03-ZO-01. Applicants Gilbert and Denise Garcia were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner West moved to approve Resolution 13-03-ZO-01 granting the*

*conditional use permit as described. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 13-03-ZO-01**  
**SAM GARCIA AND GILBERT GARCIA**  
**CONDITIONAL USE PERMIT**  
**TEMPORARY HOUSING**

WHEREAS, Gilbert Garcia and Sam Garcia have requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution for Temporary Housing. This application is to be located a parcel of land owned by Sam Garcia and described as:

A piece, parcel or tract of land lying in the Southwest Quarter of the Southwest Quarter of Section 4, in Township 19 North, Range 105 West, Sweetwater County, Wyoming and being more particularly described as follows, to-wit:

Beginning at a point on the westerly extension of the north lot line of Lot One, Block Twelve of the El Rancho Estate Subdivision No. 2 as filed in the County Courthouse, Green River, Wyoming and at a distance of 30.0 feet from the northwest corner of said Lot 1, Block 12; Thence South 0°20'50" West for a distance of 192.5 feet to a point;  
Thence North 89°39'10" West for a distance of 229.2 feet to a point; Thence North 0°20'50" East for a distance of 192.5 feet to a point; Thence South 89°39'10" East for a distance of 229.2 feet to the point of beginning, said parcel containing an area of 1.01 acres, more or less.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 2, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application and to include the months of May and October.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.

Dated this 2<sup>nd</sup> day of April, 2013.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

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John K. Kolb, Member

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Don Van Matre, Member

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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**Mike & Carol Fritzler- Home Occupational Permit, Type III- Signs and Appliance Repair**  
Planner III Steve Horton presented Resolution 13-04-ZO-02. Owners Mike and Carol Fritzler were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Kolb moved to approve Resolution 13-04-ZO-02. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 13-04-ZO-02**  
**MIKE & CAROL FRITZLER**  
**HOME OCCUPATION PERMIT, TYPE III**  
**AAA SIGNS – COMPUTERIZED VINYL DECALS AND SIGNS**  
**PROFESSIONAL SERVICE – APPLIANCE REPAIR**

WHEREAS, Mike and Carol Fritzler have requested a Home Occupation Permit in accordance with Section 10 of the Sweetwater County Zoning Resolution for the operation of a computerized vinyl decal & sign business

known as AAA Signs and an appliance repair business known as Professional Service. This application is to be located a parcel of land owned by Mike & Carol Fritzler and described as:

Carol Subdivision, Lot 1, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 2, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Home Occupation Permit is personal to the applicants.
2. Applicants are to comply with the terms and conditions specified in the application.
3. The Home Occupation Permit is valid for a period of 10 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.

Dated this 2<sup>nd</sup> day of April, 2013.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

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Gary Bailiff, Member

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John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

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Reid O. West, Member

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**Ray and Shirley Black - Conditional Use Permit Vehicle Impound and Storage**

Planner III Steve Horton presented Resolution 13-04-ZO-03. Owner Raymond Black was present. Following discussion, Chairman Johnson opened the public hearing. Burns Towing Co-Owner Sarah Burns explained the process of impounding vehicles. Five Star Auto and Truck Recycling Owner James Rasmussen was present to explain the difference between impound and abandoned vehicles as well as to protest the permit. Hearing no further comments, the hearing was closed. Following discussion, ***Commissioner Kolb made the motion to table until we have a WYDOT permit that is appropriate for this conditional use permit. Commissioner West seconded the motion.*** With no discussion, the motion was approved with Chairman Johnson voting nay.

**Other**

Attorney Megan Goetz, representing Delta Construction, requested the commission to consider granting a change order in the amount of \$213,000 due to the error of the subcontractor not quoting the plumbing in the bid for the Sweetwater County Child Developmental Center building in Rock Springs. Delta Construction Owner Travis Anesi explained that the error was an oversight and expressed his desire to complete the project but, due to the large discrepancy, his company could not absorb the cost. Following a lengthy discussion relative to the process, ***Commissioner West moved that the request for the change order to the contract be denied. Commissioner Kolb seconded the motion.*** With no discussion, the commission was dead locked due to a split vote with Chairman Johnson and Commissioner Bailiff voting nay. Following discussion relative to the split vote, Chairman Johnson entertained a motion to extend the contract deadline until the next meeting which will be April 16, 2013. Facilities Manager Chuck Radosevich expressed his concerns relative to extending the deadline as the second lowest bidder will only guarantee their bid through April 3, 2013. Mr. Radosevich further expressed that all bids have been made public and was concerned that, if the project is re-bid, they will not be valid bids without substantially changing the project.

**Break**

Chairman Johnson called for a 10 minute break.

**Executive Session(s)-Personnel/Legal**

Chairman Johnson entertained a motion to enter into executive session for legal issues. ***Commissioner Kolb made the motion to enter into executive session for legal issues. Commissioner Bailiff seconded the motion.*** With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that Delta Construction has until 5:00 p.m. today to accept or deny the contract as originally presented.

Following discussion, Chairman Johnson entertained a motion in the event that Delta Construction does not sign the contract, to authorize Chuck Radosevich to accept and approve the second lowest bidder. *Commissioner West spoke that, should Delta Construction choose not to sign the contract by 5:00 p.m. tonight, move that we authorize Chuck Radosevich to proceed with rewarding the bid to Shepard Construction, from Rawlins, Wyoming and including additive alternates 1 - 4 and approve the Chairman to sign the contract after review by the County Attorney's office. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**Adjourn**

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

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Gary Bailiff, Member

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John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\*\*\*\*\*

	DATE	AMOUNT
EAL	4/3/2013	4,278.36
EAL	4/5/2013	14,797.77
EAL	4/8/2013	7,090.49
EAL	4/8/2013	7,569.76
EAL	4/12/2013	41,755.93
EAL	4/16/2013	578,210.49
EAL		
EAL		

Payroll Net

Payroll Checks :

TOTAL AMOUNT                      \$653,702.80

Vouchers in the above amount are hereby approved and ordered paid this date of 04/16/2013

\_\_\_\_\_  
Wally J. Johnson, Chair

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Reid O. West, Member

**Authorization for Bonds**

**4-16-13**

Robert Gordon	Castle Rock Hospital District- Treasurer	\$ 10,000.00
Sandy Gunter	Castle Rock Hospital District- Chairman	\$ 10,000.00
Charlene Miller	Castle Rock Hospital District- Board Member	\$ 10,000.00
Lisa Robison	Castle Rock Hospital District- Board Member	\$ 10,000.00
Michael Woolcott	Castle Rock Hospital District- Chairman	\$ 10,000.00
Lisa Tarufelli	City of Rock Springs- Clerk/Treasurer	\$100,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 61586167

That we Robert Gordon,

of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Castle Rock Special Hospital District, the State of Wyoming, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 5th day of February, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

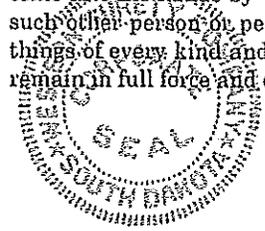
Principal was duly  Appointed  Elected to the office of Treasurer

in the Castle Rock Special Hospital District

and State aforesaid for the term beginning January 6th, 2013, and ending

January 6th, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Robert L. Gordon  
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 61586126

That we Sandy Gunter,

of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Castle Rock Special Hospital District, the State of Wyoming, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 5th day of February, 2013.

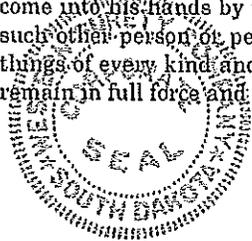
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Appointed   
Principal was duly Elected  to the office of Chairman

in the Castle Rock Special Hospital District

and State aforesaid for the term beginning January 6th, 2013, and ending

January 6th, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Chairman as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Sandy Gunter  
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



  
**Western Surety Company**

**OFFICIAL BOND AND OATH**

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. OFF. 54932397

That we Lisa Robison of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Castle Rock Special Hospital District, the State of Wyoming, in the penal sum of Ten Thousand & no/100 DOLLARS (\$ 10,000.00),  
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 20th day of February, 2013

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed  Elected  to the office of Board Member in the Castle Rock Special Hospital District, and State aforesaid for the term beginning February 20, 2013, and ending February 20, 2014.

NOW, THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Board Member as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

Lisa Robison  
Principal

WESTERN SURETY COMPANY

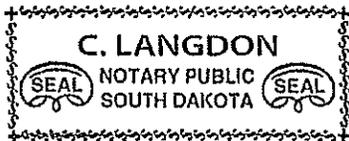
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

**ACKNOWLEDGMENT OF SURETY**  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 20th day of February, 2013 before me, appeared Paul T. Bruflat

to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



C. Langdon  
Notary Public

My Commission Expires December 7, 2014

Western Surety Company  
1-605-336-0850

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54912125

That we Michael Woolcott

of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Castle Rock Special Hospital District, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 4th day of February, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly  Appointed  Elected to the office of Chairman in the Castle Rock Special Hospital District, and State aforesaid for the term beginning April 20, 2013, and ending April 20, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Chairman as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Michael Woolcott  
Principal

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 69932748

That we Lisa M. Tarufelli

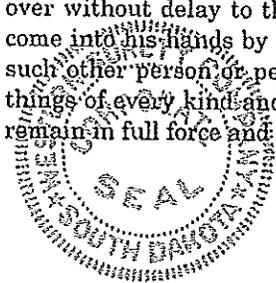
of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto City of Rock Springs, the State of Wyoming, in the penal

sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 4th day of March, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Appointed    
Principal was duly Elected  to the office of Clerk/Treasurer  
in the City of Rock Springs,  
and State aforesaid for the term beginning June 23, 2013, and ending  
June 23, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Clerk/Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Lisa M. Tarufelli  
Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

**Authorization for Monthly Reports**  
**4-16-13**

1. **County Clerk**
2. **Treasurer**

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

# MONTHLY STATEMENT

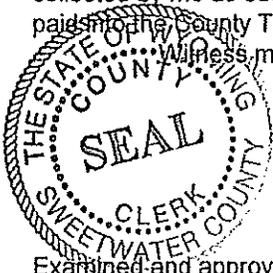
Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending March 2013 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	16,214.00	
Marriage Licenses	675.00	
Chattel Mortgages	7,600.00	
Motor Certificates of Title	( 1647 /TITLES) 14,823.00	13,176.00
Sale of County Property	-	
Miscellaneous Receipts	870.00	
<b>Total Receipts</b>		<b>40,182.00</b>
		<b>(1,647.00)</b>
		<b>38,535.00</b>

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SWEETWATER )

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.

Witness my hand and seal this 01 day of April 2013



/s/ Steven Dale Davis COUNTY CLERK

Rose Clayton DEPUTY

Examined and approved by the Board of County Commissioners, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER  
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING  
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON  
 APRIL 01, 2013:

## NAME OF ACCOUNTS

C1- GENERAL FUND	2,352,277.03
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- CG RES FUTURE OP/CAP	1,089,828.50
C2- ECONOMIC DEV INFRSTR	111,162.00
C2- FY 2011 RESERVES	6,217,589.00
C2- FY11 CASH C/OVER RES	2,722,798.00
C2- GC CASH RESERVE	1,000,000.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C2- 2012 CASH CARRYOVER	1,575,811.00
C3- INSURANCE-CASH RESRV	418,393.00
C3- SWEETWATER INSURANCE	5,311,517.12
C4- CDC SPEC PRP RS BUILD	3,280,001.20
C4- CO ROAD FUND FUEL TAX	1,091,920.29
C4- GRANTS	134,829.77-
C4- JAIL OPERATION/MAINT	751,330.53
C4- SC ROAD FUND	2,457,249.80
C4- SC ROAD REIMBURSEMENT	9,761.26
C5- AIRLINE SUBSIDY CONTR	328,879.90
C5- DRUG ENFRMNT/INTERDCT	15,440.75
C5- IMPACT TX-GEN CO 2002	26,599.25
C5- IMPACT TX-GEN CO 2010	15,424.07
C5- INMATE ENTERPRISE	5,614.82
C5- SHERIFF HOUSING DEPST	617.40
C6- COUNTY HEALTH FUND	4,858.04
C6- COUNTY LIBRARY	11,106.20
C6- COUNTY MUSEUM	1,134.08
C6- COUNTY RECREATION	1,925.15
C6- ENHANCED 911 SYSTEM	35.53
C6- EVENTS COMPLEX	6,992.92
C6- MEMORIAL HOSPITAL CO	1.96
C6- MEMORIAL HOSPTL MAINT	2,095.61
C6- MENTAL HEALTH	2,633.08
SD- AREA THIRTY3 ESTATES	28,799.87
SD- BOARS TUSK SUBDVN	43.79
SD- DAKOTA ESTATES SUBD	9,022.09
SD- FOOTHILLS PHASE II	848.66
SD- SUBDIVISION(MENDICOA)	28,446.55
TA- ABANDONED VEHICLE	46,365.94
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,277.52
TA- BOCES SWEETWATER CNTY	4,494.42
TA- CASTLE ROCK BOND R/I	55,689.41
TA- CASTLE ROCK DISTRICT	4,692.63
TA- CDC SPCF TAX OVRAGE	71,924.08-
TA- CDC SPECIFIC PRP TX11	.12
TA- CITY OF GREEN RIVER	7,553.49
TA- CITY OF ROCK SPRINGS	17,590.34
TA- CO HOSPITAL BOND INT	7,544.86
TA- CO HOSPITAL BOND RDMT	97,320.40

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TA- COMM JOINT POWERS	10,481.40
TA- COUNTY AUTO TAX	5,819,977.61
TA- COUNTY-CITY AIRPORT	121.04
TA- EDEN VALLEY BOND/INT	58,843.51
TA- EDEN VALLEY CEMETERY	43.28
TA- EDEN VALLEY IMP DIST	2,730.94
TA- EDEN VALLEY IMPR CNTR	324,334.99
TA- EDEN VALLEY SLD WASTE	50.86
TA- EDEN-FARSON FIRE	21.30
TA- ENERGETICS OPERATNG	71,299.60
TA- ESCROW-FMC	4,245.73
TA- ESCROW-PELICAN DOME	14,822.06
TA- FINES AND FORFEITURES	82,422.40
TA- FIRE DISTRICT #1	6,975.96
TA- FOUNDATION FUND	108,452.93
TA- GRAZING DISTRICT #3	4.67
TA- GRAZING DISTRICT #4	124,263.39
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	87.28
TA- JAMESTOWN RIO SEWER	232.62
TA- LIVESTOCK PRED ANIMAL	1.10
TA- LODGING TAX	37,165.76
TA- MOBILE MACHINERY/EQP	101,348.04
TA- NORTH SW WATER/SEWER	857.03
TA- OVER/UNDER ACCOUNT	343.57
TA- PROTEST-MERIT ENERGY	24,401.44
TA- PROTST ANADARKO 4/392	163.13
TA- REBATE ORDERS PAID	.00
TA- REDEMPTION (INT CP)	216.48
TA- REDEMPTION CP (TAX/FEE)	475.13
TA- REGION V BOCES	1,851.72
TA- RELIANCE FIRE	339.77
TA- SCHOOL DISTRICT #1	140,826.59
TA- SCHOOL DISTRICT #2	92,474.22
TA- SCHOOL DISTRICT 1-C	1,359.97
TA- SD #1 BOND INTEREST	517.24
TA- SD #1 BOND REDEMPTION	6,662.17
TA- SD #1-C BOND RED/INT	5.98
TA- SD #2 BOND INTEREST	306.22
TA- SD #2 BOND REDEMPTION	13,106.22
TA- SD 1C BOCES	49.44
TA- SHERIFF'S EVIDENCE	1,751.69
TA- SOLID WASTE DIST #1	11,487.32
TA- SOLID WASTE DIST #2	3,504.16
TA- STATE SALES/AUTO FEES	.00
TA- TAX PROTEST- NARCO	6,034.53
TA- TAYLOR GRZ-SALE LANDS	.00
TA- TEN MILE WATER/SEWER	772.54
TA- TOWN OF BAIROIL	19.43

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TA- WESTERN WY CM COLLEGE	45,188.55
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TOTAL

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*Robert D Slaughter*  
*Sweetwater Co Treasurer*

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND FEBRUARY 28, 2013	48,709,387.05
RECEIPTS - COUNTY CLERK FEES	34.80
RECEIPTS - OVERPAYMENTS	32,116.55
RECEIPTS - VIN INSPECTION FEES	1,040.00
RECEIPTS - REAL PROPERTY TAX CURRENT	36,085.66
RECEIPTS - REAL PROP TAXES DELINQ.	32,832.40
RECEIPTS - WATERSHED FEE	150.00
RECEIPTS - PENALTIES/INT DELIQ TAXES	13,105.21
RECEIPTS - CNTY SALES TAX	339,316.15
RECEIPTS - STATE SALES LOCAL 1% OPT	247,759.01
RECEIPTS - WYOMING-5% REIMBURSEMENT	1,583.44
RECEIPTS - SALES TAX PENALTIES	5,905.56
RECEIPTS - COPY CHARGES	39.92
RECEIPTS - SALE OF CO EQUIPMENT	51.11
RECEIPTS - INSURANCE CLAIMS	150.00
RECEIPTS - TELEPHONE EQUIPMENT	830.95
RECEIPTS - APPLICATION FEE-REV BONDS	1,000.00
RECEIPTS - RECORDINGS/CTY CLERK	15,617.00
RECEIPTS - FILING FEES/CTY CLERK	7,693.00
RECEIPTS - AUTO FEES/CTY CLERK	13,304.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER	650.00
RECEIPTS - MISC/CTY CLERK	915.50
RECEIPTS - VIN INSPECTION FEES	435.00
RECEIPTS - MISC/CTY TREASURER	8.00
RECEIPTS - REFUNDS	1,516.77
RECEIPTS - CP & CR - CTY TREAS	520.00
RECEIPTS - RETURNED CHECK CHARGES	71.70
RECEIPTS - AUTO FUND POSTAGE	1,617.58
RECEIPTS - COUNTY SHARE FEES (auto)	904.40
RECEIPTS - COUNTY SHARE (MOBILE EQP)	36.00
RECEIPTS - TEMPORARY WORK PERMIT	9,050.00
RECEIPTS - SHERIFF'S FEES	3,830.00
RECEIPTS - CONSTRUCTION USE PERMIT	1,600.00
RECEIPTS - ACCESS PERMIT	150.00
RECEIPTS - ADDRESS PERMIT	150.00
RECEIPTS - COUNTY ENGINEER LICENSE B	75.00
RECEIPTS - SUBDIVISION FEES	525.00
RECEIPTS - NOW ACCOUNT	907.42
RECEIPTS - INT CAPITAL REPLACEMENT	15,000.00
RECEIPTS - INTEREST CASH RESERVE	9,335.00
RECEIPTS - INMATE HOUSING REIMBURSMT	33,437.99
RECEIPTS - REAL PROPERTY TAX CURRENT	2,446.65
RECEIPTS - REAL PROP TAXES DELINQ.	3,266.75
RECEIPTS - PENALTIES/INT DELIQ TAXES	1,278.14
RECEIPTS - NOW ACCOUNT	1.38
RECEIPTS - REAL PROPERTY TAX CURRENT	4,057.87
RECEIPTS - REAL PROP TAXES DELINQ.	5,084.56
RECEIPTS - PENALTIES/INT DELIQ TAXES	1,961.50
RECEIPTS - NOW ACCOUNT	2.27
RECEIPTS - REAL PROPERTY TAX CURRENT	328.66
RECEIPTS - REAL PROP TAXES DELINQ.	578.20

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - PENALTIES/INT DELIQT TAXES	227.03
RECEIPTS - NOW ACCOUNT	.19
RECEIPTS - REAL PROPERTY TAX CURRENT	623.85
RECEIPTS - REAL PROP TAXES DELINQ.	934.36
RECEIPTS - PENALTIES/INT DELIQT TAXES	366.59
RECEIPTS - NOW ACCOUNT	.35
RECEIPTS - REAL PROPERTY TAX CURRENT	879.93
RECEIPTS - REAL PROP TAXES DELINQ.	1,269.64
RECEIPTS - PENALTIES/INT DELIQT TAXES	483.01
RECEIPTS - NOW ACCOUNT	.50
RECEIPTS - REAL PROP TAXES DELINQ.	224.53
RECEIPTS - PENALTIES/INT DELIQT TAXES	175.21
RECEIPTS - FOOD/DRINK LICENSE FEES	1,190.00
RECEIPTS - HIV/AIDS CASE MANAGEMENT	487.50
RECEIPTS - 2012 WYO CHILDREN'S TRUST	2,544.31
RECEIPTS - NOW ACCOUNT	.25
RECEIPTS - NOW ACCOUNT	2.96
RECEIPTS - SC ROAD (SUPPLEMENT)	31,801.07
RECEIPTS - NOW ACCOUNT	449.00
RECEIPTS - SC ROAD REIMBURSEMENT	9,761.26
RECEIPTS - NOW ACCOUNT	13.23
RECEIPTS - RETIREES HEALTH INSURANCE	14,749.75
RECEIPTS - COBRA INSURANCE	48.47
RECEIPTS - INSURANCE-COUNTY	777,559.52
RECEIPTS - NOW ACCOUNT	563.92
RECEIPTS - NOW ACCOUNT	5.10
RECEIPTS - NOW ACCOUNT	3.14
RECEIPTS - DRUG ENFRCNT/INTERDICTION	314.00
RECEIPTS - NOW ACCOUNT	.11
RECEIPTS - NOW ACCOUNT	59.25
RECEIPTS - REAL PROP TAXES DELINQ.	1.14
RECEIPTS - PENALTIES/INT DELIQT TAXES	.82
RECEIPTS - REAL PROPERTY TAX CURRENT	990.17
RECEIPTS - REAL PROP TAXES DELINQ.	908.64
RECEIPTS - PENALTIES/INT DELIQT TAXES	196.20
RECEIPTS - NOW ACCOUNT	.60
RECEIPTS - GASOLINE TAX	34,285.76
RECEIPTS - SPECIAL FUEL TAX	51,277.26
RECEIPTS - NOW ACCOUNT	185.44
RECEIPTS - SKY WEST 7/10-12/10 CONTR	328,142.32
RECEIPTS - NOW ACCOUNT	.14
RECEIPTS - SFY 11&12 VICTIM SERV FOR	.00
RECEIPTS - HIDTA	15,033.36
RECEIPTS - SFY 11 & 12 CJSB GRANT	.00
RECEIPTS - FY 12 DSP PROGRAM	2,592.68
RECEIPTS - 2009 ARRA JAG	16,270.99
RECEIPTS - BYE 2014 JSBG	646.81
RECEIPTS - BYE 2014 JDAI	10,576.30
RECEIPTS - 11-GPD-SWE-SC-HSG11 HSGP	7,458.43
RECEIPTS - FY13 STATE VICTIM WITNESS	12,700.38
RECEIPTS - FY13 STATE VICTIM SALARY	1,666.91
RECEIPTS - FY13 STATE VICTIM SURCHRG	2,479.63

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - DUI GRANTS	925.00
RECEIPTS - FY 13 DSP CLIENT FEES	2,550.00
RECEIPTS - FY 13 DSP PROGRAM	1,150.00
RECEIPTS - NOW ACCOUNT	629.61
RECEIPTS - NOW ACCOUNT	1.15
RECEIPTS - NOW ACCOUNT	4.68
RECEIPTS - NOW ACCOUNT	13.90
RECEIPTS - NOW ACCOUNT	2.84
RECEIPTS - NOW ACCOUNT	.81
RECEIPTS - NOW ACCOUNT	.03
RECEIPTS - NOW ACCOUNT	13.68
RECEIPTS - NOW ACCOUNT	.43
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - NOW ACCOUNT	.79
RECEIPTS - LODGING TX (TRVL/TOURISM)	37,159.86
RECEIPTS - NOW ACCOUNT	5.90
RECEIPTS - CIRCUIT COURT FINES	81,683.69
RECEIPTS - STATE QUARTERLY F&F	717.65
RECEIPTS - NOW ACCOUNT	21.06
RECEIPTS - POST DELINQUENT TAXES	67.99
RECEIPTS - INTEREST POST DELINQ TAX	53.04
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - TA- CO WEED & PEST CNTRL	1,481.43
RECEIPTS - TA- CO WEED & PEST CNTRL	1,281.98
RECEIPTS - TA- CO WEED & PEST CNTRL	17.84
RECEIPTS - TA- CO WEED & PEST CNTRL	468.15
RECEIPTS - TA- CO WEED & PEST CNTRL	.81
RECEIPTS - CURRENT TAXES	15,137.47
RECEIPTS - POST DELINQUENT TAXES	15,056.01
RECEIPTS - INTEREST ON CURRENT TAXES	182.77
RECEIPTS - INTEREST POST DELINQ TAX	5,766.01
RECEIPTS - NOW ACCOUNT	10.60
RECEIPTS - CURRENT TAXES	3,784.51
RECEIPTS - POST DELINQUENT TAXES	3,763.99
RECEIPTS - INTEREST ON CURRENT TAX	45.71
RECEIPTS - INTEREST POST DELINQ TAX	1,441.48
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - NOW ACCOUNT	18.67
RECEIPTS - NOW ACCOUNT	1.44
RECEIPTS - CURRENT TAXES	22,706.54
RECEIPTS - POST DELINQUENT TAXES	22,584.07
RECEIPTS - INTEREST ON CURRENT TAXES	274.26
RECEIPTS - INTEREST POST DELINQ TAX	8,649.03
RECEIPTS - NOW ACCOUNT	12.72
RECEIPTS - CURRENT TAXES	17,025.19
RECEIPTS - POST DELINQUENT TAXES	296.18
RECEIPTS - INTEREST ON CURRENT TAXES	176.84
RECEIPTS - INTEREST POST DELINQ TAX	85.94
RECEIPTS - NOW ACCOUNT	6.19
RECEIPTS - CURRENT TAXES	7,352.01
RECEIPTS - POST DELINQUENT TAXES	87.00

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - INTEREST ON CURRENT TAXES	93.65
RECEIPTS - INTEREST POST DELINQ TAX	19.18
RECEIPTS - NOW ACCOUNT	1.65
RECEIPTS - TA- CASTLE ROCK DISTRICT	3,447.06
RECEIPTS - TA- CASTLE ROCK DISTRICT	782.19
RECEIPTS - TA- CASTLE ROCK DISTRICT	38.57
RECEIPTS - TA- CASTLE ROCK DISTRICT	423.82
RECEIPTS - TA- CASTLE ROCK DISTRICT	.99
RECEIPTS - NOW ACCOUNT	10.68
RECEIPTS - CURRENT TAXES	569.57
RECEIPTS - POST DELINQUENT TAXES	.80
RECEIPTS - INTEREST ON CURRENT TAXES	.16
RECEIPTS - INTEREST POST DELINQ TAX	.30
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - CURRENT TAXES	120.04
RECEIPTS - INTEREST ON CURRENT TAXES	2.94
RECEIPTS - NOW ACCOUNT	2.45
RECEIPTS - CURRENT TAXES	196.47
RECEIPTS - POST DELINQUENT TAXES	8.44
RECEIPTS - INTEREST ON CURRENT TAXES	1.92
RECEIPTS - INTEREST POST DELINQ TAX	8.85
RECEIPTS - NOW ACCOUNT	.06
RECEIPTS - CURRENT TAXES	19.23
RECEIPTS - INTEREST ON CURRENT TAXES	.18
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - CURRENT TAXES	2,633.24
RECEIPTS - POST DELINQUENT TAXES	1,792.35
RECEIPTS - INTEREST ON CURRENT TAXES	32.80
RECEIPTS - INTEREST POST DELINQ TAX	952.36
RECEIPTS - CURRENT TAXES	65,828.89
RECEIPTS - POST DELINQUENT TAXES	44,860.10
RECEIPTS - INTEREST ON CURRENT TAXES	820.68
RECEIPTS - INTEREST POST DELINQ TAX	23,860.30
RECEIPTS - NOW ACCOUNT	45.87
RECEIPTS - CURRENT TAXES	1,891.09
RECEIPTS - POST DELINQUENT TAXES	1,862.49
RECEIPTS - INTEREST ON CURRENT TAXES	23.00
RECEIPTS - INTEREST POST DELINQ TAX	716.79
RECEIPTS - NOW ACCOUNT	1.05
RECEIPTS - CURRENT TAXES	1,160.87
RECEIPTS - POST DELINQUENT TAXES	1,680.49
RECEIPTS - INTEREST ON CURRENT TAXES	1.09
RECEIPTS - INTEREST POST DELINQ TAX	337.90
RECEIPTS - CURRENT TAXES	28,721.15
RECEIPTS - POST DELINQUENT TAXES	48,262.44
RECEIPTS - INTEREST ON CURRENT TAXES	321.37
RECEIPTS - INTEREST POST DELINQ TAX	11,979.68
RECEIPTS - NOW ACCOUNT	9.23
RECEIPTS - CURRENT TAXES	3.60
RECEIPTS - POST DELINQUENT TAXES	58.66
RECEIPTS - INTEREST ON CURRENT TAXES	.03
RECEIPTS - INTEREST POST DELINQ TAX	11.87

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - CURRENT TAXES	2.40
RECEIPTS - POST DELINQUENT TAXES	39.10
RECEIPTS - INTEREST ON CURRENT TAXES	.02
RECEIPTS - CURRENT TAXES	60.14
RECEIPTS - POST DELINQUENT TAXES	977.72
RECEIPTS - INTEREST ON CURRENT TAXES	.56
RECEIPTS - INTEREST POST DELINQ TAX	205.78
RECEIPTS - NOW ACCOUNT	.09
RECEIPTS - NOW ACCOUNT	1.27
RECEIPTS - POST DELINQUENT TAXES	3,718.18
RECEIPTS - INTEREST POST DELINQ TAX	956.73
RECEIPTS - NOW ACCOUNT	.21
RECEIPTS - CURRENT TAXES	5.90
RECEIPTS - INTEREST ON CURRENT TAXES	.08
RECEIPTS - NOW ACCOUNT	.09
RECEIPTS - POST DELINQUENT TAXES	65.43
RECEIPTS - INTEREST POST DELINQ TAX	20.67
RECEIPTS - NOW ACCOUNT	18.20
RECEIPTS - MOBILE MACHINERY & EQUIPM	1,091.72
RECEIPTS - LEASED MOBILE EQUIPMENT	2,784.26
RECEIPTS - NOW ACCOUNT	791.27
RECEIPTS - COUNTY AUTO FEES	1,114,905.76
RECEIPTS - STATE AUTO FEES	166,278.63
RECEIPTS - SALES TAX (AUTO FEE FUND)	622,646.37
RECEIPTS - INTEREST ON SALES TAX	2,081.77
RECEIPTS - REDEMPTION FUND	8,682.79
RECEIPTS - TA- EDEN-FARSON FIRE	9.98
RECEIPTS - TA- EDEN-FARSON FIRE	9.06
RECEIPTS - TA- EDEN-FARSON FIRE	.28-
RECEIPTS - TA- EDEN-FARSON FIRE	2.49
RECEIPTS - TA- EDEN-FARSON FIRE	.05
RECEIPTS - TA- JAMESTOWN FIRE	85.48
RECEIPTS - TA- JAMESTOWN FIRE	1.77
RECEIPTS - TA- JAMESTOWN FIRE	.03
RECEIPTS - TA- JAMESTOWN RIO SEWER	227.81
RECEIPTS - TA- JAMESTOWN RIO SEWER	4.72
RECEIPTS - TA- JAMESTOWN RIO SEWER	.09
RECEIPTS - TA- RELIANCE FIRE	308.32
RECEIPTS - TA- RELIANCE FIRE	16.50
RECEIPTS - TA- RELIANCE FIRE	11.58
RECEIPTS - TA- RELIANCE FIRE	3.18
RECEIPTS - TA- RELIANCE FIRE	.19
RECEIPTS - TA- TEN MILE WATER/SEWER	754.35
RECEIPTS - TA- TEN MILE WATER/SEWER	18.10
RECEIPTS - TA- TEN MILE WATER/SEWER	.09
RECEIPTS - TA- WHITE MOUNTAIN SEWER	550.66
RECEIPTS - TA- WHITE MOUNTAIN SEWER	48.09
RECEIPTS - TA- WHITE MOUNTAIN SEWER	10.92
RECEIPTS - TA- WHITE MOUNTAIN SEWER	21.70
RECEIPTS - TA- WHITE MOUNTAIN SEWER	.63
RECEIPTS - TA- EDEN VALLEY SLD WASTE	29.86
RECEIPTS - TA- EDEN VALLEY SLD WASTE	17.64

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- EDEN VALLEY SLD WASTE	.81-
RECEIPTS - TA- EDEN VALLEY SLD WASTE	4.01
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.16
RECEIPTS - TA- SOLID WASTE DIST #1	6,323.01
RECEIPTS - TA- SOLID WASTE DIST #1	4,214.89
RECEIPTS - TA- SOLID WASTE DIST #1	78.94
RECEIPTS - TA- SOLID WASTE DIST #1	867.72
RECEIPTS - TA- SOLID WASTE DIST #1	2.76
RECEIPTS - TA- WEST SIDE SEWER/WATER	557.41
RECEIPTS - TA- WEST SIDE SEWER/WATER	15.09
RECEIPTS - TA- WEST SIDE SEWER/WATER	1.96
RECEIPTS - TA- WEST SIDE SEWER/WATER	8.02
RECEIPTS - TA- WEST SIDE SEWER/WATER	.24
RECEIPTS - TA- ABANDONED VEHICLE	8.73
RECEIPTS - TA- ABANDONED VEHICLE	1,663.00
RECEIPTS - TA- FOUNDATION FUND	45,412.64
RECEIPTS - TA- FOUNDATION FUND	45,168.28
RECEIPTS - TA- FOUNDATION FUND	548.41
RECEIPTS - TA- FOUNDATION FUND	17,298.15
RECEIPTS - TA- FOUNDATION FUND	25.45
RECEIPTS - TA- GRAZING DISTRICT #3	4.67
RECEIPTS - TA- GRAZING DISTRICT #4	23.85
RECEIPTS - TA- SD 1C BOCES	2.40
RECEIPTS - TA- SD 1C BOCES	39.10
RECEIPTS - TA- SD 1C BOCES	.02
RECEIPTS - TA- SD 1C BOCES	7.92
RECEIPTS - TA- EDEN VALLEY CEMETERY	39.58
RECEIPTS - TA- EDEN VALLEY CEMETERY	3.06
RECEIPTS - TA- EDEN VALLEY CEMETERY	.09-
RECEIPTS - TA- EDEN VALLEY CEMETERY	.68
RECEIPTS - TA- EDEN VALLEY CEMETERY	.05
RECEIPTS - TA- AUTO REGISTRATION FEE	30.30
RECEIPTS - TA- SOLID WASTE DIST #2	62.61
RECEIPTS - TA- SOLID WASTE DIST #2	2,331.51
RECEIPTS - TA- SOLID WASTE DIST #2	1.16
RECEIPTS - TA- SOLID WASTE DIST #2	1,108.26
RECEIPTS - TA- SOLID WASTE DIST #2	.62
RECEIPTS - TA- REDEMPTION (INT CP)	1,184.31
RECEIPTS - TA- FIRE DISTRICT #1	975.31
RECEIPTS - TA- FIRE DISTRICT #1	4,966.43
RECEIPTS - TA- FIRE DISTRICT #1	17.32
RECEIPTS - TA- FIRE DISTRICT #1	1,016.06
RECEIPTS - TA- FIRE DISTRICT #1	.84
RECEIPTS - TA- SHERIFF'S EVIDENCE	.33
RECEIPTS - TA- REGION V BOCES	733.46
RECEIPTS - TA- REGION V BOCES	730.28
RECEIPTS - TA- REGION V BOCES	8.76
RECEIPTS - TA- REGION V BOCES	278.90
RECEIPTS - TA- REGION V BOCES	100.32
RECEIPTS - TA- EDEN VALLEY IMP DIST	.52
RECEIPTS - TA- WWCC SWEETWTR BOCES	851.48
RECEIPTS - TA- WWCC SWEETWTR BOCES	677.67

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- WWCC SWEETWTR BOCES	10.09	
RECEIPTS - TA- WWCC SWEETWTR BOCES	192.37	
RECEIPTS - TA- WWCC SWEETWTR BOCES	.44	
RECEIPTS - TA- UNCLAIMED PROPERTY	942.09	
RECEIPTS - TA- OVER/UNDER ACCOUNT	.07	
RECEIPTS - TA- EDEN VALLEY BOND/INT	29.93	
RECEIPTS - TA- EDEN VALLEY BOND/INT	15.64	
RECEIPTS - TA- EDEN VALLEY BOND/INT	.82-	
RECEIPTS - TA- EDEN VALLEY BOND/INT	3.06	
RECEIPTS - TA- EDEN VALLEY BOND/INT	11.27	
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	62.48	
RECEIPTS - TA- CDC SPCF TAX OVRAGE	2,603.87	
RECEIPTS - TA- COMM JOINT POWERS	9.92	
RECEIPTS - TA- COMM JOINT POWERS	10,471.48	
RECEIPTS - TA- NORTH SW WATER/SEWER	822.12	
RECEIPTS - TA- NORTH SW WATER/SEWER	30.86	
RECEIPTS - TA- NORTH SW WATER/SEWER	4.05	
DISBURSEMENTS - CASH ITEMS		90.00-
DISBURSEMENTS - COUNTY CLERK FEES		45.00-
DISBURSEMENTS - OVERPAYMENTS		7,300.39-
DISBURSEMENTS - VIN INSPECTION FEES		1,040.00-
DISBURSEMENTS - CASH IN BANK		9,781.62-
DISBURSEMENTS - CASH IN BANK		14,478.43-
DISBURSEMENTS - CASH IN BANK		1,587.04-
DISBURSEMENTS - CASH IN BANK		2,409.57-
DISBURSEMENTS - CASH IN BANK		3,641.84-
DISBURSEMENTS - CASH IN BANK		3,997.46-
DISBURSEMENTS - C3- SWEETWATER INSURANCE		81,159.24-
DISBURSEMENTS - INSURANCE CLAIMS		417,181.78-
DISBURSEMENTS - C5- INMATE ENTERPRISE		7,599.02-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT		10,250.22-
DISBURSEMENTS - CASH IN BANK		4.38-
DISBURSEMENTS - CASH IN BANK		1,012.13-
DISBURSEMENTS - C4- CO ROAD FUND FUEL TAX		563.41-
DISBURSEMENTS - C4- GRANTS		137,786.19-
DISBURSEMENTS - C4- CDC SPEC PRP RS BUILD		342.32-
DISBURSEMENTS - WARRANTS PAYABLE		2,586,368.05-
DISBURSEMENTS - NOW ACCOUNT		1.57-
DISBURSEMENTS - TA- LODGING TAX		26,016.31-
DISBURSEMENTS - NOW ACCOUNT		10.94-
DISBURSEMENTS - TA- FINES AND FORFEITURES		91,451.36-
DISBURSEMENTS - NOW ACCOUNT		20.05-
DISBURSEMENTS - TA- COUNTY-CITY AIRPORT		1,042.31-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL		4,332.88-
DISBURSEMENTS - NOW ACCOUNT		4.69-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE		71,041.63-
DISBURSEMENTS - NOW ACCOUNT		60.07-
DISBURSEMENTS - TA- 6 MILL LEVY		85,249.64-
DISBURSEMENTS - NOW ACCOUNT		72.09-
DISBURSEMENTS - TA- CITY OF ROCK SPRINGS		16,082.51-
DISBURSEMENTS - NOW ACCOUNT		27.02-
DISBURSEMENTS - TA- CITY OF GREEN RIVER		5,898.49-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - NOW ACCOUNT	7.51-
DISBURSEMENTS - TA- CASTLE ROCK DISTRICT	14,665.01-
DISBURSEMENTS - NOW ACCOUNT	8.22-
DISBURSEMENTS - TA- TOWN OF GRANGER	3.67-
DISBURSEMENTS - NOW ACCOUNT	.06-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER	260.74-
DISBURSEMENTS - NOW ACCOUNT	.76-
DISBURSEMENTS - TA- TOWN OF BAIROIL	30.96-
DISBURSEMENTS - NOW ACCOUNT	.09-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	9,243.37-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	231,953.73-
DISBURSEMENTS - NOW ACCOUNT	224.49-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY	7,102.47-
DISBURSEMENTS - NOW ACCOUNT	6.00-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	838.88-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	123,156.25-
DISBURSEMENTS - NOW ACCOUNT	84.75-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	9.73-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	97.29-
DISBURSEMENTS - NOW ACCOUNT	.33-
DISBURSEMENTS - TA- SD #1-C BOND RED/INT	9.58-
DISBURSEMENTS - NOW ACCOUNT	.02-
DISBURSEMENTS - STATE AUTO FEES	166,278.63-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	622,646.37-
DISBURSEMENTS - INTEREST ON SALES TAX	2,081.77-
DISBURSEMENTS - REDEMPTION FUND	8,682.79-
DISBURSEMENTS - TA- EDEN-FARSON FIRE	32.83-
DISBURSEMENTS - NOW ACCOUNT	.79-
DISBURSEMENTS - TA- JAMESTOWN FIRE	73.82-
DISBURSEMENTS - NOW ACCOUNT	.15-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	188.21-
DISBURSEMENTS - NOW ACCOUNT	.38-
DISBURSEMENTS - TA- RELIANCE FIRE	245.53-
DISBURSEMENTS - NOW ACCOUNT	.50-
DISBURSEMENTS - TA- TEN MILE WATER/SEWER	688.76-
DISBURSEMENTS - NOW ACCOUNT	.27-
DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	1,321.92-
DISBURSEMENTS - NOW ACCOUNT	1.89-
DISBURSEMENTS - TA- EDEN VALLEY SLD WASTE	126.28-
DISBURSEMENTS - NOW ACCOUNT	2.36-
DISBURSEMENTS - TA- SOLID WASTE DIST #1	6,098.62-
DISBURSEMENTS - NOW ACCOUNT	12.50-
DISBURSEMENTS - TA- WEST SIDE SEWER/WATER	307.16-
DISBURSEMENTS - NOW ACCOUNT	3.21-
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	1,140.00-
DISBURSEMENTS - TA- FOUNDATION FUND	170,499.10-
DISBURSEMENTS - NOW ACCOUNT	144.18-
DISBURSEMENTS - TA- GRAZING DISTRICT #3	24,364.99-
DISBURSEMENTS - TA- SD 1C BOCES	3.89-
DISBURSEMENTS - NOW ACCOUNT	.01-
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	43.90-
DISBURSEMENTS - NOW ACCOUNT	.83-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD FEBRUARY 28, 2013 TO MARCH 31, 2013  
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - ORGAN DONOR MONEY		30.30-
DISBURSEMENTS - TA- SOLID WASTE DIST #2		4,869.98-
DISBURSEMENTS - NOW ACCOUNT		3.23-
DISBURSEMENTS - REDEMPTION (INTEREST CP)		1,184.31-
DISBURSEMENTS - NOW ACCOUNT		.12-
DISBURSEMENTS - TA- FIRE DISTRICT #1		1,158.47-
DISBURSEMENTS - NOW ACCOUNT		4.55-
DISBURSEMENTS - TA- REGION V BOCES	493,358.30-	
DISBURSEMENTS - NOW ACCOUNT		663.32-
DISBURSEMENTS - AUTO FUND INTEREST		40.83-
DISBURSEMENTS - TRANSPORTABLE HOMES		11.72-
DISBURSEMENTS - MOBILE MACHINERY & EQUIPM		412.08-
DISBURSEMENTS - COUNTY AUTO FEES	30,527.42-	
DISBURSEMENTS - TA- WWCC SWEETWTR BOCES		600.51-
DISBURSEMENTS - NOW ACCOUNT		2.72-
DISBURSEMENTS - REBATE ORDERS-OVERPAYMENT	24,816.16-	
DISBURSEMENTS - UNCLAIMED PROPERTY		102.98
DISBURSEMENTS - GEN CO-OVER/UNDER ACCOUNT		19.86-
DISBURSEMENTS - NOW ACCOUNT		4.44-
DISBURSEMENTS - TA- COMM JOINT POWERS	35,617.90-	
DISBURSEMENTS - TA- NORTH SW WATER/SEWER		654.62-
DISBURSEMENTS - NOW ACCOUNT		11.14-
LEDGER CASH BALANCE MARCH 31, 2013		47,889,769.46
TOTAL	53,464,303.66,	53,464,303.66
	=====	=====

*Robert D. Daugherty*  
*Sweetwater Co Treasurer*



**Sweetwater County  
Request to Re-staff Vacant Position**

Board Meeting Date: 4/16/2013

Department: Facilities

Position: Custodian

Vacancy Date:

Reason for vacancy: job abandonment

To Re-staff position immediately to a full time capacity with FT benefits (40

Department Request: hours per week)

Anticipated Re-staff Date: 5/1/2013

Board Action		Date: 4/16/2013
Approved	Denied	
Full-time	Part-time	
# Hours (if part time)		
Delay re-staffing until (month)		
Re-staff immediately		

	Position	Hire Date	Salary	Retirement	Health Insurance	Monthly		FICA	Workers Compensation	Total Benefits	Total cost of employment (salary + benefits)	Annual Cost of employment
						Long Term Disability	FICA					
Current costs for Facilities Employees	Custodian (3 years; Grade 8; step 3 rate of pay)	6/17/2009	\$ 2,810.17	\$ 396.80	\$ 593.01	\$ 10.12	\$ 214.98	\$ 57.38	\$ 1,292.23	\$ 4,042.40	\$ 48,508.78	
Anticipated Costs to re-staff Position: Vacancy	Custodian Grade 8; step 1 rate of pay	5/1/2013	\$ 2,648.92	\$ 188.60	\$ 145.60	\$ 9.54	\$ 202.64	\$ 54.04	\$ 1,870.88	\$ 4,519.76	\$ 54,236.98	
	Net Difference (savings)		\$ (161.25)	\$ (208.19)	\$ (65.90)	\$ (0.58)	\$ (17.34)	\$ (3.29)	\$ 698.60	\$ 277.95	\$ 5,728.22	

**NOTES**

Costs calculated using a re-staffing date of 5/1/2013  
Former employee was enrolled in Single Health Insurance coverage. Anticipate Family Health Insurance coverage for new employee.

Reviewed by HR Representative (signature) \_\_\_\_\_  
Date: 3-8-13

Reviewed by Department Head/Eldest Official (signature) \_\_\_\_\_  
Date: \_\_\_\_\_

Commission Chair (signature) \_\_\_\_\_  
Date: \_\_\_\_\_

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 4/16/2013

Department: Facilities

Position: Custodian

Vacancy Date: 4/5/2013

Reason for vacancy: resignation

To Restaff position immediately in a part time capacity with PFR benefits  
Department Request: (35 hours per week)

Anticipated Re-staff Date: 5/1/2013

<b>Board Action</b>	
Approved _____	Date: <u>4/16/2013</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

		Monthly								
Current costs for Facilities Employee	Custodian (6 months, Grade 8, step 1 rate of pay)	10/1/2012	\$ 2,317.47	\$ 165.00	\$ 177.29	\$ 47.28	\$ 389.57	\$ 2,707.04	\$ 32,484.44	
Anticipated Costs to restaff Position Vacancy	Custodian Grade 8, step 1 rate of pay)	1/1/2013	\$ 2,317.47	\$ 165.00	\$ 177.29	\$ 47.28	\$ 389.57	\$ 2,707.04	\$ 32,484.44	
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

NOTES

Costs calculated using a re-staffing date of: 5/1/2013

  
Reviewed by HR Representative (signature)

Date: 4-16-13

  
Reviewed by Department Head/ Elected Official (signature)

Date: 3-8-13

\_\_\_\_\_  
Commission Chair (signature)

Date: \_\_\_\_\_

## Sally Shoemaker

---

**From:** Brenda Rael - Sweetwater County Human Resources Department  
**Sent:** Friday, April 05, 2013 5:06 PM  
**To:** Sally Shoemaker  
**Subject:** Facilities meeting request  
**Attachments:** Facilities Meeting request 4-16-13.pdf

Sally,  
Please find attached Chuck Radosevich's meeting request. I will provide the handout as soon as it is signed.  
Thank you,  
Brenda

*Brenda Rael*  
*Sweetwater County*  
*Human Resources Specialist*  
*80 W. Flaming Gorge Way, Suite 17*  
*Green River, WY 82935*  
*Phone: 307-872-3910*  
*Fax: 307-872-3996*  
*e-mail: [raelb@sweet.wy.us](mailto:raelb@sweet.wy.us)*



**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: <u>4/16/2013</u>		Date: <u>4/16/2013</u>	
Department: <u>Sheriff's Office</u>		Approved _____	
Position: <u>Patrol Deputy - Wamsutter</u>		Denied _____	
Vacancy Date: <u>4/19/2013</u>		Full time _____	
Reason for vacancy: <u>Wamsutter Patrol Deputy resignation</u>		Part time _____	
Re-staff Wamsutter Patrol Deputy, in a full time capacity with full benefits.		# Hours (if part time) _____	
Department Request: _____		Delay re-staffing until (month) _____	
Anticipated Re-staff Date <u>5/1/2013</u>		Restaff Immediately _____	

	Monthly							Annual Cost of employment
	Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total cost of employment (salary + benefits)	
Current costs for Employee								
Patrol Deputy (4 months \$ Grade 15, step 1 rate of pay)	\$ 3,727.25	\$ 641.09	\$ 1,063.99	\$ 13.42	\$ 285.13	\$ 76.04	\$ 2,079.67	\$ 69,682.99
Anticipated Costs to re-staff (grade 18, step 5, * see notes below)	\$ 4,856.25	\$ 835.28	\$ 1,416.01	\$ 17.48	\$ 371.50	\$ 99.07	\$ 2,739.34	\$ 91,147.06
Net Difference (savings)	\$ 1,129.00	\$ 194.19	\$ 352.02	\$ -4.06	\$ 86.37	\$ 23.03	\$ 659.67	\$ 21,464.07

**NOTES**

Health Insurance: Anticipates Family health insurance coverage, for new employee.  
 Costs calculated using a re-staffing date of: 5/1/2013  
 \* Potentially re-staffing position at Professional Level (Grade 18) and Lateral Entry rate of pay, step 5 - (10 years service credit)

\_\_\_\_\_  
 Reviewed by HR Representative (signature)

Date: 4-8-13

\_\_\_\_\_  
 Reviewed by Department Head/ Elected Official (signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commission Chair (signature)

Date: \_\_\_\_\_

## Sally Shoemaker

---

**From:** Brenda Rael - Sweetwater County Human Resources Department  
**Sent:** Monday, April 08, 2013 1:22 PM  
**To:** Sally Shoemaker  
**Cc:** Karen French - Sheriff Office; Rick Hawkins - Detention Center; Richard Haskell - Sheriff Office  
**Subject:** Meeting request for Sheriff Rich Haskell  
**Attachments:** Request to restaff Patrol Deputy summary.pdf; 4-16-13 meeting rqst to restaff patrol vacancy.pdf

Sally,

Please find attached the Sheriff's board meeting request for 4/16/13.  
Thank you,

Brenda

*Brenda Rael*  
*Sweetwater County*  
*Human Resources Specialist*  
*80 W. Flaming Gorge Way, Suite 17*  
*Green River, WY 82935*  
*Phone: 307-872-3910*  
*Fax: 307-872-3996*  
*e-mail: [raelb@sweet.wy.us](mailto:raelb@sweet.wy.us)*



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Summary View   Detail View		Print	Back to List	Email	Add Item
<b>E-quote Name</b>	Shardis Laptops revised	<b>E-Quote Description</b>	LL Love coded		
<b>Saved By:</b>	Mary Derronish	<b>Phone Number:</b>	(507) 822-6435		
<b>Saved On:</b>	Thursday, March 21, 2013	<b>Purchasing Agent:</b>	Jason Love		
<b>Expires On:</b>	Monday, May 20, 2013	<b>Notes/Comments:</b>	Call Jason Love and Karen French for Grant numbers		
<b>Premier Page Name</b>	Sweetwater County, Wyoming				
<b>Fully Customizable Latitude E6530 Ubuntu</b>		Remove Item	Qty	Unit Price	
	Latitude E6530 Dell Latitude E6530, Ubuntu version 11.10 Adjust System		1	\$1,228.70	
			Update Total		
	Logitech Anywhere Mouse MX Product Details		1	\$37.70	
			Update Total		
			Sub-total	\$1,266.58	
<b>Fully Customizable Latitude E6530</b>		Remove Item	Qty	Unit Price	
	Latitude E6530 Dell Latitude E6530, Windows 7 Professional, 64 bit, English Adjust System		1	\$1,163.02	
			Update Total		
	Dell 16" Business Case (fits laptops w screen sizes up to 16") + Dell Wireless Mouse Bundle Product Details		4	\$53.64	
			Update Total		
			Sub-total	\$4,829.44	
<b>Coupon Entry</b>					
Enter coupon number					
Apply Coupon					
Note: Coupon savings are only applied to items you have added to your cart.					
			Sub-total	\$8,098.02	
			Shipping & Handling	\$60.03	
			Tax*	\$304.81	
*Exemptions reflected in final checkout page only					
			<b>Total Price<sup>1</sup></b>	<b>\$8,461.78</b>	
In the event that you are subject to a tax holiday, you will not be charged tax.					
Print	Back to List	Email	Add Item		

Computers



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FY 2012 State Homeland Security Program (SHSP) (722)

Print [View Related AEL Categories](#)

Information Technology >> Hardware >> Computers >> Hardware, Computer, Integrated

EHP LINK

[Program Page](#)

General | [Grant Allowability](#) | [Previous Numbering](#)

AEL Number: 04HW-01-IHHW

AEL Title: Hardware, Computer, Integrated

### Description

Computer hardware and operating system software designated for use in an integrated system allowable under the indicated grant programs. Such systems include detection, communication, cybersecurity, logistical support and Geospatial Information Systems. This item may include networking hardware (routers, wireless access points, etc.), servers, workstations, notebook computers, and peripherals such as printers and plotters procured with an allowable system and necessary for its implementation.



This item is part of the AEL

Eligible FEMA Preparedness Grants

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Core Capabilities

[9 found, view all Related PPD-3 Core Capabilities](#)

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Karen French - Sheriff Office

---

From: Lynn Budd <lynn.budd@wyo.gov>  
Sent: Wednesday, March 20, 2013 3:02 PM  
To: Karen French - Sheriff Office  
Subject: Re: Question

Karen-

Laptop computers can be purchased as long as their purpose is for grant management or information sharing. These would fall under AEL: 04HW-01-INHW.

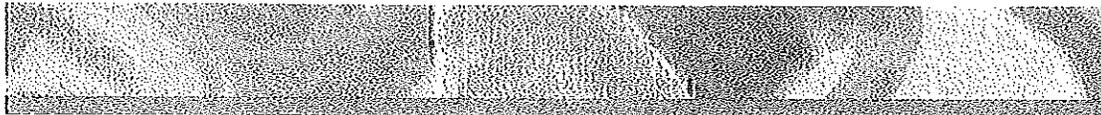
Hope that helps! Let me know if you have further questions!

Lynn

**Lynn Budd**  
*Senior Grants Specialist  
State Homeland Security Grant Manager*

*Wyoming Office of Homeland Security  
5500 Bishop Blvd  
Cheyenne, WY 82002  
307-777-4917 (phone)  
307-635-6017 (fax)  
[lynn.budd@wyo.gov](mailto:lynn.budd@wyo.gov)*

On Wed, Mar 20, 2013 at 2:24 PM, Karen French - Sheriff Office <[frenchk@sweet.wy.us](mailto:frenchk@sweet.wy.us)> wrote:



*Lynn,*

*I was wondering if laptop computers could be purchased with the 2010 and 2011 grant money we have left or do they only allow in-car computers or handhelds?*

*Thanks so much,*







**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL  
FOR SERVICE PROVIDERS  
RECEIVING ESG FUNDS FROM SUBRECIPIENTS**

I, **Wally J. Johnson, Chairman**, (name and title), duly authorized to act on behalf of **Sweetwater County** (name of jurisdiction), hereby approve the following ESG activities proposed by SW-WRAP (service provider), which are to be located in Sweetwater County (name(s) of jurisdiction(s)).

By: \_\_\_\_\_  
Signature and Date

**Wally J. Johnson**  
Typed or Written Name of Signatory Local Official

**Chairman, Sweetwater County Commission**  
Title

Note: This certification does NOT need to be completed annually for the same ESG activities funded the previous year. The State only needs to document that it has offered the local government the opportunity to withdraw its previous approval.



**RESOLUTION 13-04-EN-01**

**A resolution authorizing Sweetwater County  
to submit an application for a Congestion Mitigation/Air Quality (CMAQ) Grant**

**WHEREAS**, Sweetwater County has identified a need for additional funding for dust mitigation and for the safety and health of the residents of Sweetwater County; and,

**WHEREAS**, Congestion Mitigation / Air Quality (CMAQ) Grant Funds are available through the Wyoming Department of Transportation; and,

**WHEREAS**, if approved for funding, Sweetwater County will be able to suppress dust on County roads; and,

**WHEREAS**, the application for the CMAQ grant request must be submitted by May 1, 2013 for this funding cycle; and,

**WHEREAS**, the Board of County Commissioners have determined this use of CMAQ funding for dust mitigation will benefit the safety and health of the residents of Sweetwater County;

**NOW, THEREFORE, BE IT RESOLVED** by the Sweetwater County Board of County Commissioners in and for Sweetwater County that Sweetwater County shall file an application for FY2013 CMAQ funds to be submitted to the Wyoming Department of Transportation for dust suppression projects on Sweetwater County Roads and authorizing the Chairman to sign all necessary documents.

Dated this 16 day of April, 2013.

**SWEETWATER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff

\_\_\_\_\_  
John K. Kolb

Attest:

\_\_\_\_\_  
Don Van Matre

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West





# Wyoming State Forestry Division

THE FOREST RESOURCE AGENCY OF WYOMING



5500 Bishop Blvd.  
Cheyenne, WY 82002  
Phone: (307) 777-7586  
Fax: (307) 777-5986  
[Forestry@wyo.gov](mailto:Forestry@wyo.gov)

Matthew H. Mead  
Governor

Bill Crapser  
State Forester

February 25, 2013

Sweetwater County Commissioners  
P. O. Box 730  
Green River, WY 82935

Dear Commissioners,

The FY 2014 premium for participation in the Emergency Fire Suppression Account is due by July 15, 2013. As requested, this notice is being distributed during the structuring of your budget for inclusion of this item.

This account offers the most expeditious and effective means of mitigating the impact of a disastrous fire. Your positive consideration of this commitment is encouraged.

Your FY 2014 premium based on 2012 valuation is: \$64,504.31 W.S. 36-1-404 was amended during the 56<sup>th</sup> Legislature, allowing non-participating counties to become a participating county by paying an initial assessment computed for that county under subsection (b) of this section multiplied by three (3). Should you wish to participate in this account, your initial assessment of \$193,512.93 is due July 15, 2013, and made payable to:

Wyoming State Forestry Division  
5500 Bishop Blvd.  
Cheyenne, WY 82002

I, the undersigned, so solemnly swear that this account is just and correct and has not been paid, or any part thereof, by the County of Sweetwater, nor by any individual.

Sincerely yours,

Bill Crapser  
State Forester

FY 2013 Paid Up Counties

Albany	Converse	Goshen	Lincoln	Platte	Washakie
Big Horn	Crook	Hot Springs	Natrona	Sheridan	Weston
Carbon	Fremont	Johnson	Niobrara	Sublette	
		Laramie	Park	Teton	

cc: County Fire Warden

MEMO TO: Bill Crapser, Wyoming State Forester  
FROM: Sweetwater County Commissioners  
SUBJECT: FY 2014 Emergency Fire Suppression Account

- a. Paid-Voucher # \_\_\_\_\_ date.
- b. The County of \_\_\_\_\_ desires not to participate.

\_\_\_\_\_  
Chairman

# SWEETWATER C.O.U.N.T.Y

April 8,2013

County Commissioners,

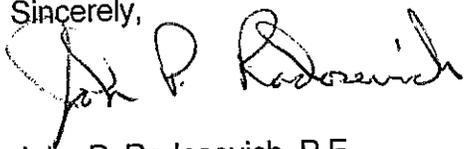
Included in your County Commissioner's Board Packet is a letter inviting Sweetwater to participate in the Emergency Fire Suppression Account thru the Wyoming State Forestry Division.

If the desire of the Board is not to participate, other options may want to be investigated. This may include:

1. Creating a reserve account for Sweetwater County and placing a certain amount in this account each year for future usage. This could also be used for other catastrophic events.
2. Investigating if additional insurance premiums are available for such events.
3. Not doing anything different than current, but realizing that if such an event occurs, Sweetwater County reserve accounts would have to be utilized.

If you have any question, please let me know.

Sincerely,



John P. Radosevich, P.E.  
Public Works Director

RULES AND REGULATIONS  
STATE FORESTER

Chapter 1

Emergency Fire Suppression Account

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RULES AND REGULATIONS  
STATE FORESTER

Chapter 1

Emergency Fire Suppression Account

- Section 1. Purpose. These rules are to govern the administration of the emergency fire suppression account, hereinafter referred to as the EFSA, created by W.S. 36-1-401 et. seq. to provide funds for the cost of suppression and mop-up of qualifying emergency wildland fires.
- Section 2. Authority. These Rules and Regulations of the State Forester are adopted pursuant to W.S. 36-1-403 (a) (iv).
- Section 3. Definitions. As used in this chapter:
- (a) "Authorized Expenditure". A listing of suppression costs which qualify for expenditures from the EFSA.
  - (b) "Contract Year". Same as the State Fiscal Year.
  - (c) "EFSA". Means the Emergency Fire Suppression Account established by W.S. 36-1-401.
  - (d) "Floor Cost". The expenditure required of a participating county before use of the EFSA will be considered.
  - (e) "Jurisdictional Fire Entity(s)". The fire district; municipal, volunteer, or combination fire department; state or federal agency in the participating county within whose jurisdiction(s) the fire is burning.
  - (f) "Participating County". A county, including all fire districts; municipal, volunteer or combination fire departments within the boundaries of the county, which has entered into a Memorandum of Understanding with the Wyoming State Forester to participate in the EFSA and has paid assessments provided by W.S. 36-1-404.
  - (g) "State Forester". The administrative head of the Wyoming State Forestry Division.
  - (h) "State Lands". Lands under jurisdiction of the State Board of Land Commissioners.
  - (i) "Supporting Entity(s)". Any fire district; municipal, volunteer, or

combination fire department; county, state or federal agency providing fire suppression, mop-up or other support and resources to the Jurisdictional Fire Entity(s).

- (j) “Unit Administrator Group.” A group consisting of two or more individuals assigned administrative responsibilities to make coordination decisions and recommendations within the framework of the Annual Operating Plan.

Section 4. EFSA Request.

- (a) Initial notification shall be provided to the State Forester or his designee, as far in advance as possible, of impending emergency conditions or upon determination of the Jurisdictional Fire Entity(s) that fire suppression is beyond their capabilities. Initial notification may be through a phone call, radio or in person.
- (b) EFSA assistance request to the State Forester or his designee must be by the County Fire Warden, Deputy County Fire Warden or a member of the participating county’s Board of County Commissioners. Within twelve (12) hours, or as mutually agreed, of the determination that the fire is beyond the Jurisdictional Fire Entity’s fire suppression capabilities, a completed WSFD EFSA FUNDING REQUEST (WSFD-18) must be faxed or hand-delivered to the State Forester or his designee.
- (c) EFSA requests must be made for each individual fire. The State Forester or his designee may make exceptions.
- (d) To be considered for EFSA assistance, fire suppression activity must be on going and one of the following in effect for the fire site:
  - 1. The National Fire Danger Rating System (NFDRS) rating must be Very High or Extreme.
  - 2. A National Weather Service “Red Flag Alert” or “Fire Weather Watch” in effect.
  - 3. Site specific fire conditions or fire behavior as specified on WSFD-18.
- (e) The Wyoming State Forestry Division will notify the County of its decision, by phone and fax, within eight (8) hours of receipt of a completed WSFD-18.

Section 5. Operational Procedures.

- (a) Upon State Forester’s approval of the county’s request for EFSA funding:

1. The Jurisdictional Fire Entity(s) must maintain a commitment of available resources for the duration of the fire.
2. A Unit Administrator Group will be established between the Jurisdictional Fire Entity(s) and the State Forester or his designee within 12 hours of EFSA approval.
3. On multi-jurisdictional fires the Unit Administrators Group must include representatives from all Jurisdictional Entity(s) including federal agencies.
4. On multi-jurisdictional fires, a cost share agreement must be initiated within twenty-four (24) hours of the EFSA approval and signed by jurisdictional fire entity(s) involved prior to end of the fire.
5. EFSA funds may be used on all State lands.

(b) Payments from Participating Counties

1. The Jurisdictional Fire Entity(s), or by cost share agreement, a county, the State or federal agency(s), shall be responsible for bills associated with the EFSA.
2. Under unusual circumstances, the Jurisdictional Fire Entity(s) may negotiate with the State Forester for direct payment of vendor bills from the EFSA.
3. The Jurisdictional Fire Entity(s) shall submit paid expenses from approved EFSA fires to the State Forester within ninety (90) days following the fire being declared controlled, or by November 15<sup>th</sup> of that year, which ever is sooner.
4. If the Jurisdictional Fire Entity(s) receives payment from insurance or other sources for expenses paid by the EFSA, the Jurisdictional Fire Entity(s) will reimburse the EFSA the amount paid, but not to exceed 100% of expenses paid from the EFSA for the approved fire(s).

Section 6. Disbursements. Expenditures from the EFSA will be made in accordance with the following restrictions:

- (a) Floor cost for suppression and mop-up must be met as defined in the table below:

<u>County Valuation</u>	<u>Required County* Cash Expenditures</u>
0-150.9 Million	\$5,000.00
151-399.9 Million	\$8,500.00
400 + Million	\$12,000.00

\* The Participating County will only be required to meet the EFSA floor cost once per Fiscal Year regardless of how many qualifying EFSA fires they have during the Fiscal year.

- (b) The EFSA may only be used for suppression and mop-up costs.
- (c) A post accounting internal audit of expenditures may be conducted jointly, by the Wyoming State Forestry Division and Participating County and expenditures will be authorized as contained in Section 7 of these rules and regulations. The State Forester, in case of conflict, retains the right of final resolution.

Section 7. Authorized Expenditures. Assistance from the EFSA is only to help a Participating County cover expenditures from approved, large fires that are beyond the capability of the Participating County to suppress, not to support the regular fire program. All EFSA expenditures will be summarized on EFSA Cost Summary (WSFD 41a) and supported by paid vouchers or copies of checks. All equipment and non-salaried personnel rates will be calculated from rates published in the current County Annual Operating Plans.

- (a) Payments will be based upon the Cost Share Agreement.
- (b) Cost of personnel and equipment during the established mutual aid period are ineligible for EFSA reimbursement.
- (c) Personnel
  1. Jurisdictional Fire Entity(s) salaried employees limited to EFSA fire related overtime cost.
  2. Support entity(s) salaried employees limited to regular hourly rate plus fire related overtime on EFSA fires.
  3. A copy of the Emergency Firefighter Time Report (OF-288) available from the Wyoming State Forestry Division must support personnel payments.

(d) Equipment

1. Twenty-five (25) percent of the Jurisdictional Fire Entity(s) firefighting equipment costs will be eligible for reimbursement from the EFSA.
2. Support Entity(s) fire fighting equipment will be reimbursed one hundred (100) percent.
3. A copy of the Emergency Use Invoice (OF-286) available from the Wyoming State Forestry Division must support all equipment use.

(e) Supplies. Cost of fire related supplies will be accepted.

Section 8. Insufficient Funds.

If the State Forester determines funds in the EFSA may be insufficient to make reimbursement for the full cost of suppression and mop-up of qualifying fires occurring, or which may occur, during the year, he may delay reimbursement until the close of the calendar year, at which time reimbursement will be a prorated share of qualifying EFSA expenditures.

ARTICLE 4  
EMERGENCY FIRE SUPPRESSION ACCOUNT

**36-1-401. Definitions.**

(a) As used in this article:

(i) "Division" means the Wyoming state forestry division of the office of state lands and investments;

(ii) "Emergency fire" means a fire located in a rural area which is, or clearly threatens to be, beyond the fire control resources of the county responsible for suppression of the fire or the state if the fire is located on state lands;

(iii) "Emergency fire suppression account" or "account" means the account created by W.S. 36-1-402;

(iv) "Participating county" means a county which has entered into a contract with the division to participate in the emergency fire suppression account and has paid the assessments provided by W.S. 36-1-404.

**36-1-402. Emergency fire suppression account; creation; investment of funds; authorized expenditures.**

(a) There is created the emergency fire suppression account. The account shall include all legislative appropriations, all assessments paid into the account by participating counties and all income from investments of monies in the account. Appropriations to the account shall not lapse at the end of any fiscal period.

(b) The state treasurer shall invest any portion of the funds in the account which the state forester determines is not needed for immediate use. Investments shall be made as authorized by W.S. 9-4-715(a), (d) and (e).

(c) Upon written approval of the state forester, expenditures shall be made out of the account to participating counties and the division for the actual costs of suppressing emergency fires.

(d) If the state forester determines monies in the account may be insufficient to make reimbursement for the full cost of suppressing all emergency fires occurring or which may occur

during the year, he may delay paying reimbursement to any entity until the close of the program year at which time available monies shall be prorated among those entitled to reimbursement at an amount less than one hundred percent (100%).

**36-1-403. Powers and duties of state forester.**

(a) The state forester shall:

(i) Administer the emergency fire suppression account;

(ii) Enter into contracts on behalf of the division with counties desiring to participate in the account;

(iii) Establish and collect assessments from participating counties in accordance with this article;

(iv) Adopt rules governing the administration of the emergency fire suppression account and to carry out the purposes of this article.

**36-1-404. Participation by counties; assessments; withdrawal from participation; forfeiture of assessments for failure to pay assessments.**

(a) Counties desiring to participate in the emergency fire suppression account shall enter into a written contract with the state forester and shall pay the assessments provided for in this section.

(b) Each participating county shall pay an annual assessment to the account in an amount equal to:

(i) Four-tenths of a cent (\$.004) per acre for each acre of private land in the county as determined by reference to the current equality state almanac published by the department of administration and information; plus

(ii) An amount equal to .00002 times the assessed valuation of the county.

(c) Participation in the account shall be on a fiscal year basis and annual assessments shall be paid on or before July 15 of each year in which the county elects to participate in the account.

(d) Repealed by Laws 2008, Ch. 8, § 2.

(e) Any county electing to participate in the account in any year may become a participating county by paying an initial assessment equal to the annual assessment computed for that county under subsection (b) of this section multiplied by three (3).

(f) Any county electing to withdraw from participation in the account or failing to pay the annual assessment when due shall forfeit all of its rights to the account and any assessments previously paid by that county shall remain in the account.





2013

**WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN****SWEETWATER COUNTY, WYOMING**

This Plan is between the USDI Bureau of Land Management (BLM), Wyoming State Forestry Division (WSFD), USDA Forest Service (USFS), USDI Fish & Wildlife Service (USFWS), Sweetwater County Fire District #1, Eden-Farson Fire District, Town of Granger, Town of Wamsutter and Sweetwater County.

**PREAMBLE**

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service #11-FI-11020000-020, USDI Bureau of Land Management #MOU-WY-930-1202, USDI National Park Service #12491200001, USDI Bureau of Indian Affairs #A12MA00028 and the USDI Fish and Wildlife Service #14-48-FF06R03000-12-K001.

**PURPOSE:**

This is a Sub-Geographic Area Annual Operating Plan (AOP) applicable to all signatory parties within Sweetwater County, Wyoming. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

**RECITALS:**

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

**INTERAGENCY COOPERATION:****Interagency Dispatch Centers:**

1. The Entities agree to participate in the neighborhood dispatch system. The entities give authority to the dispatch center to provide the services required in support of the appropriate center's charter and operating plan. For specifics, see the dispatch center plans.
2. After initial dispatch, on State, Private, BLM High Desert District, and USFWS ownership fires, Rawlins Interagency Dispatch Center will be used for the dispatch contact, on Wind River Bighorn Basin District BLM ownership fires, Cody Interagency Dispatch Center will

be used. For fires on USFS ownership, Uinta Basin Interagency Fire Center will be used. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers will determine which dispatch center to use.

### **Mobilization Process for State and County Resources:**

When resources, stated in ROSS, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective Dispatch Center of their assignment. It is also their responsibility to notify the respective Center when they return home.

### **Standards:**

#### FIREFIGHTER QUALIFICATIONS

Three levels of expertise are recognized.

1. Within jurisdiction the qualifications for local resources utilized for fire suppression within the County will use NWCG 310-1 as a guide.
2. Outside of jurisdiction, all resources will meet NWCG 310-1 standards. Certification will be the responsibility of the sending Entity.
3. All county and state Unit Leader positions and above will be NWCG 310-1 qualified. Certification is the responsibility of Wyoming State Forestry Division/Agency.

#### PREPAREDNESS:

### **Protection Areas and Boundaries:**

See Exhibit A.

### **Methods of Fire Protection and Suppression:**

#### Reciprocal Fire Protection Services (Mutual Aid)

1. The entire county is considered as a reciprocal protection zone.
2. Within the reciprocal fire protection zone, each Entity shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire to the jurisdictional Entity. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
3. Reciprocal protection is not construed as an automatic 24 hour dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and

additional forces to expedite release of the supporting Entity in advance of the maximum 24 hour reciprocal fire protection.

Reimbursable Fire Protection Services

1. The entire county is considered as a reimbursable fire protection zone after the initial 24 hours of reciprocal protection.

Offset or Exchange

1. None identified.

**Joint Projects and Project Plans:**

COMMUNITY WILDFIRE PROTECTION PLANS (CWPP)

On fires that threaten, or involve, the Wildland Urban Interface (WUI), the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

**Fire Prevention/Education/Mitigation:**

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

Entities will make available a contact list of people who can assist in wildfire prevention and education.

**Fire Restrictions:**

Fire Restrictions and/or Closures will be coordinated between the entities to include initiating, implementing, and lifting. Reference Wyoming Interagency Fire Restriction Plan.

**Prescribed Fire (Planned Ignitions) and Fuels Management:**

1. Fuels management and prescribed fire projects will be coordinated with the entities to this agreement.
2. Wildfires resulting from escaped prescribed fire incidents, at the direction or under the supervision of one of the entities to this agreement, shall be the responsibility of that Entity. All subsequent activities will be coordinated with the appropriate Entity. All incident management costs, unless otherwise agreed upon, exclusive of reciprocal periods, shall be borne by the responsible Entity and documented in a cost share agreement.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.

4. Entities agree to share and reimburse, according to the rates established in Exhibits C, D, E and F, for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed

**Smoke Management:**

Within their authorities, the Entities to this Agreement agree to coordinate with the Wyoming Department of Environmental Quality (WDEQ), Air Quality Division, Smoke Management Program. WDEQ has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

**OPERATIONS:**

**Fire Notifications and Reporting:**

All fires and initial action on or near land under the protection of an Entity to this agreement will be reported promptly to the protecting Entity through Rawlins Interagency Dispatch Center and further instructions agreed upon.

For list of contacts for notification or requests of assistance see the directory (attachment 2).

**Initial Attack:**

If one or more entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or turn command over to another Entity if they have more qualified supervisory personnel. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so. Based on the incident complexity, qualified personnel will assume command or agree to implement Unified Command of a multi-jurisdictional fire.

**Independent Action on Lands Protected by Another Entity:**

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting agency and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

**Special Management Considerations:**

**Use of Heavy Equipment**

On all federal lands, use of dozer, road patrol, or grader is not authorized for initial attack except in situations when the Field Manager/District Ranger/Project Leader (in coordination with duty officer or designated official) provides verbal consent, followed by written documentation to the Incident Commander.

### Use of Aerial Retardant on Forest Service Lands

Pursuant to the December, 2011 U. S. Forest Service National Decision regarding aerial retardant application, each National Forest or Grassland has identified areas of federal land where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety are threatened and retardant will mitigate that threat. These areas are identified on a map for each Forest/Grassland and may include areas within 300 feet of waterways (streams and lakes), where threatened, endangered, Forest Service sensitive species habitat occurs that could be impacted by retardant, and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met. For more information, see <http://www.fs.fed.us/fire/retardant/index.html>

### Other Considerations

In situations where a jurisdiction's initial response to a wildfire is based primarily on accomplishing ecological restoration or resource objectives and the wildfire has the potential to affect other jurisdictions, the Unit Administrator Group will be assembled with representatives from all affected entities.

In BLM Wilderness Study Areas (WSA) and Areas of Critical Environmental Concerns (ACEC) special tactics must be used: all vehicles must remain on roads until Resource Advisor arrives on scene to provide site specific guidance. Minimum Impact Suppression Techniques (MIST) will be utilized in all areas pre identified as special management areas. In addition in WSA's no motorized equipment may be used without proper approval including chainsaws.

### Wildland Urban Interface Protection

Structural fire suppression is the responsibility of tribal or the local fire service Entity. Keeping an approaching wildfire from reaching a structure may be the responsibility of any or all Entities to this agreement depending upon the location of the wildfire and the chosen management strategy.

**Private Lands** – Cost associated with the protection of privately owned land and structures are the responsibility of the local fire service Entity that has jurisdiction for the private property.

**Federal Lands w/Private Structures** - Costs associated with the protection of privately owned structures on federal lands are the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure or the immediate area surrounding structure. The federal agencies will be responsible for costs associated with keeping the fire from reaching the structures.

Entities that elect not to suppress an ignition with intent to manage the fire for resource objectives are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands, unless negotiated otherwise with the other affected jurisdictions. For incidents that have an initial response objective of protection (suppression) and it is later determined that there is also an opportunity to effectively manage a portion of the incident for resource objectives should follow

the standard cost share principles and may need to develop additional cost share agreements based on changes in the situation and objectives.

The local fire service Entity is responsible for developing structure protection plans and coordinating with the incident management team to implement the plan. This could include the local fire service Entity preparing the plan themselves or working with the incident management team to obtain resources to prepare and implement the plan. The local fire service Entity is responsible for determining any actions to be applied directly to a structure such as wrapping; applying foam, fire gels, or other retardants; sprinklers, etc.

#### **Decision Process:**

#### ESCAPED FIRES OR FIRES THREATENING OTHER JURISDICTIONS

Field personnel, involved in fire suppression action, will contact the other protecting entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary, attachment 1) may be assembled by the initial attack Entity to represent the protecting entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see the directory (attachment 2).

#### 1. Guidelines for assembling the Unit Administrator Group

- a. A wildland fire that escapes initial attack or threatens other jurisdictions.
- b. The fire is to be determined at a Type III or higher complexity level.
- c. Containment is not anticipated before the next burning period.

#### 2. The Unit Administrator Group's function is:

- a. To participate in development and approval of wildfire decision documents for managing a fire incident.
- b. To recommend to the appropriate Agency Administrator(s) the level at which the incident should be managed.
- c. To prepare a Delegation of Authority for Agency Administrator(s) signature.
- d. To act as the Entity representative for the respective Entity.
- e. To develop incident management objectives and agree on management actions needed.
- f. To initiate a written cost share agreement for Agency Administrator(s) approval with signatures prior to the end of the fire.
- g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire
  1. The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
  2. The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

#### **Delegation of Authority:**

Incidents that have been declared as exceeding initial attack and transition to extended attack will have an incident specific delegation of authority in place as soon as possible.

**Preservation of Evidence/Fire Cause Determination:**

Each Entity is responsible for investigating all fires and taking appropriate law enforcement action for all human caused fires on lands under their jurisdiction. The initial attack Incident Commander will take all reasonable precautions to preserve evidence found.

Entities shall render mutual assistance in investigation, law enforcement activities, and courtroom proceedings of human caused fires to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

**USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES:****Cost Share Agreement:**

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated prior to close out.

When fires are managed for multiple management objectives, a cost share agreement will be negotiated on a case by case basis. When agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

See Exhibit G

**Training:**

The entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area. Zone training representatives are responsible for coordinating with all entities for the planning and delivery of wildland fire training.

**Communication Systems:**

Communication frequencies to be used for initial attack are included in attachment 3.

All parties to this agreement give permission for the use of their respective agency's radio frequencies for emergency use only.

All entities will utilize the Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division in 2012.

**Aviation Operations:**

1. Aerial retardants may be used with prior approval of the protecting Entity unless otherwise specified under "Special Management Considerations" of this plan. For list of contacts for retardant usage approval see the directory (attachment 2).
2. Aerial retardants will be paid for by the requesting Entity if prior approval has not been obtained.

3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.

**Billing Procedures:**

1. Federal Billings: Federal Agencies will not bill each other for fire suppression. See sub-paragraph 4 under this section for State and County billings.
2. When non-federal resources respond to non-federal incidents outside the State of Wyoming, bills should be submitted to the jurisdictional agency where an existing payment mechanism has been implemented. If an agreement and payment mechanism do not exist, bills should be submitted to the USDA Forest Service, Rocky Mountain Region.

Wyoming State Forestry Division will coordinate resources, audit bills for service, and forward all completed bills for services to the Forest Service under these qualifying conditions:

- i. When non-federal resources respond to incidents which are outside the State of Wyoming, but are within USDA Forest Service Jurisdiction.
- ii. When the USDA Forest Service is the Lead Agency for Payment.

All completed bills will then be sent to the appropriate Forest Service region at the address listed below.

USDA Forest Service, Rocky Mountain Region  
 Attn: Incident Business - Regional Budget Office  
 740 Simms Street  
 Golden, CO 80401

USDA Forest Service, Intermountain Region  
 Attn: Incident Business - Regional Budget Office  
 324 25<sup>th</sup> Street  
 Ogden, UT 84401

3. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in sub-paragraph 4.
4. State and County Billings: When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill the protecting host unit.

When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional Entity, the Federal Agencies will submit their individual billings to the County and the County will reimburse each individual Agency.

Payment for Wyoming State/County resources will be made directly to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to the appropriate address listed below:

All bills for services provided to the Rocky Mountain Region – Forest Service will be mailed to:

USFS Rocky Mountain Region  
Attn: Incident Business – Regional Budget Office  
740 Simms Street  
Golden, CO 80401

All bills for services provided to the Intermountain Region – Forest Service will be mailed to:

USFS Intermountain Region  
Attn: Incident Business Specialist  
324 25<sup>th</sup> Street  
Ogden, UT 84401

All bills for services provided to the Department of the Interior/BLM will be mailed to:

BLM Wyoming State Office  
Attn: Budget/Incident Business Program Analyst  
PO Box 1828  
5353 Yellowstone Rd  
Cheyenne, WY 82003

All bills for services provided to the Department of the Interior/NPS Intermountain Region will be mailed to:

NPS – Intermountain Region  
Attn: Fire Incident Business Specialist  
12795 W Alameda Parkway, Lakewood, CO 80228  
PO Box 25287, Denver, CO 80225-0287

All bills for services provided to the Department of the Interior/BIA will be mailed to:

Bureau of Indian Affairs – Rocky Mountain Region  
Branch of Fire & Forestry  
Attn: Budget Analyst  
316 N. 26<sup>th</sup> Street  
Billings, MT 59101

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

US Fish & Wildlife Service  
Regional Fire Administrative Officer  
134 Union Blvd, Ste 300  
Lakewood, CO 80228

The non-federal entities of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan exhibits C, D, E, F, and G have been agreed upon and accepted by all entities. Emergency Equipment Rental Agreements will only be executed for equipment not listed in the above exhibits.

The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.

5. Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.
6. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the Federal entities will submit unpaid obligational figures to the non-federal entities by May 15. The non-federal entities will submit unpaid obligational figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable entities.

7. Billing Content: A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

- Fire Time Reports, OF-288**
- Summary of travel charges**
- Equipment Use Invoice and Daily Shift Tickets**
- Credit card bill, list of purchases**
- Cost Share Agreement, when applicable**
- Copy of Resource Order**

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

**Lynda Berckefeldt**  
**Wyoming State Forestry Division**  
**5500 Bishop Blvd.**  
**Cheyenne, WY 82002**

**INCIDENTS OUTSIDE OF THE STATE OF WYOMING:**

Any time non-federal Entity resources respond outside the State of Wyoming, all bills for services will be sent to the address below, where they will be audited and forwarded on as appropriate. Wyoming State Forestry Division (WSFD) will coordinate resources, audit bills for

services, and forward all completed bills for services (Exhibit B's) on to the Forest Service, Rocky Mountain Regional Incident Business – Regional Budget Office.

**Lynda Berckefeldt**  
**Wyoming State Forestry Division**  
**5500 Bishop Blvd.**  
**Cheyenne, WY 82002**

**Payment Due Dates:** All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30 day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.

**Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 30 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

**Fire Cost Meeting:** The entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties of if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.

All supporting entities are subject to examination and audit for 3 years after final payment.

#### **Cost Recovery:**

The Authorized Representatives of affected entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Entity taking reciprocal action.

#### **GENERAL PROVISIONS:**

##### **Modification:**

Modifications within the scope of this Agreement shall be made by mutual consent of the entities, by the issuance of a written modification request with a minimum 20 days notice, signed and dated by all entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

##### **Annual Review:**

This Annual Operating Plan is reviewed annually by April 15 and revised, as needed. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan annually.

**Entirety of Agreement:**

This Agreement consisting of 13 pages, Attachments 1-3, and Exhibits A-H, represents the entire and integrated Agreement between the entities.

**Duration of Agreement:**

This Annual Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all entities.

**Authorized Representatives/Signatures:**

By signature below, all signatories to this Annual Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Annual Operating Plan. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my Entity will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

**PREPARED AND APPROVED BY:**

Sweetwater County Fire Warden 430 Blair Avenue, Rock Springs, WY 82901	(Printed Name)	Date
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Chairman, Sweetwater County Commissioners Courthouse, Green River, WY 82935	(Printed Name)	Date
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Chairman, Sweetwater County Fire District #1 P.O. Box 2940, Rock Springs, WY 82901	(Printed Name)	Date
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Chairman, Eden-Farson Fire District P.O. Box 6, Farson, WY 82932	(Printed Name)	Date
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Mayor, Town of Granger P.O. Box 42, Granger, WY 82934	(Printed Name)	Date
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Mayor, Town of Wamsutter P.O. Box 6, Wamsutter, WY 82336	(Printed Name)	Date
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Field Manager Kemmerer Field Office, Bureau of Land Management 312 Highway 189 North, Kemmerer, WY 83101	(Printed Name)	Date
Field Manager Rock Springs Field Office, Bureau of Land Management 280 Highway 191 North, Rock Springs, WY 82901	(Printed Name)	Date
Field Manager Rawlins Field Office, Bureau of Land Management 1300 Third Street, Rawlins, WY 82301	(Printed Name)	Date
Field Manager Lander Field Office, Bureau of Land Management Lander, WY 82520	(Printed Name)	Date
District Manager Wind River/Big Horn Basin District Office, Bureau of Land Management P.O. Box 119, Worland, WY 82401	(Printed Name)	Date
District Manager High Desert District Office, Bureau of Land Management 280 Highway 191 North, Rock Springs, WY 82901	(Printed Name)	Date
Project Leader Seedskadee National Wildlife Refuge Complex, US Fish & Wildlife Service P.O. Box 700, Green River, WY 82935	(Printed Name)	Date
Forest Supervisor, Ashley National Forest 355 North Vernal Avenue, Vernal, UT 84078	(Printed Name)	Date
District Forester, Wyoming State Forestry Division P.O. Box 1678, Pinedale, WY 82941	(Printed Name)	Date

## ATTACHMENT 1

### GLOSSARY

**Agency:**

State, County and Federal Cooperators.

**Area of Critical Environmental Concern (ACEC):**

An area of public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural, or scenic values, fish, and wildlife resources, or other natural system or processes, or to protect life or provide safety from natural hazards.

**County:**

County and local fire service entities.

**County and local fire service entities:**

County Fire Organizations, City Fire Organizations, Joint Powers Boards, or Fire Protection Districts.

**Entity:**

All Federal agencies, Wyoming State Forestry Division, Counties, (Fire Districts) and local fire service organizations having jurisdictional responsibility for land and resource management and protection.

**Escaped Prescribed Fire:**

Prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria for conversion are specified in "Interagency Prescribed Fire-Planning and Implementation Procedures Reference Guide".

**Initial Attack (IA):**

A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the fire and put it out in a manner consistent with firefighter and public safety and values to be protected.

**Jurisdictional Entity:**

The Entity having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law.

**Line Officer:**

Managing officer, or designee, of the agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management.

**Prescribed Fire:**

Any fire ignited by management actions to meet specific objectives. A written, approved prescribed fire plan must exist, and NEPA requirements (where applicable) must be met, prior to ignition.

**Protecting Entity:**

The Entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provide by contract, cooperative agreement, etc.

**Protection Area Maps:**

Official maps of the annual operating plans. Example: Maps showing protection area responsibilities.

**Reciprocal Fire Protection:**

A Supporting Entity will take initial attack in support of the Protecting Entity. The Protecting Entity will not be required to reimburse the Supporting Entity for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the reciprocal period as defined in this plan, not to exceed 24 hours.

**Reimbursable Fire Protection:**

Fire suppression resources will be paid for by the requesting Protecting Entity per the conditions in the Wyoming Interagency Fire Management Agreement, Wyoming Interagency Cooperative Fire Management Agreement and this Annual Operating Plan.

**State Lands:**

All lands under the jurisdiction of the Board of Land Commissioners.

**Supporting Entity:**

An Entity providing suppression or other support and resource assistance to a protecting Entity.

**Suppression:**

All the work of extinguishing or confining a fire beginning with its discovery.

**Unit Administrator Group:**

A group consisting of two or more individuals assigned administrative responsibilities to make coordinating decisions and recommendations within the framework of the Annual Operating Plan.

**Wildfire:**

An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

**Wildland Fire:**

Any non-structure fire that occurs in the wildland. Three distinct types of wildland fire have been defined and include wildfire, wildland fire use, and prescribed fire.

**Wildland Fire Decision Support System (WFDSS):**

This system assists fire managers and analysts in making strategic and tactical decisions for fire incidents. It has replaced the WFS (Wildland Fire Situation Analysis), Wildland Fire Implementation Plan (WFIP), and Long-Term Implementation Plan (LTIP) processes with a single process that is easier to use, more intuitive, linear, scalable, and progressively responsive to changing fire complexity. The end product of WFDSS is a DAR (Decision Analysis Report).

**Wildland Fire Situation Analysis (WFS):**

A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria.

**Wilderness Study Area (WSA):**

A roadless area which has been found to have wilderness characteristics.

**Wildland Urban Interface (WUI):**

The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. (Synonym: I-Zone, Wildland/Urban Interface) Citation: H.R. 1904-3 "Healthy Forests Restoration act of 2003".

## ATTACHMENT 2

## DIRECTORY

Listed below are the Entity positions in order of authority for decisions within each Agency. For purpose of notification, request of assistance, approval of retardant or equipment use, and for representatives for the Unit Administrator Group use the call list which is arranged according to the order each Agency and County wants their representatives called. Each Entity representative will be responsible to follow the proper procedure for their Agency.

BLM Lands – District Fire Management Officer/Field Office Manager or their designated representative.

State Lands - Assistant State Forester - Fire Management/District Forester/ or their designated representative.

National Forest Lands - District Ranger/Forest Fire Management Officer or their designated representative.

BIA Lands - Fire Management Officer or their designated representative.

National Park Service Lands - Fire Management Officer/Chief Ranger or their designated representative.

U.S. Fish & Wildlife Service Lands - Manager or their designated representative.

Private Lands - County Commissioner: District Fire Board, County Fire Warden or their designated representative.

## Entity Representatives

a.	David Bottemiller	Sweetwater County
b.	Brook Lee	Wyoming State Forestry Division
c.	Ivan Erskine	USFS, Ashley National Forest
d.	Ed Sabourin	Eden - Farson Fire District
e.	Jim Wamsley	Sweetwater County Fire District #1
f.	Ronald Nelson	Town of Granger
g.	Robb Phipps	Town of Wamsutter
h.	Tom Koerner	Seedskadee National Wildlife Refuge Complex
i.	Frank Keeler	BLM, High Desert District
j.	Chuck Russell	BLM, Wind River / Big Horn Basin District
k.	Troy Suwyn	BLM, Vernal Field Office

The above individuals or their designee will represent the participating agencies when a Unit Administrator Group is needed.

CALL LIST

**To report fires burning on private land or county land notify:**

Sweetwater County Sheriff Dispatcher  
(B) 911 or 307-872-6350 ext. 1

David Bottemiller, County Fire Warden  
(B) 307-922-5361 (C) 307-354-6062

Vacant, Deputy County Fire Warden  
(B) 307-922-5360

**To report fires burning on State of Wyoming land notify**

Brook Lee, District Forester  
(B) 307-367-2119 (H) 307-859-8334 (C) 307-749-7940

Jacob McCarthy, Assistant District Forester  
(B) 307-787-6148 (C) 307-631-2592

Ron Graham, Fire Management Officer  
(B) 307-777-3368 (H) 307-637-6911 (C) 307-631-7333

**To report fires burning on United States Forest Service land, notify:**

Uintah Basin Interagency Fire Center 24 hour answering service June 1 to October 1

(B) 435-789-7021 24 hour service (C) 435-828-0145 Cheryl Nelson  
(C) 435-790-7087 Dirk Huber

Forest FMO, Ivan Erskine  
(B) 435-781-5109 (C) 435-790-7090

East Zone FMO, Lucas Santio  
(B) 435-781-5144 (C) 435-790-4680

East Zone AFMO, Vacant  
(B) 435-781- (C) 435-790-

**To report fires burning on Bureau of Land Management land, notify:**

Rawlins Interagency Dispatch Center  
(B) 800-295-9953 or 307-328-4393

Frank Keeler, FMO BLM High Desert District  
(B) 307-352-0282 (C) 307-350-6994

Mike Spilde, AFMO BLM High Desert District  
(B) 307-352-0217 (C) 307-350-6996

Richard Putnam, Fuels AFMO BLM High Desert District  
(B) 307-352-0236 (C) 307-350-2207

**To report fires burning on Bureau of Land Management land, notify:**  
Cody Interagency Dispatch Center  
(B) 800-295-9954 or 307-578-5740

Chuck Russell, FMO BLM Wind River / Big Horn Basin District  
(B) 307-347-5213 (H) 307-347-7988 (C) 307-388-5144

Ryan Sundberg, AFMO Operations BLM Wind River / Big Horn Basin District  
(B) 307-347-5188 (C) 307-388-5188 **24-hour DO** 307-347-3473

Rance Neighbors, AFMO Fuels BLM Wind River / Big Horn Basin District  
(B) 307-332-8472 (H) 307-332-0497 (C) 307-330-6743

**To report fires burning on Seedskafee National Wildlife Refuge notify:**  
Rawlins Interagency Dispatch Center  
(B) 800-295-9953 or 307-328-4393

Tom Koerner, Project Leader  
(B) 307-875-2187 x 16 (C) 307-413-6149

Tracy Swenson, FMO  
(B) 435-734-6449 (C) 435-740-0572

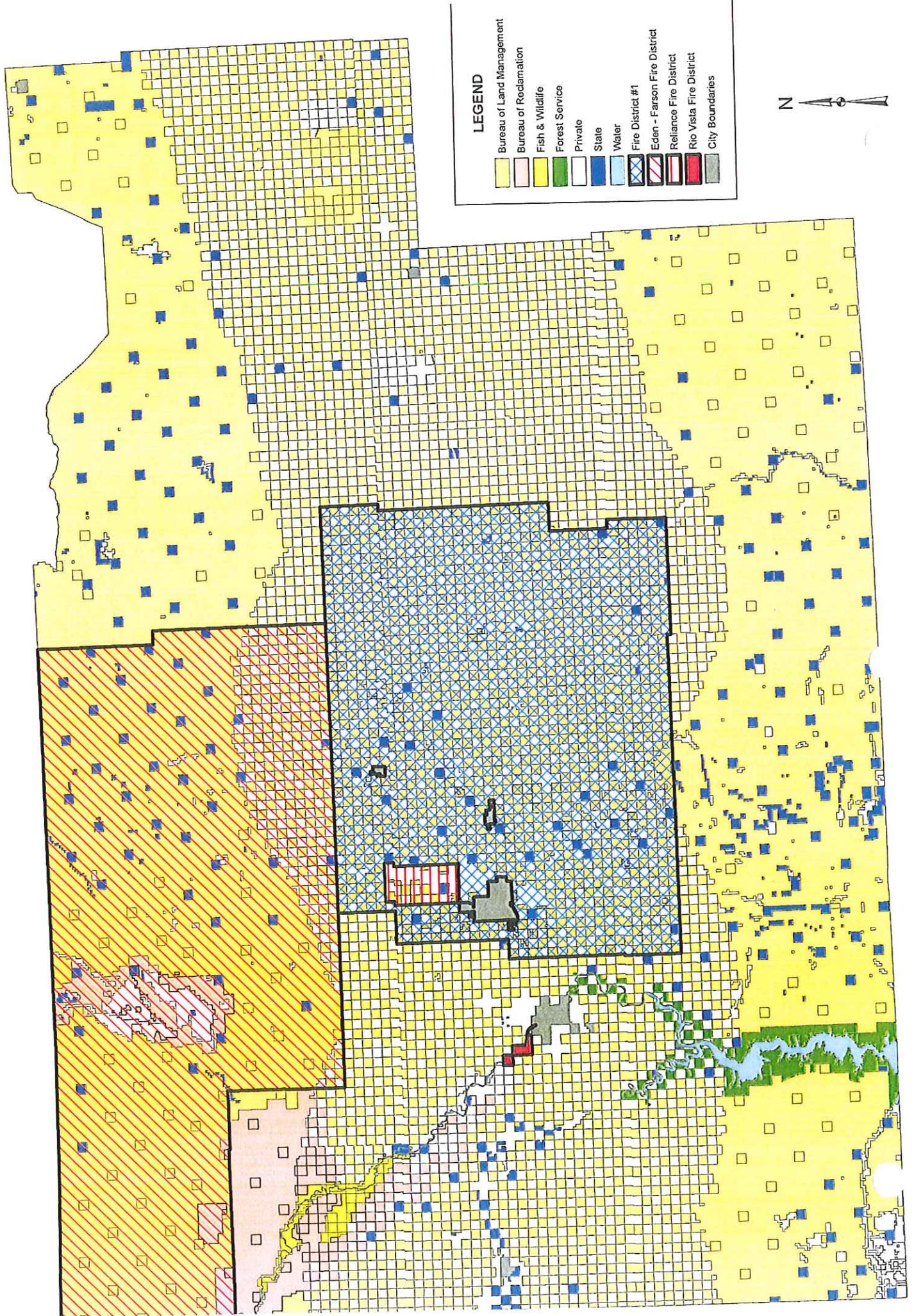
**ATTACHMENT 3**

<b>INITIAL ATTACK FREQUENCIES</b>				
<b>Label</b>	<b>Rx freq</b>	<b>Rx CG</b>	<b>Tx freq</b>	<b>TxCg</b>
STATE FORESTRY LOCAL	151.160		151.160	
SWEETWATER CO LOCAL	155.055		155.055	
BLM FIRE 1 (Lander Tactical)	166.6375		166.6375	
BLM FIRE 2 (High Desert Tactical)	166.825		166.825	
FERN	154.280		154.280	
ROCK SPRINGS BLM (Aspen)	168.575		168.575	
ROCK SPRINGS RPT (Little Mountain.)	168.575		165.000	136.5
RAWLINS BLM RPT (Flat Top)	168.275		164.250	123.0
WRBD BLM RPT (Limestone)	168.525		172.4375	136.5
ASHLEY NF DIRECT	172.225		172.225	
ASHLEY NF RPT (East Park)	172.225		170.550	136.5
VERNAL BLM RPT (Goslin)	172.625		164.950	110.9
A/G 12 (east of highway 191 and north of highway 28)	167.075		167.075	
A/G 10 (east of highway 191 and south of highway 28)	166.9375		166.9375	
A/G 14 (west of highway 191)	167.500		167.500	

RADIO FREQUENCIES FOR EMERGENCY USE

Label	Rx freq	Rx CG	Tx freq	TxCG
FERN	154.280		154.280	
STATE MUTUAL AID	154.875		154.875	
STATE FORESTRY (1) DIRECT	151.430		151.430	
STATE FORESTRY (2) DIRECT	151.160		151.160	
STATE FORESTRY (3) FIRE	151.295		151.295	
SWEETWATER CO FIRE DIRECT	155.055		155.055	
SWEETWATER CO FIRE REPEAT	155.715		155.055	118.8
BLM FIRE 1 (WRBD Tactical)	166.6375		166.6375	
BLM FIRE 2 (High Desert Tactical)	166.825		166.825	
ROCK SPRINGS BLM REPEAT (Aspen)	168.575		168.575	
ROCK SPRINGS BLM RPT (Hogsback)	168.575		165.000	110.9
ROCK SPRINGS BLM RPT (Twin Buttes)	168.575		165.000	123.0
ROCK SPRINGS RPT (Little Mountain.)	168.575		165.000	136.5
RAWLINS BLM SHEEP MTN	168.275		168.275	
RAWLINS BLM RPT (Flat Top)	168.275		164.250	123.0
WRBD BLM RPT (Limestone)	168.525		172.4375	136.5
ROCK SPRINGS PORTABLE REPEATER	168.575		165.000	167.9
VERNAL BLM RPT (Goslin)	172.625		164.950	110.9
ASHLEY NF DIRECT	172.225		172.225	
ASHLEY NF RPT (East Park)	172.225		170.550	136.5
NIMS SCENE OF ACTION	168.550		168.550	
AIR TO GROUND A/G 10 (east of hywy 191 and south of hywy 28)	166.9375		166.9375	
AIR TO GROUND A/G 15 (east of hywy 191 and south of hywy 28)	167.525		167.525	
AIR TO GROUND A/G 12 (east of hywy 191 and north of hywy 28)	167.075		167.075	
AIR TO GROUND A/G 13 (east of hywy 191 and north of hywy 28)				
AIR TO GROUND A/G 14 (west of highway 191)	167.500		167.500	
AIR TO GROUND A/G 31 (west of highway 191)	171.525		171.525	

# EXHIBIT A SWEETWATER COUNTY OWNERSHIPS



**EXHIBIT B**  
**INVOICE FORM FOR WYOMING FIREFIGHTERS AND EQUIPMENT**  
**WILDLAND COOPERATIVE FIRE CONTROL AGREEMENT**

USDA-FSR2: 11-FI-11020000-020      USDI-BLM: BLM-MOU-WY-930-1202      USDI-FWS: 14-48-FF06R03000-1-K00  
 USDA-FSR4: 11-FI-11020000-020      USDI-BIA: A12MA00028      USDI-NPS: 12491200001

FIRE NAME \_\_\_\_\_ ACCOUNTING CODE \_\_\_\_\_ FIRE NUMBER \_\_\_\_\_

REQUEST NO:(O,E,A,&S) \_\_\_\_\_ INCLUSIVE DATES: \_\_\_\_\_ thru \_\_\_\_\_

*EQUIPMENT: (EXHIBITS C, D & E)*

NOTE: Separate Equipment Rental Agreements must be executed for equipment not on Exhibit C.

DESCRIPTION	NO.	TOTAL		RATE <sup>1</sup>	COST	Aid		FUEL DED.	COST less DEDUCTIONS
		HRS	MIN			HRS	MIN		
FEPP or Ex-Military 6X6 750+ gal Engine Type 4X				\$78.00					
FEPP (GFD Plates) 4X4 150 - 400 gal Engine Type 5/6X				\$28.00					
AWD 500 -750 gal Engine -Type 3X / 4X				\$94.00					
AWD 150 - 400 gal Engine - Type 5X / 6X				\$69.00					
RWD 401 - 750 gal Engine - Type 4/5				\$41.00					
RWD-150 - 400 gal Engine - Type 5/6				\$25.00					
Fire Line Vehicle - only while USED on line				\$29.00					
4x4 Suburban/Excursion				\$74.00					
4x4 Suburban/Excursion				\$0.55					
4x4 Truck - 3/4T				\$60.00					
4x4 Truck - 3/4T				\$0.55					

TOTAL EQUIPMENT COST: \_\_\_\_\_

<sup>1</sup>Rates are from the Mini Mobilization Plan

SALARIES (EXHIBIT F)	NO.	TOTAL HRS	TOTAL RATE <sup>1</sup>	TOTAL SALARIES	% BENEFITS	TOTAL BENEFIT	TOTAL SALARIES + BENEFITS**	DEDUCTIONS			SALARY LESS DEDUCTIONS
								M.A. HOURS	M.A. SALARY	COMMIS	
FF-K			\$54.00								
FF-J			\$46.00								
FF-H			\$43.00								
FF-G			\$40.00								
FF-D			\$31.00								
FF-C			\$25.00								
FF-B			\$20.00								
FF-A			\$15.00								
SALARIED											

TOTAL SALARIES: \_\_\_\_\_

\*\*Benefits include: Unemployment, Workers Comp, Social Security, Medicare, etc....

TOTAL TRAVEL COSTS: \_\_\_\_\_  
 TOTAL VENDOR COST: \_\_\_\_\_  
 TOTAL OTHER COST: \_\_\_\_\_  
 TOTAL COST:

Federal Agency Approval \_\_\_\_\_ Date \_\_\_\_\_

MAKE PAYMENT TO:

I certify, under penalty of perjury, that this claim and the items included therein for payment are correct in all respects.

Signature County Fire Warden \_\_\_\_\_ Date \_\_\_\_\_

TAX ID#: \_\_\_\_\_  
 DUNS # \_\_\_\_\_

## EXHIBIT B1

This information is provided in summary and will provide a general outline for WSFD procedures that differ from other agencies or the Interagency Incident Business Management Handbook. For further information, contact Lynda Berckefeldt, Fire Business Manager at (Work) 307-777-7300, (Cell) 307-421-0065 Fax 307-777-5986 or Ron Graham, Assistant State Forester – Fire Management in Cheyenne, WY, at (Work) 307-777-3368, (Cell) 307-631-7333; FAX 307-777-5986.

The WSFD uses all Incident Command System (ICS) forms, the same as in the Interagency Incident Business Management Handbook and in the finance kits. In addition, all state and county resources responding to any incident (private, state, federal) will have a copy of the “Mini Fire Mobilization Plan for Wyoming”, available from WSFD, which contains the established procedures and rates. This information can also be found on the following web site:

**<http://sif-web.state.wy.us/forestry/adobe/miniplan.pdf>**

The following additional methods apply when working on state or private land incidents or with state or county resources on federal land incidents.

### Emergency Fire Suppression Account (EFSA) Fires:

WSFD will become the Administrative Office for Payment for state & private land EFSA qualifying fires. WSFD will keep all original documentation and whenever possible will process all I-BPA and EERA payments. WSFD can and will make payments based on any current federal agreement.

Payment office address for Wyoming EFSA fires is:

Wyoming State Forestry Division  
5500 Bishop Blvd.  
Cheyenne, WY 82002

On large multi-jurisdictional, federal land fires that qualify as an EFSA fire; the cost share agreement will specify the Administrative Office for Payment. On multi-jurisdictional fires, the agencies will determine appropriate payment processing.

Contract claim resolutions and corresponding payment invoices may be delegated to a federal contracting officer if assigned to an EFSA fire.

### Documentation:

When a Cost Share Agreement is done, it will be noted within the agreement which entity will retain the original financial documentation package. If a cost share agreement is negotiated, an incident package may be requested for each agency represented. IIBMH Chapter 40 guidelines will be followed unless specifically directed otherwise.

## EXHIBIT B1

### **Personnel Timekeeping**

Rates for volunteer firefighters and support personnel are "FF" rates described in Exhibit F of the "Mini Fire Mobilization Plan". **Rates for state and county employees will be their established rate in effect at the time of the incident.**

LEAVE TRAVEL TIME HOME OPEN: TRAVEL TIME HOME WILL BE SIGNED THEN POSTED BY THE COUNTY FIRE WARDEN TO THE EMERGENCY FIRE FIGHTER TIME REPORT (OF-288) AND SUBMITTED ALONG WITH THE ORIGINAL TRAVEL CTR FOR REIMBURSEMENT. For billing purposes, the original (Pink) copy and the employee copy of the Emergency Firefighter Time Report (OF-288) will be sent home with federal, state, county, and volunteer firefighters. The original Emergency Firefighter Time Report (OF-288) should be signed in other than black ink.

### **Entitlements:**

State and county resources do not receive hazard pay. **The percentage of benefits can be added to all fire billings including but not limited to; workers comp, FICA and Medicare. Percentages will be established by employing agency and an itemized listing will be provided to the Wyoming Fire Business Manager.**

State and county resources may purchase from the commissary. Charges must be recorded on the firefighter time report for payment purposes.

Restocking of equipment and supplies from the supply unit is allowed. For items that are not able to be filled at the supply or ground support unit upon demobilization, an "S" number shall be given in order that the item(s) may be purchased at the home unit.

### **Procurement**

Emergency Equipment Rental Agreements, OF-294:

On state land incidents, WSFD personnel can execute OF-294 agreements. On private land incidents, county wardens or their designee can execute OF-294 agreements. On state land incidents, agreements initiated by WSFD personnel do not have to be countersigned by Contracting Officers or Procurement Unit Leaders. The same is true on private land incidents when agreements are initiated by the county warden or designee. On joint ownership incidents the Unit Administrator Group will give direction.

When writing EERA's on state land incidents, use the following address for the "Ordering Office" which is also the office of payment:

Wyoming State Forestry Division  
5500 Bishop Blvd  
Cheyenne, WY 82002

## EXHIBIT B1

When writing EERA's on private land incidents, use the local county's title for check payment and the county fire warden's address. It can be found in the "Mini Fire Mobilization Plan".

Direction may be given by the Unit Administrator Group for EERA's on joint ownership incidents.

For agreement numbers on state land incidents, check with the local district forester to secure a block of numbers. For private land incidents check with the local county fire warden.

During completion of the CONTRACTOR block, the EIN/SSN number must be filled in. A signed WOLFS-109 or W-9, Request for Taxpayer Identification Number and Certification, must be completed before payment is possible. The WOLFS-109 form can be found as Exhibit D-1 and should be completed when the "Administrative Office for Payment" is Wyoming State Forestry Division. The W-9 form can be found as Exhibit D-2 and should be completed when the "Administrative Office for Payment" is the local jurisdictional county.

Only prepare an EERA for equipment not covered in Exhibits C, D & E of the Mini Fire Mobilization Plan when state and county equipment is used on incident. Shift tickets, fuel issues, and use invoices should be prepared for these units. The protecting agency will be billed for the services.

### **Emergency Equipment Use Invoice, OF-286:**

Emergency Equipment Use Invoices will be used when hiring any equipment and for miscellaneous expenses. When completing the Emergency Equipment Use Invoice, the preparer must enter the EIN/SSN number for payment processing as explained in the EERA instructions.

**Effective Dates of Agreement:** 04/15/present year through 04/14/following year

On state land incidents, enter the Cheyenne address in the Administrative Office For Payment block. For private land incidents, enter the Local County or fire district address in the block. For joint ownership incidents the Unit Administrator Group will give direction.

During completion of the CONTRACTOR block, the EIN/SSN number must be filled in. A signed WOLFS-109 or W-9, Request for Taxpayer Identification Number and Certification, must be completed before payment is possible. The WOLFS-109 form can be found as Exhibit D-1 and should be completed when the "Administrative Office for Payment" is Wyoming State Forestry Division. The W-9 form can be found as Exhibit D-2 and should be completed when the "Administrative Office for Payment" is the local jurisdictional county.

## EXHIBIT B1

As mentioned previously, the rates to be used for state and county department resources are found in the "Mini Fire Mobilization Plan". Procedures for the OF-286 invoices at the end of the incident are to ensure all deductions for fuel, oil and repairs are posted and the documents are signed. Time worked on incident will be finalized on incident.

### **Wyoming equipment remains in paid status during meal breaks.**

Travel time home will be signed then posted by the County Fire Warden to the Emergency Equipment Use Invoice (OF-286) and submitted along with Emergency Shift Ticket (OF-297) for reimbursement. FOR STATE AND COUNTY RESOURCES, ALL ORIGINAL (PINK) SIGNED USE INVOICES (OF-286), SHIFT TICKETS (OF-297) AND FUEL AND OIL TICKETS (OF-304); ARE SENT HOME WITH THE EQUIPMENT FOR BILLING PURPOSES. The original computerized Emergency Equipment Use Invoice (OF-286) should be signed in other than black ink.

### **Miscellaneous Purchases**

The OF-286 can be used for miscellaneous expenses in the same manner as hiring equipment. WSFD and counties do not use Blanket Purchase Agreements, but have a large variety of charge accounts set up in communities throughout the state.

As bills for meals, lodging, fuel or other supplies are turned in to finance, an OF-286 is prepared. These can be documented by each transaction or daily. Remember do not include sales tax. It can be taken off in the deductions section if tax has been added to the bill.

Copies of the vendors itemized invoice showing name, address, date, incident name, and total amount due, must be attached to the OF-286. The vendor invoices must be signed by the person making the purchase. A maximum 15 percent gratuity may be included on meal invoices (except sack and "to go" lunches).

### **Agency Provided Medical Care**

APMC will be provided on state and private land incidents the same as outlined in the Interagency Incident Business Management Handbook.

Complete all forms as described in the handbook. In addition, on state and private land incidents a "Wyoming Report of Injury" must be completed on all non-federal personnel.

This form along with other Workers Compensation forms can be found on pages 89-90 of the "Mini Fire Mobilization Plan" as exhibits F2 through F6. They may also be obtained through the local district forester or county fire warden and the completed form needs to be turned in to the district forester or county warden as soon as possible for further processing.

## EXHIBIT B1

### **Ordering of Wyoming State Forestry Inmate Crews (Smokebusters & Fire Wranglers) and State of Wyoming Exclusive Use Helicopter:**

In order to streamline the mobilization of the above mentioned WSFD resources, Northern Great Plains (Rapid City, SD), Northern Utah (Salt Lake City, UT) Teton (Moose, WY) and Rawlins (Rawlins, WY) Interagency Dispatch Centers may order directly from the dispatch center in charge of that resource.

- ❖ The Smokebusters (based out of the Wyoming Honor Conservation Camp in Newcastle, Wyoming) can be ordered directly from Casper Interagency Dispatch Center.
- ❖ The Fire Wranglers (based out of the Wyoming Honor Farm in Riverton, Wyoming) can be ordered directly from Cody Interagency Dispatch Center
- ❖ The State of Wyoming Exclusive Use Helicopter (based out of the Casper area) can be ordered directly from Casper Interagency Dispatch Center

This ordering will be done via the Resource Ordering Status System (ROSS).

These resources are restricted to the State of Wyoming boundaries, with the following exception.

#### **Inmate Hand Crews (Smokebusters) (Fire Wranglers)**

The Wyoming State Forestry Division operates forestry/firefighting programs at the Wyoming Honor Conservation Camp in Newcastle, (the Smokebusters) and the Wyoming Honor Farm in Riverton, (the Fire Wranglers). They have approximately 70 NWCG qualified inmates who can be dispatched to both wildland and prescribed fires within the state. They can also be dispatched to wildland fires in the Black Hills of South Dakota. These crews are configured as 5 to 7 man squads with a red carded crew boss from the State Forestry Division. In some instances a Department of Corrections officer will be sent along with the 20 man crews. In lieu of a correctional officer, the crew supervisors will be responsible for the inmate crew's needs before, during and after shift. This may cause the supervisors to claim work hours in excess of the 2:1 work/rest ratio. The supervisors "in camp" work hours should not be counted against the work/rest ratio. The Smokebusters are dispatched through the Casper Interagency Dispatch Center. The Fire Wranglers are dispatched through the Cody Interagency Dispatch Center.

Individual Emergency Firefighter Time Reports (OF-288) will be kept on individual crew bosses and correctional officers. Emergency Firefighter Time Reports (OF-288) will not be kept on individual inmate crewmembers. Do only one OF-288 for each crew. Name them; number of crew members plus which group they are, (i.e. 14 Smokebusters, 7 Smokebusters, 7 Smokebusters (2), 7 Wranglers, 7 Wranglers (2)).

**For COST portion of I-Suite only:** the estimated cost of a 7 man squad including supplies, crew bosses and equipment is \$830.00 per day. An estimated cost of a 20 man crew including supplies, crew bosses and equipment runs \$2,500.00 per day.

## EXHIBIT B1

### **Ordering of Wyoming Office of Homeland Security (WOHS), Wyoming Military Department (WMD) and Wyoming Department of Transportation (WYDOT) resources:**

Orders for resources for wildland fire incidents from these state agencies will be placed with the Interagency Zone Dispatch Center. The Interagency Zone Dispatch Center will then place the order with the Wyoming State Forestry Division (WSFD) Duty Officer. The WSFD Duty Officer will order the requested resources through these respective state agencies and respond back to the Interagency Zone Dispatch Center with the status.

Available (WMD) incident resources include but are not limited to: ground transportation, Blackhawk Helicopters with buckets, dozers and MAFFS unit. When ordered, a liaison from the Guard will accompany the ordered resources. Upon being ordered the National Guard will notify Wyoming State Forestry Division with the equipment identification and a manifest with the personnel responding.

Available WOHS incident resources include but are not limited to: Communications trailer, portable radio cache, refrigeration trailer and generators.

Available WYDOT incident resources include but are not limited to: Highway signs, dozers, and road graders.

**EXHIBIT B-2**  
**RESPONSIBILITIES OF FINANCE SECTION**  
**WITH WYOMING ENGINES AND RESOURCES**

Receive paperwork package from engine boss/agency representative upon their arrival in incident camp. It should consist of:

1. Emergency Firefighter Time Reports for all firefighters, or Check-In Form
2. Emergency Equipment Use Invoices for all equipment, or Check-In Form
3. Crew Time Report showing travel time to incident.
4. Emergency Equipment Shift Tickets for each piece of equipment showing travel time/mileage to incident.
5. Copy of Mini Fire Mobilization Guide  
Equipment rates: (Exhibit C, D, E & E-1)  
Firefighter rates: (Exhibit F)
6. Resource Order

Complete box 9 for all Emergency Equipment Use Invoices.

Daily: Post times from crew time reports and Emergency Equipment shift tickets to the Emergency Firefighter Time Report and Emergency Equipment Use Invoice.

At demobilization:

1. Verify that all days and times have been posted accurately. Leave travel home open. **Travel time home will be finalized by home unit.**
2. Deduct any fuel costs for equipment on Emergency Equipment Use Invoices.
3. Have engine boss/agency representative check Emergency Firefighters Time Reports and Emergency Equipment Use Invoices. Correct any errors.
4. After Engine Boss/Agency Representative has signed reports and invoices, sign reports and invoices.
5. Give the Engine Boss/Agency Representative (1) the original and employee/contractor copies of all the Emergency Firefighter Time Reports. Make sure all Workers Comp or other medical forms are attached to the Time Reports. (2) Original Emergency Equipment Use Invoices, original Emergency Equipment shift tickets, and fuel and oil tickets.
6. Verify with supply that the cooperater has the right to restock equipment through supply. Provide documentation through the supply unit or ground support unit for a replacement purchase when they arrive at their home unit for any equipment or supplies that cannot be restocked through the supply or ground support units at the incident.

**Administrative Office for Payment: 1) outside State of Wyoming will be the jurisdictional entity, e.g. USFS, BLM, NPS, State of .... 2) within State of Wyoming will be the local office of the responsible agency.**

**FOR BILLING PROCEDURES, THE ORIGINAL FINANCE COPY AND THE EMPLOYEE/CONTRACTOR (COOPERATOR) ORIGINAL OF THE EMERGENCY FIREFIGHTER TIME REPORT (OF-288), ORIGINAL EMERGENCY EQUIPMENT-USE INVOICE (OF-286), ALL ORIGINAL EMERGENCY EQUIPMENT SHIFT TICKETS (OF-297) AND EMERGENCY EQUIPMENT FUEL AND OIL ISSUES (OF-304) WILL BE SENT HOME WITH STATE AND COUNTY RESOURCES.**

**EXHIBIT B-2**  
**RESPONSIBILITIES OF FINANCE SECTION**  
**WITH WYOMING ENGINES AND RESOURCES**

Receive paperwork package from engine boss/agency representative upon their arrival in incident camp. It should consist of:

1. Emergency Firefighter Time Reports for all firefighters, or Check-In Form
2. Emergency Equipment Use Invoices for all equipment, or Check-In Form
3. Crew Time Report showing travel time to incident.
4. Emergency Equipment Shift Tickets for each piece of equipment showing travel time/mileage to incident.
5. Copy of Mini Fire Mobilization Guide  
Equipment rates: (Exhibit C, D, E & E-1)  
Firefighter rates: (Exhibit F)
6. Resource Order

Complete box 9 for all Emergency Equipment Use Invoices.

Daily: Post times from crew time reports and Emergency Equipment shift tickets to the Emergency Firefighter Time Report and Emergency Equipment Use Invoice.

At demobilization:

1. Verify that all days and times have been posted accurately. Leave travel home open. **Travel time home will be finalized by home unit.**
2. Deduct any fuel costs for equipment on Emergency Equipment Use Invoices.
3. Have engine boss/agency representative check Emergency Firefighters Time Reports and Emergency Equipment Use Invoices. Correct any errors.
4. After Engine Boss/Agency Representative has signed reports and invoices, sign reports and invoices.
5. Give the Engine Boss/Agency Representative (1) the original and employee/contractor copies of all the Emergency Firefighter Time Reports. Make sure all Workers Comp or other medical forms are attached to the Time Reports. (2) Original Emergency Equipment Use Invoices, original Emergency Equipment shift tickets, and fuel and oil tickets.
6. Verify with supply that the cooperater has the right to restock equipment through supply. Provide documentation through the supply unit or ground support unit for a replacement purchase when they arrive at their home unit for any equipment or supplies that cannot be restocked through the supply or ground support units at the incident.

**Administrative Office for Payment: 1) outside State of Wyoming will be the jurisdictional entity, e.g. USFS, BLM, NPS, State of .... 2) within State of Wyoming will be the local office of the responsible agency.**

**FOR BILLING PROCEDURES, THE ORIGINAL FINANCE COPY AND THE EMPLOYEE/CONTRACTOR (COOPERATOR) ORIGINAL OF THE EMERGENCY FIREFIGHTER TIME REPORT (OF-288), ORIGINAL EMERGENCY EQUIPMENT-USE INVOICE (OF-286), ALL ORIGINAL EMERGENCY EQUIPMENT SHIFT TICKETS (OF-297) AND EMERGENCY EQUIPMENT FUEL AND OIL ISSUES (OF-304) WILL BE SENT HOME WITH STATE AND COUNTY RESOURCES.**

**EXHIBIT C  
EQUIPMENT USE RATES**

EQUIPMENT DESCRIPTION	ICS TYPE	Unmanned Work Rate	Special Rate	Minimum Guarantee
FEPP or Ex-Military 6X6 750+ gal <sup>2</sup> engine <sup>3</sup>	4X	\$78.00/hr	NA	4/5
FEPP (GFD Plates) 4X4 150 - 400 gal <sup>2</sup> engine <sup>3</sup>	5/6X	\$28.00/hr	NA	4/5
AWD 500-750 gal <sup>2</sup> engine <sup>3</sup> (AWD-All Wheel Drive)	3X/4X	\$94.00/hr	NA	4/5
AWD 150-400 gal <sup>2</sup> engine <sup>3</sup>	5/6X	\$69.00/hr	NA	4/5
RWD 401-750 gal <sup>2</sup> engine <sup>3</sup> (RWD - Rear Wheel Drive)	4/5	\$41.00/hr	NA	4/5
RWD 150 - 400 gal <sup>2</sup> engine <sup>3</sup>	5/6	\$25.00/hr	NA	4/5
1,000 GPM/300 gal <sup>2</sup> engine <sup>3</sup>	Type 1	\$127.00/hr	NA	4/5
500 GPM/300 gal <sup>2</sup> engine <sup>3</sup>	Type 2	\$94.00/hr	NA	4
4000+ gal water tender	Type 1	\$114.00/hr	NA	4
2,500 - 3,999 gal water tender	Type 2	\$94.00/hr	NA	4
1,000 - 2,4999 gal water tender	Type 3	\$83.00/hr	NA	4
Portable pumps <sup>1</sup>		NA	\$144.00/day	NA
Drop Tank (fold-a-tank)		NA	\$86.00/day	NA
ATV - 2 Wheel Drive		NA	\$52.00/day	NA
ATV - 4 Wheel Drive		NA	\$63.00/day	NA
ATV - 6 Wheel		NA	\$75.00/day	NA
Fire Line Vehicle (Only hours USED on Fire Line <sup>5</sup> )			\$ 29.00/hr	NA
Sedan Van/Station Wagon		\$.55/mi	\$ 52.00/day <sup>1</sup>	NA
4X2 Truck - Compact		\$.55/mi	\$ 40.00/day <sup>1</sup>	NA
4X2 Truck - 1/2 Ton		\$.55/mi	\$ 47.00/day <sup>1</sup>	NA
4X2 Truck - 3/4 Ton		\$.55/mi	\$ 53.00/day <sup>1</sup>	NA
4X2 Truck - 1 Ton		\$.55/mi	\$ 66.00/day <sup>1</sup>	NA
4X4 Sport Utility		\$.55/mi	\$ 66.00/day <sup>1</sup>	NA
4X4 Suburban/Excursion		\$.55/mi	\$ 74.00/day <sup>1</sup>	NA
4X4 Truck - Compact		\$.55/mi	\$ 47.00/day <sup>1</sup>	NA
4X4 Truck - 1/2 Ton		\$.55/mi	\$ 53.00/day <sup>1</sup>	NA
4X4 Truck - 3/4 Ton		\$.55/mi	\$ 60.00/day <sup>1</sup>	NA
4X4 Truck - 1 Ton		\$.55/mi	\$ 74.00/day <sup>1</sup>	NA
Crew Buggy 4X4 Crew Cab		\$.55/mi	\$ 74.00/day <sup>1</sup>	NA
Communications/Mechanics Vehicle		\$1,323.00/day	NA	NA <sup>6</sup>
Mobile Cache <sup>6</sup>		\$525.00/day		7
Truck tractor with trailer / 1 driver			\$159.00/hr <sup>7</sup>	7
Truck tractor with trailer / 2 drivers			\$190.00/hr <sup>7</sup>	7
ALS Ambulance		\$1,200.00/day	\$.55/mi	
BLS Ambulance		\$800.00/day	\$.55/mi	
75 - 114 HP Motor Grader (Volvo G60,G66; Fiat Allis 65C; Champion C50A,C60A)	4	\$101.00/hr	NA	\$ 808.00 <sup>4</sup>
115 - 144 HP Motor Grader (Volvo G710; Cat 120H,135H; JD 670C, 670C II; Case 845)	3	\$116.00/hr	NA	\$ 928.00 <sup>4</sup>
145 - 199 HP Motor Grader (Case 865; Cat 12H,140H; JD 670CH II,770C; Volvo G720)	2	\$133.00/hr	NA	\$ 1,064.00 <sup>4</sup>
200+ HP Motor Grader (Case 885; Cat 14H,16H; JD 772CH II; Volvo G740,G740B,G746B)	1	\$221.00/hr	NA	\$ 1,768.00 <sup>4</sup>
50 - 99 HP Dozer (Case Hd-4,6+,Hd-11b,550+;Cat D-3+,D-4+;JD450+,550,650+,750C-D)	3	\$107.00/hr	NA	\$ 856.00 <sup>4</sup>
100-199 HP Dozer (Case 1150B-D; Cat D5-B,D-5H; JD 700H,JD-750,750B; Terex 82-20)	2	\$147.00/hr	NA	\$ 1,176.00 <sup>4</sup>
200 HP + Dozer (Cat D-7R,D-8H; Terex 82-20B, 82-30; Int'l Dressta TD-25C, TD-25E)	1	\$206.00/hr	NA	\$ 1,648.00 <sup>4</sup>

**ALL EQUIPMENT IS AT A WET RATE. POV'S ARE INCLUDED IN THIS RATE TABLE**

<sup>1</sup> Rate is in addition to mileage. This rate only applies if the equipment is used. No Special Rate is authorized for equipment sitting in camp.

<sup>2</sup> Refers to tank capacity. For tanks exceeding above limits, add \$.50 for each additional 100 gallon capacity. This becomes the unmanned work rate.

<sup>3</sup> If engine has metered foam capability add \$3.00 to work rate, if engine has a CAFS (compressed air foam system) capability add \$6.00 to work rate.

<sup>4</sup> Minimum guarantee is eight hours times the unmanned work rate. Actual hours of work will apply to the first and last day of use.

<sup>5</sup> ENGINE TRANSPORT: See EXHIBIT D, for specifications on engine hours during transport

<sup>6</sup> See EXHIBIT D, for specifications.

<sup>7</sup> See EXHIBIT E, Section 7.

**EXHIBIT C-1**  
**ENGINE AND WATER TENDER TYPING**

Requirements	ENGINE TYPE						
	Structure		Wildland				
	1	2	3	4	5	6	7
Tank Minimum capacity (gal)	300	300	500	750	400	150	50
Pump minimum flow (gpm)	1000	500	150	50	50	50	10
@ rated pressure (psi)	150	150	250	100	100	100	100
Hose 2½"	1200	1000	-	-	-	-	-
1½"	500	500	1000	300	300	300	-
1"	-	-	500	300	300	300	200
Ladders Per NFPA 1901	YES	YES	-	-	-	-	-
Master Stream 500 gpm min.	YES	-	-	-	-	-	-
Pump and roll	-	-	YES	YES	YES	YES	YES
Maximum GVWR (lbs)	-	-	-	-	26,000	19,500	14,000
Personnel (min)	4	3	3	2	2	2	2

Requirements	Water Tender Type				
	Support			Tactical	
	S1	S2	S3	T1	T2
Tank Capacity (gal)	4000	2500	1000	2000	1000
Pump minimum flow (gpm)	300	200	200	250	250
@ rated pressure (psi)	50	50	50	150	150
Max. Refill Time (minutes)	30	20	15	-	-
Pump and roll				YES	YES
Personnel (min)	1	1	1	2	2

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10 foot lift.
4. Personnel shall meet the qualification requirement of NWCG *Wildland Fire Qualification System Guide*, PMS 310-1

**Common Additional Needs – Request as Needed**

All Wheel Drive (includes four wheel drive)  
 High pressure pump (250 psi at one half flow of Type)  
 Foam Proportioner  
 Compressed Air Foam System (CAFS) 40 cfm minimum  
 Additional Personnel

These tables list the NWCG type minimum requirements for engines and water tenders. Please use these types when requesting engines and water tenders.

REVISED 10/2007  
 NWCG # 006-2008  
 Engine and Water Tender  
 Typing Standards

**EXHIBIT D**  
**Special Rates and Documentation**

Payment for Drop Tank(s)/Portable Pumps(s) will only be made if the Incident requests their use outside the area the engine is assigned.

Payment for equipment listed in this agreement, and on the Emergency Equipment Rental Agreement, Form OF-294, will be processed from the Emergency Equipment Use Invoice, Form OF-286, and signed by a Government official. An Emergency Equipment Rental Agreement, Form OF-294, will be required for equipment not listed in Exhibits C of this agreement. The Emergency Equipment Rental Agreement must also be signed by an authorized Government official.

Fuel usage will be documented on Emergency Equipment Fuel & Oil Issue, Form OF-304, or reasonable facsimile, and attached to the OF-286 (Use Invoice).

**Engines while in transport** will receive actual hours of transport, but not to exceed 8 hours per day at the work rate of the engine. Work hours are in addition to transport hours. Examples: an engine is transported for 6 hours and worked 8 hours, the pay will be 14 hours (6 hours transport plus 8 hours worked) or; an engine is transported for 12 hours and worked 4 hours, the pay shall be 12 hours (8 hours transport plus 4 hours worked).

Engines being driven to the incident will receive actual hours.

FIRE LINE VEHICLES will use appropriate mileage/daily rates in Exhibit C while traveling from and returning to their base and between incidents if reassigned to a different incident from the original dispatch. If both mileage and hourly rate are claimed in the same day, then the special rate will not apply. Vehicle rates for actual hours worked will be applicable when the vehicle is **WORKED ON THE FIRE LINE**.

Fire Line Vehicles must meet the following criteria:

Emergency Lighting	First Aid Kit
Field Programmable Mobile Radio	Fire Extinguisher
Seating For 3 Persons	Shovel

Federal Excess Personal Property (FEPP) used as a Fire Line Vehicle does not qualify for the \$29.00/hour rate. Use appropriate mileage/daily rates in Exhibit C for FEPP equipment used as a Fire Line Vehicle.

Dry Rate – The government furnishes all operating supplies after the equipment arrives at the incident.

Wet Rate – The contractor furnishes all operating supplies

**EXHIBIT D**  
**Special Rates and Documentation**

Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Agency Administrators may limit the level and authorities of assigned personnel. Procurement personnel shall request direction for claims resolution from the agency upon assignment. Contracting Officers shall use experience and judgment in deciding a fair and equitable settlement and take into consideration such things as contractor vs. government furnished operator.

Normal Wear and Tear: The term "normal wear and tear" includes, but is not limited to:

1. Hoses that burst due to excessive pressure (PSI), old age, or deterioration of material during use.
2. Brush scratches on the body of the vehicle.
3. Punctures tears, blisters, or destruction of tires and/or sidewalls due to rocks or sticks normal to the working environment.
4. It is anticipated that there will be wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. There may also be chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.
5. Clogged air filters and oil filters from dust during off highway driving.
6. Damage or failure of shocks or power train (steering linkage and suspension) by either fatigue or part failure due to age, manufacturer defect or operator. Power train includes engine, clutch, transmission, transfer case, driveline, front and rear differentials, axles, wheels, and bearings.

All equipment time will be posted on an Emergency Equipment Use Invoice (OF-286). The original and contractors copy of the Emergency Equipment Use Invoice and Emergency Equipment Shift Tickets will be returned with the responsible leader when demobed or reassigned to another incident.

Only systematic metering units will increase the rate by \$3.00 per hour. Any other foam capabilities, such as an education pipe, siphoned, P.O.K. nozzles, or when the foam is dumped directly into the tank, will not receive the \$3.00 per hour additional compensation.

Mobile Cache: The Mobile Cache inventory will include the following items to meet the minimum standards:

The vehicle used to tow the Mobile Cache Van will use appropriate mileage/daily rates in Exhibit C while traveling to and from incidents. The daily rate of the Cache is an unmanned rate. Owner of the Cache will supply a manager at the Receiving & Distribution Manager (RCDM) rate on Exhibit F.

**EXHIBIT D**  
**Special Rates and Documentation**

Camp Accommodations Items	Fire line Tools
Administrative/Ground Support Kit Batteries – 1 brick ea. AAA,AA,C&D Coffee Pot, coffee – 1 Cots – 2 Garbage Bags –roll – 1 Gas Cans – 5 gallon – 3 Hammer 2 ½ - 1 Maps Matches Paper Towels – case – 1 Parachute Cord – roll - 1 Pin Board - 1 Posts - iron – 12 Post Pounder – 1 Tables-4 Chairs-8 Tape - packing or duct - 1 Tarps – 2 Tent – two man –1 Tent Fly-Large for shade-1	Tool Kit-small-1 Light sticks-bx-1 Toilet paper-cs-1 Visqueen-lg.rl-1 Hand soap btl-6 General Message Fr. Carport 10X20 Belt Weather Kit – 1 Combi Tools - 10 Drip Torches – 2 Files – flat – box - 1 Fusses – case - 1 Mclouds – 4 Mop Up Kit - 2 Pulaski's – 10 Rakes – 2 Shovels – 10 Chainsaw files 7/32- box-1 Bladder bags-6
Personal Protective Items	Safety Items
Chain Saw Chaps – pair – 1 Ear Plugs – case - 1 Gloves – pair – 12 ea M. -24 ea L,XL Helmets - 6 Nomex Shirts – 6 ea.-M,L,XL Nomex Pants- 6 ea. M,L,XL	Bottled Water – cases – 2 EMT Kit – 100 man - 1 Flagging - box –2 box-3 killer tree Lanterns-2-D cell Florescent-4 Head lamps - 10 Water Cubes-8 MRES – cases - 4
Water Handling Accessories	Water Storage
Hose Clamps – 5 Nozzles 1inch – 20 Reducers 1 x ¾ inch - 24 Reducers 1 ½ x 1 inch – 24 Gated Y's – ¾ inch – 30 Gated Y's – 1 inch – 20 Gated Y's – 1 ½ inch – 15 Ball Valves – ¾ inch – 30 Hose 50ft rolls – ¾ inch – 100 Hose 100ft – 1 inch - 50 Hose 100ft rolls – 1 ½ inch – 50 Nozzles – Garden – 30 Nozzles – Forestry – 6 Water Manifold – 5 way – ¾ inch - 1 Water Pump – Mark 3 - 1	Blivet – 134 Gallon – 1

**EXHIBIT D**  
Special Rates and Documentation

## Ambulances: Typing of ALS and BLS Ambulances

Resource:		Ambulance (Ground)	
Minimum Capabilities		Type I (ALS)	Type III (BLS)
<b>Overall Function</b>	Provides out of hospital emergency medical care, evacuation, and transportation services via licensed EMS service	Capable of providing clinical and transportation services to a range of patient conditions, includes vehicle, staff, equipment, and supplies.	Capable of providing clinical and transportation services to a range of patient conditions, includes vehicle, staff, equipment, and supplies
	<b>Personnel</b>	1 ALS practitioner and 1 EMT	2 ( 1 EMT and 1 BEC)

ALS Staffing Options	Paramedic	EMT-Intermediate
		Fully Moduled thus to include Intervenuous Therapy, Advanced Airway, Emergency Medications, Cardiac Medications, Manual Defibrillation and Cardiac Monitoring

## EXHIBIT E

### Tractor Trailer Fire Engine Transport Policy

1. Tractor trailers may be contracted by the counties for transport of engines with approval from the incident, utilizing Optional Form 294 (Emergency Contract Haul Agreement), as per example. (Recommend utilizing Bonded ICC carriers when available)
2. If dispatched as part of a strike team:
  - a. A staging area will be selected within the State prior to leaving the Wyoming borders.
  - b. Driving policy will consist of a sprint & stop procedure of approximately 250 miles LED by the Strike Team Leader. Should this procedure cause any disconnect resulting in loss of travel time the STL shall return to a within sight convoy.
  - c. A contact telephone number for any loss of vehicles in convoy will be determined at time of mobilization.
3. 2 certified drivers will be provided by the trucking firm/owner in compliance with DOT regulations for extended travel time. These regulations indicate a single driver may not drive in excess of 11 hours and 2 drivers may drive for 8 consecutive days before a rest period is required.
4. The truck tractor owner is responsible for and must have liability, collision and \$200,000 minimum cargo insurance for fire engines. The owner must also have State and Federal authority to haul equipment.
5. The truck tractor owner/driver is responsible for any required permits.
6. Tractor trailers will be paid only for actual trips driven. (empty or loaded)
7. Tractor trailers will be paid at the rate for trip hours.  
Trip Hours – The number of hours it takes from time of dispatch from home base to unloading of equipment at incident, minus sleep time if required. (This time will be used as a guideline for any other return trips.) Determination of time for an undriven leg will be computed by dividing the road map mileage by 50 mph.
8. If drivers are carded fire fighters, they may be used on the engines.
9. Payment for the Contract will be made in 60-90 days.
10. County/State fire organizations will carry credit cards for the purchase of non-contractual strike team fuel.
11. For Out-of-State dispatches 36 hour notice of intention to demobilize engines should be given to the Single Resource Boss so that arrangement for engine transport can be made.

EXHIBIT E

Tractor Trailer Fire Engine Transport Policy

12. All transporting costs incurred by the county and/or state are reimbursable by the incident.
13. When the Tractor/Trailer with operator(s) is requested to stay on the incident or stage up, and the operator(s) agree, the rate will be a daily minimum of 8 hours times the work rate listed in Exhibit C. If the operator(s) work as firefighter(s) the listed work rate in Exhibit C will be reduced by the **FFD rate (in Exhibit F) per operator.**



**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

Employment of **Wyoming** fire fighting personnel may be made according to the provisions of this Pay Plan when any of the following situations exist:

1. To fight an ongoing incident.
2. During unusual dry periods or when incident danger is very high to extreme (Class 4 or 5), or when fuel or weather conditions are such that incidents can readily ignite, spread rapidly, and do substantial damage and when risks of incident occurrence are high. Examples of high risks are when the above conditions exist and:
  - a. unusual lightning activity is present or is predicted;
  - b. incendiary outbreaks occur; or
  - c. an unusual large number of people are present (opening day of hunting season, fishing season, 4<sup>th</sup> of July or Labor Day weekend, etc.)
3. Orders for additional incident personnel to be placed on stand-by or severity.
4. To temporarily replace members of fire suppression crews or fire management personnel who are currently on incidents.
5. Prescribed fires/fire use fires.

Under no conditions may active members of the Armed Forces be employed.

The Incident Official-in-Charge has the final authority to accept or reject any person for employment under this Plan.

Travel time starts when you arrive at the place and time the County Warden has designated as the departure point (usually the fire hall). Travel time stops when you arrive in camp and have unloaded or parked the engine.

If you have to travel more than a half hour from your home to the departure point, you may claim it as travel time.

All breaks of more than three hours and all meal breaks while traveling to and from the incident need to be shown.

All hours of employment under this Pay Plan will be recorded as either on-shift or off-shift. All on-shift time is compensable; all off-shift time is non-compensable.

On-shift is time of actual work, ordered standby, or compensable travel with a specific start and ending time. On Shift consists of time spent traveling from and to the point of hire and related waiting time, and other travel necessary for the performance of work, such as from incident camp to incident line or between incident camps.

Off-shift is non-compensable time that allows for sleeping and eating or other activities of a personal nature.

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

Ordered standby is when, at the direction of an Incident official, an employee is held in a specific location fully outfitted and ready for immediate assignment. Employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial the employee cannot use the time effectively for his or her own purposes. Incident agencies or IMT' that utilize ordered standby must document the decision and clock hours in writing on the CTR, SF-261. Individuals' are not entitled to standby compensation for time spent eating when actual work is not being performed. This applies even though the individual's may be required to remain at the temporary work site. Employees assigned to a general area, or incident camp, by an Incident official for 8 or more hours in a given shift, will be given enough on-shift time (travel, actual work) to total a minimum of 8 compensable hours for their assigned shift. This 8-hour guarantee is not to be used on the first and last day of employment.

Time spent in a mobilization or demobilization center, or other general area, including incident base, where the individual can rest, eat, or to a limited degree, pursue activities of a personal nature is not compensable as ordered standby.

All County and State resource orders canceled while enroute to an incident will return to home base immediately unless repositioning is approved by the resources ordered. Approval will not be granted without consent of 100% of the counties involved with the order being canceled. If repositioning is approved, manpower will be paid a minimum of eight hours per day and all equipment will receive the daily minimum guarantee. All equipment and manpower will be released if not assigned within 24 hours of arriving at the propositioning location. Equipment and manpower will be released if not used within 24 hours of coming off their last assigned shift.

Minimum compensable time allowance for each employment period is 2 hours. Thereafter, time will be computed in multiples of 30 minutes.

The FF rate shown for each classification is the rate per hour to be paid for all service required for each employee. Premium compensation of one and one half times the hourly rate will not be paid for FF rates. **The percentage of benefits can be added to all fire billings including but not limited to; workers comp, FICA, and Medicare. Percentages will be established by employing agency and an itemized listing will be provided to the Wyoming Fire Business Manager.**

All transportation required from point of hire until return to point of hire will be at the requesting unit's expense. When an employee is released for cause, or quits without good reason before the emergency is over, pay will be stopped at the time services are terminated. However, return transportation to the point of hire may be allowed such an employee at the option of the Incident Official-in-Charge.

Personnel on the fireline may be compensated for meal periods if all the following conditions are met: 1) the fire is not controlled, and; 2) the Operations Section Chief makes a decision that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

to work as they eat, and; 3) the compensable meal break is approved by the supervisor at the next level and it is appropriately documented on the Crew Time Report, SF-261.

For personnel in support positions, and fireline personnel after control of the fire, a meal period of at least 30 minutes must be ordered and taken for each work shift e.g., a minimum 30 minute break for shifts of 8 hours or more.

Whenever deemed practical and necessary by the Incident Official-in-Charge, the Government will furnish subsistence and lodging without cost. There will be no additional compensation for subsistence or lodging which the employee may furnish.

Commissary privileges are authorized and the cost will be deducted from individual's time sheet.

For out-of-state dispatch the above personnel are committed to two weeks of incident activities exclusive of travel time.

**On dispatches, the Wyoming State Travel Policy will be used for travel to and from the incident and when lodging and/or meals are not provided by the incident. Meals provided by the incident, other than those on days departing from or arriving to home unit, will be deducted. First and last days of travel, (leaving from home unit and arriving back at home unit) will be at 75% of the travel rate. Current M&IE rates can be found at <http://www.gsa.gov/portal/content/104877>. Motel receipts are required. Exhibit F-1 will be used to verify these expenses.**

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF A \$15.00			<ul style="list-style-type: none"> <li>• Kitchen/ camp helper (camp)</li> <li>• Radio operator (RADO)</li> </ul>			<ul style="list-style-type: none"> <li>• Driver, up to &amp; Including 1 ton (DRVP)</li> </ul>
FF B \$20.00		<ul style="list-style-type: none"> <li>• Hand Crew Member (FFT2)</li> <li>• Swamper (THSP)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Camp Crew Squad Boss</li> <li>• Supply Clerk</li> <li>• Tool &amp; Equip Spec (TESP)</li> <li>• Aircraft Base Radio Operator (ABRO)</li> <li>• Cook (THSP)</li> </ul>		<ul style="list-style-type: none"> <li>• Display processor(DPRO)</li> </ul>	<ul style="list-style-type: none"> <li>• Clerk (CASC)</li> <li>• Driver, Over 1 ton and up to 4 tons, no CDL required (DRVS)</li> <li>• Expanded Dispatch Recorder (EDRC)</li> <li>• Driver (DRIV) No CDL Required</li> </ul>
FF C \$25.00		<ul style="list-style-type: none"> <li>• Squad Boss (FFT1)</li> <li>• Sawyer/FALA up to 12"dbh</li> <li>• Helicopter Crew Member (HECM)</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanic's helper (THSP)</li> </ul>	<ul style="list-style-type: none"> <li>• Personnel time recorder (PTRC)</li> <li>• Equipment time recorder (EQTR)</li> <li>• Commissary Manager (CMSY)</li> <li>• Comp/Injury specialist (INJR)</li> <li>• Claims specialist (CLMS)</li> </ul>	<ul style="list-style-type: none"> <li>• Status/Check -In Recorder (SCKN)</li> </ul>	<ul style="list-style-type: none"> <li>• Computer Data Entry Recorder (CDER)</li> <li>• Support Dispatcher (EDSD)</li> </ul>
FF D \$31.00	<ul style="list-style-type: none"> <li>• IC/Initial Attack (ICT5)</li> </ul>	<ul style="list-style-type: none"> <li>• Single Resource Boss (CRWB, HEQB, ENGB, FIRB, FELB, HMGB)</li> <li>• Deck Coordinator (DECK)</li> <li>• Loadmaster (LOAD)</li> <li>• Staging area manager (STAM)</li> <li>• Sawyer/FALB up to 24" dbh</li> <li>• Heavy Equipment Operator (THSP)<sup>1</sup> / (DOZ1)</li> <li>• Air tanker coordinator (ATCO)</li> <li>• Aerial Observer (AOBS)<sup>1</sup></li> <li>• Air Base Radio Operator (ABRO)</li> </ul>	<ul style="list-style-type: none"> <li>• Head Cook, First Cook (COOK)</li> <li>• Incident Communication Tech (COMT)</li> <li>• Incident Communications Center Manager (INCM)</li> <li>• Emergency medical Basic (EMTB)</li> <li>• Base/camp manager (BCMG)</li> <li>• Ordering Mgr(ORDM) Receiving &amp; Dist Mgr (RCDM)</li> <li>• Equipment manager (EQPM)</li> <li>• Security manager (SECM)</li> </ul>		<ul style="list-style-type: none"> <li>• Training Specialist (TNSP)</li> <li>• Documentation Unit Leader (DOCL)</li> <li>• Field observer (FOBS)</li> </ul>	<ul style="list-style-type: none"> <li>• Driver (DRIV) CDL Required</li> </ul>

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF G \$40.00	<ul style="list-style-type: none"> <li>• Safety officer (SOF3)</li> <li>• LOFR</li> <li>• Information officer (IOF3)</li> <li>• Agency Rep (AREP)<sup>1</sup></li> <li>• IC/initial attack (ICT4)</li> </ul>	<ul style="list-style-type: none"> <li>• Air tanker Base Manager (ATBM)</li> <li>• Helibase manager (HEB2)</li> <li>• Helicopter coordinator (HLCO)</li> <li>• Strike team leader</li> <li>• Task force leader (TFLD)</li> <li>• Water Handling Specialist (THSP)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Mechanic (GMEC)</li> <li>• Emergency medical technician Intermediate (EMTI)</li> </ul>		<ul style="list-style-type: none"> <li>• Infrared interpreter (IRIN)</li> <li>• Incident meteorologist (IMET)</li> </ul>	<ul style="list-style-type: none"> <li>• Hazardous Materials Specialist (THSP)<sup>1</sup></li> <li>• Incident Business Advisor (IBA3)</li> <li>• Supervisory dispatcher (EDSP)</li> <li>• Mixmaster (MXMS)</li> <li>• GIS Specialist (THSP)<sup>1</sup></li> <li>• Fire Chief</li> <li>• Zone Warden /Deputy Zone Warden</li> </ul>
FF H \$43.00	<ul style="list-style-type: none"> <li>• IC/extended attack (ICT3)</li> <li>• RXB2</li> </ul>	<ul style="list-style-type: none"> <li>• Div. group supervisor (DIVS)</li> <li>• Air support group supervisor (ASGS)</li> <li>• Air tactical group supervisor (ATGS)</li> <li>• RX11</li> <li>• Professional faller/FALC 24" dbh or greater</li> <li>• Structural Protection Specialist (STPS)</li> <li>• Helibase Manager, Type 1 (HEB1)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Leaders (COML, MEDL, FDUL, SPUL, FACL, GSUL, Food Service Sergeant)</li> <li>• Emergency Medical Technician Paramedic (EMTP)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Leaders (COMP, COST, TIME, PROC)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Leaders (SITL, RESL, DMOB)</li> <li>• Fire Behavior analyst (FBAN)</li> <li>• Fire Investigator (FINV)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Computer Technical Specialist (CTSP)<sup>1</sup></li> </ul>
FF J \$46.00	<ul style="list-style-type: none"> <li>• IC, type 2 (ICT2)</li> <li>• RXB1</li> <li>• RXM2</li> <li>• Information Officer, type 2 (IOF2)</li> <li>• Safety Officer, type 2 (SOF2)</li> <li>• Command Staff, type 2</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Section Chief, type 2 (OSC2)</li> <li>• Air Operations Branch Director (AOBD)</li> <li>• Operations Branch Director (OPBD)</li> </ul>	<ul style="list-style-type: none"> <li>• Logistics Section Chief, type 2 (ISC2)</li> </ul>	<ul style="list-style-type: none"> <li>• Finance Section Chief, type 2 (FSC2)</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Section Chief, type 2 (PSC2)</li> </ul>	<ul style="list-style-type: none"> <li>• Incident business advisor (IBA2)</li> <li>• Expanded Dispatch Coordinator (CORD)</li> <li>• County Fire Warden</li> <li>• Deputy County Fire Warden</li> </ul>
FF K \$54.00	<ul style="list-style-type: none"> <li>• Incident Commander, Type 1 (ICT1)</li> <li>• Information Officer, type 1 (IOF1)</li> <li>• Safety Officer, type 1 (SOF1)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Section Chief, type 1 (OSC1)</li> <li>• Aircraft Pilot<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Logistics Section Chief, type 1 (LSC1)</li> </ul>	<ul style="list-style-type: none"> <li>• Finance Section Chief, type 1 (FSC1)</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Section Chief, type 1 (PSC1)</li> </ul>	<ul style="list-style-type: none"> <li>• Incident Business Advisor (IBA1)</li> </ul>

<sup>1</sup> RATE APPLIES ONLY IF DISPATCHED AS THIS POSITION.

FF RATES WILL BE PAID AT THE INDIVIDUALS HIGHEST, FULLY QUALIFIED RATE.

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

The following positions will **ONLY** receive the respective rate if the individual is ordered for the specific position: Agency Rep (AREP), Aerial Observer (AREO), Water Handling Specialist (THSP), Aircraft Pilot, Fire Investigator (FINV), Computer Technical Specialist (CTSP), and all Technical Specialists (THSP).

Salaries for the Federal/State/County employees will be paid at the established rate in effect for that individual at the time of the incident. All firefighter's times will be posted on the Emergency Fire Fighter Time Reports (OF-288). The signed original, and one copy will be returned with the individual or responsible leader when demobed or reassigned to another incident. Leave travel home open. Travel time home will be finalized by the home unit.

If a county owned cache van/trailer is ordered, the person manning the cache van/trailer will be paid at the FF rate of the Receiving & Distributing Manager (RCDM).

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

Employment of **Wyoming** fire fighting personnel may be made according to the provisions of this Pay Plan when any of the following situations exist:

1. To fight an ongoing incident.
2. During unusual dry periods or when incident danger is very high to extreme (Class 4 or 5), or when fuel or weather conditions are such that incidents can readily ignite, spread rapidly, and do substantial damage and when risks of incident occurrence are high. Examples of high risks are when the above conditions exist and:
  - a. unusual lightning activity is present or is predicted;
  - b. incendiary outbreaks occur; or
  - c. an unusual large number of people are present (opening day of hunting season, fishing season, 4<sup>th</sup> of July or Labor Day weekend, etc.)
3. Orders for additional incident personnel to be placed on stand-by or severity.
4. To temporarily replace members of fire suppression crews or fire management personnel who are currently on incidents.
5. Prescribed fires/fire use fires.

Under no conditions may active members of the Armed Forces be employed.

The Incident Official-in-Charge has the final authority to accept or reject any person for employment under this Plan.

Travel time starts when you arrive at the place and time the County Warden has designated as the departure point (usually the fire hall). Travel time stops when you arrive in camp and have unloaded or parked the engine.

If you have to travel more than a half hour from your home to the departure point, you may claim it as travel time.

All breaks of more than three hours and all meal breaks while traveling to and from the incident need to be shown.

All hours of employment under this Pay Plan will be recorded as either on-shift or off-shift. All on-shift time is compensable; all off-shift time is non-compensable.

On-shift is time of actual work, ordered standby, or compensable travel with a specific start and ending time. On Shift consists of time spent traveling from and to the point of hire and related waiting time, and other travel necessary for the performance of work, such as from incident camp to incident line or between incident camps.

Off-shift is non-compensable time that allows for sleeping and eating or other activities of a personal nature.

**EXHIBIT F**  
**WYOMING FIREFIGHTERS PAY PLAN**

Ordered standby is when, at the direction of an Incident official, an employee is held in a specific location fully outfitted and ready for immediate assignment. Employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial the employee cannot use the time effectively for his or her own purposes. Incident agencies or IMT' that utilize ordered standby must document the decision and clock hours in writing on the CTR, SF-261. Individuals' are not entitled to standby compensation for time spent eating when actual work is not being performed. This applies even though the individual's may be required to remain at the temporary work site. Employees assigned to a general area, or incident camp, by an Incident official for 8 or more hours in a given shift, will be given enough on-shift time (travel, actual work) to total a minimum of 8 compensable hours for their assigned shift. This 8-hour guarantee is not to be used on the first and last day of employment.

Time spent in a mobilization or demobilization center, or other general area, including incident base, where the individual can rest, eat, or to a limited degree, pursue activities of a personal nature is not compensable as ordered standby.

All County and State resource orders canceled while enroute to an incident will return to home base immediately unless repositioning is approved by the resources ordered. Approval will not be granted without consent of 100% of the counties involved with the order being canceled. If repositioning is approved, manpower will be paid a minimum of eight hours per day and all equipment will receive the daily minimum guarantee. All equipment and manpower will be released if not assigned within 24 hours of arriving at the repositioning location. Equipment and manpower will be released if not used within 24 hours of coming off their last assigned shift.

Minimum compensable time allowance for each employment period is 2 hours. Thereafter, time will be computed in multiples of 30 minutes.

The FF rate shown for each classification is the rate per hour to be paid for all service required for each employee. Premium compensation of one and one half times the hourly rate will not be paid for FF rates. **The percentage of benefits can be added to all fire billings including but not limited to; workers comp, FICA, and Medicare. Percentages will be established by employing agency and an itemized listing will be provided to the Wyoming Fire Business Manager.**

All transportation required from point of hire until return to point of hire will be at the requesting unit's expense. When an employee is released for cause, or quits without good reason before the emergency is over, pay will be stopped at the time services are terminated. However, return transportation to the point of hire may be allowed such an employee at the option of the Incident Official-in-Charge.

Personnel on the fireline may be compensated for meal periods if all the following conditions are met: 1) the fire is not controlled, and; 2) the Operations Section Chief makes a decision that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue

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to work as they eat, and; 3) the compensable meal break is approved by the supervisor at the next level and it is appropriately documented on the Crew Time Report, SF-261.

For personnel in support positions, and fireline personnel after control of the fire, a meal period of at least 30 minutes must be ordered and taken for each work shift e.g., a minimum 30 minute break for shifts of 8 hours or more.

Whenever deemed practical and necessary by the Incident Official-in-Charge, the Government will furnish subsistence and lodging without cost. There will be no additional compensation for subsistence or lodging which the employee may furnish.

Commissary privileges are authorized and the cost will be deducted from individual's time sheet.

For out-of-state dispatch the above personnel are committed to two weeks of incident activities exclusive of travel time.

**On dispatches, the Wyoming State Travel Policy will be used for travel to and from the incident and when lodging and/or meals are not provided by the incident. Meals provided by the incident, other than those on days departing from or arriving to home unit, will be deducted. First and last days of travel, (leaving from home unit and arriving back at home unit) will be at 75% of the travel rate. Current M&IE rates can be found at <http://www.gsa.gov/portal/content/104877>. Motel receipts are required. Exhibit F-1 will be used to verify these expenses.**

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FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF A \$15.00			<ul style="list-style-type: none"> <li>• Kitchen/ camp helper (camp)</li> <li>• Radio operator (RADO)</li> </ul>			<ul style="list-style-type: none"> <li>• Driver, up to &amp; Including 1 ton (DRVP)</li> </ul>
FF B \$20.00		<ul style="list-style-type: none"> <li>• Hand Crew Member (FFT2)</li> <li>• Swamper (THSP)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Camp Crew Squad Boss</li> <li>• Supply Clerk</li> <li>• Tool &amp; Equip Spec (TESP)</li> <li>• Aircraft Base Radio Operator (ABRO)</li> <li>• Cook (THSP)</li> </ul>		<ul style="list-style-type: none"> <li>• Display processor(DPRO)</li> </ul>	<ul style="list-style-type: none"> <li>• Clerk (CASC)</li> <li>• Driver, Over 1 ton and up to 4 tons, no CDL required (DRVS)</li> <li>• Expanded Dispatch Recorder (EDRC)</li> <li>• Driver (DRIV) No CDL Required</li> </ul>
FF C \$25.00		<ul style="list-style-type: none"> <li>• Squad Boss (FFT1)</li> <li>• Sawyer/FALA up to 12" dbh</li> <li>• Helicopter Crew Member (HECM)</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanic's helper (THSP)</li> </ul>	<ul style="list-style-type: none"> <li>• Personnel time recorder (PTRC)</li> <li>• Equipment time recorder (EQTR)</li> <li>• Commissary Manager (CMSY)</li> <li>• Comp/Injury specialist (INJR)</li> <li>• Claims specialist (CLMS)</li> </ul>	<ul style="list-style-type: none"> <li>• Status/Check -In Recorder (SCKN)</li> </ul>	<ul style="list-style-type: none"> <li>• Computer Data Entry Recorder (CDER)</li> <li>• Support Dispatcher (EDSD)</li> </ul>
FF D \$31.00	<ul style="list-style-type: none"> <li>• IC/Initial Attack (ICT5)</li> </ul>	<ul style="list-style-type: none"> <li>• Single Resource Boss (CRWB, HEQB, ENGB, FIRB, FELB, HMGB)</li> <li>• Deck Coordinator (DECK)</li> <li>• Loadmaster (LOAD)</li> <li>• Staging area manager (STAM)</li> <li>• Sawyer/FALB up to 24" dbh</li> <li>• Heavy Equipment Operator (THSP)<sup>1</sup>/(DOZ1)</li> <li>• Air tanker coordinator (ATCO)</li> <li>• Aerial Observer (AOBS)<sup>1</sup></li> <li>• Air Base Radio Operator (ABRO)</li> </ul>	<ul style="list-style-type: none"> <li>• Head Cook, First Cook (COOK)</li> <li>• Incident Communication Tech (COMT)</li> <li>• Incident Communications Center Manager (INCM)</li> <li>• Emergency medical Basic (EMTB)</li> <li>• Base/camp manager (BCMG)</li> <li>• Ordering Mgr(ORDM) Receiving &amp;Dist Mgr (RCDM)</li> <li>• Equipment manager (EQPM)</li> <li>• Security manager (SECM)</li> </ul>		<ul style="list-style-type: none"> <li>• Training Specialist (TNSP)</li> <li>• Documentation Unit Leader (DOCL)</li> <li>• Field observer (FOBS)</li> </ul>	<ul style="list-style-type: none"> <li>• Driver (DRIV) CDL Required</li> </ul>

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**WYOMING FIREFIGHTERS PAY PLAN**

FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF G \$40.00	<ul style="list-style-type: none"> <li>• Safety officer (SOF3)</li> <li>• LOFR</li> <li>• Information officer (IOF3)</li> <li>• Agency Rep (AREP)<sup>1</sup></li> <li>• IC/initial attack (ICT4)</li> </ul>	<ul style="list-style-type: none"> <li>• Air tanker Base Manager (ATBM)</li> <li>• Helibase manager (HEB2)</li> <li>• Helicopter coordinator (HLCO)</li> <li>• Strike team leader</li> <li>• Task force leader (TFLD)</li> <li>• Water Handling Specialist (THSP)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Mechanic (GMEC)</li> <li>• Emergency medical technician Intermediate (EMTI)</li> </ul>		<ul style="list-style-type: none"> <li>• Infrared interpreter (IRIN)</li> <li>• Incident meteorologist (IMET)</li> </ul>	<ul style="list-style-type: none"> <li>• Hazardous Materials Specialist (THSP)<sup>1</sup></li> <li>• Incident Business Advisor (IBA3)</li> <li>• Supervisory dispatcher (EDSP)</li> <li>• Mixmaster (MXMS)</li> <li>• GIS Specialist (THSP)<sup>1</sup></li> <li>• Fire Chief</li> <li>• Zone Warden /Deputy Zone Warden</li> </ul>
FF H \$43.00	<ul style="list-style-type: none"> <li>• IC/extended attack (ICT3)</li> <li>• RXB2</li> </ul>	<ul style="list-style-type: none"> <li>• Div. group supervisor (DIVS)</li> <li>• Air support group supervisor (ASGS)</li> <li>• Air tactical group supervisor (ATGS)</li> <li>• RX11</li> <li>• Professional faller/FALC 24" dbh or greater</li> <li>• Structural Protection Specialist (STPS)</li> <li>• Helibase Manager, Type 1 (HEB1)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Leaders (COML, MEDL, FDUL, SPUL, FACL, GSUL, Food Service Sergeant)</li> <li>• Emergency Medical Technician Paramedic (EMTP)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Leaders (COMP, COST, TIME, PROC)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Leaders (SITL, RESL, DMOB)</li> <li>• Fire Behavior analyst (FBAN)</li> <li>• Fire Investigator (FINV)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Computer Technical Specialist (CTSP)<sup>1</sup></li> </ul>
FF J \$46.00	<ul style="list-style-type: none"> <li>• IC, type 2 (ICT2)</li> <li>• RXB1</li> <li>• RXM2</li> <li>• Information Officer, type 2 (IOF2)</li> <li>• Safety Officer, type 2 (SOF2)</li> <li>• Command Staff, type 2</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Section Chief, type 2 (OSC2)</li> <li>• Air Operations Branch Director (AOBD)</li> <li>• Operations Branch Director (OPBD)</li> </ul>	<ul style="list-style-type: none"> <li>• Logistics Section Chief, type 2 (ISC2)</li> </ul>	<ul style="list-style-type: none"> <li>• Finance Section Chief, type 2 (FSC2)</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Section Chief, type 2 (PSC2)</li> </ul>	<ul style="list-style-type: none"> <li>• Incident business advisor (IBA2)</li> <li>• Expanded Dispatch Coordinator (CORD)</li> <li>• County Fire Warden</li> <li>• Deputy County Fire Warden</li> </ul>
FF K \$54.00	<ul style="list-style-type: none"> <li>• Incident Commander, Type 1 (ICT1)</li> <li>• Information Officer, type 1 (IOF1)</li> <li>• Safety Officer, type 1 (SOF1)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Section Chief, type 1 (OSC1)</li> <li>• Aircraft Pilot<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Logistics Section Chief, type 1 (LSC1)</li> </ul>	<ul style="list-style-type: none"> <li>• Finance Section Chief, type 1 (FSC1)</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Section Chief, type 1 (PSC1)</li> </ul>	<ul style="list-style-type: none"> <li>• Incident Business Advisor (IBA1)</li> </ul>

<sup>1</sup> RATE APPLIES ONLY IF DISPATCHED AS THIS POSITION.

FF RATES WILL BE PAID AT THE INDIVIDUALS HIGHEST, FULLY QUALIFIED RATE.

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**WYOMING FIREFIGHTERS PAY PLAN**

The following positions will **ONLY** receive the respective rate if the individual is ordered for the specific position: Agency Rep (AREP), Aerial Observer (AREO), Water Handling Specialist (THSP), Aircraft Pilot, Fire Investigator (FINV), Computer Technical Specialist (CTSP), and all Technical Specialists (THSP).

Salaries for the Federal/State/County employees will be paid at the established rate in effect for that individual at the time of the incident. All firefighter's times will be posted on the Emergency Fire Fighter Time Reports (OF-288). The signed original, and one copy will be returned with the individual or responsible leader when demobed or reassigned to another incident. Leave travel home open. Travel time home will be finalized by the home unit.

If a county owned cache van/trailer is ordered, the person manning the cache van/trailer will be paid at the FF rate of the Receiving & Distributing Manager (RCDM).

# EXHIBIT G

## Cost Share Agreement

### INSTRUCTIONS –COST SHARE AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplements to cost share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this cost share agreement may be completed on a single page, describing the change to the original cost share agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in Wyoming. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the cost share agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Cost Share Agreement.
4. List the Agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

**UNIFIED COMMAND** – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.

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10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands. Examples of cost-sharing methodologies may include, but are not limited to the following:
- A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
  - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
  - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
  - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
  - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.
- The following are not reimbursable:
- Responsibility for tort claims or compensation for injury costs.
  - Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
  - Non-expendable property purchases will be the responsibility of the Agency making the purchase.
  - Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.
- The cost centers that should be considered in this agreement:
- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
  - Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
  - Air Support: Helicopters, (with support) air tankers.
  - Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).
11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

EXHIBIT G

COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_

2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.

4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

5. This agreement becomes effective on: \_\_\_\_\_

\_\_\_\_\_ At \_\_\_\_\_ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by ( ) Unified Command, or by ( ) Single Command structure.

Identify below personnel filling the following positions:

<u>Position</u>	<u>Name(s)</u>	<u>Agency</u>
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT G

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

The Agency responsible for structural protection will be: \_\_\_\_\_

\_\_\_\_\_

9. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.)

List cost share information in Item #10:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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10. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers: (Resources)	Agency: (%)	Agency: (%)	Agency: (%)

11. Other conditions relative to this agreement (Notifications, incident information, etc):

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EXHIBIT G

12.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Printed Name	Printed Name	Printed Name	Printed Name
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Printed Name	Printed Name	Printed Name	Printed Name
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

## EXHIBIT H

### FIRE COMPLEXITY ANALYSIS

The following questions are presented as a guideline to assist the responsible line officer in analyzing the complexity or predicted complexity of a fire situation. Because of the time required to assemble and move an overhead team to an incident, this checklist should be completed when a fire escapes initial attack and be kept as a part of the fire records. As the situation becomes more complex, this checklist should be completed to assure adequate lead time in requesting any necessary assistance.

#### Use of the Guide:

1. Analyze each element and check the response yes or no.
2. If positive responses exceed or are equal to negative responses within any primary factor (A through G), the primary factor should be considered as a positive response.
3. Determine fire complexity from the number of primary factors (A through G) that are rated positive.

Number of Primary Factors (A-G) Rated Positive	Fire Complexity
0-1	Class III
2-3	Class II
4+	Class I

4. It must be emphasized that this analysis should, where possible, be based on predictions to allow adequate time for assembling and transporting the order resources.

## EXHIBIT H

<b>FIRE COMPLEXITY ANALYSIS GUIDE</b>				
<b>A.</b>		<b>FIRE BEHAVIOR – Served or predicted</b>	<b>YES</b>	<b>NO</b>
	1.	Burning Index (From onsite weather measurements) predicted to be 80 <sup>th</sup> percentile or higher using the major fuel model in which the fire is burning.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Potential for “blowup” conditions (terrain, fuel moistures, winds, unusual fuel, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Crowning long range spotting, or fire whirls observed even during “cool periods” (night).	<input type="checkbox"/>	<input type="checkbox"/>
	4.	No relief forecast.	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		
<b>B.</b>		<b>PERSONNEL</b>	<b>YES</b>	<b>NO</b>
	1.	200 or more people per shift	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Two or more divisions	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Wide variety of Special Support personnel or equipment (military, MAFFS, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Are the majority of the local initial attack resources committed to this fire?	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		
<b>C.</b>		<b>CULTURAL RESOURCES THREATENED</b>	<b>YES</b>	<b>NO</b>
	1.	Urban interface	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Summer homes	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Other developed areas (industrial, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Archeological sites.	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Rare or endangered species (habitat)	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Other special resources	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		
<b>D.</b>		<b>SAFETY</b>	<b>YES</b>	<b>NO</b>
	1.	Extended exposure to unusually hazardous line conditions.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Serious accident or fatality.	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Is there a substantial air operation that is not properly staffed.	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Any other safety problem.	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		
<b>E.</b>		<b>OWNERSHIP</b>	<b>YES</b>	<b>NO</b>
	1.	Fire burning on more than one land ownership.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Potential for claims (damages)	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Different or conflicting management objectives.	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Disputes suppression responsibility.	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Other	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		
<b>F.</b>		<b>EXTERNAL INFLUENCES</b>	<b>YES</b>	<b>NO</b>
	1.	Controversial fire policy	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Preexisting controversies	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Sensitive media relationships	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Smoke management problems	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Other external influences	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		
<b>G.</b>		<b>EXISTING OVERHEAD</b>	<b>YES</b>	<b>NO</b>
	1.	Existing overhead worked 2 shifts without success.	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Have overhead overextended themselves (mental or physical)	<input type="checkbox"/>	<input type="checkbox"/>
		<b>TOTALS</b>		

REMARKS:

## EXHIBIT H

### Glossary of Terms:

**Potential for blow-up conditions** - any combinations of fuels, weather, and topography excessively endangering personnel.

**Rare or endangered species** - threat to habitat of such species, or in the case of flora, threat to the species itself.

**Smoke management** - any situation which creates a significant public response such as smoke in a metropolitan area or visual pollution in high use scenic areas.

**Extended exposure to unusually hazardous line conditions** - extended burnout or backfire situations, rock slides, cliffs, extremely steep terrain, abnormal fuel situations such as frost killed foliage, etc.

**Disputed suppression responsibility** - any fire where responsibility for suppression is not agreed upon due to lack of agreements or different interpretations, etc.

**Controversial fire policy** - escaped management fires are one example of this. Another is differing fire policies between suppression agencies when the fire involves multiple ownership.

**Pre-existing controversies** - these may or may not be fire management related. Any controversy drawing public attention to an area may present unusual problems to the fire overhead and local management.

**Have overhead overextended themselves mentally or physically** this is a critical item that requires judgment by the responsible line officer. It is difficult to write guide lines for this judgment because of the wide differences between individuals. If, however, the line officer feels the existing overhead cannot continue to function efficiently and take safe and aggressive action due to either mental or physical reasons, assistance is mandatory.



**INTERAGENCY COOPERATIVE FIRE MANAGEMENT AND STAFFORD ACT RESPONSE  
AGREEMENT – WYOMING**

Among

**UNITED STATES DEPARTMENT OF THE INTERIOR**

BUREAU OF LAND MANAGEMENT – WYOMING

Agreement Number BLM-MOU-WY-930-1202

NATIONAL PARK SERVICE – INTERMOUNTAIN REGION

Agreement Number 12491200001

BUREAU OF INDIAN AFFAIRS – ROCKY MOUNTAIN REGION

Agreement Number A12MA00028

FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION

Agreement Number 14-48-FF06R03000-12-K001

**UNITED STATES DEPARTMENT OF AGRICULTURE**

FOREST SERVICE ROCKY MOUNTAIN REGION

Rocky Mountain Region Agreement Number 11-Fi-11020000-020

FOREST SERVICE INTERMOUNTAIN REGION

and

**THE STATE OF WYOMING**

STATE BOARD OF LAND COMMISSIONERS

WYOMING STATE FORESTRY DIVISION

**I. By THE FOLLOWING AUTHORITIES:**

**FEDERAL AUTHORITIES**

- Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
- Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)
- Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288; 42 U.S.C. 5121 as amended) (Federal Agencies)
- Homeland Security Act of 2002 (P.L. 107-296, 116 Stat. 2135; 6 U.S.C. 101 et seq.)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- Watershed Restoration and Enhancement Act of 1998 as amended (P.L. 105-277; 16 USC Sec. 1011)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
- Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
- Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
- Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
- Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e)
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C. 1701)(BLM)
- NPS Organic Act (16 U.S.C.1) (NPS)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57, Oct. 9, 1997, 111 Stat. 1252; 16 U.S.C. 668dd note) (FWS)
- Debt Collection Improvement Act of 1996 (DCIA), P.L. 104-134, and associated provisions of 110 Stat. 1321, 1358 (1996)
- Federal Tort Claims Act, (June 25, 1948, ch. 646, Title IV, 62 Stat. 982, "28 U.S.C. Pt.VI Ch.171" and 28 U.S.C. § 1346(b))

**STATE AUTHORITIES**

- Wyo. Stat. 36-2-108, Duties and Powers of the State Forester
- Wyo. Stat. 35-9-301 through 35-9-304, Fire Closure
- Wyo. Stat. 36-1-401 through 36-1-404, Emergency Fire Suppression Account

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## II. PURPOSE

The purpose of this Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (hereinafter called the Agreement) is to document the commitment of the Parties to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and emergency stabilization and/or burned area rehabilitation.

This agreement also documents the commitment of the Parties to provide coordination, cooperation, resources, and support to the Secretary of the Homeland Security and the Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the National Response Framework (NRF) in response to a Presidential Declaration of Emergency or Major Disaster under the Stafford Act. Such emergencies or major disasters may include, but are not limited to, wildland fire management and non-wildland emergencies or major disasters such as urban fires, floods, oil spills, hazardous material releases, transportation accidents, earthquakes, and terrorist attacks. However, the response of each party to Stafford Act declarations shall be appropriate and consistent with their own authorities and responsibilities.

The Parties to this Agreement are:

The State of Wyoming, through the Chairman for State Board of Land Commissioners, and through the State Forester for the Wyoming State Forestry Division, hereinafter called the State; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, and the Regional Forester for Region 4, Intermountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, through the Regional Director for the Intermountain Region, hereinafter called the Park Service; and

The United States Department of the Interior, Fish and Wildlife Service, through the Regional Director for the Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

The United States Department of the Interior, Bureau of Indian Affairs, through the Regional Director for the Rocky Mountain Region, hereinafter called the BIA; and

The United States Department of the Interior, Bureau of Land Management, through the State Director for Wyoming, hereinafter called the BLM.

The Forest Service, Park Service, Fish and Wildlife Service, BIA, and BLM may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary attached as Exhibit A. The hierarchy of terminology will be those defined in law, those defined in policy, those defined in this agreement and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs. Stafford Act responses will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page ([www.nwcg.gov](http://www.nwcg.gov), or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and Stafford Act Response terminology corresponds to the FEMA NIMS/MRF glossary, available at ([www.fema.gov/emergency/nrf/glossary](http://www.fema.gov/emergency/nrf/glossary)).

The following exhibits are hereby incorporated into this Agreement (Note that Exhibit H relates only to Stafford Act responses):

- A Glossary of Terms
- B Principal Contacts
- C Annual Operating Plan (AOP) Outline Guide
- D Supplemental Project and Financial Plan Template
- E Cost Share Agreement
- F Supplemental Fire Department Resources
- G Use and Reimbursement for **Stafford Act** Shared Resources
- H Documents Required for Money Transfers

#### Acknowledgement of supplements to the agreement

Supplements to this Agreement, AOPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

#### Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

- 1 - This Agreement
- 2 - Appropriate AOP (See Glossary)
- 3 - Exhibits to this Agreement
- 4 - Project and Financial Plan

### III. RECITALS

- Whereas: State, Private, and Federal lands of the respective Agencies and Counties are intermingled or adjacent in some areas of Wyoming, and wildfires on these intermingled or adjacent lands may present a threat to the lands owned, administered, or controlled by one or more of the Agencies and Counties;
- Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection on State lands and provides technical fire assistance and coordination for County and privately owned lands;
- Whereas: The Counties have fire management responsibilities and provide fire management services on state and privately owned lands;
- Whereas: It is to the mutual advantage of the State, Counties, and the Federal Agencies to coordinate all facets of fire management activities and/or services and suppression of wildfires in and adjacent to their areas of responsibility, to avoid duplication, and to improve safety, efficiency and effectiveness;
- Whereas: It is the intent of the parties hereto that State resources be available to assist in the suppression of wildfires and other fire management activities, including prescribed fire, on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression and fire management support, including other States;
- Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the suppression of wildfires and other fire management activities, including prescribed fire, on all State, County, and private lands;
- Whereas: The USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.
- Whereas: It is expected that all federal, state and local agencies will coordinate assistance and operations during Presidential/Stafford Act declared emergencies and major disasters by following the procedures and requirements established in The National Response Framework (NRF). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.
- Whereas: The Responsibilities of the Parties to this Agreement shall be distinguished as follows –
  - **Jurisdictional Agency** - The Agency having overall land and resource

management responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a Jurisdictional Agency abdicate legal responsibilities provided by federal or state law.

- **Protecting Agency** - The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
- **Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

#### IV. INTERAGENCY COOPERATION

1. **Geographic Area Coordinating Groups (GACG):** The parties to this agreement agree to use their respective Geographic Coordinating Groups to provide coordination and recommendations for all interagency fire management and all hazard activities within limits of statutory authorities in the state of Wyoming. Membership, procedures, and guidelines will be agreed to and documented in the respective GACG Charters.
2. **Zone Coordinating Groups:** The Interagency Dispatch Center Zone Coordinating Groups will provide the primary coordination for interagency wildland fire activities within their respective areas of influence. These groups will utilize committees and working groups as necessary to develop guidelines and procedures for coordination of fire and aviation management and fire suppression activities.
3. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System (NIMS)*. In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide (PMS-310)*. These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
4. **State/County Relationship:** The State will act as the coordinator for Wyoming County and/or local fire service entities for the purposes of coordinated fire management services within and beyond the boundaries of the State of Wyoming. To facilitate the purpose and intent of this Agreement, all references to "County" or

"Counties" refers only to those "County or Counties" which have established written and executed cooperative fire agreements with the State of Wyoming and which meet the terms and conditions of those agreements.

5. **Annual Operating Plans:** Annual Operating Plans will be developed at the appropriate level and are authorized by this agreement. Subjects identified in the Operating Plan Outline Guide attached hereto as EXHIBIT C will be addressed, if applicable, and displayed in that format.
6. **Interagency Dispatch Centers:** Agencies and Counties agree to maintain, support, coordinate, and participate in zone Interagency Dispatch Centers and Coordinating Groups. The Centers are to be under the direction of local zone coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency, effectiveness and risk management in wildland fire management programs. Agencies and Counties agree to use the appropriate Geographic Area Coordination Center as the center for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies. Staffing, funding, and level of participation will be agreed to and documented in each respective zone mobilization guide or appropriate annual operating plans. The appropriate zone mobilization guide will be the primary document to identify approved policy, procedures, and organizations. The Zone Interagency Dispatch Centers are Cody, Casper, Rawlins, Great Plains, Bozeman, and Teton.
7. **Geographic Area Coordination Centers:** The Parties to this Agreement will coordinate fire management activities and/or services, and resource movements through their respective Geographic Area Coordination Center as outlined in Geographic Area Mobilization Guides (Northern Rockies, Eastern Great Basin, and Rocky Mountain Area Coordination Centers).
8. **Interagency Resources, Services, Personnel, and Facilities:** The Parties to this Agreement agree to cooperate in interagency funding, staffing, coordination and utilization of resources and facilities whenever an interagency approach is appropriate and cost effective within the limits of parties' authorities.  
  
Agencies will develop and agree to a process to determine the appropriate funding for each agency which will be included in appropriate annual operating plans. Agencies agree to meet the staffing and funding commitments outlined in the appropriate annual operating plans unless agreed to otherwise.
9. **Standards:** It is the goal of the Parties signatory to this Agreement to achieve common standards within the Party's best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Party's standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.
10. **Protection Planning:** Annually, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of

protection services. Appropriate annual operating plans will document decisions. Plans at the sub-geographic level should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.

11. **Protection Areas and Boundaries:** Annually, the Agencies and Counties will coordinate wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level. Protection areas and boundaries will be established, mapped and/or described, and made a part of the appropriate annual operating plans.

12. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

a. **Reciprocal Fire Protection (Mutual Aid):** As deemed appropriate, the Agencies and Counties may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones, an Assisting Agency will take initial attack action in support of the Protecting Agency. Under no circumstances will Assisting Agencies be required to deplete local resources in order to honor a mutual aid request. The Protecting Agency will not be required to reimburse the Assisting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period and distances, will be documented in the appropriate Annual Operating Plans.

Aviation resources will be outlined separately for mutual aid response in the appropriate Annual Operating Plans as applicable.

b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request fire suppression resources of others for its protection work, including prescribed fire projects. Such resources are to be paid for by the Protecting Agency (See Clause 39, Billing Procedures).

c. **Exchange (Offset) Fire Protection:** Agencies and Counties may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones and responsibilities shall be documented in the appropriate Annual Operating Plans.

If an imbalance exists, the Protecting Agency with the surplus of acres may bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is the National Agreement between the BIA, BLM, FWS, NPS, and the USDA Forest Service that states the parties agree not to bill each other for suppression services.

- d. **Contract (Fee Basis) Fire Protection:** For an agreed upon fee, one Agency or County may assume fire management responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the appropriate Annual Operating Plans.
13. **Joint Projects and Project Plans:** The Parties to this agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management activities and/or services. These joint projects and plans will be outlined in further detail in appropriate level Annual Operating Plans.
14. **Fire Prevention/Education/Mitigation:** The Agencies/Counties agree to cooperate in the development and implementation of fire prevention/education/mitigation programs.
15. **Fire Restrictions:** Fire restrictions and closures will be issued and lifted on a coordinated, interagency zone basis whenever practical as described in the Wyoming Interagency Fire Restriction Plan and appropriate zone mobilization guide.
16. **Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate as requested for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the project or financial plan process if required.
- Prescribed Fires that include State land, must abide by the Rules and Regulations of the Board of Land Commissioners, Chapter 27, Prescribed Burns.
- Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.
17. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts.

## V. OPERATIONS

18. **Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency or County has protection responsibility.
19. **Fire Notifications and Reporting:** Each Agency or County will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which

that Agency or County has protection responsibility. Reporting procedures will be documented in appropriate Annual Operating Plans.

20. **Boundary Line Fires:** Parties to this agreement agree to cooperate in defining and coordinating response to boundary line fires. The defined response will be documented in appropriate Annual Operating Plans.
21. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the initial Jurisdictional Agency. The Parties to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Parties to this Agreement.

If the Parties to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon in the project plan and documented in a cost share agreement.

22. **Response to Wildfires:** All fire management actions conducted on lands of another Agency or County will be consistent with that Agency's or County's fire management policy and the terms of this Agreement.

Entities should recognize that, as in the "Guidance for Implementation of Federal Wildland Fire Management Policy (2009)" ([www.nifc.gov/policies/guidance/GIFWFMP.pdf](http://www.nifc.gov/policies/guidance/GIFWFMP.pdf)), a wildland fire may concurrently be managed for one or more objectives. Additionally, objectives can change as the fire spreads across the landscape, affected by changes in environmental conditions, human influence, and institutional factors. Simply stated, some portions of a wildland fire may receive a protection objective while other portions are managed for resource objectives, and those portions and objectives might change at some time over the duration of the event. The intent should never be to allow a wildland fire to burn onto a jurisdiction that does not want it. All parties should be involved in developing the strategy and tactics to be used to meet the land or fire management objectives of the jurisdictions involved. All parties should be involved in developing mitigations that would be used if the fire crosses jurisdictional boundaries.

In situations where a jurisdiction's initial response to a wildfire is based primarily on accomplishing ecological restoration or resource benefit objectives and the wildfire has the potential to affect other jurisdictions where the fire is not wanted that jurisdictional agency from where the fire originated will assume responsibility for the cost of managing the wildfire unless agreed to otherwise in a cost share agreement. For multi-jurisdiction fires that are receiving a suppression response to meet protection objectives, each jurisdiction is responsible for the costs incurred on their respective jurisdiction with the details documented in cost share agreement. In cases where there are multiple management objectives, a cost share agreement

will be negotiated on a case by case basis. Where agreement cannot be reached regarding incident strategies, tactics, or costs the discussion will be elevated to the next level agency administrators representing each party.

A "Special Management Considerations" section in the Annual Operating Plan, addressing resources and other management concerns, will be used by unit administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander.

23. **Delegation of Authority:** Appropriate Annual Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders.
24. **Preservation of Evidence and Fire Cause Determination:** As initial action is taken on a fire, the initial attack forces, regardless of whether they are the Jurisdictional Agency, Protecting Agency, or Assisting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies and Counties shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency and County shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.
25. **Trespass Fire:** Trespass fires will be pursued per agency policy.
26. **All-Hazard (Non-Fire) Response:** Although this Agreement is limited to wildland fire management and does not include non-wildland fire management and medical aid responses, many Parties support All-Hazard incidents within their respective authorities. Other Parties may not have the authority to respond at all. This Agreement does not preclude Parties from supporting one another in emergency situations as provided by their respective policies, procedures, or other agreements.

Stafford Act All-Hazard Response: In the event of a Presidential Disaster Declaration to an emergency situation, the Stafford Act provides Federal funding assistance to states and allows Federal agencies maximum authority to respond to All-Hazard incidents. Under this designation the Parties may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency (FEMA) and as long as requested resources are available and all other provisions of this agreement are met. Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by the Parties to authorize and accomplish any required response or support tasks.

The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit G, Use and Reimbursement for Stafford Act Shared Resources.

Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that agreement.

Non-Stafford Act (Non-wildfire) Responses: Other disasters/emergencies, usually of a smaller scale, may not receive a Presidential Disaster Declaration and the Stafford Act will not apply. Federal agencies have only limited authority to respond to these All-Hazard (non-wildfire) incidents. The Parties will support one another in these emergency situations as provided by their respective policies, procedures, or other agreements.

Reimbursement for All-Hazard (non-wildfire), non-Presidential Disaster Declaration incidents will be negotiated on an incident by incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.

Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide, as modified (if necessary) by limitations in funding or agency policy.

**27. Wildland Urban Interface:** The operational role of federal and State agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention /education/mitigation, and technical assistance. Any fire service entity or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy. Structural fire suppression is the responsibility of tribal or local governments. State and federal agencies may assist with exterior structural protection activities within the limits of their agencies policies. During wildfire incidents, development and implementation of structure protection plans and coordination with an Incident Management Team is a responsibility of the structure protection entity. Structure protection tasks may be delegated to an incident management team at the discretion of the responsible jurisdiction. Costs associated with the protection of privately owned structures on private or public (Federal or State) lands are the responsibility of the Agency or fire service entity that has jurisdiction for protecting the structure unless stipulated otherwise by agreements (e.g. – Special Use Permits). Appropriate Annual Operating Plans will further define operations in the wildland urban interface.

## VI. USE OF AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

28. **Appropriated Fund Limitation:** Nothing herein shall be interpreted as obligating the Agencies, County(s), the United States or the State of Wyoming to expend funds in excess of appropriations authorized by their governing body from the current fiscal year's budget and administratively allocated annually for the obligations contemplated in this Agreement.

29. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. Agencies and Counties agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as incident priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.

30. **Cost Share Agreement:** A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of Counties, State, or Federal Agencies. See EXHIBIT E for a sample cost share agreement. Guidance for cost share determinations can be found in the Interagency Incident Business Management Handbook. A general approach to cost sharing on local incidents will be outlined in appropriate Annual Operating Plans but can be superseded by an incident specific cost share agreement.

The Agencies and Counties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's or County's Direct Protection Area will be the responsibility of that Agency or County. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's or County's direct protection area than in another. These situations will be considered when determining each Agency's and County's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies or Counties.

31. **Procurement:** The Jurisdictional Agency(s) will determine the appropriate procurement procedures that will be utilized at the time of the incident. Procurement costs by one Agency or County in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the protecting agency.

32. **Equipment and Supplies:** Equipment and supplies, (e.g., commonly used agency owned items such as incident command trailers, office equipment, pumps, hoses, nozzles, etc.) supplied by one Party and received by another Party shall become the responsibility of the receiving Party. Equipment and supplies shall be returned in

the same condition as when received, reasonable wear and tear excepted. The receiving Party will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number.

Equipment transported or operated by Supporting Agency personnel in transit to or from an incident is considered under the control of the Supporting Agency. When arrangements are made with a transportation service provider to deliver equipment, the party making arrangements for the transportation should ensure that the transportation service provider will be responsible for all loss and damage to equipment or supplies consigned on the bill of lading until received by the consignee.

Equipment damaged while under the control of the Protecting Agency will be repaired/replaced at the expense of the Protecting Agency, unless damage occurred because of negligence by the Supporting Agency.

33. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the Parties to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only. Further details may be included in the appropriate Annual Operating Plans.
34. **Training:** The Agencies and Counties will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach.
35. **Communication Systems:** Parties to this agreement agree to cooperate in defining procedures and criteria for communications systems and frequencies within each agency's authorities. The defined procedure will be documented in appropriate Annual Operating Plans.
36. **Fire Weather Systems:** The Parties to this agreement will cooperate in the gathering, processing, and use of fire weather data that meets current National Fire Danger Rating System (NFDRS) standards.
37. **Aviation Operations:** Aircraft use may be considered as mutual aid with the terms of use outlined in appropriate Annual Operating Plans. Aircraft ordered for use should be authorized by the jurisdiction on which it is being used. If not authorized, the cost will be borne by the agency or fire service entity that initiated the order. Otherwise, costs for aircraft should be the responsibility of the entity, Department or Agency/County on which jurisdiction the aviation resources are used, unless negotiated otherwise in cost share agreements.

**38. Wyoming National Guard, OHS, DOT Resources:** Ordering of Wyoming Office of Homeland Security (WOHS), Wyoming Military Department (WMD) and Wyoming Department of Transportation (WYDOT) resources:

Orders for resources for wildland fire incidents from these state agencies will be placed with the Interagency Zone Dispatch Center. The Interagency Zone Dispatch Center will then place the order with the Wyoming State Forestry Division (WSFD) Duty Officer. The WSFD Duty Officer will order the requested resources through these respective state agencies and respond back to the Interagency Zone Dispatch Center with the status.

Available (WMD) incident resources include but are not limited to: ground transportation, Blackhawk Helicopters with buckets, dozers and MAFFS unit. When ordered, a liaison from the Guard will accompany the ordered resources. Upon being ordered the National Guard will notify Wyoming State Forestry Division with the equipment identification and a manifest with the personnel responding.

Available WOHS incident resources include but are not limited to: Communications trailer, portable radio cache, refrigeration trailer and generators.

Available WYDOT incident resources include but are not limited to: Highway signs, dozers, and road graders.

**39. Billing Procedures:**

- a. Federal Billings: Federal Agencies will not bill each other for fire suppression. See sub-paragraph c under this section for State and County billings.
- b. Anytime non-federal resources respond outside the State of Wyoming, Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the Forest Service at the address below:
  - USDA Forest Service, Rocky Mountain Region
  - Attn: Incident Business – Regional Budget Office
  - 740 Simms Street
  - Golden, CO 80401
- c. State and County Billings: When State or County resources are used and the fire management activity is within the state of Wyoming, the State or County will bill the protecting host unit.

When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies will submit their individual billings to the County and the County will reimburse each individual Agency.

Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to addresses identified in the Appropriate Annual Operating Plans or as listed below:

All bills for services provided to the Rocky Mountain Region - Forest Service.  
USFS Rocky Mountain Region  
Attn: Incident Business – Regional Budget Office  
740 Simms St  
Golden, CO 80401

All bills for services provided to the Intermountain Region – Forest Service.  
USFS Intermountain  
Attn: Incident Business Specialist  
324 25th Street  
Ogden, UT 84401

All bills for services provided to the Department of the Interior/BLM will be mailed to:  
BLM Wyoming State Office  
Attn: Budget/Incident Business Program Analyst  
PO Box 1828  
5353 Yellowstone Rd  
Cheyenne, WY 82003

All bills for services provided to the Department of the Interior/NPS Intermountain Region will be mailed to:  
NPS – Intermountain Region  
Attn: Budget Analyst  
12795 W Alameda Parkway Lakewood, CO 80228  
PO Box 25287, Denver, CO 80225-0287

All bills for services provided to the Department of the Interior/BIA will be mailed to:  
Bureau of Indian Affairs-Rocky Mountain Region  
Branch of Fire & Forestry  
Attn: Budget Analyst  
316 N. 26th Street  
Billings, MT 59101

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

US Fish & Wildlife Service  
Regional Fire Administrative Officer  
134 Union Blvd, Ste 300  
Lakewood, CO 80228

- d. The State/County and all of the Federal Agencies will meet quarterly to discuss fire costs and bring appropriate documentation of costs for billing purposes and/or billing estimates. A contact person for each Agency/County will be identified and be responsible for ensuring costs to date are presented at a meeting 90-120 days after the fire is declared out where all parties will determine cost breakout. Contacts will work together to set the date and location for this meeting.
- e. The State and Counties of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan exhibits C, D, E, F, and G have been agreed upon and accepted by all Agencies and Counties. Emergency Equipment Rental Agreements will only be executed for equipment not listed in the above exhibits.
- f. The Jurisdictional Agency is not obligated to reimburse the Supporting Agency for costs incurred during the Mutual Aid period unless otherwise specified in a cost share agreement.
- g. Fire Numbers: Agencies will share their respective individual fire numbers for cross referencing purposes.
- h. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency or County shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State or County will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the previous Federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

- i. Billing Content: A separate bill will be submitted for each fire. Bills and State Form WSFD-41 Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by the following:

- Originals or copies of Fire Time Reports, OF-288.
- Summary of travel charges.
- Equipment Use Invoice and Daily Shift Tickets.
- Credit card bill, list of purchases.
- Cost Share Agreement, when applicable.
- Copy of Resource Order.

- j. Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.
- k. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
- l. Electronic Funds Transfer (EFT): Wyoming shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
- a. The payment recipient does not have an account at a financial institution, or
  - b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
  - c. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, Wyoming shall register in the Central Contractor Registry (CCR) at [www.ccr.gov](http://www.ccr.gov) and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

- m. Third Party Payments: Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be

made through and tracked by the State. To receive payment for services rendered, the third party will submit all billing invoices to their parent state. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent state within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the State. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that the conditions of the local agreement have been complied with, will submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested.

40. **Cost Recovery:** The Authorized Representatives of affected parties will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Party may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action.

## VII. GENERAL PROVISIONS

41. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
42. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, Agencies and Counties will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.
43. **Accident/Incident Investigations:** Whenever an accident/incident occurs involving the equipment or personnel of an Assisting Agency, the Protecting Agency shall take immediate steps to notify the Supporting and Jurisdictional Agency. As soon as practical, the Protecting Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.
44. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The protecting Agency will notify the jurisdictional Agency of any fire suspected to have been caused by a

purchaser, contractor, operator or permittee, etc., of the jurisdictional Agency as soon as it becomes aware of the situation. The protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 40, Cost Recovery.

45. **Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement, provided this provision shall not relieve any party from responsibility for claims of third parties for losses for which the party is otherwise legally liable.
46. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
47. **Annual Review:** If deemed necessary, prior to January representatives of the State and Federal Agencies (See Exhibit B, Principle Contacts) will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
48. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Party signs below and shall remain in effect for five years from that date, unless terminated earlier. Any party shall have the right to terminate their participation to this Agreement by providing one-year advance written notice to the other Parties to this Agreement.
49. **Previous Agreements Superseded:** This Agreement supersedes the 2007 Wyoming Interagency Cooperative Fire Protection Agreement.  
  
Existing supplemental agreements and operating plans may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that any updated activities and conditions covered by those agreements or plans can be incorporated into appropriate Annual Operating Plans provided for under this Agreement.
50. **Entirety of Agreement:** This Agreement consisting of 24 pages, Exhibit A consisting of 9 pages, Exhibit B consisting of 1 page, Exhibit C consisting of 5 pages, Exhibit D consisting of 2 pages, Exhibit E consisting of 6 pages, Exhibit F consisting of 7 pages, Exhibit G consisting of 4 pages, and Exhibit H consisting of 2 pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
51. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.

52. **Sovereign Immunity:** The State of Wyoming and the Wyoming State Board of Land Commissioners do not waive sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state laws. Designations of venue, choice of law, enforcement actions, and similar provisions should not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
53. **Civil Rights:** The Agencies and Counties shall comply with all State of Wyoming and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

54. **Authorized Representatives/Signatures:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

[Signature] 3-22-12  
Chairman Date

[Signature] 3-8-12  
Assistant Attorney General Date

[Signature] 3-8-12  
WY State Forester Date

USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION

*Acting Deputy*  
[Signature] 2-27-12  
Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS  
ROCKY MOUNTAIN REGION

*Acting*  
[Signature] 3/29/12  
Regional Director Date

[Signature] 3-21-12  
BIA Contracting Specialist Date

USDI NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION

[Signature] 3/2/12  
Regional Director Date

[Signature] 2/22/12  
USDI NPS INTERMOUNTAIN REGION Contracting Officer Date

TRISH FRESQUEZ - HERNANDEZ  
CONTRACTING OFFICER  
NATIONAL PARK SERVICE

USDA FOREST SERVICE  
INTERMOUNTAIN REGION

[Signature] 3/7/12  
Regional Forester Date

USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION

[Signature] 3/23/12  
Regional Forester Date

The authority and format of this instrument has been reviewed and approved for signature.

[Signature] 3/7/2012  
USDA Forest Service Intermountain Region, Grants and Agreements Specialist Date

[Signature] 3/16/12  
USDA Forest Service Rocky Mountain Region, Grants and Agreements Specialist Date

USDI BUREAU OF LAND MANAGEMENT  
WYOMING STATE OFFICE

[Signature] 3/27/12  
for State Director Date

[Signature] 29 Mar 2012  
Agreements Coordinator, WY BLM Date

## EXHIBIT A

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### GLOSSARY OF TERMS

**Agencies:** Parties signatory to this agreement.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Administrator:** The official responsible for the management of a geographic unit or functional area.

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**Appropriate Annual Operating Plan:** A document that outlines the details of implementing this Interagency Cooperative Fire Management Agreement.

**Area:** The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

**Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

**Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

**Confine:** Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will confine the fire, with no action being taken to put the fire out.

**Contain:** Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

**Control:** Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and, to extinguish all hot spots, until out.

**Controlled burn:** Synonymous with Prescribed Fire.

**Cost Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws.

**Cooperator(s):** Local agency or person who has agreed in advance to perform specified fire control services and has been properly instructed to give such service.

**County(ies):** A unit of local government and one of the administrative subdivisions that the states of the United States, excepting major cities, are divided into.

**Direct Protection Area:** That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

**Disaster:** See Major Disaster.

**Emergency:** As defined by the Stafford Act, an emergency is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

**Emergency Support Function (ESF):** Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

**Escaped Prescribed Fire:** A prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria is specified in "Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide".

**Exhibit:** A collection of separate material at the end of a document.

**Federal:** Of or pertaining to the Federal Government of the United States of America.

**Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

**Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: aviation, dispatch, suppression, prescribed fire/fuels management, fire analysis/planning, training, prevention, public affairs, emergency stabilization and/or burned area rehabilitation in fire management.

**General/Land/Resource Management Plan (L/RMP):** A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

**Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

**Geographic Area Coordinating Group (GACG):** Interagency regional fire management bodies.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Hazard Mitigation:** Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

**Hazardous Material:** For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

**Incident Command System (ICS):** A standardized on scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Management Team (IMT):** The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

**Indirect Cost:** A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB)

Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

**Infrastructure:** The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

**Initial Action:** The actions taken by the first resources to arrive at a wildfire.

**Initial Attack:** The aggressive response to a wildland fire based on values to be protected, benefits of response, and reasonable cost of response.

**In-Kind Donations:** Donations other than cash (usually materials or professional services) for disaster survivors.

**Interagency:** Coordination, collaboration, communication among cooperating agencies.

**Major Disaster:** As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Mission Assignment:** The mechanism used to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

**Mitigation:** Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Mobilization:** The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**National:** Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

**National Incident Management System (NIMS):** The *National Incident Management System* (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the *National Response Framework* (NRF). NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

**National Response Framework (NRF):** The *National Response Framework* (NRF) guides how the Nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

**NWCG:** National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, training programs.

**Offset:** Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

**Party:** Entities that are signatory to this Agreement.

**Planned Ignition:** The intentional initiation of a wildland fire by hand-held, mechanical or aerial device where the distance and timing between ignition lines or points and the sequence of igniting them is determined by environmental conditions (weather, fuel, topography), firing technique, and other factors which influence fire behavior and fire effects (see prescribed fire).

**Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

**Prescribed Fire:** Is a wildland fire originating from a planned ignition to meet specific objectives identified in a written, approved, prescribed fire plan for which NEPA requirements (where applicable) have been met prior to ignition (see planned ignition).

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

**Procurement Documents:** Agency specific financial obligation documents.

**Protecting Agency:** The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, or agreement.

**Protection:** The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

**Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

**Protection Boundaries:** Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the appropriate annual operating plans.

**Reciprocal (Mutual Aid) Fire Protection:** Reciprocal fire protection is the act of helping the protecting Agency, at no cost for the first specified number of hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

**Reconciliation process:** The process for tracking in-state incidents for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

**Reimbursable (Assistance by Hire):** Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its appropriate annual operating plans. Excludes Mutual Aid.

**Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency/County-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs may be applied on joint state and federal suppression/non-suppression projects.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Response to wildland fire:** The mobilization of the necessary services and responders to a fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

**State:** Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**Strategic:** Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Sub-Object Class Code:** Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

**Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildfires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

**Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

**Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.

**Suppression:** All the work of extinguishing or confining a fire beginning with its discovery.

**Threat:** An indication of possible violence, harm, or danger.

**Trespass:** An occurrence of unauthorized fire on agency protected lands where the source of ignition is tied to some type of human activity.

**Tribe:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the

State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include managers for a Tribe, State, County or local government entity.

**United States:** The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

**Wildfire:** Unplanned ignition of a wildland fire (such as a fire caused by lightning, volcanoes, unauthorized and accidental human-caused fires) and escaped prescribed fires. (See unplanned ignition and escaped prescribed fire).

**Wildland Fire:** A general term describing any non-structure fire that occurs in the wildland.

**Wildland Urban Interface (WUI):** The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetation fuels.

## EXHIBIT B

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### Principal Contacts

PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually as needed.

#### **Bureau of Land Management**

Jeff Fedrizzi  
5353 Yellowstone Rd  
Cheyenne, WY  
Phone: 307-775-6234  
FAX:  
E-Mail: [jfedrizz@blm.gov](mailto:jfedrizz@blm.gov)

#### **National Park Service**

Mike Davin  
12795 W. Alameda Parkway  
Denver, CO 80225-0287  
Phone: 303-969-2951  
FAX: 303-969-2037  
E-Mail: [michael\\_davin@nps.gov](mailto:michael_davin@nps.gov)

#### **Bureau of Indian Affairs**

Robert LaPlant  
316 N 26th Street  
Billings, Montana 59101  
Phone: 406 247-7949  
FAX:  
E-Mail: [Robert.Jones@bia.gov](mailto:Robert.Jones@bia.gov)

#### **U.S. Fish and Wildlife Service**

Dave Carter  
P.O. Box 25486  
Denver, CO 80225  
Phone: 303-236-8110  
FAX:  
E-Mail: [David\\_Carter@fws.gov](mailto:David_Carter@fws.gov)

#### **US Forest Service – Rocky Mountain Region**

Mark Boche  
740 Simms Street  
Golden, Colorado 80401  
Phone: 303-275-5736  
FAX: 303-275-5754  
E-Mail: [mboche@fs.fed.us](mailto:mboche@fs.fed.us)

#### **US Forest Service – Intermountain Region**

Loren Walker  
324 25th Street  
Ogden, UT 84401  
Phone: 801-625-5245  
FAX:  
E-Mail: [ldwalker@fs.fed.us](mailto:ldwalker@fs.fed.us)

#### **Wyoming State Forestry Division**

Ron Graham  
5500 Bishop Blvd.  
Cheyenne, Wyoming 82002  
Phone: 307-777-3368  
FAX: 307-777-5986  
E-Mail: [ron.graham@wyo.gov](mailto:ron.graham@wyo.gov)

## EXHIBIT C

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

### ANNUAL OPERATING PLAN OUTLINE GUIDE

#### PREAMBLE

This operating plan is prepared pursuant to the Wyoming Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated \_\_\_\_.

This operating plan supersedes:  
(List applicable local agreements and Operating Plans.)

#### PURPOSE

This is a (Geographic Area, Statewide or Sub-Geographic Area) Annual Operating Plan (AOP) applicable to all signatory parties within (Geographic Area Name or the State of XXX, or Sub-Geographic Area Name). It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities. The XXXX Mobilization Guide is considered part of this ANNUAL OPERATING PLAN.

#### RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Agencies are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implements the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

#### INTERAGENCY COOPERATION

**Interagency Dispatch Centers:** Specify staffing, funding and level of participation agreed to.

**Interagency Resources:**

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
- Identify the process by which additional preparedness resources requests will be coordinated.
- *If applicable, cite the operating plan for management of Incident Management Teams and where it is available.*

**Standards:** Reference common standards; reference direction for land management and aircraft use.

## PREPAREDNESS

**Protection Planning:** Determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

**Protection Areas and Boundaries:** Identify areas (map and/or describe).

### Methods of Fire Protection and Suppression:

- **Reciprocal (Mutual Aid) Fire Assistance:** Document reciprocal initial attack zones. Document the length of the mutual aid period. (It should not exceed 24 hours unless specifically stated by agreement or contract.)
- **Acquisition of Services:** Identify areas for reimbursable (cooperative), exchange (offset) or contract (fee basis) fire protection services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.

**Joint Projects and Project Plans:** Document or reference joint cooperative projects including objectives, role of each Agency, and financial plan. Examples: prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, etc.

**Fire Prevention:** Identify goals, activities, resources and cost sharing.

**Fire Restrictions:** Implementation procedures or incorporate by reference the document containing those procedures.

**Prescribed Fire (Planned Ignitions) and Fuels Management:** Refer to project plans.

**Smoke Management:** Local considerations; use of Air Resource Advisors.

## OPERATIONS

### Fire Notifications and Reporting:

- Specify notification procedures and timelines.
- Establish timeframes when final Fire Reports will be sent to jurisdictional agencies.
- Describe the level of communication required with neighboring jurisdictions regarding the management of all wildfires, especially those with objectives that include benefit.

**Boundary Line Fires:** Specify notification procedures.

**Independent Action on Lands Protected by Another Agency:** Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

**Response to Wildland Fire:**

**Special Management Considerations:**

- Identify areas where there are resource and other management concerns i.e. special management considerations, appropriate fire management actions, any restrictions in firefighting tactical techniques, etc. *(Note: This information could be incorporated by reference to a fire management plan.)*
- Jurisdictional Agencies, which may include state and private lands, should identify the conditions under which wildland fire may be managed to achieve benefit, and the information or criteria that will be used to make that determination (e.g. critical habitat, hazardous fuels and land management planning documents). *(Note: This information could be incorporated by reference to a fire management plan.)*
- Identify how suppression costs related to special management considerations will be allocated.

**Decision Process:** Identify the process by which the parties will develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values-at-risk, resource, social and political values, and existing legal statutes.

**Cooperation:** Identify how to involve all parties in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundary, and how all parties will be involved in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries.

**Communication:** Describe the level of communication required with neighboring jurisdictions regarding the management of all wildfires, especially those with objectives that include benefit. Describe the level of communication required with neighboring jurisdictions regarding suppression resource availability and allocation, especially for wildfires with objectives that include benefit.

**Cost efficiency:** Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e. it may be more cost effective to put the containment line along open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

**Delegation of Authority:** Describe procedures and criteria to specify direction, authority and financial management guidelines that local Unit Administrators will use to inform Incident Commanders.

**Preservation of Evidence and Fire Cause Determination:** Investigation process.

**USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

**Cost Share Agreement (Cost Share Methodologies)** Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed in order to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.

- The cost-sharing methodologies that will be utilized should wildfire spread to a

- neighboring jurisdiction in a location where fire is not wanted.
- The cost-share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it to create benefit.
- Any distinctions in what cost-share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples of cost-sharing methodologies may include, but are not limited to, the following:
  - When a wildland fire that is being managed for benefit spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.
  - In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries cost-share methodologies may include, but are not limited to:
    - a. Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
    - b. Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
    - c. Cost share by percentage of ownership,
    - d. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds,
    - e. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

**Training:** Identify training needs, schedules, billing arrangements, agreed to sharing of resources. (Review Wyoming Statewide Agreement Clause, Joint Projects and Project Plans).

**Communication Systems:** Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties.

**Fire Weather Systems:** Specify maintenance, use and management, if any.

**Aviation Operations:** Identify and document any local aviation agreements.

**Billing Procedures:** See Exhibit XX - Reimbursable Billings and Payments

- Procedures for Fee Based Services
- Payment Process
- Timeframes to notify billing agency of incorrect invoice
- Contact information for written request for extensions
- Billing location/address

**Cost Recovery:** Procedures for determining a cost recovery process.

### GENERAL PROVISIONS

**Personnel Policy:** See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single Resource. While on assignment, these individuals are XXFD employees and the XXFD will be reimbursed for their actual costs.

**Modification:** Revisions or updates to this Annual Operating Plan are automatically incorporated into the Master Cooperative Wildland Fire Management Agreement dated XXXXX. A formal modification to the Master Agreement is unnecessary.

**Annual Review:** This Annual Operating Plan is reviewed annually by (DATE) and revised, as needed.

**Duration of Agreement:** This Annual Operating Plan remains in effect until superseded.

**Previous Agreements Superseded:** XXX Annual Operating Plan.

**Authorized Representatives:** By signature below, all signatories to this Annual Operating Plan certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this AOP

#### SIGNATURES

*Unit Administrators will have the responsibility for developing and approving annual operating plan(s).*

#### SIGNATURES

Agency

Agency

\_\_\_\_\_  
Agency Administrator

Date:

\_\_\_\_\_  
Agency Administrator

Date:

**EXHIBIT D.**

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

**Supplemental Project Plan Template**

**SUPPLEMENTAL NUMBER \_\_\_\_\_  
TO COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE  
AGREEMENT**

**PROJECT AND FINANCIAL PLAN**

**I. INTRODUCTION**

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

**II. SCOPE AND DURATION**

The description of this project is to \_\_\_\_\_. It is anticipated that this project will begin \_\_\_\_\_ and will end \_\_\_\_\_.

**III. PRINCIPAL CONTACTS**

Principal contacts for each Agency for the administration of the project are:

Name  
Address  
Telephone  
FAX

**IV. DETAILED PROJECT DESCRIPTION**

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

**V. SUPERVISION AND TECHNICAL OVERSIGHT**

**VI. REIMBURSEMENT**

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

**VII. FINANCIAL PLAN**



## EXHIBIT E.

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

### Cost Share Agreement

#### **INSTRUCTIONS –COST SHARE AGREEMENT**

Numbered instructions correspond to form items that require further explanation. Supplements to cost share agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this cost share agreement may be completed on a single page, describing the change to the original cost share agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in Wyoming. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the cost share agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Cost Share Agreement.
4. List the Agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.

6. Check the appropriate command structure for the fire. Definitions:

**UNIFIED COMMAND** – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
- A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
  - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
  - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.

D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.

E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
  - Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
  - Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

Exhibit E. (Continued)

**COST SHARE AGREEMENT**

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_
2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_
3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.
4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_
5. This agreement becomes effective on: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.

6. Overall direction of this incident will be by ( ) Unified Command, or by ( ) Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations:

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8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____	Geographic Responsibility _____

9. The Agency responsible for structural protection will be: \_\_\_\_\_

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

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11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:


12. Other conditions relative to this agreement (Notifications, incident information, etc):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Exhibit F.**

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

**Supplemental Fire Department Resources**



**NATIONAL WILDFIRE  
COORDINATING GROUP**

National Interagency Fire Center  
3833 S. Development Avenue  
Boise, Idaho 83705

**MEMORANDUM**

Reference: NWCG#004-2009  
To: NWCG Executive Board  
From: NWCG Chair *Brian Sullivan*  
Date: February 6, 2009  
Subject: Agreements with Local Fire Departments

Several local fire departments have established programs to sign-up qualified resources to be dispatched to incident assignments under agreements between state or local fire departments and Federal partners. A review of these agreements and Annual Operating Plans has shown a variety of pay rates, overhead rates, backfill, and methods of pay ("hours worked" versus "portal to portal"), leaving receiving units unclear as to what they are paying for a resource mobilized from out of their geographic area..

The NWCG and the National Multi-Agency Coordinating Group (NMAC) have determined that wildland fire agencies should continue to allow local Federal land management offices to enter into agreements with local fire departments that include supplemental resources for mobilization. However, we feel that there should be controls on the terms of these agreements to ensure consistency across geographic boundaries. The NWCG tasked the Incident Business Practices Working Team to develop standards and controls for the following:

- Provide definition of supplemental fire department resources so that a consistent application is applied.
- Establish standard rates for supplemental fire department resources, using General Schedule tables with locality pay applied.
- Require supplemental fire department resources to be paid on an as-worked basis; not portal to portal.
- Recommend a standard administrative overhead rate for supplemental fire department resources.
- Develop a process to assure there are no backfill payments for supplemental fire department resources.

NWCG#004-2009  
Agreements with Local  
Fire Departments

Page 1 of 2

- Develop a standard template for local agreements that include supplemental fire department resources.
- Develop standard ROSS and dispatch protocols for management of supplemental fire department resources.

The attached documents and templates have been developed as directed and approved by the NWCG. All agencies are requested to provide direction to the field to implement these required modifications to local and/or state agreements that provide supplemental fire department resources for national mobilization prior to the 2009 western fire season.

Attachments:

- A: Standard language for all state or local agreements that includes national mobilization of supplemental fire department resources.
- B: Annual Operating Plan for the mobilization of supplemental fire department resources.
- C: Talking Points
- D: Classification level matrix of positions to be used when determining pay rates for supplemental fire department resources.

## **Exhibit F. (Continued)**

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

### **Supplemental Fire Department Resources**

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

#### **Mobilization**

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

#### **Reimbursable Costs**

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

#### **Personnel**

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. XXFD is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. XXFD will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed in the Annual Operating Plan (AOP) by name, position(s), and identified as SR. While on assignment, these individuals are **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

#### **Rate Determination**

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the AOP are computed as follows:

- 1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include only those costs actually incurred by the XXFD for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.
- 2) **Overtime Compensation Rate:** Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.
- 3) **Hazard Pay Rate** – Hazard pay differential is paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook, Section 12.9. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

#### Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH 12.7-2 #4) Once travel to the home unit commences days off will not be paid.

#### Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

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Signature	Date
Agency Administrator	
Federal Agency	

---

Signature

Date

Fire Chief

Local Fire Protection District

Or appropriate Official at State Level

**Attachment to Exhibit F.  
Supplemental Fire Department Resource  
Classification Level Matrix**

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA FFT1	HECM		EQPI	PTRC	
GS-5		ICT5	ENOP		SCKN	BCMG EQPM INCM ORDM RCDM SECM	CLMS EQTR INJR	
GS-6		ICT4	CRWB DOZB ENGB FALB FELB STAM TRPB WHSP	AOBS DECK HELB RAMP	DOCL FOBS TNSP	COMT		EDSD
GS-7		IOF3	STCR STDZ STEN STLM STPL	HELM SEMG	GISS	CTSP EMTB EMTI		

**Attachment to Exhibit F.**  
**Supplemental Fire Department Resource**  
**Classification Level Matrix**

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-8		SOF3	DOZ1 TFLD	ATBM HEB2	DMOB HRSP RESL SITL	COML FACL FDUL GSUL MEDL SPUL	COMP COST TIME	EDSP IADP
GS-9			FALC	HLCO HEB1 SECO			PROC	
GS-10		ICT3	DIVS STPS	ASGS ATGS	FBAN LTAN	EMTP		CORD INTL PETM
GS-11		PIO2 LOFR SOF2	OPBD OSC2	AOBD	PSC2	LSC2 SVBD SUBD	FSC2	ARCH IBA2 MCCO PETL
GS-12	ACAC ACPC ACLC	DICT (T2) PIO1 SOF1	OSC1		PSC1	LSC1	FSC1	IBA1
GS-13	ACDR	DICT (T1)						

## Exhibit G.

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

### **USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT RESPONSE ACTIONS**

**1. Stafford Act Declarations:** Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

**2. Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

**3. State/Tribe/County Reimbursement Process:** State/Tribe/County reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe/County reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal/County personnel.
- b) Wages, travel and per diem of temporary State/Tribal/County personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

**4. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

**5. Procurement:** The State/Tribe/County receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State/Tribe/County is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State/Tribe/County will comply with State/Tribe/County laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

**6. Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for

damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

## 7. Billing Procedures

### A. Incident Billings:

1. When State/Tribe/County is the supporting agency, the State/Tribe/County will bill the primary ESF Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Appropriate Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State/Tribe/County by *(to be determined by individual State/Tribe/County fiscal year)*. The State/Tribe/County will submit unpaid obligation figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, Mission Assignment number (MA), and federal job code.

4. **Billing Content:** Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State/Tribe/County incident assistance may include administrative overhead, not to exceed the predetermined State/Tribe/County indirect cost rate negotiated annually with the cognizant Federal Agency for the State/Tribe/County (OMB Circular A-87).
8. **Billing Addresses:** As stated in 7A.1, all bills for services will go to the primary ESF Federal Agency for Stafford Act responses and that address will be contained in the Mission Assignment unique to each incident.

9. **Payment Due Dates:** All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved during the designated waiver period.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

**EXHIBIT H**

*(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)*

**DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN  
FEDERAL AGENCIES AND THE WYOMING STATE FORESTRY DIVISION**

1. Please enter the type of document(s) required by your Agency to TRANSFER monies to the Wyoming State Forestry Division/County.

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	FUELS MANAGEMENT ACTIVITIES
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Cooperative Agreement/Contract	Cooperative Agreement	Cooperative Agreement/Contract
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

2. Please enter the type of document(s) required by your Agency to TRANSFER monies to other Federal Agencies.

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	FUELS MANAGEMENT ACTIVITIES
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement	Interagency Agreement/Intra-Agency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Please enter the type of document(s) required by your Agency to RECEIVE monies from other Federal Agencies.

FEDERAL AGENCY SELLER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	FUELS MANAGEMENT ACTIVITIES
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)

4. Please enter the type of document(s) required by your agency to RECEIVE monies from the Wyoming State Forestry Division or County

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	FUELS MANAGEMENT ACTIVITIES
U.S. Forest Service	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. Bureau of Land Management	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. National Park Service	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. Fish & Wildlife Service	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State/County
U.S. Bureau of Indian Affairs	Bill for Collection to the State/County	Bill for Collection to the State	Bill for Collection to the State

(For internal operating procedures or internal documents, contact your local Grants and Agreements Specialist/fiscal/financial/budget officer.)



- MARTY DERNOVICH, MANAGER  
(307) 922-5435
- MARILYN "MEL" NOMIS, SENIOR BUYER  
(307) 922-5436
- ERIN WYANT, INVENTORY CONTROLLER  
(307) 922-5437

50140 A US HWY 191 S. • ROCK SPRINGS, WY 82901  
MAIN (307) 922-5434 - FAX (307) 872-6469

## MEMORADIUM

TO: Sweetwater County Commissioners  
FROM: Purchasing Department, Marty Dernovich   
Date: April 10, 2013  
Subject: Surplus Vehicle and Equipment Sale

The purchasing office is preparing the sale list of surplus vehicles for public sale. In the past the county has exchanged vehicles with other county agencies. These agencies make their request through the purchasing office with a written letter or by phone call, and are placed on a list. This allows this office to evaluate and supply the surplus vehicles to those agencies that have a need for a vehicle.

At the time of submitting to the Board of County Commissioners I have no formal requests for vehicles, however Southwest Counseling has asked if any of the vehicles were operable they would like one or two pickups.

The attached list provides you with the vehicles that are available for public sale.

Also I received a request for donated hand tools that are at the Road & Bridge Shop in Green River that are obsolete and are no longer in use or used to the Friends of South Pass. ( See attached letter). Pictures will be available at time of meeting.

The purchasing office is requesting direction from the commissioners as to their decision to allow for the exchanges of the vehicles and approval to advertise for public sale and also for the donation of the hand tools.



# Friends of South Pass

\*\* Post Office Box 1118  
Lander, Wyoming 82520

April 3, 2013

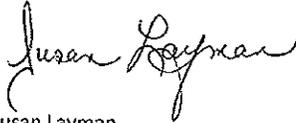
To the Sweetwater County Commissioners,

My name is Susan Layman and I represent the Friends of South Pass, a non-profit support organization for South Pass City State Historic Site in South Pass City, Wyoming. Recently, the Carissa Mill at South Pass City, has had large pieces of equipment (ball mill, classifier, Wilfley table, etc.) installed, and will be ready for public access later this summer. The mill will be presented to the public through the incorporation of period appropriate tools, equipment, and technology of the late 1940s. The Friends are helping the Historic Site to exhibit the mill.

It has come to my attention that Sweetwater County Road & Bridge may have obsolete and seldom used hand tools which were common in the time period of our exhibit work. While today such items may be of limited current use in a modern maintenance setting, they may be well-suited for promoting the educational and informational goals that our organization advances.

Would you be willing to authorize Sweetwater County Roads & Bridge to transfer any small hand tools that may be outdated for present day use to South Pass City State Historic Site for use in the exhibits?

Thank you for your consideration.



Susan Layman

Manager, Friends of South Pass

---

Friends of South Pass Board of Directors: Bob Snowden, President-Buffalo Glen Hester, Vice President-Lander  
Ben Pearson, Treasurer-Lander A. J. "Gator" Kiernan Secretary-Green River  
Norma Nelson-Lander Ernie Over-Lander Steve Beazley-Riverton

VEHICLES and EQUIPMENT FOR SALE 2013

#	YEAR	MAKE	MODEL	COLOR	ODOMETER	VIN#	CONDITION	TAG#	DEPT.
1	2000	FORD	CROWN VIC	SILVER/BLACK	104106	2FAP71W91X125220	RUN GOOD	121410	JUV PROB
2	1999	DODGE	NEON	BLUE	79802	3P3E547Y9XT528037	BODY IN GOOD SHAPE		SWC
3	2000	DODGE	NEON	GOLD		1B3E546CXYD860468	BODY GOOD SHAPE, BATTERY BAD		SWC
4	1994	FORD	F250	BLACK/SILVER	113,500	1FTHX26G9KKA98932	BOX, EXTENDED CAB, 4X4, GOOD		
5	2003	FORD	EXPEDITION	WHITE	152,343	1FMPPU16L23LB93681	POOR, FLAT TIRE, TRANSMISSION	121421	SHERIFF
6	2003	FORD	EXPEDITION	WHITE		1FMPPU16L43LB93682	TRANSMISSION	121422	SHERIFF
7	2005	DODGE	1500 CREW CAB	WHITE	140294	1D7HU182361157226	GOOD SHAPE - TEAR IN SEAT	123774	SHERIFF
8	2007	DODGE	1500 CREW CAB	WHITE	146625	1D7HU182281173887	GOOD	143445	SHERIFF
9	1983	INTERNATIONAL	1754	GREEN	32179.6	1HTLGHYPLEHA18994	PLOW TRUCK	003775	C ST Maint.
10	1997	DODGE	VAN/BUS	WHITE	92834	2B5W835YXVK581820	NEED KEYS		SWC
11	2005	DODGE	1500	WHITE	142700	1D7HU182161155040	GOOD - BAD BATTERY	123772	SHERIFF
12	2000	DODGE	DURANGO	BLACK/SILVER	130504	1B7HS28234F255744	TRANSMISSION LEAKS	121382	PROB & PAR
13	1989	CHEVY	CORSICA	GREEN	62245	1G1LT64T81E110368	GOOD	000247	CO Clerk
14	1997	CHEVY	TAHOE	BLACK/SILVER	176459	3GNFK18R7W6129793	COLD KNOCK	121322	SEA & RES
15	1989	CHEVY	3500	BLACK/SILVER	103966	2GCHK39N011104025	DUALLY FAIR SHAPE	120719	SEA & RES
16	1997	MERCURY	SABLE	TAN	160795	1ME1M55UXVA606190	CRACKED CYLINDER HEAD	120992	LIBRARY
17	2006	DODGE	2500	WHITE	142790	1D7KS28C961149920	GOOD SHAPE, RUN	4167	R&B
18	2006	DODGE	2500	WHITE	149545	1D7KS28C461149923	GOOD SHAPE, RUNS	123563	R&B
19	2004	DODGE	2500	WHITE	122500	3D7KU28C14G180281	TRANSMISSION OUT	123508	R&B
20	1999	DODGE	3500	WHITE	106397	3B6ME3668XM555061	CAB & CHASSIS, DUALLY, GOOD SHAPE	121272	R&B
21	1997	FREIGHTLINER	FUD120	WHITE	644696	1FUVDMD8XVL844524	CAB & CHASSIS, RUNS	123574	T18
22	1996	FREIGHTLINER		WHITE	711335	1FUPFDY88TF740474	CAB & CHASSIS, RUNS	121255	T14
23	1974	FORD		GREEN		F70EVU6S982	NO BRAKES	4030	T11
24	1990	SEAMAN OIL		BLACK		1065	HOT OIL DISTRIBUTOR ON TRAILER	3946	R&B
25		SEAMAN OIL		BLACK			HOT OIL TANK DISTRIBUTOR, FRAME FOR TRUCK		R&B
26			20,000						
27			15,000				20,000 GAL MAG CLORIDE TANK RS SHOP	3892	R&B
28		DODGE	1500	WHITE			Est. 15000 GAL TACKING OIL TANK GR SHOP		R&B
29		DODGE	1500	WHITE					SHERIFF
30							DODGE TRUCK BED 8FT		SHERIFF



**CERTIFICATION PAGE**

**Amended Rules and Regulations of the  
Sweetwater County Board of County Commissioners  
Sweetwater County, Wyoming**

I hereby certify that Resolution 13-04-CC-01 regarding the Sweetwater County Nuisance Regulations, containing certain additions and deletions as identified herein, has been approved by the Sweetwater County Commission in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its regular meeting on January 3, 2013, the Sweetwater County Commission announced its intent to approve Appendix A of the Sweetwater County Zoning Resolution titled Nuisance Regulations.
2. Prior to adoption these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. The Sweetwater County Nuisance Regulations shall become effective immediately upon filing with the Sweetwater County Clerk.

Signed this 16<sup>th</sup> day of April, 2013.

The Sweetwater County Commission:

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Wally J. Johnson, Chairman

**RESOLUTION 13-04-CC-01**  
**LANGUAGE AMENDMENT – SWEETWATER COUNTY ZONING RESOLUTION**  
**APPENDIX A – NUISANCE REGULATIONS**

WHEREAS, on November 10, 2012 the Sweetwater County Land Use Department advertised that a public hearing would be held on December 12, 2012 at 10:00 a.m. proposing to amend Appendix A of the Sweetwater County Zoning Resolution concerning Nuisance Regulations, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing regarding this *Language Amendment to the Sweetwater County Zoning Resolution*, and requested and received public comment, and after due consideration and discussion voted 4-0 to recommend the proposed language to the Sweetwater County Board of County Commissioners, and;

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing regarding this Recommendation on January 3, 2013 and requested and received public comment, and after due consideration and discussion signed notice of its intention to amend the Sweetwater County Nuisance Regulations, and;

WHEREAS, at least forty-five (45) days have lapsed since the Sweetwater County Board of County Commissioners expressed its intent, pursuant to W.S§16-3-103(a)(i) of Wyoming's Administrative Procedures Act, to adopt the Language Amendment to the Sweetwater County Zoning Resolution Appendix A Nuisance Regulations as shown below.

**Appendix A – Nuisance Regulations**

**Section 1: General Definitions:**

- a) A "Nuisance" is defined as any use or non-use of property, real or personal, which causes material injury to others or which endangers life, health, or safety or which is otherwise defined at common law, Wyoming State Statute, or herein.
- b) Inoperable Vehicle: any motor vehicle which cannot be moved under its own power, or cannot be operated lawfully on a public street or highway due to lack of an engine, transmission, wheels, tires or when such vehicle is totally or partially suspended above the ground by jack, block, or any other lifting device

**Section 2: General:**

- a) A site, property, tract, lot, building grounds, building, area or other property may be declared a nuisance by the Board of Sweetwater County Commissioners in conformance with Wyoming State Statutes 18-2-101(a)(viii) and 18-2-115 if a nuisance, as listed in Section 2(c) of this Article exists on said site, property, tract, lot, building grounds, area or other property.

- b) It shall be unlawful for any person to maintain or permit the existence of any nuisance upon property within the boundaries of the unincorporated areas of Sweetwater County, Wyoming.
- c) The following standards are hereby declared by the Sweetwater County Board of Commissioners for establishing when a site is a nuisance:
  - 1) the outside storage, keeping or maintenance of inoperative vehicles excepting those that are within the scope of Section 3 of this article;
  - 2) any building or structure (as well as fencing) shall be considered a nuisance when, for want of repair, dilapidated, defective, or other hazardous condition produces an imminent endangerment to public health or safety;
  - 3) the maintenance or harboring of farm animals, livestock or domestic animals in the Unincorporated areas of Sweetwater County in an unsanitary manner that creates human health hazards;
  - 4) the accumulation of animal manure, animal feces, and waste products that allow for the breeding and propagation of insects and/or rodents, runoff of surface water from areas having deposits of animal manure or waste products onto adjacent or nearby properties or into water drainages and does not meet the EPA Livestock Manure Handling regulations;
  - 5) containing or discharging runoff of water containing pollutants or foul smelling substances that may be offensive to human senses;
  - 6) diverting of runoff and drainage or causing standing water in a manner that adversely affects neighboring properties;
  - 7) destabilizing of the ground surface in a manner that causes dust or other airborne matter which is offensive or dangerous to the health or safety of the public;
  - 8) discharging septic system/sewage effluent onto the ground or into water ways;
  - 9) causing or allowing the effluent from any cesspool septic tank, drain field or sewage disposal system to discharge upon the surface of the ground;
  - 10) maintaining weed growth or debris which, by its presence or manner of storage, presents a clear threat to public health or safety;
  - 11) maintaining presence of insect vector or rodent harborages;
  - 12) the unlicensed accumulation of materials, debris, garbage, waste recyclables, or other scrap or junk material such as but not limited to:

- a) Combustible materials such as paper litter, cardboard or paper piles, piles of weeds or shrubby trimmings, piles of wood, straw, hay, grass, etc., which by reason of its presence or manner of storage creates a potential fire hazard or allows for insect and/or rodent propagation;
  - b) Any waste petroleum or other chemical product (solid or liquid) or solid waste (rubbish) of any kind which, by reason of its presence or manner of storage, could contaminate surface or ground water or could inflict harm to the public directly by evaporation to the gaseous state, by burning, or direct physical contact; or, indirectly by harboring vermin;
  - c) Commercial or household: Appliances (washers, dryers, water heaters, refrigerators, etc.); Equipment (tools, and manufacturing equipment, metal products, construction equipment or materials, etc.); Machinery, Vehicles, Vehicle parts, Tires, or Similar Items which by reason of its presence or manner of storage presents a danger to the public or regulatory agencies from collapse, fire, entrapment, burning, or harboring of dangerous chemicals, or vermin harboring;
  - d) Household or commercial building parts and fixtures such as furniture, counters, tables, flooring, foundations and wall materials, roofing materials, electrical parts, mechanical systems parts, etc., which by its presence or manner of storage presents a danger to the public or regulatory agencies from collapse, fire, entrapment, burning, or harboring of dangerous chemicals or vermin;
- 13) allowing any discharge into the environment of toxic or noxious materials in such concentrations as to endanger the public health;
  - 14) any chemical and/or biological material that is stored, used or disposed of in such quantity or manner that creates a public health hazard;
  - 15) any condition or situation which renders a structure or any part thereof unsanitary, unhealthy or unfit for human habitation occupancy or use or renders any property unsanitary or unhealthy;

- 16) failure to keep material, debris, waste, refuse or garbage in a closed container designed for such purposes;
- 17) burning garbage, weeds and other debris in a manner that is offensive or dangerous to the health, and safety of the public;
- 18) the depositing, placing, creating, or dumping of any putrid or decayed animal or vegetable matter, liquid, chemical, solid waste, refuse or garbage, in a public or private place so as to create a potential health hazard shall constitute a public nuisance;
- 19) trees, vegetation, artificial light, and other items are considered a nuisance when they obstruct or limit visual observation of traffic control devices, vehicle usage, pedestrian travel ways, etc., or contribute to an unsafe condition for the public utilizing the right-of-ways;
- 20) noises, except those uses excepted by Section 3 of this article, that exceed the maximum sound levels as prescribed in Table A, Noise Level Restrictions, beyond the site property lines, except that when a nonresidential zoning district or activity abuts a residential zoning district, the residential zoning district standard shall govern.

**Table A  
Noise Level Restrictions**

Zoning	Maximum Sound Level
Residential	60 dBA
Commercial or Industrial	70 dBA,

**Note:** “dBA” is the measure of sound levels in A-weighted decibels.

- 21) failure to comply with any law or rule regarding sanitation and health including but not limited to:
  - a) plumbing,
  - b) water supplies,
  - c) waste disposal,
  - d) storage of chemical pesticides or herbicides

**Section 3 – Exceptions**

The following under Section 3 of this article are not considered a public nuisance:

- a) The following vehicles, are not considered a public nuisance:
  - 1) Antique or historic motor vehicles, as defined by W.S. Section 31-2-223;

- 2) Vehicles kept in an enclosed garage or storage building;
  - 3) Vehicles used for educational or instructional purposes by a proprietary school licensed in Wyoming and screened as defined by this article;
  - 4) Vehicles kept by licensed establishments and authorized storage yards;
  - 5) Vehicles and equipment relevant to the operation of farms and ranches and screened as defined by this article;
- b) Maintenance of livestock in un-platted agricultural areas of the county shall not be considered a nuisance unless maintained in an unsanitary manner that creates human health hazards;
  - c) Retention of farm products, supplies, equipment, and reusable materials at a working farm or ranch shall not be considered a public nuisance as long as such items and material are kept in such a manner that would not constitute a threat to public health or safety.
  - d) The maximum sound levels of Table A in Section 2 of this article may be exceeded by temporary construction and maintenance activities, but any excessive noise generated by such activities shall be restricted to the hours between 7:00 A.M. and 10:00 P.M. In addition the movement of trains on existing railroad rights-of way, the movement of motor vehicles on public roads, the operation of farm machinery, the operation of watercraft, the operation of a permitted industrial facility or oil and gas or mining operation necessary to the extraction, production or exploration of the mineral resources, or other sources of noise not attributable to a particular development is not considered a public nuisance.

#### **Section 4 – Outdoor Storage**

- a) The accumulation and storage of animal manure that is not considered a public nuisance shall be stored according to the EPA Livestock Manure Handling Regulations attached as Exhibit A to this article.

#### **Section 5 – Enforcement**

- a) The Board of County Commissioners shall delegate its authority to declare a property to be a nuisance to one or more Sweetwater County Nuisance Officers. It shall be the duty of a Sweetwater County Nuisance Officer to issue orders on behalf of the Board of County Commissioners declaring properties to be nuisances when it reasonably appears from application of the standards established in Section 2 above that nuisances exist.
- b) Written notice shall be provided with the order declaring the property to be a nuisance. Said written notice shall comply with the requirements of W.S. §18-2-115(b) and shall be filed, served and posted as provided in W.S. §18-2-115(b). Procedure for an owner or occupant to deny the existence of any of the allegations of the nuisance order shall be as

provided in W.S. §18-2-115(c), and court proceedings on the order and answer shall be as provided in W.S. §18-2-115 (c) and (d). Appeals from the judgment or final order of the district court shall be taken as provided in W.S. §18-2-115(e).

- c) W.S. §18-2-101 (a)(viii) provides the following enforcement measures and civil penalties for failure to comply with a final order:

No person shall create, continue or permit nuisances to exist in violation of a final order issued pursuant to W.S. 18-2-115. Any resolution passed by a board of county commissioners pursuant to this paragraph is enforceable, in addition to other remedies provided by law, by injunction, mandamus or abatement.

**Whoever fails to comply with a final order shall be assessed a civil penalty of up to one hundred dollars (\$100.00) per day for each day the violation continues.** No resolution issued pursuant to this paragraph shall regulate any permitted industrial facility or oil and gas or mining operations necessary to the extraction, production or exploration of the mineral resources. Nothing in this paragraph shall be construed to impair or modify any rights afforded to farm or ranch operations pursuant to the Wyoming Right to Farm and Ranch Act. *(Emphasis added.)*

- d) For ease of reference, W.S. § 18-2-115, in its entirety, provides as follows:

#### **18-2-115.Nuisance abatement; procedures.**

(a) A board of county commissioners shall, by resolution, establish standards for determining when a site may be declared a nuisance under W.S. 18-2-101(a)(viii).

(b)A board of county commissioners may issue an order declaring a property to be a nuisance under W.S. 18-2-101(a)(viii) and shall provide written notice to the owner or occupant of the property describing with specificity the nature of the nuisance and the steps required for abatement. The order shall be in writing, shall state the grounds for the order and shall be filed in the office of the clerk of the district court of the county in which the property is situated. A copy of the order shall be served in accordance with the Wyoming Rules of Civil Procedure upon the owner or occupant with a written notice that the order has been filed and shall remain in force, unless the owner or occupant files his objections or answer with the clerk of the district court within twenty (20) days. A copy of the order shall be posted in a conspicuous place upon the property.

(c) Within twenty (20) days of service of an order issued under subsection (b) of this section, the owner or occupant may file with the clerk of the district court and serve upon the board of county commissioners issuing the order, an answer denying the existence of any of the allegations in the order. If no answer is filed and served, the order shall become a final order declaring the site a nuisance and fix a time when the order shall be enforced. If an answer is filed and served,

the court shall hear and determine the issues raised as set forth in subsection (d) of this section.

(d) The court shall hold a hearing within twenty (20) days from the date of the filing of the answer. If the court sustains all or any part of the order, the court shall issue a final order and fix a time within which all or any part of the final order shall be enforced.

(e) An appeal from the judgment or final order of the district court may be taken by any party to the proceeding in accordance with the Wyoming Rules of Appellate Procedure.

Dated this 16<sup>th</sup> day of April, 2013.

Sweetwater County  
Board of County Commissioners

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
Gary Bailiff, Member

\_\_\_\_\_  
John K. Kolb, Member

Attest:

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

## Sally Shoemaker

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**From:** Cindy Sheehan - Planning and Zoning  
**Sent:** Tuesday, April 02, 2013 4:26 PM  
**To:** Dale Davis - County Clerk; Vickie Eastin; Sally Shoemaker; Eric Bingham - Planning and Zoning  
**Subject:** Amended Request for April 16th Agenda - Nuisance Regulations  
**Attachments:** 2012 Language Amendment - Nuisance Regulations - Certification Page.docx; 2012 Language Amendment - Nuisance Regulations - Resolution.docx

Sally,

Attached is an amended request to include a resolution for the Commission to sign as well as the Certification Page for the Chairman to sign. Vickie will have the originals for signature.

Thanks,  
Cindy

*Cindy Sheehan  
Sweetwater County Land Use  
80 West Flaming Gorge Way, Suite 23  
Green River, WY 82935  
307-922-5430 or 872-3914 / Fax: 872-3991*

## Sally Shoemaker

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**From:** Dale Davis - County Clerk  
**Sent:** Friday, March 29, 2013 10:30 AM  
**To:** Cindy Sheehan - Planning and Zoning  
**Cc:** Vickie Eastin; Sally Shoemaker  
**Subject:** Re: April 16th Resolution

13-04-CC-01

Sent from my iPad

On Mar 29, 2013, at 9:56 AM, "Cindy Sheehan - Planning and Zoning" <[sheehanc@sweet.wy.us](mailto:sheehanc@sweet.wy.us)> wrote:

Good morning,

Can I get a CC number for our Nuisance Regulations for the April 16<sup>th</sup> BCC meeting?

Thanks,

Cindy

*Cindy Sheehan*

*Sweetwater County Land Use*

*80 West Flaming Gorge Way, Suite 23*

*Green River, WY 82935*

*307-922-5430 or 872-3914 / Fax: 872-3991*

## Sally Shoemaker

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**From:** Cindy Sheehan - Planning and Zoning  
**Sent:** Friday, March 29, 2013 9:32 AM  
**To:** Dale Davis - County Clerk; Vickie Eastin; Sally Shoemaker; Eric Bingham - Planning and Zoning  
**Subject:** Request for April 16th BCC Agenda  
**Attachments:** BCC Meeting Request April 16 Nuisance Regulations.pdf

Good morning,

Please place the attached request on the April 16<sup>th</sup> Board agenda.

Thank you,  
Cindy

*Cindy Sheehan  
Sweetwater County Land Use  
80 West Flaming Gorge Way, Suite 23  
Green River, WY 82935  
307-922-5430 or 872-3914 / Fax: 872-3991*