

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, December 3, 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: 11-19-13

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Bonds

COMMISSIONER COMMENTS/REPORTS

8:40 Chairman Johnson
8:50 Commissioner West
9:00 Commissioner Kolb
9:10 Commissioner Van Matre
9:20 Commissioner Bailiff

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Outstanding County Warrants to be cancelled
per Wyoming State Statute

9:50 Approval of the Truancy Program Grant
Documents

9:55 WyoLink Membership Agreement

10:05 Application to Renew BLM ROW Grant WYW87170
(Summit Drive Drainage Ditch)

10:10 Request for Proposal Update

10:25 Approval and Signature of Town of Granger, Wyo
Detention Agreement

10:35 FY 2014 USDA, Forest Service Ashley National
Forest Annual Operating and Financial Plan
and Master Agreement Approval

10:45 Board of Health Presentation

OTHER

11:05

EXECUTIVE SESSION(S) AS NEEDED

Legal/Personnel

ADJOURN

November 19, 2013
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Commissioner West moved to approve the agenda. Commissioner Bailiff seconded the motion. The motion carried.

Approval of Minutes 11-5-13

Commissioner West moved to approve the minutes dated 11-5-13. Commissioner Van Matre seconded the motion. The motion carried with Commissioner Kolb abstaining due to his absence during the last meeting.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports and Abates/Rebates

Commissioner Kolb moved to approve acceptance of the bills which includes the county vouchers/warrants, monthly statements and the abates/rebates. Commissioner Van Matre seconded the motion. The motion carried.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		924,174.02
57655	Aflac	Gen Accts	2,249.07
6	Aflac - Group	Gen Accts	3,453.35
7	Axa Equitable	Gen Accts	300.00
8	Bank Of The West	Gen Accts	113,061.82
9	Bank Of The West	Gen Accts	233,549.36
57660	Cigna	Gen Accts, Employee Ben	12,191.02
1	Colonial Life & Accident	Gen Accts	108.20
2	Family Financial Educate	Gen Accts	461.00
3	Great-West Life & Annuity	Gen Accts	15,231.66
4	Sweetwater County Section	Gen Accts	7,950.11
5	Sweetwater Federal	Gen Accts	4,380.00
6	United Way	Gen Accts	10.00
7	Valic	Gen Accts	4,717.00
8	Waddell & Reed Inc	Gen Accts	3,513.33
9	Wyoming Dept Of Workforce	Gen Accts, Clk	15,111.02
57670	Wyoming Retirement System	Gen Accts	188,909.96
1	Wyoming Retirement System	Shrf	1,652.40
57672	058-Ncpers Group Life Ins	Gen Accts	1,632.00
57675	Bank Of The West	Gen Accts	6,307.87
57676	Bridger Valley Electric Assn	Fire Marshal, Farson R & B	167.55
7	Capital Business Systems	Treas, Clk	128.53
8	Centurylink	Commiss, Clk, Treas, Shrf, Grants Proj, GR Cir Court, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Vet Services	560.27
9	Centurylink	Assess, Co Atrny, Juv Prob, Road & Bridg, Purchasing, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	1,098.79
57680	Centurylink	Elect	193.42
1	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	1,601.89
2	City Of Green River	GR Fcl Mt CH	410.76
3	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, RS 333 Bdwy	4,181.48
4	Rocky Mtn Power	RS Rd & Brdg, Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	7,798.99
5	Sweetwater Television Co	Shrf Dtn Mnt, Shrf	112.64
6	Union Telephone Company Inc	Elect	43.45
7	USPS - Hasler	Gen Co Admin	6,000.00
8	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
9	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, RS Mnt/C Pur, Shrf Dtn Mnt	1,196.33
57690	Capital Business Systems	Co Atrny	166.08
1	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, GR Fcl Mt CH,	

		Land Use, Flt Veh Main, RS Off Bld A, Fire Marshal	1,148.26
2	Centurylink	Shrf, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom	2,752.83
3	Directv	Shrf Emg Mgt	12.60
4	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	5,039.40
5	Rocky Mtn Power	GR Fcl Mt CH, RS Veh Maint	848.25
6	Sweetwater Television Co	Shrf Emg Mgt	49.45
7	Verizon Wireless	Shrf Emg Mgt	227.88
8	Wex Bank	Shrf	20,778.52
9	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt	102.14
57700	Wyoming Waste Services -	RS Rd & Brdg	155.60
57704	Bank of the West	Gen Accts	2,075.76
5	Ace Hardware	Shrf Dtn Mnt, GR Fcl Mt CH	428.27
6	Ace Hardware #11263-C	GR Fcl Mt CH	271.27
7	Ace Hardware #11263-C	GR Fcl Mt CH	214.74
8	Advanced Medical Imaging	Shrf Dtn Mnt, Coroner	238.00
9	Allen, Cheryl	Vet Services	397.74
57710	Alpine Pure Bottled Water	Vet Services	19.00
1	Auto Parts Unlimited	Flt Veh Main	417.61
2	Autospa Inc	GR Fcl Mt CH	14.15
3	Barracuda Networks	IT Dept	2,448.00
4	Battery Systems	GR Fcl Mt CH, Flt Veh Main	348.10
5	Bennett Paint & Glass	GR Fcl Mt CH	13.50
6	Bookcliff Sales Inc	Road & Bridg	57.00
7	Buckboard Marina	Shrf	485.03
8	Capital Business Systems	Land Use	7,452.45
9	Cardiac Science Corporati	Shrf	2,310.00
57720	Carquest Auto Parts	Flt Veh Main	668.58
1	Carrier Corporation	Shrf Dtn Mnt	6,907.33
2	Castle Rock Hospital Dist	Human Svcs	12,500.00
3	City Of Rock Springs	Animal Cntrl	2,477.16
4	Codale Electric Supply Inc	GR Fcl Mt CH	28.77
5	Copier & Supply Co Inc	Clk Dist Crt, Assess, Clk, Shrf, Purchasing, Vet Services, Commiss, Co Atrny	623.83
6	Copier & Supply Co Inc	Clk Dist Crt, Land Use, Shrf Dtn Mnt	785.40
7	Crisler, Tracy	Clk Dist Crt	45.30
8	Cummins Rocky Mountain LLC	GR Fcl Mt CH	1,232.58
9	David E Arnold Law Office	Commiss	290.00
57730	Delta Dental	Intr Gv Pool	25,813.60
1	Desert View Animal Hospital	Shrf	174.26
2	Eastin, Vickie	Clk	33.92
3	Electrical Connections Inc	GR Fcl Mt CH, Shrf Dtn Mnt	3,559.83
4	F B McFadden Wholesale Co	Shrf Dtn Mnt	8,575.48
5	Fedex	Human Resour	56.62
6	Felderman, Kimmie	UNKNOWN DEPT	3.96
7	Fremont Motor Rock Spring	Flt Veh Main	52.26
8	Golden Hour Senior Citizens	Senior Cntrs	20,108.01
9	Govconnection Inc	IT Dept, Assess	13,342.00
57740	Grainger	Shrf Dtn Mnt, GR Fcl Mt CH	163.12
1	Hamm-Hills, Laura J	Clk Dist Crt	861.25
2	HCC Life Insurance Company	Intr Gv Pool	23,461.24
3	Hi-Tech Auto Body	Risk Mngmt	3,446.79
4	High Country Behavioral	Vet Services	1,000.00
5	High Security Lock & Alarm	Shrf	605.00
6	Holiday Inn Convention Center	Fire Marshal	249.00
7	Homax Oil Sales Inc	Flt Veh Main, Shrf	567.78
8	Horizon Laboratory LLC	Coroner	1,319.25
9	IAAO	Assess	175.00
57750	IBS Incorporated	Flt Veh Main	700.91
1	Identisys Inc	Shrf Dtn Mnt	146.06
2	Industrial Solutions Inc	GR Fcl Mt CH	717.00
3	Infogroup	Assess, Clk Dist Crt, Coroner, Shrf Emg Mgt, Shrf	2,103.92
4	Jenny Service Co	Shrf Dtn Mnt	2,052.64
5	Jme Fire Protection	GR Fcl Mt CH	2,287.53
6	Johnson, Wally J	Commiss	230.52
7	Lincare Inc	Shrf Dtn Mnt	416.00
8	Little America - Cheyenne	Commiss	322.40
9	Macy's Truck Repair Inc	Flt Veh Main	19.12
57760	Manpower	GR Fcl Mt CH	4,549.96
1	Matthew Bender & Co Inc	Vet Services, Co Atrny, Shrf Dtn Mnt	395.76
2	McCurdy, Christopher	Clk Dist Crt	45.30
3	Meadow Gold Dairy	Shrf Dtn Mnt	1,921.27
4	Model Service Inc	GR Fcl Mt CH	327.00

5	Morcon Specialty Inc	Flt Veh Main	26.16
6	Mountainland Supply Co	GR Fcl Mt CH	749.27
7	Nicholas & Company	Shrf Dtn Mnt	2,499.01
8	Nutech Specialties Inc	Shrf Dtn Mnt, Flt Veh Main	497.07
9	Office Outlet	Vet Services	36.76
57770	Pablo & Picasso Painting	GR Fcl Mt CH	3,106.82
1	Pacific Steel & Recycling	GR Fcl Mt CH	509.50
2	Peak Vision Eye Surgery	Shrf Dtn Mnt	440.00
3	Pegasus Emergency Group W	Shrf Dtn Mnt	687.00
4	Plainsman Printing & Supply	Clk Dist Crt	134.00
5	Plan One/Architects	Capital Proj	10,129.11
6	PM Autoglass Inc	Flt Veh Main	380.00
7	Public Agency Training Co	Shrf	1,050.00
8	Public Defender	Public Defnd	2,500.00
9	Quill Corporation	Clk, Clk Dist Crt, Vet Services, Shrf Dtn Mnt, Co Atrny, Coop Ext/4H	1,969.33
57780	R & D Sweeping & Asphalt	Capital Proj	83,933.42
1	R S Refrigeration Supply	GR Fcl Mt CH	11.99
2	Real Kleen Inc	Shrf Dtn Mnt	192.55
3	Rock Springs IV Center	Shrf Dtn Mnt	92.19
4	Rock Springs Newspapers Inc	Vet Services, Co Atrny	193.36
5	Rock Springs Newspapers Inc	Gen Co Admin, Human Resour	2,924.71
6	Rock Springs Newspapers Inc	Land Use	228.23
7	Rock Springs Newspapers Inc	Shrf	176.96
8	Rock Springs Resident Cou	Shrf Dtn Mnt	50.00
9	Rock Springs Sweetwater	RS SWC Airpt	180,992.00
57790	Salcedo, Cassandra	Co Atrny	50.00
1	Shadow Mountain Water	Vet Services	13.50
2	Sherman, Stacey	Vet Services	426.53
3	Shopko Stores Operating	Shrf	65.68
4	Smyth Printing Inc	Clk	82.00
5	Staples Advantage - Dept	Land Use, Treas	69.39
6	Star Valley Independent	Vet Services	87.00
7	Sterling Communications	Shrf	800.00
8	Swank Motion Pictures Inc	Shrf Dtn Mnt	456.50
9	Sweetwater County	Grants Proj	5,420.49
57800	Sweetwater County Health	Comm Nur-Hom	105,625.83
1	Sweetwater Plumbing & Heat	GR Fcl Mt CH	88.60
2	Sweetwater Trophies	Purchasing, Clk Dist Crt, Clk, Shrf Dtn Mnt, GR Fcl Mt CH	159.01
3	Swisher Hygiene Franchise	Shrf Dtn Mnt	2,782.06
4	Tasc Client Services	Intr Gv Pool	353.50
5	The Radio Network	Shrf	360.00
6	The Tire Den Inc	Flt Veh Main	2,114.64
7	The Ups Store - #3042	Shrf, Animal Cntrl	34.45
8	TLO LLC	Shrf	110.25
9	Tubbs MD LLC, Kennon C	Shrf Dtn Mnt	4,200.00
57810	Two Seasons LLC	Shrf Dtn Mnt	18,210.00
1	Tyler Technologies Inc	Capital Proj	12,017.84
2	U S Foods Inc	Shrf Dtn Mnt	5,652.10
3	UMR Inc	Intr Gv Pool	10,991.04
4	Union Pacific Railroad Co	Comm Dev&Eng	2,000.00
5	United Site Services Of N	Wamsuttr R&B	192.00
6	Van Matre, Don	Commiss	369.51
7	Vehicle Lighting Solution	Flt Veh Main	286.98
8	Vision Service Plan	Employee Ben, Human Svcs, Intr Gv Pool	4,822.79
9	Western Wyoming Family PI	Human Svcs	2,866.20
57820	Whisler Chevrolet Company	Flt Veh Main	611.34
1	Wyoming Law Enforcement	Shrf Dtn Mnt, Shrf	2,100.00
2	Wyoming Machinery Company	Road & Bridg	25,500.00
57823	Young At Heart Senior Cit	Senior Cntrs	39,829.28
		GRAND TOTAL	2,298,673.32

The following unlisted warrants are payroll warrants that will approved at the next BOCC meeting: 57673, 57674, 57701-57703

TAXPAYER	VALUATION	TAXPAYER	VALUATION
ANADARKO E&P CO LLP	-21,045	BP AMERICA PROD CO	-1,363
WEXPRO CO	-11,407	MONCRIEF W A	-34,777
WEXPRO CO	-15,764	NEXTMEDIA OUTDOOR-NORTHERN COO	-837
EXXON MOBIL CORP	-12,886	NEXTMEDIA OUTDOOR-NORTHERN COO	-2,215

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported that he met with VSO Director Larry Levitt, Juvenile Probation Director Karin Kelly, IT Director Tim Knight and Grants Manager Krisena Marchal. Commissioner Van Matre further reported that he attended the museum board meeting and noted that they are having a high tea event. Commissioner Van Matre explained that, due to the Golden Hour Senior Center holding their

board meeting on the same date as the commissioner meeting, he will meet with the director independently. Commissioner Van Matre reported that he attended the Green River Landfill meeting relative to their future plans and attended, along with Commissioner Bailiff, the Veteran's Day Celebration.

Chairman Johnson

Chairman Johnson reported that he attended the CLG meeting and a federal agency meeting and noted that Fish and Wildlife is moving to allow all forms of hunting on Cokeville Meadows. Chairman Johnson, along with Deputy County Attorney Cliff Boevers and Public Land Specialist Mark Kot, met with Anadarko representatives relative to the drop structure on Bitter Creek. Chairman Johnson noted that, with the upcoming holiday, the deadline date for the December 3rd meeting will be amended from Wednesday, November 27th to Tuesday, November 26th to allow staff adequate time to prepare the agenda and board packets. Chairman Johnson explained that the clerk's office requested a special meeting on the last day of December to approve vouchers/warrants before launching the new software. Lastly, Chairman Johnson explained that he circulated the Local Government Liability Pool Official Ballot and queried commission preference on the nominees. The commission concurred to nominate James Hudelson for the County Commissioner position and concurred to allow Chairman Johnson to select the at large nominee.

Commissioner West

Commissioner West reported that he attended the Sweetwater County Memorial Hospital Board meeting as well as an oil shale presentation with Chairman Johnson. Lastly, Commissioner West reported that, with the recent passing of Glen Sugano, he has been obtaining documents that Mr. Sugano had for the Specific Purpose Tax Joint Powers Board.

Commissioner Bailiff

Commissioner Bailiff reported that he attended the Veteran's Day event along with Commissioner Van Matre and attended the STAR Transit board meeting. Commissioner Bailiff further reported that he attended the LEPC meeting and discussed the Burbot Bash and the Little America pipeline corridor. Commissioner Bailiff also reported that he attended the Tripartite Board meeting and attended, along with Commissioner Kolb, the open house workshop relative to the Green River Airport and attended the library board meeting. Lastly, Commissioner Bailiff addressed citizens' concerns relative to Castle Rock Hospital District. The commission clarified that Castle Rock Hospital District administrative staff presented what their predicament was and discussed potential solutions which included privatizing, increasing the mill levy and/or requesting short term funding from the county. The commission further clarified that Castle Rock Hospital District has their own taxing district and that they are an autonomous board elected by constituents and independent of the Sweetwater County Board of County Commissioners.

Commissioner Kolb

Commissioner Kolb commented that he traveled from the west coast to the east coast and observed surrounding states having regional haze and questioned why Wyoming is subject to regional haze when Washington's own back yard is the worst he had seen. Commissioner Kolb reported that he attended meetings for Planning & Zoning, the Airport Board and attended, along with Commissioner Bailiff, the open house workshop relative to the Green River Airport. Lastly, Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham and Grants Manager Krisena Marchal.

Commissioner West announced that the contract for the Health and Human Service building has been advertised.

County Resident Concerns

Chairman Johnson opened county resident concerns. Commissioner Bailiff requested to take a break, due to being ahead of schedule, to allow residents the opportunity to be heard at the scheduled time. Chairman Johnson called for a break. After the break, Chairman Johnson re-opened county resident concerns. Hearing no comments, the hearing was closed.

Action/Presentation Items

Collection Agency Discussion

County Treasurer Robb Slaughter discussed the proposal process for a collection agency to assist with collecting delinquent taxes. After reviewing proposals, Mr. Slaughter requested authorization to proceed with the contract from Rocky Mountain Service Bureau. Following discussion, Chairman Johnson entertained a motion to support Mr. Slaughter in his request relative to a local collection agency. *Commissioner Kolb so moved. Commissioner West seconded the motion.* The motion carried.

Request to Re-staff two Vacancies in the Detention Center

Sheriff Haskell requested authorization to re-staff two vacancies in the detention center. Following discussion, Chairman Johnson entertained a motion to approve the request as presented by the Sheriff. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Deletion of Civilian Position and Replace with Sworn Peace Officer

Sheriff Haskell requested authorization to promote an investigative assistant to patrol deputy. Following discussion, Chairman Johnson entertained a motion to grant the request of the deletion of a civilian position and replace with a sworn peace officer as requested by Sheriff Haskell. *Commissioner Van Matre moved for the approval of the deletion of a civilian position and replace with a sworn peace officer. Commissioner Bailiff seconded the motion.* The motion carried.

Request to Replace Vacant Position in Juvenile Probation

Juvenile Probation Director Karin Kelly requested authorization to replace a vacant juvenile probation agent. Following discussion, Chairman Johnson entertained a motion to approve the request to replace the vacant position in juvenile probation. *Commissioner West so moved. Commissioner Bailiff seconded the motion.* The motion carried.

Request to Re-Staff Vacancy in Facilities

Facilities Manager Chuck Radosevich requested authorization to re-staff a full time custodian position. Following discussion, *Commissioner Kolb moved to approve the re-staffing of the position. Commissioner Bailiff seconded the motion.* The motion carried.

Rock Springs Office Building Window Replacement Proposal Award

Purchasing Manager Marty Dernovich and Facilities Manager Chuck Radosevich presented the bid awards to replace windows in the Rock Springs office building and recommended to award the project to the Window and Door Store. Facilities maintenance staff member Ricky Rocky was also present to discuss the window specs. Following discussion, *Commissioner West moved to approve awarding the contract to the Window and Door Store, for Phase I and Phase II, for the non-operable vinyl windows in the amount of \$29,321.00 and authorize the Chairman to sign if necessary. Commissioner Van Matre seconded the motion.* The motion carried.

Commissioner West discussed the options of carpet for the commissioner conference room as well as Grant Manager Krisena Marchal's office. The commission concurred to allow Ms. Marchal to choose the carpet and wall color and also concurred that Augustus was the carpet color of choice.

Commissioner Kolb requested to discuss the grant approval award for the courthouse facilities upgrade. The commission concurred to have Facilities Manager Chuck Radosevich compile, along with the consultation of the judges, a priority list to bring before the commission for final approval.

Application to Renew BLM Right of Way Grant WYW87149 County Road 4-37 (Peru Cut-Off Road)

Public Works Director John Radosevich presented and requested a motion to approve the application to renew the existing BLM Right of Way Grant WYW87149-County Road 4-37 (Peru Cut-Off Road). *Commissioner West moved to approve. Commissioner Kolb seconded the motion.* The motion carried.

Approval of the FFY 2014 CSBG Grant Contract and Subgrantee Contracts

Grants Manager Krisena Marchal presented the FFY 2014 CSBG contract between the Wyoming Department of Health and Sweetwater County as well as the FFY 2014 CSBG sub grantee contracts between Sweetwater County and Rock Springs Young at Heart, YWCA of Sweetwater County, School District #1/Headstart, and SW Wrap. Following discussion, *Commissioner West moved to approve, and authorize the Chairman to sign, the FFY 2014 CSBG contract between the Wyoming Department of Health and Sweetwater County. Commissioner Van Matre seconded the motion.* The motion carried.

Commissioner West moved to approve, and authorize the Chairman to sign, the FFY 2014 CSBG Subgrantee Contracts between Sweetwater County and Rock Springs Young at Heart, YWCA of Sweetwater County, School District #1/Headstart, and SW Wrap. Commissioner Van Matre seconded the motion. The motion carried.

University of Wyoming Extension, Sweetwater County Update

University of Wyoming Extension Office Representative Bridger Fuez announced that Josefina Ibarra will be the new County Director Coordinator. Mr. Fuez invited the commission to be a part of the 4-H position interview process. The commission concurred that, since Commissioner Kolb is the liaison to the Events Complex, he would represent the commission during the interview process. Ms. Ibarra updated the commission for FY 2013 and upcoming events for FY 2014.

Break

Chairman Johnson called for a ten minute break.

Clearview Improvement & Service District Update (CISD)

CISD Representative Lee Splett updated the commission on the district and requested financial assistance via a line of credit or loan financing to carry the district through their financial difficulties. CISD District Clerk Margaret Jones, CISD President Jackie Stewart and Ann Splett were also present. Mr. Splett explained that the district has increased operating and maintenance fees and instituted a pipeline factor to make up the difference between what the district has to pay the Joint Powers Board for water and what they can bill the customers based on the meter. Mr. Splett reported that they have revised how they bill for sewer and have instituted a debt service fee to repay any indebtedness. Mr. Splett explained that, to be compliant with State Statute, they charge the customer for what the district is actually billed at cost and any additional operations come out of operational and maintenance fees. Mr. Splett explained that the prior administration charged 3 cents per cubic foot of water while paying less than 1.15 cent per cubic foot of water which created a "slush fund" of \$70,000 annually. Mr. Splett explained that the overage was not accountable and, therefore; the current board created the debt service fee and charges customers the actual cost of water that the district is charged. Following discussion relative to the elected board, tax base, operating account, fees/billing, bonding, and the legality of the county loaning the district money, the commission requested that Deputy County Attorney Cliff Boevers research and give advice to the commission.

Request to Discuss County Assistance and Development to the Waterline West of Jamestown

Sunrise Engineering Representative Robert Hood presented the Green River West Water Supply Project Financial Analysis for the Jamestown-Rio Vista Water & Sewer District and, on behalf of Rio Vista Water & Sewer board, and requested \$45,000 to pay for the engineering fees. Also present was Rio Vista Board Member Rafe Lamb. Following discussion, the commission explained that, during the budget process, they set aside \$40,000 to assist with sewer districts and the remaining balance is \$15,000. The commission recommended that Mr. Hood extend the conversation to the Jamestown-Rio Vista Water & Sewer Board members.

Lunch

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

Planning & Zoning- Public Hearing

Weatherford International, LLC Conditional Use Permit Storage of Explosives

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 13-11-ZO-01. Weatherford Representatives Matthew Aemisegger and Michelle Barlow were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 13-11-ZO-01. Commissioner West seconded the motion.* The motion carried.

**RESOLUTION 13-11-ZO-01
WEATHERFORD INTERNATIONAL, LLC
CONDITIONAL USE PERMIT
STORAGE OF EXPLOSIVES**

WHEREAS, Weatherford International, LLC has requested a Conditional Use Permit for the Storage of not more than 50 lbs. of Explosives in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is to be located on approximately 2.32 acres of land owned by Big Black Dog, LLC and described as:

Lots 1 and 2 of the Foothills Subdivision, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 19, 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 applicant must follow all federal, state and local regulations.
2. The applicant must submit to an IFC inspection.
3. The Conditional Use is valid for a period of 5 years from the date of Board approval.

Dated this 19th day of November, 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

Reid O. West, Member

Weatherford International, LLC Conditional Use Permit Storage of Radioactive Materials

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 13-11-ZO-02. Weatherford Representatives Matthew Aemisegger and Michelle Barlow were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner West moved to approve Resolution 13-11-ZO-02. Commissioner Van Matre seconded the motion.* The motion carried.

**RESOLUTION 13-11-ZO-02
WEATHERFORD INTERNATIONAL, LLC**

**CONDITIONAL USE PERMIT
STORAGE OF RADIOACTIVE MATERIALS**

WHEREAS, Weatherford International, LLC has requested a Conditional Use Permit for the Storage of Radioactive Materials in accordance with Section 6 of the Sweetwater County Zoning Resolution. This application is to be located on approximately 2.32 acres of land owned by Big Black Dog, LLC and described as:

Lots 1 and 2 of the Foothills Subdivision, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 19, 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 condition:

1. The Conditional Use is approved for a period of 5 years from the date of Board approval.

Dated this 19th day of November, 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

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

BP America Production Company Final Plat Great Divide Subdivision

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 13-11-ZO-03. Attorney Margo Sabec, BP America Land Negotiator Randy Phipps, DR Griffin Engineer and Survey Manager Michael Lock, and Rocky Mountain Pipeline Operations Supervisor Drew Engstrom were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. *Commissioner Kolb moved to approve Resolution 13-11-ZO-03. Commissioner Bailiff seconded the motion.* The motion carried.

**RESOLUTION 13-11-ZO-03
BP AMERICA PRODUCTION COMPANY AND
ROCKY MOUNTAIN PIPELINE SYSTEM, LLC
FINAL PLAT APPROVAL
GREAT DIVIDE SUBDIVISION**

WHEREAS, BP America Production Company and Rocky Mountain Pipeline System, LLC have requested Final Plat approval for the Great Divide Subdivision in accordance with Section 5.d of the Sweetwater County Subdivision Regulations. The Great Divide Subdivision is located on approximately 44.05 acres of land owned by BP America Production Company and Rocky Mountain Pipeline System, LLC and described as follows:

THE FOREGOING PLAT DESIGNATED GREAT DIVIDE SUBDIVISION IS LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, 6th PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT AND THE POINT OF BEGINNING; THENCE NORTH 89°22'51" EAST, 45.44 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;

THENCE SOUTH 24°12'36" EAST, 611.61 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE SOUTH 24°12'30" EAST, 538.05 FEET TO A 3 1/4" DRG ALUMINUM

CAP MONUMENT; THENCE SOUTH 70°04'18" WEST, 1,360.10 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT;
THENCE NORTH 00°22'50" WEST, 544.17 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE SOUTH 89°35'29" WEST, 546.01 FEET TO A 3 1/4" DRG ALUMINUM CAP MONUMENT; THENCE NORTH 00°39'17" WEST, 956.49 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 27, BEING A 3 1/4" DRG ALUMINUM CAP MONUMENT;
THENCE NORTH 89°21'09" EAST, 1,322.41 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID SECTION 27 TO THE POINT OF BEGINNING.

SAID GREAT DIVIDE SUBDIVISION CONTAINS AN AREA OF 44.05 ACRES, MORE OR LESS. BASIS OF BEARING IS NORTH 89°21'09" EAST ALONG THE NORTHERLY BOUNDARY OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY WYOMING, FROM THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 NORTH, RANGE 94 WEST, SIXTH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING A BRASS CAP AND IRON PIPE MONUMENT, TO THE QUARTER SECTION CORNER COMMON TO SAID SECTIONS 22 AND 27, BEING A BRASS CAP AND IRON PIPE MONUMENT.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on November 19, 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 condition:

1. The drainage ditch and calculations are acceptable to the Sweetwater County Engineer.

Dated this 19th day of November, 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

Reid O. West, Member

Action/Presentation Items (Cont.)

Request to Discuss Prior Review of Claims for Storing a Court Ordered Vehicle

Performance Auto Sales owner Bill Valdez addressed the commission relative to storing a court ordered vehicle. The commission sympathized with Mr. Valdez but explained that the county has no responsibility for the storage fees.

Presentation of Criminal Justice System Improvement Award

Wyoming Attorney General's Office, Division of Victim Services Director Cara Boyle Chambers and Regional Program Manager Traci Hodgins presented the Criminal Justice System Improvement Award to the commissioners for their support of, and involvement in, the development of the Sweetwater County Family Justice Center.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. *Commissioner West so moved. Commissioner Kolb seconded the motion.* The motion carried. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that no action was required.

Adjourn

Chairman Johnson noted that a Sweetwater County Fire Department workshop will be held immediately following the regularly scheduled meeting. 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, with technical difficulties, 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

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #S
EAL	11/18/2013	2,075.76	57704
EAL	11/22/2013	37,308.16	57824-57848
EAL	11/29/2013	20,560.36	
EAL	12/3/2013	365,148.13	
EAL			
	Payroll Net	16,694.36	Payroll Checks : 57673-74, 57701-03
	TOTAL AMOUNT	\$441,786.77	

Vouchers in the above amount are hereby approved and ordered paid this date of 12/03/2013

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
12-3-13

Vivian Shedden Town of Granger, Clerk/Treasurer \$15,000.00

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. 53919818

That we Vivian Sheddin

of Granger, 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 Town of Granger, the State of Wyoming, in the penal

sum of Fifteen Thousand and 00/100 DOLLARS (\$ 15,000.00), 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 14th day of August, 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 Town of Granger

and State aforesaid for the term beginning November 17, 2013, and ending
November 17, 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.



Vivian Sheddin
Principal

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

Sally Shoemaker

From: Sally Shoemaker
Sent: Friday, November 15, 2013 9:50 AM
To: Sue Sanchez - Treasurers
Subject: RE: Meeting Request

Tracking:	Recipient	Read
	Sue Sanchez - Treasurers	Read: 11/15/2013 9:57 AM

Good morning, Sue.

Thank you for submitting the meeting request form. However, any items to be placed in the commissioners packet will need to be submitted no later than noon on Tuesday, November 26th as they will be picking up their packets on Wed.

Thank you,

Sally

-----Original Message-----

From: Sue Sanchez - Treasurers
Sent: Thursday, November 14, 2013 5:03 PM
To: Sally Shoemaker
Subject: Meeting Request

Please let me know if you need any additional information. The handouts I will give to you on Monday December 2.
Thanks
Sue

* Per Sue,

She will not be able to run report until 12-1-13.
She will provide copies for each of you on 12-2-13

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND SWEETWATER COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Family Services (Agency), whose address is 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002 and Sweetwater County (Contractor), whose address is 80 West Flaming Gorge Way, Green River, WY 82935.

2. **Purposes of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor which was duly executed on July 20, 2012 and which became effective on July 20, 2012. The purposes of this Amendment are to increase the amount of the Original Contract from Seventeen Thousand Three Hundred Eighty-Seven Dollars (\$17,387.00) to Twenty-Seven Thousand Nine Hundred Twelve Dollars (\$27,912.00), to increase the amount of the Contractor's required cash match from One Thousand Nine Hundred Thirty-Two Dollars (\$1,932.00) to Three Thousand One Hundred One Dollars (\$3,101.00), to extend the term of the Contract through December 31, 2014, and to require the Contractor to provide the Sweetwater County Truancy Program per Attachment A1 to this Amendment, which is attached and incorporated herein by reference.

The Original Contract, dated July 20, 2012, required the Agency to provide funds under the 2011 Juvenile Accountability Block Grant (JABG) to the Contractor for the Sweetwater County Truancy Program per Attachment A to the Original Contract. The Sweetwater County Truancy Program was to be provided for a total Contract amount of Seventeen Thousand Three Hundred Eighty-Seven Dollars (\$17,387.00) with an expiration date of December 31, 2013.

3. **Term of the Amendment.** The term of this Amendment is effective when all parties have executed it and all required approvals have been granted, and shall remain in full force and effect through December 31, 2014, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

4. **Amendments**
 - A. The second sentence of Section 3 of the Original Contract is hereby amended to read as follows: The term of this Contract is from July 20, 2012 through December 31, 2014.

 - B. The second and third sentences of Section 4 of the Original Contract are hereby amended to read as follows: The total payment under this Contract shall not exceed Twenty-Seven Thousand Nine Hundred Twelve Dollars (\$27,912.00). This amount requires a cash match of Three Thousand One Hundred One Dollars (\$3,101.00) by the Contractor.

 - C. The first sentence of Section 2 of the Original Contract is hereby amended to read as follows: Per Attachments A to the Original Contract, and A1 to Amendment One to

the Contract, which are attached and incorporated herein by reference, the Contractor shall provide, under the Federal Fiscal Year 2011 and 2012 Juvenile Accountability Block Grant (JABG), the Sweetwater County Truancy Program.

- D. Section 5, Subsection A, is hereby amended to read as follows: Comply with requirements outlined in Attachments A to the Original Contract and A1 to Amendment One to the Contract.

5. **Additional Responsibilities of the Agency**

Responsibilities of the Agency have not changed.

6. **Additional Responsibilities of the Contractor**

- A. Contractor shall additionally provide those services identified in Attachment A1.

7. **Special Provisions**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions**

- A. **Entirety of Contract.** The Original Contract, consisting of ten (10) pages; Attachment A, consisting of forty-eight (48) pages; Amendment One to the Contract, consisting of three (3) pages; and Attachment A1 to Amendment One to the Contract, consisting of forty-eight (48) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Amendment is the date of the signature last affixed to this page.

AGENCY

Wyoming Department of Family Services

Steve Corsi, Director

Date

Debra Dugan-Doty, Administrator, Social Services Division

Date

CONTRACTOR

Sweetwater County

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #104868

Marion Yoder, Senior Assistant Attorney General

Sept. 6, 2013

Date

CB
11/25/13

AMENDMENT ONE 2011 JUVENILE ACCOUNTABILITY BLOCK GRANT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SWEETWATER COUNTY SCHOOL DISTRICT NO. 1
AND
SWEETWATER COUNTY**

WHEREAS, Sweetwater County, Rock Springs and Green River have received funding through the "Amendment One 2011 Juvenile Accountability Block Grant," (hereafter JABG), which can be applied to partially fund the Truancy Program; and

WHEREAS, a goal of the Truancy Program is to increase juvenile accountability by reducing the truancy rate in Sweetwater County; and

WHEREAS, the present JABG funding amount is reduced from prior awards to the degree that the Truancy Program must rely on other sources of funding; and

WHEREAS, Green River and Rock Springs have waived their respective rights to their allocations from the JABG in favor of the Truancy Program proposed by Sweetwater County; and

WHEREAS, Sweetwater County has committed its allocation under JABG to the Truancy Program. Moreover, Rock Springs and Green River will pay a cash match to assist in funding the Truancy Program; and

WHEREAS, School District No. 1 has been asked to contribute a cash contribution to assist in funding the Truancy Program;

NOW THEREFORE, School District No. 1 and Sweetwater County agree to the following terms:

1. Sweetwater County, through the Sweetwater County Department of Juvenile Probation, shall provide services pursuant to the Truancy Program to School District No. 1, as described in the Amendment One 2011 JABG Grant Application, which by this reference, is incorporated herein.
2. School District No. 1 agrees to pay a total of \$4,036.00 to Sweetwater County in the form of a "cash contribution" to be used for the benefit of the Truancy Program.
3. This Memorandum of Understanding shall become effective beginning on the date the last party executes this Memorandum of Understanding, through December 31, 2014.

Made and Approved by the Sweetwater County Commissioners on this 3rd day of December, 2013.

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

BY:

Wally J. Johnson, Chairman

Gary Balliff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Stephen Dale Davis, County Clerk

COUNTY ATTORNEY'S OFFICE APPROVAL:

Cliff Boevers

Cliff Boevers, Deputy County Attorney

SWEETWATER COUNTY SCHOOL DISTRICT No. 1

Mathew Neal, Superintendent

Date



Matthew H. Mead
Governor

Mark Harshman
Chairman

State of Wyoming

Public Safety Communications Commission

Memorandum

To: WyoLink Applicant
From: Bob Symons, Administrative Support *B/S*
Date: November 12, 2013
Re: WyoLink Membership Agreement

=====
Included with this memo is your copy of the WyoLink Membership Agreement that has been signed by Mark Harshman, PSCC Chairman and approved by the Wyoming Attorney General's Office. Also included is Attachment A which needs to be completed and returned.

There are two (2) signature pages included with the Agreement. Please have both copies signed and return one of the signature pages back to me along with Attachment A. The PSCC requests the completed signature page be returned within 30 days.

If you have any questions or comments, please feel free to contact me at 307-777-5065 or bob.symons@wyo.gov.

Thank you

Bob Symons
Wyoming PSCC
Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, WY 82002

**WyoLink Membership Agreement
Attachment A – Relationship Manager**

Organization Name:

Relationship Manager:

Physical Address:

Mailing Address:

City:

Zip Code:

Business Phone:

Fax:

E-Mail:

**Wyoming Public Safety Communications Commission
Robert Symons, Administrative Support
5500 Bishop Boulevard
Cheyenne, WY 82002
307-777-5065
bob.symons@wyo.gov**

**WyoLink
Martin McCoy, WyoLink Support Manager
5300 Bishop Boulevard
Cheyenne, WY 82009
307-777-4440
Martin.McCoy@wyo.gov**



Matthew H. Mead
Governor

State of Wyoming

Mark Harshman
Chairman

Public Safety Communications Commission

WYOLINK MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between Sweetwater County Fire Department (the "Member"), whose address is 430 Blair Avenue, WY 82901 and the State of Wyoming, by the Wyoming Public Safety Communications Commission (WYPSCC and/or WyoLink), whose address is, Wyoming Public Safety Communications Commission, 5500 Bishop Boulevard, Cheyenne, WY 82002.

I. PURPOSE

WyoLink is a multi-site dedicated public safety wireless communications system providing, among other things, 94% all-weather mobile radio coverage to its Members. Member benefits and services include, but are not limited to, a VHF digital FM signal, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, 99% microwave system reliability, encryption availability, emergency alert availability, system security, radio interoperability, 24-hour a day system management, and Member radio use training.

II. WYOLINK COMMUNICATIONS SERVICES

A. Talkgroups - Talkgroups are assigned to Member agencies on an as needed basis. All agencies requesting talkgroups complete an Authorization for New Talkgroup or System Access showing the justification for the desired talkgroups and mail/deliver the original to WYPSCC.

B. System Management -- WYDOT is responsible for the selection of WyoLink personnel, operation, upgrades and enhancements, management, maintenance of WyoLink, and the services provided under this Membership Agreement.

C. Training -- A Member's employees and other personnel will receive formal WyoLink radio user training and if requested by the Member, "train the trainer" training as part of WyoLink ongoing operation responsibilities. Requests for training will be scheduled on a first come first serve basis, except for emergency requests, which will be processed on a priority basis. All training is scheduled through WYPSCC Administrative Support, with classes being conducted by WyoLink approved instructors.

D. WyoLink Support Center (WSC) - The WyoLink Support is available 24 hours 365 days per year.

E. Emergency Alarm Availability – If the Member possesses a 24-hour dispatch center capable of receiving control data associated with all its talkgroups and the Member can verify to WyoLink that it has the capacity to monitor and supervise the Emergency Alert, this feature is available to the Member. Neither the WSC nor Wyoming Highway Patrol Dispatch Centers will serve as back-up for monitoring Emergency Alerts if the Member chooses this feature.

F. WyoLink Electronic and Infrastructure Maintenance - WyoLink provides complete monitoring, inspection, and maintenance programs for all WyoLink tower sites and system infrastructure.

G. WyoLink System Redundancy and Security - WyoLink provides a high system redundancy called fault tolerance. With fault tolerance, a single point failure will generally not result in negative system wide performance. In the case of a catastrophic event, the rest of the system will continue to function in a conventional radio communication manner.

H. WyoLink Disaster Recovery Plan – WyoLink maintains a Disaster Recovery Plan to cover WyoLink communications services. “Disaster” means any unplanned interruption of operations, which materially affects the ability of WyoLink to provide communication services to a Member. The Disaster Recovery Plan also contains a protocol for determination or declaration of a Disaster and an escalation procedure for dealing with a Disaster, if one is declared.

I. WyoLink Performance Standards and Monitoring – WyoLink utilizes automated performance standards and automated diagnostics, which are monitored. System monitoring is maintained at the WyoLink Support Center and zone controllers on a daily basis.

J. WyoLink Upgrades and Enhancements – “Upgrades” are changes made to WyoLink to assure compliance or to improve upon previously existing features and operations of WyoLink. Upgrades are provided to all Members. “Enhancements” are modifications made to WyoLink services or systems that add functions or features not originally part of WyoLink or the services requested by the Member.

IV. MEMBERS OBLIGATIONS

A. Member Radio Equipment – The Member may only use WyoLink-approved radio equipment.

B. Radio Maintenance and Repair – The Member is responsible for proper maintenance and repair of its radio equipment in accordance with appropriate FCC requirements. The Member’s authorized service provider and the service provider’s credentials will be reviewed by WyoLink to assure the service provider understands and can comply with WYPSCC standards, guidelines, and protocols and is “qualified” to service the Member’s radio equipment.

C. Radio Configuration and Licensing - The Member is responsible, through an authorized service provider, for all Customer Programming Software (CPS) licensing, software maintenance, troubleshooting, and upgrades/ enhancements.

The Member is responsible for changing all agency specific configurations in the subscriber equipment. The Member is responsible for all security and auditing of all configurations. The Member is responsible for restoring all configurations for field subscriber software or hardware. The Member is responsible for backing up agency specific configurations for any field subscriber software and hardware.

D. Recording of Channels - WyoLink does not record talkgroup information exchanges. Each agency is responsible for its own recording of any interchange of information from or to its personnel on its agency talkgroups, on any MAT talkgroups, or other channels it utilizes, if desired or required.

E. Scheduled Maintenance - The Member may make a written request for an alternate time for scheduled maintenance via electronic mail 48 hours in advance of the scheduled maintenance time. While WyoLink will make every reasonable effort to accommodate the Member’s request, WyoLink reserves the right to perform maintenance whenever WyoLink deems it necessary. If no written request to reschedule maintenance is received from the Member, maintenance will proceed as planned.

F. Third Party Agreement - If the Member enters into an agreement with another party for maintenance and programming services related to the scope of this agreement, WyoLink will not be a party to that agreement. The Member does not represent WyoLink and cannot make commitments on WyoLink’s behalf.

G. No Personal Business – No personal business may be conducted on WyoLink by the Member, its employees, or authorized agents, including volunteers and the Member’s authorized service provider.

H. Compliance with Federal and State Laws – The Member will comply with all current and future Federal Communications Commission (FCC) and National Telecommunications and Information Administration (NTIA) laws, rules, and regulations, and all Wyoming Public Safety Communications Commission rules, and regulations, and WYO. STAT. §§ 9-2-1101 through 9-2-1104, as amended, as these relate to public safety communications.

I. Compliance with WyoLink Guidelines, Procedures, and Protocols – The Member will comply with all WYPSCC guidelines, procedures, and protocols governing the operation and use of WyoLink. The Member will comply with all advisories and/or recommendations of the WYPSCC, including but not limited to recommendations and the termination of services. Copies of these recommendations and advisories shall be provided to the Member upon adoption by the WYPSCC. Proposed guidelines, procedures and protocols shall be provided to the Relationship Manager prior to being adopted by the WYPSCC. The Relationship Manager may provide comments and/or suggest changes to the guidelines, procedures and protocols established by or proposed by the WYPSCC.

J. System Management – The Member will comply with WyoLink System Management in order to assure the safe and efficient operation of WyoLink for all Members.

K. Trained Personnel - The Member will not permit any employee or other personnel, including volunteers, to use WyoLink until such individual(s) have received WyoLink radio user training.

L. Relationship Manager - The Member will appoint one of its employees to serve as its Relationship Manager. The relationship manager will be responsible for authorization of template modifications, coordination of new radios onto WyoLink, providing fleetmapping data to the WyoLink Support Manager for record keeping purposes, providing after hour emergency telephone numbers, and attending member group meetings necessary for the safe and efficient operation of WyoLink. Notification of any change of the relationship manager shall be submitted in writing to WyoLink within 20 calendar days.

M. Corrective Action – In order to protect the integrity, security, safety, and efficient operation of WyoLink for all its Members, the Member will take appropriate corrective action against any of its employees who violate WyoLink guidelines, procedures, or protocols.

N. Abuse of Member Privileges – Repeated violation of WYPSCC guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and recommendation of the WYPSCC Executive Committee to the WYPSCC Executive Director. The decision of the Executive Director may be appealed per the Wyoming Public Safety Radio Communications Rules.

V. WYOLINK RESPONSIBILITIES

A. WyoLink shall provide Digital Trunked Voice Radio System maintenance and administration services including, but not limited to:

1. Software or configuration updates when they are received from the vendor,

2. Security vulnerability information when received from the vendor,
3. Centralized tracking mechanism for addressing software issues associated with the vendor,
4. Ensuring the necessary network connectivity is available for only the core WyoLink infrastructure and affiliated modules.

B. WyoLink shall perform preventive system maintenance and administration per vendor's recommendations.

C. WyoLink shall be responsible for ensuring necessary network connectivity is available for only the prescribed or authorized product and affiliated modules.

D. WyoLink shall be responsible for backups, modifications, restorations of any global configurations pertaining to the WyoLink system applications.

E. WyoLink shall be responsible for establishing a process to develop templates, administer and maintain a template server, and change management control.

F. WyoLink shall provide on call Technical Staff Support twenty four (24) hour, seven (7) days per week. Telephone number: 307-777-9565

G. WyoLink will notify the Member in both emergency and non-emergency situations that may require one or more of the Member's applications or functions be disabled for any period of time.

H. WyoLink will notify the Member's Relationship Manager of scheduled system maintenance outages at least one week in advance and will provide an additional reminder at least 48 hours in advance. Maintenance tasks will be scheduled during non-peak periods as defined by the Member. WyoLink will also notify the Member's help desk or system administrators at least 24 hours before and again 1 hour before starting maintenance.

I. WyoLink will notify the Member's Relationship Manager concerning outages as far in advance as possible.

J. WyoLink and the Member will jointly make decisions regarding application and other capacity planning requirements by meeting as needed. WyoLink and the Member will meet as needed to review compliance with the agreement and to discuss any outstanding issues related to service delivery. WyoLink will be responsible for scheduling the meetings.

VI. DURATION, CANCELLATION & TERMINATION OF MEMBERSHIP

Membership in the WyoLink will remain in effect until canceled by either party upon 90 days written notice to either party.

A. Subject to review and recommendation by the System Manager to the WYPSCC Executive Director, the Membership Agreement may be canceled by WYPSCC for violation(s) of the terms and conditions of the Membership Agreement upon 30 days written notice to the Member. The decision of the Executive Director may be appealed to the WYPSCC per the Wyoming Public Safety Radio Communications Rules.

B. If this Membership Agreement is canceled for any reason, WyoLink will provide all reasonable assistance requested by the Member to allow for the orderly transfer of services to the Member or its designee for up to six (6) months after the Membership Agreement is canceled.

VII. MISCELLANEOUS

A. Waiver - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.

B. Amendments - Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement

C. Applicable Law/Venue - The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The parties agree the courts of the State of Wyoming shall have exclusive jurisdiction over any legal action arising out of this Agreement and over the parties, and that the venue of any such legal action shall be in the First Judicial District, Laramie County, Wyoming

D. Headings – The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.

E. Force Majeure - Neither party shall be liable for failure to perform under this agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay

in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

F. Sovereign Immunity - The State of Wyoming, the Public Safety Communications Commission and Member do not waive sovereign or governmental immunity by entering into this agreement and specifically retain immunity and all defenses available to them pursuant to WYO. STAT. § 1-39-104(a) and all other applicable law.

H. 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 either party may renegotiate the terms affected by the severance.

I. Third Party Beneficiary Rights - The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this agreement.

J. Entirety of Agreement - This Agreement, consisting of eight (8) pages and Attachment A, consisting of one (1) page, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

The remainder of this page has been intentionally left blank.

VIII. SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

MEMBER:

David Bottemiller, Fire Warden

Date

Wally Johnson, Sweetwater County Commission

Date

ATTEST:

Dale Davis, County Clerk

Date

COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM:

Cliff Boevers, County Attorney

Date

WYOMING PUBLIC SAFETY COMMUNICATIONS COMMISSION:



Mark Harshman – PSCC Chairman

11-8-13

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:



S. Jane Caton, Senior Assistant Attorney General

10-17-13

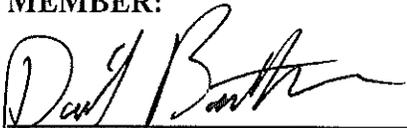
Date

VIII. SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

MEMBER:



David Bottemiller, Fire Warden

11-26-13
Date

Wally Johnson, Sweetwater County Commission

Date

ATTEST:

Dale Davis, County Clerk

Date

COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM:



Cliff Buevers, County Attorney

11/26/13
Date

WYOMING PUBLIC SAFETY COMMUNICATIONS COMMISSION:



Mark Harshman – PSCC Chairman

11-8-13
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:



S. Jane Caton, Senior Assistant Attorney General

10-17-13
Date

**APPLICATION FOR TRANSPORTATION AND
 UTILITY SYSTEMS AND FACILITIES
 ON FEDERAL LANDS**

FORM APPROVED
 OMB NO. 1004-0189
 Expires: November 30, 2008

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant (include zip code)

**Sweetwater County
 80 W. Flaming Gorge Way
 Green River, Wyoming 82935**

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

Sweetwater Board of County Commissioners

3. TELEPHONE (area code)

Applicant **307-872-3890**

Authorized Agent

4. As applicant are you? (check one)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. New authorization
- b. Renewing existing authorization No.
- c. Amend existing authorization No.
- d. Assign existing authorization No.
- e. Existing use for which no authorization has been received*
- f. Other*

* If checked provide details under Item 7

6. If an individual, or partnership are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Renew existing BLM right-of-way grant WYW87170, which authorizes a Summit Drive drainage ditch.

8. Attach a map covering area and show location of project proposal

9. State or local government approval: Attached Applied for Not required

10. Nonreturnable application fee. Attached Not required

11. Does project cross international boundary or affect international waterways? Yes No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The Sweetwater County Road and Bridge Department maintains the county drainage ditches.

13a. Describe other reasonable alternative routes and modes considered.
Not applicable.

b. Why were these alternatives not selected?
Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands
The existing drainage ditch is necessary for drainage of the northerly end of Summit Drive.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)
Not applicable.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.
The existing drainage ditch is necessary for drainage of the northerly end of Summit Drive.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.
The existing drainage ditch is necessary for drainage of the northerly end of Summit Drive.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.
The existing drainage ditch will have minimal impact.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.
The existing drainage ditch will have minimal impact.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.
The existing drainage ditch will not involve hazardous material.

20. Name all the Department(s)/Agency(ies) where this application is being filed.
Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (ora local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (ora local BLM Office)

National Park Service (NPS)
Alaska Regional Office, 240 West 5th Ave., Rm. 114
Anchorage, Alaska 99501
Telephone: (907) 644-3501

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
 - 8 Generally, the map must show the section(s), township(s), and ranges within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
 - 9, 10, and 12 - The responsible agency will provide additional instructions.
 - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
 - 14 The responsible agency will provide instructions.
 - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
 - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.
- Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item".

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions

**CHECK APPROPRIATE
BLOCK**

I - PRIVATE CORPORATIONS	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating, prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor and you are not required to respond to a request for information which does not contain a currently valid OMB Control Number.

BURDEN HOURS STATEMENT: The public burden for this form is estimated at 25 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0189), Bureau Information Collection Clearance Officer (WO-630) 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

A reproducible copy of this form may be obtained from the Bureau of Land Management, Land and Realty Group, 1620 L Street, N.W., Rm. 1000 LS, Washington, D.C. 20036.



Image courtesy of USGS State of Michigan

Sweetwater County Detention Center
Prisoner Detention Agreement

THIS AGREEMENT is made and entered into, on the date of signing as indicated below, by and between SWEETWATER COUNTY, WYOMING, and TOWN OF GRANGER, WYOMING.

WHEREAS, The Town of Granger sentences people to incarceration for violation of Town Ordinances; and

WHEREAS, The Town of Granger is unable to provide housing for the sentenced people; and

WHEREAS, the detention facilities of Sweetwater County are modern and have available bed space for inmates from the Town of Granger;

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. To provide inmate housing, Town of Granger may transfer prisoners to Sweetwater County and Sweetwater County agrees to accept and accommodate same, dependent on the Sweetwater County population.
2. When prisoners are transferred to Sweetwater County under this agreement:
 - a. Town of Granger shall pay to Sweetwater County a fifteen dollar (\$15.00) booking fee per prisoner and the sum of sixty dollars (\$60.00) per prisoner per day for the care, maintenance and welfare required by law, excluding medical, dental, and psychological care.
 - b. Town of Granger will provide transportation to and from the Sweetwater County facility as required for initial booking and any associated municipal court proceedings.
 - c. Town of Granger shall remain responsible for medical, dental, and psychological expenses of prisoners to the extent obligated by law. Sweetwater County shall notify Town of Granger prior to providing expensive medical, dental or psychological care to prisoners held under this agreement, whenever practical, unless the need for care is caused by the actions or negligence of Sweetwater County agents or employees.
 - d. Town of Granger shall provide Sweetwater County with a copy of the Judgment and Sentence, Mittimus, or Probable Cause Affidavit ordering the incarceration of any prisoner held under this agreement.
3. Sweetwater County shall use its best efforts to maintain its jail facility in compliance with the requirements for local detention facilities, and agrees not to knowingly violate any prisoner's civil rights.
4. Town of Granger agrees to hold Sweetwater County harmless from any claim by or on the behalf of any prisoner which is proximately caused by the actions or negligence of Town of Granger's elected officials, officers, agents or employees. Sweetwater County agrees to hold Town of Granger harmless from any claim by or on behalf of any prisoner which is proximately caused by the actions or negligence of Sweetwater County's elected officials, officers, agents or employees. Employees of Sweetwater County shall not be deemed to be agents or employees of Town of Granger. Neither party by this agreement waives any statutory or other immunities.
5. No waiver of immunity or limitation of liability afforded by the Wyoming Governmental Claims Act is intended by the parties.
6. Both parties agree that this agreement shall remain in effect subject to available funding and that either party may terminate this agreement upon thirty (30) days written notice to the other party.

Attest:
Board of County Commissioners
State of Wyoming

By: _____

Date: _____

By: _____
Sweetwater County Clerk

By: Richard Washell
Sweetwater County Sheriff

Town of Granger

By: Ronald Johnson
Granger Chief of Police

Attest: Deanna Shedd
Granger Town Clerk

Date: 10/3/2013



FS Agreement No. 14-LB-11040100-002

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
SWEETWATER COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
ASHLEY NATIONAL FOREST**

FY2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Sweetwater County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Ashley National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #14-LB-11040100-002 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning and ending September 30, 2014.

Current Fiscal Year Obligation: \$9,283.00

FY2014 Total Annual Operating Plan: \$9,283.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rich Haskell (Sheriff) Address: 731 C Street City, State, Zip: Rock Springs, WY 82901 Telephone: 307-872-6350 FAX: 307-922-5483 Email: Haskell@sweet.wy.us	Name: Karen French Address: 731 C Street City, State, Zip: Rock Springs, WY 82901 Telephone: 307-872-6350 FAX: 307-922-5483 Email: frenchk@sweet.wy.us



representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

Addendum A (attached) provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the nearest fire dispatch center or the LEO listed under the U.S. Forest Service Program Manager Contact (*see Section I. A.*).

3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.



The authority and format of this agreement have been reviewed and approved for signature.

CINDY SESSIONS

U.S. Forest Service Grants Management Specialist

11/12/13
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 14-LE-11040100-002
Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
SWEETWATER COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
ASHLEY NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Sweetwater County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Ashley National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Sweetwater County Cooperative Law Enforcement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.



- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Advise the U.S. Forest Service Principal Contact of information regarding serious incidents/crimes in connection with activities on NFS lands within 2 hours of incident.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest



Service payments. *See related Provisions II-II and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Ashley National Forest
U.S. Forest Service
Dawn "Dede" Erramouspe (LEO)
P.O. Box 279
Manila, UT 84046
Phone: 435-781-5243
E-Mail: dawnorr@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rich Haskell - Sheriff Address: 731 C Street City, State, Zip: Rock Springs, WY 82901 Telephone: 307-872-6350 FAX: 307-922-5483 Email: Haskell@sweet.wy.us	Name: Karen French Address: 731 C Street City, State, Zip: Rock Springs, WY 82901 Telephone: 307-872-6350 FAX: 307-922-5483 Email: frenchk@sweet.wy.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Dawn "Dede" Erramouspe (LEO) Address: PO BOX 279 City, State, Zip: Manila, UT 84046 Telephone: 435-781-5243 FAX: 435-781-5298 Email: dawnorr@fs.fed.us	Name: Cindy Sessions Address: 2222 Wes 2300 South City, State, Zip: Salt Lake City, UT 84119 Telephone: 801-975-3491 FAX: 801-975-3483 Email: chsessions@fs.fed.us



- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (*see related Provision IV-U*) funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.



- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies:
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
 2. Withholding advance payments otherwise due to Cooperator.
 3. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned:
- a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or
 - b) using any electronic



equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through September 30, 2018.
- V. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

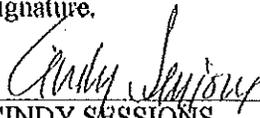
RICK HASKELL, Sheriff Sweetwater County Sheriff's Department	Date
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JOHN R. ERICKSON, Forest Supervisor U.S. Forest Service, Ashley National Forest	Date
--	------

County Commissioner Sweetwater County	Date
--	------

KEVIN RICE, Special Agent in Charge, Intermountain Region	Date
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The authority and format of this agreement have been reviewed and approved for signature.

 <hr/> CINDY SESSIONS U.S. Forest Service Grants Management Specialist	11/12/13 <hr/> Date
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Addendum A

Region Four Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Annual Operating Plan

Fire Emergencies:

During fire emergencies, the Forest Service will reimburse the County for actual costs incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by FS dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff/County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the mileage rate.

Billing Protocol:

Documentation required to be submitted by the County to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.
 - Incident Action Plans – copies of plans that document assignment to that incident.
 - Map of roadblock locations.

For questions concerning incident/fire emergencies, please contact Dede Orr, Ashley National Forest Law Enforcement Officer. Bills will be submitted to: Albuquerque Service Center, Incident Finance-Cooperative Agreements, 101 B. Sun Avenue NE, Albuquerque, NM 87109.

Sally Shoemaker

From: Cindy Nelson <cnelson@sweetwatermemorial.com>
Sent: Monday, November 18, 2013 3:08 PM
To: Sally Shoemaker
Subject: County Commissioner Meeting Request for Ambulance Board
Attachments: 20131114163207857.pdf

Importance: High

Hi, Sally! Hope your week is off to a good start! I am submitting the attached on behalf of Chief Lyle Armstrong, Board Chair, and the Sweetwater County Ambulance Service Board - Rock Springs.

Chief Armstrong said if he is in town he will also attend but he did not ask me to submit his name as a presenter. My understanding is there will not be any handouts or anything to sign.

Just let me know if you have any questions/concerns.

Thanks, Sally!

Appreciate you so much!

Cindy

Cindy Nelson, Executive Assistant
Administration

Direct 307-352-8412

cnelson@sweetwatermemorial.com

Main 307-362-3711, Fax 307-352-8180

1200 College Drive, Rock Springs, WY 82901 www.sweetwatermemorial.com

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