

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, April 21, 2015 AT 8:30 A.M.
IN THE COMMISSIONERS' CHAMBERS
(TENTATIVE AND SUBJECT TO CHANGE)**

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 4-7-15

ACCEPTANCE OF BILLS

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

COMMISSIONER COMMENTS/REPORTS

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

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 2015 Sweetwater County Resolution Authorizing
Renewal of Lease and Agreement for the 2013
Specific Purpose Tax Joint Powers Board

9:45 Approval of Amendment One to the Juvenile Detention
Alternatives Initiative (JDAI) Grant Contract

9:50 Approval of Wildland Fire Management Annual
Operating Plan

- 10:00** Capital Funds Purchase Discussion
- 10:15** Approval of Letter to Governor Mead for Approval of the Emergency Management Position
- 10:20** Request to Re-Staff Vacant Position in the Emergency Management Department
- 10:25** Request to Re-Staff Vacant Position in the Detention Center
- 10:30** Request to Re-Staff Vacant Position in the Attorney's Office
- 10:35** Solid Waste Disposal District No. 2 Update

PUBLIC HEARING AT 11:00

- 11:00** Public Input and Discussion Regarding Memorial Hospital of Sweetwater County's Ambulatory Surgery Center

OTHER

EXECUTIVE SESSION AS NEEDED

ADJOURN

[Per Wyo. Stat. §18-3-516\(f\) County information can be accessed on the County's website at www.sweet.wy.us](http://www.sweet.wy.us)

April 7, 2015
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 Kolb moved to approve the agenda. Commissioner Van Matre seconded the motion.
The motion carried.

Approval of Minutes: 3-17-15

Commissioner West moved to approve the minutes dated March 17, 2015. Commissioner Wendling seconded the motion. The motion carried.

Acceptance of Bills

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

Commissioner Kolb moved to approve the monthly reports, the bonds, and the abates/rebates. Commissioner Wendling seconded the motion. The motion carried.

Commissioner Van Matre moved to approve the county vouchers and warrants. Commissioner Wendling seconded the motion. The motion carried with Commissioner Kolb abstaining.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
64182-64183, 64215-64252 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,327,709.96
64184	AMAZON	EQUIPMENT/SUPPLIES	1,242.35
64185	CENTURYLINK	PHONE	26.54
64186	DELTA DENTAL	FEES	2,124.80
64187	DIRECTV	TV/LATE FEE	17.79
64188	HARTLEY, JILL	PAINTINGS	4,100.00
64189	HOME DEPOT CREDIT SERVICES	SUPPLIES	2,708.13
64190	PAYMENT REMITTANCE CENTER - 3009	SUPPLIES/APPLIANCE/MEAL/ CLASS	1,299.05
64191	PAYMENT REMITTANCE CENTER - 3438	TRAVEL/SEMINARS/CONFERENCE/ WEBINAR/LODGING	18,564.53
64192	PAYMENT REMITTANCE CENTER - 2452	MEALS	232.20
64193	PAYMENT REMITTANCE CENTER - 2494	MEALS/TRAVEL	291.42
64194	PAYMENT REMITTANCE CENTER - 2486	MEALS/TRAVEL	284.50
64195	PAYMENT REMITTANCE CENTER - 2478	MEALS/TRAVEL	744.20
64196	QUESTAR GAS	UTILITIES	9,950.12
64197	ROCKY MTN POWER	UTILITIES	1,751.36
64198	SATCOM GLOBAL INC	SIM CARDS	136.32
64199	SWEETWATER CABLE TV	TV	62.06
64200	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS/EQUIPMENT	5,210.13
64201	VERIZON WIRELESS	PHONES/AIRCARDS	1,035.50
64202	WALMART COMMUNITY/RFCSELLC- PURCHASING	EQUIPMENT/SUPPLIES	126.06
64203	WEX BANK	FUEL	11,826.02
64204	WYOMING WASTE SERVICES - ROCK	UTILITIES	160.93
64205	CENTURYLINK	PHONE BILL	353.11
64206	CENTURYLINK	PHONE BILL	229.70
64207	DIRECTV	TV'S	58.49
64208	QUESTAR GAS	UTILITIES	2,672.87
64209	ROCKY MTN POWER	UTILITIES	5,572.32
64210	SIMPLESIGNAL INC	PHONE BILL	2,657.23
64211	VERIZON WIRELESS	BROADBAND	1,080.55
64212	WALMART COMMUNITY/RFCSELLC- SHERIFF	INMATE MEDICAL/COMMISSARY	1,125.18
64213	WELLS FARGO	SIRIUSXM/COMMISSARY/ EQUIP/SUPPLIES/TRAVEL	3,214.15
64214	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	3,200.00
64253	CHEENEY LANDSCAPING	LANDSCAPING	44,245.80
64254	MARLIN LEASING CORP	TAX	12.23
64255	ROCKY MTN POWER	UTILITIES	11,107.28
64256	UNION TELEPHONE COMPANY INC	PHONE	42.08
64257	VERIZON WIRELESS	CELL PHONES	228.27
64258	ACCREDITATION AUDIT & RISK MANAGEMENT SECURITY	SERVICE	530.00
64259	ACE HARDWARE	SUPPLIES	206.63
64260	ACE HARDWARE #11263-C	SUPPLIES	314.64
64261	ADY ADVANTAGE	SERVICES	2,500.00
64262	AIRGAS INC	SUPPLIES	21.44
64263	ALPHA PETROLEUM SERVICE INC	REPAIRS	3,465.80
64264	ALPINE PURE BOTTLED WATER	RENTAL/WATER	100.00
64265	AUTOSPA INC	WASH	102.45
64266	BENNETT PAINT & GLASS	SUPPLIES	3,933.48
64267	BI	SERVICES	257.04

64268	BRADY INDUSTRIES LLC	SUPPLIES	41.34
64269	BUCKBOARD MARINA	REFUND/AD	42.59
64270	C & J ENTERPRISES	RENTAL	2,436.00
64271	CAPITAL BUSINESS SYSTEMS INC	MAINTENANCE	110.43
64272	CARQUEST AUTO PARTS	PARTS	412.73
64273	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	8,333.33
64274	CENTER STREET SERVICE & TOWING	TOW	75.00
64275	CIGNA	PREMIUMS	13,911.75
64276	CITY OF GREEN RIVER	RENT	45.00
64277	CJ SIGNS	GRAPHICS	235.00
64278	CNA SURETY	BOND	160.00
64279	CODALE ELECTRIC SUPPLY INC	PARTS	21.59
64280	COMMUNICATION TECHNOLOGIES INC	RENTAL	200.00
64281	CONCRETE STABILIZATION TECH INC	REPAIRS	1,515.00
64282	COPIER & SUPPLY CO INC	SUPPLIES	83.50
64283	CREATIVE CULTURE INSIGNIA LLC	BADGES	95.75
64284	CRUEL JACKS TRAVEL PLAZA/RESTAURANT	REFUND/AD	42.59
64285	DAVIS, STEVEN DALE	MEALS/MILEAGE/BOOK	489.98
64286	DELL MARKETING L P	EQUIPMENT	4,203.36
64287	DELTA DENTAL	FEES	2,120.65
64288	DIEHL ROUSE, KIMMIE	MILEAGE/POSTAGE	66.83
64289	DIVISION OF CRIMINAL INVESTIGATION	FINGERPRINT CARD	15.00
64290	DJ'S GLASS PLUS	WINDSHIELD	700.00
64291	DRUG TESTING SERVICES LLC	SCREENING	55.00
64292	EATON INVESTMENTS INC	REFUND/AD	42.59
64293	EDEN SALOON INC	REFUND/AD	42.59
64294	ELECTRICAL CONNECTIONS INC	REPAIRS	1,003.28
64295	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	1,666.20
64296	F B MCFADDEN WHOLESALE COMPANY	INMATE FOOD	6,836.50
64297	FASTENAL COMPANY	PARTS	9.21
64298	FEDEX	SHIPPING	35.12
64299	FLEETPRIDE	PARTS	6.48
64300	G & K SERVICES	SERVICE	438.78
64301	GENERATION X INC	GUARDRAIL	19,071.50
64302	GLOBAL EQUIPMENT COMPANY	EQUIPMENT	774.18
64303	GOLDEN HOUR SENIOR CITIZENS CTR	BUDGET ALLOCATION	22,500.00
64304	GOVCONNECTION INC	EQUIPMENT	11,809.00
64305	GRAINGER	CABINET	279.75
64306	GREEN RIVER STAR	SUBSCRIPTION	35.00
64307	GRUBER POWER SERVICES	EQUIPMENT	6,663.74
64308	HAMM-HILLS, LAURA J	TRANSCRIPTION	942.50
64309	HCC LIFE INSURANCE COMPANY	FEES	26,745.14
64310	HIGH DESERT POLARIS - KTM -	PLOW	669.85
64311	HIGH SECURITY LOCK & ALARM	CORES/KEYS	1,223.50
64312	HOLLAND EQUIPMENT COMPANY	INSTALLATION/PARTS	292.04
64313	HOMAX OIL SALES INC	SUPPLIES	39,307.00
64314	HORIZON LABORATORY LLC	SCREENINGS	576.50
64315	HUB, THE	REFUND/AD	42.60
64316	HY-KO SUPPLY	REPAIR	35.14
64317	IBS INCORPORATED	SUPPLIES	1,381.96
64318	INBERG-MILLER ENGINEERS	SPEED STUDIES	999.38
64319	INDO AMERICAN ENGINEERING INC	ENGINEERING	46,064.07
64320	INDUSTRIAL SOLUTIONS INC	DRUMS	4,300.00
64321	INDUSTRIAL SUPPLY	SUPPLIES	1,332.22
64322	INTERMOUNTAIN EQUIPMENT SALES CO	PARTS	68.00
64323	VENTURE TECHNOLOGIES	HARDWARE UPGRADE/SUPPORT	15,582.50
64324	JACK'S TRUCK & EQUIPMENT	PARTS	2,575.28
64325	JESTER SIGNS & GRAPHICS	LETTERS	448.00
64326	JME FIRE & HOIST PROTECTION	INSPECTIONS	1,521.76
64327	JO/ETTA LLC	REFUND/AD	42.59
64328	KAYAR DISTRIBUTING	REFUND/AD	42.59
64329	KELLY, KARIN	MILEAGE	390.45
64330	FOTOS BY JENNI	PHOTOS	1,587.00
64331	KOENIG, HAZEL	MEAL/MILEAGE	99.89
64332	KOLB, JOHN K	TRAVEL	244.32
64333	KONE INC	MAINTENANCE	5,814.86
64334	LEWIS AND LEWIS INC	ROADBASE	2,362.01
64335	LEXISNEXIS RISK DATA MANAGEMENT INC	SUBSCRIPTION	288.40
64336	LITTLE AMERICA HOTELS & RESORTS INC	REFUND/AD	85.19
64337	MATHEY LAW OFFICE - ASSIGNEE	FEES	3,930.00
64338	MCGARVEY, PAMELA	MEALS/MILEAGE	524.27
64339	MCKEE FOODS CORPORATION	INMATE FOOD	483.04
64340	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,267.88
64341	MED-TECH RESOURCE INC	SUPPLIES	331.39
64342	MEMORIAL HOSPITAL OF SWCO	MEDICAL	977.00
64343	MITCH'S	REFUND/AD	42.59
64344	MORPHOTRUST USA	MAINTENANCE	1,322.19
64345	MOTOROLA SOLUTIONS INC	PROGRAMMING	458.00
64346	MOUNTAIN WEST BUSINESS SOLUTIONS	CONTRACT	30.00
64347	MOUNTAINLAND SUPPLY LLC	REPAIRS	4,347.84
64348	MURPHY, BEVERLY A	POSTAGE DUE	4.08
64349	MUSTANG TRAVEL STOP LLC	REFUND/AD	42.59
64350	NAPA AUTO PARTS UNLIMITED	PARTS	24.72

64351	NET TRANSCRIPTS INC	TRANSCRIPTION	216.00
64352	NICHOLAS & COMPANY	INMATE FOOD	3,426.65
64353	PINEDA, BOBBY WAYNE	FEES	230.00
64354	PLAINS TIRE CO	PARTS	22.99
64355	PLAINSMAN PRINTING & SUPPLY	OFFICE SUPPLIES	667.27
64356	PROFESSIONAL SYS TECHNOLOGY INC	EQUIPMENT	8,365.48
64357	PURPLE SAGE VENTURES LLC	REFUND/AD	42.60
64358	QUILL CORPORATION	FURNITURE	3,849.14
64359	RED HORSE OIL COMPANY INC	FUEL	2,812.22
64360	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	225.00
64361	ROCK SPRINGS NEWSPAPERS INC	AD	10.70
64362	ROCK SPRINGS WINNELSON CO	PARTS	28.25
64363	ROCKY MOUNTAIN PROPANE	PROPANE	761.30
64364	ROLLING GREEN COUNTRY CLUB	REFUND/AD	42.60
64365	RON TURLEY ASSOCIATES INC	AGREEMENT	650.00
64366	SAFETY-KLEEN SYSTEMS INC	SOLVENT	294.95
64367	SALT LAKE WHOLESALE SPORTS	SUPPLIES	3,166.00
64368	SANCHEZ, DAWN	MILEAGE	98.90
64369	SEPPIE TELE-COMMUNICATIONS	INSTALLATION	1,358.57
64370	SHOPKO HOMETOWN - PHARMACY	INMATE RX	1,597.64
64371	SKAGGS COMPANIES INC	UNIFORMS	2,075.80
64372	SLAUGHTER, ROBERT D	MEAL/MILEAGE	101.92
64373	SMYTH PRINTING INC	OFFICE SUPPLIES	573.59
64374	SOURCE OFFICE & TECHNOLOGY	SUPPLIES	243.25
64375	SPRING CREEK GUEST RANCH	REFUND/AD	42.59
64376	STAPLES ADVANTAGE - DEPT LA	DESKS	22,832.08
64377	STERLING COMMUNICATIONS & ELECTRONICS	RENT/EQUIPMENT	3,262.93
64378	SW-WRAP	GRANT EXPENSES	1,927.00
64379	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	9,680.36
64380	SWEETWATER CO SCHOOL DISTRICT #1	GRANT EXPENSES	3,731.66
64381	SWCO SOLID WASTE DISPOSAL	E-WASTE	232.00
64382	SWEETWATER COUNTY INSURANCE	CLAIMS/SUBSIDIES	302,331.92
64383	SWEETWATER FAMILY RESOURCE CTR	BUDGET ALLOCATION	3,995.56
64384	SWEETWATER TROPHIES	SHIPPING/FRAMING/ENGRAVING	2,974.68
64385	THE HON COMPANY	FURNITURE	2,965.25
64386	THE MASTER'S TOUCH LLC	MAILINGS	4,519.48
64387	THE TIRE DEN INC	TIRES/LABOR	2,740.00
64388	THE UPS STORE - #3042	SHIPPING	52.70
64389	THE WYOMING DIVISION OF VICTIM SVCS	CONFERENCE	100.00
64390	THOMSON REUTERS-WEST PMT CENTER	SUBSCRIPTION	1,982.00
64391	TIP TOP EMBROIDERY & WORKWEAR	HATS	166.50
64392	TRUENORTH STEEL, INC.	CULVERTS/SUPPLIES	16,349.79
64393	TRUSTED NETWORK SOLUTIONS INC	EQUIPMENT	2,892.49
64394	U S FOODS INC	INMATE FOOD	3,824.28
64395	UMR INC	FEES	11,915.36
64396	VALLEY MART INC	REFUND/AD	42.60
64397	VAN MATRE, DON	MILEAGE	165.60
64398	VARLEY MERCANTILE	REFUND/AD	42.59
64399	VARLEY MERCANTILE	REFUND/AD	42.60
64400	VEHICLE LIGHTING SOLUTIONS INC	EQUIPMENT	28,696.99
64401	VIRS	BUDGET ALLOCATION	16,499.19
64402	VISION SERVICE PLAN	PREMIUMS	4,883.03
64403	WACO	DUES	300.00
64404	WAXIE SANITARY SUPPLY	SUPPLIES	5,209.80
64405	WCTA	DUES	100.00
64406	WEIMER, JACK	TRAINING	508.80
64407	WHITE MOUNTAIN MINING CO	REFUND/AD	42.59
64408	WILLIAMS SCOTSMAN INC	RENT	388.17
64409	WIMACTEL INC	PAYPHONE	70.00
64410	WORLDWASH LLC	MAINTENANCE	775.00
64411	WYO GUARDIANS AD LITEM PROGRAM	FEES	15,536.70
64412	WYOMING MACHINERY COMPANY	SUPPLIES	3,784.57
64413	WYO TECHNOLOGY TRANSFER CENTER	REGISTRATION	55.00
64414	WYOMING.COM	E-MAIL/WIRELESS	61.95
64415	WYOPASS	MEMBERSHIP	220.00
64416	YOUNG AT HEART CENTER	BUDGET ALLOCATION	24,011.93
64417	YOUTH HOME INC	BUDGET ALLOCATION	16,750.00
64418	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	94,213.63
64419	ZEE MEDICAL SERVICE	SUPPLIES	413.15

GRAND TOTAL: 2,394,504.72

The following bonds were placed on file:

Susan Carnes	Town of Wamsutter, Clerk Treasurer	\$50,000.00
Michalene L. Maes	Town of Superior, Treasurer	\$10,000.00

TAXPAYER	VALUATION	TAXPAYER	VALUATION
BP AMERICA PROD CO	-14,156	NELLESTEIN HATTIE	-343

CHEVRON USA INC	-6,184	NELLESTEIN HATTIE	-366
ANADARKO E&P CO LLP	-3,583	AMERICAN METRO	-1,765
MERIT ENERGY CO	-4,136	AMERICAN METRO	-1,607
BP AMERICA PROD CO	-2,806	AMERICAN METRO	-1,252
BP AMERICA PROD CO	-44,384	AMERICAN METRO	-1,099
BRIDGER COAL CO	-58,447	AMERICAN METRO	-1,251
BRIDGER COAL CO	-59,974	AMERICAN METRO	-1,187
BRIDGER COAL CO	-82,371	AMERICAN METRO	-1,214
BRIDGER COAL CO	-6,611	ZANMAR LLC-ZANE HOLBERG	-1,633
BRIDGER COAL CO	-6,123	ZANMAR LLC-ZANE HOLBERG	-1,535
BRIDGER COAL CO	-64,080	ZANMAR LLC-ZANE HOLBERG	-1,476
ANADARKO E&P CO LLP	-211,894	ZANMAR LLC-ZANE HOLBERG	-1,418
URBAN OIL & GAS GROUP LLC	-1,786	BAYSWATERS EXPLORATION & PROD LLC	-164,950
MARATHON OIL CO	-139,176	PERSONALITIES	-107
MARATHON OIL CO	-166,481	PERSONALITIES	-127
BP AMERICA PROD CO	-214	PERSONALITIES	-151
BP AMERICA PROD CO	-1,252	HYDE BRAD	-1,188
NELLESTEIN HATTIE	-330		

Approval of Catering Permit for the Eden Saloon, Inc

County Clerk Dale Davis presented the catering permit for the Eden Saloon, Inc explaining that the event would be held on May 1, 2015 for the Big Sandy Clinic fund raiser at the Eden Valley Community Center. *Commissioner West moved to approve the request. Commissioner Kolb seconded the motion.* The motion carried.

Commissioner Comments/Reports

Commissioner Van Matre

Commissioner Van Matre reported that the VSO Office continues to remain busy and that he visited with Treatment Court Foundation of Sweetwater County Coordinator Sandra Henderson. Commissioner Van Matre reported that he attended the Health and Human Services Ribbon Cutting Ceremony and expressed his appreciation to Commissioner West and also noted that he attended a Parks and Recreation meeting. Commissioner Van Matre shared that he spoke with IT Director Tim Knight and Grants Manager Krisena Marchal.

Commissioner West

Commissioner West expressed his appreciation to the community and those involved with the Health and Human Services Building commenting on attendance during the Ribbon Cutting Ceremony and Open House. Commissioner West reported that he attended the hospital board meeting and met with CEO Jerry Kline and CFO Irene Richardson.

Commissioner Kolb

Commissioner Kolb reported that he was briefed on the Events Complex Board meeting, provided an update of events and explained that the board is looking to the commission for advice regarding upgrades; particularly to the corals. Commissioner Kolb further reported that he attended an Ambulance Service Board meeting. Commissioner Kolb addressed an article from the Rocket Miner regarding wind farms and provided further detail regarding permits and standards. Commissioner Kolb noted that he spoke with Rock Springs Councilwoman Glennise Wendorf about complaints with the Reliance sewer smell and made the commission aware that Land Use Director Eric Bingham is looking in to the complaint. Commissioner Kolb reported that he attended the Health and Human Services Grand Opening and expressed his appreciation to Commissioner West. Commissioner Kolb acknowledged that Rock Springs Mayor Demshar and Green River Mayor Rust also attended the event and appreciated the cities participation. Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham, Land Use Specialist Mark Kot, County Assessor Pat Drinkle, IT Director Tim Knight, and Events Complex Director Larry Lloyd. Lastly, Commissioner Kolb extended his condolences to Commissioner Van Matre for his loss.

Commissioner Wendling

Commissioner Wendling reported that he attended the Young at Heart Senior Center Board meeting, and attended the Ribbon Cutting Ceremonies for Health and Human Services, Black Butte High School, and the Freight Station. Commissioner Wendling expressed his appreciation to Commissioner West and employees for their efforts with the Health and Human Services Building. Commissioner Wendling further reported that he attended the Communications Joint Powers Board meeting, visited with Library Director Jason Grubb and noted that members of the Solid Waste Disposal District Number 2 are scheduled to attend the April 21, 2015 Board of County Commissioners meeting. Commissioner Wendling extended his condolences to Commissioner Van Matre for his loss.

Chairman Johnson

Chairman Johnson started his comments with condolences to Commissioner Van Matre for the loss of his brother. Chairman Johnson reported that he attended the Health and Human Services Ribbon Cutting Ceremony and expressed his appreciation to Commissioner West. Chairman Johnson explained that four surrounding counties, as well as the City of Rock Springs, have signed the Resolution of Support for the proposed Industrial Complex in Southwestern Wyoming and will be sending a letter and the signed resolution to Governor Mead. Chairman Johnson explained that Anadarko Representative Dennis Ellis

informed him that they have sold resources in Sweetwater County that will affect Patrick Draw and other surrounding areas, but assured him that it will not affect employment in Sweetwater County. Chairman Johnson explained that he received a call from Bairoil residents concerned that ashes from wood stoves are not being accepted at the transfer station. Accounting Manager Bonnie Phillips explained that the state report on COLA is 1.1%. Discussion ensued relative to utilizing a standard to evaluate what percentage to use when reviewing COLA. Chairman Johnson and Commissioner Kolb addressed an article from the Green River Star regarding clean air. Chairman Johnson read aloud the report from Facilities Director Chuck Radosevich relative to the Health and Human Services Building, the CDC Building and Judicial Planning.

County Resident Concerns

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

Break

Chairman Johnson called for a break.

Action/Presentation Items

Memorial Hospital Board Appointment (to fulfill an unexpired term through 7-1-16)

Following discussion relative to the number of applicants, *Commissioner West moved to appoint Dr. Thomas E. Spicer to the Board. Commissioner Kolb seconded the motion.* The motion carried.

Approval of Homeland Security Grant Purchases for the County Coroner, Sheriff's Office and the Cities of Rock Springs and Green River

Grants Manager Krisena Marchal presented the Homeland Security Grant. Following discussion, *Commissioner Wendling moved to approve the Homeland Security Grant Purchases for the County Coroner, Sheriff's Office and the Cities of Rock Springs and Green River. Commissioner Van Matre seconded the motion.* Following discussion, the motion carried.

Signature to the Modifications of Grant or Agreement between USDA-FS-UASC Ashley National Forest and SWCO Sheriff's Office

Sheriff Lowell presented the agreement between the USDA-FS-UASC Ashley National Forest and the Sweetwater County Sheriff's Office. Following discussion, Chairman Johnson entertained a motion to authorize the Chairman to sign the Modification of Grant or Agreement between USDA-FS-UASC Ashley National Forest and the Sweetwater County Sheriff's Office. *Commissioner West so moved. Commissioner Kolb seconded the motion.* The motion carried.

Canine Retirement Policy Revision and Legal Liability Waiver Form

Sheriff Lowell presented the Canine Retirement Policy Revision and Legal Liability Waiver form. Following discussion, *Commissioner West moved to approve the policy revision subject to signature by the County Commissioners. Commissioner Wendling seconded the motion.* The motion carried.

Month of the Military Child Proclamation

UW Extension County Coordinator Josefina Ibarra and 4-H Council President Kristy Wardell presented the Month of the Military Child Proclamation. *Commissioner Kolb moved to approve the Proclamation in recognition of April, the Month of the Military Child. Commissioner Van Matre seconded the motion.* Following discussion requesting Ms. Ibarra to amend the proclamation allowing a signature line for each commissioner, the motion carried. Commissioner Van Matre read the proclamation aloud.

○ PROCLAMATION

○ IN RECOGNITION OF

○ APRIL, THE MONTH OF THE MILITARY CHILD

-
- WHEREAS, Thousands of brave Americans have demonstrated their courage and commitment to freedom by serving the Armed Forces of the United States of America in active duty posts at home and around the world; and
- WHEREAS, Approximately 5,000 of Wyoming's children and youth have been directly affected by the military deployment of at least one parent; and
- WHEREAS, These children and youth are a source of pride and honor to us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children and youth;
- WHEREAS, The recognition of April as Month of the Military Child will allow us to pay tribute to military children and youth for their major contributions to the fabric and strength of our troops, families, schools, communities and our nation despite prolonged and repeated absences of one or both parents; and
- WHEREAS, during a month-long salute to military children and youth for their character, courage and continued resilience, we encourage local communities to provide direct support to military children and families.
- NOW, THEREFORE BE IT RESOLVED, I/We, the Sweetwater County Board of County Commissioners DO HEREBY PROCLAIM the month of April 2015, as

THE MONTH OF THE MILITARY CHILD

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Sexual Assault Awareness Month Proclamation

YWCA Program Executive Director Lauren Schoenfeld, SASH Program Director Aimee Gatzke, and Board Member Margaret Gibbons presented the Sexual Assault Awareness Month Proclamation. Commissioner West read the proclamation aloud. *Commissioner West moved to approve the proclamation. Commissioner Van Matre seconded the motion.* The motion carried.

PROCLAMATION

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

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

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

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

NOW THEREFORE, WE, The Board of County Commissioners in and for Sweetwater County, Wyoming, proclaim the month of APRIL 2015, to be SEXUAL ASSAULT AWARENESS MONTH, and we commend the observance of all citizens, by urging each to learn what can be done to combat sexual violence, and offer prevention measures and support and services to survivors. Teal ribbons will be available throughout the community to wear in support of awareness of sexual assault during the month of April and Sexual Assault Awareness Run/Walk is April 25, 8:00 A.M. at the Rock Springs Family Recreation Center.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Approval to Re-Staff One Vacant Position in the County Attorney's Office

Human Resource Specialist Stefanie Boling and County Attorney Dan Erramouspe requested authorization to re-staff one vacancy in the attorney's office. Following discussion, *Commissioner Van Matre moved to approve the re-staffing in the county attorney's office. Commissioner Wendling seconded the motion.* The motion carried.

Approval to Re-Staff One Vacant Position in the County Custodial Department

Human Resource Specialist Stefanie Boling and Custodial Supervisor Karen Bailey requested authorization to re-staff one vacancy in the custodial department. Following discussion, *Commissioner West moved to approve the request. Commissioner Wendling seconded the motion.* The motion carried.

Consideration and Approval of EDA Contract

EDA Architect Tom Brennan and Facilities Director Chuck Radosevich presented the EDA contract. Following discussion, Chairman Johnson entertained a motion to approve the contract as presented and authorize the Chairman to sign. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

Federal Agency Annual Meeting

Mark Kot explained that representatives from the Ashley National Forest, United States Fish and Wildlife Service, Bureau of Reclamation (Provo Area), and the Bureau of Land Management were present to exchange work programs, discuss items of mutual concern, and to improve cooperative working relationships. Those present were Ashley National Forest Flaming Gorge District Ranger Rowdy Muir, United States Fish and Wildlife Service-Seedsadee Refuge Manager Tom Koerner, Bureau of Reclamation/Provo Area Manager of Water and Environmental Resource Division Kerry Schwartz, and BLM High Desert District Manager Mark Storzer. The commission expressed their appreciation to the group.

Lunch

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

Action/Presentation Items Continued

Participation of Emergency Fire Suppression Account

Public Works Director John Radosevich presented the FY 2016 premium for participation in the Emergency Fire Suppression Account. Following discussion, Chairman Johnson entertained a motion to decline participation in the Wyoming State Forestry Division of Fire Suppression Plan and authorize the Chairman to sign. *Commissioner Kolb so moved. Commissioner West seconded the motion.* The motion carried.

Permission for Eden Farson Fire Control District to Utilize a Sweetwater County Building in Farson

Public Works Director John Radosevich presented the request from Eden-Farson Fire Control District asking to utilize two bays in the Road and Bridge garage while construction is being done to their parking lot. Following discussion, *Commissioner Van Matre moved for favorable consideration/permission for the Eden Farson Fire Control District to utilize our Sweetwater County building in Farson. Commissioner Wendling seconded the motion.* Following discussion, the motion carried.

Engineering Consultant for 2015 Paint Striping Project

Public Works Director John Radosevich presented Indo American Engineering bid for the 2015 Paint Striping Project in the amount of \$29,152.00. Following discussion, *Commissioner West moved to approve. Commissioner Van Matre seconded the motion.* The motion carried with Commissioner Kolb voting nay.

Memorial Hospital Update Regarding the Ambulatory Surgery Center

Memorial Hospital Board of Trustees President Artis Kalivas, Freudenthal Bonds PC Bond Counsel Barbara Bonds, Wells Fargo Securities Public Finance Healthcare Investment Director Will Douglas, and Clifton, Larson, Allen CPA, Principal Healthcare CPA Darryn McGarvey was present to provide an update on the Ambulatory Surgery Center and the financial model. Also present were Plan One Architect Charlie Van Over, Memorial Hospital Attorney George Lemich, Board Vice President Joe Manatos, Treasurer Grant Christensen, and board members Gene Carmody, Harry Horn, Robert Wallendorff, and Ivie Code Group President Paul Hayward. A lengthy discussion ensued regarding projected costs for the facility, utilization of space, and competition of services.

Executive Session(s)-Personnel/Legal

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

After coming out of executive session, Chairman Johnson explained that action was required. *Commissioner Kolb moved to table this discussion to our next meeting to allow for further public comment;*

which shall be listed on the agenda on the next normal Board of County Commissioner's meeting. Commissioner Wendling seconded the motion. The motion carried.

Adjourn

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	4/10/2015	251,947.40	64420-64432
EAL	4/17/2015	23,635.61	
EAL	4/21/2015	814,510.46	
EAL			
EAL			
EAL			

	AMOUNT	Check #	Advice #
Payroll Run	2,085.54	64433	14034
Payroll Run			
Payroll Run			

TOTAL AMOUNT \$1,092,179.01

Vouchers in the above amount are hereby approved and ordered paid this date of 04/21/2015

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Attest:

County Clerk

Reid O. West, County Commissioner

Authorization for Monthly Reports
4-21-15

1. **County Clerk**
2. **Sheriff**
3. **Clerk of District Court**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending March 2015 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	13,045.00	
Marriage Licenses	780.00	
Chattel Mortgages	12,999.00	
Motor Certificates of Title	(1820 /TITLES) 27,300.00	25,480.00
Sale of County Property	-	
Miscellaneous Receipts	1,043.75	
Total Receipts		55,167.75
	Abandoned Vehicle	(1,820.00)
		53,347.75

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

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

Witness my hand and seal this 01 day of April 2015

Steven Dale Davis, COUNTY CLERK

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

Chairman

Commissioner

Commissioner

MONTHLY STATEMENT

Statement of the Earnings or Collections of Mike Lowell

as Sheriff within and for the County of Sweetwater

State of Wyoming, for the month ending March 31, 20¹⁵, and reported to the

Board of County Commissioners of said County.

<p>COUNTY CLERK,</p>	<p>Recording Fees, ----- Marriage Licenses, ----- Chattel Mortgages, ----- Motor Certificates of Title, ----- Sale of County Property, ----- Miscellaneous Receipts, ----- Total Receipts, -----</p>		
<p>CLERK, DISTRICT COURT,</p>	<p>Civil Fees, ----- Probate Fees, ----- Criminal fines and Costs, ----- Miscellaneous Fees, ----- Total Earnings, -----</p>		
<p>SHERIFF, -----</p>		4752.67	
<p>ASSESSOR, -----</p>			

STATE OF WYOMING)
)
 County of Sweetwater)ss.
)

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

WITNESS my hand and seal this 31 day of March, 20¹⁵.

Mike Lowell, County Sheriff

Mike Lowell

Monthly Statement

Statement of the earnings or collections of **Donna Lee Bobak** as **Clerk of District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

MARCH, 2015

Reported to the Board of County Commissioners of said County.

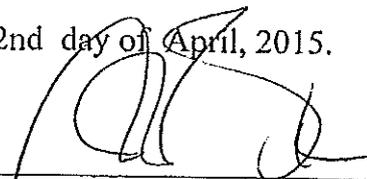
<u>CIVIL FEES</u>	\$	11,079.48
Code: DC		
<u>BOND FORFIETED</u>	\$.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	384.59
Code: CF		
TOTAL EARNINGS	\$	11,464.07

Clerk of District Court Check # 8959

STATE OF WYOMING
COUNTY OF SWEETWATER

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

Witness, my hand and seal this 2nd day of April, 2015.



Donna Lee Bobak, Clerk of District Court



Authorization for Bonds
4-21-15]

Robbi L. Farrow

BOCES Region V, Treasurer

\$25,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Western Surety Company

OFFICIAL BOND AND OATH OF SCHOOL DISTRICT TREASURER

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 61966248

That we, Robbi L Farrow
of Wilson, 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 BOCES Region V of the State of Wyoming, in the penal sum of
Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00),
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 6th day of March, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly elected to the office of
Treasurer in the BOCES Region V, and State aforesaid, for the term
beginning March 12, 2015, and ending March 12,
2016.

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



Principal

WESTERN SURETY COMPANY

By
Paul T. Bruflat, Vice President

Sally Shoemaker

From: Dale Davis - County Clerk
Sent: Tuesday, April 14, 2015 1:02 PM
To: Sally Shoemaker
Subject: Fw: Sweetwater 2012 6th Penny--Renewal Resolution
Attachments: 2015 SWEETWATER COUNTY Resolution Authorizing Renewal.doc; 2015 SWEETWATER COUNTY Resolution Authorizing Renewal.pdf

Please get this on the agenda. Thanks.

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Heather Kammerman <Heather@wyolaw.com>
Sent: Tuesday, April 14, 2015 10:16 AM
To: Dale Davis - County Clerk
Subject: Sweetwater 2012 6th Penny--Renewal Resolution

Hi,

Attached please find a PDF and Word version of the Renewal Resolution that the board needs to adopt at their next meeting. Please don't hesitate to contact us with any questions or comments. Thank you!

Thanks,

Heather L. Kammerman

Freudenthal & Bonds, P.C.
129 East Carlson Street, P.O. Box 387
Cheyenne, WY 82003
Tel: (307) 634-2240
Fax: (307) 634-0336
email: heather@wyolaw.com

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RESOLUTION NO. 15-04-CC-01

RESOLUTION AUTHORIZING RENEWAL OF THAT CERTAIN LEASE AND AGREEMENT, DATED AS OF JULY 30, 2013, BY AND AMONG SWEETWATER COUNTY, WYOMING; CASTLE ROCK SPECIAL HOSPITAL DISTRICT; TOWN OF GRANGER, WYOMING; CITY OF GREEN RIVER, WYOMING; CITY OF ROCK SPRINGS, WYOMING; TOWN OF SUPERIOR, WYOMING; TOWN OF WAMSUTTER, WYOMING; AND THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD, THROUGH THE BUDGET AND APPROPRIATION OF FUNDS FOR THE PAYMENT OF RENTAL PAYMENTS AND ADDITIONAL RENTALS THEREUNDER FOR FISCAL YEAR 2015-2016 .

WHEREAS, Sweetwater County, Wyoming ("Sweetwater County"), along with Castle Rock Special Hospital District ("Castle Rock"); Town of Granger, Wyoming; City of Green River, Wyoming; City of Rock Springs, Wyoming; Town of Superior, Wyoming; and Town of Wamsutter, Wyoming (collectively, the "Lessees"), has entered into that certain annually terminable Lease and Agreement, dated as of July 30, 2013 (the "Lease") with the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board"), whereby Sweetwater County has subleased certain Sites (as defined in the Lease) from the Board and has further leased from the Board certain Improvements (as defined in the Lease) to be constructed on the Sites; and

WHEREAS, Section 4.1 of said Lease provides that each of the Lessees must annually determine whether or not to terminate said Lease effective June 30 of any Fiscal Year; and

WHEREAS, Sweetwater County has determined to continue said Lease for the period from July 1, 2015 to and including June 30, 2016, and the governing body of Sweetwater County has determined and hereby confirms to Wells Fargo Bank, National Association, in Denver, Colorado (the "Trustee"), under that certain Indenture of Trust, dated as of July 30, 2013, between the Board and the Trustee, that there shall be included in Sweetwater County's Fiscal Year 2015-2016 budget moneys to pay all Rental Payments and reasonably estimated Additional Rentals for said period (as defined in the Lease), all as further provided in ARTICLE VI of said Lease;

NOW, THEREFORE, BE IT RESOLVED:

1. Sweetwater County will include in its Fiscal Year 2015-2016 budget all payments required under the Lease for Fiscal Year 2015-2016.

2. Pursuant to that certain County Roadway/Castle Rock/Municipalities' Improvements Specific Purpose Tax Escrow Agreement, dated as of July 30, 2013 (the "Escrow Agreement") with the Sweetwater County Treasurer, as escrow agent (the "Escrow Agent"), which established an escrow account (the "Escrow Account") for the collections that result from the imposition of a specific purpose sales and use tax that was imposed in Sweetwater County, Wyoming, effective April 1, 2013 (the "2013 Tax Revenues"), the governing body of Sweetwater County hereby further specifically budgets and appropriates \$758,526.23 in said 2013 Tax Revenues for the payment of Rental Payments under the Lease and further directs the Escrow Agent to make payments to the Trustee at the times and in the amounts as are set forth in such Escrow Agreement.

3. Submission of a copy of this resolution, along with a copy of Sweetwater County's Fiscal Year 2015-2016 budget, to the Trustee, the Board and George K. Baum & Company, after adoption of Sweetwater County's Fiscal Year 2015-2016 budget, will fully meet the requirements of Section 4.1 of the Lease.

THIS RESOLUTION is made and duly executed this ___ day of _____, 2015, in accordance with the authorization by a majority vote of the duly elected members of the governing body of Sweetwater County.

SWEETWATER COUNTY, WYOMING

ATTESTED:

By: _____
Title: Chairman, Board of County Commissioners

By: _____
Title: County Clerk

OK MD
4-25-15

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Date Requested: April 21, 2015	Name & Title of Presenter: Krisena Marchal, Grants Manager Karin Kelly, Director
Department or Organization: Grants Admin Juvenile Probation	Contact Phone & E-mail: Krisena Marchal x3888 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of Amendment One to the Juvenile Detention Alternatives Initiative (JDAI) Grant Contract	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes (by the Chairman)
Additional Information: Please see executive summary on the next page for further information. REQUESTED ACTION: Motion to approve, and authorize the Chairman to sign, Amendment One to the Juvenile Detention Alternatives Initiative (JDAI) Grant Contract	

AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES, SOCIAL SERVICES DIVISION
AND
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Family Services, Social Services Division (Agency), whose address is 2300 Capitol Avenue, Hathaway Building, Third Floor, WY 82002-0490, and Sweetwater County Board of County Commissioners (Contractor), whose address is: 80 W. Flaming Gorge Way, Green River, Wyoming, 82935.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor which was duly executed on March 20, 2015 and which became effective on March 20, 2015. The purpose of this Amendment is to increase the contract amount by Twenty-Five Thousand Dollars (\$25,000.00) for a total contract amount of Fifty-Five Thousand Dollars (\$55,000.00).

The original Contract, dated March 20, 2015 required the Contractor to replicate the Juvenile Detention Alternatives Initiative (JDAI) overseen by the Agency for a total Contract amount of Thirty Thousand Dollars (\$30,000.00) with an expiration date of June 30, 2016.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Contract, 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 4 of the original Contract is hereby amended to read as follows, "The total payment under this Contract shall not exceed fifty-five thousand dollars (\$55,000.00)."
5. **Additional Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.
6. **Additional Responsibilities of the Contractor.**

Responsibilities of the Contractor have not changed.
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.

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:
DEPARTMENT OF FAMILY SERVICES**

Steve Corsi, Director

Date

Marty Nelson, Administrator
Social Services Division

Date

**CONTRACTOR:
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**

Wally J. Johnson, Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder, Senior Assistant Attorney General

Date

MA
4/15/15

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, consisting of three (3) pages; and Amendment One, consisting of three (3) pages, represents the entire and integrated contact between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

**CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES
AND
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are the State of Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490, and Sweetwater County Board of County Commissioners (Contractor), whose address is: 80 W. Flaming Gorge Way, Green River, Wyoming 82935.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall replicate the Juvenile Detention Alternatives Initiative (JDAI) overseen by the Agency. Funds under this contract must be used solely for purposes consistent with the eight (8) core strategies of JDAI.
3. **Term of Contract and Required Approvals.** This contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from Effective Date through June 30, 2016. All services shall be completed during this term.

This Contract may be renewed annually by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-101(b)(iv).

4. **Payment.** The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed Thirty Thousand Dollars (\$30,000.00). Payment shall be made monthly based on actual expenditures pursuant to the budget in Attachment A, attached and incorporated herein by reference. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this

Contract. When the Contractor is working outside Cheyenne at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out at Wyo. Stats. § 9-3-102 and 9-3-103.

5. Responsibilities of Contractor. The Contractor agrees to:

- A. Provide services per the eight (8) Core Strategies of the Juvenile Detention Alternatives Initiative as overseen by the Agency, and as specified in the budget included in Attachment A.
 - A. Collaboration among juvenile justice agencies, governmental entities, and community organizations to undertake joint planning and policy making;
 - B. Use of accurate data to diagnose the system's problems and to assess the impact of reform;
 - C. Objective admissions criteria and instruments to effectively screen which juveniles need to be securely detained and those that may be effectively managed in a less secure setting;
 - D. New or enhanced non-secure alternatives to detention to increase the options available for arrested youth;
 - E. Case processing reforms to allow for expedited flow of cases to reduce lengths of stay in custody, and to ensure the timeliness and appropriateness of interventions;
 - F. Reviewing special detention cases (known as probation violations) and warrants to implement alternatives to secure detention;
 - G. Reducing racial disparities to eliminate any biases of detention use of any racial groups;
 - H. Improving conditions of confinement to ensure securely detained youth are in an environment that is inspected using protocol and standards.
- B. Provide quarterly reports to the Agency in a format provided by the Agency.
 - (i) Information in quarterly reports shall include, but not be limited to:
 - (a) Number of juveniles served by the Single Point of Entry and respective disposition;
 - (b) Failure to appear and pre-adjudication arrest rates;

- (c) Specific policy, practice and program reforms implemented;
 - (d) Local, state, federal, and private funds allocated for detention reform;
 - (e) Specific reallocation of systems resources to support detention reform.
- (ii) Quarterly reports must be submitted to the Agency according to the following schedule on or before:
 - (a) April 15, 2015; covering the period of January 1, 2015 through March 31, 2015;
 - (b) July 15, 2015; covering the period of May 1, 2015 through June 30, 2015;
 - (c) October 15, 2015; covering the period of July 1, 2015 through September 30, 2015;
 - (d) January 15, 2016; covering the period of October 1, 2015 through December 31, 2015;
 - (e) April 15, 2016; covering the period of January 1, 2016 through March 31, 2016; and
 - (f) July 15, 2016; covering the period of May 1, 2016 through June 30, 2016.
- C. Submit monthly invoices to the Agency for reimbursement on actual expenditures.
 - (i) Monthly invoices must detail juveniles served and respective service.
- D. Attend quarterly meetings as coordinated by the Agency.
- E. Attend and select delegates to attend training as coordinated by the Agency.
- F. Perform tasks in accordance with Attachment B, Statement of Work, attached and incorporated herein by reference.
- G. Provide Agency a copy of Annual Review/Evaluations on or before August 15, 2015 and August 15, 2016, listing information specific to the 8 Core Strategies for the most recent calendar year:

- (i) Funds designated for each Core Strategy;
 - (ii) Actual expenditures for each Core Strategy;
 - (iii) Details, setbacks and planning for each Core Strategy; and
 - (iv) Activities and results for each Core Strategy.
- H. Provide Agency a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.
6. Responsibilities of Agency. The Agency agrees to:
- A. Pay Contractor in accordance with Section 4 above.
 - B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor.
 - C. Assist Contractor in preparation of quarterly statistical reports regarding detention utilization, admissions decisions, and program participation.
 - D. Evaluate performance of the Contractor.
7. Special Provisions.
- A. **Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
 - B. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
8. General Provisions.
- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of

the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are apportioned or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and worker's compensation programs before and during performing work under this Contract, if applicable.
- H. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.

- J. Entirety of Contract.** This Contract, consisting of ten (10) pages, and Attachment A, JDAI Budget Form, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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.
- N. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State

of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

P. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

Q. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the addresses provided under this Contract. Notice provided by facsimile or e-mail shall be delivered as follows:

Agency: State of Wyoming, Department of Family Services, dfsweb.wyo.gov, 307-777-3693.

Contractor: Sweetwater County Board of Commissioners, fax number 307-872-3992.

R. Ownership and Destruction of Documents/Information. Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

S. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

T. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this

Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- U. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- V. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. **Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. **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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

- BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

This Contract 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 Contract is the date of the signature last affixed to this page.

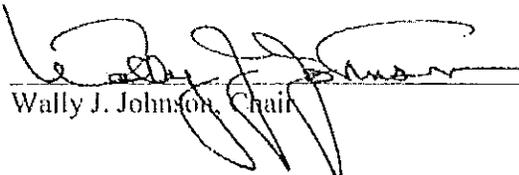
**AGENCY:
STATE OF WYOMING DEPARTMENT OF FAMILY SERVICES**



Steve Corsi, Director

3/20/15
Date

**CONTRACTOR:
SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS**



Wally J. Johnson, Chair

3/17/15
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Marion Yoder, Senior Assistant Attorney General

Feb. 19, 2015
Date


3/9/15

WYOMING JDAI - Form 1: Budget

County:	Sweetwater County			
Submitted by:	Sweetwater County Community Juvenile Services Bd			
Line Items	Details/information for each line item	Amount allocated	% of budget	Details
ADMINISTRATIVE COSTS				
Salaries and wages	Describe the positions and the salary each will receive, as necessary to the operation of JDAI in its entirety.			
Travel	Pre-approved, required travel will be reimbursed by DFS and will not come out of the \$50,000 budget.			
Professional services contract	List all professional service contracts entered into for the purposes of overall JDAI operations. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract. -- This does not include contracts for services specific to the 8 Core Strategies.			
Other administrative costs	List all other administrative costs necessary for the overall operation of JDAI. Include names, addresses, phone numbers if applicable. Specify amount of each and reason for cost.			
STRATEGY 1: COLLABORATION				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 1.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 1. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 1. Discretionary funds may be listed here.			
STRATEGY 2: USE OF ACCURATE DATA				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 2.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 2. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 2. Discretionary funds may be listed here.			
STRATEGY 3: OBJECTIVE ADMISSIONS CRITERIA AND INSTRUMENTS				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 3.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 3. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 3. Discretionary funds may be listed here.			
STRATEGY 4: NEW OR ENHANCED NON-SECURE ALTERNATIVES TO DETENTION				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 4.	30,000.00	100%	Payroll (Salary and Benefits) for one Truancy Agency and one Pre-Court Diversion Case Manager (Total annual cost \$130,729) to extend the programs by 2.75 months.

Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 4. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract. Example: list alternative detention programs and purposes, electronic monitoring contracts, etc.			
Other costs	List other costs associated with STRATEGY 4. Discretionary funds may be listed here.			
STRATEGY 5: CASE PROCESSING REFORMS				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 5.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 5. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 5. Discretionary funds may be listed here.			
STRATEGY 6: SPECIAL DETENTION CASES				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 6.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 6. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 6. Discretionary funds may be listed here.			
STRATEGY 7: REDUCING RACIAL DISPARITIES				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 7.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 7. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 7. Discretionary funds may be listed here.			
STRATEGY 8: IMPROVING CONDITIONS OF CONFINEMENT				
Salaries and wages	Describe the positions and salary each will receive, as necessary to carry out STRATEGY 8.			
Professional services contract	List all professional service contracts entered into for the purposes of STRATEGY 8. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.			
Other costs	List other costs associated with STRATEGY 8. Discretionary funds may be listed here.			

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: BOCC- April 21, 2015	Name & Title of Presenter: Mike Bournazian- Sweetwater County Fire Warden
Department or Organization: Sweetwater County Fire	Contact Phone & E-mail: 307-922-5360
Exact Wording for Agenda: Approval of Wildland Fire Management Annual Operating Plan	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Board Approval and authorize Chairman to sign all necessary documents
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

2015

WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN**WYOMING STATE FORESTRY DIVISION, DISTRICT #4
(Lincoln, Sublette, Sweetwater, Teton, and Uinta Counties)**

This Plan is between the USDI Bureau of Land Management (BLM), Wyoming State Forestry Division (WSFD), USDA Forest Service (USFS), USDI National Park Service (NPS), USDI Fish & Wildlife Service (USFWS), and

Lincoln Co. - South Lincoln County Fire District, Bear River Fire District, Upper Valley Fire District, Alpine Fire District, and Lincoln County.

Sublette Co. - Sublette County.

Sweetwater Co. - City of Rock Springs, Sweetwater County Fire District #1, Eden-Farson Fire District, Town of Granger, Town of Wamsutter, and Sweetwater County.

Teton Co. - Teton Village Special Fire District and Teton County.

Uinta Co. - Uinta County Fire Protection & Emergency Services Joint Powers Board and Uinta County.

PREAMBLE

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

PURPOSE

This is a Sub-Geographic Area Annual Operating Plan (AOP) applicable to all signatory parties within Wyoming State Forestry Division District 4. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

RECITALS

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

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

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

INTERAGENCY COOPERATION

Interagency Dispatch Centers:

1. The Entities agree to participate in the neighborhood dispatch system. The Entities give authority to the dispatch center to provide the services required in support of the appropriate center's charter and operating plan. For specifics, see the dispatch center plans.
2. For initial dispatch

Lincoln Co. - in the southern 2/3 of the county, fires on State, Private, BLM, NPS, and USFWS ownership will use Rawlins Interagency Dispatch Center as the dispatch contact. For fires on USFS ownership, Teton Interagency Dispatch Center will be used. In the northern 1/3 of the county (Star Valley), fires on all ownerships will use Teton Interagency Dispatch Center. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination/agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

Sublette Co. - for interagency fires within Sublette County, either Teton Interagency Dispatch Center or Rawlins Interagency Dispatch Center will be used as dispatch contact. Fires will be dispatched according to dispatch center boundaries. On multi-jurisdictional fires and incidents with poor radio communications the Incident Commander, in coordination/agreement with the dispatch centers and appropriate Duty Officers, will determine which dispatch center will be used based on acceptable radio communications. All responding units will be informed on which dispatch center is being used along with assigned frequencies for the incident. The responsible Agencies dispatch center will be updated on the progress and any significant events when a different dispatch center is providing support to an incident.

For the reporting and assigning of the appropriate fire numbers on interagency fires within Sublette County, dispatch center boundaries will be the determining factor as to which dispatch center is responsible to do so.

Sweetwater Co. - on State, Private, BLM High Desert District, and USFWS ownership fires, Rawlins Interagency Dispatch Center will be used for the dispatch contact, on Wind River Bighorn Basin District BLM ownership fires, Cody Interagency Dispatch Center will be used. For fires on USFS ownership, Uinta Basin Interagency Fire Center will be used. On multi-jurisdictional fires the Incident Commander(s), in conjunction with the interagency dispatch center managers, will determine which dispatch center to use.

Teton Co. - for all interagency fires within Teton County, Teton Interagency Dispatch Center will be used for the dispatch contact. Communication frequencies to be used for initial attack will be according to the jurisdictional authority of the incident.

Uinta Co. - on State, Private, and BLM ownership fires, Rawlins Interagency Dispatch Center will be used for the dispatch contact. For fires on USFS ownership, Northern Utah Dispatch Center

will be used. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers will determine which dispatch center to use.

Mobilization Process for State and County Resources:

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

Standards:

FIREFIGHTER QUALIFICATIONS

Three levels of expertise are recognized.

1. Within jurisdiction the qualifications for local resources utilized for initial attack fire suppression will meet local standards.
2. Outside jurisdiction, on extended attack, all resources will meet NWCG 310-1 standards. Certification will be the responsibility of the sending entity.
3. All county and State Unit Leader positions and above will be NWCG 310-1 qualified. Certification is the responsibility of Wyoming State Forestry Division.

PREPAREDNESS

Protection Areas and Boundaries:

See: Lincoln Exhibit A, Sublette Exhibit A, Sweetwater Exhibit A, Teton Exhibit A, Uinta Exhibit A.

Methods of Fire Protection and Suppression:

Reciprocal Fire Protection Services (Mutual Aid)

Lincoln Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Lincoln County.
2. Due to the ownership pattern and the response time, within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 8 hours in the Star Valley area (defined as north of Township 29 North) and 24 hours in the rest of the county following the initial report of the fire. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
3. Reciprocal protection is not construed as an automatic dispatch. Therefore, priority

will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum reciprocal fire protection period.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Sublette Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Sublette County.
2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for the first initial response operational period. Costs incurred after the first operational period will be reimbursed by the protecting Entity. An operational period begins at 0001 hours and terminates at 2400 hours. The protecting Entity will be determined as soon as possible and notified.
3. Reciprocal protection is not construed as an automatic dispatch for the operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protection Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum one operational period reciprocal fire protection.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Sweetwater Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Sweetwater County.
2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for a maximum of 24 hours following the initial report of the fire to the jurisdictional Entity. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
3. Reciprocal protection is not construed as an automatic 24 hour dispatch. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the

protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum 24 hour reciprocal fire protection.

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Teton Co.

1. The entire county is considered as a reciprocal protection zone with the exception of Bureau of Reclamation (BOR) lands. Initial Attack will be reimbursable on all BOR lands within Teton County.
2. Within the reciprocal fire protection zone, each Entity, with the exception of WSFD's 24 hours, shall assume its own full cost of expenditures for the first initial response operational period. Costs incurred after the first operational period will be reimbursed by the protecting Entity. An operational period begins at 0001 hours and terminates at 2400 hours. The protecting Entity will be determined as soon as possible and notified.
3. Reciprocal protection is not construed as an automatic dispatch for the operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum one operational period reciprocal fire protection.
4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Uinta Co.

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

4. Entities will notify the BOR Agency Administrator (as listed in Attachment 2) as soon as possible when Initial Attack is not sufficient to control a fire.

Bureau of Reclamation

For all wildfires on BOR administered land and wildfires exceeding the Mutual Aid Period on State Parks land, Counties should send billing requests and documentation as listed in "Billing Procedures:, Section 4." of this AOP.

WSFD will contact the appropriate entity and determine payment process.

WSFD

WSFD shall assume costs of its non aviation related resources such as overhead, Smokebusters (WHCC), engines, or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as an automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

1. For all dispatches: WSFD will assume the cost of the aircraft daily availability.
2. For fires on State and/or Private jurisdiction or those fires that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for at least a full operational period to be determined by the WSFD Fire Duty Officer. Federal employees assigned to the Helitack may still be billed to the jurisdictional agency as described below.
3. For fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD shall seek reimbursement for all costs associated with the Wyoming State Helitack with the exception of the aircraft daily availability.
4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.

Agreements/MOUs for Fire Suppression Responsibilities:

Agreements/MOUs between agencies establishing fire suppression responsibilities will be recognized by this AOP. Agencies providing this protection may represent the interest of the jurisdictional agency whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting agency's lands (i.e. mutual aid periods, etc.). All signatories to this AOP will be notified, in writing, of changes or modifications to fire suppression responsibilities by the agency providing protection at the time of an approved Agreement/MOU.

Joint Projects and Project Plans:**COMMUNITY WILDFIRE PROTECTION PLANS (CWPP)**

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

Fire Prevention/Education/Mitigation:

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

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

Fire Restrictions and Closures:

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

Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuels management and prescribed fire projects will be coordinated with the affected Entities to this agreement.
2. Wildfires resulting from escaped prescribed fires incidents, at the direction or under the supervision of one of the entities to this agreement, shall be the responsibility of that Entity. All subsequent suppression activities will be coordinated with the appropriate Entities. All incident management costs, unless otherwise agreed upon, exclusive of reciprocal periods, shall be borne by the responsible Entity and documented in a cost share agreement.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in Exhibits C, D, E, and F for resources used on prescribed fire projects, based on availability, qualifications and need. For Forest Service prescribed fire projects, a separate agreement may be required.

Smoke Management:

Within their authorities, the Entities to this Agreement agree to coordinate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program, and will assist in the coordination of smoke management within the state in support of

the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4 Smoke Management requirements.

OPERATIONS

Fire Notifications and Reporting:

All fires and initial action on or near land under the protection of an Entity to this agreement will be reported promptly to the protecting Entity through the appropriate dispatch center (listed above: Interagency Cooperation) and further instructions agreed upon.

For a list of contacts for notification or requests of assistance see the attached appropriate County Directory (Attachment 2).

Initial Attack:

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

Independent Action on Lands Protected by Another Entity:

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

Special Management Considerations:

Federal Lands (BLM, USFS, NPS, USF&WS)

The intent of these considerations is to provide guidance to initial responders regarding federal lands. In particular they are aimed at non-federal responders that may not be familiar with this management direction. These considerations may be modified if a decision by the initial attack Incident Commander determines that human life or safety is imminently threatened.

Heavy Equipment: Use of a dozer, road patrol, or grader is not authorized for suppression except in situations when the Field Manager/District Ranger/Project Leader/Park Superintendent, (in coordination with Duty Officer or designated official) provides verbal consent. This will be followed by written documentation to the Incident Commander. Within USFS wilderness lands, heavy equipment requires Regional Forester Approval.

Aerial Retardant: Aerial retardant should not be applied within 300 feet of identified waterways (streams and lakes). Any application of retardant within these buffers should be directly reported to the dispatch center. Mis-application of retardant on USFS avoidance areas requires additional formal reporting.

Special Lands Designations: On Wilderness lands (Congressionally Designated, Wilderness Study Areas, and Recommended/Proposed Wilderness), Areas of Critical Concerns (BLM), and all NPS lands, special tactics must be used. All vehicles must remain on roads until a Resource Advisor arrives on scene to provide site specific guidance, no motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST.

Other Considerations: If, through the decision support process, the decision is made to manage a wildfire in any other way than by using safe, aggressive initial attack, due to either safety concerns to fire personnel or a decision to manage the wildfire to best meet Land Management Plan objectives over a long-duration time the Unit Administrator Group will be assembled with representatives from all affected Entities.

Wildland Urban Interface Protection

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

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

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

Entities that elect not to immediately suppress an ignition in order to manage the fire to achieve Land Management Plan objectives are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands unless negotiated otherwise with the other affected jurisdictions. For incidents that have an initial response objective of protection (suppression) and it is later determined that a decision is made to effectively manage the incident for resource objectives, Entities should follow the standard cost share principles and may need to develop additional cost share agreements based on changes in the situation and objectives.

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

Decision Process:**ESCAPED FIRES OR FIRES THREATENING OTHER JURISDICTIONS**

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

1. Guidelines for assembling the Unit Administrator Group
 - a. A wildfire that escapes initial attack or is a threat to other jurisdictions.
 - b. The fire is to be determined at a Type III or higher complexity level.
 - c. Containment is not anticipated before the next burning period.

2. The Unit Administrator Group's function is:
 - a. To participate in development and approval of wildfire decision documents developed for managing a fire incident.
 - b. To recommend to the appropriate Line Officer(s) the level at which the Incident should be managed.
 - c. To prepare a Delegation of Authority for Line Officers(s) signature.
 - d. To act as the Entity's Representative for their respective Entity.
 - e. To develop incident management objectives and agree on management actions needed.
 - f. To recommend to the Line Officer(s) the management level (Type 1, 2 or 3) and command structure (Unified or Single IC) appropriate for the incident. This recommendation will be based upon complexity, ownership, values to be protected, and qualifications of personnel.
 - g. To initiate a written cost share agreement for Line Officer(s) approval signatures (Example – Exhibit G).
 - h. To prepare an IMT in-briefing, if an IMT has been ordered.
 - i. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab, and patrol after demobilization of the fire.
 1. The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
 2. The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

Delegation of Authority:

Incidents that have been declared as exceeding initial attack and transition to extended attack shall have an incident specific Delegation of Authority in place as soon as possible.

Preservation of Evidence and Fire Cause Determination:

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

Entities shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the protecting Entity will provide investigation files relative to the fire to the jurisdictional Entity for legal action and/or prosecution.

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

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

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

See Exhibit G

When a cost share agreement is negotiated, the reciprocal (mutual aid) period will not apply. All costs will begin at the start of the incident.

Training:

The Entities party to this agreement will coordinate wildland fire training locally within the County, State, and the Geographic Area. Zone Training Representatives are responsible for coordinating with all Entities for the planning and delivery of wildland fire training.

Communication Systems:

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

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

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

Aviation Operations:

1. Aerial resources/support may be used with prior approval of the protecting Entity unless otherwise specified under "Special Management Considerations" of this plan. For list of contacts for retardant usage see the appropriate County Directory (Attachment 2).

2. Aerial resources/support will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.

Billing Procedures:

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

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

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

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

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

USDA Forest Service, Intermountain Region
 Attn: Incident Business - Attn: Regional Business Specialist
 324 25th Street
 Ogden, UT 84401

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

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

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

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

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

USFS Rocky Mountain Region
Attn: Incident Business Specialist
740 Simms Street
Golden, CO 80401

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

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

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

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

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

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

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

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

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

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

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

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

Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.

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

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

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

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

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

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

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

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

INCIDENTS OUTSIDE THE STATE OF WYOMING

Any time non-federal Entity resources respond outside the State of Wyoming, all bills for services will be sent to the address below, where they will be audited and forwarded on as appropriate. Wyoming State Forestry Division (WSFD) will coordinate resources, audit bills for services, and forward all completed bills for services (Exhibit B's) on to the Forest Service, Rocky Mountain Regional Incident Business – Regional Budget Office.

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

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

Disputed Billings: Written notice that a bill is contested will be mailed to the billing Agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

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

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

Cost Recovery:

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

GENERAL PROVISIONS

Modification:

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

Annual Review:

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

Entirety of Agreement:

This Agreement consisting of 20 pages, Attachments 1-3, and Exhibits A-H, represents the entire and integrated Agreement between the Entities.

Duration of Agreement:

This Annual Operating Plan remains in effect until superseded. It may be terminated upon 20 days written notice to all Entities.

Sovereign Immunity:

The parties do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to State and Federal law.

Authorized Representatives/Signatures:

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

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

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

PREPARED AND APPROVED BY:

Lincoln County

Chairman, Lincoln County Commissioners
925 Sage Street, Kemmerer, WY 83101

(Printed Name)

Date

Lincoln County Fire Warden P.O. Box 203, Cokeville, WY 83114	(Printed Name)	Date
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Chairman, Alpine Fire District P.O. Box 3785, Alpine, WY 83128	(Printed Name)	Date
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Chairman, Bear River Fire District P.O. Box 99, Cokeville, WY 83114	(Printed Name)	Date
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Chairman, South Lincoln County Fire District P.O. Box 188, Kemmerer, WY 83101	(Printed Name)	Date
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Chairman, Upper Valley Fire District P.O. Box 546, Afton, WY 83110	(Printed Name)	Date
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Sublette County

Chairman, Sublette County Commissioners 21 South Tyler Avenue, Pinedale, WY 82941	(Printed Name)	Date
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Sublette County Fire Warden 130 South Fremont Avenue, Pinedale, WY 82941	(Printed Name)	Date
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Sweetwater County

Chairman, Sweetwater County Commissioners Courthouse, Green River, WY 82935	(Printed Name)	Date
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Sweetwater County Fire Warden 430 Blair Avenue, Rock Springs, WY 82901	(Printed Name)	Date
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Mayor, Town of Granger P.O. Box 42, Granger, WY 82934	(Printed Name)	Date
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Mayor, City of Rock Springs 212 D Street, Rock Springs, WY 82901	(Printed Name)	Date
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Mayor, Town of Wamsutter P.O. Box 6, Wamsutter, WY 82336	(Printed Name)	Date
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Chairman, Eden-Farson Fire District P.O. Box 6, Farson, WY 82932	(Printed Name)	Date
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Chairman, Sweetwater County Fire District #1 3010 College Drive, Rock Springs, WY 82901	(Printed Name)	Date
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Fire Chief, Rock Springs Fire Department 600 College Drive, Rock Springs, WY 82901	(Printed Name)	Date
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Teton County

Chairman, Teton County Commissioners P.O. Box 1727, Jackson, WY 83001	(Printed Name)	Date
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Teton County Fire Warden P.O. Box 901, Jackson, WY 83001	(Printed Name)	Date
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Chief, Teton Village Special Fire District P.O. Box 56, Teton Village, WY 83025	(Printed Name)	Date
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Uinta County

Chairman, Uinta County Commissioners 225 9 th Street, Evanston, WY 82930	(Printed Name)	Date
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Uinta County Fire Warden P.O. Box 640, Evanston, WY 82931	(Printed Name)	Date
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President, Uinta County Rural Fire District 3301 County Road 165, Evanston, WY 82930	(Printed Name)	Date
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Chairman Uinta County Emergency Services Joint Powers Board P.O. Box 640, Evanston, WY 82931	(Printed Name)	Date
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Bureau of Land Management

District Manager High Desert District Office, Bureau of Land Management 280 Highway 191 North, Rock Springs, WY 82901	(Printed Name)	Date
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District Manager Wind River/Big Horn Basin District Office, Bureau of Land Management P.O. Box 119, Worland, WY 82401	(Printed Name)	Date
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United States Forest Service

Forest Supervisor, Ashley National Forest 355 North Vernal Avenue, Vernal, UT 84078	(Printed Name)	Date
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Forest Supervisor, Bridger-Teton National Forest P.O. Box 1888, Jackson, WY 83001	(Printed Name)	Date
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Forest Supervisor, Uinta-Wasatch-Cache National Forest 857 West South Jordan Parkway, South Jordan, UT 84095	(Printed Name)	Date
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National Park Service

Superintendent, Fossil Butte National Monument P.O. Box 592, Kemmerer, WY 83101	(Printed Name)	Date
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Superintendent, Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway P.O. Box 170, Moose, WY 83012	(Printed Name)	Date
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US Fish & Wildlife Service

Project Leader, National Elk Refuge P.O. Box 510, Jackson, WY 83001	(Printed Name)	Date
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Project Leader Seedskaadee National Wildlife Refuge Complex, US Fish & Wildlife Service P.O. Box 700, Green River, WY 82935	(Printed Name)	Date
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Wyoming State Forestry Division

District Forester, Wyoming State Forestry Division P.O. Box 1678, Pinedale, WY 82941	(Printed Name)	Date
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ATTACHMENT 1

GLOSSARY

Agency:

State, County and Federal Cooperators.

Area of Critical Environmental Concern (ACEC):

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

County:

County and local fire service entities.

County and local fire service entities:

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

Entity:

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

Escaped Prescribed Fire:

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

Initial Attack (IA):

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

Jurisdictional Entity:

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

Line Officer:

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

Prescribed Fire:

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

Protecting Entity:

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

Protection Area Maps:

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

Reciprocal Fire Protection:

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

Reimbursable Fire Protection:

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

State Lands:

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

Supporting Entity:

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

Suppression:

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

Unit Administrator Group:

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

Wildfire:

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

Wildland Fire:

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

Wildland Fire Decision Support System (WFDSS):

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

Wildland Fire Situation Analysis (WFSA):

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

Wilderness Study Area (WSA):

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

Wildland Urban Interface (WUI):

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

ATTACHMENT 2

DIRECTORY

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

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

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

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

BIA Lands - Fire Management Officer or their designated representative.

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

U.S. Fish & Wildlife Service Lands – Project Leader or their designated representative.

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

BOR – Chief of Land Management.

Entity Representatives

a.	Jessica Knezovich	Sweetwater County
b.	Brook Lee	Wyoming State Forestry Division
c.	Lucus Santio	USFS, Ashley National Forest
d.	Ed Sabourin	Eden-Farson Fire District
e.	Scott Kitchner	Sweetwater County Fire District #1
f.	Jim Wamsley	City of Rock Springs
g.	Ronald Nelson	Town of Granger
h.	Robb Phipps	Town of Wamsutter
i.	Tom Koerner	Seedskaadee National Wildlife Refuge Complex
j.	Frank Keeler	BLM, High Desert District
k.	Chuck Russell	BLM, Wind River/Big Horn Basin District
l.	George Neuberger	Bureau of Reclamation

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

CALL LIST

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

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

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

Jessica Knezovich, Deputy County Fire Warden
(B) 307-922-5360 (C) 307-499-8651

To report fires burning on State of Wyoming land notify

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

Jacob McCarthy, Assistant District Forester
(B) 307-787-6148 (H) 616-648-9714 (C) 307-631-2592

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

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

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

(B) 435-789-7021 24 hour service (C) 435-828-0145 Cheryl Nelsen

(C) 435-790-7087 Dirk Huber

Joe Flores, Forest FMO
(B) 435-781-5109 (C) 435-219-2896

Rowdy Muir, District Ranger
(B) 435-781-5258 (C) 435-790-7078

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

Nathan Shinkle, East Zone AFMO
(B) 435-781-5153 (C) 435-790-7076

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

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

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

Kevin Cahill, AFMO BLM High Desert District
(B) 307-352-0236 (C) 307-350-6996

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

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

Cody Interagency Dispatch Center
(B) 800-295-9954 or 307-578-5740

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

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

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

To report fires burning on Seedskaadee National Wildlife Refuge notify:

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

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

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

To report fires burning on Bureau of Reclamation land notify:

George Neuberger, Chief of Land Management – BOR
(B) 307-261-5675

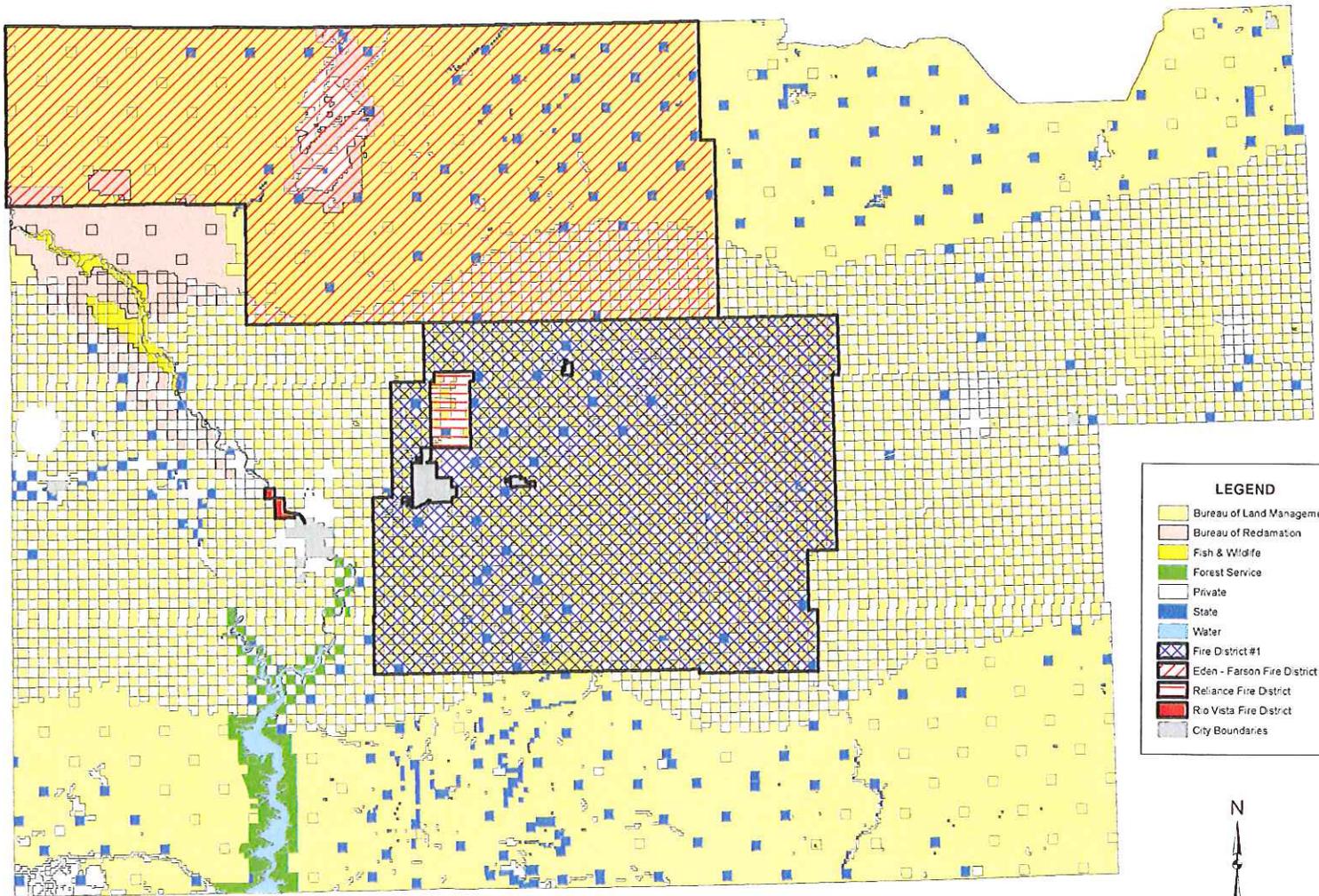
ATTACHMENT 3

INITIAL ATTACK FREQUENCIES				
Label	Rx freq	Rx CG	Tx freq	TxCG
STATE FORESTRY LOCAL	151.160		151.160	
SWEETWATER CO LOCAL	155.055		155.055	
BLM FIRE 1 (Lander Tactical	166.6375		166.6375	
BLM FIRE 2 (High Desert Tactical)	166.825		166.825	
FERN	154.280		154.280	
ROCK SPRINGS BLM (Aspen)	168.575		168.575	
ROCK SPRINGS RPT (Little Mountain.)	168.575		165.000	136.5
RAWLINS BLM RPT (Flat Top)	168.275		164.250	123.0
WRBD BLM RPT (Limestone)	168.525		172.4375	136.5
ASHLEY NF SIMPLEX	172.225		172.225	
ASHLEY NF RPT (East Park)	172.225		164.8000	136.5
VERNAL BLM RPT (Goslin)	172.625		164.950	110.9
A/G 10 (east of highway 191 and south of highway 28)	166.9375		166.9375	
A/G 14 (west of highway 191)	167.500		167.500	
A/G 15 (east of highway 191)	167.5250		167.5250	
A/G 35 (west of highway 191)	167.2250		167.2250	

RADIO FREQUENCIES FOR EMERGENCY USE

Label	Rx freq	Rx CG	Tx freq	TxCG
FERN	154.280		154.280	
STATE MUTUAL AID	154.875		154.875	
STATE FORESTRY (1) DIRECT	151.430		151.430	
STATE FORESTRY (2) DIRECT	151.160		151.160	
STATE FORESTRY (3) FIRE	151.295		151.295	
SWEETWATER CO FIRE DIRECT	155.055		155.055	
SWEETWATER CO FIRE REPEAT	155.715		155.055	118.8
BLM FIRE 1 (WRBD Tactical)	166.6375		166.6375	
BLM FIRE 2 (High Desert Tactical)	166.825		166.825	
ROCK SPRINGS BLM REPEAT (Aspen)	168.575		168.575	
ROCK SPRINGS BLM RPT (Hogsback)	168.575		165.000	110.9
ROCK SPRINGS BLM RPT (Twin Buttes)	168.575		165.000	123.0
ROCK SPRINGS RPT (Little Mountain.)	168.575		165.000	136.5
RAWLINS BLM SHEEP MTN	168.275		168.275	
RAWLINS BLM RPT (Flat Top)	168.275		164.250	123.0
WRBD BLM RPT (Limestone)	168.525		172.4375	136.5
ROCK SPRINGS PORTABLE REPEATER	168.575		165.000	167.9
VERNAL BLM RPT (Goslin)	172.625		164.950	110.9
ASHLEY NF SIMPLEX	172.225		172.225	
ASHLEY NF RPT (East Park)	172.225		164.8000	136.5
NIMS SCENE OF ACTION	168.550		168.550	
AIR TO GROUND A/G 10 (east of hwy 191 and south of hwy 28)	166.9375		166.9375	
AIR TO GROUND A/G 15 (east of hwy 191 and south of hwy 28)	167.5250		167.5250	
AIR TO GROUND A/G 13 (east of hwy 191 and north of hwy 28)	167.4250		167.4250	
AIR TO GROUND A/G 14 (west of highway 191)	167.5000		167.5000	
City of Rock Springs	154.1300		154.1300	

EXHIBIT A SWEETWATER COUNTY OWNERSHIPS



LEGEND

- Bureau of Land Management
- Bureau of Reclamation
- Fish & Wildlife
- Forest Service
- Private
- State
- Water
- Fire District #1
- Eden - Farson Fire District
- Reliance Fire District
- Rio Vista Fire District
- City Boundaries



EXHIBIT B1

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

Wyoming firefighters use all Incident Command System (ICS) forms, the same as in the Interagency Incident Business Management Handbook and in the finance kits. In addition, all **Wyoming firefighter** resources responding to any incident (private, state, federal) will have a copy of the “Mini Fire Mobilization Plan for Wyoming”, which contains the established procedures and rates. This information can also be found on the following web site: <http://wyfireinfo.wy.gov> **click on Business Tab**

EFSA – Emergency Fire Suppression Account is an account established pursuant to W.S. 36-1-403 (a) (iv) to provide funds for the cost of suppression and mop-up of qualifying emergency wildland fires within a participating county.

Wyoming State Forestry Division (WSFD) will become the Administrative Office for Payment for state **land fires and state and private land** EFSA qualifying fires. WSFD will keep all original documentation and whenever possible will process all Federal I-BPA and EERA payments, **other states responding**, as well as all the federal costs associated with the incident. WSFD can and will make payments based on any current federal agreement. **Counties will be responsible for all local county payments, other county payments and all local vendor payments.**

Payment office address for Wyoming State Lands and EFSA fires is:

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

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

Contract claim resolutions and corresponding payment invoices may be delegated to a federal contracting officer if assigned to a state or private land fire.

Documentation:

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

EXHIBIT B1

Personnel Timekeeping

Wyoming cooperators firefighter rates are "FF" rates described in Exhibit F of the "Mini Fire Mobilization Plan". **Rates for full time employed state, county and Department or District employee firefighters will be their established rate in effect at the time of the incident including benefits.**

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

Entitlements:

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

Wyoming firefighters may purchase from the commissary. Charges must be recorded on the firefighter time report for payment purposes.

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

Procurement

Emergency Equipment Rental Agreements, OF-294:

On state land incidents, WSFD personnel can execute OF-294 agreements. On private land incidents, county wardens, **district chiefs** or their designee can execute OF-294 agreements. **In both instances, the agreements do not have to be countersigned by Contracting Officers or Procurement Unit Leaders.** On joint ownership incidents the Unit Administrator Group will give direction.

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

Wyoming State Forestry Division
5500 Bishop Blvd
Cheyenne, WY 82002

EXHIBIT B1

When writing EERA's on private land incidents, you will need to check with the **County Fire Warden or District Chief or their designee to get the correct office of payment information.**

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

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

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

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

Emergency Equipment Use Invoice, OF-286:

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

On the Emergency Equipment – Use Invoice (OF-286) block 4, these are the dates to use: **Beginning: 04/15/present year – Ending: 04/14/following year**

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

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

EXHIBIT B1

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

Wyoming equipment remains in paid status during meal breaks while on shift at an incident.

POVs- When authorized for use, POVs get reimbursed for mileage and a daily rate, for travel to/from incident and if it is used on incident. If it is not used, there are no charges for it for that day. POVs are listed under the dispatching county entity, and reimbursed through the same process as a state/county vehicle for that county. Mileage and daily use must be documented on an Emergency Equipment Shift Ticket (OF-297) and posted to an Emergency Equipment Use Invoice (OF-286). The original OF-297 and OF-286 must be sent home with the equipment for billing purposes. Fuel is documented as a deduction for POVs the same as state/county equipment, as all equipment is wet. Fuel and oil purchases are documented on Fuel and Oil Tickets (OF-304), if purchased on an incident, and a credit card cannot be used.

Any equipment resource claiming mileage will record daily odometer readings on an Emergency Equipment Shift Ticket (OF-297) and it must be signed by incident supervisor.

Both POVs and agency vehicles should be noted on original resource orders as authorized at time of dispatch.

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

Miscellaneous Purchases

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

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

EXHIBIT B1

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

Agency Provided Medical Care

The State is not authorized to provide APMC on State/Private land fires. On multiple jurisdictional incidents, APMC may be provided through a federal agency. Wyoming firefighters may receive APMC on other jurisdictional fires under guidelines in the IIBMH and will file appropriate State Worker Compensation insurance forms.

Wyoming firefighters are covered under Wyoming Workers Compensation for incident related injury/illness. If a Wyoming firefighter is injured or contracts a disease as a result of and/or in the course of an incident their employer must be notified no later than 72 hours after sustaining the injury. A Report of Injury form is included in the "Mini Fire Mobilization Plan" as Exhibit F-2. Exhibit F-3 is a list of all the Workers Compensation offices in Wyoming, to call for guidance. The "Wyoming Report of Injury" form must be received by State Workers Comp office within 10 days

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

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

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

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

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

EXHIBIT B1

Inmate Hand Crews (Smokebusters) (Fire Wranglers)

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

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

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

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

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

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

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

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

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

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

Complete box 9 for all Emergency Equipment Use Invoices.

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

At demobilization:

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

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

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

EQUIPMENT USE RATES

EQUIPMENT DESCRIPTION	ICS TYPE	Unmanned Work Rate	Special Rate	Minimum Guarantee
FEPP or Ex-Military 6X6 750+ gal ² engine ³	4X	\$78.00/hr	NA	4/5
FEPP (GFD Plates) 4X4 150 - 400 gal ² engine ³	5/6X	\$28.00/hr	NA	4/5
AWD 500-750 gal ² engine ³ (AWD-All Wheel Drive)	3X/4X	\$94.00/hr	NA	4/5
WD 150-400 gal ² engine ³	5/6X	\$69.00/hr	NA	4/5
RWD 401-750 gal ² engine ³ (RWD - Rear Wheel Drive)	4/5	\$41.00/hr	NA	4/5
RWD 150 - 400 gal ² engine ³	5/6	\$25.00/hr	NA	4/5
1,000 GPM/300 gal ² engine ³	Type 1	\$127.00/hr	NA	4/5
500 GPM/300 gal ² engine ³	Type 2	\$94.00/hr	NA	4/5
4000+ gal water tender	Type 1	\$114.00/hr	NA	4
2,500 - 3,999 gal water tender	Type 2	\$94.00/hr	NA	4
1,000 - 2,499 gal water tender	Type 3	\$83.00/hr	NA	4
Portable pumps ¹		NA	\$144.00/day	NA
Drop Tank (fold-a-tank)		NA	\$86.00/day	NA
ATV - 2 Wheel Drive		NA	\$52.00/day	NA
ATV - 4 Wheel Drive		NA	\$63.00/day	NA
ATV - 6 Wheel		NA	\$75.00/day	NA
Fire Line Vehicle (Only hours USED on Fire Line ³)			\$29.00/hr	NA
Sedan Van/Station Wagon		\$.575/mi	\$52.00/day ¹	NA
4X2 Truck - Compact		\$.575/mi	\$40.00/day ¹	NA
4X2 Truck - 1/2 Ton		\$.575/mi	\$47.00/day ¹	NA
4X2 Truck - 3/4 Ton		\$.575/mi	\$53.00/day ¹	NA
4X2 Truck - 1 Ton		\$.575/mi	\$66.00/day ¹	NA
4X4 Sport Utility		\$.575/mi	\$66.00/day ¹	NA
4X4 Suburban/Excursion		\$.575/mi	\$74.00/day ¹	NA
4X4 Truck - Compact		\$.575/mi	\$47.00/day ¹	NA
4X4 Truck - 1/2 Ton		\$.575/mi	\$53.00/day ¹	NA
4X4 Truck - 3/4 Ton		\$.575/mi	\$60.00/day ¹	NA
4X4 Truck - 1 Ton		\$.575/mi	\$74.00/day ¹	NA
Crew Buggy 4X4 Crew Cab		\$.575/mi	\$74.00/day ¹	NA
Communications/Mechanics Vehicle		\$1,323.00/day	NA	NA
Medical Unit Trailer ⁶		\$100.00/day	NA	NA
Mobile Cache ⁶		\$525.00/day		6
Truck tractor with trailer / 1 driver			\$159.00/hr ⁷	7
Truck tractor with trailer / 2 drivers			\$190.00/hr ⁷	7
ALS Ambulance ⁶		\$1,200.00/day	\$.575/mi	
BLS Ambulance ⁶		\$800.00/day	\$.575/mi	
75 - 114 HP Motor Grader (Volvo G60,G66; Fiat Allis 65C; Champion C50A,C60A)	4	\$101.00/hr	NA	\$ 808.00 ⁴
115 - 144 HP Motor Grader (Volvo G710; Cat 120H,135H; JD 670C, 670C II; Case 845)	3	\$116.00/hr	NA	\$ 928.00 ⁴
145 - 199 HP Motor Grader (Case 865; Cat 12H,140H; JD 670CH II,770C; Volvo G720)	2	\$133.00/hr	NA	\$ 1,064.00 ⁴
200+ HP Motor Grader (Case 885; Cat 14H,16H; JD 772CH II; Volvo G740,G740B,G746B)	1	\$221.00/hr	NA	\$ 1,768.00 ⁴
50 - 99 HP Dozer (Case Hd-4,6+,Hd-11b,550+;Cat D-3+,D-4+;JD450+,550,650+,750C-D)	3	\$107.00/hr	NA	\$ 856.00 ⁴
100-199 HP Dozer (Case 1150B-D; Cat D5-B,D-5H; JD 700H,JD-750,750B; Terex 82-20)	2	\$147.00/hr	NA	\$ 1,176.00 ⁴
200 HP + Dozer (Cat D-7R,D-8H; Terex 82-20B, 82-30; Int'l Dressta TD-25C, TD-25E)	1	\$206.00/hr	NA	\$ 1,648.00 ⁴

ALL EQUIPMENT IS AT A WET RATE.

POV'S ARE INCLUDED IN THIS RATE TABLE

¹ Rate is in addition to mileage. This rate only applies if the equipment is used. No Special Rate is authorized for equipment sitting in camp.² Refers to tank capacity. For tanks exceeding above limits, add \$.50 for each additional 100 gallon capacity. This becomes the unmanned work rate.³ If engine has metered foam capability add \$3.00 to work rate, if engine has a CAFS (compressed air foam system) capability add \$6.00 to work rate.⁴ Minimum guarantee is eight hours times the unmanned work rate. Actual hours of work will apply to the first and last day of use.⁵ ENGINE TRANSPORT: See Engine Transport Policy, for specifications on engine hours during transport⁶ See Special Equipment Rates and Documentation, for specifications.⁷ See Special Equipment Rates and Documents for specifications.

ENGINE AND WATER TENDER TYPING

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

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

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

Common Additional Needs – Request as Needed

All Wheel Drive (includes four wheel drive)

High pressure pump (250 psi at one half flow of Type)

Foam Proportioner

Compressed Air Foam System (CAFS) 40 cfm minimum

Additional Personnel

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

EXHIBIT D
Special Rates and Documentation

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

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

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

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

Engines being driven to the incident will receive actual hours.

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

Fire Line Vehicles must meet the following criteria:

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

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

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

Wet Rate – The contractor furnishes all operating supplies

Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Agency Administrators may limit the level and authorities of

EXHIBIT D
Special Rates and Documentation

assigned personnel. Procurement personnel shall request direction for claims resolution from the agency upon assignment. Contracting Officers shall use experience and judgment in deciding a fair and equitable settlement and take into consideration such things as contractor vs. government furnished operator.

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

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

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

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

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

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

EXHIBIT D
Special Rates and Documentation

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

EXHIBIT E

Tractor Trailer Fire Engine Transport Policy

1. Tractor trailers may be contracted by the counties for transport of engines with approval from the incident, utilizing Optional Form 294 (Emergency Contract Haul Agreement), as per example. (Recommend utilizing Bonded ICC carriers when available)
2. If dispatched as part of a strike team:
 - a. A staging area will be selected within the State prior to leaving the Wyoming borders.
 - b. Driving policy will consist of a sprint & stop procedure of approximately 250 miles LED by the Strike Team Leader. Should this procedure cause any disconnect resulting in loss of travel time the STL shall return to a within sight convoy.
 - c. A contact telephone number for any loss of vehicles in convoy will be determined at time of mobilization.
3. 2 certified drivers will be provided by the trucking firm/owner in compliance with DOT regulations for extended travel time. These regulations indicate a single driver may not drive in excess of 11 hours and 2 drivers may drive for 8 consecutive days before a rest period is required.
4. The truck tractor owner is responsible for and must have liability, collision and \$200,000 minimum cargo insurance for fire engines. The owner must also have State and Federal authority to haul equipment.
5. The truck tractor owner/driver is responsible for any required permits.
6. Tractor trailers will be paid only for actual trips driven. (empty or loaded)
7. Tractor trailers will be paid at the rate for trip hours.

Trip Hours – The number of hours it takes from time of dispatch from home base to unloading of equipment at incident, minus sleep time if required. (This time will be used as a guideline for any other return trips.) Determination of time for an undriven leg will be computed by dividing the road map mileage by 50 mph.
8. If drivers are carded fire fighters, they may be used on the engines.
9. Payment for the Contract will be made in 60-90 days.
10. County/State fire organizations will carry credit cards for the purchase of non-contractual strike team fuel.
11. For Out-of-State dispatches 36 hour notice of intention to demobilize engines should be given to the Single Resource Boss so that arrangement for engine transport can be made.

EXHIBIT E

Tractor Trailer Fire Engine Transport Policy

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

WYOMING FIREFIGHTERS PAY PLAN
Wyoming Firefighters will be paid at their highest, fully qualified Red Card Position.

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

WYOMING FIREFIGHTERS PAY PLAN

Wyoming Firefighters will be paid at their highest, fully qualified Red Card Position.

FF RATE	COMMAND	OPERATIONS	LOGISTICS	FINANCE	PLANS	OTHER
FF G \$40.00	<ul style="list-style-type: none"> • Safety officer (SOF3) • LOFR • Information officer (IOF3) • Agency Rep (AREP)¹ • IC/initial attack (ICT4) 	<ul style="list-style-type: none"> • Air tanker Base Manager (ATBM) • Helibase manager (HEB2) • Helicopter coordinator (HLCO) • Strike team leader • Task force leader (TFLD) • Water Handling Specialist (THSP)¹ 	<ul style="list-style-type: none"> • Mechanic (GMEC) • Emergency medical technician Intermediate (EMTI)¹ 		<ul style="list-style-type: none"> • Infrared interpreter (IRIN) • Incident meteorologist (IMET) 	<ul style="list-style-type: none"> • Hazardous Materials Specialist (THSP)¹ • Incident Business Advisor (IBA3) • Supervisory dispatcher (EDSP) • Mixmaster (MXMS) • GIS Specialist (THSP)¹ • Fire Chief • Zone Warden /Deputy Zone Warden
FF H \$43.00	<ul style="list-style-type: none"> • IC/extended attack (ICT3) • RXB2 	<ul style="list-style-type: none"> • Div. group supervisor (DIVS) • Air support group supervisor (ASGS) • Air tactical group supervisor (ATGS) • RX11 • Professional faller/FALC 24" dbh or greater • Structural Protection Specialist (STPS) • Helibase Manager, Type 1 (HEB1) 	<ul style="list-style-type: none"> • Unit Leaders (COML, MEDL, FDUL, SPUL, FACL, GSUL, Food Service Sergeant) • Emergency Medical Technician Paramedic (EMTP)¹ • Logistics Section Chief, type 3 (LSC3) 	<ul style="list-style-type: none"> • Unit Leaders (COMP, COST, TIME, PROC) • Finance Section Chief, type 3 (FSC3) 	<ul style="list-style-type: none"> • Unit Leaders (SITL, RESL, DMOB) • Fire Behavior analyst (FBAN) • Fire Investigator (FINV)¹ • Planning Section Chief, type 3 (PSC3) 	<ul style="list-style-type: none"> • Computer Technical Specialist (CTSP)¹
FF J \$46.00	<ul style="list-style-type: none"> • IC, type 2 (ICT2) • RXB1 • RXM2 • Information Officer, type 2 (IOF2) • Safety Officer, type 2 (SOF2) • Command Staff, type 2 	<ul style="list-style-type: none"> • Operations Section Chief, type 2 (OSC2) • Air Operations Branch Director (AOBD) • Operations Branch Director (OPBD) 	<ul style="list-style-type: none"> • Logistics Section Chief, type 2 (ISC2) 	<ul style="list-style-type: none"> • Finance Section Chief, type 2 (FSC2) 	<ul style="list-style-type: none"> • Planning Section Chief, type 2 (PSC2) 	<ul style="list-style-type: none"> • Incident business advisor (IBA2) • Expanded Dispatch Coordinator (CORD) • County Fire Warden • Deputy County Fire Warden
FF K \$54.00	<ul style="list-style-type: none"> • Incident Commander, Type 1 (ICT1) • Information Officer, type 1 (IOF1) • Safety Officer, type 1 (SOF1) 	<ul style="list-style-type: none"> • Operations Section Chief, type 1 (OSC1) • Aircraft Pilot¹ 	<ul style="list-style-type: none"> • Logistics Section Chief, type 1 (LSC1) 	<ul style="list-style-type: none"> • Finance Section Chief, type 1 (FSC1) 	<ul style="list-style-type: none"> • Planning Section Chief, type 1 (PSC1) 	<ul style="list-style-type: none"> • Incident Business Advisor (IBA1)

¹ RATE APPLIES ONLY IF DISPATCHED AS THIS POSITION.

WYOMING FIREFIGHTERS PAY PLAN

Wyoming Firefighters will be paid at their highest, fully qualified Red Card Position.

The following positions will **ONLY** receive the respective rate if the individual is ordered for the specific position: Agency Rep (AREP), Aerial Observer (AREO), Water Handling Specialist (THSP), Aircraft Pilot, Fire Investigator (FINV), Computer Technical Specialist (CTSP), Emergency Medical Technician Intermediate/Paramedic (EMTI) (EMTP) (Rate reverts to EMTB for pay purposes), and all Technical Specialists (THSP).

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

EXHIBIT G

Cost Share Agreement

INSTRUCTIONS –COST SHARE AGREEMENT

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

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

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

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

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

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

List the appropriate personnel filling ICS positions on the fire.

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

EXHIBIT G

10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands. Examples of cost-sharing methodologies may include, but are not limited to the following:
- A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

EXHIBIT G

COST SHARE AGREEMENT

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

1. Fire Name: _____ Origin Date _____ Time _____

2. Origin: Township _____ Range _____ Section _____

3. Estimated Size _____ Acres at the time of this agreement.

4. Agency _____ Fire # _____ Accounting Code _____

5. This agreement becomes effective on: _____

_____ At _____ and remains in

effect until amended or terminated.

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

or by () Single Command structure.

Identify below personnel filling the following positions:

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

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

EXHIBIT G

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

Agency _____ Geographic Responsibility _____

The Agency responsible for structural protection will be: _____

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

List cost share information in Item #10:

EXHIBIT G

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

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

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

EXHIBIT G

12.

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

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

List of Attachments (if any): _____/_____/_____

EXHIBIT H

FIRE COMPLEXITY ANALYSIS

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

Use of the Guide:

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

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

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

EXHIBIT H

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

REMARKS:

EXHIBIT H

Glossary of Terms:

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 04/21/2015	Name & Title of Presenter: Sheriff Mike Lowell
Department or Organization: Sweetwater County Sheriff Office	Contact Phone & E-mail: 307-922-5316
Exact Wording for Agenda: Capital Funds Purchase discussion	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 Minutes
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information:	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.
- All **original** documents requesting action or signature must be submitted to Deputy County Clerk Vickie Eastin. However, a **copy** must be submitted to Sally Shoemaker for distribution of the packet and retention.
- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
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Sally Shoemaker

From: Patricia Santhuff - Sheriff Office
Sent: Tuesday, April 07, 2015 2:16 PM
To: Sally Shoemaker
Subject: Commission Meeting Request
Attachments: meetingrequest.pdf

Please see attached meeting request form.
Let me know if you need anything else.
Thanks

Patty Santhuff

Sweetwater County Sheriff's Office

Administrative Assistant

731 C St., Suite 234

Rock Springs, WY 82901

307-922-5316

santhuffp@sweet.wy.us

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 04/21/2015	Name & Title of Presenter: Sheriff Mike Lowell
Department or Organization: Sweetwater County Sheriff Office	Contact Phone & E-mail: 307-922-5316 santhuffp@sweet.wy.us
Exact Wording for Agenda: Approval of letter to Governor for approval of Emergency Management Position	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: no
Additional Information:	

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SWEETWATER

C•O•U•N•T•Y

Mike Lowell- Sheriff

Administrative/ Operations Section Captain
Rick Hawkins

Detention Section Captain
Brett Stokes

April 13, 2015

Board of County Commissioners
80 West Flaming Gorge Way, Suite 109
Green River, WY, 82935

Dear Commission Chair Wally Johnson and the Board of County Commissioners,

As you are aware the Emergency Management Department of Homeland Security coordinator position was vacated by David Johnson during February 2015. Near the end of February 2015, re-staffing that position was authorized by the Board of County Commissioners and the application process started. Several candidates submitted the requisite application information thru the County Human Resources Department. My staff and I screened the applications, selecting the most qualified applicants to continue in the process. Interviews were conducted with the four (4) finalists. The interview board provide a list of successful candidates by numerical ranking. Judy Roderick, the current interim coordinator was the number one (1) ranked candidate and selected for the position.

To fulfill the requirements of Wyoming Statute 19-13-108, I would like to respectfully request the Board of County Commissioners recommend Judy Roderick to fill the permanent Emergency Management/ Homeland Security Coordinator position in Sweetwater County. The Board's recommendation needs to be communicated to Governor Mead for his consideration and appointment.

Staff has prepared a letter, directed to Governor Mead, in anticipation of the Board's agreement to recommend Judy Roderick for appointment to the permanent Emergency Management Department of Homeland Security coordinator.

This information has been passed on to the WOHS office via email as well.

Sincerely,



Mike Lowell

Sweetwater County Sheriff

cc:

WOHS Director Guy Cameron

BOARD OF COUNTY COMMISSIONERS

- o **WALLY J. JOHNSON, CHAIRMAN**
- o **JOHN K. KOLB, COMMISSIONER**
- o **RANDAL M. WENDLING, COMMISSIONER**
- o **REID WEST, COMMISSIONER**
- o **DON VAN MATRE, COMMISSIONER**

80 WEST FLAMING GORGE WAY, SUITE 109 -
GREEN RIVER, WY 82935
PH: (307) 872-3890 - FAX - (307) 872-3992

April 21, 2015

Regarding: Emergency Management/ Homeland Security Coordinator

Dear Governor Matthew Mead,

Please be advised that the application process to fill the vacated Emergency Management (Homeland Security) Coordinator was completed on March 30, 2015. As a result of the testing process, and after receiving the recommendation from Sheriff Lowell, we would request Judy Roderick (the previous Interim Coordinator) be appointed as the permanent coordinator.

The WOHS office has been informed of the developments related to the issue.

Sincerely,

Wally J. Johnson, Chairman

John K. Kolb, Commissioner

Reid O. West, Commissioner

Randal M. Wendling, Commissioner

Don Van Matre, Commissioner

cc: WOHS Director Guy Cameron



BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 04/21/2015	Name & Title of Presenter: Mike Lowell - County Sheriff Garry McLean - HR Director
Department or Organization: Detention Center	Contact Phone & E-mail: (307) 872-3911
Exact Wording for Agenda: Request to restaff vacant position in the Detention Center	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

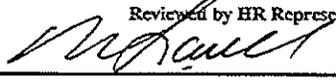
Board Meeting Date: 4/21/2015
 Department: Sheriff's Office - Detention Center
 Position: Detention Registered Nurse
 Vacancy Date: 4/17/2015
 Reason for vacancy: Employee Resignation
 To Restaff Detention Registered Nurse position following resignation in a
 Department Request: full time capacity with full benefits
 Anticipated Re-staff Date 5/1/2015

Board Action	
Approved _____	Date: <u>4/21/2015</u>
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Current costs for Detention Employee	Detention Registered Nurse (4 months, Grade 22 step 4 rate of pay)	1/21/2014	\$ 5,874.08	\$ 932.22	\$ 589.30	\$ 21.15	\$ 449.37	\$ 130.40	\$ 2,122.43	\$ 7,996.51	\$ 95,958.18
Anticipated Costs to restaff Position Vacancy	Registered Nurse (grade 22, step 1)	5/1/2015	\$ 5,119.63	\$ 812.49	\$ 1,538.91	\$ 18.43	\$ 391.65	\$ 113.66	\$ 2,875.13	\$ 7,994.76	\$ 95,937.16
	Net Difference (savings)		\$ (754.45)	\$ (119.73)	\$ 949.61	\$ (2.72)	\$ (57.72)	\$ (16.75)	\$ 752.70	\$ (1.75)	\$ (21.02)

NOTES

Costs calculated using a re-staffing date of: 5/1/2015


 Reviewed by HR Representative (signature)

 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

Date: _____

 Date: _____

 Date: _____

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 04/21/2015	Name & Title of Presenter: Mike Lowell - County Sheriff Garry McLean - HR Director
Department or Organization: Sheriff Department Emergency Management	Contact Phone & E-mail: (307) 872-3911
Exact Wording for Agenda: Request to restaff vacant position in the Emergency Management Department	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 4/21/2015
 Department: Sheriff - Emergency Management Department
 Position: Emergency Management Assistant Coordinator
 Vacancy Date: 5/1/2015

Reason for vacancy: Assistant Coordinator transferred into Coordinator Position

Department Request: Restaff Full Time Assistant Coordinator

Anticipated Re-staff Date 5/1/2015

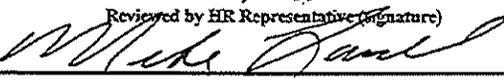
Board Action	
Approved _____	Date: <u>4/21/2015</u>
Denied _____	
Full time <u>x</u>	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits	Total cost of employment (salary + benefits)	
Current costs for Employee	EM Assistant Coordinator	3/16/2004 (Grade 14, Step 5)	\$ 4,095.08	\$ 649.89	\$ 589.30	\$ 14.74	\$ 313.27	\$ 90.91	\$ 1,658.12	\$ 5,753.20	\$ 69,038.35
Anticipated Costs to restaff Position Vacancy	EM Assistant Coordinator	5/1/2015 (Grade 14, Step 1)	\$ 3,638.44	\$ 577.42	\$ 1,538.91	\$ 13.10	\$ 278.34	\$ 80.77	\$ 2,438.54	\$ 6,126.98	\$ 73,523.79
Net Difference (savings)			\$ (456.64)	\$ (72.47)	\$ 949.61	\$ (1.64)	\$ (34.93)	\$ (10.14)	\$ 830.43	\$ 373.79	\$ 4,485.44

NOTES

Health Insurance: Anticipates Family health insurance coverage for new employee. Current employee has Single coverage.


 Reviewed by HR Representative (signature)


 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

 Date: 4/9/15

 Date: _____

 Date: _____

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 04/21/2015	Name & Title of Presenter: Garry McLean, HR Director Dan Erramouspe, County Attorney
Department or Organization: Attorney's Office	Contact Phone & E-mail: (307) 872-3911
Exact Wording for Agenda: Request to restaff vacant position in the Attorney's Office	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

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**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 4/21/2015

Department: Attorney's Office

Position: Deputy County Attorney

Vacancy Date: 4/10/2015

Reason for vacancy: Resignation

To Restaff position immediately following resignation date, in a full time

Department Request: capacity with full benefits

Anticipated Re-staff Date: 5/1/2015

Board Action	
Approved _____	Date: 4/21/2015
Denied _____	
Full time _____	
Part time _____	# Hours (if part time)
Restaff Immediately _____	Delay restaffing until (month)

	Position	Hire Date	Monthly							Total MONTHLY cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Deputy County Attorney - (grade 22, step 2)	8/1/2012	\$ 5,536.97	\$ 878.72	\$ 589.30	\$ 19.93	\$ 423.58	\$ 122.92	\$ 2,034.45	\$ 7,571.42	\$ 90,857.03
Anticipated Costs to restaff Position Vacancy	Deputy County Attorney (grade 22, step 1)	5/1/2015	\$ 5,375.69	\$ 853.12	\$ 1,538.91	\$ 19.35	\$ 411.24	\$ 119.34	\$ 2,941.97	\$ 8,317.66	\$ 99,811.86
Net Difference (savings)			\$ (161.28)	\$ (25.60)	\$ 949.61	\$ (0.58)	\$ (12.34)	\$ (3.58)	\$ 907.52	\$ 746.24	\$ 8,954.83

NOTES

Health Insurance: Anticipates FAMILY health insurance coverage, for new employee. Previous employee had Employee only coverage

 Reviewed by HR Representative (signature)

 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

4/15/15 -
 Date: _____
 4/14/15
 Date: _____

 Date: _____

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 4-21-15	Name & Title of Presenter: SOLID WASTE DISPOSAL DISTRICT NO. 2 (WAMSUTTER BAIROIL) BOARD
Department or Organization:	Contact Phone & E-mail:
Exact Wording for Agenda: SOLID WASTE DISPOSAL DISTRICT NO. 2 (WAMSUTTER BAIROIL) UPDATE	Preference of Placement on Agenda & Amount of Time Requested for Presentation:
Will there be Handouts? (If yes, include with meeting request form)	Will handouts require SIGNATURES:
Additional Information:	

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BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Requested Meeting Date: 4-21-15	Name & Title of Presenter: Commissioners
Department or Organization:	Contact Phone & E-mail:
Exact Wording for Agenda: PUBLIC INPUT AND DISCUSSION REGARDING MEMORIAL HOSPITAL OF SWEETWATER COUNTY'S AMBULATORY SURGERY CENTER	Preference of Placement on Agenda & Amount of Time Requested for Presentation: PUBLIC HEARING
Will there be Handouts? (If yes, include with meeting request form) NO	Will handouts require SIGNATURES: NO
Additional Information: PER REQUEST DURING THE 4-7-15 BOCC MEETING	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
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PUBLIC NOTICE

THE COUNTY COMMISSIONERS WILL HOLD A PUBLIC HEARING DURING THEIR REGULARLY SCHEDULED MEETING ON TUESDAY, APRIL 21, 2015 AT 11:00 A.M.

THE PURPOSE OF THE PUBLIC HEARING WILL BE FOR THE FOLLOWING ITEM:

- 1. PUBLIC INPUT AND DISCUSSION REGARDING MEMORIAL HOSPITAL OF SWEETWATER COUNTY'S AMBULATORY SURGERY CENTER**

Per Wyo. Stat. §18-3-516(f) County information can be accessed on the County's website at www.sweetwv.us

PLEASE ADVERTISE ON SATURDAY, APRIL 18, 2015